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COURT OF APPEALS OF THE STATE OF WASHINGTON

DIVISION ONE

APPEAL No. 53645-1-I
TRIAL CT #97-2-30285-4 SEA
KING COUNTY SUPERIOR COURT

SAYED ZIA EHSANI,

Appellant

GUITTY ZAMANI,

Cross-Appellant

v.

THE MCCULLOUGH FAMILY PARTNERSHIP, DAVID E. MCCULLOUGH AND CHONG R. MCCULLOUGH, EDWARD F. MCCULLOUGH AND THE MCCULLOUGH GROUP, INC.,

Defendants.

OPENING BRIEF OF SAYED ZIA EHSANI, APPELLANT

ZIA EHSANI, IN PRO SE
23400 MAESTRO PLACE
WEST HILLS, CA 91304
PHONE: (818) 704-6460

TO: SUPREME COURT

RE: Case No. 53645-1-I

Please accept this APPPELLANT'S OPENING BRIEF in the above-referenced case.

This brief is being submitted in pro-per person. The appeal was originally filed on January 9, 2004. Appellant request the court's consideration in this matter while Proper Person.

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A. ASSIGNMENTS OF ERROR

ASSIGNMENTS OF ERROR

"**1.** The trial court erred in entering an order on December 12, 2003 against Appellant for $32,377.20 in favor of Guitty Zamani, the Cross-Appellant, for reimbursement of contributions for taxes and mortgage arrears." **(See Exhibit A)**

"**2.** The trial court erred in its order of December 12, 2003 that denied Appellant, Zia Ehsani's *Motion for Restitution* of funds paid to Defendants' counsel, Attorney David Cullen."

"**3.** The trial court erred in its order of December 12, 2003 by which it entitled Appellant to only 38.95 of the $288,150.20 (calculated as of June 2003) indebtedness that remains unsatisfied."

B. STATEMENT OF THE CASE

Sayed Zia Eshani, hereafter referred to as "Appellant", and Guitty Zamani, hereafter referred to as "Zamani", sold the commercial

property, La Residence Suite Hotel, to The McCullough Partnership, Et. Al., hereafter referred to as "Defendants", on September 1, 1992. The sale was finalized with a $1,000,000.00 promissory note by the Defendants secured by a deed of trust subordinated to a $925,000.00 promissory note secured by a first deed of trust in favor of First Community Bank. Defendants defaulted on the 2nd note and deed of trust in June 1995 and on the 1st note and deed of trust in January 1996. First Community Bank sought a non-judicial foreclosure in 1996 on its 1st note. Zamani claimed she cured Defendant's defaults in June 1996 with respect to bank arrearages and fees plus property taxes. Per a written agreement between Zamani and Defendants, Zamani was hired as General Manager of the hotel in June 1996. Defendants remained the owners of the hotel and later tried to sell the hotel. They sought Appellant's and Zamani's agreement to discharge the liability with respect to the promissory note. Appellant refused and

alternately, Defendants refused to accept any sale offers that would leave them owing any money to Appellant. Appellant then initiated a judicial foreclosure on December 3, 1997, against Defendants.

In May 1999, Defendants and Zamani entered into an agreement whereby they released all their mutual claims and Zamani gave up her right to any deficiency claims against Defendants **(see Exhibit I, pages 2 to 9)**. However, Appellant was not a part of that agreement and, thus, never released Defendants from their financial obligation per the promissory note. While Appellant's judicial foreclosure case was pending, the hotel got sold in January 2000 for $2,350,000.00. All the proceeds were distributed except for a $200,000.00 holdback placed in escrow, per the request of Zamani, to resolve disputed issues between Appellant, Zamani and Defendants. Appellant only agreed to the $200,000 holdback because Zamani gave him an ultimum stating that she would not sign the sale agreement unless he

agreed to the holdback fund. The matter went to trial in April 2000.

On June 27, 2000, a $97,459 judgment in favor of Defendants was entered against Appellant for attorney fees by the trial court. Appellant and Zamani appealed that judgment separately. (It was only at this time that Zamani became a Cross-Appellant). The Court of Appeal's unpublished opinion dated September 23, 2002 **(see Exhibit B)**, Appellate Case No. 47081-7-I, stated that the trial court erred: (1) for failing to award Appellant his portion of the deficiency judgment, and (2) for awarding attorney fees and costs to the defaulting parties, the Defendants. Accordingly, the Court of Appeals reversed the trial court's decision and stated that Appellant was entitled to a deficiency judgment of 38.95 percent of the indebtedness that remained unsatisfied after the sale of the hotel property. The Court of Appeals also determined that Zamani was entitled to receive $32,377.20 (i.e. 38.95% of the $83,125.03 total which Zamani claimed she

incurred in expenses in 1996 for curing Defendant's defaults on property taxes and obligations owed First Community Bank for arrearages and bank fees) off the top of the $200,000 holdback and with the remaining balance split 38.95% to Appellant and 61.05% to Zamani. The mandate was issued on November 1, 2002 **(see Exhibit C).**

Appellant then filed a *Motion for Restitution Order* on August 15, 2003, asking the court to require Defendants' counsel David Dillard Cullen to restore, per RAP 12.8, the $77,900 he obtained possession of from the First American Title escrow "hold-back fund" plus interest at 12% per annum from 6-22-00 until entry of order and 12% per annum thereafter until fully paid on August 15, 2003. Appellant also filed a *Motion for Summary Judgment* **(see Exhibit H).**

On October 16, 2003, the trial court issued an *Order on Status Conference* ruling that the $200,000 holdback account be distributed with

reimbursement of $32,377.20 to Zamani and the remaining balance split 38.95% to Appellant and 61.05% to Zamani **(see Exhibit D)**. On November 7, 2003, Zamani filed her brief through her attorney opposing the judgment arguing that the $200,000 holdback should be first divided between Appellant and Zamani at 38.95% and 61.05% respectively and then for Appellant to pay Zamani the $32,377.20 from his 38.95% share. On November 21, 2003, Appellant filed his *Declaration Reply* to Zamani's "*Proposal on Reimbursement of $32,377.20…" dated* November 7, 2003. In it, Appellant attempted to point out various facts and issues in an effort to clarify to the court that Zamani had already reimbursed herself well through payroll wages she received and extensive multiple unexplained withdrawals she made while employed as general manager of the hotel during the period June 13, 1996 until January 2000 when the hotel was eventually sold by Defendants. Through her attorney, Zamani filed an additional memorandum on December 11,

2003 disputing Appellant's assertions per his November 21, 2003 *Declaration Reply.*

On December 12, 2003, the trial court issued an "*Order on Remand from Appeal on Attorney Fees, and Apportionment of Holdback Funds*" ruling that Defendants were jointly and severally liable for Appellant's attorney fees in the sum of $21,910. However, the trial court denied Appellant's Motion for Restitution of funds paid Defendants' counsel, Attorney David Cullen, after trial from the holdback fund. With regard to the $32,377.20 reimbursement Zamani was seeking, the trial court agreed with the Court of Appeals about the dollar amount but found its methods of calculating the distribution of the holdback fund inconsistent. Since Appellant had declined to file his supplemental brief on that issue which the trial court had requested, the trial court based its opinion on the supplemental brief filed by Zamani and accordingly awarded Zamani a judgment of $32,377.20 against Appellant's 38.95% share of the holdback fund. The trial court further

ordered that Appellant was only entitled to 38.95% of the $288,150.20 (calculated as of June 2003) indebtedness--which remains unsatisfied by Defendants to date with an accruing interest of 9% plus 4% late fee charges. **(See Exhibit A)**

Disagreeing with the trial court's December 12, 2003 decision, Appellant filed his *Notice of Appeal to Court of Appeals Division One* on January 9, 2004 **(see Exhibit E)**, seeking an appellate review of the trial court's December 12, 2003 *Order on Remand from Appeal on Attorney Fees and Apportionment of Holdback Funds*.

Zamani filed her opening brief on August 4, 2004. Because Appellant failed to file his opening brief on or before August 16, 2004, his appeal was dismissed by the court administrator/clerk. However, pursuant to additional review, the court issued an *Order Granting Motion to Modify and Reinstating Appeal* dated February 23, 2005 **(see Exhibit F)** by which Appellant's appeal was reinstated and the February 28, 2005 hearing was continued to an undetermined future date.

Appellant was given 45 days to file his opening brief from the date of that ruling.

Appellant's appeal concerns the following matters:

1) Trial court's error of awarding Zamani $32,377.20 reimbursement from the $200,000 holdback fund pursuant to the *Order on Remand from Appeal on Attorney Fees, and Apportionment of Holdback Funds* dated December 12, 2003.

2) Trial court's error in entitling Appellant to only 38.95% of the indebtedness remaining unsatisfied to date by Defendants after sales of the hotel.

2) Trial court's error of denying Appellant's *Motion for Restitution of attorney fees* (dated August 15, 2003) in the sum of $77,900 by Respondent Attorney David Cullen. **(See Exhibit G)**

C. SUMMARY OF ARGUMENT

1. Reimbursement To Zamani

From June 13, 1996 to Jan 2000 when the hotel sold, Zamani worked as the hotel's general manager pursuant to an agreement between Zamani and Defendants. During that period, in addition the salary she paid herself, Zamani made multiple withdrawals for herself both through the hotel's computer and manual checks plus electronic fund transfers, made loans to her own separate salon business, and made payments to various individuals who were not involved in the hotel's business in any way. Essentially, Zamani used the hotel's funds for personal enrichment. Evidence of Zamani's actions is depicted in the various exhibits submitted herein with this brief. Based upon the evidence submitted herein, Appellant argues that Zamani should receive no further monies from the $200,000 holdback fund, or from any other proceeds that Appellant recovers from any deficiency Defendants still

owe, or from the restitution of attorney fees Appellant is seeking to recover from Respondent Attorney David Cullen.

Additionally, Zamani had by express agreement with Defendants in May 1999 released all her claims, present and future, against Defendants and their agents, and she explicitly agreed to maintain no involvement in Appellant's claims against Defendants. **(See Exhibit I)**

If Zamani had incurred the expenses she claims she did, why did she not seek a reimbursement of those incurred costs through the sale of the hotel in February 2000? Technically, she incurred the claimed costs in the best interest of the Defendants who were the legal owners of the hotel. Zamani should be estopped from seeking reimbursement from Appellant since her agreement with Defendants to release them from their financial obligation was made independently of Appellant. Now by seeking reimbursement instead from Appellant, she is violating that same agreement by which she had

expressly agreed to have no involvement in Appellant's claims against Defendants.

2. Appellant is solely and wholly entitled to the entire amount of the indebtedness owed by Defendants.

Zamani has obtained over and above her share of proceeds from the sale of the hotel when the hotel sold in January 2000. By agreement pursuant to a May 28, 1999 express agreement, she independently released all deficiency claims against Defendants and agreed not to become involve in any of Appellant's claims. Therefore, she should not now expect to recover additional monies through any of Appellant's claims.

3. Appellant's Motion for Restitution of Attorney Fees by Defendant's attorney, Respondent David Cullen.

Defendants' attorney, David Cullen received his attorney fees only because of an erroneous trial court decision that was later rectified by the Court of Appeals's unpublished opinion of September 23, 2002 **(see Exhibit B)**. Whether or not Attorney Cullen received the funds directly

or otherwise is immaterial. Attorney Cullen was well aware that the trial court's decision may be subject to an appeal and, further, that the trial court's decision may yet be reversed by the Court of Appeals. Being a legal counsel and having that knowledge, Attorney Cullen had a duty to preserve the entire amount of the funds he or his trust account had received until such time when it became certain that he was free to release the funds. See *Transamerica Ins. Group v. Adam, 62 Or. App. 419, 661 P.2nd 937 (1983)*:

> "Attorney was on notice that a fee award would be set aside if settlement was set aside, therefore restitution against attorney upheld."

Having failed to exercise such discretion, Attorney Cullen cannot argue that the Court of Appeals now disregard its own decision of September 23, 2002 and that he be relieved of making any restitution of the funds to Appellant that he, Attorney Cullen, received as a result of an erroneous trial court decision.

D. ARGUMENT

1. Zamani released all claims against Defendants and their agents and thus should be barred from seeking any restitution from Appellant.

By her written agreement and release in May 1999, Zamani released all claims, present and future, against Defendants and their agents and she explicitly agreed to maintain no involvement in Appellant's claims against Defendants. Therefore, now she is violating that agreement and has no legal basis for seeking funds from Appellant's claims against Defendants. **(See Exhibit I)**

2. June 1996 agreement issue.

In June 1996, Zamani and Defendants entered into a written agreement by which Zamani assumed control as general manager of the hotel. Appellant opposed that agreement immediately upon finding out about it when he returned from Europe on June 11, 1996. Zamani and Defendants rushed the agreement by Alan Kaviany, who at that time was holding Appellant's Power of Attorney in his absence. Zamani and Defendants wanted the

agreement signed by Mr. Kaviany so that Appellant would lose his right to challenge the agreement late. **(See Exhibits J, K, L & M)**

3. Zamani abused her position as general manager of the hotel for own personal gain. See Court Exhibit No. 145.

On 06/13/96, the day Zamani took over as general manager of the hotel, she took $13,125.03 from the hotel's funds and placed that sum in a special account which was her drawing account under the hotel's name. By 7/29/96, Zamani had taken more funds from that account and she was in fact owing the hotel $7,139.49. **(See Exhibit N, page 1 of 4.)** She continued her habit of taking hotel funds in that by 12/28/99, she owed the hotel $109,576.65 **(see Exhibit N, page 4 of 4).** Essentially, she had taken for herself that amount of money. Question is what happened to that sum of money? How can then Zamani claim she is still entitled to reimbursement of costs she expended for the hotel? Has she not already received her reimbursement by helping herself to funds from the hotel's account while in her

position of control as the general manager of the hotel? Clearly she violated her fiduciary duty to preserve the economic well-being of the hotel. Appellant, on the other hand, never received any portion of that money and only discovered Zamani's acts upon reviewing the limited records Zamani provided him pursuant to a court order.

4. Zamani made multiple withdrawals from the hotel's checking account for personal purposes over the period 6/13/96 through 1999.

DATE	CK #	Amount	DATE	CK #	Amount
MANUAL CHECKS:		**(see Exhibit P)**			
08/02/96	1019	$ 100.00	09/30/96	1036	$ 50.00
08/12/96	1022	$ 100.00	10/05/96	1040	$ 30.00
08/29/96	1024	$ 200.00	10/22/96	1045	$ 75.00
08/29/96	1025	$ 500.00	10/24/96	1048	$ 35.76
09/09/96	1028	$ 1,000.00	11/08/96	1052	$ 100.00
09/14/96	1029	$ 1,000.00	11/21/96	1056	$ 100.00
09/26/96	1030	$10,000.00	12/10/96	1065	$ 1,500.00
09/27/96	1035	$ 125.00	**SUB-TOTAL =**		**$ 14,915.76**
COMPUTER CHECKS:		**(see Exhibit O)**			
09/30/96	2139	$ 8,139.49	10/14/96	2148	$ 1,560.00
10/31/96	2173	$ 1,558.65	11/17/96	2191	$ 8,481.35
11/30/96	2217	$ 700.00	**SUB-TOTAL =**		**$ 20,439.49**
DEBIT TRANSACTIONS:		**(see Exhibit O)**			
06/13/96		$ 200.00	06/26/96		$ 4,000.00
07/15/96		$ 5,000.00	07/29/96		$ 10,000.00
08/14/96		$ 200.00	09/20/96		$ 10,000.00
09/28/96		$ 300.00	11/01/96		$ 700.00
11/01/96		$ 500.00	11/04/96		$ 200.00
12/31/96		$ 440.00	**SUB-TOTAL =**		**$ 31,540.00**
MANUAL CHECKS:		**(see Exhibit Q)**			
01/06/97	1069	$ 2,000.00	06/18/97	1106	$ 75.00
02/08/97	1076	$ 5,000.00	06/18/97	1109	$ 75.00

03/31/97	1085	$	125.00	07/15/97	1113	$	300.00
04/02/97	1086	$	50.00	07/18/97	1114	$	75.00
04/10/97	1088	$	100.00	07/18/97	1116	$	100.00
04/10/97	1088	$	100.00	07/29/97	1121	$	5,000.00
04/28/97	1095	$	1,000.00	08/26/97	1130	$	75.00
04/28/97	1097	$	600.00	09/02/97	1132	$	125.00
05/05/97	1098	$	75.00	09/08/97	1133	$	75.00
05/12/97	1100	$	700.00	09/15/97	1134	$	100.00
05/23/97	1101	$	500.00	09/19/97	1137	$	100.00
05/28/97	1103	$	75.00	09/22/97	1138	$	5,000.00
05/31/97	1104	$	2,000.00	10/31/97	1146	$	100.00
06/05/97	1105	$	500.00	11/03/97	1148	$	200.00
06/10/97	1106	$	75.00	11/03/97	1149	$	100.00
06/14/97	1108	$	2,000.00	12/01/97	1156	$	5,000.00
					SUB-TOTAL =	**$**	**31,400.00**

COMPUTER CHECKS: (see Exhibit R)

01/31/97	2307	$	705.61	02/16/97	2339	$	320.11
02/28/97	2349	$	1,800.00	05/15/97	2473	$	260.00
08/16/97	2625	$	500.00	08/31/97	2648	$	500.00
09/15/97	2661	$	500.00	09/30/97	2696	$	500.00
					SUB-TOTAL =	**$**	**5,085.72**

DEBIT TRANSACTIONS: (see Exhibit O)

05/14/97	$	1,000.00	06/26/97	$	500.00
07/07/97	$	1,000.00	07/14/97	$	398.00
07/18/97	$	2,211.05	10/14/97	$	4,000.00
			SUB-TOTAL =	**$**	**9,109.05**

MANUAL CHECKS: (see Exhibit S)

01/13/98	1173	$	100.00	06/04/98	1221	$	1,663.57
01/22/98	1175	$	100.00	07/30/98	1256	$	2,000.00
03/07/98	1185	$	100.00	09/14/98	1303	$	50.00
03/23/98	1192	$	50.00	12/15/98	1354	$	50.00
					SUB-TOTAL =	**$**	**4,113.57**

DEBIT TRANSACTIONS: (see Exhibit O)

05/01/98	$	1,416.31	08/16/98	$	390.96
12/31/98	$	3,825.00	**SUB-TOTAL =**	**$**	**5,632.27**

MANUAL CHECKS: (see Exhibit U)

02/22/99	1377	$	100.00	09/01/99	1667	$	200.00
03/09/99	1384	$	50.00	09/10/99	1679	$	5,000.00
03/12/99	1388	$	14.30	09/18/99	1688	$	100.00
04/07/99	1393	$	50.00	10/22/99	1748	$	30.41
05/09/99	1423	$	100.00	10/28/99	1751	$	100.00
05/10/99	1425	$	2,281.11	10/29/99	1753	$	5,000.00
05/17/99	1439	$	2,000.00	11/05/99	1775	$	2,500.00

06/02/99	1468	$ 100.00		11/17/99	1791	$	100.00
06/03/99	1469	$ 135.75		11/23/99	1799	$	3,000.00
06/07/99	1473	$ 2,000.00		11/30/99	1808	$	100.00
07/23/99	1562	$ 3,000.00		12/11/99	1833	$	100.00
07/24/99	1563	$ 50.00		12/20/99	1856	$	3,000.00
08/10/99	1614	$ 100.00		12/20/99	1857	$	100.00
08/16/99	1625	$ 5,000.00		**SUB-TOTAL =**		**$**	**34,311.57**

DEBIT TRANSACTIONS: (see Exhibit O)

03/07/99	$ 763.84	03/07/99	$	800.00
03/22/99	$ 838.71	**SUB-TOTAL =**	**$**	**2,402.55**

MANUAL CHECKS: (see Exhibit W)

01/02/00	1875	$ 100.00		01/03/00	1881	$	3,000.00
				SUB-TOTAL =		**$**	**3,100.00**

TOTAL WITHDRAWAL BY ZAMANI = $162,049.98

Zamani withdrew for herself a sum total of **$162,049.98** from the hotel's checking account funds via manual and computer checks plus debit transactions during the period June 13, 1996 through January 2000.

5. Zamani also paid herself payroll as general manager of the hotel for the period 6/13/96 through January 2000.

Exhibit Y shows that Zamani paid herself a sum total of **$152,500.00** in payroll in addition to the **$162,049.98** in withdrawals she made via manual and computer checks plus debit transactions from the hotel's checking account:

Period	Payroll Amount
Sept 1999 - Dec 1996	$ 32,500.00

Jan 1997 - Dec 1997	$ 60,000.00
Jan 1998 - Dec 1998	$ 50,000.00
Jan 1999 - Dec 1999	$ 10,000.00
TOTAL SALARY =	**$152,500.00**

6. Zamani utilized the hotel's checking account funds to pay for her own personal credit card expenses during the June 13, 1996 through January 2000.

Zamani obtained a sum total of **$57,565.65** from the hotel's checking account funds to pay for her own personal credit card expenses listed below **(see Exhibit W plus exhibits listed respectively below):**

Credit Card Provider	Date Paid	Check #	Amount
MANUAL CHECK REGISTER:		**(see Exhibit P)**	
J.C. Penney	09/16/96	1031	$ 226.17
Sears	12/10/96	1065	$ 348.98
		SUB-TOTAL =	**$ 575.15**
MANUAL CHECK REGISTER:		**(see Exhibit S)**	
AT&T	03/07/98	1183	$ 296.25
Bankcard Service	04/17/98	1201	$ 449.00
Discover Card	05/26/98	1215	$ 260.00
J.C. Penney	05/27/98	1218	$ 160.45
Bankcard Service	06/04/98	1220	$ 300.00
AT&T	06/23/98	1226	$ 1,103.50
Discover Card	06/28/98	1229	$ 200.00
Bankcard Service	06/30/98	1228	$ 300.00
MBNA America	06/30/98	1230	$ 500.00
First USA	06/30/98	1231	$ 250.00
J.C. Penney	07/06/98	1232	$ 100.00
Discover Card	07/28/98	1249	$ 300.00
Advanta	07/29/98	1252	$ 500.00
First USA	07/31/98	1253	$ 300.00
J.C. Penney	07/31/98	1254	$ 300.00

Bankcard Service	08/05/98	1265	$	500.00
MBNA America	08/09/98	1267	$	500.00
Discover Card	08/25/98	1277	$	1,000.00
Advanta	08/26/98	1279	$	1,000.00
J.C. Penney	09/06/98	1282	$	600.00
First USA	09/06/98	1283	$	1,000.00
Bankcard Service	09/06/98	1285	$	500.00
MBNA America	09/09/98	1292	$	1,000.00
Advanta	09/09/98	1293	$	1,000.00
American Express	09/20/98	1307	$	1,124.87
First USA	09/26/98	1312	$	311.03
Discover Card	09/28/98	1306	$	623.50
Bankcard Service	10/05/98	1314	$	300.00
J.C. Penney	10/07/98	1316	$	300.00
MBNA America	10/10/98	1318	$	515.70
Advanta	10/12/98	1319	$	300.00
J.C. Penney	11/04/98	1331	$	50.00
Bankcard Service	11/04/98	1332	$	194.00
MBNA America	11/06/98	1334	$	303.00
Advanta	11/12/98	1330	$	100.00
First USA	11/24/98	1339	$	377.00
Bankcard Service	12/02/98	1345	$	200.00
J.C. Penney	12/04/98	1346	$	439.24
MBNA America	12/04/98	1347	$	400.00
Advanta	12/04/98	1348	$	348.96
Group One N.W.	12/04/98	1350	$	218.94
Bankcard Service	12/10/98	1352	$	520.00
		SUB-TOTAL =	**$**	**18,577.44**

COMPUTER CHECK REGISTER:		**(see Exhibit T)**		
American Express	03/15/98	2924	$	418.00
AT&T Credit Corp	06/16/98	3067	$	361.93
AT&T Credit Corp	06/24/98	3082	$	329.09
AT&T Credit Corp	07/21/98	3130	$	345.35
AT&T Credit Corp	08/24/98	3175	$	345.35
		SUB-TOTAL =	**$**	**1,799.72**

MANUAL CHECK REGISTER:		**(see Exhibit U)**		
Bank of America	03/12/99	1387	$	200.00
First USA	04/28/99	1398	$	200.00
Bank of America	04/28/99	1400	$	200.00
Bank of America	04/28/99	1402	$	250.00
MBNA America	05/10/99	1414	$	300.00
Bank of America	05/12/99	1428	$	96.00
HRS	05/13/99	1429	$	863.60
Bank of America	05/30/99	1452	$	200.00
First USA	06/21/99	1465	$	200.00

Bank of America	06/02/99	1466	$	250.00
MBNA America	06/10/99	1478	$	300.00
First USA	06/30/99	1504	$	200.00
Bank of America	06/30/99	1505	$	200.00
Bank of America	07/09/99	1520	$	250.00
MBNA America	07/10/99	1530	$	350.00
Bank of America	07/30/99	1583	$	200.00
First USA	07/31/99	1584	$	300.00
Bank of America	08/04/99	1600	$	300.00
MBNA America	08/10/99	1607	$	500.00
J.C. Penney	08/30/99	1645	$	133.50
J.C. Penney	08/30/99	1647	$	133.58
Bank of America	09/01/99	1651	$	200.00
First USA	09/01/99	1653	$	300.00
Bank of America	09/01/99	1654	$	300.00
MBNA America	09/10/99	1676	$	500.00
Bank of America	09/30/99	1700	$	300.00
First USA	10/01/99	1709	$	1,000.00
Bank of America	10/07/99	1722	$	500.00
MBNA America	10/07/99	1723	$	500.00
Bank of America	10/29/99	1752	$	300.00
First USA	10/30/99	1756	$	500.00
Bank of America	11/05/99	1770	$	500.00
MBNA America	11/08/99	1781	$	1,000.00
Bank of America	11/29/99	1803	$	600.00
First USA	12/01/99	1814	$	500.00
Bank of America	12/08/99	1822	$	200.00
MBNA America	12/10/99	1830	$	300.00
Bank of America	12/20/99	1854	$	350.19
		SUB-TOTAL =	**$**	**13,676.87**

COMPUTER CHECK REGISTER: **(see Exhibit V)**

Bank of America	01/03/99	3348	$	200.00
First USA	01/03/99	3350	$	200.00
MBNA America	01/03/99	3353	$	300.00
Bank of America	01/04/99	3359	$	409.11
Advanta	01/04/99	3363	$	20.06
Bank of America	02/14/99	3389	$	240.00
Advanta	02/17/99	3408	$	20.06
MBNA America	02/18/99	3417	$	300.00
Bank of America	02/18/99	3419	$	222.00
Bank of America	02/18/99	3420	$	187.00
First USA	02/18/99	3421	$	195.00
Bank of America	02/27/99	3423	$	242.00
First USA	02/27/99	3425	$	199.00
MBNA America	02/27/99	3427	$	301.00
Advanta	03/15/99	3444	$	20.27

WA, Inc.	03/15/99	3454	$	134.66
HRS	03/15/99	3449	$	700.00
Bank of America	03/29/99	3463	$	234.00
First USA	03/29/99	3464	$	195.00
MBNA America	03/30/99	3477	$	297.00
		SUB-TOTAL =	**$**	**4,616.16**

MANUAL CHECK REGISTER:		**(see Exhibit W)**		
MBNA America	01/11/00	1892	$	300.00
		SUB-TOTAL =	**$**	**300.00**

COMPUTER CHECK REGISTER:		**(see Exhibit X)**		
Bank of America	01/18/00	4358	$	350.19
First USA	01/27/00	4382	$	6,554.02
Bank of America	01/27/00	4384	$	1,305.06
Bank of America	01/27/00	4385	$	5,305.70
Bank of America	02/09/00	4435	$	4,505.34
		SUB-TOTAL =	**$**	**18,020.31**

TOTAL CREDIT CARD PAYMENTS = $ 57,565.65

7. **Zamani also used the hotel's checking account funds to make payments to various other parties with respect to her own personal matters during the period June 13, 1996 through January 2000.**

Zamani paid a sum total of **$204,276.28** from the hotel's checking account to additional parties for her other personal matters as listed below:

NOTE: Items with asterisks are computer checks.

PAYMENTS TO: Attactions Hair Salon (Zamini's business)

Date	Check#	Amount	Date	Check#	Amount
(See Exhibit Z)					
10/24/96	1047	$ 1,000.00	12/12/96	1066	$ 500.00
01/22/97	1070	$ 2,000.00	08/25/97	1128	$ 3,000.00
			SUB-TOTAL =		**$ 6,500.00**

PAYMENTS TO: Helmut Kah (Zamani's attorney)
(See Exhibits O, P, Q, U, TT)

Date	Check#	Amount	Date	Check#	Amount
08/01/96	1018	$ 3,000.00	09/05/96	1027	$ 2,000.00
11/27/96	1059	$ 1,500.00	12/31/96	EFT	$ 6,500.00
03/07/97	1081	$ 1,000.00	05/25/99	1448	$ 1,000.00
09/07/99	1673	$ 1,000.00	**SUB-TOTAL =**		**$ 16,000.00**

Zamania paid Attorney Helmut Kah using hotel funds although his representation of her was for her personal legal issues.

PAYMENTS TO: Shirin Riahi (Zamani's friend)
(See Exhibit 'AA')

Date	Check#	Amount	Date	Check#	Amount
10/23/96	1046	$ 5,000.00	08/03/97	1123	$ 3,000.00
08/13/97	1125	$ 4,500.00	09/17/97	1135	$ 4,000.00
10/14/97	1141	$ 4,000.00	**SUB-TOTAL =**		**$ 20,500.00**

PAYMENTS TO: Steve Kaletimoko (Zamani's brother-in-law)
(See Exhibit 'BB')

Date	Check#	Amount	
03/07/97	1082	$ 500.00	**SUB-TOTAL = $ 500.00**

Zamani allowed Steve Kaletimoko to stay in the hotel for eight (8) months free of charge with his children and wife.

PAYMENTS TO: Cyrus Khatibi (Zamani's brother)
(See Exhibits Q, R, T, U, V, X)

Date	Check#	Amount	Date	Check#	Amount
01/01/97	1068	$ 4,820.11	01/13/97	2273*	$ 509.59
01/30/97	2298*	$ 509.59	02/26/97	2342*	$ 460.27
03/26/97	2397*	$ 849.32	04/23/97	2438*	$ 821.92
05/24/97	2491*	$ 345.19	06/23/97	2533*	$ 657.53
07/27/97	2584*	$ 679.45	08/27/97	2638*	$ 679.45
09/26/97	2681*	$ 657.53	10/26/97	2738*	$ 679.45
11/23/97	2780*	$ 657.53	12/24/97	2821*	$ 679.45
02/01/98	2879*	$ 679.45	02/20/98	2907*	$ 613.69
03/28/98	2948*	$ 679.45	05/02/98	3007*	$ 657.53
05/31/98	3042*	$ 679.45	06/24/98	3083*	$ 657.53
07/25/98	3132*	$ 679.45	08/24/98	3181*	$ 679.45

(Computer check records not provided by Zamani for remainder of 1998.)

01/03/99	3349*	$ 679.45	02/14/99	3391*	$ 856.99
02/27/99	3424*	$ 724.17	03/29/99	3471*	$ 919.45

(Computer check records not provided by Zamani for remainder of 1999.)

05/09/99	1422	$ 814.80	06/06/99	1471	$ 883.29
06/30/99	1497	$ 5,000.00	07/01/99	1515	$ 834.80
07/17/99	1552	$ 24.00	07/31/99	1591	$ 832.33

08/01/99	1598	$ 5,000.00	08/01/99	1599	$ 5,000.00
08/24/98	3181	$ 679.45	08/31/99	1640	$ 5,000.00
08/31/99	1641	$ 5,000.00	09/01/99	1657	$ 730.41
09/30/99	1701	$ 5,000.00	09/30/99	1702	$ 5,000.00
10/06/99	1712	$ 591.78	10/31/99	1762	$ 475.61
12/08/99	1827	$ 460.27	12/31/99	1867	$ 475.61
01/17/00	4356*	$ 306.85	01/20/00	4368*	$ 35,000.00

SUB-TOTAL = $ 98,621.64

PAYMENTS TO: Magid Khatibi (Zamani's brother)
(See Exhibits R, S, T, U, V, X)

Date	Check#	Amount	Date	Check#	Amount
01/13/97	2274*	$ 203.84	01/30/97	2299*	$ 203.84
02/26/97	2343*	$ 184.11	03/26/97	2398*	$ 339.73
04/23/97	2439*	$ 328.77	05/24/97	2492*	$ 138.07
06/23/97	2534*	$ 263.01	07/27/97	2586*	$ 271.78
08/27/97	2639*	$ 271.78	09/26/97	2682*	$ 263.01
10/26/97	2739*	$ 271.78	11/23/97	2781*	$ 263.01
12/24/97	2822*	$ 271.78	02/01/98	2882*	$ 271.78
02/20/98	2908*	$ 245.47	03/28/98	2949*	$ 271.78
05/02/98	3008*	$ 263.01	05/31/98	3043*	$ 271.78
06/24/98	3084*	$ 263.01	07/25/98	3133*	$ 382.25
07/29/98	1251	$ 3,000.00	08/24/98	3182*	$ 271.78

(Computer check records not provided by Zamani for remainder of 1998.)

01/03/99	3352*	$ 271.78	02/14/99	3393*	$ 271.78
02/27/99	3426*	$ 245.48	03/29/99	3472*	$ 271.78

(Computer check records not provided by Zamani for remainder of 1999.)

05/09/99	1421	$ 263.01	06/06/99	1472	$ 271.78
07/01/99	1514	$ 263.01	07/31/99	1590	$ 271.78
09/01/99	1656	$ 271.38	10/06/99	1713	$ 263.01
10/31/99	1761	$ 271.78	12/08/99	1826	$ 263.01
12/31/99	1866	$ 271.78	01/17/00	4355*	$ 175.34
01/20/00	4369*	$ 20,000.00			

SUB-TOTAL = $ 32,162.07

PAYMENTS TO: Robert Delach (See Exhibit 'CC')

Date	Check#	Amount	Date	Check#	Amount
10/17/97	1142	$ 2,000.00	11/05/97	1151	$ 2,000.00
12/25/97	1168	$ 50.00			

SUB-TOTAL = $ 4,050.00

PAYMENTS TO: Others (See Exhibits S, U, V, W, X)

	Date	Check#	Amount
Group One N.W.	12/04/98	1350	$ 218.94
WA, Inc.	03/15/99	3454*	$ 134.66
Corporate Travel Co.	03/30/99	3475*	$ 150.00
Japanese Travel Agency	03/30/99	3476*	$ 300.00
Medical Dispute Resolution	05/14/99	1430	$ 587.44
Centrum Financial Services	05/21/99	1445	$ 3,000.00
AA Rental	05/31/99	1458	$ 171.05

Eric Spann	06/16/99	1485	$ 672.00
McBride Construction	06/29/99	1507	$ 2,762.09
MPS	07/09/99	1526	$ 188.00
WA, Inc.	07/10/99	1537	$ 149.00
Fredick Roozen	07/16/99	1545	$ 1,000.00
Jim Hill	07/22/99	1558	$ 380.00
Judicial Dispute Resolution	08/06/99	1603	$ 352.05
Thartt Huyuh	08/21/99	1633	$ 400.00
The Millionair Club	08/22/99	1643	$ 124.00
The Millionair Club	08/28/99	1644	$ 124.00
American State Insurance	11/08/99	1780	$ 2,589.64
Curley's Natural Health	11/22/99	1800	$ 113.70
Japanese Travel Agency	12/02/99	1816	$ 300.00
Key Bank	12/09/99	1829	$ 8,476.00
James Largent	12/10/99	1831	$ 200.00
James Largent	12/14/99	1837	$ 250.00
James Largent	12/20/99	1858	$ 100.00
James Largent	12/22/99	1859	$ 200.00
James Largent	12/27/99	1862	$ 200.00
James Largent	12/31/99	1864	$ 100.00
James Largent	01/03/00	1883	$ 200.00
James Largent	01/07/00	1889	$ 150.00
James Largent	01/10/00	1891	$ 200.00
Brad Largent	01/12/00	1898	$ 200.00
Serv Pro	01/14/00	1900	$ 1,000.00
James Largent	01/20/00	4367*	$ 300.00
James Largent	01/24/00	4378*	$ 300.00
James Largent	02/10/00	4439*	$ 200.00
James Largent	02/19/00	4453*	$ 150.00
		SUB-TOTAL =	**$ 25,942.57**

TOTAL ZAMANI PAYMENTS TO ALL = $204,276.28

8. Zamani loan payments to her brothers, Cyrus Khatibu and Magid Khatibi.

In June 1996, Zamani borrowed $70,000 from her brothers, i.e. $50,000 from Cyrus Khatibi and $20,000 from Magid Khatibi to pay the hotel's property taxes and other expense in arrears. By the end of 1996, these loans had been paid in full to both brothers by Zamani. The hotel's

original 1996 Profit & Loss Statement shows a profit of $71,090.15 **(see Exhibit DD).** Thereafter, Zamani hired another accounting firm, Eskanger & Associates, that helped her engineer a new Profit & Loss Statement for 1996 to show a net loss in income and the $70,000 loan as a write-off at the end of 1996 **(see Exhibit EE).** According to the original 1996 Profit & Loss Statement **(Exhibit DD)**, there were no more loan balances still remaining due and payable to either of Zamani's two brothers. However, Zamani continued paying both brothers additional lump sums plus interest payments for the period 1997 through the end of January 2000 until the hotel sold. By the end of January 2000, Zamani had paid Cyrus Khatibi over $28,621.64 in interest payments alone plus over $70,000 in additional lump sum payments which together totaled $98,621.64. By the end of January 2000, Zamani had paid Magid Khatibi $9,162.07 in interest payments plus $23,0000 in additional lump sum payments which together totaled $32,162.07. In

summary, by the end of January 2000, Zamani had paid her brothers a grand total of $130,783.70 in addition to the principal sums already repaid in 1996 to her brothers for the loans amounts she had borrowed from them, i.e. $50,000 from Cyrus Khatibi and $20,000 from Magid Khatibi. Being that they were her brothers, she essentially was the recipient of the $130,783.70 grand total despite what the records show. How can then she be entitled to any further reimbursements from Appellant. If Zamani is allowed any further reimbursement at the expense of Appellant, then the judicial system will be condoning the fraud she committed as well as allowing her unjust enrichment at Appellant's expense.

9. Zamani made additional payments to her brother, Cyrus Khatibi (aka Nosratollah Cyrus Khatibi), from the hotel's funds. (See Exhibit FF)

In addition to the **$98,621.64** Zamani paid Cyrus Khatibi as documented in paragraph (7.) above, she also paid him **$26,729.10** which was documented as payroll. However, Cryrus Khatibi was never

physically an employee of the hotel and never worked there. He owned his own gas station business. Therefore, Zamani was merely withdrawing money from the hotel's funds under the guise of payroll expenses. Again this was just another one of the various means Zamani employed to obtain hotel funds for herself.

10. Credit card advances Zamani obtained through Wells Fargo under the hotel's name in the sum of $27,060.55 paid in order to pay for the hotel's property taxes. (See Exhibit GG)

Zamani paid the hotel's property taxes using Wells Fargo's credit line but then released Defendants from their obligation to reimburse her. By doing so, she forfeited her right to recover the cost from Defendants and should not now be allowed to recover the cost from Appellant when those costs were the responsibility of Defendants, the legal owners of the hotel.

Also, Zamani utilized the Wells Fargo credit line for personal use and made payments totaling **$35,675.53** to Wells Fargo from the hotel's checking account funds. Consequently, she co-

mingled personal and business affairs—and by doing so, she ignored and violated her fiduciary duties in order to draw the maximum benefit she could for herself. Thus, again Appellant asserts that Zamani should not be entitled to receive any further compensation from Appellant after having given up her right to reimbursement from Defendants. The following is a record of the payments Zamani made to Wells Fargo and these include payments for personal expenses Zamani charged to credit obtained under the hotel's name:

DATE	CK #	Amount	DATE	CK #	Amount
06/03/97	2514*	$ 5,000.00	07/05/97	2555*	$ 5,000.00
07/27/97	2596*	$ 5,000.00	08/27/97	2643*	$ 7,002.48
09/26/97	2691*	$ 5,208.78	11/07/97	2755*	$ 638.15
11/29/97	2790*	$ 5,000.00	12/31/97	2843*	$ 400.00
05/10/98	1207	$ 600.00	05/09/99	1419	$ 326.12
08/10/99	1610	$ 500.00	10/07/99	1721	$ 500.00
11/08/99	1782	$ 500.00	**SUB-TOTAL =**		**$ 35,675.53**

11. Defendants' Pre-Hearing Mediation Statement of May 13, 1999.

Defendants knew in 1999, i.e. prior to the sale of the hotel, that Zamani incurred more than $250,000 in questionable expenses during her term as general manager of the hotel that was deemed

as an overdraw by Zamani from the hotel's funds. **(See Exhibit HH)**

Defendants and their attorney, David Cullen, had a certified public accountant, Anthony James Mailhot, analyzed the hotel's accounting records in 2000 after the hotel sold in January 2000. He testified in court on April 6, 2000 that the questionable expenses by Zamani totaled approximately $260,000 or $270,000 based upon the records reviewed. **(See Exhibit II, page 79)**

In summary, although Defendants knew in 1999 about the questionable expenses, i.e. prior to the hotel being sold, they never pursued Zamani directly to recover the overdrawn funds or even sought recovery through the sale of the hotel **(see Settlement Statement, Exhibit JJ.**

Thus, it has been established in the court records that Zamani withdrew over $260,000 from the hotel's funds. This is nothing less than embezzlement of the hotel's funds by Zamani. Why then should Zamani be entitled any reimbursement at all? Has she not already obtained over and

above any reimbursement she might have been due? If anything, Zamani in reality owes reimbursement to Appellant and Defendants based upon the evidence.

12. $220,000 loan obtained by Zamani from Centrum Financial Services.

Due to Defendants' failure to pay the hotel's property taxes, the hotel became subject to a Trustee's Sale through an auction scheduled for June 11, 1999. The *Notice of Foreclosure dated 3/2/99* required payment of an estimated sum of $87,507.88 (for arrearages and costs) in order to cure the default **(see Exhibit KK)**. On June 2, 1999, Zamani sought a $220,000 loan through Centrum Financial Services on behalf of the hotel to cure the default **(see Exhibit LL)**. However, Zamani's personal drawing account shows that on June 7, 1999 (i.e. prior to scheduled Trustee's Sale of June 11, 1999), she had $78,879.48 in funds available in her hotel drawing account and had sufficient funds to cure the default without having to obtain a loan **(see Exhibit MM)**.

However, she continued depleting the hotel's checking account into her own drawing account to benefit herself. So if only $87,507.88 in estimated funds were needed to cure the property tax default, then why did Zamani obtain a $220,000 loan through Centrum Financial Services and what happened to that loan money? No one knows. None of the records Zamani and Defendants provided to Appellant reveal what happened to the loan funds provided by Centrum Financial Services. Most interesting is that Zamani received $3,000 as bribe money from Centrum Financial Services on May 21, 1999 that was deposited into Zamani's personal drawing account, i.e. prior to the $220,000 loan being approved by Centrum Financial Services **(see Exhibit MM).**

Again, Zamani obtained funds that have never been unaccounted for and yet Zamani is seeking reimbursement of costs from Appellant. Any reimbursement to Zamani by Appellant imposed judicially at this juncture would only constitute further injury to Appellant who was no part of

Zamani's outrageous violations of her fiduciary duties as general manager of the hotel.

13. Zamani's poor business practices.

The April 20, 2000 *Court's Oral Decision* **(see Exhibit NN, page 4 of 6)** shows that the trial court had knowledge through Zamani's own testimony, the testimony of other parties, and the documentary evidence presented during the April 2000 trial about Zamani's poor business practices. The trial court judge specifically stated that Zamani may experience difficulties with the IRS as a result of her business practices. Appellant estimates that Zamani embezzled approximately over $600,000 from the hotel's funds. How can then Zamani be entitled any further monies?

14. The $200,000 hold-back fund issue.

Appellant asserts that he only signed the January 2000 agreement with regard to the holdback fund because Zamani would not sign the sale agreement otherwise. Also, the hotel would have gone into foreclosure. Thus he felt powerless and

acquiesced to Zamani's demand. It was Zamani's way of manipulating the sale in order to seek additional funds since she had released her deficiency claims against Defendants. **(See Exhibit I)**

15. Appellant is rightfully and solely entitled to reimbursement of all attorney fees as already judicially ordered.

David Cullen, Attorney of Defendants, should seek payment of his attorney fees from Defendants since the appellate court determined that the trial court erred in its judgment of June 27, 2000. If Respondent Attorney David Cullen is not ordered to make restitution of the attorney fees to Appellant, then it would mean that the court is still holding Appellant responsible for the Defendant's attorney fees. Furthermore, it was the trial court's error that caused attorney fees to be made payable to Respondent Attorney David Cullen. Thus, now the matter should be corrected judicially and it should not be such that Appellant is caused to seek restitution from

Defendants for those attorney fees since the moneys were never received by Defendants but were received by Defendant's attorney, David Cullen. Appellant directs the court to Section 1 of the Restatement of Restitution 74 (1937):

> "A person who has conferred a benefit upon another in compliance with a judgment, or whose property has been taken thereunder, is entitled to restitution if the judgment is reversed or set aside, unless restitution would be inequitable or the parties contract that payment is to be final; if the judgment is modified, there is a right to restitution of the excess."

See also *Miebach v. Colasurdo, 102 Wn.2d 170m 685 P.2d 1074 (1984)* and *Transamerican Ins. Group v. Adams, 62 Or. App. 419, 661 P.2d 937 (1983)*. Attorney Cullen is not a stranger to legal procedures and was fully aware that Appellant was very likely to appeal the trial court's decision.

16. The $288,150.20 (calculated as of June 2003) indebtedness owed by defendants that remains unsatisfied.

By express agreement in January 2000, Zamani voluntarily agreed to release all her deficiency claims against Defendants. Since she had discharged her right to seek any deficiencies

against Defendants, she should not now be allowed to seek recovery through Appellant who elected not to release his deficiency claims against Defendants **(see Exhibit I)**. The trial court, by entitling Zamani to receive 61.05% of the $288,150.20 (calculated as June 2003) deficiency indebtedness, is technically ignoring Zamani's express agreement of January 19, 2003 with Defendants and giving it no importance. Essentially, Zamani is being judicially enabled to additional enrichment at Appellant's expense. See *Louie Bort, et al. v. Parker, et al., 110 Wn. App. 561, 580 (2002).*

17. Revenue of the hotel.

During the period June 13, 1996 through 1999 when Zamani was the general manager of the hotel, Appellant estimates that the correct hotel aggregate revenue was $3.0M. However, per the records, the revenue was reported as follows:

Period	Revenue	
06/13/96 - 12/13/96	$ 314,572.71	**(Exhibit OO)**
01/01/97 - 12/31/97	$ 519,454.54	**(Exhibit PP)**
01/01/98 - 12/31/98	$ 368,877.82	**(Exhibit QQ)**
01/01/99 - 12/31/99	$ 343,258.43	**(Exbibit RR)**

TOTAL REVENUE = $ 1,546,163.50

Pursuant to the revenue records, it appears that approximately $1.5M in revenue is missing and unaccounted for. Appellant asserts that Zamani stole that revenue from the hotel and underreported the hotel's actual revenue. Note that the reported revenue in 1996 for just 6.5 months totaled $314,572.71 which was an underreported total since Zamani had used unreported hotel funds for personal purposes. Thus, the actual unreported total revenue can be be estimated to have been over $400,000 for that 6.5 months in 1996. So how could the hotel revenue in the years 1997, 1998 and 1999 drop so low when the hotel business was thriving?

When in 1999, Defendants became knowledgeable about the missing hotel funds, Zamani and Defendants entered into an agreement on May 28, 1999 **(see Exhibit PP)** whereby she released all her deficiency claims against Defendants pursuant to that agreement. As a

result, Zamani avoided being sued by Defendants for the missing funds.

18. Complete records have never been provided by Zamani or Defendants.

All the analysis presented herein in this brief is based upon the limited records Zamani provided. Despite the courts orders of July 24, 1998 and February 26, 199, directing both Zamani and Defendants to submit records **(see Exhibit QQ)**, Appellant was never provided with all the hotel's records he requested. If the hotel's complete records are reviewed, Appellant is of the opinion that it can be established that Zamani stole more than $600,000 from the hotel's funds and, thus she Zamani should not be allowed to receive any further monies.

19. Attorney Helmut Kah's legal liens.

Zamani's attorney, Helmut Kah, who represented her in her divorce case and the current case, has filed two liens for his legal fees dated January 20, 2000 and June 28, 2000 for the amounts of $100,000 and $32,745.18

respectively. Although he claims that the fees are related to services rendered with regard to the current case, he has provided no evidence to document what services he rendered in his representation of Zamani.

E. CONCLUSION

1. ZAMANI'S REIMBURSEMENT OF $32,377.20

Based upon the preceding information presented in detail and supported by documentary proof, Appellant asserts that Zamani has already obtained over and above her share of compensation and should not be entitled to any further distribution from the $200,000 holdback account or from any deficiency sums assessed against Defendants or from the restitution of attorney fees to Appellant as ordered by the court. As general manager of the hotel during the period June 13, 1996 through February 2000, Zamani obtained, through various means from the hotel's check account funds, an aggregate total of **$576,391.91** for her own enrichment based upon the

sum totals listed below as documented in paragraphs (3.), (4.), (5.) and (6.) of Section D of this brief:

Check & Debit Withdrawals	$	**162,049.98**
Salary Compensation	$	**152,500.00**
Personal Credit Card Expenses Paid	$	**57,565.65**
Zamani Personal Payments	$	**204,276.28**
GRAND TOTAL =	$	**576,391.91**

Although Zamani asserts that she took over the hotel's management to preserve hers and Appellant's equity in the hotel, she really only did so for her own self interest and enrichment. Since Zamani and Appellant were already divorced at the time she took over management of the hotel, she had no interest in preserving Appellant's share of the hotel's equity—only her own. It is clear from the limited records available that she mingled her own personal affairs with that of the hotel business and used the hotel's funds for her own personal gain as long as she could. She essentially abused her power as general manager of the hotel. In summary, if Zamani is now allowed to receive more monies, then the court will only be further

enabling Zamani to additional enrichment at Appellant's expense. Thus, Appellant appeals the decision of the trial court with respect to the issue of any reimbursement of moneys to Zamani and requests that she be denied reimbursement of the $32,377.20 sum and also be denied any further compensation from which Appellant stands to make any recovery of funds from any sources relative to this case. See *Farwest Steel Corp. v Mainline Metal Works, Inc., 48 Wn. App. 719, 731-732, 741 P.2d 58 (1987).*

2. ORDER ZAMANI TO REFUND THE $122,100 BACK INTO THE HOLDBACK FUND

Pursuant to the arguments set forth herein and the evidence presented in the Exhibits with this brief, Appellant prays that the Court of Appeals order Zamani to make full restitution of the $122,100 disbursement she received from the holdback fund in order to re-establish that holdback fund.

3. RESTITUTION OF ATTORNEY FEES TO APPELLANT

Appellant prays that the Court of Appeals reverses the trial court's December 12, 2003 decision and order Defendant's counsel, Attorney David Cullen, to make full restitution of all attorney fees subject to a 12% interest per annum from June 27, 2003 to the date of entry of an order and 12% interest per annum thereafter until fully paid **(see Exhibits G & H).** Failure by court to ensure that Attorney David Cullen make the restitution to Appellant would only mean that Appellant is being judicially prejudiced. Wherefore Appellant prays that the trial court's order denying restitution of attorney fees to Appellant be overturned and Respondent Attorney David Cullen be denied his appeal for affirmation of the trial court's order.

4. THE $288,150.20 (calculated as of June 2003) INDEBTEDNESS OWED BY DEFENDANTS THAT REMAINS UNSATISFIED.

Appellant prays that the Court of Appeals corrects its opinion of September 23, 2002 **(see**

Exhibit B, page 8) with regard to entitling Appellant to only 38.95% of the indebtedness remaining unsatisfied after the sale of the hotel. As already stated in paragraph (3.) of this section, Appellant reiterates that Zamani released all her claims against Defendants pursuant to their express contract of January 19, 2000. Wherefore, Appellant requests the Court of Appeals to rectify that Appellant is solely and wholly entitled to a deficiency judgment of 100% of the indebtedness that remains unsatisfied to date subject to a 12% interest per annum plus late fee charges.

5. ATTORNEY HELMUT KAY'S LIENS

Appellant requests the court to disallow Attorney Helmut Kay's liens relative to legal services rendered to Zamani. Since his liens are unsubstantiated and Zamani truly is not entitled to receive any further monies in light of the evidence presented herein, Attorney Kay needs to

pursue his fees directly from Zamani and not from this case.

RESPECTFULLY SUBMITTED THIS 7th DAY OF APRIL 2005.

BY: S. Ehsani

Sayed Zia Ehsani
Appellant in Pro Per
23400 Maestro Place
West Hills, CA 91304
Phone: (818) 704-6460

CERTIFICATE OF SERVICE

I, SAYED ZIA EHSANI, CERTIFY THAT I HAVE THIS 7TH DAY OF APRIL, 2005 CAUSED TO BE SERVED A TRUE AND CORRECT COPY OF THE FOLLOWING UPON THE PARTIES LISTED BELOW:

OPENING BRIEF OF SAYED ZIA EHSANI

Helmut Kah Attorney at Law 13901 NE 175th Street, Ste K Woodinville, WA 98072-8548	☒ U.S. Mail, postage prepaid ☐ Hand Delivered Via Messenger Service ☐ Overnight Courier ☐ Fascimile
David Dillard Cullen Attorney at Law West Hills Ofc Pk Bldg 11 1800 Cooper Point Rd SW Olympia, WA 98502-1178	☒ U.S. Mail, postage prepaid ☐ Hand Delivered Via Messenger Service ☐ Overnight Courier ☐ Fascimile
The Court of Appeals of the State of Washington Division 1 One Union Square 600 University Street Seattle, WA 98101-4170	☐ U.S. Mail, postage prepaid ☐ Hand Delivered Via Messenger Service ☒ Overnight Courier ☐ Fascimile

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

EXECUTED THIS 7th DAY OF APRIL 2005 AT WEST HILS, CALIFORNIA.

SAYED ZIA EHSANI

A

EXHIBIT 'A'

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

SAYED ZIA EHSANI and GUITTY ZAMANI Plaintiffs, vs THE McCULLOUGH FAMILY PARTNERSHIP et al Defendants.	NOs. 97-2-30284-4 SEA ORDER ON REMAND FROM APPEAL ON ATTORNEY FEES, AND APPORTIONMENT OF HOLDBACK FUNDS

THIS MATTER came before the court for determination of the amount of the deficiency remaining on the deed of trust and note, determination of attorney fees due Plaintiff Ehsani and determination of offsets for Zamani against the $200,000 holdback fund awarded in judgment at trial, pursuant to a remand from Division I of the Court of Appeals dated September 22, 2003. Plaintiff Ehsani is represented in the present considerations by counsel Thomas S. Olmstead. Plaintiff Zamani is represented by counsel Helmut Kah. Defendants are represented by David Cullen. The parties appeared before the court for a preliminary discussion for implementation of the remand order on November 25, 2003 and oral argument.

JUDGE JAMES DOERTY
KING COUNTY SUPERIOR COURT
516 THIRD AVE
SEATTLE WA 98104

The court requested additional briefing and documentation for consideration without further oral argument for December 12, 2003. Some of the defendants have filed for bankruptcy.

1. ATTORNEY FEES FOR PLAINTIFF EHSANI

Plaintiff Ehsani submitted invoices and billing statements from various counsel representing him before, during and after the trial in this matter. The statements were not supported by analysis or briefing and are not differentiated in any way by Plaintiff. Defendant objected to the aggregate amount claimed noting that both the failed deal negotiations, the litigation and especially the trial were protracted in large part due to Plaintiff Ehsani's intransigence and insistence on re-hashing the history of his marriage and dissolution from Plaintiff Zamani. The court agrees with this assessment as it did at the time of trial. It is therefore

ORDERED that defendants are jointly and severally liable for Ehsani's attorney fees for trial in the amount of $21,910.00 based on the invoices of trial counsel Dan Young.

2. DISGORGEMENT OF FEES FROM DEFENDANTS' COUNSEL

Plaintiff has made a Motion for Restitution of funds paid Defendant's counsel after trial from the holdback fund. The court has considered the Defendant's response and supporting documentation filed under seal. It is herewith

ORDERED that restitution of funds paid to Defendant's counsel is DENIED.

3. ZAMANI'S ADDITIONAL CLAIM AGAINST THE HOLDBACK FUND

The Court of Appeals identifies an additional $32,377.20 due Zamani from Ehsani for contributions she made for taxes and mortgage arrears to save the property from foreclosure. The dollar amount identified by the Court of Appeals is not disputed.

JUDGE JAMES DOERTY
KING COUNTY SUPERIOR COURT
516 THIRD AVE
SEATTLE WA 98104
(206) 296-9250

The methods of calculating the distribution in the opinion are inconsistent. The court requested supplemental briefing from the Plaintiffs on this point.

Ehsani declined to file supplemental briefing on this issue.. The court has considered the supplemental briefing on this point filed by Zamani. Based thereupon it is

ORDERED that Zamani shall have judgment against Ehsani for $32,377 20 from his 38.95% share of the holdback.

IT IS FURTHER ORDERED that Plaintiff Ehsani is entitled to 38.95% of the $288, 150.20 (as of June, 2003) indebtedness that remains unsatisfied.

IT IS SO ORDERED this 12 day of December, 2003.

JAMES DOERTY
Chief Civil Judge

JUDGE JAMES DOERTY
KING COUNTY SUPERIOR COURT
516 THIRD AVE
SEATTLE WA 98104
(206) 296-9250

B

EXHIBIT 'B'

A majority of the panel has determined that this opinion will not be printed in the Washington Appellate reports but will be filed for public record pursuant to RCW 2.06.040. IT IS SO ORDERED

Mary Kay Becker

FILE
IN CLERK'S OFFICE
COURT OF APPEALS
STATE OF WASHINGTON-DIVISION 1
DATE SEP 23 2002
Mary Kay Becker
CHIEF JUDGE

IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON

SAYED ZIA EHSANI, a single man, and GUITTY ZAMANI, a single woman, Appellants, v. THE McCULLOUGH FAMILY PARTNERSHIP, a Washington partnership; DAVID E. McCULLOUGH and CHONG R. McCULLOUGH, husband and wife, and the marital community comprised thereof; EDWARD F. McCULLOUGH; and THE McCULLOUGH GROUP, INC., a Washington corporation, Respondents.	No. 47024-8-I DIVISION ONE consolidated with: No. 47081-7-I DIVISION ONE UNPUBLISHED OPINION FILED: SEP 23 2002

PER CURIAM. In judicial foreclosure actions, a trial court may act in equity, but the relief available is limited to recognized equitable defenses. A mortgagee, or deed of trust beneficiary, who proceeds to foreclose judicially, is entitled to a deficiency judgment as a matter of law absent a recognized equitable defense.[1] Here, no such defense was raised and the trial court erred in failing to award Ehsani his portion of a deficiency judgment. The trial court also erred by awarding attorney fees and costs to the defaulting parties.

[1] See RCW 61.12.070.

FACTS

In 1992, Sayed Zia Ehsani and Guitty Zamani, then husband and wife, sold the LaResidence Suites Hotel in Bellevue to the McCullough Family Partnership, David E. and Chong R. McCullough, Edward F. McCullough, and The McCullough Group, Inc. (herein collectively referred to as the McCulloughs). The McCulloughs executed a deed of trust and promissory note securing that property in favor of Ehsani and Zamani.

The note provides that in the event of default under the note, Ehsani and Zamani could accelerate the debt. The note also contained an attorney fees provision in the event of default. By agreement, this note and deed of trust were made subordinate to a first position deed of trust in which First Community Bank was the beneficiary. The bank held a note worth approximately $925,000.

In March 1994, Ehsani and Zamani dissolved their marriage. Ehsani was awarded 38.95 percent of the principal and interest on the note to be paid by the McCulloughs, and Zamani was awarded the balance of 61.05 percent.

In the spring of 1994, the McCulloughs offered the hotel back to Ehsani and Zamani. The offer was rejected. In June 1995, the McCulloughs fell into arrears with respect to their obligations under the note. They were also in arrears with respect to property taxes and their obligation to First Community Bank.

The McCulloughs attempted to sell the hotel, but did not want to sell it without an agreement from Ehsani and Zamani that would release them from any deficiency judgment. Ehsani refused. Zamani also refused initially.

In June 1996, the McCulloughs entered into a management agreement with Zamani, acting on her own, turning the general management duties of the hotel over to her, but keeping title to the hotel in the McCulloughs. The agreement was entered to save the hotel from foreclosure by the bank. Zamani paid the bank arrearages and the past due property taxes in the approximate amount of $83,125. Zamani managed the hotel until it sold.

Previously, in late 1997, Ehsani, on his own behalf, sued for judicial foreclosure of the note and deed of trust. He sought foreclosure and a deficiency judgment in the amount of indebtedness owed, if any, after sale of the property. Ehsani included Zamani as a named plaintiff in the action because she was the holder of a 61.05 percent interest in the note and deed of trust. However, Ehsani stated that he spoke only for himself and his personal interest in the action, and that he did not represent Zamani's interest.

The McCulloughs countered that Ehsani failed to mitigate his potential losses and damages by refusing to go along with some of the sale offers. They also claim that Ehsani's behavior was unreasonable and that the delay caused an increase in fees and costs. However, as noted above, the McCulloughs refused to go through with a sale

unless Ehsani and Zamani agreed to release them from any deficiency judgment. The McCulloughs claimed the foreclosure was an action in equity and that because of his conduct Ehsani was not entitled to any deficiency.

In late May of 1999, Zamani and the McCulloughs entered into an agreement entitled "Agreement for Conveyance and Mutual Release" under which the McCulloughs conveyed their title in the hotel to Zamani in exchange for certain promises. Zamani and the McCulloughs released each other from all claims. Zamani released the McCulloughs from her 61.05 percent portion of any deficiency. Additionally, the agreement specifically provided that Zamani was not releasing any claims that Ehsani had against the McCulloughs, and the McCulloughs were not releasing any claims or defenses they had against Ehsani.

The hotel sold on January 20, 2000 for $2,350,000 cash. All parties agreed that the property should be sold to the buyer free and clear of all encumbrances. The McCulloughs specifically waived any right of redemption. In addition, the trial between Ehsani and the McCulloughs was to proceed with a portion of the net sale proceeds being held in reserve until after trial.

Trial was held in April 2000.[2] The trial court denied Ehsani's deficiency claim in its entirety, finding that Ehsani had a duty to mitigate damages, but failed to do so. On

[2]Ehsani named Zamani as co-plaintiff and pleaded no claims against her. Throughout the course of the trial he stated several times that he made no claims

that basis, the court concluded that the McCulloughs were the prevailing party and awarded them over $106,000 in attorney fees and costs. Finding that neither Ehsani nor Zamani had "clean hands," the trial court divided the $200,000 escrow reserve account using the same percentages set forth in the dissolution. The trial court did not grant any reimbursement to Zamani for costs paid to keep the hotel out of foreclosure or for property taxes. Ehsani's portion of this fund paid only a portion of the judgment against him for fees and costs awarded to the McCulloughs.

Ehsani, acting pro se, appeals the judgment claiming the trial court erred in denying his claim for 38.95 percent of a deficiency and that the fees and costs were awarded in error as the parties who defaulted should not be considered "the prevailing party."

Zamani cross appeals claiming that she is entitled to funds she spent on hotel expenses and upgrades as well the funds she paid to keep the hotel from going into foreclosure and the property taxes paid. She seeks attorney fees from Ehsani.

DISCUSSION

Ehsani brought his claim as a statutory judicial foreclosure action. He claims the trial court erred in denying his claim for a deficiency judgment on the note and deed of trust. We agree. The trial court mistakenly applied an over-encompassing equitable

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against Zamani. But besides his claim against the McCulloughs, much of the time at trial was spent by Ehsani seeking amounts for unpleaded claims from Zamani.

standard to the issues in the case. Without a recognized equitable defense, a mortgage or deed of trust beneficiary who proceeds judicially is entitled to a deficiency judgment.[3]

In Farm Credit Bank v. Tucker,[4] the bank brought an action foreclosing on a mortgage, and on equitable grounds the trial court denied the bank's claim for post-judgment interest under its promissory note. The bank appealed. The debtors argued that foreclosure is an equitable action and the trial court acting in equity can disallow interest on equitable grounds. However, this court rejected the Tuckers' assertion that the bank's foreclosure action was wholly equitable in nature. Further, the court indicated that the case of Puget Sound National Bank v. Olsen[5] does not stand for the

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[3]Helbling Bros., Inc. v. Turner, 14 Wn. App. 494, 497-98, 542 P.2d 1257 (1975); see RCW 61.12.070 which states in part:

> When there is an express agreement for the payment of the sum of money secured contained in the mortgage or any separate instrument, the court shall direct in the decree of foreclosure that the balance due on the mortgage, and costs which may remain unsatisfied after the sale of the mortgaged premises, shall be satisfied from any property of the mortgage debtor . . . .

(Emphasis added.) See 4 Wash. State Bar Ass'n, Real Property Deskbook § 48.10(7)(b)(ii), at 48-36 (3d ed. 1996).

Except as provided in chapter 61.24 RCW, a deed of trust is subject to all laws relating to mortgages on real property. RCW 61.24.020. A deficiency judgment is allowed when a deed of trust is foreclosed as a real property mortgage. RCW 61.24.100(8) makes the anti-deficiency statute inapplicable to a foreclosure on a deed of trust.

[4]Farm Credit Bank v. Tucker, 62 Wn. App. 196, 201, 813 P.2d 619 (1991).

[5]Puget Sound Nat'l Bank v. Olsen, 174 Wash. 200, 202, 24 P.2d 613 (1933).

proposition that once a plaintiff decides to seek foreclosure that he or she abandons all rights in contract. The Puget Sound National Bank v. Olsen case merely holds that because a foreclosure action raises a question of equitable cognizance, a plaintiff is not entitled to a jury trial as a matter of right.[6]

There are certainly defenses to judicial foreclosure. Under common law recognized defenses exist such as payment, discharge, release, satisfaction, or the lack of existence of a valid lien. While equitable defenses are permitted, they are generally limited to those that attack the making, validity, or enforcement of the note and deed. A defense is not legally sufficient if it does not deal with the making, validity, or enforcement of the note or mortgage. Recognized equitable defenses include marshalling of assets, equitable estoppel, laches, unconscionability, abandonment of security, usury, accident, and mistake or fraud in the fulfilling of conditions of the mortgage. As noted above, absent such a defense, a mortgage or deed of trust beneficiary who proceeds judicially is entitled to a deficiency judgment.

The trial court accepted the McCulloughs' asserted defense that Ehsani failed to mitigate his damages and that Ehsani should have accepted an earlier offer to purchase the hotel. Nothing in the cases cited extends such a rule to instances of statutory judicial foreclosure of a deed of trust to enforce payment of sums due under a

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[6]Farm Credit Bank, 62 Wn. App. at 201 n.1.

promissory note.[7] Further, a review of the record indicates that it was as much the McCuiloughs' prior unwiliingness to sell the hotel without a deficiency release from both Ehsani and Zamani as it was Ehsani's refusal to grant a deficiency release. Ehsani sought to enforce the deed of trust and note to gain the benefit of his bargain. This he is entitled to do. The cases cited by the McCulloughs regarding mitigation do not apply.

The case must be reversed and remanded for a determination of the amount of deficiency. Ehsani is entitled to a deficiency judgment in the amount of 38.95 percent of the indebtedness that remained unsatisfied after the sale of the hotel property.

Considering our decision, the McCulloughs are not the prevailing party and are not entitled to the attorney fees and costs awarded below. This action arose due to their default on the underlying note and deed of trust. The award of attorney fees and costs is reversed, and on remand fees are to be awarded to Ehsani.

Finally, we must determine if Zamani is entitled to any relief from the judgment. Although Zamani was for all intents and purposes an involuntary plaintiff in the foreclosure action, before trial she and the McCulloughs entered into a mutual release of all claims against each other. Thus, in the judicial foreclosure action there was no

[7]Ehsani is not required to mitigate damages here after the McCulloughs' breach. In any event, the McCulloughs are not blameless and cannot be said to have "clean hands" in this action. The McCulloughs are the defaulting parties. Due to their actions the bank brought a foreclosure action in 1996. Only the actions of Zamani temporarily bailed them out.

adjudication of any rights between the McCulloughs and Zamani. This court refuses to take notice of any cross appeal as to the McCulioughs.

Further, there is little to be claimed on appeal by Zamani against Ehsani. Initially, they were both plaintiffs in the foreclosure action, yet Zamani gave up her right to a deficiency in the agreement with the McCulloughs. She attempts to bootstrap an argument that she is entitled to attorney fees from Ehsani because even though he said he was not pursuing any claims against her, much of the trial was consumed in her having to deflect or defend against unpleaded claims against her by Ehsani. Zamani also refers to the amounts incurred in preserving the hotel property for their common benefit.

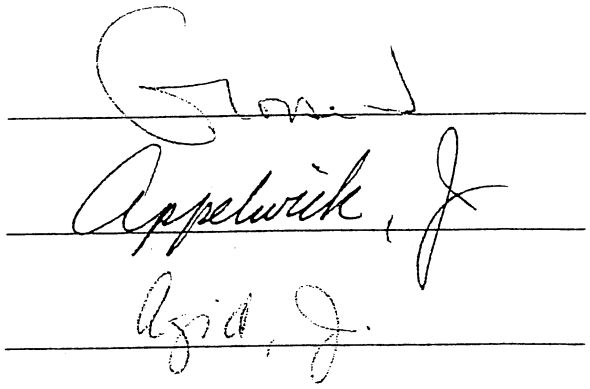
As between Ehsani and Zamani, Zamani has a claim to an additional portion of the $200,000 holdback that was awarded in the judgment. In 1996, Zamani incurred expenses to cure the defaults on the McCulloughs' obligation to First Community Bank to keep the hotel from foreclosure by the bank. This was done to protect the interest of both Zamani and Ehsani. Those undisputed sums are delinquent King County property taxes in the amount of $27,008.29 and arrearages and fees to the bank of $56,116.74 for a total of $83,125.03. Zamani is entitled to receive contribution of Ehsani's proportionate share (38.95 percent) of those taxes and fees, an amount of approximately $32,377.20 off the top of the $200,000 holdback before dividing the

remainder. The remaining $167,622.80 is to be distributed by the appropriate percentages, 38.95 percent to Ehsani and 61.05 percent to Zamani.

Zamani's remaining claims for the reimbursement of funds expended for improvements to the property and other costs were undertaken by her as optional operational business expenses and risks and are not to be refunded as a part of the action. Zamani took a salary as manager of the hotel for a number of years. She also commingled operational funds with personal funds. These expenses resulted from her personal decisions.

The judgment of the trial court is reversed and the case is remanded for proceedings consistent with this opinion.

FOR THE COURT:



C

EXHIBIT 'C'

IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON
DIVISION I

SAYED ZIA EHSANI, a single man, GUITTY ZAMANI, a single woman, Appellant, v. THE McULLOUGH FAMILY PARTNERSHIP, a Washington partnership; DAVID E. McCULLOUGH and CHONG R. McCULLOUGH, husband and wife, and the marital community comprised thereof; EDWARD F. McCULLOUGH; and THE McCULLOUGH GROUP, INC., a Washington corporation, Respondents.	No. 47024-8-I Consolidated with Cause No. 47081-7-I MANDATE King County Superior Court No. 97-2-30285-4 SEA

THE STATE OF WASHINGTON TO: The Superior Court of the State of Washington in and for King County.

This is to certify that the opinion of the Court of Appeals of the State of Washington, Division I, filed on September 23, 2002, became the decision terminating review of this court in the above entitled case on November 1, 2002. This case is mandated to the Superior Court from which the appeal was taken for further proceedings in accordance with the attached true copy of the decision.

c: Sayed Zia Ehsani
David D. Cullen
Helmut Kah
Hon. James A. Doerty

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court at Seattle, this 1st of November, 2002.

RICHARD D. JOHNSON
Court Administrator/Clerk of the Court of Appeals,
State of Washington, Division I.

D

EXHIBIT 'D'

SUPERIOR COURT OF WASHINGTON
COUNTY OF KING

SAYED ZIA EHSANI, et al Plaintiff, Vs. THE McCULLOUGH FAMILY PARTNERSHIP, et al, Defandants	No. 97-230285-4 SEA ORDER ON STATUS CONFERENCE

The Court and counsel conferred by telephone with respect to issues on remand from the Court of Appeals, and scheduling. Based there on the Court ORDERS: **Testimony and argument is set for November 25, 2003 at 9:00 a.m.in E-416 of the King County Courthouse.**

Plaintiff Ehsani has made a prima facie showing on attorney fees. He may be cross-examined on this issue, and other witnesses may be called in response to his showing. All witnesses must be subpoenaed no later than November 14, 2003.

Plaintiff Zamani shall submit her proposal on cost reimbursement from Ehsani's share of the holdback in writing with citation reference to the trial transcript no later than November 7, 2003. Responses thereto, and any further responses to Ehsani's motions for summary judgment and restitution shall be filed and served no later than November 14, 2003. Strict reply if any to any of the above shall be served and filed no later than November 21, 2003.

On November 25, 2003 the court will hear such testimony as counsel propose and argument on the issues. The hearing may not exceed three hours.

DATED: October 16, 2003

JUDGE JIM DOERTY

EXHIBIT 'E'

E

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KING COUNTY
SUPERIOR COURT CLERK

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

SAYED ZIA EHSANI, a single man, and GUITTY ZAMANI, a single woman Plaintiffs, THE McCULLOUGH FAMILY PARTNERSHIP; a Washington partnership; DAVID E. McCULLOUGH and CHONG R. McCULLOUGH, husband and wife and the Marital community comprised thereof; EDWARD F. McCULLOUGH; and THE McCULLOUGH GROUP, INC. a Washington Corporation, Defendant,	NO. 97-2-30285-4 SEA NOTICE OF APPEAL TO COURT OF APPEALS DIVISION ONE

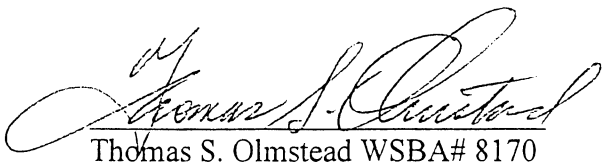
SAYED ZIA EHSANI, Plaintiff, seeks review by the designated appellate court of the Order on Remand from Appeal on Attorney fees, and apportionment of Holdback Funds, entered December 12, 2003.

A copy of the Order on Remand from Appeal on Attorney fees, and apportionment of Holdback Funds from which this appeal is taken is attached to this Notice.

DATED this 9th day of January 2004

COPY

THOMAS S. OLMSTEAD
Attorney at Law
18887 Highway 305 N.E., Suite 900
Poulsbo, WA 98370
(360) 779-8980



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(360)779-8980

Attorney for Appellant SAYED ZIA EHSANI

Attorney for Plaintiff Guitty Zamani:
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Woodinville, WA 98072-8548

Attorney for Defendants McCullough:
David C. Cullen, WSBA#5422
West Hills Office Park, Bldg. II
1800 Cooper Point Road, SW
Olympia, WA 98502

THOMAS S. OLMSTEAD
Attorney at Law
18887 Highway 305 N.E., Suite 900
Poulsbo, WA 98370
(360) 779-8980

F

EXHIBIT 'F'

IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON
DIVISION ONE

SAYED ZIA EHSANI, a single man, and GUITTY ZAMANI, a single woman, Appellants, v. THE McCULLOUGH FAMILY PARTNERSHIP; a Washington partnership; DAVID E. McCULLOUGH and CHONG R. McCULLOUGH, husband and wife and the marital community comprised thereof; EDWARD F. McCULLOUGH; and THE McCULLOUGH GROUP, INC., a Washington corporation, Respondents.	No. 53645-1-I ORDER GRANTING MOTION TO MODIFY AND REINSTATING APPEAL

Sayed Zia Ehsani's appeal was dismissed by the court administrator/clerk after Ehsani failed to file his opening brief on or before August 16, 2004. This court has since received correspondence from Ehsani and others indicating that Ehsani may well have been significantly impaired during the pendency of his appeal. The materials further suggest that Ehsani's condition has improved and that he wishes to pursue his appeal with counsel appointed at public expense. We have considered the matter as a motion to modify under RAP 17.7 and have determined that the court administrator/clerk's ruling dismissing Ehsani's appeal should be modified and Ehsani's appeal reinstated. In view of the foregoing, the hearing on the merits set for February 28, 2005, is continued to an, as yet, undetermined future date.

With regard to Ehsani's claim of indigency and request for the appointment of counsel, the court directs his attention to Title 15 of the Rules of Appellate Procedure. RAP 15.2(a) states that "[a] party seeking review partially or wholly at public expense must move in the trial court for an order of indigency."

Now, therefore, it is hereby

ORDERED that the motion to modify is granted, and appellant Sayed Zia Ehsani's appeal is reinstated. It is further

ORDERED that the hearing on the merits set for February 28, 2005, is continued to an undetermined future date. And, it is further

ORDERED that Ehsani shall file an opening brief within 45 days from the date of this ruling, or his appeal will be deemed abandoned and dismissed.

Done this 23rd day of February, 2005.

Agid, J.

Baker, J.

G

EXHIBIT 'G'

8/15/03

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

SAYED ZIA EHSANI, a single man, and GUITTY ZAMANI, a single woman Plaintiffs, THE McCULLOUGH FAMILY PARTNERSHIP; a Washington partnership; DAVID E. McCULLOUGH and CHONG R McCULLOUGH, husband and wife and the Marital community comprised thereof; EDWARD F. McCULLOUGH; and THE McCULLOUGH GROUP, INC. Washington Corporation, Defendants,	NO. 97-2-30285-4 SEA PLAINTIFF'S MOTION FOR RESTITUTION ORDER

COMES NOW, Plaintiff Sayed Zia Ehsani, and moves this Court under RAP 12.8 to enter an order for restitution of monies paid pursuant to the Court's Amended Judgment in this case for attorneys and accountants fees.

EVIDENCE RELIED UPON

1. On June 27, 2000 the Court entered its Amended Judgment in this case against Mr. Ehsani, awarding payment of $97,459.00 in attorneys fees and $8,951.50 in accountants fees to Defendants and further ordering that $122,100.00 from

THOMAS S. OLMSTEAD
Attorney at Law
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(360) 779-8980

COPY

the "hold-back" fund created by the Parties be disbursed to Ms. Zamani. *Olmstead Dec.*, Exh. A.

2. On 6-22-00, Ms. Zamani received a disbursement of $122,100.00 from the hold-back fund. *Ehsani Aff.* ¶ 3, Exh. B.

3. On 6-22-00, Defendants' attorneys, David D. Cullen, Attorneys & Counselors, received a disbursement of $77,900.00 from the hold-back fund, emptying the fund. *Ehsani Aff.* ¶ 4, Exh. C.

4. Mr. Ehsani was left owing the remaining amount of the attorneys fees and accountants fees awarded, a total of $28,510.50, out of his own pocket, but this amount has not been paid. *Ehsani Aff.* ¶ 5.

5. On September 23, 2002, the Court of Appeals for the State of Washington (Division One) issued its per curiam Opinion, reversing this Court's Amended Judgment and specifically holding that the Court "erred by awarding attorneys fees and costs to the [Defendants]." *Olmstead Dec.*, Exh. B.

6. On November 1, 2002, the Clerk of the Court of Appeals notified this Court of its mandate. *Olmstead Dec.*, Exh. C.

ARGUMENT

Pursuant to RAP 12.8,

> If a party has voluntarily or involuntarily partially or wholly satisfied a trial court decision which is modified by the appellate court, the trial court shall enter orders and authorize the issuance of process appropriate to restore to the party any property taken from that party, the value of the

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property, or in appropriate circumstance, provide restitution.

The Court of Appeals has modified this Court's June 27, 2000 Amended Judgment to eliminate the award of attorneys and accountants fees to Defendants. In *In re Marriage of Mason*, 48 Wn. App. 688, 689, 740 P.2d 356 (1987), the court held that RAP 12.8 required the restitution of attorneys fees as "a matter of right" where a party paid an attorney fee pursuant to an attorney fee award that was later overturned. Thus, the hold-back fund (and Mr. Ehsani, who is now entitled to a portion of the hold-back fund pursuant to the Court of Appeal's order) is entitled to restitution of the monies paid to Defendants' attorneys and accountants in obedience to the Court's June 27, 2000 Amended Judgment.

CONCLUSION

For the above-mentioned reasons, Plaintiff requests this Court grant its Motion for Restitution Order, awarding restitution of the $77,900.00 in attorneys and accountants fees paid pursuant to the Court's Amended Judgment, plus interest thereon at the rate of 12% per annum from 6-22-00 until the entry of this order and 12% per annum thereafter until fully paid.

DATED this 15 day of August, 2003.

Thomas S. Olmstead, WSBA #8170
Attorney for Plaintiff

THOMAS S. OLMSTEAD
Attorney at Law
18887 Highway 305 N.E., Suite 900
Poulsbo, WA 98370
(360) 779-8980

H

EXHIBIT 'H'

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

SAYED ZIA EHSANI, a single man, and GUITTY ZAMANI, a single woman Plaintiffs, THE McCULLOUGH FAMILY PARTNERSHIP; a Washington partnership; DAVID E. McCULLOUGH and CHONG R McCULLOUGH, husband and wife and the Marital community comprised thereof; EDWARD F. McCULLOUGH; and THE McCULLOUGH GROUP, INC. Washington Corporation, Defendants,	NO. 97-2-30285-4 SEA PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT

COMES NOW, Plaintiff Sayed Zia Ehsani, and moves this Court for summary judgment under CR 56 of the damages issues remanded to this court by the Court of Appeals.

EVIDENCE RELIED UPON

A. On September 23, 2002, the Court of Appeals for the State of Washington (Division One) issued its per curiam Opinion, reversing this Court's Amended Judgment and granting Mr. Ehsani (a) $65,289.08 from the "hold

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COPY

back" fund created by the Parties, (b) 38.95% of the deficiency remaining on the deed of trust and note, minus the $65,289.08 from the "hold-back", and (c) his attorneys fees and costs. *Olmstead Dec.*, Exh. B.

B. The Court of Appeals remanded the case to this Court for a determination of the amount of the deficiency remaining on the deed of trust and note and the amount of Mr. Ehsani's attorneys fees. *Id.*

C. On November 1, 2002, the Clerk of the Court of Appeals notified this Court of its mandate. *Olmstead Dec.*, Exh. C.

D. The total amount of Defendant's deficiency under the deed of trust and note to Ehsani (as his 38.95% proportionate share) was $288,150.20 as of June, 2003. *Ehsani Aff.* ¶ 8, Exh. C (table 3).

E. The total amount of attorneys fees and costs paid by Mr. Ehsani in this matter is $51,182.94. *Ehsani Aff.* ¶ 9, Exh. D.

ARGUMENT

Pursuant to RAP 12.2,

> Upon issuance of the mandate of the appellate court as provided in rule 12.5, the action taken or decision made by the appellate court is effective and binding on the parties to the review and governs all subsequent proceedings in the action in any court. . . .

The appellate court in this case has issued a mandate awarding Mr. Ehsani (a) $65,289.08 from the "hold-back," (b) 38.95% of the deficiency remaining on the deed of trust and note, minus the $65,289.08 from the "holdback,"

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and (c) his attorneys fees and costs. The action has been remanded to this Court to determine the amount of the deficiency remaining on the deed of trust and note and the amount of Mr. Ehsani's attorneys fees.

As the affidavit of Mr. Ehsani and the attached exhibits show, there is no issue of material fact remaining with regard to the amount of the deficiency and the amount of attorneys fees to which Mr. Ehsani is entitled. Therefore, both of these issues should be decided by summary judgment pursuant to CR 56.

The deed of trust and note executed by the Parties states that Defendants borrowed $1,000,000 from Plaintiffs to be paid back over a period of 10 years at 9% interest per annum, with late charges of 4% per annum. *Ehsani Aff.* ¶ 5, Exh. B. When the Defendants defaulted under the note in June, 1995, their remaining indebtedness to Ehsani was $385,517.76. *Ehsani Aff.* ¶ 6, Exh. C (table 1). The subject matter of the deed of trust and note, a La Residence Hotel, sold in January, 2000, and Defendants thereby reduced their remaining indebtedness to Ehsani to $209,005.70. *Ehsani Aff.* ¶ 7, Exh. C (table 2). As of June, 2003, additional interest and late fees have accrued, increasing the deficiency to Ehsani to $288,150.20. *Ehsani Aff.* ¶ 8, Exh. C (table 3). Pursuant to the Court of Appeal's order, Mr. Ehsani is entitled to judgment for this remaining indebtedness, minus the $65,289.08 from the "holdback," or a total of $222,861.12.

In addition, Mr. Ehsani has employed several attorneys in his pursuit of this deficiency judgment since June, 1995. He has paid his attorneys a total of $51,182.94, as reflected in their billing statements to him. *Ehsani*

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Aff. ¶ 9, Exh. D. This amount reflects a reasonable attorneys fee, and is favorably comparable to the attorneys fees awarded to Defendants in this Court's Amended Judgment.

CONCLUSION

For the above-mentioned reasons, Plaintiff requests this Court grant its Motion for Summary Judgment, awarding Mr. Ehsani (a) $65,289.08 from the "hold-back" (as mandated by the Court of Appeals); (b) $222,861.12 as satisfaction of Defendants' remaining deficiency to Ehsani; (c) $51,182.94 in attorneys fees; and (d) interest on the award at the rate of 12% per annum from June 27, 2003 to the date of entry of this order and 12% per annum thereafter until fully paid.

DATED this 15 day of August, 2003.

Thomas S. Olmstead, WSBA #8170
Attorney for Plaintiff

THOMAS S. OLMSTEAD
Attorney at Law
18887 Highway 305 N.E., Suite 9[illegible]
Poulsbo, WA 98370
(360) 779-8980

EXHIBIT 'I'

AGREEMENT

THIS AGREEMENT IS MADE and entered into by the following parties:

Guitty Zamani, formerly known as Guitty Zamani Ehsani, of Redmond, King County, Washington, herein referred to as "Zamani";

David E. McCullough and Chong R. McCullough, husband and wife, of Olympia, Washington, Edward F. McCullough of Bellevue, King County, Washington, The McCullough Family Partnership, a Washington partnership, and The McCullough Group, Inc., a Washington corporation, herein referred to collectively as "McCulloughs"; and

Zia Ehsani, of Seattle, King County, Washington, herein referred to as "Ehsani".

1. **Effective Date**: This agreement shall be effective and binding upon the parties, their heirs, representatives, successors and assigns effective upon execution.

2. **Representation by Counsel**:

Ehsani is represented herein by Mr. Dan R. Young, Bjorklund & Young, Attorneys at Law, 1606 First Interstate Center, 999 Third Avenue, Seattle, WA 98104-4001.

Zamani is represented herein by Helmut Kah, Attorney at Law, Woodin Professional Building, 13901 NE 175th Street, Suite K, Woodinville, WA 98072-8548.

McCulloughs are represented herein by David D. Cullen, Attorneys & Counselors, West Hills Office Park, Building 11, 1800 Cooper Point Road, S.W., Olympia, WA 98502.

3. **September 1992 Sale of Hotel to McCulloughs**:

On September 1, 1992, Zamani and Ehsani, who were then husband and wife, sold, and McCulloughs purchased, certain commercial real property commonly known as the La Residence Suite Hotel, 475 - 100th Avenue Northeast, Bellevue, King County, Washington 98004 (the "Hotel"), more particularly described as:

> Lots 1 and 2, Block 3, Lochleven, according to the plat thereof, recorded in Volume 16 of Plats, Page 46, in King County, Washington

4. **The McCoullough 2nd Note and Deed of Trust:** As part of the purchase price, McCulloughs executed an Installment Note (the "2nd Note") payable to Zamani and Ehsani in the principal amount of One Million Dollars ($1,000,000.00). The Note is secured by a Deed of Trust on the Hotel property (the "2nd Deed of Trust") which was subordinated to the first priority Note and Deed of Trust held by First Community Bank of Lacey, Thurston County, Washington.

5. **Dissolution of the Ehsani-Zamani Marriage:** A decree dissolving the marriage of Zamani and Ehsani was entered in King County Superior Court Cause Number 92-3-07306-8 in 1994. The decree awards the Note and Deed of Trust in the following proportions: 61.05% to Zamani and 38.95% to Ehsani.

6. **The December 1997 Suit for Judicial Foreclosure Commenced by Ehsani:** On December 3, 1997 Ehsani commenced a lawsuit against McCulloughs, in which he named Zamani as a co-plaintiff. The lawsuit requests judicial foreclose of McCulloughs' interest in the Hotel property for defaults under the Note and Deed of Trust referred to paragraph A, above, and other relief. The lawsuit is presently pending in King County Superior Court case number 97-2-30285-4 SEA and is scheduled for trial on April 3, 2000.

7. **Zamani-McCullough Release of Claims:** Zamani and McCulloughs entered into a contract on May 28, 1999 titled AGREEMENT FOR CONVEYANCE AND MUTUAL RELEASE under which they released each other from all claims and pursuant to which McCulloughs conveyed their title to the Hotel property to Zamani.

8. **The $2,350,000 "Diller" Offer to Purchase Hotel:** Earl Diller UTA executed a REAL ESTATE PURCHASE AND SALE AGREEMENT on 12/7/99 under which the buyer will purchase the hotel from Zamani for $2,350,000.00. All contingencies have been satisfied. The buyer has wired the purchase money into escrow at First American Title Insurance Company, 13010 NE 20th Street, Suite A, Bellevue, Washington 98005-2510. The transaction is scheduled to close in escrow on Thursday, January 20, 2000.

9. **All Parties Agree that the "Diller" Sale Should Close in Escrow as Scheduled on Thursday, January 20, 2000:** Zamani, Ehsani, and McCulloughs all agree that the sale to Earl Diller UTA should be closed in escrow as scheduled. The sale price is acceptable to and accepted by all parties to this agreement. The parties further agree that the "Diller" sale price of $2,350,000.00 is a substantially higher selling price than could be expected to be received for the Hotel property through a judicial foreclosure sale and that the price is fair.

10. **Sale to "Diller" Shall be Free of Encumbrances and Not Subject to Right of Redemption:** The parties agree that the Hotel property should be sold to Earl Diller UTA free and clear of all encumbrances and not subject to any right of redemption of any party to the judicial foreclosure proceeding or otherwise. To that

VIB

end, the parties hereto agree to execute all documents (not inconsistent with this agreement) reasonably required by escrow such that the sale to Earl Diller UTA will close in escrow on Thursday, January 14, 2000, free and clear of all right, title, claim, or interest of any party hereto and free of any right of redemption in any party hereto.

The parties further agree that if the court in the foreclosure action, cause number 97-2-30285-4 SEA, orders a sale of the hotel as between the parties to this agreement, then the sale of the hotel from Zamani to Diller shall be considered for all purposes to be the foreclosure sale, having been carried out in the manner prescribed by statute, all parties hereby waiving any right to redeem the hotel, and all parties hereby waiving any objections based on any irregularity in the manner of sale.

11. **Distribution of Seller's Net Proceeds from Sale of the Hotel Property**: The purchase money received from Earl Diller UTA shall be applied as set forth in the attached seller's closing statement and the net sellers proceeds shall be applied as follows:

Two Hundred Thousand and NO/100 Dollars ($200,000.00) shall be held in reserve to cover the claims, if any, remaining unresolved between Zamani and Ehsani. This provision does not mean that there are such claims or, if there are, that such claims have any validity. The purpose of this provision is solely to facilitate the closing of the sale to Earl Diller UTA on or about Thursday, January 20, 2000.

The Two Hundred Thousand and NO/100 Dollars ($200,000.00) held in reserve shall be deposited in a restricted access interest bearing trust account or accounts at the best available rate of return for such accounts. The financial institution where these reserve funds will be deposited will be decided mutually by Ehsani and Zamani, via communication through their attorneys, within twenty days from the date of this agreement. If Ehsani and Zamani cannot so agree, either of them may bring a motion before the court to decide where the funds shall be held.

The remaining $988,574.74 of the seller's proceeds shall be disbursed 38.95% to Ehsani and 61.05% to Zamani as follows.

Ehsani's 38.95% share of the net proceeds shall be applied as follows:

- $ _____ to Ehsani's attorney fees owed to _____
- The remainder to Ehsani

Zamani's 61.05% share of the net proceeds shall be applied as follows:

- $_____ to Zamani's attorney fees owed to Helmut Kah, Attorney at Law
- $_____to_____
- $_____to_____
- $_____to_____
- $_____to_____
- The remainder to Zamani

12. Unless sooner settled, Ehsani's claim against McCulloughs for deficiency and McCulloughs' claims and defenses against Ehsani shall proceed to trial on April 3, 2000 in King County Superior Court. The net sale proceeds held in reserve, if any, shall not be subject to payment of any judgment for deficiency or other recovery that may be entered in Ehsani's favor against McCulloughs.

13. All parties hereto shall execute any document, not inconsistent with this agreement, reasonably required by escrow and First American Title Company to convey clear title to Earl Diller UTA at the scheduled closing date of Thursday, January 20, 2000.

14. Ehsani does not hereby release McCulloughs from any claims.

15. McCulloughs do not hereby release Ehsani from any claims or ~~counterclaims~~. defenses.

16. Ehsani does not hereby release Zamani from any claims.

17. Zamani does not hereby release Ehsani from any claims.

18. Attorney Fees, Costs, & Expenses in the Event of Breach. If there is any litigation over this agreement the prevailing party or parties shall be entitled to attorney fees, costs, and expenses, payable by the non-prevailing party or parties.

19. Advice of Counsel. All parties hereby represent that they have read this agreement and that their attorney has fully advised them of their rights in relation to its execution and effect, and they fully understand its terms.

20. **Entire Agreement**. This writing contains the entire agreement between the parties with respect to its subject matter, and may be amended only by the parties' written agreement. Neither Zamani nor McCulloughs, nor any of them, have made or relied on any payments, promises, representations or inducements for the execution of this Agreement, other than those expressly contained in this writing.

21. **Construction**. The parties have mutually negotiated this Agreement, and it will not be construed against any one of them.

22. **Binding on Successors**. The terms of this Agreement are binding upon and inure to the benefit of the parties, and their successors, heirs, and assigns. This provision does not alter any prohibition on assignment contained elsewhere in this Agreement.

23. **Governing Law**. The laws of the State of Washington govern this Agreement.

24. **Jurisdiction and Venue**: Venue for any litigation concerning this agreement shall be in the Superior Court of the State of Washington for King County, Washington.

25. **Counterparts**. The parties may execute this Agreement in two or more counterparts. Facsimile signatures shall have the same validity, force and effect as the original signatures hereto.

SIGNED: January ____, 2000 _____
Guitty Zamani

SIGNED: January 19th, 2000 _____
Zia Ehsani

SIGNED: January ____, 2000 _____
David E. McCullough

SIGNED: January ____, 2000 _____
Chong R. McCullough

SIGNED: January ____, 2000 _____
Edward F. McCullough

THE McCULLOUGH GROUP, INC.:

SIGNED: January ____, 2000 By_____
David E. McCullough,
President

SIGNED: January ____, 2000 By_____
Chong R. McCullough,
Secretary - Treasurer

THE McCULLOUGH FAMILY PARTNERSHIP:

SIGNED: January ____, 2000 By_____
David E. McCullough,
Partner

SIGNED: January ____, 2000 By_____
Chong R. McCullough,
Partner

SIGNED: January ____, 2000 By_____
Edward F. McCullough,
Partner

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ACKNOWLEDGMENTS

Individuals:

State of Washington)
) ss.
County of King)

On this day personally appeared before me **Guitty Zamani** to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this ____ day of January 2000.

_____
Notary Public in and for the state of Washington, residing at _____
_____

S E A L

My commission expires: _____

State of Washington)
) ss.
County of King)

On this day personally appeared before me **Zia Ehsani** to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that ~~she~~ he signed the same as ~~her~~ his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 19th day of January 2000.

John P. Harris
Notary Public in and for the state of Washington, residing at Seattle
_____

OFFICIAL SEAL
JOHN P. HARRIS
S E A L
Notary Public – State of Washington
My Commission Expires 1-30-02

My commission expires: 1-30-02

CB

State of Washington)
) ss.
County of King .)

On this day personally appeared before me **David E. McCullough** to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of January 2000.

_____
Notary Public in and for the state of Washington, residing at _____
_____

S E A L

My commission expires:_____

State of Washington)
) ss.
County of King)

On this day personally appeared before me **Chong R. McCullough** to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this ____ day of January 2000.

_____
Notary Public in and for the state of Washington, residing at _____
_____

S E A L

My commission expires:_____

State of Washington)
) ss.
County of King)

On this day personally appeared before me **Edward F. McCullough** to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this ____ day of January 2000.

_____
Notary Public in and for the state of Washington, residing at _____
_____

S E A L

My commission expires:_____

CORPORATION:

State of Washington)
) ss.
County of King)

On this ____ day of January 2000 before me personally appeared **David E. McCullough**, to me known to be the **President** of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

_____
Notary Public in and for the state of Washington, residing at _____
_____

S E A L

My commission expires:_____

State of Washington)
) ss.
County of King)

On this ____ day of January 2000 before me personally appeared **Chong R. McCullough**, to me known to be the **Secretary - Treasurer** of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

_____
Notary Public in and for the state of Washington, residing at _____
_____

S E A L

My commission expires:_____

AGREEMENT

THIS AGREEMENT IS MADE and entered into by the following parties:

Guitty Zamani, formerly known as Guitty Zamani Ehsani, of Redmond, King County, Washington, herein referred to as "Zamani";

David E. McCullough and Chong R. McCullough, husband and wife, of Olympia, Washington, Edward F. McCullough of Bellevue, King County, Washington, The McCullough Family Partnership, a Washington partnership, and The McCullough Group, Inc., a Washington corporation, herein referred to collectively as "McCulloughs"; and

Zia Ehsani, of Seattle, King County, Washington, herein referred to as "Ehsani".

1. **Effective Date**: This agreement shall be effective and binding upon the parties, their heirs, representatives, successors and assigns effective upon execution.

2. **Representation by Counsel**:

Ehsani is represented herein by Mr. Dan R. Young, Bjorklund & Young, Attorneys at Law, 1606 First Interstate Center, 999 Third Avenue, Seattle, WA 98104-4001.

Zamani is represented herein by Helmut Kah, Attorney at Law, Woodin Professional Building, 13901 NE 175th Street, Suite K, Woodinville, WA 98072-8548.

McCulloughs are represented herein by David D. Cullen, Attorneys & Counselors, West Hills Office Park, Building 11, 1800 Cooper Point Road, S.W., Olympia, WA 98502.

3. **September 1992 Sale of Hotel to McCulloughs**:

On September 1, 1992, Zamani and Ehsani, who were then husband and wife, sold, and McCulloughs purchased, certain commercial real property commonly known as the La Residence Suite Hotel, 475 - 100th Avenue Northeast, Bellevue, King County, Washington 98004 (the "Hotel"), more particularly described as:

> Lots 1 and 2, Block 3, Lochleven, according to the plat thereof, recorded in Volume 16 of Plats, Page 46, in King County, Washington

4. **The McCoullough 2nd Note and Deed of Trust:** As part of the purchase price, McCulloughs executed an Installment Note (the "2nd Note") payable to Zamani and Ehsani in the principal amount of One Million Dollars ($1,000,000.00). The Note is secured by a Deed of Trust on the Hotel property (the "2nd Deed of Trust") which was subordinated to the first priority Note and Deed of Trust held by First Community Bank of Lacey, Thurston County, Washington.

5. **Dissolution of the Ehsani-Zamani Marriage:** A decree dissolving the marriage of Zamani and Ehsani was entered in King County Superior Court Cause Number 92-3-07306-8 in 1994. The decree awards the Note and Deed of Trust in the following proportions: 61.05% to Zamani and 38.95% to Ehsani.

6. **The June 1996 Agreement:** Zamani claims that Zamani, McCulloughs, and Ehsani entered into a written contract in June 1996 under which Zamani received possession and management of the Hotel. Delete

7. **The December 1997 Suit for Judicial Foreclosure Commenced by Ehsani:** On December 3, 1997 Ehsani commenced a lawsuit against McCulloughs, in which he named Zamani as a co-plaintiff. The lawsuit requests judicial foreclose of McCulloughs' interest in the Hotel property for defaults under the Note and Deed of Trust referred to paragraph A, above, and other relief. The lawsuit is presently pending in King County Superior Court case number 97-2-30285-4 SEA and is scheduled for trial on April 3, 2000.

8. **Zamani-McCullough Release of Claims:** Zamani and McCulloughs entered into a contract on May 28, 1999 titled AGREEMENT FOR CONVEYANCE AND MUTUAL RELEASE under which they released each other from all claims and pursuant to which McCulloughs conveyed their title to the Hotel property to Zamani.

9. **The $2,350,000 "Diller" Offer to Purchase Hotel:** Earl Diller UTA executed a REAL ESTATE PURCHASE AND SALE AGREEMENT on 12/7/99 under which the buyer will purchase the hotel from Zamani for $2,350,000.00. All contingencies have been satisfied. The buyer has wired the purchase money into escrow at First American Title Insurance Company, 13010 NE 20th Street, Suite A, Bellevue, Washington 98005-2510. The transaction is scheduled to close in escrow on Thursday, January 20, 2000.

10. **All Parties Agree that the "Diller" Sale Should Close in Escrow as Scheduled on Thursday, January 20, 2000:** Zamani, Ehsani, and McCulloughs all agree that the sale to Earl Diller UTA should be closed in escrow as scheduled. The sale price is acceptable to and accepted by all parties to this agreement. The parties further agree that the "Diller" sale price of $2,350,000.00 is a substantially higher selling price than could be expected to be received for the Hotel property through a judicial foreclosure sale and that the price is fair.

not inconsistent with term Agreement

11. **Sale to "Diller" Shall be Free of Encumbrances and Not Subject to Right of Redemption**: The parties agree that the Hotel property should be sold to Earl Diller UTA free and clear of all encumbrances and not subject to any right of redemption of any party to the judicial foreclosure proceeding or otherwise. To that end, the parties hereto agree to execute all documents required by escrow such that the sale to Earl Diller UTA will close in escrow on Thursday, January 14, 2000, free and clear of all right, title, claim, or interest of any party hereto and free of any right of redemption in any party hereto. Masonably

The parties further agree that if the court in the foreclosure action, cause number 97-2-30285-4 SEA, orders a sale of the hotel as between the parties to this agreement, then the sale of the hotel from Zamani to Diller shall be considered for all purposes to be the foreclosure sale, having been carried out in the manner prescribed by statute, all parties hereby waiving any right to redeem the hotel, and all parties hereby waiving any objections based on any irregularity in the manner of sale.

12. **Distribution of Seller's Net Proceeds from Sale of the Hotel Property**: The purchase money received from Earl Diller UTA shall be applied as set forth in the attached seller's closing statement and the net sellers proceeds shall be applied as follows:

(*)

We offered to delete this - no withhold at all - Kah refused, saying Guilty wanted a with hold of $200,000. We compromised and agreed to her request. Dan R. Young

Two Hundred Thousand and NO/100 Dollars ($200,000.00) shall be held in reserve to cover the claims, if any, remaining unresolved between Zamani and Ehsani. This provision does not mean that there are such claims or, if there are, that such claims have any validity. The purpose of this provision is solely to facilitate the closing of the sale to Earl Diller UTA on or about Thursday, January 20, 2000.

The Two Hundred Thousand and NO/100 Dollars ($200,000.00) held in reserve shall be deposited in a restricted access interest bearing trust account or accounts at the best available rate of return for such accounts. The financial institution where these reserve funds will be deposited will be decided mutually by Ehsani and Zamani, via communication through their attorneys, within twenty days from the date of this agreement. If Ehsani and Zamani cannot so agree, either of them may bring a motion before the court to decide where the funds shall be held.

The remaining $888,574.74 shall be disbursed 38.95% to Ehsani and 61.05% to Zamani as follows.

Ehsani's 38.95% share of the net proceeds shall be applied as follows:

$_____ to Ehsani's attorney fees owed to _____

- $_____ to Ehsani's attorney fees owed to _____
- $_____ to _____
- $_____ to _____
- The remainder to Ehsani

Zamani's 61.05% share of the net proceeds shall be applied as follows:

- $_____ to Zamani's attorney fees owed to Helmut Kah, Attorney at Law
- $_____to_____
- $_____to_____
- $_____to_____
- $_____to_____
- The remainder to Zamani

14. Unless sooner settled, Ehsani's claim against McCulloughs for deficiency and McCulloughs' ~~claims and~~ defenses against Ehsani shall proceed to trial on April 3, 2000 in King County Superior Court. ~~The net sale proceeds held in reserve, if any, shall not be subject to payment of any judgment for deficiency or other recovery that may be entered in Ehsani's favor against McCulloughs.~~

15. All parties hereto shall execute any document, not inconsistent with this agreement, reasonably required by escrow and First American Title Company to convey clear title to Earl Diller UTA at the scheduled closing date of Thursday, January 20, 2000.

16. Ehsani does not hereby release McCulloughs from any claims.

17. McCulloughs do not hereby release Ehsani from any claims, ~~or counterclaims~~.

18. Ehsani does not hereby release Zamani from any claims.

19. Zamani does not hereby release Ehsani from any claims.

20. **Attorney Fees, Costs, & Expenses in the Event of Breach**. If there is any litigation over this agreement the prevailing party or parties shall be entitled to attorney fees, costs, and expenses, payable by the non-prevailing party or parties.

21. **Advice of Counsel**. All parties hereby represent that they have read this agreement and that their attorney has fully advised them of their rights in relation to its execution and effect, and they fully understand its terms.

22. **Entire Agreement**. This writing contains the entire agreement between the parties with respect to its subject matter, and may be amended only by the parties' written agreement. Neither Zamani nor McCulloughs, nor any of them, have made or relied on any payments, promises, representations or inducements for the execution of this Agreement, other than those expressly contained in this writing.

23. **Construction**. The parties have mutually negotiated this Agreement, and it will not be construed against any one of them.

24. **Binding on Successors**. The terms of this Agreement are binding upon and inure to the benefit of the parties, and their successors, heirs, and assigns. This provision does not alter any prohibition on assignment contained elsewhere in this Agreement.

25. **Governing Law**. The laws of the State of Washington govern this Agreement.

26. **Jurisdiction and Venue**: Venue for any litigation concerning this agreement shall be in the Superior Court of the State of Washington for King County, Washington.

27. **Counterparts**. The parties may execute this Agreement in two or more counterparts. Facsimile signatures shall have the same validity, force and effect as the original signatures hereto.

SIGNED: January ____, 2000 _____
Guitty Zamani

SIGNED: January ____, 2000 _____
Zia Ehsani

SIGNED: January ____, 2000 _____
David E. McCullough

EXHIBIT 'J'

J

Helmut Kah, Attorney at Law

Woodin Professional Building, 2nd Floor
13901 N.E. 175th Street, Suite K
Woodinville, Washington 98072-8548

Telephone: (206) 402-3033
Facsimile: (206) 487-4862

June 12, 1996

Mr. Alan Kaviany
2690 Creekside Lane
Sacramento, CA 95821

Re: Guitty Zamani / La Residence Suite Hotel

Dear Mr. Kaviany:

Enclosed are three exact photocopies of the agreement that was signed by the McCulloughs and by Guitty Zamani yesterday, June 11, 1996, providing for Guitty to take charge of management of the hotel beginning at 12:01am on Thursday, June 13, 1996. The agreement originally provided for Guitty to take charge of the Hotel effective 12:01am on Monday, June 10, but McCulloughs wrote the latter time in at page 5 of the document. The agreement takes management of the hotel and control of the revenue away from McCulloughs. It does not transfer title from McCulloughs to Guitty.

When Guitty and I arrived at First Community Bank in Olympia to execute this agreement and cure the defaults, McCulloughs were not present. Instead, only Mike Johns was there with the agreement which had already been signed by the McCulloughs (notarized signatures). Dave McCullough was at a different branch of the bank. I had told McCulloughs lawyers, and again told Mike Johns at that time, that Guitty will not make the June payment and that if they do not make that payment, she will not cure their default from January through May 1996 with the result that property will be foreclosed by the bank on June 21. Dave McCullough made the $10,035.18 June payment at 4:55pm, which was verified by the bank's vice president, Jon M. Jones.

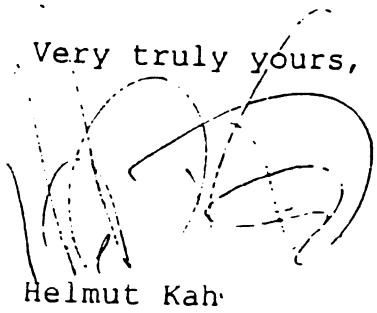
Either Zia, or you as his attorney in fact, should sign one of the enclosed copies of the agreement, which must then be returned to me as soon as possible. The signature on the agreement must be notarized on the very last page, whether it is signed by Zia or by you. You must also attach a copy of your power of attorney to the agreement if you sign it as Zia's attorney in fact. Finally, you must send me an original of your power of attorney which I must have available to record with the county, if necessary, because the agreement pertains to real property.

Please FAX a copy of the signed agreement to me. Then, please mail or send the document bearing Zia's or your original notarized signature and the original power of attorney to me.

I represent only Guitty Zamani in this matter. I understand that Zia Ehsani is representing himself and that he has authorized you to act as his attorney in fact. Although it is in both Guitty Zamani's and Zia Ehsani's interests to take management of the hotel and control of its revenues away from McCulloughs, there is an inherent conflict of interest between Guitty and Zia. Therefore, I cannot and do not give any advice to Zia about what he should do, or to you concerning what you should do on his behalf. Zia, and you on Zia's behalf, must satisfy yourselves that the agreement is acceptable. Both the bank and McCulloughs have made it clear that Guitty's management of the hotel is conditioned on Zia's approval.

I will be available at my office today if you wish to discuss this matter.

Very truly yours,



Helmut Kah

HK:
enclosures
cc: Guitty Zamani

Helmut Kah, Attorney at Law

Woodin Professional Building, 2nd Floor
13901 N.E. 175th Street, Suite K
Woodinville, Washington 98072-8548

Telephone: (206) 402-30
Facsimile: (206) 487-48

June 11, 1996

David D. Cullen
Attorneys & Counselors
The Mottman Building, Suite 300
Fourth & Capitol Way
Olympia, WA 98501

Re: **La Residence Suite Hotel**

Dear Mr. Cullen:

Attached are the following: (1) Copy of First Community Bank's letter dated June 10, 1996, approving Guitty Zamani as manager of the hotel, (2) Page of Agreement signed by Alan Kaviany for Zia Ehsani, and (3) the Power of Attorney given by Mr. Ehsani to Alan Kaviany.

You were not in your office all day yesterday. I was informed that you had not returned from Spokane. I phoned your office thi morning at 11:20am and was informed that you are not in the offic yet.

You have the proposed agreement. Will your clients sign it, the June payment to First Community Bank, and turn over the keys today?

Today is critical. It's now ~~11:40~~ 12:45pm HK am and I have yet to hear word from you.

Very truly yours,

Helmut Kah

HK:
cc: Jon Jones, First Community Bank
Duncan Wilson, Trustee
Guitty Zamani
Alan Kaviany, Zia Ehsani's agent

EXHIBIT (2)

AGREEMENT FOR MANAGEMENT
OF LA RESIDENCE SUITE HOTEL

THIS AGREEMENT IS MADE and entered into on this 10th day of June, 1996, between and among the following parties:

Guitty Zamani, formerly known as Guitty Zamani Ehsani, of Redmond, King County, Washington, herein referred to as "Zamani"; and

David E. McCullough and Chong R. McCullough, husband and wife, of Olympia, Washington, Edward F. McCullough of Bellevue, King County, Washington, The McCullough Family Partnership, a Washington partnership, and The McCullough Group, Inc., a Washington corporation, herein referred to collectively as "McCulloughs".

RECITALS:

A. On September 1, 1992, Zamani and her now ex-husband, Zia Ehsani ("Ehsani") sold, and McCulloughs purchased, certain commercial real property commonly known as the La Residence Hotel, 475 - 100th Avenue Northeast, Bellevue, King County, Washington 98004 (the "Hotel"). As part of the purchase price, McCulloughs executed an Installment Note (the "Note") payable to Zamani and Ehsani in the principal amount of One Million Dollars ($1,000,000.00). The Note is secured by a Deed of Trust on the Hotel property (the Note).

B. McCulloughs have operated the Hotel since September 1, 1992.

C. A decree dissolving the marriage of Zamani and Ehsani was entered in King County Superior Court Cause Number 92-3-07306-8 in 1994. The decree awards the Note and Deed of Trust in the following proportions: 61.05% to Zamani; 38.95% to Ehsani.

D. McCulloughs are in arrears since June 1995 in their installment payments under the Note.

E. McCulloughs are in arrears since January 1996 in their installments to First Community Bank, Lacey, Washington, holder of the FIRST PRIORITY NOTE AND DEED OF TRUST in the approximate original sum of $925,000.00.

F. McCulloughs are in arrears in their payment of the King County real property tax for 1993, 1994, 1995, and 1996.

G. Both First Community Bank's NOTE and ~~DEED OF TRUST~~ and the Ehsani/Zamani NOTE ~~and DEED OF TRUST~~ provide that the hotel's rent and ~~revenue is cash collateral for their respective Notes.~~

COPY

H. The Ehsani/Zamani NOTE and DEED OF TRUST further provides that, in the event of McCulloughs' default under the NOTE and/or the DEED OF TRUST, Zamani and Ehsani have the right to collect the rents and revenues of the Hotel.

NOW, THEREFORE, Zamani, Ehsani, and McCulloughs hereby agree as follows:

1. **Effective Date**: This agreement shall be effective and binding upon the parties, their heirs, representatives, successors and assigns effective 12:01am on June 10, 1996.

2. Zamani shall assume management of the Hotel effective Monday, June 10, 1996, and shall continue as manager until all of the following conditions have been met:

(a) Until all arrears owed King County, Washington, for property tax, interest, and penalties, have been paid in full and all sums paid by any party to cure McCulloughs' default in their obligation to King County have been reimbursed.

(b) Until all sums owed to First Community Bank, Lacey, Washington, under its NOTE and DEED OF TRUST, are paid in full, including all principal, interest, penalties, costs, expenses, trustee's fees, and attorney fees.

(c) Until all sums owed to Zamani and to Ehsani under their NOTE and DEED OF TRUST, are paid in full, including all principal, interest, penalties, costs, expenses, trustee's fees, and attorney fees.

3. As manager, Zamani's role will be as follows:

a. To take charge and have full authority over the hotel's day-to-day operations. Zamani shall have the option of becoming a resident manager and, if she chooses to do so, shall be entitled to occupy a Hotel suite at no expense chargeable to her.

b. To take charge and have authority over all bookkeeping and accounting functions of the Hotel, including collection and deposit of revenues and income from all sources and to apply the revenues to payment of the following items in the listed order of priority (beginning with "(1)" and ending with "(8)"):

(1) Current operating expenses.

(2) Current monthly installments to First Community Bank.

(3) Costs and expenses incurred by the manager in connection with performing her duties, including premiums for liability insurance and for fidelity insurance coverage, and the fees, costs, and expenses of any professional services related to Zamani's management of the Hotel, including but not limited to bookkeeping, accounting, and legal services.

(4) The manager's reasonable fee for services rendered on an hourly basis or a flat monthly amount, to be determined.

(5) Repayment of any and all sums paid by Zamani in cure of McCulloughs' defaults to King County and to First Community Bank, with interest as provided in the Ehsani/Zamani note and deed of trust.

(6) The arrears, late fees, penalties, interest, costs, expenses and attorney fees accrued and accruing under the Zamani/Ehsani note and deed of trust.

(7) The scheduled current monthly payments to Zamani and to Ehsani.

(8) If any excess revenue is realized before the property is sold, such revenue will be placed and held in a holding account pending the final resolution of this matter.

4. No Hotel funds or revenues shall be paid to McCulloughs, their partnership, their corporation, any other McCullough business entity, their attorney(s), their accountant(s), or to any insiders or related parties in whose favor McCulloughs have created an obligation on any basis whatsoever.

5. As manager, Zamani will have full control and authority over all the Hotel's financial accounts, i.e. deposit accounts, credit card merchant accounts, checking accounts, credit card accounts, and any other accounts. Zamani shall have authority to immediately open accounts in the Hotel's name. McCulloughs shall cooperate in any way necessary, including providing Zamani and the bank with the Hotel's Federal taxpayer I.D., its UBI, and any other taxing authority's identifying numbers for the purpose of obtaining new and separate account numbers ~~for~~ for immediately.

6 McCulloughs shall promptly provide a copy of the hotel's financial statements from January through May 1996 to Zamani through the office of her attorney, Helmut Kah.

7. McCulloughs shall make all books, records, and documents pertaining to the Hotel available for review and audit by Ms. Zamani's and/or Mr. Ehsani's accountant and other designated representative and also by any prospective buyer of the property.

8. McCulloughs shall fully cooperate with Zamani, in her role as manager, including providing all documents and information reasonably required for a smooth and orderly transition. McCulloughs must sign all documents necessary to give effect to the change in management. Zamani shall continuously maintain fire, theft, and public liability insurance in the amount of the present limit of coverage with McCul as additional insured

9. **Continuous listing of property for sale**: The property shall be continuously listed for sale. A copy of all offers and counteroffers shall be promptly transmitted to McCulloughs, Zamani, and Ehsani. Whether a given offer is accepted will be determined by joint agreement of Zamani, Ehsani (through his agent Alan Kaviany), and McCulloughs. Because McCulloughs are presently the legal owners of the property, they shall have a voice in whether a given offer of purchase will be accepted or rejected.

10. Zamani does not hereby release the McCulloughs from any deficiency or from any claims whatsoever. Zamani waives no right or remedy available to her under the note, the deed of trust, at law, or in equity, and shall have the option of pursuing any one or more of her remedies at any time she chooses.

11. Zamani shall have the option, at her sole and exclusive discretion, to assume McCulloughs' position and ownership of the hotel by either refinancing (if she can qualify) or assuming McCulloughs' loan to First Community Bank (if she can qualify). Any such assumption of McCulloughs' position shall not merge Zamani's interest in the 2nd Note and Deed of Trust with the fee ownership of the Hotel. This option is not limited in time. If Zamani gives notice of intent to exercise this option, McCulloughs shall cooperate fully and shall promptly execute any and all documents necessary to transfer title to Zamani.

12. **Attorney Fees, Costs, & Expenses in the Event of Breach**. If a party defaults in performance of any one or more of the party's obligations under this agreement, or breaches any term or condition of this agreement, and the other party places this agreement in the hands of an attorney for collection, enforcement, and/or litigation, the party in default or breach of this agreement shall pay the other party's reasonable attorney fees, costs, and expenses, even though no suit or action is filed. If a suit or an action is filed, the amount of such reasonable attorney fees shall be fixed by the court or courts in which the suit or action, including any appeal, is tried, heard or decided.

13. **Advice of Counsel**. Zamani has employed Helmut Kah as her attorney with respect to this agreement. Zamani represents that she has read this agreement and that her attorney has fully advised her of her rights in relation to its execution and effect. McCulloughs, and each of them, have likewise reviewed this agreement with counsel who has fully advised them of their rights in relation to its execution, and fully understand its terms.

14. **Entire Agreement**. This writing contains the entire agreement between the parties with respect to its subject matter, and may be amended only by the parties' written agreement. Neither Zamani, Ehsani, or McCulloughs, nor any of them, have made or relied on any payments, promises, representations or inducements for the execution of this Agreement, other than those expressly contained in this writing.

15. **Construction**. The parties have mutually negotiated this Agreement, and it will not be construed against any one of them.

16. **Binding on Successors**. The terms of this Agreement are binding upon and inure to the benefit of the parties, and their successors, heirs, and assigns. This provision does not alter any prohibition on assignment contained elsewhere in this Agreement.

17. **Governing Law**. The laws of the State of Washington govern this Agreement.

18. **Jurisdiction and Venue**: Venue for any litigation concerning this agreement shall be in the Superior Court of the State of Washington for King County, Washington.

19. **Counterparts**. The parties may execute this Agreement in two or more counterparts.

all references made in this document to 1201 Ave 10 June 96 are changed to 1201 Ave 13 June 96

SIGNED: June 11, 1996 Guitty Zamani

Guitty Zamani

SIGNED: June ____, 1996 _____

Zia Ehsani
By: Alan Kaviany
Attorney in Fact
(Copy of Power of Attorney
Is attached)

SIGNED: June 11, 1996 _____
David E. McCullough

SIGNED: June 11, 1996 _____
Chong R. McCullough

SIGNED: June 11, 1996 _____
Edward R. McCullough

THE McCULLOUGH GROUP, INC.:

SIGNED: June 11, 1996 By _____
David E. McCullough,
President

SIGNED: June 11, 1996 By _____
Chong R. McCullough,
Secretary - Treasurer

THE McCULLOUGH FAMILY PARTNERSHIP:

SIGNED: June 11, 1996 By _____
David E. McCullough,
Partner

SIGNED: June 11, 1996 By _____
Chong R. McCullough,
Partner

SIGNED: June 4, 1996 By _____
Edward P. McCullough,
Partner

ACKNOWLEDGMENTS

Individuals:

State of Washington)
) ss.
County of King)

On this day personally appeared before me **Guitty Zamani** to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 11 day of June, 1996.

Caroline Herrera
Notary Public in and for the state of Washington, residing at Olympia, Washington

S E A L

My commission expires: 3-19-00

****
****

State of Washington)
) ss.
County of King)

On this day personally appeared before me **David E. McCullough** to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 11th day of June, 1996.

Shirley M. Klein
Notary Public in and for the state of Washington, residing at Chehalis

S E A L

My commission expires: 5-29-99

State of Washington)
) ss.
County of King)

On this day personally appeared before me **Chong R. McCullough** to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 11th day of June, 1996

Shirley M. Klein
Notary Public in and for the state of Washington, residing at Chehalis

S E A L

My commission expires: 5-29-99

****
****

State of Washington)
) ss.
County of King)

On this day personally appeared before me **Edward F. McCullough** to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 11th day of June, 1996.

Shirley M. Klein
Notary Public in and for the state of Washington, residing at Chehalis

S E A L

My commission expires: 5-29-99

EXHIBIT 'K'

AK

govern this Agreement.

18. **Jurisdiction and Venue**: Venue for any litigation concerning this agreement shall be in the Superior Court of the State of Washington for King County, Washington.

19. **Counterparts**. The parties may execute this Agreement in two or more counterparts.

SIGNED: June ____, 1996 _____
Guitty Zamani

SIGNED: June ____, 1996 _____
Zia Ehsani
By: Alan Kaviany
Attorney in Fact
(Copy of Power of Attorney
Is attached)

SIGNED: June ____, 1996 _____
David E. McCullough

SIGNED: June ____, 1996 _____
Chong R. McCullough

SIGNED: June ____, 1996 _____
Edward F. McCullough

THE McCULLOUGH GROUP, INC.:

L

EXHIBIT 'L'

ADDENDUM TO AGREEMENT FOR MANAGEMENT OF LA RESIDENCE SUITE HOTEL

The following are modifications to the original agreement.

Page 2, Article 2, subparagraph (b):

Delete: "... and attorney fees."

Page 2, Article 2, subparagraph (c):

Delete: "... and attorney fees.

Page 3, Article 3, subparagraph (b), subsection (4):

Should read: The manager's reasonable fee for services rendered on an hourly basis or a flat monthly amount shall not exceed $1,500.00 per month. If the manager resides on the premises as a resident manager, she may have the use of a room in addition to her monthly salary.

Page 3, Article 3, subparagraph (b), subsection (6):

This section should be deleted.

Page 4, Article 11:

Add: Zamani may only exercise her option to assume McCulloughs' position and ownership of the hotel with the written consent of Ehsani.

Accepted:

Dated: By: _____
GUITTY ZAMANI

Dated: By: _____
ZIA EHSANI BY: ALAN KAVIANY
ATTORNEY IN FACT

Dated: By: _____
DAVID E. McCULLOUGH

Dated: By: _____
CHONG R. McCULLOUGH

M

EXHIBIT 'M'

CHRONOLOGICAL STATEMENT OF FACTS

I, Alan Kaviany, residing at 2690 Creekside Ln., Sacramento, CA 95821, have the following statements:

1) On June 10. 1996, I received a draft agreement between the parties (Exhibit 1). On behalf of Mr. Ehsani, I signed that and faxed it to Mrs. Zamani's attorney. My signature was the first signature on such draft.

2) On June 11, 1996, I received a revised draft agreement again, between the parties (Exhibit 2). At that point, Mr. Ehsani did not agree with a part of that agreement, hired an attorney, and proposed some changes. Then, on his behalf, I signed and faxed it to Mrs. Zamani's attorney. Again, my signature was the only signature on that proposal.

3) On June 13, 1996, I received a fax from Mrs. Zamani's attorney, acknowledging the receipt of the changed proposal. However, he added that he did not agree with those changes and had advised his client accordingly (Exhibit 3).

Alan Kaviany

CALIFORNIA

ALL-PURPOSE

ACKNOWLEDGEMENT

STATE OF CALIFORNIA)

COUNTY OF Sacramento)

On June 24, 1997 before me. Pamela Trombetti Dickens
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared. ALAN KAVIANY

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

PAMELA TROMBETTI DICKENS
Comm #1032209
NOTARY PUBLIC CALIFORNIA
SACRAMENTO COUNTY
Comm Expires July 14, 1998

Pamela Trombetti Dickens (SEAL)
NOTARY PUBLIC SIGNATURE

OPTIONAL INFORMATION

TITLE OR TYPE OF DOCUMENT Chronological Statement of Facts

DATE OF DOCUMENT June 24-1997 NUMBER OF PAGES -01-

SIGNER(S) OTHER THAN NAMED ABOVE Ø

BE IT KNOWN, that effectively immediately, Alan Kaviani, residing at 2690 Creekside Lane, Sacramento, CA 95821, is discharged from being Zia Ehsani's Attorney in Fact and Mr. Ehsani will deny any association now and in the future with Mr. Kaviani in any capacity.

Dated this 30th day of June, 1997.

Z. Ehsani
Zia Ehsani

MICHAEL P. BERNARD NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 11-19-99

SUBSCRIBED AND SWORN to before me this 30th day of June, 1997.

M. P. Bernard
NOTARY PUBLIC in and for the State of Washington, residing at Bellevue, WA
My commission expires: 11/19/99

N

EXHIBIT 'N'

La Residence Suite Hotel

Zamani Draw Detail Listing from 6/13/96 through 12/31/99

Date prepared 4/15/2000

(154)

Type	Date	Num	Name	Split	Debit	Credit	Balance
General Journal	06/13/1996		G. Zamani	Contract Payable		13,125.03	-13,125.03
General Journal	06/13/1996		G. Zamani B#1	Bank of America Checking	200.00		-12,925.03
General Journal	06/26/1996		Guitty	Bank of America Savings	4,000.00		-8,925.03
Check	07/12/1996	2002	Vartan F. Vartanian	Bank of America Checking	1,064.52		-7,860.51
General Journal	07/15/1996		G. Zamani - Trsfr	Bank of America Savings	5,000.00		-2,860.51
General Journal	07/29/1996		G. Zamani	Bank of America Savings	10,000.00		7,139.49
General Journal	08/14/1996		Z#2978 B#0128	Bank of America Checking	200.00		7,339.49
Check	08/29/1996	1025	Cash	Bank of America Checking	500.00		7,839.49
Check	09/09/1996	1028	G. Zamani	Bank of America Checking	1,000.00		8,839.49
Check	09/14/1996	1029	G. Zamani	Bank of America Checking	1,000.00		9,839.49
General Journal	09/20/1996		G. Zamani	Bank of America Savings	10,000.00		19,839.49
Check	09/26/1996	1030	G. Zamani	Bank of America Checking	10,000.00		29,839.49
Bill	09/28/1996		G. Zamani	Accounts Payable	300.00		30,139.49
Paycheck	09/30/1996	2139	Guitty Zamani	Bank of America Checking		8,139.49	22,000.00
General Journal	10/08/1996		G. Zamani	Bank of America Savings		400.00	21,600.00
General Journal	10/08/1996		G. Zamani	Bank of America Savings		10,000.00	11,600.00
Paycheck	10/14/1996	2148	Guitty Zamani	Bank of America Checking		1,560.00	10,040.00
Check	10/23/1996	1046	Shirin Riahi	Bank of America Checking	5,000.00		15,040.00
Check	10/24/1996	1047	Attractions Hair Salon, Inc.	Bank of America Checking	1,000.00		16,040.00
Paycheck	10/31/1996	2173	Guitty Zamani	Bank of America Checking		1,558.65	14,481.35
General Journal	11/01/1996		G. Zamani B#0158	Register	700.00		15,181.35
General Journal	11/01/1996		G. Zamani B# 0167-8	Bank of America Savings	500.00		15,681.35
General Journal	11/04/1996		G. Zamani B# 0169	Bank of America Checking	200.00		15,881.35
Paycheck	11/17/1996	2191	Guitty Zamani	Bank of America Checking		8,481.35	7,400.00
General Journal	11/25/1996		Shirin Riahi	Bank of America Savings		5,000.00	2,400.00
Paycheck	11/30/1996	2217	Guitty Zamani	Bank of America Checking		700.00	1,700.00
General Journal	12/02/1996		Bank of America (LOC)	Bank of America Savings	3,000.00		4,700.00
General Journal	12/06/1996		Ernst	Office		114.28	4,585.72
Check	12/12/1996	1066	Attractions Hair Salon, Inc.	Bank of America Checking	500.00		5,085.72
Paycheck	12/31/1996	2249	Cayetana Moreno	Bank of America Checking		206.33	4,879.39
Paycheck	12/31/1996	2250	Doris K. Conner	Bank of America Checking		88.91	4,790.48
Paycheck	12/31/1996	2251	Elva A. Mora - Rosas	Bank of America Checking		312.90	4,477.58
Paycheck	12/31/1996	2252	Erin B. Dickinson	Bank of America Checking		116.36	4,361.22
Paycheck	12/31/1996	2253	Esther M. Mora	Bank of America Checking		244.58	4,116.64
Paycheck	12/31/1996	2254	Guitty Zamani	Bank of America Checking		1,879.80	2,236.84
Paycheck	12/31/1996	2255	Hilario M. Mercado	Bank of America Checking		334.63	1,902.21

Green

La Residence Suite Hotel

Zamani Draw Detail Listing from 6/13/96 through 12/31/99

Date prepared 4/15/2000

Type	Date	Num	Name	Split	Debit	Credit	Balance
Paycheck	12/31/1996	2256	Luis A. Vega	Bank of America Checking		197.61	1,704.60
Paycheck	12/31/1996	2257	Michael P. Dickinson	Bank of America Checking		921.55	783.05
Paycheck	12/31/1996	2258	Miriam Argueta	Bank of America Checking		127.07	655.98
Paycheck	12/31/1996	2259	Nosratollah C. Khatibi	Bank of America Checking		390.37	265.61
General Journal	12/31/1996		G. Zamani	-SPLIT-	440.00		705.61
General Journal	12/31/1996		Helmut Kah	Legal Fees	6,500.00		7,205.61
Check	01/01/1997	1068	Cyrus Khatibi	Bank of America Checking	4,820.11	reimb for payroll	12,025.72
Check	01/06/1997	1069	G. Zamani	Bank of America Checking	2,000.00		14,025.72
Paycheck	01/15/1997	2282	Guitty Zamani	Bank of America Checking		500.00	13,525.72
Check	01/22/1997	1070	Attractions Hair Salon, Inc.	Bank of America Checking	2,000.00		15,525.72
Paycheck	01/31/1997	2307	Guitty Zamani	Bank of America Checking		705.61	14,820.11
Check	02/08/1997	1076	G. Zamani	Bank of America Checking	5,000.00		19,820.11
Paycheck	02/16/1997	2339	Guitty Zamani	Bank of America Checking		320.11	19,500.00
Paycheck	02/28/1997	2349	Guitty Zamani	Bank of America Checking		1,800.00	17,700.00
Bill	03/03/1997	346	Vartan F. Vartanian	Accounts Payable	350.00		18,050.00
Check	03/07/1997	1081	Helmut Kah	Bank of America Checking	1,000.00		19,050.00
Check	04/28/1997	1095	G. Zamani	Bank of America Checking	1,000.00		20,050.00
Check	04/28/1997	1097	Cash	Bank of America Checking	600.00		20,650.00
Check	05/12/1997	1100	Cash	Bank of America Checking	700.00		21,350.00
General Journal	05/14/1997		G. Zamani	Bank of America Savings	1,000.00		22,350.00
Paycheck	05/15/1997	2473	Guitty Zamani	Bank of America Checking		260.00	22,090.00
Check	05/23/1997	1101	Cash	Bank of America Checking	500.00		22,590.00
Check	05/31/1997	1104	Cash	Bank of America Checking	2,000.00		24,590.00
Check	06/10/1997	1106	Cash	Bank of America Checking	75.00		24,665.00
Check	06/14/1997	1108	Cash	Bank of America Checking	2,000.00		26,665.00
Check	06/18/1997	1109	Cash	Bank of America Checking	75.00		26,740.00
General Journal	06/26/1997		G. Zamani	-SPLIT-	500.00		27,240.00
General Journal	07/07/1997		G. Zamani	Bank of America Checking	1,000.00		28,240.00
General Journal	07/14/1997		G. Zamani	Bank of America Checking	398.00		28,638.00
Check	07/15/1997	1113	Cash	Bank of America Checking	300.00		28,938.00
Check	07/18/1997	1114	Cash	Bank of America Checking	75.00		29,013.00
Check	07/18/1997	1116	Cash	Bank of America Checking	100.00		29,113.00
General Journal	07/18/1997		Wells Fargo Bank-Meals	-SPLIT-	724.44		29,837.44
General Journal	07/18/1997		B# 0257	Bank of America Checking	2,211.05		32,048.49
General Journal	07/18/1997		Wells Fargo-Pd by Guitty	Accounts Receivable Officer		398.00	31,650.49
Check	07/29/1997	1121	G. Zamani	Bank of America Checking	5,000.00		36,650.49

Exh. 92

La Residence Suite Hotel

Date prepared 4/15/2000

Zamani Draw Detail Listing from 6/13/96 through 12/31/99

Type	Date	Num	Name	Split	Debit	Credit	Balance
Check	08/07/1997	1123	Shirin Riahi	Bank of America Checking	3,000.00		39,650.49
General Journal	08/11/1997		Shirin Riahi	Bank of America Checking		3,000.00	36,650.49
Check	08/13/1997	1125	Shirin Riahi	Bank of America Checking	4,500.00		41,150.49
Paycheck	08/16/1997	2625	Guitty Zamani	Bank of America Checking		500.00	40,650.49
General Journal	08/18/1997		Wells Fargo Bank-Meals	Room	104.05		40,754.54
Check	08/25/1997	1128	Attractions Hair Salon, Inc.	Bank of America Checking	3,000.00		43,754.54
General Journal	08/25/1997		Shirin Riahi	Bank of America Checking		1,500.00	42,254.54
Check	08/26/1997	1130	Cash	Bank of America Checking	75.00		42,329.54
Paycheck	08/31/1997	2648	Guitty Zamani	Bank of America Checking		500.00	41,829.54
General Journal	09/01/1997		Cash-Ck#1106,9,14,16,30	Register		400.00	41,429.54
Paycheck	09/15/1997	2661	Guitty Zamani	Bank of America Checking		500.00	40,929.54
Check	09/17/1997	1135	Shirin Riahi	Bank of America Checking	4,000.00		44,929.54
Check	09/22/1997	1138	G. Zamani	Bank of America Checking	5,000.00		49,929.54
General Journal	09/27/1997		Cash-Ck#1100,1113	Building Repairs		1,000.00	48,929.54
Paycheck	09/30/1997	2696	Guitty Zamani	Bank of America Checking		500.00	48,429.54
General Journal	10/06/1997		Shirin Riahi	Bank of America Checking		2,000.00	46,429.54
Check	10/14/1997	1141	Shirin Riahi	Bank of America Checking	4,000.00		50,429.54
Bill	10/20/1997		Wells Fargo Bank	Accounts Payable	638.15		51,067.69
General Journal	10/27/1997		Shirin Riahi	Bank of America Checking		2,000.00	49,067.69
General Journal	11/17/1997		Wells Fargo Bank	-SPLIT-	282.00		49,349.69
Check	12/01/1997	1156	G. Zamani	Bank of America Checking	5,000.00		54,349.69
Check	12/13/1997	1157	Thrifty	Bank of America Checking	256.03		54,605.72
General Journal	01/01/1998		Wells Fargo-Woodmark	Credit Card	30.91		54,636.63
General Journal	01/01/1998		Wells Fargo - Marshalls	Credit Card	199.75		54,836.38
General Journal	01/05/1998		Wells Fargo - Marshalls	Credit Card		64.04	54,772.34
General Journal	04/17/1998		Wells Fargo-Royal India	Accounts Receivable Officer	38.06		54,810.40
General Journal	04/17/1998		Wells Fargo-Palisade Sea	Accounts Receivable Officer	250.00		55,060.40
General Journal	04/17/1998		Wells Fargo-Nwa Air	Accounts Receivable Officer	344.08		55,404.48
General Journal	04/17/1998		Wells Fargo Bank	-SPLIT-	1,689.24		57,093.72
General Journal	05/01/1998		G. Zamani	Bank of America Checking	1,416.31		58,510.03
General Journal	05/04/1998		Amex Re. Batch#0350	Bank of America Checking		399.27	58,110.76
General Journal	06/22/1998		Wells Fargo Bank-Adv.	Credit Card	1,000.00		59,110.76
Check	07/30/1998	1256	G. Zamani	Bank of America Checking	2,000.00		61,110.76
General Journal	08/01/1998		G. Zamani	Bank of America Checking		2,000.00	59,110.76
General Journal	08/16/1998		B# 0418	Bank of America Checking	390.96		59,501.72
Check	09/14/1998	1303	G. Zamani	Bank of America Checking	50.00		59,551.72

La Residence Suite Hotel

Date prepared 4/15/2000

Zamani Draw Detail Listing from 6/13/96 through 12/31/99

Type	Date	Num	Name	Split	Debit	Credit	Balance
Check	09/20/1998	1307	American Express	Bank of America Checking	1,124.87		60,676.59
Check	09/28/1998	1306	Discover	Bank of America Checking	237.06		60,913.65
General Journal	12/31/1998		Advanta	Credit Card	3,150.84		64,064.49
General Journal	12/31/1998		G. Zamani P/R FICA	Payroll Expenses	3,825.00		67,889.49
General Journal	03/07/1999		B# 0508	Bank of America Checking	763.84		68,653.33
General Journal	03/07/1999		B# 0508	Bank of America Checking	800.00		69,453.33
General Journal	03/22/1999		B# 0511	Bank of America Checking	838.71		70,292.04
General Journal	04/14/1999		Guitty Zamani-Loan	Bank of America Checking		2,281.11	68,010.93
Check	05/10/1999	1425	Guitty Zamani-Payoff	Bank of America Checking	2,281.11		70,292.04
Check	05/14/1999	1430	Medical Dispute Resolution	Bank of America Checking	587.44		70,879.48
Check	05/17/1999	1439	Guitty Zamani	Bank of America Checking	2,000.00		72,879.48
Check	05/21/1999	1445	Centrum Financial Services	Bank of America Checking	3,000.00		75,879.48
Check	05/25/1999	1448	Helmut Kah	Bank of America Checking	1,000.00		76,879.48
Check	06/07/1999	1473	G. Zamani	Bank of America Checking	2,000.00		78,879.48
Check	07/23/1999	1562	G. Zamani	Bank of America Checking	3,000.00		81,879.48
Check	08/10/1999	1607	MBNA America	Bank of America Checking	437.80		82,317.28
Check	08/16/1999	1625	G. Zamani	Bank of America Checking	5,000.00		87,317.28
Check	09/01/1999	1666	FCR Efsiar Group	Bank of America Checking	337.50		87,654.78
Check	09/07/1999	1673	Helmut Kah	Bank of America Checking	1,000.00		88,654.78
Check	09/10/1999	1676	MBNA America	Bank of America Checking	500.00		89,154.78
Check	09/10/1999	1679	G. Zamani	Bank of America Checking	5,000.00		94,154.78
Check	10/07/1999	1723	MBNA America	Bank of America Checking	500.00		94,654.78
Check	10/29/1999	1753	G. Zamani	Bank of America Checking	5,000.00		99,654.78
Check	10/29/1999	1754	Costco	Bank of America Checking	121.87		99,776.65
Check	11/05/1999	1775	G. Zamani	Bank of America Checking	2,500.00		102,276.65
Check	11/08/1999	1781	MBNA America	Bank of America Checking	1,000.00		103,276.65
Check	11/23/1999	1799	G. Zamani	Bank of America Checking	3,000.00		106,276.65
Check	12/10/1999	1830	MBNA America	Bank of America Checking	300.00		106,576.65
Check	12/20/1999	1856	G. Zamani	Bank of America Checking	3,000.00		109,576.65
Check	12/28/1999	1863	Costco	Bank of America Checking	52.29		109,628.94
				1996 Payroll	32,500.00		142,128.94
				1997 Payroll	60,000.00		202,128.94
				1998 Payroll	50,000.00		252,128.94
				1999 Payroll	10,000.00		262,128.94

Salary

EXHIBIT 'O'

La Residence Suite Hotel

Zamani Drawing Transaction Listing from 6/13/96 through 12/31/99

Date	Num	Name	Memo	Debit	Credit	Balance
06/13/1996		G. Zamani	Loan		13,125.03	-13,125.03
06/13/1996		G. Zamani	Z#2951 B#1	200.00		-12,925.03
06/26/1996		Transfer from bank	Guitty	4,000.00		-8,925.03
07/12/1996	2002	Vartan F. Vartanian		1,064.52		-7,860.51
07/15/1996		G. Zamani	Trsfr	5,000.00		-2,860.51
07/29/1996		G. Zamani	Trsfr	10,000.00		7,139.49
08/14/1996			Z#2978 B#0128	200.00		7,339.49
08/29/1996	1025	Cash		500.00		7,839.49
09/09/1996	1028	G. Zamani		1,000.00		8,839.49
09/14/1996	1029	G. Zamani		1,000.00		9,839.49
09/20/1996		G. Zamani	Trsfr	10,000.00		19,839.49
09/26/1996	1030	G. Zamani		10,000.00		29,839.49
09/28/1996		G. Zamani		300.00		30,139.49
10/08/1996		G. Zamani			400.00	29,739.49
10/08/1996		G. Zamani			10,000.00	19,739.49
11/01/1996		G. Zamani	Z# 3005 B# 0158	700.00		20,439.49
11/01/1996		G. Zamani	Z# 3014 B# 0167-8	500.00		20,939.49
11/04/1996		G. Zamani	Z# 3015 B# 0169	200.00		21,139.49
12/02/1996		Bank of America (LOC)		3,000.00		24,139.49
12/06/1996		Ernst	Zamani		114.28	24,025.21
09/30/1996	2139	Guitty Zamani			8,139.49	15,885.72
10/14/1996	2148	Guitty Zamani			1,560.00	14,325.72
10/24/1996	1047	Attractions Hair Salon, Inc.		1,000.00		15,325.72
10/31/1996	2173	Guitty Zamani			1,558.65	13,767.07
11/17/1996	2191	Guitty Zamani			8,481.35	5,285.72
11/30/1996	2217	Guitty Zamani			700.00	4,585.72
12/12/1996	1066	Attractions Hair Salon, Inc.		500.00		5,085.72
12/31/1996		G. Zamani		440.00		5,525.72
12/31/1996		Helmut Kah		6,500.00		12,025.72
01/06/1997	1069	G. Zamani		2,000.00		14,025.72
01/15/1997	2282	Guitty Zamani			500.00	13,525.72
01/22/1997	1070	Attractions Hair Salon, Inc.		2,000.00		15,525.72
01/31/1997	2307	Guitty Zamani			705.61	14,820.11
02/08/1997	1076	G. Zamani		5,000.00		19,820.11
02/16/1997	2339	Guitty Zamani			320.11	19,500.00
02/28/1997	2349	Guitty Zamani			1,800.00	17,700.00
03/03/1997	346	Vartan F. Vartanian		350.00		18,050.00
03/07/1997	1081	Helmut Kah		1,000.00		19,050.00
04/28/1997	1095	G. Zamani		1,000.00		20,050.00
04/28/1997	1097	Cash		600.00		20,650.00
05/12/1997	1100	Cash		700.00		21,350.00
05/14/1997		G. Zamani		1,000.00		22,350.00
05/15/1997	2473	Guitty Zamani			260.00	22,090.00
05/23/1997	1101	Cash		500.00		22,590.00
05/31/1997	1104	Cash		2,000.00		24,590.00
06/10/1997	1106	Cash		75.00		24,665.00

La Residence Suite Hotel

Zamani Drawing Transaction Listing from 6/13/96 through 12/31/99

Date	Num	Name	Memo	Debit	Credit	Balance
06/14/1997	1108	Cash		2,000.00		26,665.00
06/18/1997	1109	Cash		75.00		26,740.00
06/26/1997		G. Zamani		500.00		27,240.00
07/07/1997		G. Zamani		1,000.00		28,240.00
07/14/1997		G. Zamani		398.00		28,638.00
07/15/1997	1113	Cash		300.00		28,938.00
07/18/1997			B# 0257	2,211.05		31,149.05
07/18/1997		Wells Fargo Bank	Meals	724.44		31,873.49
07/18/1997		Wells Fargo Bank	Paid by Guitty		398.00	31,475.49
07/18/1997	1114	Cash		75.00		31,550.49
07/18/1997	1116	Cash		100.00		31,650.49
07/29/1997	1121	G. Zamani		5,000.00		36,650.49
08/07/1997	1123	Shirin Riahi		3,000.00		39,650.49
08/16/1997	2625	Guitty Zamani			500.00	39,150.49
08/18/1997		Wells Fargo Bank	Meals	104.05		39,254.54
08/25/1997	1128	Attractions Hair Salon, Inc.		3,000.00		42,254.54
08/26/1997	1130	Cash		75.00		42,329.54
08/31/1997	2648	Guitty Zamani			500.00	41,829.54
09/01/1997		Cash	Ck#1106,9,14,16,30		400.00	41,429.54
09/15/1997	2661	Guitty Zamani			500.00	40,929.54
09/22/1997	1138	G. Zamani		5,000.00		45,929.54
09/27/1997		Cash	Ck# 1100,1113		1,000.00	44,929.54
09/30/1997	2696	Guitty Zamani			500.00	44,429.54
10/14/1997		Guitty Zamani	Loan to S. Riahi	4,000.00		48,429.54
10/20/1997		Wells Fargo Bank		638.15		49,067.69
11/17/1997		Wells Fargo Bank		282.00		49,349.69
12/01/1997	1156	G. Zamani		5,000.00		54,349.69
12/13/1997	1157	Thrifty		256.03		54,605.72
01/01/1998		Wells Fargo Bank	Marshalls	199.75		54,805.47
01/01/1998		Wells Fargo Bank	Waters/Woodmark	30.91		54,836.38
01/05/1998		Wells Fargo Bank	Marshalls		64.04	54,772.34
04/17/1998		Wells Fargo Bank	Transfer	1,689.24		56,461.58
04/17/1998		Wells Fargo Bank	Royal India	38.06		56,499.64
04/17/1998		Wells Fargo Bank	Nwa Air	344.08		56,843.72
04/17/1998		Wells Fargo Bank	Palisade Seattle	250.00		57,093.72
05/01/1998		G. Zamani	B# 0350	1,416.31		58,510.03
05/04/1998			Amex Re. Batch#0350		399.27	58,110.76
06/22/1998		Wells Fargo Bank	Adv.	1,000.00		59,110.76
07/30/1998	1256	G. Zamani		2,000.00		61,110.76
08/01/1998		G. Zamani	Loan		2,000.00	59,110.76
08/16/1998			B# 0418	390.96		59,501.72
09/14/1998	1303	G. Zamani		50.00		59,551.72
09/20/1998	1307	American Express		1,124.87		60,676.59
09/28/1998	1306	Discover	Discover	237.06		60,913.65
12/31/1998		Advanta		3,150.84		64,064.49
12/31/1998		G. Zamani - Co. portion of FICA	Reverse 98 P/R	3,825.00		67,889.49

La Residence Suite Hotel

Zamani Drawing Transaction Listing from 6/13/96 through 12/31/99

Date	Num	Name	Memo	Debit	Credit	Balance
03/07/1999			B# 0508	763.84		68,653.33
03/07/1999			B# 0508	800.00		69,453.33
03/22/1999			B# 0511	838.71		70,292.04
04/14/1999		Guitty Zamani	Loan		2,281.11	68,010.93
05/10/1999	1425	Guitty Zamani	Loan payoff	2,281.11		70,292.04
05/14/1999	1430	Medical Dispute Resolution		587.44		70,879.48
05/17/1999	1439	Guitty Zamani		2,000.00		72,879.48
05/21/1999	1445	Centrum Financial Services, Inc.	Refunded, Paid to Kuh	3,000.00		75,879.48
05/25/1999	1448	Helmut Kah		1,000.00		76,879.48
06/07/1999	1473	G. Zamani		2,000.00		78,879.48
07/23/1999	1562	G. Zamani		3,000.00		81,879.48
08/10/1999	1607	MBNA America		437.80		82,317.28
08/16/1999	1625	G. Zamani		5,000.00		87,317.28
09/01/1999	1666	FCR Efsiar Group		337.50		87,654.78
09/07/1999	1673	Helmut Kah		1,000.00		88,654.78
09/10/1999	1676	MBNA America		500.00		89,154.78
09/10/1999	1679	G. Zamani		5,000.00		94,154.78
10/07/1999	1723	MBNA America		500.00		94,654.78
10/29/1999	1753	G. Zamani		5,000.00		99,654.78
10/29/1999	1754	Costco		121.87		99,776.65
11/05/1999	1775	G. Zamani		2,500.00		102,276.65
11/08/1999	1781	MBNA America		1,000.00		103,276.65
11/23/1999	1799	G. Zamani		3,000.00		106,276.65
12/10/1999	1830	MBNA America		300.00		106,576.65
12/20/1999	1856	G. Zamani		3,000.00		109,576.65
12/28/1999	1863	Costco		52.29		109,628.94
		1996 Payroll		32,500.00		142,128.94
		1997 Payroll		60,000.00		202,128.94
		1998 Payroll		50,000.00		252,128.94
		1999 Payroll		10,000.00		262,128.94

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EXHIBIT 'P'

09/28/98

La Residence Suite Hotel
Manual Check Register
June 13 through December 31, 1996

Date	Num	Name	Amount
Seafirst Bank Checking			
6/19/96	1	West Coast Pap...	-95.25
6/27/96	1002	Charlie's Produce	-36.15
6/28/96	1003	Atcon Services, I...	-54.10
7/2/96	1014	First Community ...	-10,035.18
7/8/96	1015	Michael P. Dickin...	-79.78
7/9/96	1016	Eagle Hardware ...	-45.73
7/10/96	1017	Puget Sound Lea...	-475.38
7/12/96	2002	Vartan F. Vartani...	-1,064.52
8/1/96	1018	Helmut Kah	-3,000.00
8/2/96	1019	Cash	-100.00
8/6/96	1021	West Coast Pap...	-266.30
8/12/96	1022	Cash	-100.00
8/26/96	1023	West Coast Pap...	-130.10
8/29/96	1024	Cash	-200.00
8/29/96	1025	Cash	-500.00
9/5/96	1027	Helmut Kah	-2,000.00
9/9/96	1028	Guitty Zamani	-1,000.00
9/14/96	1029	Guitty Zamani	-1,000.00
9/16/96	1031	J.C. Penney	-226.17
9/20/96	1033	Department of La...	-20.00
9/23/96	1032	West Coast Pap...	-175.00
9/26/96	1030	Guitty Zamani	-10,000.00
9/27/96	1034	West Coast Pap...	-40.25
9/27/96	1035	Cash	-125.00
9/30/96	1036	Cash	-50.00
10/1/96	1037	The Bon Marche	-1,001.07
10/3/96	1038	New Image Clea...	-319.50
10/5/96	1039	Cash	-48.69
10/5/96	1040	Cash	-30.00
10/6/96	1041	New Image Clea...	-120.00
10/7/96	1042	Best Products	-237.98
10/15/96	1043	Kirkland Custom ...	-200.00
10/17/96	1044	Doris K. Conner	-24.29
10/22/96	1045	Cash	-75.00
10/23/96	1046	Shirin Riahi	-5,000.00
10/24/96	1047	Attractions Hair ...	-1,000.00
10/24/96	1048	Cash	-35.76

09/28/98

La Residence Suite Hotel
Manual Check Register
June 13 through December 31, 1996

Date	Num	Name	Amount
10/31/96	1049	Jinous Ashrafi	-76.00
10/31/96			-1,094.62
11/4/96	1050	West Coast Pap...	-95.25
11/5/96	1051	Ernst	-69.01
11/8/96	1052	Cash	-100.00
11/21/96	1056	Cash	-100.00
11/25/96	1057	Bellevue Way Cl...	-35.21
11/25/96	1058	Cross Roads Ap...	-324.55
11/27/96	1059	Helmut Kah	-1,500.00
11/28/96	1054	First Community ...	-10,115.98
12/1/96	1060	Bellevue Way Cl...	-36.40
12/1/96	1061	Bellevue Way Cl...	-49.27
12/3/96	1062	West Coast Pap...	-266.35
12/5/96	1063	Bellevue Way Cl...	-34.32
12/10/96	1064	Sears	-348.98
12/10/96	1065	Cash	-1,500.00
12/12/96	1066	Attractions Hair ...	-500.00
12/12/96	1067	Cash	-50.00
12/31/96			-774.29
Total Seafirst Bank Checking			-55,981.43
TOTAL			**-55,981.43**

1019

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

19-2/1250

7-30 1996

PAY TO THE ORDER OF Cash $ 100-00

One Hundred DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR Hotel expence

859115051 07/30/96 100.00
75470013 CK ON US

Zamang

⑈001019⑈ ⑆125000024⑆ 75470 013⑈ ⑈0000010000⑈

1022

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

19-2/1250

8-12 1996

PAY TO THE ORDER OF Cash. $ 100-00

One Hundred DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR Costco Hotel

060111154 08/12/96 100.00
75470013 CK ON US

Zamang

⑈001022⑈ ⑆125000024⑆ 75470 013⑈ ⑈0000010000⑈

1024

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

19-2/1250

8-29 1996

PAY TO THE ORDER OF Cash. $ 200.00

Two Hundred DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR For Fall.

403105174 08/29/96 200.00
75470013 CK ON US

Zamang

⑈001024⑈ ⑆125000024⑆ 75470 013⑈ ⑈0000020000⑈

WOLF ZAMANG 610 [illegible]

1025

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

19-2/1250

8-29 1996

PAY TO THE ORDER OF Cash. $ 500.00

Five Hundred DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR Hotel expence

060176080 08/29/96 500.00
75470013 CK ON US

Zamang

⑈001025⑈ ⑆125000024⑆ 75470 013⑈ ⑈0000050000⑈

LA RESIDEN. SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

1028

19-2/1250

9-9 1996

PAY TO THE ORDER OF Cash $ 1000.00

One Thousand DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR P/C ZAMANG #618C3 1/17/95

060106028 09/09/96 1,000.00
75470013 CK ON US

Equitte - Zamang

⑈001028⑈ ⑆125000024⑆ 75470 013⑈ ⑈0000100000⑈

WDLZamanG#618C3
1-17-95PC

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

1029

19-2/1250

9-14 1996

PAY TO THE ORDER OF Cash $ 1000.00

One Thousand DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

521107073 09/16/96 1,000.00
75470013 CK ON US

Equitte - Zamang

⑈001029⑈ ⑆125000024⑆ 75470 013⑈ ⑈0000100000⑈

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

1031

19-2/1250

9-16 1996

PAY TO THE ORDER OF J.C. Penny $ 226.14/100

Two Hundred twenty six 14/100 DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR

Equitte - Zamang

⑈001031⑈ ⑆125000024⑆ 75470 013⑈ ⑈0000022617⑈

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

1035

19-2/1250

9-27 1996

PAY TO THE ORDER OF CASH $ 125.00

One Hundred Twenty-Five 00/100 DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR Costco Supplies

859115103 09/27/96 125.00
75470013 CK ON US

Equitte - Zamang

⑈001035⑈ ⑆125000024⑆ 75470 013⑈ ⑈0000012500⑈

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

1036

7-30 1996 19-2/1250

PAY TO THE ORDER OF Cash $ 50.00

Fifty DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR Hotel Supplies

859101202 09/30/96 50.00
75470013 CK ON US

Equitie - Zamane

⑈001036⑈ ⑆125000024⑆ 75470 013⑈ ⑈0000005000⑈

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

1037

10-1 1996 19-2/1250

THE ORDER OF The Bon Marché $ 1001.07/100

One Thousand one 07/100 DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

Equitie - Zamane

⑈001037⑈ ⑆125000024⑆ 75470 013⑈ ⑈0000100107⑈

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

1040

10-5 1996 19-2/1250

PAY TO THE ORDER OF Cash $ 30.00

Thirty DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR Hanging Drapes

Equitie - Zamane

⑈001040⑈ ⑆125000024⑆ 75470 013⑈ ⑈0000003000⑈

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

2/23/39 1469

1042

Apr # 8310 10-7 1996 19-2/1250

PAY TO THE ORDER OF Best $ 237.98/100

Two Hundred Thirty Seven 98/100 DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR

Equitie - Zamane

⑈001042⑈ ⑆125000024⑆ 75470 013⑈ ⑈0000023798⑈

LA RESI[illegible]ICE SUITE HOTEL
T[illegible]ST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

1043 1

10-15 1996

PAY TO THE ORDER OF Kirkland Custom Fram $ 200

Two Hundred DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR Painting Room 404 Equitty - Zamara

⑈001043⑈ ⑆125000024⑆ 75470 013⑈ ⑈00000200

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

1045

Oct. 22 1995 19-2/1250

PAY TO THE ORDER OF CASH $ 75.00

Seventy - Five & 00/100 DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

Hotel Supplies - Plumbing

859103105 10/23/96 75.00
7547 013 CK ON US Equitty - Zamara

⑈001045⑈ ⑆125000024⑆ 75470 013⑈ ⑈0000007500⑈

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

1049 10

PAY TO THE ORDER OF Mrs. Jinous Ashrafi 10-31 1996 19-

$ 76.00

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

1052

11-8 1996 19-2/125

PAY TO THE ORDER OF CASH $ 100.00

One Hundred DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR Hotel Supplies

859107313 [illegible]
7547 Equitty - Zamara

⑈001052⑈ ⑆125000024⑆ 75470 013⑈ ⑈0000010000⑈

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

1056

11-21 19 96 19-2/1250

PAY TO THE ORDER OF Cash $ 100.00

One Hundred DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR Hotel Supplies

WDL DICRIMP581Q 959102149 11/21/96 100.00
11/98 75470013 CK ON US Ramane

⑈001056⑈ ⑆125000024⑆ 75470 013⑈ ⑈0000010000⑈

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

1065

12-10 19 46 19-2/1250

HE ER OF Cash. $ 1500.00

One Thousand five Hundred DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

P/C ZAMANG*618C3

R Christmas Gift to Staff 1/17/95

060106045 12/10/96 1.500.00
75470013 CK ON US Ramane

⑈001065⑈ ⑆125000024⑆ 75470 013⑈ ⑈0000150000⑈

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

106

12-12 19 96 19-2/

PAY TO THE ORDER OF Cash. $ 50.00

Fifty DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR Hotel Till

173705116 12/12/96 50.00
75470013 CK ON US Ramane

⑈001067⑈ ⑆125000024⑆ 75470 013⑈ ⑈0000005000

Q

EXHIBIT 'Q'

La Residence Suite Hotel
Manual Check Register
January through December 1997

Date	Num	Name	Amount
Seafirst Bank Checking			
1/1/97	1068	Cyrus Khatibi	-4,820.11
1/6/97	1069	G. Zamani	-2,000.00
1/22/97	1070	Attractions Hair S...	-2,000.00
1/22/97	1071	U.S. Postal Servi...	-32.00
1/24/97	1072	First Community ...	-10,118.20
1/31/97	BANK SERVICE CHARGE		-708.36
2/7/97	1073	West Coast Pape...	-125.40
2/7/97	1074	Cross Roads App...	-355.98
2/7/97	1075	Costco	-44.20
2/8/97	1076	G. Zamani	-5,000.00
2/10/97	1077	Costco	-82.48
2/17/97	1078	Costco	-117.87
2/24/97	1079	First Community ...	-10,118.20
2/28/97	BK CHARGES CREDIT CARD CHARGE		-600.31
3/6/97	1080	Office Depot	-1,891.92
3/7/97	1081	Helmut Kah	-1,000.00
3/7/97	1082	Steve Kaletimoko	-500.00
3/15/97	1083	Kirby Company	-2,300.00
3/31/97	1084	First Community ...	-10,118.20
3/31/97	1085	Cash	-125.00
3/31/97	BK CREDIT CARD CHARGE		-562.70
4/2/97	1086	Cash	-50.00
4/4/97	1087	West Coast Pape...	-496.83
4/10/97	1088	Cash	-100.00
4/10/97	1088	Cash	100.00
4/11/97	1089	Michael P. Dickin...	-400.00
4/11/97	1090	Eagle Hardware ...	-168.25
4/14/97	1091	Michael P. Dickin...	-500.00
4/18/97	1092	Kinko's Inc.	-16.29
4/28/97	1094	First Community ...	-10,113.84
4/28/97	1095	G. Zamani	-1,000.00
4/28/97	1097	Cash	-600.00
4/30/97	BK SERVICE CREDIT CARD		-711.80
5/5/97	1098	Cash	-75.00
5/7/97	1099	West Coast Pape...	-146.30
5/12/97	1100	Cash	-700.00

La Residence Suite Hotel
Manual Check Register
January through December 1997

Date	Num	Name	Amount
5/23/97	1101	Cash	-500.00
5/28/97	1103	Cash	-75.00
5/31/97	1102	First Community ...	-10,113.84
5/31/97	1104	Cash	-2,000.00
5/31/97	BK CHARGE & CREDIT CARD CHARGES		-1,064.30
6/5/97	1105	Cash	-500.00
6/10/97	1106	Cash	-75.00
6/11/97	1107	West Coast Pape...	-160.55
6/14/97	1108	Cash	-2,000.00
6/18/97	1109	Cash	-75.00
6/30/97	1110	First Community ...	-10,113.84
6/30/97	1111	West Coast Pape...	-101.30
6/30/97	BK & CREDIT CARD CHARGE		-664.05
7/7/97	1112	Maintenance War...	-204.82
7/15/97	1113	Cash	-300.00
7/18/97	1114	Cash	-75.00
7/18/97	1116	Cash	-100.00
7/23/97	1117	Monarch Trading ...	-70.91
7/28/97	1118	West Coast Pape...	-459.10
7/28/97	1119	Cash & Carry	-66.14
7/29/97	1120	First Community ...	-10,259.53
7/29/97	1121	G. Zamani	-5,000.00
7/31/97	BK & CREDIT CARD CHARGE		-714.39
8/7/97	1123	Shirin Riahi	-3,000.00
8/13/97	1125	Shirin Riahi	-4,500.00
8/15/97	1126	Kinko's Inc.	-28.18
8/22/97	1127	West Coast Pape...	-144.95
8/25/97	1128	Attractions Hair S...	-3,000.00
8/26/97	1130	Cash	-75.00
8/27/97	1131	First Community ...	-10,259.53
8/31/97	BK & CREDIT CARD CHARGE		-804.91
9/2/97	1132	Cash	-125.00
9/2/97	1124	Kinko's Inc.	-21.18
9/8/97	1133	Cash	-75.00
9/15/97	1134	Cash	-100.00
9/17/97	1135	Shirin Riahi	-4,000.00
9/19/97	1136	West Coast Pape...	-154.60

La Residence Suite Hotel
Manual Check Register
January through December 1997

Date	Num	Name	Amount
9/19/97	1137	Cash	-100.00
9/22/97	1138	G. Zamani	-5,000.00
9/26/97	1139	First Community ...	-10,259.53
9/29/97	1140	U.S. Postal Servi...	-32.00
9/30/97	BK	CREDIT CARD CHARGE	-1,188.04
10/14/97	1141	Shirin Riahi	-4,000.00
10/17/97	1142	Robert Delach	-2,000.00
10/27/97	1143	First Community ...	-10,261.79
10/27/97	1144	West Coast Pape...	-119.75
10/31/97	1145	U.S. Postal Servi...	-32.00
10/31/97	1146	Cash	-100.00
10/31/97	BK	CREDIT CARD CHARGE	-790.08
11/1/97	1147	West Coast Pape...	-446.05
11/3/97	1148	Cash	-200.00
11/3/97	1149	Cash	-100.00
11/3/97	1152	Amir R. Ehsani	-2,500.00
11/3/97	1150	Office Depot	-54.28
11/5/97	1151	Robert Delach	-2,000.00
11/28/97	1154	First Community ...	-10,261.79
11/28/97	1155	Payless	-65.00
11/30/97	BK	CREDIT CARD CHARGE	-723.79
12/1/97	1156	G. Zamani	-5,000.00
12/13/97	1157	Thrifty	-256.03
12/19/97	1158	West Coast Pape...	-121.60
12/21/97	1159	Hilario M. Mercado	-50.00
12/21/97	1160	Doris K. Conner	-50.00
12/21/97	1161	Esther M. Mora	-50.00
12/21/97	1162	Elva A. Mora - Ro...	-50.00
12/21/97	1163	Amir Ehsani	-50.00
12/21/97	1164	Magid Khatibi	-50.00
12/21/97	1165	Michael P. Dickin...	-150.00
12/21/97	1166	Miriam Argueta	-50.00
12/22/97	1167	Cayetana Moreno	-50.00
12/25/97	1168	Robert Delach	-50.00
12/29/97	1169	First Community ...	-10,261.79
12/30/97	1170	U.S. Postal Servi...	-32.00
12/31/97			-609.25

La Residence Suite Hotel
Manual Check Register
January through December 1997

Date	Num	Name	Amount
Total Seafirst Bank Checking			-205,695.13
TOTAL			**-205,695.13**

1069

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

19-2/125

1-6 19 97

PAY TO THE ORDER OF Cathy Zamani $ 2000.00

Two Thousand and No/100 DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR Advanced payroll 1\$97 Camille Zamani

⑈001069⑈ ⑆125000024⑆ 75470 013⑈ ⑈0000200000

1076

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

19-2/1250

2-8 19 97

PAY TO THE ORDER OF Cash, $ 5000.00

Five Thousend DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

173701064 02/10/97 5,000.00
7547013 [illegible] Zamani MP

FOR

⑈001076⑈ ⑆125000024⑆ 75470 013⑈ ⑈0000500000⑈

1085

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

19-2/1250

3-28 97

Cash 125.00

One Hundred Twenty-Five & 00/100

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

Hotel Supplies

[redacted]

⑈001085⑈ ⑆125000024⑆ 75470 013⑈ NOT NEGOTIABLE

1086

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

$ 50.00

April 2 97

19-2/1250

Cash

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

Guitty

1088

4-10 97

19-2/1250

CASH 100.00

One Hundred & 00/100

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

Exchange for Trav. Cash

[redacted]

⑈001088⑈ ⑆125000024⑆ 75470 013⑈ NOT NEGOTIABLE

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

1095

4-26 1997

19-2/1250

PAY TO THE ORDER OF Cash $ 1000.00

One Thousand DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR

347702019 04/28/97 1000.00
75470013 CK ON US

Ramane

⑈001095⑈ ⑆125000024⑆ 75470 013⑈

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

1097

4-28 1997

19-2/1250

PAY TO THE ORDER OF Cash. $ 600.00

Six Hundred DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR

347102347 04/28/97 600.00
75470013 CK ON US

Ramane

⑈001097⑈ ⑆125000024⑆ 75470 013⑈

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

Register

1098

MAY 5 97

19-2/1250

CASH 75.00

Eventy-Five & 00/100

Register

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

Hotel Supplies

[redacted]

⑈001098⑈ ⑆125000024⑆ 75470 013⑈ NOT NEGOTIABLE

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH NE 455-1475
BELLEVUE, WA 98004

110

5-12 19 97 19-2/

PAY TO THE ORDER OF Cash. $ 700.00

Seven Hundred DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR Gardening

347702036 05/12/97 700.00
75470013 US

⑈001100⑈ ⑆125000024⑆ 75470 013⑈ ⑈0000070000

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

1101

5-23 19 97 19-2/1250

PAY TO THE ORDER OF Cash. $ 500.00

Five Hundred DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR

Equitty - Ramane

⑈001101⑈ ⑆125000024⑆ 75470 013⑈ ⑈0000050000⑈

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

1103

MAY 28 97 19-2/1250

CASH 75.00

Seventy-Five 00/100

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

Hotel Supplies

[redacted]

⑈001103⑈ ⑆125000024⑆ 75470 013⑈ NOT NEGOTIABLE

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

1104

5-31 19 97 19-2/1250

PAY TO THE ORDER OF Cash. $ 2000.00

Two Thousand DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR

Equitty - Ramane

⑈001104⑈ ⑆125000024⑆ 75470 013⑈ ⑈0000200000⑈

1105

LA RESIDENCE S[illegible]E HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

19-2/1250

6-5 1997

PAY TO THE ORDER OF Cash $ 500.00

Five Hundred DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR Art Painting for The Hotel

Equitha Ramana

⑈001105⑈ ⑆125000024⑆ 75470 013⑈ ⑈0000050000⑈

1106

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

19-2/1250

6-10 97

CASH 75.00

Seventy 00/100

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

Costco Supplies

[redacted]

⑈001106⑈ ⑆125000024⑆ 75470 013⑈ NOT NEGOTIABLE

1108

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

19-2/1250

6-14 1997

PAY TO THE ORDER OF Cash $ 2000.00

Two Thousand DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR

Equitha Ramana

⑈001108⑈ ⑆125000024⑆ 75470 013⑈ ⑈0000200000⑈

1109

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

19-2/1250

6-18 97

75.00

Cash

Seventy five

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

Costco

[redacted]

⑈001108⑈ ⑆125000024⑆ 75470 013⑈ NOT NEGOTIABLE

1113

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

ZAMANG # 8C3
01-17-95

7-15 19 97

19-2/1250

PAY TO THE ORDER OF Cash. $ 300.00

Three Hundred DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR Gardening

521108180 07/15/97 Guitty - Zamane
75470013 CP ON US

⑈001113⑈ ⑆125000024⑆ 75470 013⑈ ⑈0000030000⑈

1114

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

7-18 97

19-2/1250

CASH 75.00

Seventy - Five

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

Costco Supplies - Hotel

[redacted]

⑈001114⑈ ⑆125000024⑆ 75470 013⑈ NOT NEGOTIABLE

1116

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

7-10 97

19-2/1250

CASH 100.00

One Hundred & 00/100

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

Hotel Supplies

[redacted]

⑈001116⑈ ⑆125000024⑆ 75470 013⑈ NOT NEGOTIABLE

1121

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

7-29 1997

19-2/125

PAY TO THE ORDER OF Guitty ZAMANI $ 5000.00

Five Thousend DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

Guitty - Zamane

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE NE 455-1475
BELLEVUE, WA 98004

1130

6-26 97 19-2/1250

CASH
Seventy-Five 75.00

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

For Costco, etc.

[redacted]

"001130" :125000024: 75470 013

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

1132

9-2 97 19-2/1250

CASH
One Hundred Twenty-Five 125.00

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

Costco Supplies

[redacted]

"001132" :125000024: 75470 013 NOT NEGOTIABLE

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

1133

9-8 95 19-2/1250

CASH
Seventy-Five #00/100 75.00

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

COSTCO

[redacted]

"001133" :125000024: 75470 013 NOT NEGOTIABLE

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

Registered reconciled and the diff put into 1134 cash over (short) that check

1134

9-15 97 19-2/1250

CASH
One Hundred 100.00

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

entered $75.00 instead of $25 accounted as cash over

COSTCO Supplies

[redacted]

"001134" :125000024: 75470 013 NOT NEGOTIABLE

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 9

1137

9-17 97 19-2/1250

CASH

One Hundred & 00/100 100.00

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

Costco Supplies

[redacted]

⑈001137⑈ ⑆125000024⑆ 75470 013 NOT NEGOTIABLE

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

1138

PAY TO THE ORDER OF Guilty ZAMANI 9-22 19 97 19-2/1250

$ 5000.00

Five Thousand DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR equity - Zamani

⑈001138⑈ ⑆125000024⑆ 75470 013 ⑈0005000000⑈

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

1148

11-3 97 19-2/1250

CASH

Two Hundred & 00/100 200.00

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

Costco + Till

[redacted]

⑈001148⑈ ⑆125000024⑆ 75470 013 NOT NEGOTIABLE

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

1149

10-31 97 19-2/1250

CASH

100

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

Till

[redacted]

⑈001149⑈ ⑆125000024⑆ 75470 013 NOT NEGOTIABLE

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

1156

19-2/1250

12-1 1997

PAY TO THE ORDER OF Guilly Zamani $ 5000 00

Five Thousand DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P O Box 907
Bellevue, WA 98009

FOR

Guilly Zamani

⑈001156⑈ ⑆125000241⑆ 75470 013⑈ ⑈00050000⑈

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

1157

19-2/1250

12-13 97

256.03/100

Two Hundred Fifty Six 03

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

No Receipt

A/R - Guilly

⑈001157⑈ ⑆125000241⑆ 75470 0

BLE

R

EXHIBIT 'R'

La Residence Suite Hotel
Computer Check Register
January through December 1997

Date	Num	Name	Amount
Seafirst Bank Checking			
1/10/97	2260	Accredited Applia...	-208.19
1/10/97	2261	AT & T	-283.67
1/10/97	2262	Boyd Coffee Com...	-113.51
1/10/97	2263	Ecolab	-101.83
1/10/97	2264	LCI International	-732.36
1/10/97	2265	Mutual Travel, Inc.	-109.50
1/10/97	2266	Puget Sound Ene...	-2,373.94
1/10/97	2267	Puget Sound Lea...	-190.19
1/10/97	2268	Security Safe & L...	-254.11
1/10/97	2269	Sound Elevators ...	-193.16
1/10/97	2270	TCI	-309.00
1/10/97	2271	U.S. West Comm...	-468.91
1/10/97	2272	Vartan F. Vartanian	-350.00
1/13/97	2273	Cyrus Khatibi	-509.59
1/13/97	2274	Magid Khatibi	-203.84
1/14/97	2290	Compu-Phone C...	-86.02
1/14/97	2291	Eastside Disposal...	-178.68
1/19/97	2292	Boyd Coffee Com...	-143.98
1/19/97	2294	Safco Insurance ...	-1,000.00
1/30/97	2295	Vartan F. Vartanian	-350.00
1/30/97	2296	Bellevue City Tre...	-2,393.39
1/30/97	2297	Bellevue Vacuum...	-145.21
1/30/97	2298	Cyrus Khatibi	-509.59
1/30/97	2299	Magid Khatibi	-203.84
1/30/97	2300	Puget Sound Ene...	-2,281.82
1/30/97	2301	Puget Sound Lea...	-190.19
1/30/97	2302	TCI	-309.00
1/30/97	2303	Vartan F. Vartanian	-200.00
2/1/97	2315	Cascade Air Con...	-175.28
2/1/97	2316	LCI International	-505.89
2/1/97	2317	Safco Insurance ...	-1,000.00
2/4/97	2318	City of Bellevue	-316.91
2/4/97	2319	Guardian Security...	-522.61
2/4/97	2320	Sound Elevators ...	-193.16
2/14/97	2322	Boyd Coffee Com...	-81.79
2/14/97	2324	Eastside Disposal...	-191.57

La Residence Suite Hotel
Computer Check Register
January through December 1997

Date	Num	Name	Amount
2/14/97	2325	Electric Company	-1,559.41
2/14/97	2326	Four Seasons Tr...	-44.50
2/14/97	2327	Puget Sound Lea...	-190.19
2/14/97	2328	U.S. West Comm...	-630.11
2/14/97	2329	U.S. West Direct	-896.60
2/16/97	2341	AT & T	-214.57
2/26/97	2342	Cyrus Khatibi	-460.27
2/26/97	2343	Magid Khatibi	-184.11
2/26/97	2344	Vartan F. Vartanian	-350.00
3/12/97	2356	AT & T	-281.27
3/12/97	2357	Compu-Phone C...	-101.17
3/12/97	2358	Department of He...	-110.00
3/12/97	2359	LCI International	-531.14
3/12/97	2360	Mutual Travel, Inc.	-66.50
3/12/97	2361	Puget Sound Ene...	-2,068.96
3/12/97	2362	Safco Insurance ...	-572.00
3/12/97	2363	Security Safe & L...	-5.36
3/12/97	2364	Sound Elevators ...	-193.16
3/12/97	2365	TCI	-309.00
3/12/97	2366	The Seattle Times	-23.85
3/12/97	2367	Travel One	-36.00
3/12/97	2368	U.S. West Direct	-867.88
3/12/97	2369	Vartan F. Vartanian	-350.00
3/21/97	2381	Atcon Services, I...	-128.92
3/21/97	2382	Bargreen Ellingso...	-145.31
3/21/97	2383	Bellevue City Tre...	-1,705.78
3/21/97	2384	Bellevue Vacuum...	-41.55
3/21/97	2385	Boyd Coffee Com...	-131.11
3/21/97	2386	Compu-Phone C...	-92.08
3/21/97	2387	Eastside Disposal...	-191.57
3/21/97	2388	Guardian Security...	-977.97
3/21/97	2389	MT. Hood Chemi...	-310.05
3/21/97	2390	Puget Sound Lea...	-190.90
3/21/97	2391	Sound Elevators ...	-638.38
3/21/97	2392	The Goldsmith Co.	272.94
3/21/97	2393	U.S. West Comm...	-595.65
3/26/97	2396	AT & T	-469.84

La Residence Suite Hotel
Computer Check Register
January through December 1997

Date	Num	Name	Amount
3/26/97	2397	Cyrus Khatibi	-849.32
3/26/97	2398	Magid Khatibi	-339.73
3/26/97	2399	Sprint	-1.55
3/26/97	2400	Vartan F. Vartanian	-350.00
4/1/97	2412	Campbell Travel	-14.50
4/1/97	2413	LCI International	-1,042.94
4/1/97	2414	Puget Sound Ene...	-1,959.32
4/1/97	2415	Security Safe & L...	-73.04
4/1/97	2416	TCI	-309.00
4/1/97	2417	U.S. West Direct	-588.60
4/11/97	2419	Boyd Coffee Com...	-158.15
4/11/97	2420	Eastside Disposal...	-191.57
4/11/97	2421	Sound Elevators ...	-193.16
4/11/97	2422	U.S. West Comm...	-544.39
4/23/97	2436	City of Bellevue	-104.40
4/23/97	2437	Vartan F. Vartanian	-350.00
4/23/97	2438	Cyrus Khatibi	-821.92
4/23/97	2439	Magid Khatibi	-328.77
4/23/97	1093	King County Trea...	-12,227.57
4/23/97	1096	King County Trea...	-33,091.03
4/26/97	2440	AT & T	-91.05
4/26/97	2441	Puget Sound Ene...	-1,440.41
4/26/97	2442	Puget Sound Lea...	-190.90
4/26/97	2443	TCI	-309.00
5/10/97	2455	Asian Pacific Tra...	-24.00
5/10/97	2456	Atcon Services, I...	-54.30
5/10/97	2457	Boyd Coffee Com...	-212.90
5/10/97	2458	David Shaffer	-645.48
5/10/97	2459	Guardian Security...	-80.00
5/10/97	2460	Haight Roofing C...	-187.94
5/10/97	2461	Mutual Travel, Inc.	-114.00
5/10/97	2462	NEBS	-76.19
5/10/97	2463	Security Safe & L...	-23.78
5/10/97	2464	Sound Elevators ...	-193.87
5/10/97	2466	The Seattle Times	-34.45
5/10/97	2467	U.S. West Comm...	-618.94
5/10/97	2468	U.S. West Direct	-593.10

La Residence Suite Hotel
Computer Check Register
January through December 1997

Date	Num	Name	Amount
5/19/97	2482	Atcon Services, I...	-60.82
5/19/97	2483	Bellevue City Tre...	-1,954.14
5/19/97	2484	Boyd Coffee Com...	-56.03
5/19/97	2485	Eastside Disposal...	-199.10
5/19/97	2486	Electric Company	-166.53
5/19/97	2487	MT. Hood Chemi...	-183.81
5/19/97	2488	Puget Sound Lea...	-190.90
5/19/97	2489	Yellow Pages Inc.	-180.00
5/22/97	2490	LCI International	-460.94
5/24/97	2491	Cyrus Khatibi	-345.19
5/24/97	2492	Magid Khatibi	-138.07
5/24/97	2493	Vartan F. Vartanian	-350.00
6/1/97	2494	Electric Company	-147.69
6/1/97	2495	LCI International	-226.26
6/1/97	2496	Puget Sound Ene...	-1,063.67
6/1/97	2497	Travel Source Int...	-7.50
6/3/97	2510	Campbell Travel	-108.00
6/3/97	2511	Sound Elevators ...	-193.87
6/3/97	2512	TCI	-309.00
6/3/97	2513	U.S. West Direct	-1,196.70
6/3/97	2514	Wells Fargo Bank	-5,000.00
6/8/97	2515	Boyd Coffee Com...	-101.59
6/8/97	2516	U.S. West Comm...	-544.99
6/14/97	2518	Eastside Disposal...	-199.10
6/23/97	2532	AT & T	-74.19
6/23/97	2533	Cyrus Khatibi	-657.53
6/23/97	2534	Magid Khatibi	-263.01
6/23/97	2535	Vartan F. Vartanian	-350.00
7/5/97	2548	Neutron Industrie...	-133.55
7/5/97	2549	Puget Sound Ene...	-1,119.95
7/5/97	2550	Puget Sound Lea...	-190.90
7/5/97	2551	Safeguard Busine...	-679.62
7/5/97	2552	TCI	-309.00
7/5/97	2553	U.S. West Direct	-14.37
7/5/97	2554	Washington Auto...	-134.66
7/5/97	2555	Wells Fargo Bank	-5,000.00
7/15/97	2557	Boyd Coffee Com...	-184.56

La Residence Suite Hotel
Computer Check Register
January through December 1997

Date	Num	Name	Amount
7/15/97	2558	Eastside Disposal...	-199.10
7/15/97	2561	Guardian Security...	-96.00
7/15/97	2562	LCI International	-235.51
7/15/97	2567	Security Safe & L...	-31.77
7/15/97	2568	Sound Elevators ...	-193.87
7/15/97	2564	The Goldsmith Co.	-262.52
7/15/97	2565	U.S. West Comm...	-540.67
7/15/97	2566	City of Bellevue	-137.66
7/16/97	2581	The Goldsmith Co.	-315.82
7/16/97	2580	Vartan F. Vartanian	-200.00
7/27/97	2582	AT & T	-282.35
7/27/97	2583	Bellevue City Tre...	-2,744.13
7/27/97	2584	Cyrus Khatibi	-679.45
7/27/97	2585	Department of He...	-110.00
7/27/97	2586	Magid Khatibi	-271.78
7/27/97	2587	Puget Sound Ene...	-1,081.39
7/27/97	2588	Puget Sound Lea...	-209.92
7/27/97	2589	Safco Insurance ...	-608.43
7/27/97	2590	Security Safe & L...	-119.79
7/27/97	2591	TCI	-309.00
7/27/97	2592	Vartan F. Vartanian	-350.00
7/27/97	2593	Safeguard Busine...	-682.04
7/27/97	2594	Bargreen Ellingso...	-259.55
7/27/97	2595	U.S. West Direct	-612.66
7/27/97	2596	Wells Fargo Bank	-5,000.00
8/8/97	2608	Alley Press	-249.43
8/8/97	2609	Boyd Coffee Com...	-261.99
8/8/97	2610	MT. Hood Chemi...	-187.06
8/8/97	2611	Mutual Travel, Inc.	-47.50
8/8/97	2612	Sound Elevators ...	-193.87
8/8/97	2613	The Goldsmith Co.	-136.11
8/14/97	2616	Department of La...	-73.00
8/14/97	2617	Eastside Disposal...	-199.10
8/14/97	2618	Mutual Travel, Inc.	-215.40
8/14/97	2619	Passport Travel	-28.50
8/14/97	2620	Professional Travel	-50.20
8/14/97	2621	U.S. West Comm...	-104.83

La Residence Suite Hotel
Computer Check Register
January through December 1997

Date	Num	Name	Amount
8/19/97	2633	AT & T	-254.70
8/19/97	2634	Johnnie Q. Applia...	-75.00
8/19/97	2635	Puget Sound Lea...	-190.90
8/19/97	2636	Vartan F. Vartanian	-200.00
8/27/97	2637	Boyd Coffee Com...	-193.33
8/27/97	2638	Cyrus Khatibi	-679.45
8/27/97	2639	Magid Khatibi	-271.78
8/27/97	2640	Safco Insurance ...	-625.12
8/27/97	2641	U.S. West Direct	-614.53
8/27/97	2642	Vartan F. Vartanian	-350.00
8/27/97	2643	Wells Fargo Bank	-7,002.48
8/31/97	2655	TCI	-309.00
8/31/97	2656	The Seattle Times	-34.45
9/15/97	2667	Eastside Disposal...	-199.10
9/15/97	2668	Ecolab	-113.55
9/15/97	2669	MT. Hood Chemi...	-343.50
9/15/97	2670	Sound Elevators ...	-193.87
9/15/97	2671	U.S. West Comm...	-771.29
9/26/97	2674	Advertising Depar...	-325.00
9/26/97	2675	AT & T	-250.53
9/26/97	2676	Atcon Services, I...	-320.15
9/26/97	2677	Bargreen Ellingso...	-31.20
9/26/97	2678	BDA - The Magic ...	-100.00
9/26/97	2679	Bellevue City Tre...	-2,824.54
9/26/97	2680	Boyd Coffee Com...	-198.89
9/26/97	2681	Cyrus Khatibi	-657.53
9/26/97	2682	Magid Khatibi	-263.01
9/26/97	2683	New Image Clean...	-900.00
9/26/97	2684	Puget Sound Ene...	-2,512.93
9/26/97	2685	Puget Sound Lea...	-190.90
9/26/97	2686	Rosenbluth	-24.00
9/26/97	2687	Security Safe & L...	-62.17
9/26/97	2688	U.S. West Comm...	-103.45
9/26/97	2689	U.S. West Direct	-615.31
9/26/97	2690	Vartan F. Vartanian	-350.00
9/26/97	2691	Wells Fargo Bank	-5,208.78
10/10/97	2703	Security Safe & L...	-103.44

La Residence Suite Hotel
Computer Check Register
January through December 1997

Date	Num	Name	Amount
10/10/97	2704	TCI	-309.00
10/10/97	2705	U.S. West Comm...	-450.27
10/10/97	2706	Vartan F. Vartanian	-200.00
10/12/97	2707	Eastside Disposal...	-199.10
10/12/97	2708	Guardian Security...	-96.00
10/12/97	2709	Safco Insurance ...	-625.12
10/12/97	2710	Security Safe & L...	-55.39
10/12/97	2711	Sound Elevators ...	-193.87
10/12/97	2712	U.S. West Comm...	-586.05
10/12/97	2714	City of Bellevue	-197.08
10/23/97	2729	King County Trea...	-31,889.23
10/26/97	2730	AT & T	-349.91
10/26/97	2731	Boyd Coffee Com...	-99.84
10/26/97	2732	New Image Clean...	-64.00
10/26/97	2733	Puget Sound Ene...	-1,171.60
10/26/97	2734	Puget Sound Lea...	-190.90
10/26/97	2735	Safco Insurance ...	-625.12
10/26/97	2736	TCI	-309.00
10/26/97	2737	Vartan F. Vartanian	-350.00
10/26/97	2738	Cyrus Khatibi	-679.45
10/26/97	2739	Magid Khatibi	-271.78
11/7/97	2752	Mutual Travel, Inc.	-24.00
11/7/97	2753	The Seattle Times	-35.10
11/7/97	2754	U.S. West Direct	-615.92
11/7/97	2755	Wells Fargo Bank	-638.15
11/11/97	2756	Commtrak	-127.60
11/11/97	2757	East King County	-50.00
11/11/97	2758	MT. Hood Chemi...	-154.76
11/11/97	2759	Mutual Travel, Inc.	-38.00
11/11/97	2760	Sound Elevators ...	-193.86
11/18/97	2771	Bellevue City Tre...	-1,996.92
11/18/97	2772	East King County	-200.00
11/18/97	2773	Eastside Disposal...	-199.10
11/18/97	2774	Puget Sound Lea...	-190.90
11/18/97	2775	Security Safe & L...	-10.09
11/18/97	2777	U.S. West Comm...	-101.08
11/23/97	2778	AT & T	-1,722.96

La Residence Suite Hotel
Computer Check Register
January through December 1997

Date	Num	Name	Amount
11/23/97	2779	Boyd Coffee Com...	-42.82
11/23/97	2780	Cyrus Khatibi	-657.53
11/23/97	2781	Magid Khatibi	-263.01
11/23/97	2782	Mutual Travel, Inc.	-33.00
11/23/97	2783	Safco Insurance ...	-625.13
11/23/97	2784	Security Safe & L...	-32.58
11/23/97	2785	U.S. West Comm...	-524.07
11/23/97	2786	Vartan F. Vartanian	-350.00
11/29/97	2788	Puget Sound Ene...	-1,477.11
11/29/97	2789	U.S. West Direct	-615.92
11/29/97	2790	Wells Fargo Bank	-5,000.00
11/29/97	2791	Yellow Pages Inc.	0.00
12/10/97	2803	Alley Press	-120.99
12/10/97	2804	TCI	-309.00
12/10/97	2805	U.S. West Comm...	-595.17
12/10/97	2806	Eastside Disposal...	-199.10
12/10/97	2807	Sound Elevators ...	-193.86
12/24/97	2819	AT & T	-1,409.95
12/24/97	2820	Boyd Coffee Com...	-211.40
12/24/97	2821	Cyrus Khatibi	-679.45
12/24/97	2822	Magid Khatibi	-271.78
12/24/97	2823	MT. Hood Chemi...	-357.51
12/24/97	2824	Puget Sound Lea...	-190.90
12/24/97	2825	U.S. West Direct	-472.70
12/28/97	2827	Alley Press	-111.82
12/28/97	2828	Puget Sound Ene...	-1,768.91
12/28/97	2829	Safco Insurance ...	-625.12
12/31/97	2841	TCI	-309.00
12/31/97	2842	U.S. West Direct	-145.19
12/31/97	2843	Wells Fargo Bank	-400.00
Total Seafirst Bank Checking			-222,191.79
TOTAL			**-222,191.79**

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EXHIBIT 'S'

La Residence Suite Hote
Manual Check Register
January through December 1998

Date	Num	Name	Amount
Seafirst Bank Checking			
1/3/98	1171	Amir Ehsani	-200.00
1/8/98	1172	Eagle Hardware ...	-63.43
1/13/98	1173	Cash	-100.00
1/15/98	1174	West Coast Pape...	-29.90
1/22/98	1175	Cash	-100.00
1/31/98	BK	CREDIT CARD CHARGE	-637.51
2/3/98	1176	First Community ...	-10,264.01
2/4/98	1177	West Coast Pape...	-130.60
2/16/98	1178	Costco	-93.51
2/20/98	1179	West Coast Pape...	-31.80
2/25/98	1180	Costco	-114.76
2/26/98	1181	Wells Fargo Bank	-500.00
2/28/98	BK	CREDIT CARD CHARGE	-367.03
3/5/98	1186	Doug Raymond	-210.00
3/7/98	1182	First Community ...	-10,264.01
3/7/98	1183	AT & T	-296.25
3/7/98	1185	Cash	-100.00
3/10/98	1187	Wells Fargo Bank	-600.00
3/16/98	1188	Amir Ehsani	-67.76
3/17/98	1189	Sign-O-Lite	-175.00
3/18/98	1190	West Coast Pape...	-66.70
3/20/98	1191	Amir Ehsani	-289.00
3/23/98	1192	Cash	-50.00
3/26/98	1193	Kinko's Inc.	-46.70
3/31/98	BK	CREDIT CARD CHARGE	-340.99
4/6/98	1194	Costco	-48.41
4/7/98	1195	Larry Cagle	-459.50
4/7/98	1196	West Coast Pape...	-153.40
4/8/98	1197	First Community ...	-10,264.01
4/12/98	1198	Costco	-70.27
4/15/98	1199	Sunset Materials	-175.94
4/15/98	1200	Larry Cagle	-180.00
4/17/98	1201	Bankcard Service...	-449.00
4/20/98	1202	Costco	-55.54
4/23/98	1203	Drew Gillette	-325.80
4/25/98	1205	Costco	-60.27

La Residence Suite Hote
Manual Check Register
January through December 1998

Date	Num	Name	Amount
4/30/98			-293.18
5/3/98	1206	First Community ...	-10,260.12
5/10/98	1207	Wells Fargo Bank	-600.00
5/10/98	1208	Costco	-46.45
5/12/98	1209	West Coast Pape...	-259.30
5/12/98	1210	Costco	-38.01
5/13/98	1211	Pacific Bay	-50.32
5/14/98	1212	Pacific Bay	-23.12
5/18/98	1213	Department of He...	-110.00
5/18/98	1214	Costco	-102.04
5/26/98	1215	Discover	-260.00
5/26/98	1216	Costco	-121.41
5/27/98	1218	J.C. Penney	-160.45
5/31/98	BK CREDIT CARD CHARGE		-489.63
6/4/98	1220	Bankcard Service...	-300.00
6/4/98	1221	Cash AMIR	-1,663.57
6/5/98	1222	First Community ...	-10,260.12
6/11/98	1223	Eric Spann	-1,160.00
6/15/98	1224	Costco	-93.51
6/19/98	1225	West Coast Pape...	-161.90
6/23/98	1226	AT & T	-1,013.50
6/24/98	1227	Costco	-75.26
6/28/98	1229	Discover	-200.00
6/29/98	1233	Costco	-79.77
6/30/98	1228	Bankcard Service...	-300.00
6/30/98	1230	MBNA America	-500.00
6/30/98	1231	First USA	-250.00
6/30/98	BK CREDIT CARD CHARGE		-405.69
7/6/98	1232	J.C. Penney	-100.00
7/6/98	1234	First Community ...	-10,260.12
7/6/98	1235	Costco	-47.47
7/6/98	1236	Office Depot	-58.33
7/6/98	1237	Costco	-67.69
7/6/98	1238	Dominoe's Pizza	-17.32
7/9/98	1239	Amir Ehsani	-124.88
7/10/98	1240	West Coast Pape...	-221.15
7/12/98	1241	Q.F.C	-35.72

La Residence Suite Hotel
Manual Check Register
January through December 1998

Date	Num	Name	Amount
7/13/98	1242	Costco	-156.82
7/16/98	1243	Cascade Air Con...	-121.47
7/17/98	1244	Costco	-75.60
7/23/98	1245	All Repair, Inc. & ...	-152.04
7/23/98	1246	Costco	-76.03
7/24/98	1247	Security Safe & L...	-185.98
7/28/98	1249	Discover	-300.00
7/28/98	1250	Costco	-229.93
7/29/98	1251	Magid Khatibi	-3,000.00
7/29/98	1252	Advanta	-500.00
7/29/98	1255	All Climate Heati...	-91.22
7/30/98	1256	G. Zamani	-2,000.00
7/30/98	1257	Costco	-62.09
7/30/98	1258	Cascade Air Con...	-167.68
7/31/98	1253	First USA	-300.00
7/31/98	1254	J.C. Penney	-300.00
7/31/98	1259	Costco	-61.99
7/31/98	BK L	CREDIT CARD CHARGE	-513.85
8/3/98	1260	Costco	-64.76
8/4/98	1261	Bellevue Vacuum...	-185.81
8/4/98	1262	Costco	-82.49
8/4/98	1264	Amir Ehsani	-65.12
8/5/98	1265	Bankcard Service...	-500.00
8/5/98	1266	Costco	-80.21
8/9/98	1267	MBNA America	-500.00
8/9/98	1268	Backstreet Frame...	-32.58
8/9/98	1269	Costco	-65.77
8/9/98	1270	West Coast Pape...	-102.05
8/10/98	1271	Costco	-91.19
8/16/98	1272	Safeway	-21.06
8/17/98	1273	Costco	-91.33
8/18/98	1274	U.S. Postal Servi...	-32.00
8/18/98	1275	Cascade Air Con...	-222.83
8/20/98	1276	Costco	-50.48
8/25/98	1277	Discover	-1,000.00
8/25/98	1278	West Coast Pape...	-64.80
8/26/98	1279	Advanta	-1,000.00

La Residence Suite Hotel
Manual Check Register
January through December 1998

Date	Num	Name	Amount
8/28/98	1280	The Seattle Times	-24.05
8/31/98		BK - CREDIT CARD CHARGE	-1,249.79
9/1/98	1286	Pacific Fabric	-90.13
9/3/98	1287	Costco	-44.99
9/3/98	1288	The Leather Solu...	-486.00
9/6/98	1281	First Community ...	-10,260.16
9/6/98	1282	J.C. Penney	-600.00
9/6/98	1283	First USA	-1,000.00
9/6/98	1284	Costco	-64.83
9/6/98	1285	Bankcard Service...	-500.00
9/7/98	1289	Ekanger & Assoc...	-1,350.00
9/8/98	1290	Costco	-145.42
9/9/98	1291	West Coast Pape...	-112.20
9/9/98	1292	MBNA America	-1,000.00
9/9/98	1293	Advanta	-1,000.00
9/9/98	1294	The Seattle Rest...	-35.73
9/9/98	1295	The Seattle Rest...	-28.18
9/10/98	1296	Costco	-130.53
9/10/98	1297	Sleep-Aire Mattre...	-256.30
9/10/98	1298	Lamps Plus	-22.64
9/10/98	1299	Eric Spann	-60.00
9/11/98	1300	Janice Fontanilla	-566.48
9/13/98	1301	Dominoe's Pizza	-108.00
9/14/98	1302	Costco	-85.13
9/14/98	1303	G. Zamani	-50.00
9/14/98	1304	Amir Ehsani	-42.00
9/16/98	1305	Just Handy Guys	-54.30
9/17/98	1308	Just Handy Guys	-65.16
9/20/98	1307	American Express	-1,124.87
9/21/98	1309	Costco	-109.97
9/23/98	1310	Cross Roads App...	-313.85
9/23/98	1311	Just Handy Guys	-146.61
9/26/98	1312	First USA	-311.03
9/28/98	1306	Discover	-623.50
9/30/98	1313	Costco	-59.53
9/30/98		BK - CREDIT CARD CHARGE	-1,210.60
10/5/98	1314	Bankcard Service...	-300.00

La Residence Suite Hotel
Manual Check Register
January through December 1998

Date	Num	Name	Amount
10/5/98	1315	Costco	-63.37
10/7/98	1316	J.C. Penney	-300.00
10/7/98	1317	First Community ...	-10,260.16
10/10/98	1318	MBNA America	-515.70
10/12/98	1319	Advanta	-300.00
10/12/98	1320	Costco	-71.69
10/15/98	1321	Costco	-47.90
10/16/98	1322	Cascade Air Con...	-101.96
10/17/98	1323	Costco	-40.43
10/19/98	1325	U.S. Postal Servi...	-32.00
10/21/98	1324	Costco	-103.80
10/23/98	1326	Bellevue Way Cl...	-40.14
10/23/98	1327	Cascade Air Con...	-59.68
10/26/98	1328	Costco	-72.25
10/31/98	BK	CREDIT CARD CHARGE	-894.48
11/2/98	1329	Costco	-83.52
11/4/98	1331	J.C. Penney	-50.00
11/4/98	1332	Bankcard Service...	-194.00
11/6/98	1333	First Community ...	-10,136.23
11/6/98	1334	MBNA America	-303.00
11/10/98	1335	Costco	-49.61
11/12/98	1330	Advanta	-100.00
11/16/98	1336	Costco	-46.37
11/18/98	1337	Security Safe & L...	-10.76
11/22/98	1338	Costco	-97.81
11/24/98	1339	First USA	-377.00
11/27/98	1340	Costco	-53.94
11/27/98	1341	Costco	-12.45
11/30/98	1342	Costco	-56.07
11/30/98	BK	CREDIT CARD CHARGE	-556.07
12/1/98	1343	Cascade Air Con...	-322.84
12/2/98	1344	West Coast Pape...	-196.65
12/2/98	1345	Bankcard Service...	-200.00
12/4/98	1346	J.C. Penney	-439.24
12/4/98	1347	MBNA America	-400.00
12/4/98	1348	Advanta	-348.96
12/4/98	1349	Costco	-19.65

La Residence Suite Hotel
Manual Check Register
January through December 1998

Date	Num	Name	Amount
12/4/98	1350	Group One N.W	-218.94
12/10/98	1351	See's Candies	-92.40
12/10/98	1352	Bankcard Service...	-520.00
12/14/98	1353	Costco	-28.19
12/15/98	1354	Cash	-50.00
12/21/98	1355	Costco	-39.12
12/28/98	1356	First Community ...	-10,136.23
12/28/98	1357	Costco	-63.64
12/30/98	1358	U.S. Postal Servi...	-32.00
12/31/98	BK	CREDIT CARD CHARGE	-494.13
12/31/98	1359	Office Depot	-37.99
Total Seafirst Bank Checking			-152,440.66
TOTAL			**-152,440.66**

La Residence Suite Hotel
Credit Card Payable
October 1997 through January 1999

Date	Num	Memo	Amount	Balance
Bankcard Services (La Res.)				
11/4/98		LOC Adv.	5,000.00	5,000.00
11/6/98		F/C	151.11	5,151.11
12/10/98	1352		-520.00	4,631.11
1/4/99			-409.11	4,222.00
1/6/99			-240.00	3,982.00
1/6/99		F/C - Jan 99	163.70	4,145.70
Total Bankcard Services (La Res.)			4,145.70	4,145.70
Bankcard Services (Zamani)				
2/9/98		Credit Card	9,000.00	9,000.00
2/9/98		F/C	225.00	9,225.00
4/17/98	1201		-449.00	8,776.00
6/4/98	1220		-300.00	8,476.00
6/10/98		F/C	453.41	8,929.41
6/30/98	1228		-300.00	8,629.41
7/12/98		F/C	116.56	8,745.97
8/5/98	1265		-500.00	8,245.97
8/15/98		F/C	103.20	8,349.17
9/6/98	1285		-500.00	7,849.17
9/10/98		F/C	104.73	7,953.90
10/5/98	1314		-300.00	7,653.90
11/4/98	1332		-194.00	7,459.90
12/1/98		F/C	195.52	7,655.42
12/2/98	1345		-200.00	7,455.42
12/10/98		F/C	93.73	7,549.15
12/10/98			-200.00	7,349.15
1/11/99		F/C	124.35	7,473.50
Total Bankcard Services (Zamani)			7,473.50	7,473.50
First USA				
4/8/98		Loan	10,000.00	10,000.00
5/31/98		F/C	59.31	10,059.31
6/30/98	1231		-250.00	9,809.31
7/29/98		F/C	159.40	9,968.71
7/31/98	1253		-300.00	9,668.71
9/6/98	1283		-1,000.00	8,668.71
9/10/98		Aug. & Sep. ...	293.32	8,962.03
9/10/98		CUC Buyers ...	49.00	9,011.03
9/26/98	1312		-311.03	8,700.00
11/24/98	1339		-377.00	8,323.00
12/4/98		CSI Credit re...	49.00	8,372.00
12/4/98		F/C - Oct.	138.73	8,510.73
12/4/98		F/C - Nov.	163.52	8,674.25
12/9/98		F/C	108.65	8,782.90
12/9/98			-200.00	8,582.90
1/11/99		F/C	118.46	8,701.36
Total First USA			8,701.36	8,701.36
MBNA America				
6/8/98		Loan	5,000.00	5,000.00
6/10/98		Fee	10.00	5,010.00
6/30/98	1230		-500.00	4,510.00
7/31/98		F/C	111.72	4,621.72

EXHIBIT 5

La Residence Suite Hotel
Credit Card Payable
October 1997 through January 1999

Date	Num	Memo	Amount	Balance
8/9/98	1267		-500.00	4,121.72
8/31/98			51.53	4,173.25
9/9/98	1292		-1,000.00	3,173.25
9/15/98		F/C	48.05	3,221.30
10/10/98	1318		-515.70	2,705.60
10/15/98		F/C	42.23	2,747.83
11/6/98	1334		-303.00	2,444.83
12/1/98		F/C	32.01	2,476.84
12/4/98	1347		-400.00	2,076.84
12/15/98		F/C	32.42	2,109.26
12/15/98			-300.00	1,809.26
1/15/99		F/C	29.18	1,838.44
Total MBNA America			1,838.44	1,838.44
Seafirst Bank				
2/5/98		LOC	800.00	800.00
2/6/98		LOC	2,525.00	3,325.00
3/16/98		LOC Pymt	-70.00	3,255.00
3/16/98		Int. on LOC	202.28	3,457.28
4/21/98		LOC	-26.42	3,430.86
5/15/98		Loan pymt	-69.00	3,361.86
5/20/98		LOC	475.00	3,836.86
5/31/98		LOC - Int.	40.89	3,877.75
6/2/98		LOC	850.00	4,727.75
6/12/98		LOC	75.00	4,802.75
6/15/98		LOC	-26.80	4,775.95
7/15/98		LOC Int.	-38.99	4,736.96
8/15/98		LOC	-36.67	4,700.29
9/15/98		LOC	-37.11	4,663.18
10/15/98		LOC	-38.43	4,624.75
10/23/98		LOC Adv.	225.00	4,849.75
11/15/98		LOC Pymt	-35.51	4,814.24
12/15/98		LOC Pymt	-42.37	4,771.87
1/15/99		Princ. pymt	-40.27	4,731.60
Total Seafirst Bank			4,731.60	4,731.60
The Good Guys				
3/29/98		T.V	1,523.18	1,523.18
Total The Good Guys			1,523.18	1,523.18
Wells Fargo Bank				
10/24/97		Loan	24,500.00	24,500.00
11/17/97			515.84	25,015.84
11/17/97			-5,000.00	20,015.84
12/15/97			-514.00	19,501.84
12/31/97		Adj.	-64.01	19,437.83
12/31/97			-400.00	19,037.83
1/1/98		Marshalls	199.75	19,237.58
1/1/98		Waters/Woo...	30.91	19,268.49
1/5/98		Marshalls	-64.04	19,204.45
1/13/98			-400.00	18,804.45
1/20/98		F/C	248.04	19,052.49
1/22/98			150.00	19,202.49
1/27/98		F/C on Cash ...	100.00	19,302.49

La Residence Suite Hotel
Credit Card Payable
October 1997 through January 1999

Date	Num	Memo	Amount	Balance
1/31/98		Loan	5,000.00	24,302.49
2/13/98		Parker Paints	134.02	24,436.51
2/16/98		Design Cent...	1,939.27	26,375.78
2/18/98			-392.00	25,983.78
2/18/98		F/C	296.74	26,280.52
2/18/98		F/C	296.74	26,577.26
2/26/98	1181		-500.00	26,077.26
2/28/98		F/C	67.26	26,144.52
3/4/98		Parker Paint	110.84	26,255.36
3/10/98	1187		-600.00	25,655.36
3/16/98			-533.00	25,122.36
3/17/98		F/C	328.47	25,450.83
4/15/98		Loan payment	-510.00	24,940.83
4/17/98		Transfer	4,322.87	29,263.70
5/10/98	1207		-600.00	28,663.70
5/13/98			-586.00	28,077.70
5/17/98			362.69	28,440.39
6/17/98			-569.00	27,871.39
6/17/98			354.08	28,225.47
6/22/98		Adv.	1,000.00	29,225.47
7/13/98			-565.00	28,660.47
7/13/98			361.71	29,022.18
8/17/98		Loan Payment	-581.00	28,441.18
9/1/98		Aug. F/C	361.53	28,802.71
9/15/98		Sept. pymt	-577.00	28,225.71
9/17/98		Sept. F/C	354.98	28,580.69
10/16/98		Pymt	-572.00	28,008.69
10/16/98		Oct. F/C	352.35	28,361.04
11/10/98		Pymt	-568.00	27,793.04
11/10/98		F/C	343.56	28,136.60
12/12/98		Pymt	-563.00	27,573.60
12/12/98		F/C	335.21	27,908.81
12/12/98		Annual fee	150.00	28,058.81
1/13/99		Pymt	-562.00	27,496.81
1/13/99		F/C - Jan.	327.33	27,824.14
Total Wells Fargo Bank			27,824.14	27,824.14
TOTAL			**56,237.92**	**56,237.92**

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

1173

1-13 1998 19-2/1250

PAY TO THE ORDER OF Cash. $ 100-00

One Hundred DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR Cast Co

859102007 ~~01/13/98~~ 100.00
7547001 CK BN US

Equitha - Ramane

⑈001173⑈ ⑆125000024⑆ 75470 013⑈ ⑈0000010000⑈

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

1175

1-22 1998 19-2/1250

PAY TO THE ORDER OF Cash. $ 100.00

One Hundred DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR Maintenance Supplies.

859101091 01/22/98 100.00
7547001 CK BN US

Equitha - Ramane

⑈001175⑈ ⑆125000024⑆ 75470 013⑈ ⑈0000010000⑈

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

1177

2-4 1998 19-2/125

PAY TO THE ORDER OF Amir Ehsani $ 130.60

One hundred thirty 60/100 DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR West Coast Paper Company.

Equitha - Ramane

⑈001177⑈ ⑆125000024⑆ 75470 013⑈ ⑈0000013060⑈

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

1178

2-16 1998 19-2/1250

PAY TO THE ORDER OF Cast Co $ 93.51

Ninty Three 51/100 DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR

Equitha - Ramane

⑈001178⑈ ⑆125000024⑆ 75470 013⑈ ⑈0000009351⑈

803

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

1180

2-25 19 98 19-2/125

PAY TO THE ORDER OF Costco $ 114.76

One Hundred Fourteen 76/100 DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR _____ equitty-Ramane

⑈001180⑈ ⑆125000024⑆ 75470 013⑈ ⑈0000011476⑈

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

1185

3/4 19 98 19-2/1250

PAY TO THE ORDER OF Cash $ 100 00

One hundred 00/100 DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR Costco

347701121 03/04/98
75470013 CK ON US
100.00

equitty-Ramane MP

⑈001185⑈ ⑆125000024⑆ 75470 013⑈ ⑈0000010000⑈

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

1188

3/16 19 98 19-2/1250

PAY TO THE ORDER OF Amir Ehsani $ 67.76

Sixty-seven 76/100 DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR Costco.

equitty-Ramane MP

⑈001188⑈ ⑆125000024⑆ 75470 013⑈ ⑈0000006776⑈

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

1190

3/18 19 98 19-2/125

PAY TO THE ORDER OF Amir Ehsani $ 66 70

Sixty-six 70/100 DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR Supplies Invoice # 1228058

equitty-Ramane

⑈001190⑈ ⑆125000024⑆ 75470 013⑈

1191

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

3.20 1998 19-2/1250

PAY TO THE ORDER OF Amir Ehsani $ 289.00

Two hunched & eighty-nine 00/100 DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR Installation of Electrical Outlet for Phone Install. equitha - Ramane

⑈001191⑈ ⑆125000024⑆ 75470 013⑈ ⑈0000028900⑈

1192

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

3.23 1998 19-2/1250

PAY TO THE ORDER OF Cash $ 50.00

Fifty DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

859111020 03/23/98 50.00
75470013 CK ON US Ramane

FOR Costco

⑈001192⑈ ⑆125000024⑆ 75470 013⑈ ⑈0000005000⑈

1194

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

4/6 1998 19-2/1250

PAY TO THE ORDER OF Costco $ 48.41

Forty-eight 41/100 DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR equitha - Ramane

⑈001194⑈ ⑆125000024⑆ 75470 013⑈ ⑈0000004841⑈

119

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

4-12 98 19-2/1

Costco

No Receipt

1 70.22

Supplies

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

[redacted]

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

1202

4/20 19 98 19-2/1250

PAY TO THE ORDER OF Costco $ 55.54

fifty-five 54/100 DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR Food Supplies. equitha - Ramane

⑈001202⑈ ⑆125000024⑆ 75470 013⑈ ⑈0000005554⑈

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

1205

4-25 19 98 19-2/1250

PAY TO THE ORDER OF Costco $ 60.27/100

Sixty 27/100 DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR equitha - Ramane

⑈001205⑈ ⑆125000024⑆ 75470 013⑈ ⑈0000006027⑈

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

1208

5/7 19 98 19-2/1250

PAY TO THE ORDER OF Amir Ehsani $ 46.45

Forty-six 45/100 DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR Costco 5/5/98

347102100 05/27/98 46.45
75470013 CK ON US

⑈001208⑈ ⑆125000024⑆ 75470 013⑈ ⑈0000004645⑈

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

1210

5/12 19 98 19-2/1250

PAY TO THE ORDER OF Costco $ 38.01

Thirty-eight 01/100 DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR

⑈001210⑈ ⑆125000024⑆ 75470 013⑈ ⑈0000003801⑈

1214

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

5-18 19 98 19-2/1250

PAY TO THE ORDER OF Costco $ 102 04

One hundred two 04/100 DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR Hotel Supplies

⑈001214⑈ ⑆125000024⑆ 75470 013⑈ ⑈00000102 04⑈

1216

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

5/25 19 98 19-2/1250

PAY TO THE ORDER OF Costco $ 121 41

One hundred twenty-one 41/100 DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR Hotel Supplies.

⑈001216⑈ ⑆125000024⑆ 75470 013⑈ ⑈00000121 41⑈

1221

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

6-4 19 98 19-2/125

PAY TO THE ORDER OF Cash $ 1663 57

One thousand six hundred sixty-three 57/100 DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR Computer/Fax

0601111055 06/04/98 1,663.57
7547001? CK ON US

⑈001221⑈ ⑆125000024⑆ 75470 013⑈ ⑈0000166357⑈

1224

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

6/15 19 98 19-2/1250

PAY TO THE ORDER OF Costco. $ 93 51

Ninety-three 51/100 DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR Hotel Supplies

⑈001224⑈ ⑆125000024⑆ 75470 013⑈ ⑈0000093 51⑈

1227

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

6/24 98 19-2/

Costco [illegible] Receipts

75.26

No

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

[redacted]

⑈001227⑈ ⑆125000024⑆ 75470 013⑈ **NOT NEGOTIABLE**

1233

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

6/29 19 98 19-2/1250

PAY TO THE ORDER OF Costco $ 79.77

Seventy-nine 77/100 DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR Hotel Supplies

⑈001233⑈ ⑆125000024⑆ 75470 013⑈ ⑈0000007977⑈

1235

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

7/3 19 98 19-2/1250

PAY TO THE ORDER OF Costco $ 47.47

Forty-seven 47/100 DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR Hotel Supplies

⑈001235⑈ ⑆125000024⑆ 75470 013⑈ ⑈0000004747⑈

1237

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

7/6 19 98 19-2/1250

PAY TO THE ORDER OF Costco $ 67.69

Sixty-seven 69/100 DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR Hotel Supplies

⑈001237⑈ ⑆125000024⑆ 75470 013⑈ ⑈0000006769⑈

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

1239

PAY TO THE ORDER OF Amir Ehsani 7/9 19 98 19-2/1250

One hundred twenty-four 88/100 $ 124 88/100 DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR Costco Purchase. 7/9/98

859101188 07/09/98
7547 0013 CK ON US 124.28

⑈001239⑈ ⑆125000241⑆ 75470 013⑈ ⑈00001 2488⑈

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

1242

PAY TO THE ORDER OF Costco 7/13 19 98 19-2/1250

One hundred fifty-six 82/100 $ 156 82 DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR Hotel Supplies.

⑈001242⑈ ⑆125000241⑆ 75470 013⑈ ⑈00001 5682⑈

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

1244

PAY TO THE ORDER OF Costco 7-17 19 98 19-2/1250

Seventy-five 60/100 $ 75.60 DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR Hotel Supplies

⑈001244⑈ ⑆125000241⑆ 75470 013⑈ ⑈00000 7560⑈

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

1246

PAY TO THE ORDER OF Costco 7-22 19 98 19-2/1250

Seventy-six 03/100 $ 76 03 DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR Hotel Supplies,

⑈001246⑈ ⑆125000

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

1250

7-27 19 98 19-2/1250

PAY TO THE ORDER OF Costco $ 229.93

Two hundred twenty-nine 93/100 DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR Hotel Supplies.

⑈001250⑈ ⑆125000024⑆ 75470 013⑈ ⑈00002299⑈

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

1256

7/30 19 98 19-2/1250

PAY TO THE ORDER OF Equitty Zamani $ 2000.00

Two Thousand 00/100 DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR

⑈001256⑈ ⑆125000024⑆ 75470 013⑈

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

1257

7-30 19 98 19-2/1250

PAY TO THE ORDER OF Costco $ 62.09

Sixty-two 09/100 DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR

⑈001257⑈ ⑆125000024⑆ 75470 013⑈ ⑈00000620⑈

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

1259

7/31 19 98 19-2/1250

PAY TO THE ORDER OF Costco $ 61.99

Sixty-one 99/100 DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR

⑈001259⑈ ⑆125000024⑆ 75470 013⑈ ⑈00000619⑈

1260

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

8-3 19 98 19-2/1250

PAY TO THE ORDER OF Costco $ 64 76/100

Sixty-four 76/100 DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR _____

⑈001260⑈ ⑆125000024⑆ 75470 013⑈ ⑈000006476⑈

1262

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

8-4 19 98 19-2/1250

PAY TO THE ORDER OF Costco $ 82.49

Eighty-two 49/100 DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR _____

⑈001262⑈ ⑆125000024⑆ 75470 013⑈ ⑈000008249⑈

1264

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

8-4 19 98 19-2/1250

PAY TO THE ORDER OF Amir Ehsani $ 65.12

Sixty-five 12/100 DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR JC Penny's / Hotel Glassware 601104081 08/24/98 65.12
7547 0013 CK RN WE

⑈001264⑈ ⑆125000024⑆ 75470 013⑈ ⑈000006512⑈

1266

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

8-5 19 98 19-2/1250

PAY TO THE ORDER OF Costco $ 80.21

Eighty 21/100 DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR Hotel Supplies.

1269

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE. WA 98004

8/7 19 98 19-2/1250

PAY TO THE ORDER OF Costco $ 65.77

Sixty-five 77/100 DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR

⑈0000006577⑈

1271

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

8-10 19 98 19-2/1250

PAY TO THE ORDER OF Costco $ 91 19

Ninety-one 19/100 DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR Hotel Supplies

MP

⑈001271⑈ ⑆125000024⑆ 75470 013⑈ ⑈0000091 19⑈

1273

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

8/17 19 98 19-2/1250

PAY TO THE ORDER OF Costco $ 91 33

Ninety-one 33/100 DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR

MP

⑈001273⑈ ⑆125000024⑆ 75470 013⑈ ⑈0000091 33⑈

1276

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

8-20 19 98 19-2/1250

PAY TO THE ORDER OF Costco $ 50.48/100

fifty 48/100 DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR

⑈001276⑈ ⑆125000024⑆ 75470 013⑈ ⑈0000050 48⑈

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

1301

DATE 9/13/98 19-2/1250

PAY TO THE ORDER OF Dominoe's Pizza $ 108 00/100

One hundred eight 00/100 DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
10555 NE 8th
Bellevue, WA 98004

FOR Hauser Wedding

⑈001301⑈ ⑆125000024⑆ 75470 013⑈ ⑈0000010800⑈

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

1328

DATE 10-26-98 19-2/1250

PAY TO THE ORDER OF Costco $ 72.25

Seventy two 25/100 DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
10555 NE 8th
Bellevue, WA 98004

FOR Equitter - Ramane

⑈001328⑈ ⑆125000024⑆ 75470 013⑈ ⑈0000007225⑈

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

1329

DATE 11-2-98 19-2/1250

PAY TO THE ORDER OF Costco $ 83.52

Eighty three 52/100 DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
10555 NE 8th
Bellevue, WA 98004

FOR Equitter - Ramane

⑈001329⑈ ⑆125000024⑆ 75470 013⑈ ⑈0000008352⑈

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

1354

DATE 12/15/98 19-2/1250

PAY TO THE ORDER OF Cash $ 50 00

Fifty 00/100 DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
10555 NE 8th
Bellevue, WA 98004

FOR Change for Till

[illegible] 50.00

[illegible] ⑈0000005000

EXHIBIT 'T'

T

09/28/98

La Residence Suite Hotel
Computer Check Register
January through August 1998

Date	Num	Name	Amount
Seafirst Bank Checking			
1/10/98	2844	Guardian Securit...	-96.00
1/10/98	2845	Sound Elevators	-202.60
1/10/98	2846	U.S. West Comm...	-680.51
1/10/98	2847	Vartan F. Vartanian	-350.00
1/10/98	2852	Vartan F. Vartanian	-200.00
2/1/98	2876	AT & T	-1,727.46
2/1/98	2877	Bellevue City Tre...	-1,422.09
2/1/98	2878	Boyd Coffee Co...	-156.25
2/1/98	2879	Cyrus Khatibi	-679.45
2/1/98	2880	Eastside Disposa...	-199.10
2/1/98	2881	Kelly's Furniture ...	-397.42
2/1/98	2882	Magid Khatibi	-271.78
2/1/98	2883	Neutron Industrie...	-133.88
2/1/98	2884	Pacific Supply	-24.30
2/1/98	2885	Puget Sound Ene...	-2,116.88
2/1/98	2886	Puget Sound Lea...	-190.90
2/1/98	2887	Safco Insurance ...	-625.13
2/1/98	2888	TCI	-309.00
2/1/98	2889	The Seattle Times	-35.10
2/1/98	2890	U.S. West Direct	-472.70
2/1/98	2891	Vartan F. Vartanian	-350.00
2/20/98	2904	Puget Sound Lea...	-190.90
2/20/98	2905	Sound Elevators	-202.60
2/20/98	2906	U.S. West Comm...	-654.23
2/20/98	2907	Cyrus Khatibi	-613.69
2/20/98	2908	Magid Khatibi	-245.47
2/20/98	2909	Vartan F. Vartanian	-350.00
3/15/98	2921	Eagle Hardware ...	-159.98
3/15/98	2923	Accel Telephone ...	-105.89
3/15/98	2924	American Expres...	-418.00
3/15/98	2925	Boyd Coffee Co...	-66.93
3/15/98	2926	Eastside Disposa...	-447.34
3/15/98	2927	Professional Travel	-102.00
3/15/98	2928	Puget Sound Ene...	-1,810.39
3/15/98	2929	Safco Insurance ...	-625.12
3/15/98	2930	Sound Elevators	-202.57
3/15/98	2931	U.S. West Comm...	-1,005.55

09/28/98

La Residence Suite Hotel
Computer Check Register
January through August 1998

Date	Num	Name	Amount
3/15/98	2932	U.S. West Direct	-768.43
3/15/98	2933	Yellow Pages Inc.	-187.00
3/28/98	2947	Bellevue City Tre...	-1,543.96
3/28/98	2948	Cyrus Khatibi	-679.45
3/28/98	2949	Magid Khatibi	-271.78
3/28/98	2950	Puget Sound Lea...	-190.90
3/28/98	2951	Quality Plus Elect...	-286.62
3/28/98	2952	TCI	-309.00
3/28/98	2953	Vartan F. Vartanian	-350.00
3/30/98	2954	Boyd Coffee Co...	-155.87
3/30/98	2955	Guardian Securit...	-96.00
3/30/98	2956	Puget Sound Ene...	-1,444.23
3/30/98	2957	Safco Insurance ...	-625.13
3/30/98	2958	TCI	-309.00
3/30/98	2959	U.S. West Direct	-620.50
4/11/98	2969	CUC Travel Servi...	-133.00
4/11/98	2970	NEBS	-83.03
4/11/98	2971	U.S. West Comm...	-1,008.22
4/18/98	2982	AT & T	-2,661.69
4/18/98	2984	Eastside Disposa...	-173.20
4/18/98	2985	Security Safe & L...	-65.05
4/18/98	2986	Eagle Hardware ...	-27.00
4/19/98	2991	City of Bellevue	-59.79
4/19/98	2992	Sound Elevators	-202.60
5/2/98	3006	AT & T	-323.45
5/2/98	3007	Cyrus Khatibi	-657.53
5/2/98	3008	Magid Khatibi	-263.01
5/2/98	3009	Mutual Travel, Inc.	-66.50
5/2/98	3010	Puget Sound Lea...	-232.81
5/2/98	3011	The Goldsmith Co.	-158.99
5/2/98	3012	Vartan F. Vartanian	-350.00
5/9/98	3014	Guardian Securit...	-51.59
5/9/98	3015	Puget Sound Ene...	-1,266.41
5/9/98	3016	Safco Insurance ...	-625.12
5/9/98	3017	TCI	-309.00
5/9/98	3018	The Seattle Times	-35.10
5/9/98	3019	U.S. West Direct	-531.95
5/16/98	3030	Eastside Disposa...	-210.06

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La Residence Suite Hotel
Computer Check Register
January through August 1998

Date	Num	Name	Amount
5/16/98	3031	MT. Hood Chemi...	-357.51
5/16/98	3032	Sound Elevators	-202.60
5/16/98	3033	U.S. West Comm...	-522.24
5/17/98	3035	Bellevue City Tre...	-2,043.11
5/17/98	3036	Eagle Hardware ...	-43.00
5/17/98	3037	Mutual Travel, Inc.	-19.00
5/17/98	3038	Puget Sound Lea...	-232.81
5/17/98	3039	U.S. West Comm...	-98.84
5/31/98	3042	Cyrus Khatibi	-679.45
5/31/98	3043	Magid Khatibi	-271.78
5/31/98	3044	Vartan F. Vartanian	-350.00
6/7/98	3054	CUC Travel Servi...	-123.50
6/7/98	3055	Puget Sound Ene...	-1,158.51
6/7/98	3056	Sound Elevators	-202.60
6/7/98	3057	TCI	-309.00
6/16/98	3067	AT&T Credit Cor...	-361.93
6/16/98	3068	Carlson Wagonlit...	-36.00
6/16/98	3069	CUC Travel Servi...	-38.00
6/16/98	3070	Terminix Internati...	-38.01
6/16/98	3071	U.S. West Comm...	-99.68
6/16/98	3072	Yellow Pages Inc.	-181.00
6/16/98	3073	Eastside Disposa...	-203.17
6/16/98	3074	Kinko's	-46.70
6/22/98	3076	Boyd Coffee Co...	-149.31
6/22/98	3077	Eagle Hardware ...	-95.00
6/22/98	3078	Puget Sound Lea...	-190.90
6/22/98	3079	Terminix Internati...	-38.01
6/22/98	3080	U.S. West Direct	-352.90
6/24/98	3081	AT & T	0.00
6/24/98	3082	AT&T Credit Cor...	-329.09
6/24/98	3083	Cyrus Khatibi	-657.53
6/24/98	3084	Magid Khatibi	-263.01
6/24/98	3085	MKI Travel and C...	-33.25
6/24/98	3086	Safco Insurance ...	-1,250.25
6/24/98	3087	Vartan F. Vartanian	-350.00
6/24/98	3088	International Busi...	-176.50
7/2/98	3099	Boyd Coffee Co...	-41.27
7/2/98	3100	BTI Americas, Inc.	-19.00

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La Residence Suite Hotel
Computer Check Register
January through August 1998

Date	Num	Name	Amount
7/2/98	3101	Cendant Travel, I...	-401.50
7/2/98	3102	East King County	-20.00
7/2/98	3103	Guardian Securit...	-96.00
7/2/98	3104	Neutron Industrie...	-197.88
7/2/98	3105	Sound Elevators	-202.60
7/2/98	3106	TCI	-309.00
7/2/98	3107	U.S. West Direct	-260.05
7/13/98	3108	Eastside Disposa...	-203.17
7/13/98	3109	Prime Electric Inc.	-70.05
7/13/98	3110	Puget Sound Ene...	-1,011.99
7/13/98	3111	TeleCheck	-26.40
7/13/98	3112	U.S. West Comm...	-1,847.76
7/13/98	3113	Eagle Hardware ...	-752.81
7/16/98	3121	Boyd Coffee Co...	-170.13
7/19/98	3126	City of Bellevue	-103.25
7/21/98	3129	AT & T	-620.16
7/21/98	3130	AT&T Credit Cor...	-345.35
7/25/98	3132	Cyrus Khatibi	-679.45
7/25/98	3133	Magid Khatibi	-382.25
7/25/98	3134	Vartan F. Vartanian	-350.00
7/27/98	3136	All Repair, Inc. & ...	-152.04
7/27/98	3137	Bellevue City Tre...	-2,649.81
7/27/98	3138	First Community ...	-10,260.16
7/27/98	3139	Puget Sound Lea...	-190.90
7/27/98	3140	Sound Elevators	-370.49
7/27/98	3141	TCI	-309.00
8/1/98	3154	Sound Elevators	-99.37
8/1/98	3155	The Seattle Times	-59.15
8/1/98	3156	U.S. West Direct	-168.66
8/16/98	3166	Eagle Hardware ...	-196.56
8/16/98	3167	Eastside Disposa...	-203.17
8/16/98	3168	Sound Elevators	-483.54
8/16/98	3169	Terminix Internati...	-76.02
8/16/98	3170	Travel One	-66.00
8/16/98	3171	U.S. West Comm...	-880.96
8/24/98	3173	All Climate Heati...	-130.32
8/24/98	3174	AT & T	-781.60
8/24/98	3175	AT&T Credit Cor...	-345.35

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La Residence Suite Hotel
Computer Check Register
January through August 1998

Date	Num	Name	Amount
8/24/98	3176	Boyd Coffee Co...	-97.30
8/24/98	3177	Department of La...	-75.75
8/24/98	3178	Puget Sound Lea...	-190.90
8/24/98	3179	Sound Elevators	-202.60
8/24/98	3180	Vartan F. Vartanian	-350.00
8/24/98	3181	Cyrus Khatibi	-679.45
8/24/98	3182	Magid Khatibi	-271.78
8/29/98	3183	Prime Electric Inc.	-3,044.59
8/29/98	3184	Safco Insurance ...	-664.95
Total Seafirst Bank Checking			-77,788.86
TOTAL			**-77,788.86**

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EXHIBIT 'U'

La Residence Suite Hotel
Manual Check Register
January 1999 through ~~February 2000~~ Dec 1999

Date	Num	Name	Amount
Bank of America Checking			
1/6/1999	1360	Costco	-56.40
1/8/1999	1361	Costco	-65.25
1/13/1999	1362	Market Place	-9.56
1/13/1999	1363	Costco	-69.19
1/19/1999	1364	Costco	-50.50
1/26/1999	1365	Market Place	-9.11
1/26/1999	1366	Costco	-9.98
1/31/1999			-444.56
2/1/1999	1367	Costco	-58.41
2/2/1999	1368	Bellevue Vacuum Cle...	-41.11
2/3/1999	1369	Cascade Air Conditio...	-99.66
2/9/1999	1370	Costco	-34.52
2/9/1999	1371	Costco	-35.00
2/10/1999	1372	Costco	-33.58
2/12/1999	1373	Market Place	-11.42
2/12/1999	1374	Costco	-43.43
2/16/1999	1375	Security Safe & Lock,...	-3.58
2/19/1999	1376	Costco	-57.54
2/22/1999	1377	Cash	-100.00
2/23/1999	1378	U.S. Postal Services	-33.00
2/25/1999	1379	Costco	-41.12
2/26/1999	1380	Costco	-52.30
2/26/1999	1381	Bellevue Vacuum Cle...	-17.88
2/28/1999			-444.17
3/3/1999	1382	Costco	-87.82
3/8/1999	1383	Costco	-134.05
3/9/1999	1384	Cash	-50.00
3/10/1999	1385	Bellevue Way Cleaners	-38.99
3/10/1999	1386	Costco	-296.45
3/12/1999	1387	Bank of America (La ...	-200.00
3/12/1999	1388	G. Zamani	-14.30
3/15/1999	1389	Costco	-75.33
3/22/1999	1390	Costco	-66.63
3/29/1999	1391	Costco	-58.70
3/31/1999			-880.11

La Residence Suite Hotel
Manual Check Register
January 1999 through February 2000

Date	Num	Name	Amount
4/6/1999	1392	Costco	-57.44
4/7/1999	1393	Cash	-50.00
4/7/1999	1394	Anna's Custom Clean...	-20.37
4/15/1999	1395	Costco	-149.84
4/20/1999	1396	U.S. Postal Services	-33.00
4/26/1999	1397	Costco	-63.75
4/28/1999	1398	First USA	-200.00
4/28/1999	1399	U.S. West Communic...	-64.90
4/28/1999	1400	Bank of America (La ...	-200.00
4/28/1999	1401	Terminix International	-38.01
4/28/1999	1402	Bank of America (Za...	-250.00
4/28/1999	1403	Eagle Hardware & G...	-122.26
4/28/1999	1404	Lucent Technologies ...	-345.35
4/29/1999	1405	Wells Fargo Bank	-548.00
4/30/1999	1406	Costco	-58.46
4/30/1999			-565.21
5/5/1999	1412	TCI	-345.64
5/5/1999	1413	U.S. West Direct	-133.65
5/6/1999	1415	Safco Insurance Com...	-664.95
5/6/1999	1416	AT & T	-467.06
5/6/1999	1417	Costco	-150.71
5/6/1999	1418	Seattle Times	-35.10
5/9/1999	1419	Wells Fargo Bank	-326.12
5/9/1999	1420	Puget Sound Leasing...	-190.90
5/9/1999	1421	Magid Khatibi	-263.01
5/9/1999	1422	Cyrus Khatibi	-814.80
5/9/1999	1423	Cash	-100.00
5/10/1999	1414	MBNA America	-300.00
5/10/1999	1424	Eastside Disposal Se...	-217.49
5/10/1999	1425	Guitty Zamani	-2,281.11
5/10/1999	1426	Costco	-45.64
5/12/1999	1427	Sound Elevators Co...	-209.29
5/12/1999	1428	Bank of America (LOC)	-96.00
5/13/1999	1429	HRS	-863.60
5/14/1999	1430	Medical Dispute Res...	-587.44
5/17/1999	1437	Eagle Hardware & G...	-123.58

La Residence Suite Hotel
Manual Check Register
January 1999 through February 2000

Date	Num	Name	Amount
5/17/1999	1438	U.S. West Communic...	-1,015.23
5/17/1999	1439	Guitty Zamani	-2,000.00
5/17/1999	1440	Costco	-61.50
5/19/1999	1441	Yellow Pages Inc.	-199.00
5/21/1999	1443	Department of Health	-110.00
5/21/1999	1444	Cascade Air Conditio...	-343.26
5/21/1999	1445	Centrum Financial Se...	-3,000.00
5/23/1999	1446	Vartan F. Vartanian	-350.00
5/24/1999	1447	Costco	-171.54
5/25/1999	1448	Helmut Kah	-1,000.00
5/30/1999	1450	Puget Sound Leasing...	-190.00
5/30/1999	1451	Lucent Technologies ...	-345.35
5/30/1999	1452	Bank of America (La ...	-200.00
5/30/1999	1453	AT & T	-20.33
5/30/1999	1454	Terminix International	-38.01
5/30/1999	1455	U.S. West Direct	-131.90
5/30/1999	1456	U.S. West Communic...	-64.90
5/30/1999	1457	Safeway	-19.40
5/31/1999	1458	AA Rental	-171.05
5/31/1999			-287.41
6/1/1999	1464	Costco	-110.79
6/2/1999	1465	First USA	-200.00
6/2/1999	1466	Bank of America (Za...	-250.00
6/2/1999	1467	Safco Insurance Com...	-664.95
6/2/1999	1468	Cash	-100.00
6/3/1999	1469	G. Zamani	-135.75
6/3/1999	1470	Cascade Air Conditio...	-75.97
6/6/1999	1471	Cyrus Khatibi	-883.29
6/6/1999	1472	Magid Khatibi	-271.78
6/7/1999	1473	G. Zamani	-2,000.00
6/7/1999	1474	TCI	-345.64
6/7/1999	1475	Sound Elevators Co...	-209.29
6/8/1999	1476	Costco	-262.78
6/10/1999	1477	Bellevue City Treasurer	-3,059.40
6/10/1999	1478	MBNA America	-300.00
6/10/1999	1479	Eastside Disposal Se...	-217.49

La Residence Suite Hotel
Manual Check Register
January 1999 through February 2000

Date	Num	Name	Amount
6/10/1999	1480	Boyd Coffee Company	-120.31
6/15/1999	1481	AT & T	-449.40
6/16/1999	1485	Eric Spann	-672.00
6/18/1999	1486	Eagle Hardware & G...	-84.18
6/18/1999	1487	Costco	-55.09
6/18/1999	1488	U.S. Postal Services	-33.00
6/21/1999	1491	Costco	-204.70
6/23/1999	1493	Costco	-39.98
6/23/1999	1494	Q.F.C	-24.97
6/23/1999	1496	Cascade Air Conditio...	-377.75
6/27/1999	1498	Dominoe's Pizza	-12.19
6/29/1999	1500	U.S. West Communic...	-1,858.13
6/29/1999	1501	U.S. West Communic...	-29.90
6/29/1999	1502	AT & T	-40.66
6/29/1999	1503	Costco	-59.91
6/29/1999	1506	Costco	-107.73
6/29/1999	1507	McBride Construction	-2,762.09
6/30/1999	1497	Cyrus Khatibi	-5,000.00
6/30/1999	1504	First USA	-200.00
6/30/1999	1505	Bank of America (La ...	-200.00
6/30/1999			-406.07
7/1/1999	1508	Vartan F. Vartanian	-350.00
7/1/1999	1513	Vartan F. Vartanian	-350.00
7/1/1999	1514	Magid Khatibi	-263.01
7/1/1999	1515	Cyrus Khatibi	-834.80
7/2/1999	1517	U.S. West Communic...	-20.60
7/9/1999	1518	AT & T	-678.57
7/9/1999	1519	Puget Sound Leasing...	-34.00
7/9/1999	1520	Bank of America (Za...	-250.00
7/9/1999	1521	TCI	-345.64
7/9/1999	1522	Safco Insurance Com...	-664.94
7/9/1999	1523	AAA Travel Agency	-45.00
7/9/1999	1524	Puget Sound Energy	-171.07
7/9/1999	1525	U.S. West Communic...	-14.40
7/9/1999	1526	MPS	-188.00
7/9/1999	1527	All Pride Home Impro...	-142.54

La Residence Suite Hotel
Manual Check Register
January 1999 through February 2000

Date	Num	Name	Amount
7/9/1999	1528	Costco	-83.14
7/10/1999	1530	MBNA America	-350.00
7/10/1999	1531	U.S. West Direct	-131.90
7/10/1999	1532	Seattle Times	-35.10
7/10/1999	1533	Thyssen Sound Elev...	-209.29
7/10/1999	1534	Eastside Disposal Se...	-217.49
7/10/1999	1535	Terminix International	-38.01
7/10/1999	1536	Boyd Coffee Company	-164.92
• 7/10/1999	1537	WA, Inc.	-149.00
7/10/1999	1538	Guardian Security Sy...	-96.00
7/10/1999	1539	Seattle Times	-35.10
7/10/1999	1540	Wells Fargo Bank	-350.00
7/12/1999	1541	Costco	-277.44
7/12/1999	1542	Home Depot	-32.44
7/14/1999	1543	Bellevue Vacuum Cle...	-23.84
7/14/1999	1544	Costco	-62.61
• 7/16/1999	1545	Fredrick Roozen	-1,000.00
7/17/1999	1552	Cyrus Khatibi	-24.00
7/19/1999	1554	Storeables	-26.01
7/20/1999	1555	Costco	-56.49
7/20/1999	1556	Cascade Air Conditio...	-234.30
7/21/1999	1557	Belgate Printing & Co...	-157.20
• 7/22/1999	1558	Jim Hill	-380.00
7/22/1999	1559	Dominoe's Pizza	-14.17
7/23/1999	1560	Costco	-137.94
7/23/1999	1561	Cascade Air Conditio...	-136.56
7/23/1999	1562	G. Zamani	-3,000.00
7/24/1999	1563	Cash	-50.00
7/24/1999	1564	The Cleanery	-10.86
7/24/1999	1565	U.S. West Communic...	-103.64
7/24/1999	1566	U.S. West Communic...	-1,788.69
7/24/1999	1567	U.S. West Communic...	-213.46
7/24/1999	1568	U.S. West Communic...	-84.50
7/27/1999	1573	Bellevue Way Cleaners	-6.42
7/27/1999	1574	Ed Broten	-79.83
7/28/1999	1575	Department of Labor ...	-78.75

La Residence Suite Hotel
Manual Check Register
January 1999 through February 2000

Date	Num	Name	Amount
7/28/1999	1576	Costco	-39.00
7/28/1999	1577	U.S. Postal Services	-33.00
7/30/1999	1578	U.S. West Communic...	-10.60
7/30/1999	1579	Terminix International	-38.01
7/30/1999	1580	Lucent Technologies ...	-690.70
7/30/1999	1581	MT. Hood Chemical ...	-448.04
7/30/1999	1582	Eagle Hardware & G...	-182.10
7/30/1999	1583	Bank of America (La ...	-200.00
7/31/1999	1584	First USA	-300.00
7/31/1999	1585	Security Safe & Lock,...	-25.41
7/31/1999	1589	Vartan F. Vartanian	-350.00
7/31/1999	1590	Magid Khatibi	-271.78
7/31/1999	1591	Cyrus Khatibi	-832.33
7/31/1999			-594.68
8/1/1999	1598	Cyrus Khatibi	-5,000.00
8/1/1999	1599	Cyrus Khatibi	-5,000.00
8/2/1999	1597	Costco	-203.19
8/4/1999	1600	Bank of America (Za...	-300.00
8/5/1999	1601	AT & T	-359.25
8/5/1999	1602	Costco	-282.29
8/6/1999	1603	Judicial Dispute Reso...	-352.05
8/9/1999	1604	Costco	-30.16
8/9/1999	1605	AT & T	-20.33
8/9/1999	1606	U.S. West Direct	-133.86
8/10/1999	1607	MBNA America	-500.00
8/10/1999	1608	Puget Sound Energy	-1,096.41
8/10/1999	1609	TCI	-345.64
8/10/1999	1610	Wells Fargo Bank	-500.00
8/10/1999	1611	Bellevue City Treasurer	-2,800.83
8/10/1999	1612	Thyssen Sound Elev...	-134.68
8/10/1999	1613	Boyd Coffee Company	-56.03
8/10/1999	1614	Cash	-100.00
8/10/1999	1615	Home Depot	-87.50
8/11/1999	1616	Costco	-546.06
8/13/1999	1617	Costco	-105.44
8/16/1999	1625	G. Zamani	-5,000.00

La Residence Suite Hotel
Manual Check Register
January 1999 through February 2000

Date	Num	Name	Amount
8/17/1999	1626	U.S. West Communic...	-2,534.08
8/17/1999	1627	Newline Publishing	-294.89
8/17/1999	1628	Eastside Disposal Se...	-219.66
8/17/1999	1629	Security Safe & Lock,...	-89.19
8/17/1999	1630	Eagle Hardware & G...	-748.64
8/18/1999	1631	Home Depot	-16.13
8/19/1999	1632	Costco	-71.65
8/21/1999	1633	Thartt Huyuh	-400.00
8/22/1999	1643	The Millionair Club	-124.00
8/23/1999	1635	Commtrak	-118.30
8/23/1999	1636	Lucent Technologies ...	-349.33
8/23/1999	1637	MPS	-83.70
8/24/1999	1638	Q.F.C	-38.90
8/25/1999	1639	Costco	-52.54
8/27/1999	1642	Cascade Air Conditio...	-860.68
8/28/1999	1644	The Millionair Club	-124.00
8/30/1999	1645	J.C. Penney	-133.58
8/30/1999	1646	Costco	-98.76
8/30/1999	1647	J.C. Penney	-133.58
8/31/1999	1640	Cyrus Khatibi	-5,000.00
8/31/1999	1641	Cyrus Khatibi	-5,000.00
8/31/1999	1648	OH Golly.Com	-21.99
8/31/1999			-938.36
9/1/1999	1649	U.S. West Communic...	-64.09
9/1/1999	1650	Eco Advertising	-20.00
9/1/1999	1651	Bank of America (La ...	-200.00
9/1/1999	1652	Terminix International	-38.01
9/1/1999	1653	First USA	-300.00
9/1/1999	1654	Bank of America (Za...	-300.00
9/1/1999	1655	Thyssen Sound Elev...	-209.29
9/1/1999	1656	Magid Khatibi	-271.38
9/1/1999	1657	Cyrus Khatibi	-730.41
9/1/1999	1665	Vartan F. Vartanian	-350.00
9/1/1999	1666	FCR Efsiar Group	-337.50
9/1/1999	1667	Cash	-200.00
9/2/1999	1668	Bellevue Vacuum Cle...	-23.84

La Residence Suite Hotel
Manual Check Register
January 1999 through February 2000

Date	Num	Name	Amount
9/2/1999	1669	MPS	-88.00
9/2/1999	1670	U.S. West Direct	-135.81
9/6/1999	1671	Safeway	-24.17
9/7/1999	1672	Puget Sound Energy	-1,165.63
9/7/1999	1673	Helmut Kah	-1,000.00
9/7/1999	1674	Boyd Coffee Company	-97.30
9/7/1999	1675	Eastside Disposal Se...	-217.49
9/10/1999	1676	MBNA America	-500.00
9/10/1999	1677	TCI	-345.64
9/10/1999	1678	Costco	-95.94
9/10/1999	1679	G. Zamani	-5,000.00
9/15/1999	1680	Costco	-94.44
9/18/1999	1686	U.S. Postal Services	-37.65
9/18/1999	1687	Costco	-58.10
9/18/1999	1688	Cash	-100.00
9/20/1999	1690	U.S. West Communic...	-1,614.16
9/20/1999	1691	Security Safe & Lock,...	-11.29
9/21/1999	1692	Costco	-50.91
9/22/1999	1693	Bellevue Way Cleaners	-13.98
9/25/1999	1694	Q.F.C	-12.86
9/28/1999	1695	U.S. West Communic...	-35.90
9/28/1999	1696	Security Safe & Lock,...	-16.94
9/28/1999	1697	Thyssen Sound Elev...	-209.29
9/28/1999	1698	Boyd Coffee Company	-123.65
9/28/1999	1699	Lucent Technologies ...	-705.85
9/30/1999	1700	Bank of America (La ...	-300.00
9/30/1999	1701	Cyrus Khatibi	-5,000.00
9/30/1999	1702	Cyrus Khatibi	-5,000.00
9/30/1999			-946.12
10/1/1999	1709	First USA	-1,000.00
10/3/1999	1710	Costco	-216.32
10/6/1999	1711	Costco	-39.80
10/6/1999	1712	Cyrus Khatibi	-591.78
10/6/1999	1713	Magid Khatibi	-263.01
10/7/1999	1714	Terminix International	-38.01
10/7/1999	1715	U.S. West Direct	-272.11

La Residence Suite Hotel
Manual Check Register
January 1999 through February 2000

Date	Num	Name	Amount
10/7/1999	1716	MT. Hood Chemical ...	-257.87
10/7/1999	1718	AT & T	-77.54
10/7/1999	1719	Eastside Disposal Se...	-217.49
10/7/1999	1720	Puget Sound Energy	-1,170.65
10/7/1999	1721	Wells Fargo Bank	-500.00
10/7/1999	1722	Bank of America (Za...	-500.00
10/7/1999	1723	MBNA America	-500.00
10/7/1999	1724	Ed Broten	-133.04
10/8/1999	1725	Bellevue Vacuum Cle...	-19.49
10/10/1999	1726	The Seattle Times	-35.10
10/12/1999	1727	Bellevue City Treasurer	-3,402.60
10/14/1999	1728	Costco	-44.08
10/14/1999	1729	WB Pressure Washing	-217.20
10/17/1999	1736	U.S. West Communic...	-120.49
10/17/1999	1737	U.S. West Communic...	-1,069.22
10/17/1999	1738	U.S. West Communic...	-29.82
10/18/1999	1742	TCI	-345.64
10/18/1999	1743	The Seattle Times	-35.10
10/18/1999	1744	Eagle Hardware & G...	-25.31
10/18/1999	1745	Costco	-58.65
10/21/1999	1746	Vartan F. Vartanian	-350.00
10/22/1999	1747	Fast Sign	-221.01
10/22/1999	1748	G. Zamani	-30.41
10/25/1999	1750	Costco	-46.42
10/28/1999	1751	Cash	-100.00
10/29/1999	1752	Bank of America (La ...	-300.00
10/29/1999	1753	G. Zamani	-5,000.00
10/29/1999	1754	Costco	-121.87
10/30/1999	1755	AT & T	-345.64
10/30/1999	1756	First USA	-500.00
10/30/1999	1757	U.S. West Communic...	-95.02
10/30/1999	1758	Guardian Security Sy...	-96.00
10/31/1999	1759	Vartan F. Vartanian	-350.00
10/31/1999	1761	Magid Khatibi	-271.78
10/31/1999	1762	Cyrus Khatibi	-475.61
10/31/1999			-837.33

La Residence Suite Hotel
Manual Check Register
January 1999 through February 2000

Date	Num	Name	Amount
11/1/1999	1767	Terminix International	-38.01
11/1/1999	1768	U.S. West Direct	-4.12
11/1/1999	1769	Costco	-73.47
11/5/1999	1770	Bank of America (Za...	-500.00
11/5/1999	1771	Puget Sound Energy	-953.44
11/5/1999	1772	AT & T	-817.34
11/5/1999	1774	Boyd Coffee Company	-123.65
11/5/1999	1775	G. Zamani	-2,500.00
11/6/1999	1776	Kippler Feed & Recy...	-40.00
11/8/1999	1777	Big Mart	-93.37
11/8/1999	1778	AT & T	-20.81
11/8/1999	1779	Eastside Disposal Se...	-217.49
11/8/1999	1780	American State Insur...	-2,589.64
11/8/1999	1781	MBNA America	-1,000.00
11/8/1999	1782	Wells Fargo Bank	-500.00
11/8/1999	1783	Costco	-64.68
11/11/1999	1784	Costco	-77.12
11/16/1999	1785	Boyd Coffee Company	-56.03
11/17/1999	1791	Cash	-100.00
11/17/1999	1792	City of Bellevue	-100.00
11/18/1999	1793	Costco	-82.80
11/21/1999	1794	Costco	-97.74
11/22/1999	1795	Eagle Hardware & G...	-388.00
11/22/1999	1796	Thyssen Sound Elev...	-209.29
11/22/1999	1797	U.S. West Communic...	-2,651.28
11/22/1999	1800	Curley's Natural Health	-113.70
11/23/1999	1799	G. Zamani	-3,000.00
11/24/1999	1801	Costco	-146.73
11/29/1999	1802	U.S. West Direct	-130.65
11/29/1999	1803	Bank of America (La ...	-600.00
11/29/1999	1804	Costco	-131.75
11/29/1999	1805	Cascade Air Conditio...	-149.26
11/30/1999	1806	Lucent Technologies ...	-345.35
11/30/1999	1807	East King County	-350.00
11/30/1999	1808	Cash	-100.00
11/30/1999			-588.68

La Residence Suite Hotel
Manual Check Register
January 1999 through February 2000

Date	Num	Name	Amount
12/1/1999	1814	First USA	-500.00
12/1/1999	1815	U.S. West Communic...	-35.08
12/2/1999	1816	Japanese Travel Age...	-300.00
12/2/1999	1817	U.S. Postal Services	-33.00
12/2/1999	1818	Eagle Hardware & G...	-73.00
12/3/1999	1819	Costco	-46.32
12/4/1999	1820	Aloha Town Car	-45.00
12/8/1999	1821	AT & T	-261.36
12/8/1999	1822	Bank of America (Za...	-200.00
12/8/1999	1823	Bellevue City Treasurer	-2,307.80
12/8/1999	1824	Puget Sound Energy	-1,257.31
12/8/1999	1825	Security Safe & Lock,...	-11.51
12/8/1999	1826	Magid Khatibi	-263.01
12/8/1999	1827	Cyrus Khatibi	-460.27
12/8/1999	1828	Eastside Disposal Se...	-217.49
12/9/1999	1829	Key Bank	-8,476.00
12/10/1999	1830	MBNA America	-300.00
12/10/1999	1831	James Largent	-200.00
12/10/1999	1832	Costco	-74.61
12/11/1999	1833	Cash	-100.00
12/13/1999	1834	Vartan F. Vartanian	-350.00
12/13/1999	1835	Costco	-31.42
12/13/1999	1836	GTE	-111.98
12/14/1999	1837	James Largent	-250.00
12/15/1999	1848	AT & T Cable Services	-345.64
12/17/1999	1849	Eagle Hardware & G...	-153.19
12/17/1999	1850	American State Insur...	-651.17
12/17/1999	1851	Thyssen Sound Elev...	-209.29
12/19/1999	1852	Costco	-104.83
12/20/1999	1854	Bank of America (La ...	-350.19
12/20/1999	1855	Ed Broten	-221.54
12/20/1999	1856	G. Zamani	-3,000.00
12/20/1999	1857	Cash	-100.00
12/20/1999	1858	James Largent	-100.00
12/22/1999	1859	James Largent	-200.00
12/25/1999	1860	U.S. West Communic...	-1,064.55

La Residence Suite Hotel
Manual Check Register
January 1999 through February 2000

Date	Num	Name	Amount
12/27/1999	1861	Costco	-138.44
12/27/1999	1862	James Largent	-200.00
12/28/1999	1863	Costco	-52.29
12/31/1999	1864	James Largent	-100.00
12/31/1999	1865	Vartan F. Vartanian	-350.00
12/31/1999	1866	Magid Khatibi	-271.78
12/31/1999	1867	Cyrus Khatibi	-475.61
12/31/1999			-617.83
1/2/2000	1874	Costco	-98.13
1/2/2000	1875	Cash	-100.00
1/3/2000	1876	Terminix International	-38.01
1/3/2000	1877	U.S. West Communic...	-67.07
1/3/2000	1878	AT & T	-514.64
1/3/2000	1879	U.S. West Direct	-52.60
1/3/2000	1880	Thyssen Sound Elev...	-215.66
1/3/2000	1881	G. Zamani	-3,000.00
1/3/2000	1882	MT. Hood Chemical ...	-448.41
1/3/2000	1883	James Largent	-200.00
1/5/2000	1884	Guardian Security Sy...	-113.37
1/5/2000	1885	Rosenbluth	-36.00
1/5/2000	1886	Boyd Coffee Company	-185.59
1/6/2000	1887	Terminix International	-38.01
1/7/2000	1888	U.S. West Direct	-125.51
1/7/2000	1889	James Largent	-150.00
1/10/2000	1890	Belgate Printing & Co...	-102.90
1/10/2000	1891	James Largent	-200.00
1/11/2000	1892	MBNA America	-300.00
1/12/2000	1893	American State Insur...	-651.17
1/12/2000	1894	The Seattle Times	-35.10
1/12/2000	1895	Puget Sound Energy	-1,700.70
1/12/2000	1896	The Seattle Times	-35.10
1/12/2000	1897	AT & T	-7.74
1/12/2000	1898	Brad Largent	-200.00
1/13/2000	1899	Costco	-83.51
1/14/2000	1900	Serve Pro	-1,000.00
1/31/2000			-647.08

V

EXHIBIT 'V'

La Residence Suite Hotel
Computer Check Register
January 1999 through ~~February 2000~~ only 4/16/99

Date	Num	Name	Amount
Bank of America Checking			
1/3/1999	3338	AT & T	-619.93
1/3/1999	3339	Bellevue City Treasu...	-2,659.86
1/3/1999	3340	Boyd Coffee Company	-114.10
1/3/1999	3341	Cain Travel Group, Inc.	-144.00
1/3/1999	3342	ibd International Busi...	-194.00
1/3/1999	3343	Safco Insurance Co...	-664.95
1/3/1999	3344	Sound Elevators Co...	-202.60
1/3/1999	3345	TCI	-345.64
1/3/1999	3346	Terminix International	-38.01
1/3/1999	3347	U.S. West Communi...	-31.08
1/3/1999	3348	Bank of America (Za...	-200.00
1/3/1999	3349	Cyrus Khatibi	-679.45
1/3/1999	3350	First USA	-200.00
1/3/1999	3351	Guardian Security Sy...	-113.38
1/3/1999	3352	Magid Khatibi	-271.78
1/3/1999	3353	MBNA America	-300.00
1/3/1999	3354	Puget Sound Leasin...	-190.90
1/3/1999	3355	Safco Insurance Co...	-664.95
1/3/1999	3356	Security Safe & Lock...	-56.15
1/3/1999	3357	Sound Elevators Co...	-209.29
1/3/1999	3358	Vartan F. Vartanian	-350.00
1/4/1999	3359	Bank of America (La ...	-409.11
1/4/1999	3360	Newcourt Communic...	-360.50
1/4/1999	3361	The Seattle Times	-35.10
1/4/1999	3362	Yellow Pages Inc.	-185.00
1/4/1999	3363	Advanta	-20.06
1/11/1999	3364	Bellevue City Treasu...	-2,659.85
1/11/1999	3365	Eastside Disposal Se...	-203.17
1/11/1999	3366	Security Safe & Lock...	-85.14
1/13/1999	3371	U.S. West Communi...	-852.04
1/31/1999	3386	Bellevue City Treasu...	-5,808.98
1/31/1999	3387	Department of Labor ...	-10.00
2/14/1999	3388	AT & T	-290.59
2/14/1999	3389	Bank of America (La ...	-240.00
2/14/1999	3390	Commtrak	-240.10

La Residence Suite Hotel
Computer Check Register
January 1999 through ~~February 2000~~ 4/16/99

Date	Num	Name	Amount
2/14/1999	3391	Cyrus Khatibi	-856.99
2/14/1999	3392	Eagle Hardware & G...	-97.26
2/14/1999	3393	Magid Khatibi	-271.78
2/14/1999	3394	Newcourt Communic...	-360.50
2/14/1999	3395	Puget Sound Leasin...	-190.90
2/14/1999	3396	Safco Insurance Co...	-664.95
2/14/1999	3397	TCI	-345.64
2/14/1999	3398	U.S. West Communi...	-62.62
2/14/1999	3399	Vartan F. Vartanian	-350.00
2/17/1999	3408	Advanta	-20.06
2/17/1999	3409	Boyd Coffee Company	-123.65
2/17/1999	3410	Eagle Hardware & G...	-21.64
2/17/1999	3411	Eastside Disposal Se...	-213.39
2/17/1999	3412	Lucent Technologies ...	-345.35
2/17/1999	3413	Puget Sound Energy	-3,323.34
2/17/1999	3414	Puget Sound Leasin...	-190.90
2/17/1999	3415	Sound Elevators Co...	-209.29
2/17/1999	3416	U.S. West Communi...	-902.57
2/18/1999	3417	MBNA America	-300.00
2/18/1999	3418	Terminix International	-38.01
2/18/1999	3419	Bank of America (La ...	-222.00
2/18/1999	3420	Bank of America (Za...	-187.00
2/18/1999	3421	First USA	-195.00
2/27/1999	3423	Bank of America (Za...	-242.00
2/27/1999	3424	Cyrus Khatibi	-724.17
2/27/1999	3425	First USA	-199.00
2/27/1999	3426	Magid Khatibi	-245.48
2/27/1999	3427	MBNA America	-301.00
2/27/1999	3428	U.S. West Communi...	-71.37
2/27/1999	3429	Vartan F. Vartanian	-350.00
2/28/1999	3430	AT & T	-332.77
2/28/1999	3431	MT. Hood Chemical ...	-266.61
2/28/1999	3432	Safco Insurance Co...	-664.95
2/28/1999	3433	TCI	-345.64
2/28/1999	3434	U.S. West Direct	-118.14
2/28/1999	3435	AT & T	-20.33

La Residence Suite Hotel
Computer Check Register
January 1999 through ~~February~~ 2000 4/16/99

Date	Num	Name	Amount
3/15/1999	3444	Advanta	-20.27
3/15/1999	3445	Bellevue City Treasu...	-2,505.98
3/15/1999	3446	Boyd Coffee Company	-41.27
3/15/1999	3447	Eagle Hardware & G...	-574.96
3/15/1999	3448	Eastside Disposal Se...	-213.39
3/15/1999	3450	Puget Sound Energy	-4,112.71
3/15/1999	3451	Sound Elevators Co...	-209.29
3/15/1999	3452	Terminix International	-38.01
3/15/1999	3453	U.S. West Communi...	-866.38
3/15/1999	3454	WA, Inc.	-134.66
3/15/1999	3449	HRS	-700.00
3/29/1999	3465	AT & T	-626.57
3/29/1999	3463	Bank of America (Za...	-234.00
3/29/1999	3464	First USA	-195.00
3/29/1999	3466	Guardian Security Sy...	-96.00
3/29/1999	3467	Lucent Technologies ...	-330.20
3/29/1999	3468	Puget Sound Energy	-1,798.07
3/29/1999	3469	Puget Sound Leasin...	-242.80
3/29/1999	3470	U.S. West Communi...	-54.90
3/29/1999	3471	Cyrus Khatibi	-919.45
3/29/1999	3472	Magid Khatibi	-271.78
3/29/1999	3473	Vartan F. Vartanian	-350.00
3/30/1999	3474	AT & T	-20.33
3/30/1999	3475	Corporate Travel Co...	-150.00
3/30/1999	3476	Japanese Travel Age...	-300.00
3/30/1999	3477	MBNA America	-297.00
3/30/1999	3478	Safco Insurance Co...	-664.95
3/30/1999	3479	TCI	-345.64
3/30/1999	3480	U.S. West Communi...	-10.00
3/30/1999	3481	U.S. West Direct	-142.40
4/12/1999	3493	Boyd Coffee Company	-123.65
4/12/1999	3494	Eastside Disposal Se...	-213.39
4/12/1999	3495	Sound Elevators Co...	-209.29
4/12/1999	3496	The Seattle Times	-35.10
4/12/1999	3497	U.S. West Communi...	-864.90
4/16/1999	3501	City of Bellevue	-76.82

La Residence Suite Hotel
Computer Check Register
January 1999 through ~~February 2000~~ 4/16/99

Date	Num	Name	Amount
Total Bank of America Checking			-51,013.17
TOTAL			**-51,013.17**

W

EXHIBIT 'W'

La Residence Suite Hotel
Manual Check Register
January ~~1999~~ 2000 through February 2000

Date	Num	Name	Amount
~~12/27/1999~~	~~1861~~	~~Costco~~	~~-138.44~~
12/27/1999	1862	James Largent	-200.00
12/28/1999	1863	Costco	-52.29
12/31/1999	1864	James Largent	-100.00
12/31/1999	1865	Vartan F. Vartanian	-350.00
12/31/1999	1866	Magid Khatibi	-271.78
12/31/1999	1867	Cyrus Khatibi	-475.61
~~12/31/1999~~			~~-617.83~~
1/2/2000	1874	Costco	-98.13
1/2/2000	1875	Cash	-100.00
1/3/2000	1876	Terminix International	-38.01
1/3/2000	1877	U.S. West Communic...	-67.07
1/3/2000	1878	AT & T	-514.64
1/3/2000	1879	U.S. West Direct	-52.60
1/3/2000	1880	Thyssen Sound Elev...	-215.66
1/3/2000	1881	G. Zamani	-3,000.00
1/3/2000	1882	MT. Hood Chemical ...	-448.41
1/3/2000	1883	James Largent	-200.00
1/5/2000	1884	Guardian Security Sy...	-113.37
1/5/2000	1885	Rosenbluth	-36.00
1/5/2000	1886	Boyd Coffee Company	-185.59
1/6/2000	1887	Terminix International	-38.01
1/7/2000	1888	U.S. West Direct	-125.51
1/7/2000	1889	James Largent	-150.00
1/10/2000	1890	Belgate Printing & Co...	-102.90
1/10/2000	1891	James Largent	-200.00
1/11/2000	1892	MBNA America	-300.00
1/12/2000	1893	American State Insur...	-651.17
1/12/2000	1894	The Seattle Times	-35.10
1/12/2000	1895	Puget Sound Energy	-1,700.70
1/12/2000	1896	The Seattle Times	-35.10
1/12/2000	1897	AT & T	-7.74
1/12/2000	1898	Brad Largent	-200.00
1/13/2000	1899	Costco	-83.51
1/14/2000	1900	Serve Pro	-1,000.00
1/31/2000			-647.08

La Residence Suite Hotel
Manual Check Register
January 1999 through February 2000

Date	Num	Name	Amount
Total Bank of America Checking			-205,142.66
TOTAL			**-205,142.66**

X

EXHIBIT 'X'

La Residence Suite Hotel

Zamani Personal Checking
List of Invoices Paid in the year 2000

Date	Num	Name	Split	Amount	Balance
01/13/2000	4363	Employment Security Department	Payroll Liabilities	-218.26	-218.26
01/17/2000	4350	Amir Ehsani	Payroll	-805.08	-1,023.34
01/17/2000	4351	Claudia S Galvan	Payroll	-314.79	-1,338.13
01/17/2000	4352	Hilario M. Mercado	Payroll	-596.28	-1,934.41
01/17/2000	4353	Margarita V Ramirez	Payroll	-398.14	-2,332.55
01/17/2000	4354	Tina S Truman	Payroll	-389.16	-2,721.71
01/17/2000	4355	Magid Khatibi	Interest On Notes Payable	-175.34	-2,897.05
01/17/2000	4356	Cyrus Khatibi	Interest On Notes Payable	-306.85	-3,203.90
01/17/2000	4357	Vartan F. Vartanian	Accounting	-350.00	-3,553.90
01/18/2000	4365	City of Bellevue	Sales Tax Payable	-94.97	-3,648.87
01/18/2000	4364	Washington State Department of Rev	Sales Tax Payable	-3,387.91	-7,036.78
01/18/2000	4358	Bank of America (La Res.)	Credit Card	-350.19	-7,386.97
01/18/2000	4359	Eagle Hardware & Garden	Building Repairs	-1,146.76	-8,533.73
01/18/2000	4360	Apex Travel	Commission	-24.00	-8,557.73
01/18/2000	4361	U.S. West Communications	Telephone	-1,213.06	-9,770.79
01/18/2000	4362	U.S. West Communications	Telephone	-118.06	-9,888.85
01/18/2000		Trsfr fr. La Cking	Bank of America Checking	9,500.00	-388.85
01/20/2000	4367	James Largent	Building Repairs	-300.00	-688.85
01/20/2000	4368	Cyrus Khatibi	Contract Payable	-35,000.00	-35,688.85
01/20/2000	4369	Magid Khatibi	Contract Payable	-20,000.00	-55,688.85
01/24/2000	4376	Department of Labor & Industries	Payroll Liabilities	-381.01	-56,069.86
01/24/2000	4378	James Largent	Building Repairs	-300.00	-56,369.86
01/25/2000	4379	Vartan F. Vartanian	Accounts Payable	-3,000.00	-59,369.86
01/27/2000	4382	First USA	Credit Card	-6,554.02	-65,923.88
01/27/2000	4383	Lucent Technologies Product Finance	Equipment Rental	-1,081.50	-67,005.38
01/27/2000	4384	Bank of America (La Res.)	Credit Card	-1,305.06	-68,310.44
01/27/2000	4385	Bank of America (Zamani)	Credit Card	-5,305.70	-73,616.14
01/28/2000		Trsfr fr. La Cking	Bank of America Checking	2,000.00	-71,616.14
01/30/2000	4398	Araceli Vargas Guzman	Payroll	-22.77	-71,638.91
01/30/2000	4399	Claudia S Galvan	Payroll	-119.52	-71,758.43
01/30/2000	4400	Margarita V Ramirez	Payroll	-65.41	-71,823.84
01/30/2000	6265	Tina S Truman	Payroll	-160.93	-71,984.77
02/09/2000	4435	Bank of America (LOC)	Credit Card	-4,505.34	-76,490.11
02/10/2000	4439	James Largent	Building Repairs	-200.00	-76,690.11
02/15/2000	4446	Security Safe & Lock, Inc.	Building Repairs	-2.88	-76,692.99
02/15/2000	4445	Eastside Disposal Service	Disposal	-224.99	-76,917.98
02/15/2000	4447	Eagle Hardware & Garden	Building Repairs	-295.46	-77,213.44
02/15/2000	4444	U.S. West Communications	Telephone	-26.30	-77,239.74
02/16/2000	4448	AT & T	Telephone	-735.88	-77,975.62
02/18/2000	4449	Bellevue City Treasurer	Water & Sewer	-2,452.94	-80,428.56
02/18/2000	4450	AT & T	Telephone	-161.51	-80,590.07
02/18/2000	4452	U.S. West Communications	Telephone	-141.86	-80,731.93
02/19/2000	4453	James Largent	Building Repairs	-150.00	-80,881.93
02/24/2000	4454	Washington State Department of Rev	Sales Tax Payable	-1,053.49	-81,935.42
03/19/2000	4470	Vartan F. Vartanian	Accounting	-350.00	-82,285.42
		PAID		**-82,285.42**	**-82,285.42**

EXHIBIT 'Y'

Y.

Y

La Residence Suite Hotel
Guitty Zamani Payroll Summary
January through December 1996

Date	Num	Name	Amount	Balance
Salary				
09/30/199	2139	Guitty Za...	10,000.00	10,000.00
10/14/199	2148	Guitty Za...	2,000.00	12,000.00
10/31/199	2173	Guitty Za...	2,000.00	14,000.00
11/17/199	2191	Guitty Za...	11,000.00	25,000.00
11/30/199	2217	Guitty Za...	2,500.00	27,500.00
12/16/199	2239	Guitty Za...	2,500.00	30,000.00
12/31/199	2254	Guitty Za...	2,500.00	32,500.00
Total Salary			32,500.00	32,500.00
TOTAL			**32,500.00**	**32,500.00**

La Residence Suite Hotel
Guitty Zamani Payroll Summary
January through December 1997

Date	Num	Name	Amount	Balance
Salary				
01/15/199	2282	Guitty Za...	2,500.00	2,500.00
01/31/199	2307	Guitty Za...	2,500.00	5,000.00
02/16/199	2339	Guitty Za...	2,500.00	7,500.00
02/28/199	2349	Guitty Za...	2,500.00	10,000.00
03/16/199	2374	Guitty Za...	2,500.00	12,500.00
03/31/199	2405	Guitty Za...	2,500.00	15,000.00
04/11/199	2427	Guitty Za...	2,500.00	17,500.00
04/30/199	2448	Guitty Za...	2,500.00	20,000.00
05/15/199	2473	Guitty Za...	2,500.00	22,500.00
05/31/199	2504	Guitty Za...	2,500.00	25,000.00
06/15/199	2525	Guitty Za...	2,500.00	27,500.00
06/30/199	2541	Guitty Za...	2,500.00	30,000.00
07/15/199	2573	Guitty Za...	2,500.00	32,500.00
07/31/199	2601	Guitty Za...	2,500.00	35,000.00
08/16/199	2625	Guitty Za...	2,500.00	37,500.00
08/31/199	2648	Guitty Za...	2,500.00	40,000.00
09/15/199	2661	Guitty Za...	2,500.00	42,500.00
09/30/199	2696	Guitty Za...	2,500.00	45,000.00
10/15/199	2722	Guitty Za...	2,500.00	47,500.00
10/31/199	2744	Guitty Za...	2,500.00	50,000.00
11/15/199	2765	Guitty Za...	2,500.00	52,500.00
11/30/199	2797	Guitty Za...	2,500.00	55,000.00
12/15/199	2813	Guitty Za...	2,500.00	57,500.00
12/31/199	2834	Guitty Za...	2,500.00	60,000.00
Total Salary			60,000.00	60,000.00
TOTAL			**60,000.00**	**60,000.00**

La Residence Suite Hotel
Guitty Zamani Payroll Summary
January through December 1998

Date	Num	Name	Amount	Balance
Salary				
01/15/199	2858	Guitty Za...	2,500.00	2,500.00
01/31/199	2869	Guitty Za...	2,500.00	5,000.00
02/15/199	2897	Guitty Za...	2,500.00	7,500.00
02/28/199	2915	Guitty Za...	2,500.00	10,000.00
03/01/199	2940	Guitty Za...	2,500.00	12,500.00
03/31/199	2964	Guitty Za...	2,500.00	15,000.00
04/15/199	2977	Guitty Za...	2,500.00	17,500.00
04/30/199	3002	Guitty Za...	2,500.00	20,000.00
05/16/199	3025	Guitty Za...	2,500.00	22,500.00
07/25/199	3131	Guitty Za...	2,500.00	25,000.00
07/30/199	3142	Guitty Za...	7,500.00	32,500.00
07/31/199	3149	Guitty Za...	2,500.00	35,000.00
08/15/199	3162	Guitty Za...	2,500.00	37,500.00
08/31/199	3189	Guitty Za...	2,500.00	40,000.00
09/15/199	3213	Guitty Za...	2,500.00	42,500.00
09/30/199	3224	Guitty Za...	2,500.00	45,000.00
10/15/199	3252	Guitty Za...	2,500.00	47,500.00
11/15/199	3289	Guitty Za...	2,500.00	50,000.00
Total Salary			50,000.00	50,000.00
TOTAL			**50,000.00**	**50,000.00**

La Residence Suite Hotel
Guitty Zamani Payroll Summary
January through December 1999

Date	Num	Name	Amount	Balance
Salary				
02/15/199	3404	Guitty Za...	2,500.00	2,500.00
02/28/199	3441	Guitty Za...	2,500.00	5,000.00
03/15/199	3459	Guitty Za...	2,500.00	7,500.00
03/31/199	3485	Guitty Za...	2,500.00	10,000.00
Total Salary			10,000.00	10,000.00
TOTAL			**10,000.00**	**10,000.00**

La Residence Suite Hotel
Guitty Zamani Salary Analysis
January 1998 through February 2000

Date	Num	Amount	Balance
Salary			
1/15/1998	2858	2,500.00	2,500.00
1/31/1998	2869	2,500.00	5,000.00
2/15/1998	2897	2,500.00	7,500.00
2/28/1998	2915	2,500.00	10,000.00
3/1/1998	2940	2,500.00	12,500.00
3/31/1998	2964	2,500.00	15,000.00
4/15/1998	2977	2,500.00	17,500.00
4/30/1998	3002	2,500.00	20,000.00
5/16/1998	3025	2,500.00	22,500.00
7/25/1998	3131	2,500.00	25,000.00
7/30/1998	3142	7,500.00	32,500.00
7/31/1998	3149	2,500.00	35,000.00
8/15/1998	3162	2,500.00	37,500.00
8/31/1998	3189	2,500.00	40,000.00
9/15/1998	3213	2,500.00	42,500.00
9/30/1998	3224	2,500.00	45,000.00
10/15/1998	3252	2,500.00	47,500.00
11/15/1998	3289	2,500.00	50,000.00
2/15/1999	3404	2,500.00	52,500.00
2/28/1999	3441	2,500.00	55,000.00
3/15/1999	3459	2,500.00	57,500.00
3/31/1999	3485	2,500.00	60,000.00
Total Salary		60,000.00	60,000.00
Federal Unemployment			
1/15/1998	2858	20.00	20.00
1/31/1998	2869	20.00	40.00
2/15/1998	2897	16.00	56.00
2/28/1998	2915	0.00	56.00
3/1/1998	2940	0.00	56.00
3/31/1998	2964	0.00	56.00
4/15/1998	2977	0.00	56.00
4/30/1998	3002	0.00	56.00
5/16/1998	3025	0.00	56.00
7/25/1998	3131	0.00	56.00
7/30/1998	3142	0.00	56.00
7/31/1998	3149	0.00	56.00
8/15/1998	3162	0.00	56.00
8/31/1998	3189	0.00	56.00
9/15/1998	3213	0.00	56.00
9/30/1998	3224	0.00	56.00
10/15/1998	3252	0.00	56.00
11/15/1998	3289	0.00	56.00
2/15/1999	3404	20.00	76.00
2/28/1999	3441	20.00	96.00
3/15/1999	3459	16.00	112.00
3/31/1999	3485	0.00	112.00
Total Federal Unemployment		112.00	112.00
Medicare Company			
1/15/1998	2858	36.25	36.25

La Residence Suite Hotel
Guitty Zamani Salary Analysis
January 1998 through February 2000

Date	Num	Amount	Balance
1/31/1998	2869	36.25	72.50
2/15/1998	2897	36.25	108.75
2/28/1998	2915	36.25	145.00
3/1/1998	2940	36.25	181.25
3/31/1998	2964	36.25	217.50
4/15/1998	2977	36.25	253.75
4/30/1998	3002	36.25	290.00
5/16/1998	3025	36.25	326.25
7/25/1998	3131	36.25	362.50
7/30/1998	3142	108.75	471.25
7/31/1998	3149	36.25	507.50
8/15/1998	3162	36.25	543.75
8/31/1998	3189	36.25	580.00
9/15/1998	3213	36.25	616.25
9/30/1998	3224	36.25	652.50
10/15/1998	3252	36.25	688.75
11/15/1998	3289	36.25	725.00
2/15/1999	3404	36.25	761.25
2/28/1999	3441	36.25	797.50
3/15/1999	3459	36.25	833.75
3/31/1999	3485	36.25	870.00
Total Medicare Company		870.00	870.00
Social Security Company			
1/15/1998	2858	155.00	155.00
1/31/1998	2869	155.00	310.00
2/15/1998	2897	155.00	465.00
2/28/1998	2915	155.00	620.00
3/1/1998	2940	155.00	775.00
3/31/1998	2964	155.00	930.00
4/15/1998	2977	155.00	1,085.00
4/30/1998	3002	155.00	1,240.00
5/16/1998	3025	155.00	1,395.00
7/25/1998	3131	155.00	1,550.00
7/30/1998	3142	465.00	2,015.00
7/31/1998	3149	155.00	2,170.00
8/15/1998	3162	155.00	2,325.00
8/31/1998	3189	155.00	2,480.00
9/15/1998	3213	155.00	2,635.00
9/30/1998	3224	155.00	2,790.00
10/15/1998	3252	155.00	2,945.00
11/15/1998	3289	155.00	3,100.00
2/15/1999	3404	155.00	3,255.00
2/28/1999	3441	155.00	3,410.00
3/15/1999	3459	155.00	3,565.00
3/31/1999	3485	155.00	3,720.00
Total Social Security Comp...		3,720.00	3,720.00
L&I - Desk Clerk - Company			
1/15/1998	2858	3.94	3.94
1/31/1998	2869	3.94	7.88
2/15/1998	2897	3.94	11.82

La Residence Suite Hotel
Guitty Zamani Salary Analysis
January 1998 through February 2000

Date	Num	Amount	Balance
2/28/1998	2915	3.94	15.76
3/1/1998	2940	3.94	19.70
3/31/1998	2964	3.94	23.64
4/15/1998	2977	3.94	27.58
4/30/1998	3002	3.94	31.52
5/16/1998	3025	3.94	35.46
7/25/1998	3131	3.94	39.40
7/30/1998	3142	11.83	51.23
7/31/1998	3149	3.94	55.17
8/15/1998	3162	3.94	59.11
8/31/1998	3189	3.94	63.05
9/15/1998	3213	3.94	66.99
9/30/1998	3224	3.94	70.93
10/15/1998	3252	3.94	74.87
11/15/1998	3289	3.94	78.81
2/15/1999	3404	3.94	82.75
2/28/1999	3441	3.94	86.69
3/15/1999	3459	3.94	90.63
3/31/1999	3485	3.94	94.57
Total L&I - Desk Clerk - Co...		94.57	94.57
SUTA			
1/15/1998	2858	30.00	30.00
1/31/1998	2869	30.00	60.00
2/15/1998	2897	30.00	90.00
2/28/1998	2915	30.00	120.00
3/1/1998	2940	30.00	150.00
3/31/1998	2964	30.00	180.00
4/15/1998	2977	30.00	210.00
4/30/1998	3002	30.00	240.00
5/16/1998	3025	30.00	270.00
7/25/1998	3131	30.00	300.00
7/30/1998	3142	90.00	390.00
7/31/1998	3149	30.00	420.00
8/15/1998	3162	30.00	450.00
8/31/1998	3189	30.00	480.00
9/15/1998	3213	30.00	510.00
9/30/1998	3224	30.00	540.00
10/15/1998	3252	30.00	570.00
11/15/1998	3289	30.00	600.00
2/15/1999	3404	30.00	630.00
2/28/1999	3441	30.00	660.00
3/15/1999	3459	30.00	690.00
3/31/1999	3485	30.00	720.00
Total SUTA		720.00	720.00
TOTAL		**65,516.57**	**65,516.57**

Z

EXHIBIT 'Z'

Attraction's Hair Salon owned by Zamani in Redmond

1047

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

10-24 1996 19-2/1250

PAY TO THE ORDER OF Attraction Hair Salon $ 1000.00

One Thousend DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR Loan to Attraction Equitta Zamani

"001047" 1:125000241: 75470 013"

1066

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

12-12 1996 19-2/1250

PAY TO THE ORDER OF Attraction Hair Salon $ 500.00

Five Hundred DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR Loan Equitta Zamani

"001066" 1:125000241: 75470 013" "000050000"

"loans" unrepaid to Hair Salon owned by Zamani

② Attraction Hair Salon
Loan $6,500
97 5000
96 1500

Zamani owns
loans made to

1070

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

19-2/1250

1-22 19 97

PAY TO THE ORDER OF Attraction Hair Salon $ 2ccc-cc

Two Thousand DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR Loan to Attraction Equitte-Zamani

⑈001070⑈ ⑆125000241⑆ 75470 013 ⑈0000200800⑈

1128

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

19-2/1

8-25 19 97

PAY TO THE ORDER OF Attractions Salon Inc $ 3000

Three Thousand DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR Loan. Equitte-Zamani

⑈001128⑈ ⑆125000241⑆ 75470 013 ⑈0000300000⑈

UNIFIED BUSINESS IDENTIFIER
6 540 909 000

STATE OF WASHINGTON
EMPLOYMENT SECURITY DEPARTMENT

TAX RATE NOTICE

ATTRACTIONS SALON INC
8080 160TH AVE NE
REDMOND WA 98052-3810

A

ES REFERENCE #	MAILING DATE
798939 00 2	11/28/97

IMPORTANT NOTICE: A REQUEST FOR REVIEW OF YOUR TAX RATE MUST BE MADE IN WRITING NO LATER THAN 30 DAYS FROM THE MAILING DATE. PER RCW 50.29.070.

ANNUAL TAXABLE WAGE BASE FOR EACH EMPLOYEE	TAX RATE	TO CALCULATE YOUR TOTAL QUARTERLY TAX DUE FOR 1998 ADD THE FOLLOWING:
$22,500	1.38% 0.02%	UNEMPLOYMENT INSURANCE TAX RATE CLAIMANT PLACEMENT PROJECT

YOUR TAX RATE DETERMINATION IS BASED ON THE FOLLOWING METHOD:
REGULAR TAXABLE EMPLOYER EXPERIENCE RATE CALCULATION.

THE FOLLOWING INFORMATION WAS USED TO DETERMINE YOUR TAX RATE FOR 1998:

	BENEFIT CHARGES		TAXABLE WAGES
EXPERIENCE YEAR	$ AMOUNT		$ AMOUNT
7/1/96-6/30/97	0.00		19,617.60
7/1/95-6/30/96	493.88		21,531.02
7/1/94-6/30/95	0.00		41,742.74
7/1/93-6/30/94	0.00		8,092.88
TOTAL	$493.88	÷	$90,984.24 = .005428

1998 BENEFIT RATIO

A BENEFIT RATIO OF .005428 QUALIFIES FOR A TAX RATE CLASS OF 07 FOR 1998

DEFINITIONS:

BENEFIT CHARGES: YOUR SHARE OF UNEMPLOYMENT BENEFITS PAID TO YOUR FORMER EMPLOYEES WHICH ARE CHARGEABLE TO YOUR EXPERIENCE RATING ACCOUNT.

TAXABLE WAGES: THE WAGES REPORTED BY YOUR BUSINESS AND USED IN THE CALCULATION OF YOUR TAX RATE.

BENEFIT RATIO: THE MEASUREMENT OF YOUR PAST EXPERIENCE WITH UNEMPLOYMENT WHICH FORMS THE BASIS OF ASSIGNING TAX RATES.

FOR QUESTIONS CONCERNING YOUR TAX RATE NOTICE, CONTACT:

EMPLOYMENT SECURITY DEPARTMENT
BELLEVUE TAX OFFICE
14711 NE 29TH PLACE
BELLEVUE WA 98007
(425) 455-7136

FOR CORRECTIONS TO INFORMATION USED TO CALCULATE YOUR TAX RATE, CONTACT:

EMPLOYMENT SECURITY DEPARTMENT
EXPERIENCE RATING UNIT
P O BOX 9046
OLYMPIA WA 98507-9046
1-360-902-9670
1-360-902-9202 FAX

AA

EXHIBIT 'AA'

BELLEVUE, WA 98004

9-13 1997 19-2/1250

PAY TO THE ORDER OF Mrs Shirin Moeini $ 4500.00

Four Thousand five Hundred DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR equity - Samane

⑈001125⑈ ⑆125000241⑆ 75470 013 ⑈00004500000⑈

112 ✓

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

1125

9-13 97 19-2/1

Mrs Shirin Moeini 4500.00

Four Thousand five Hundred

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

Loan to Shirin

[redacted]

⑈001125⑈ ⑆125000241⑆ 75470 013 NOT NEGOTIABLE

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

1135 ✓

9-17 1997 19-2/1250

PAY TO THE ORDER OF Mrs. Shirin Rihai $ 4000.00

Four Thousand DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR Loan equity - Samane

⑈001135⑈ ⑆125000241⑆ 75470 013 ⑈00004000000⑈

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

1141 ✓

10-14 1997 19-2/1250

PAY TO THE ORDER OF Mrs Shirin Moeini $ 4000.00

Four Thousand DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR Loan equity - Samane

⑈001141⑈ ⑆125000241⑆ 75470 013 ⑈00004000000⑈

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

1046

10-23 1996

19-2/1250

OF Cash. $ 5000-00

Five Thousend DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

Loan to Shirin

equitte - Jamane

⑈001046⑈ ⑆125000024⑆ 75470 013⑈ ⑈0000500000⑈

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

1122

8-7 97

19-2/1250

S & S Auto 3000.00

Three Thousend

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

[redacted]

Loan to S&S

⑈001122⑈ ⑆125000024⑆ 75470 013⑈ NOT NEGOTIABLE

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

1123

8-7 1997

19-2/1250

PAY TO THE ORDER OF Mrs. Shirin Moeini $ 3000.00

Three Thousend DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR

equitte - Jamane

⑈001123⑈ ⑆125000024⑆ 75470 013⑈ ⑈0000300000⑈

BB

EXHIBIT 'BB'

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

1082

19-2/125

3-7 1997

PAY TO THE ORDER OF Steve Kalilimoku $ 500-00

Five Hundred DOLLARS

SEAFIRST BANK
Bellevue Branch 008007
P.O. Box 907
Bellevue, WA 98009

FOR Front Desk & Conferance Table & Chair

06011103 03/10/97 500.00
754 [illegible]

Ca Thu Zamanie

⑈001082⑈ ⑆125000024⑆ 75470 013⑈ ⑈0000050000

GUARDIAN & SAFETY ©CLARKE AMERICAN BA

lived in hotel for 8 months w/ wife + children
in 2 bedrm suite
brother-in-law

c

no charge to tele call to Iran
no payment $36,000 - no $
~~[illegible]~~
Feb - Sept

#2002

son worked for hotel - pay checks attached
to show address where they were
all living.

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVENUE NE
BELLEVUE, WASHINGTON 98004
PHONE 455-1475

SEAFIRST BANK
MEMBER FDIC
BELLEVUE BRANCH 006007
P.O. BOX 907 BELLEVUE, WA 98009

19-2/1250

306

6/16/98

$ **152.21

PAY TO THE ORDER OF **Franz H. Kalilimoku**

DOLL

One Hundred Fifty-Two and 21/100********

Franz H. Kalilimoku
425 100th Ave. N.E. # 202
Bellevue, WA 98004

AUTHORIZED SIGNATURE

MEMO **6/1/98 - 6/15/98**

⑈125000241⑈ 75470 013⑈ ⑈00000152⑈

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVENUE NE
BELLEVUE, WASHINGTON 98004
PHONE 455-1475

SEAFIRST BANK
MEMBER FDIC
BELLEVUE BRANCH 006007
P.O. BOX 907 BELLEVUE, WA 98009

19-2/1250

30

6/30/98

$ **76.84

PAY TO THE ORDER OF **Franz H. Kalilimoku**

Seventy-Six and 84/100********

Franz H. Kalilimoku
425 100th Ave. N.E. # 202
Bellevue, WA 98004

AUTHORIZED SIGNATURE

MEMO **6/16/98 - 6/30/98**

⑈125000241⑈ 75470 013⑈ ⑈000000

(aka Steve Kalilimoku)

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVENUE NE
BELLEVUE, WASHINGTON 98004
PHONE 455-1475

SEAFIRST BANK
MEMBER FDIC
BELLEVUE BRANCH 006007
P.O. BOX 907 BELLEVUE, WA 98009

19-2/1250

3034

5/17/98

PAY TO THE ORDER OF **Franz H. Kalilimoku**

$ **144.67

DOLLARS

One Hundred Forty-Four and 67/100**********

Franz H. Kalilimoku
425 100th Ave. N.E. # 202
Bellevue, WA 98004

MEMO 5/1/98 - 5/15/98

AUTHORIZED SIGNATURE

⑈003034⑈ ⑆125000241⑆ 75470 013⑈ ⑈00000144667

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVENUE NE
BELLEVUE, WASHINGTON 98004
PHONE 455-1475

SEAFIRST BANK
MEMBER FDIC
BELLEVUE BRANCH 006007
P.O. BOX 907 BELLEVUE, WA 98009

19-2/1250

3050

5/31/98

PAY TO THE ORDER OF **Franz H. Kalilimoku**

$ **268.64

DOLLARS

Two Hundred Sixty-Eight and 64/100**********

Franz H. Kalilimoku
425 100th Ave. N.E. # 202
Bellevue, WA 98004

CC

EXHIBIT 'CC'

Daughter's ex-boyfriend

87

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

1142

10-17 19 97 19-2/1250

PAY TO THE ORDER OF Robert Delach $2000.00

Two Thousend DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR Fox Woods equity - January

⑈001142⑈ ⑆125000241⑆ 75470 013⑈ ⑈0000200000⑈

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

1151

11-5 19 97 19-2/1250

PAY TO THE ORDER OF Mr. Robert Delach $2000.00

Two Thousend DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR Replaced The Deck equity - January

⑈001151⑈ ⑆125000241⑆ 75470 013⑈ ⑈0000200000⑈

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

1168

12-25 19 97 19-2/1250

PAY TO THE ORDER OF Robert Delach $ 50.00

Fifty DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR Christmass Gift equity - January

⑈001168⑈ ⑆125000241⑆ 75470 013⑈ ⑈0000005000⑈

EXHIBIT 'DD'

DD

La Residence Suite Hotel

Monthly Profit and Loss

June through December 1996

	Jun '96	Jul '96	Aug '96	Sep '96	Oct '96	Nov '96	Dec '96	TOTAL
Ordinary Income/Expense								
Income								
Fee Income	35,716.47	53,114.65	53,344.78	47,767.83	46,776.09	40,700.60	37,152.29	314,572.71
Total Income	35,716.47	53,114.65	53,344.78	47,767.83	46,776.09	40,700.60	37,152.29	314,572.71
Expense								
Advertising	744.49	582.45	447.88	498.00	721.35	1,171.95	0.00	4,166.12
Automobile Expense	10.00	0.00	0.00	0.00	0.00	10.00	0.00	20.00
Bank Service Charges	0.00	30.00	0.00	0.00	1,094.62	38.21	0.00	1,162.83
Commission	0.00	0.00	70.50	0.00	19.00	114.40	109.50	313.40
Credit Charge Discounts	0.00	1,128.89	976.63	959.09	285.51	795.94	1,081.61	5,227.67
Equipment Rental	0.00	905.56	190.19	903.39	190.19	190.19	190.19	2,569.71
Food	277.10	914.40	620.63	192.40	446.29	302.26	401.09	3,154.17
Insurance	0.00	0.00	0.00	3,025.29	11.93	0.00	0.00	3,037.22
Interest Expense	0.00	1,403.84	713.43	690.41	713.43	690.41	713.43	4,924.95
Licenses and Permits	0.00	0.00	70.00	20.00	0.00	110.00	0.00	200.00
Payroll Expenses	0.00	15,623.31	5,096.81	27,155.38	12,908.87	23,103.49	11,453.86	95,341.72
Postage and Delivery	16.00	16.00	16.00	25.60	28.80	16.00	10.50	128.90
Professional Fees	475.00	350.00	3,350.00	2,350.00	350.00	1,850.00	350.00	9,075.00
Rent / Lease Hotel	0.00	20,124.55	10,089.37	10,089.37	10,115.98	10,115.98	10,115.98	70,651.23
Repairs and Maintenance	512.57	1,048.38	217.58	276.40	1,261.02	1,414.54	539.19	5,269.68
Supplies	215.55	328.29	787.62	672.97	812.45	761.94	2,050.75	5,629.57
Taxes	0.00	0.00	0.00	529.42	325.04	157.72	143.75	1,155.93
Telephone	487.68	2,242.11	1,486.44	1,107.18	0.57	4,012.61	1,484.94	10,821.53
Utilities	2,196.52	3,858.44	2,335.70	3,668.85	1,618.07	4,402.72	2,552.62	20,632.92
Total Expense	4,934.91	48,556.22	26,468.78	52,163.75	30,903.12	49,258.36	31,197.41	243,482.55
Net Ordinary Income	30,781.56	4,558.43	26,876.00	(4,395.92)	15,872.97	(8,557.76)	5,954.88	71,090.16
Other Income/Expense								
Other Income								
Cash Over (Short)	0.00	0.00	(19.66)	0.00	0.00	0.00	(38.31)	(57.9
Interest Income	9.07	40.67	45.27	66.70	76.64	36.81	34.08	309.24
Other Income	0.00	0.00	0.76	0.00	0.00	0.00	0.00	0.76
Total Other Income	9.07	40.67	26.37	66.70	76.64	36.81	(4.23)	252.03
Other Expense								
Other Expenses	0.00	45.73	0.00	0.00	0.00	0.00	0.00	45.73
Total Other Expense	0.00	45.73	0.00	0.00	0.00	0.00	0.00	45.73
Net Other Income	9.07	(5.06)	26.37	66.70	76.64	36.81	(4.23)	206.30
Net Income	**30,790.63**	**4,553.37**	**26,902.37**	**(4,329.22)**	**15,949.61**	**(8,520.95)**	**5,950.65**	**71,296.46**

E.E.

EE

EXHIBIT 'EE'

FF

EXHIBIT 'FF'

09/28/98

La Residence Suite Hotel

Monthly Profit and Loss

June 13 through December 31, 1996

	Jun 13 - 30, '96	Jul '96	Aug '96	Sep '96	Oct '96	Nov '96	Dec '96	TOTAL
Ordinary Income/Expense								
Income								
Fee Income	35,716.47	53,114.65	53,344.78	47,767.83	46,776.09	40,700.60	37,152.29	314,572.71
Total Income	35,716.47	53,114.65	53,344.78	47,767.83	46,776.09	40,700.60	37,152.29	314,572.71
Expense								
Advertising	744.49	662.45	447.88	498.00	721.35	1,171.95	573.10	4,739.22
Automobile Expense	10.00	0.00	0.00	0.00	0.00	10.00	0.00	20.00
Bank Service Charges	0.00	30.00	0.00	0.00	1,094.62	38.21	0.00	1,162.83
Commission	0.00	0.00	70.50	0.00	19.00	114.40	109.50	313.40
Credit Charge Discounts	0.00	1,128.89	976.63	959.09	285.51	795.94	1,137.00	5,283.06
Equipment Rental	0.00	905.56	190.19	903.39	190.19	190.19	190.19	2,569.71
Food	277.10	914.40	620.63	192.40	446.29	302.26	401.09	3,154.17
Insurance	0.00	0.00	0.00	3,025.29	11.93	0.00	0.00	3,037.22
Interest Expense	0.00	1,403.84	713.43	690.41	713.43	690.41	713.43	4,924.95
Licenses and Permits	0.00	0.00	70.00	20.00	0.00	110.00	0.00	200.00
Payroll Expenses	0.00	16,623.31	6,096.81	27,155.36	12,908.87	23,103.49	11,453.86	95,341.72
Postage and Delivery	16.00	16.00	16.00	25.60	28.80	16.00	10.50	128.90
Professional Fees	475.00	350.00	3,350.00	2,350.00	350.00	1,850.00	(6,150.00)	2,575.00
Rent / Lease Hotel	10,035.18	20,124.55	10,089.37	10,089.37	10,115.98	10,115.98	66,232.72	126,767.97
Repairs and Maintenance	512.57	1,048.38	217.58	276.40	1,261.02	1,414.54	1,284.94	6,015.43
Supplies	215.55	328.29	787.62	672.97	812.45	761.94	2,050.75	5,629.57
Taxes	0.00	0.00	0.00	529.42	326.04	157.72	40,542.04	41,554.22
Telephone	467.68	2,242.11	1,486.44	1,107.18	0.57	4,012.61	3,374.82	12,711.41
Utilities	2,196.52	3,858.44	2,335.70	3,668.65	1,618.07	4,402.72	3,040.30	21,120.60
Total Expense	4,934.91	48,556.22	26,468.78	52,163.75	30,903.12	49,258.36	124,064.24	337,249.38
Net Ordinary Income	30,781.56	4,558.43	26,876.00	(4,395.92)	15,872.97	(8,557.76)	(87,811.95)	(22,676.67)
Other Income/Expense								
Other Income								
Cash Over (Short)	0.00	0.00	(19.66)	0.00	0.00	0.00	(38.31)	(57.97)
Interest Income	9.07	40.67	45.27	66.70	76.64	36.81	34.08	309.24
Other Income	0.00	0.00	0.76	0.00	0.00	0.00	0.00	0.76
Total Other Income	9.07	40.67	26.37	66.70	76.64	36.81	(4.23)	252.03
Other Expense								
Other Expenses	0.00	45.73	0.00	0.00	0.00	0.00	0.00	45.73
Total Other Expense	0.00	45.73	0.00	0.00	0.00	0.00	0.00	45.73
Net Other Income	9.07	(5.06)	26.37	66.70	76.64	36.81	(4.23)	206.30
Net Income	30,790.63	4,553.37	26,902.37	(4,329.22)	15,949.61	(8,520.95)	(87,816.18)	(22,470.37)

La Residence Suite Hotel
Transaction Detail By Account
January through December 1996

Type	Date	Num	Name	Amount	Balance
Hourly					
Paycheck	10/14/1996	2153	Nosratollah C. Khatibi	560.00	560.00
Paycheck	10/31/1996	2178	Nosratollah C. Khatibi	424.00	984.00
Paycheck	11/17/1996	2196	Nosratollah C. Khatibi	436.00	1,420.00
Paycheck	11/30/1996	2221	Nosratollah C. Khatibi	400.00	1,820.00
Paycheck	12/16/1996	2244	Nosratollah C. Khatibi	403.60	2,223.60
Paycheck	12/31/1996	2259	Nosratollah C. Khatibi	424.00	2,647.60
Total Hourly				2,647.60	2,647.60
TOTAL				**2,647.60**	**2,647.60**

AKA "CYRUS KHATIBI"

La Residence Suite Hotel
Transaction Detail By Account
January through December 1997

Type	Date	Num	Name	Amount	Balance
Hourly					
Paycheck	01/15/1997	2287	Nosratollah C. Khatibi	400.00	400.00
Paycheck	01/31/1997	2312	Nosratollah C. Khatibi	488.00	888.00
Paycheck	02/16/1997	2338	Nosratollah C. Khatibi	424.00	1,312.00
Paycheck	02/28/1997	2354	Nosratollah C. Khatibi	344.00	1,656.00
Paycheck	03/16/1997	2379	Nosratollah C. Khatibi	456.00	2,112.00
Paycheck	03/26/1997	2395	Nosratollah C. Khatibi	114.00	2,226.00
Paycheck	03/31/1997	2410	Nosratollah C. Khatibi	575.00	2,801.00
Paycheck	04/11/1997	2432	Nosratollah C. Khatibi	500.00	3,301.00
Paycheck	04/30/1997	2453	Nosratollah C. Khatibi	560.00	3,861.00
Paycheck	05/15/1997	2478	Nosratollah C. Khatibi	510.00	4,371.00
Paycheck	05/31/1997	2500	Nosratollah C. Khatibi	270.00	4,641.00
Paycheck	06/15/1997	2530	Nosratollah C. Khatibi	540.00	5,181.00
Paycheck	06/30/1997	2545	Nosratollah C. Khatibi	510.00	5,691.00
Paycheck	07/15/1997	2578	Nosratollah C. Khatibi	645.00	6,336.00
Paycheck	07/31/1997	2606	Nosratollah C. Khatibi	310.00	6,646.00
Paycheck	08/16/1997	2630	Nosratollah C. Khatibi	360.00	7,006.00
Paycheck	08/31/1997	2653	Nosratollah C. Khatibi	610.00	7,616.00
Paycheck	09/15/1997	2666	Nosratollah C. Khatibi	610.00	8,226.00
Paycheck	09/30/1997	2701	Nosratollah C. Khatibi	620.00	8,846.00
Paycheck	10/15/1997	2727	Nosratollah C. Khatibi	540.00	9,386.00
Paycheck	10/31/1997	2749	Nosratollah C. Khatibi	590.00	9,976.00
Paycheck	11/15/1997	2769	Nosratollah C. Khatibi	610.00	10,586.00
Paycheck	11/30/1997	2801	Nosratollah C. Khatibi	540.00	11,126.00
Paycheck	12/15/1997	2817	Nosratollah C. Khatibi	580.00	11,706.00
Paycheck	12/31/1997	2838	Nosratollah C. Khatibi	570.00	12,276.00
Total Hourly				12,276.00	12,276.00
TOTAL				**12,276.00**	**12,276.00**

La Residence Suite Hotel
Transaction Detail By Account
January through December 1998

Type	Date	Num	Name	Amount	Balance
Hourly					
Paycheck	01/15/1998	2862	Nosratollah C. Khatibi	500.00	500.00
Paycheck	01/31/1998	2873	Nosratollah C. Khatibi	610.00	1,110.00
Paycheck	02/15/1998	2899	Nosratollah C. Khatibi	500.00	1,610.00
Paycheck	02/28/1998	2917	Nosratollah C. Khatibi	500.00	2,110.00
Paycheck	03/01/1998	2942	Nosratollah C. Khatibi	500.00	2,610.00
Paycheck	03/31/1998	2966	Nosratollah C. Khatibi	640.00	3,250.00
Paycheck	04/15/1998	2979	Nosratollah C. Khatibi	500.00	3,750.00
Paycheck	04/30/1998	3004	Nosratollah C. Khatibi	530.00	4,280.00
Paycheck	05/16/1998	3027	Nosratollah C. Khatibi	380.00	4,660.00
Paycheck	06/30/1998	3096	Nosratollah C. Khatibi	294.50	4,954.50
Paycheck	07/15/1998	3119	Nosratollah C. Khatibi	550.00	5,504.50
Paycheck	07/31/1998	3151	Nosratollah C. Khatibi	630.00	6,134.50
Paycheck	08/15/1998	3164	Nosratollah C. Khatibi	560.00	6,694.50
Paycheck	08/31/1998	3192	Nosratollah C. Khatibi	665.00	7,359.50
Paycheck	09/15/1998	3216	Nosratollah C. Khatibi	520.00	7,879.50
Paycheck	09/30/1998	3227	Nosratollah C. Khatibi	490.00	8,369.50
Paycheck	10/15/1998	3255	Nosratollah C. Khatibi	480.00	8,849.50
Paycheck	10/31/1998	3277	Nosratollah C. Khatibi	408.00	9,257.50
Paycheck	11/15/1998	3292	Nosratollah C. Khatibi	320.00	9,577.50
Paycheck	11/30/1998	3300	Nosratollah C. Khatibi	400.00	9,977.50
Paycheck	12/16/1998	3330	Nosratollah C. Khatibi	448.00	10,425.50
Paycheck	12/31/1998	3337	Nosratollah C. Khatibi	412.00	10,837.50
Total Hourly				10,837.50	10,837.50
TOTAL				**10,837.50**	**10,837.50**

La Residence Suite Hotel
Transaction Detail By Account
January through December 1999

Type	Date	Num	Name	Amount	Balance
Hourly					
Paycheck	01/15/1999	3378	Nosratollah C. Khatibi	380.00	380.00
Paycheck	01/31/1999	3384	Nosratollah C. Khatibi	400.00	780.00
Paycheck	02/15/1999	3407	Nosratollah C. Khatibi	420.00	1,200.00
Paycheck	02/28/1999	3443	Nosratollah C. Khatibi	308.00	1,508.00
Paycheck	03/15/1999	3461	Nosratollah C. Khatibi	444.00	1,952.00
Paycheck	03/31/1999	3487	Nosratollah C. Khatibi	528.00	2,480.00
Paycheck	04/15/1999	3492	Nosratollah C. Khatibi	652.00	3,132.00
Paycheck	04/30/1999	1410	Nosratollah C. Khatibi	624.00	3,756.00
Paycheck	05/15/1999	1433	Nosratollah C. Khatibi	652.00	4,408.00
Paycheck	05/31/1999	1462	Nosratollah C. Khatibi	752.00	5,160.00
Paycheck	06/16/1999	1483	Nosratollah C. Khatibi	776.00	5,936.00
Paycheck	06/30/1999	1509	Nosratollah C. Khatibi	744.00	6,680.00
Paycheck	07/16/1999	1550	Nosratollah C. Khatibi	784.00	7,464.00
Paycheck	07/31/1999	1595	Nosratollah C. Khatibi	776.00	8,240.00
Paycheck	08/15/1999	1624	Nosratollah C. Khatibi	688.00	8,928.00
Paycheck	08/31/1999	1659	Nosratollah C. Khatibi	728.00	9,656.00
Paycheck	09/16/1999	1682	Nosratollah C. Khatibi	456.00	10,112.00
Paycheck	09/30/1999	1708	Nosratollah C. Khatibi	728.00	10,840.00
Paycheck	10/15/1999	1733	Nosratollah C. Khatibi	128.00	10,968.00
Total Hourly				10,968.00	10,968.00
TOTAL				**10,968.00**	**10,968.00**

GG

EXHIBIT 'GG'

La Residence Suite Hotel

Zamani Personal Checking
List of Invoices Paid in the year 2000

Date	Num	Name	Split	Amount	Balance
Invoices have not been paid:					
	495	Vartan F. Vartanian	Accounting	-90.00	-90.00
		Int. Charges on past due invoices	Accounting	-322.10	-412.10
	502	Vartan F. Vartanian	Accounting	-350.00	-762.10
	513	Vartan F. Vartanian	Accounting	-2,100.00	-2,862.10
		Wells Fargo as of 3/12/00		-27,060.55	-29,922.65
		TO BE PAID		**-29,922.65**	**-29,922.65**

LA RESIDENCE SUITE HOTEL
GUITTY ZA VI
Statement C ng Date: 02/16/00

152

Account No. 5474 6401 3080 5392

WELLS FARGO

BUSINESSLINE ® STATEMENT

National Business Banking Center, 24-Hour Access
1-800-CALL WELLS (1-800-225-5935)

TRANSACTIONS

Date	Reference No.	Description	Am
02/12	F182100DU00CHGDDA	AUTOMATIC PAYMENT - THANK YOU	-3
02/16		*FINANCE CHARGE*	329.

TOTAL *FINANCE CHARGE* BILLED IN 1999 $3973.62
TOTAL *FINANCE CHARGE* PAID IN 1999 $3974.12

$ 329.56 WILL BE DEDUCTED FROM YOUR ACCOUNT AND CREDITED AS YOUR AUTOMATIC PAYMENT ON 03/12/00. THE AUTOMATIC PAYMENT AMOUNT WILL BE REDUCED BY ALL PAYMENTS POSTED ON OR BEFORE THIS DATE.

ACCOUNT SUMMARIES

126

CREDIT LINE SUMMARY		NEW BALANCE SUMMARY		PAYMENT SUMMARY	
Credit Limit	$30,000	Previous Balance	$27,105.39	Current Due	$32
Available Credit	**$2,939**	Payments/Credits	- 374.40	**Payment Due**	**03/1**
		Purchases	0.00		
		Checks/Advances	0.00		
		Finance/Other Activity	329.56		
		New Balance	**$27,060.55**	Days in billing cycle	

FINANCE CHARGE SUMMARY

	Average Daily Balance (ADB)	Periodic FINANCE CHARGE on ADB	ANNUAL PERCENTAGE RATE	Daily PERIOD Rate
Purchases	$7,928.31	$96.06	15.25%	.04178%
Advances	$19,271.61	$233.50	15.25%	.04178%

5596 MOD 1 12 7 Page 1 of 1 1821 4000 BL10 0022 000216 O1AB5596

BUSINESSLINE ® PAYMENT COUPON

MOD

Detach and mail with check payable to Wells Fargo. Use the enclosed envelope.

Account No. 5474 6401 3080 5392

Print address/phone changes below:

Home ( )
Work ( )
E-Mail :

Payment Due	03/1
New Balance	$27,06
Current Due	$32
Payment Enclosed	$.

1547464013080539200329562706055

WF PROCESSING CENTER
PO BOX 29706
PHOENIX, AZ 85038-9706

52724
LA RESIDENCE SUITE HOTEL
GUITTY ZAMANI
475 100TH AVE NE
BELLEVUE WA 98004-5433

152

LA RESIDENCE SUITE HOTEL
GUITTY Z/ NI
Statement C..ing Date: 01/18/00

Account No. 5474 6401 3080 5392

WELLS FARGO

BUSINESSLINE ® STATEMENT

National Business Banking Center, 24-Hour Access
1-800-CALL WELLS (1-800-225-5935)

TRANSACTIONS

Date	Reference No.	Description	Amo
01/10	F182100CU00CHGDDA	AUTOMATIC PAYMENT - THANK YOU	- 484
01/18		*FINANCE CHARGE*	374

TOTAL *FINANCE CHARGE* BILLED IN 1999 $3973.62
TOTAL *FINANCE CHARGE* PAID IN 1999 $3974.12

$ 374.40 WILL BE DEDUCTED FROM YOUR ACCOUNT AND CREDITED AS YOUR AUTOMATIC PAYMENT ON 02/12/00. THE AUTOMATIC PAYMENT AMOUNT WILL BE REDUCED BY ALL PAYMENTS POSTED ON OR BEFORE THIS DATE.

ACCOUNT SUMMARIES

CREDIT LINE SUMMARY		NEW BALANCE SUMMARY		PAYMENT SUMMARY	
Credit Limit	$30,000	Previous Balance	$27,215.70	Current Due	$374.
Available Credit	$2,894	Payments/Credits	- 484.71	**Payment Due**	02/12
		Purchases	0.00		
		Checks/Advances	0.00		
		Finance/Other Activity	374.40		
		New Balance	$27,105.39	Days in billing cycle	

FINANCE CHARGE SUMMARY

	Average Daily Balance (ADB)	Periodic FINANCE CHARGE on ADB	ANNUAL PERCENTAGE RATE	Daily PERIODIC Rate
Purchases	$7,915.50	$109.13	15.25%	.04178%
Advances	$19,240.47	$265.27	15.25%	.04178%

5596 MOD 1 12 7 Page 1 of 1 1821 4000 BL10 0005 000118 01AB5596 47

BUSINESSLINE ® PAYMENT COUPON

Detach and mail with check payable to Wells Fargo. Use the enclosed envelope.

Account No. 5474 6401 3080 5392

Print address/phone changes below:

Home ( )

Work ( )

E-Mail :

Payment Due	02/12
New Balance	$27,105.
Current Due	$374.
Payment Enclosed	$.

1547464013080539200374402710539

WF PROCESSING CENTER
PO BOX 29706
PHOENIX, AZ 85038-9706

47960
LA RESIDENCE SUITE HOTEL
GUITTY ZAMANI
475 100TH AVE NE
BELLEVUE WA 98004-5433

LA RESIDENCE SUITE HOTEL
GUITTY ZAM
Statement Closing Date: 12/16/99

Account No. 5474 6401 3080 5392

BUSINESSLINE ® STATEMENT

WELLS FARGO

2M 1105-39 Feb

374.4

National Business Banking Center, 24-Hour Access
1-800-CALL WELLS (1-800-225-5935)

FOR YOUR ATTENTION

PLEASE NOTE A CHANGE IN TERMS TO YOUR CUSTOMER AGREEMENT TO BE REFLECTED ON THE NEXT COPY YOU RECEIVE: WE CAN REDUCE THE AMOUNT OF YOUR CREDIT LINE WITHOUT NOTICE TO YOU EXCEPT IN SITUATIONS WHERE NOTICE IS REQUIRED BY LAW. AT OUR DISCRETION WE MAY PLACE A HOLD ON YOUR AVAIL. CREDIT UP TO THE AMOUNT OF YOUR PAYMENT WHENEVER A PAYMENT IS CREDITED TO YOUR ACCOUNT.

BUSINESS CUSTOMERS: SAVE OVER $100 ON YOUR PURCHASE OF A COMPAQ PROSIGNIA COMPUTER WITH COLOR PRINTER, INTERNET ACCESS AND WARRANTY. CALL 888-202-4702 EXT. 20249 FOR DETAILS AND TO CASH IN ON THIS EXCLUSIVE OFFER TODAY. TO LEARN MORE, ASK FOR THE WELLS FARGO BUSINESS CUSTOMER SPECIAL, AND REFERENCE CODE WF. OFFER EXPIRES FEBRUARY 29, 2000. OFFER SUBJECT TO CHANGE.

WELLS FARGO WISHES YOU HAPPY HOLIDAYS AND A SUCCESSFUL NEW YEAR! THANK YOU FOR CONTINUING TO BANK WITH US, IT IS A PLEASURE TO SERVE YOU. CALL WELLS FARGO'S NATIONAL BUSINESS BANKING CENTER AT 800-225-5935 FOR ALL OF YOUR FINANCIAL NEEDS.

TRANSACTIONS

Date	Reference No.	Description	Amoun
12/11	F182100AR00CHGDDA	AUTOMATIC PAYMENT - THANK YOU	- 324.92
12/01	F182100AF000N5000	ANNUAL FEE FOR 12/99 THROUGH 11/00	150 0
12/16		*FINANCE CHARGE*	334 1

TOTAL *FINANCE CHARGE* BILLED IN 1999 $3973.62

$ 484.71 WILL BE DEDUCTED FROM YOUR ACCOUNT AND CREDITED AS YOUR AUTOMATIC PAYMENT ON 01/10/00. THE AUTOMATIC PAYMENT AMOUNT WILL BE REDUCED BY ALL PAYMENTS POSTED ON OR BEFORE THIS DATE.

ACCOUNT SUMMARIES

CREDIT LINE SUMMARY		NEW BALANCE SUMMARY		PAYMENT SUMMARY	
Credit Limit	$30,000	Previous Balance	$27,055.91	Current Due	$484. 1
Available Credit	**$2,784**	Payments/Credits	- 324.92	**Payment Due**	**01/10/0C**
		Purchases	150.00		
		Checks/Advances	0.00		
		Finance/Other Activity	334.71		
		New Balance	**$27,215.70**	Days in billing cycle	3C

5596 MOD 1 12 7 Page 1 of 2 1821 4000 BL10 0008 991216 O1AE5596 73:

BUSINESSLINE ® PAYMENT COUPON

Detach and mail with check payable to Wells Fargo. Use the enclosed envelope.

Account No. 5474 6401 3080 5392

Print address/phone changes below:

Home ( )

Work ( )

E-Mail :

Payment Due	01/10/
New Balance	$27,215.
Current Due	$484.
Payment Enclosed	$.

1547464013080539200484712721570

WF PROCESSING CENTER
PO BOX 29706
PHOENIX, AZ 85038-9706

73394

LA RESIDENCE SUITE HOTEL
GUITTY ZAMANI
475 100TH AVE NE
BELLEVUE WA 98004-5433

LA RESIDENCE SUITE HOTEL
GUITTY ZAN
Statement Cl. .g Date: 12/16/99

Account No. 5474 6401 3080 5392

WELLS FARGO

BUSINESSLINE ® STATEMENT

National Business Banking Center, 24-Hour Access
1-800-CALL WELLS (1-800-225-5935)

FINANCE CHARGE SUMMARY

	Average Daily Balance (ADB)	Periodic FINANCE CHARGE on ADB	ANNUAL PERCENTAGE RATE	Daily PERIODIC Rate
Purchases	$7,914.21	$97.56	15.00%	.04109%
Advances	$19,238.46	$237.15	15.00%	.04109%

MOD

LA RESIDENCE SUITE HOTEL
GUITTY ZAMANI
Statement Closing Date: 02/17/99

Account No. 5474 6401 3080 5392

WELLS FARGO

BUSINESSLINE ® STATEMENT

National Business Banking Center, 24-Hour Access
1-800-CALL WELLS (1-800-225-5935)

FOR YOUR ATTENTION

LOOK OUT FOR THE NEW CHANGES IN YOUR CUSTOMER AGREEMENT INSIDE.

ARE YOU ENJOYING US NATIONWIDE LONG-DISTANCE FOR UNDER 9 CENTS? DOES YOUR PHONE CARD FEATURE LOW 17 CENTS PER MINUTE RATES 24 HOURS A DAY, 7 DAYS A WEEK? SWITCH TO IDT-WELLS FARGO SERVICE RIGHT NOW! 1-877-259-3557
SEE DETAILS ON THE ENCLOSED INSERT.

TRANSACTIONS

Date	Reference No.	Description	Amount
02/13	F1821001B00CHGDDA	AUTOMATIC PAYMENT - THANK YOU	- 557.00
02/17		*FINANCE CHARGE*	326.19

TOTAL *FINANCE CHARGE* BILLED IN 1998 $4138.51
TOTAL *FINANCE CHARGE* PAID IN 1998 $4089.18

$ 552.00 WILL BE DEDUCTED FROM YOUR ACCOUNT AND CREDITED AS YOUR AUTOMATIC PAYMENT ON 03/14/99. THE AUTOMATIC PAYMENT AMOUNT WILL BE REDUCED BY ALL PAYMENTS POSTED ON OR BEFORE THIS DATE.

ACCOUNT SUMMARIES

CREDIT LINE SUMMARY		NEW BALANCE SUMMARY		PAYMENT SUMMARY	
Credit Limit	$30,000	Previous Balance	$27,824.14	Current Due	$552.00
Available Credit	**$2,406**	Payments/Credits	- 557.00	**Payment Due**	**03/14/99**
		Purchases	0.00		
		Checks/Advances	0.00		
		Finance/Other Activity	326.19		
		New Balance	**$27,593.33**	Days in billing cycle	29

FINANCE CHARGE SUMMARY

	Average Daily Balance (ADB)	Periodic FINANCE CHARGE on ADB	ANNUAL PERCENTAGE RATE	Monthly PERIODIC Rate
Purchases	$7,244.89	$86.06	14.25%	1.188%
Advances	$20,212.32	$240.13	14.25%	1.188%

5596 MOD 1 12 7 Page 1 of 1 1821 4000 BL10 0012 990217 O1AB559657513

BUSINESSLINE ® PAYMENT COUPON

Detach and mail with check payable to Wells Fargo. Use the enclosed envelope.

Account No. 5474 6401 3080 5392

Print address/phone changes below:

Home ( )

Work ( )

Payment Due	**03/14/99**
New Balance	**$27,593.33**
Current Due	$552.00
Payment Enclosed	$.

1547464013080539200552002759333

WF PROCESSING CENTER
PO BOX 29706
PHOENIX, AZ 85038-9706

LA RESIDENCE SUITE HOTEL
GUITTY ZAMANI
475 100TH AVE NE
BELLEVUE WA 98004-5433

57513

LA RESIDENCE SUITE HOTEL
GUITTY ZAMANI
Statement Closing Date: 01/19/99

Account No. 5474 6401 3080 5392

WELLS FARGO

BUSINESSLINE ® STATEMENT

National Business Banking Center, 24-Hour Access
1-800-CALL WELLS (1-800-225-5935)

TRANSACTIONS

Date	Reference No.	Description	Amount
01/11	F1821000B00CHGDDA	AUTOMATIC PAYMENT - THANK YOU	- 562.00
01/19		*FINANCE CHARGE*	327.33

TOTAL *FINANCE CHARGE* BILLED IN 1998 $4138.51
TOTAL *FINANCE CHARGE* PAID IN 1998 $4089.18

$ 557.00 WILL BE DEDUCTED FROM YOUR ACCOUNT AND CREDITED AS YOUR AUTOMATIC PAYMENT ON 02/13/99. THE AUTOMATIC PAYMENT AMOUNT WILL BE REDUCED BY ALL PAYMENTS POSTED ON OR BEFORE THIS DATE.

ACCOUNT SUMMARIES

CREDIT LINE SUMMARY		NEW BALANCE SUMMARY		PAYMENT SUMMARY	
Credit Limit	$30,000	Previous Balance	$28,058.81	Current Due	$557.00
Available Credit	**$2,175**	Payments/Credits	- 562.00	**Payment Due**	**02/13/99**
		Purchases	0.00		
		Checks/Advances	0.00		
		Finance/Other Activity	327.33		
		New Balance	**$27,824.14**	Days in billing cycle	33

FINANCE CHARGE SUMMARY

	Average Daily Balance (ADB)	Periodic FINANCE CHARGE on ADB	ANNUAL PERCENTAGE RATE	Monthly PERIODIC Rate
Purchases	$7,244.89	$86.07	14.25%	1.188%
Advances	$20,307.76	$241.26	14.25%	1.188%

5596 MOD 1 12 7 Page 1 of 1 1821 4000 BL10 0004 990119 53050

BUSINESSLINE ® PAYMENT COUPON

Detach and mail with check payable to Wells Fargo. Use the enclosed envelope.

Account No. 5474 6401 3080 5392

Print address/phone changes below:

Home ( )

Work ( )

Payment Due	**02/13/99**
New Balance	**$27,824.14**
Current Due	$557.00
Payment Enclosed	$.

15474640130805392005570027824l4

WF PROCESSING CENTER
PO BOX 29706
PHOENIX, AZ 85038-9706

LA RESIDENCE SUITE HOTEL
GUITTY ZAMANI
475 100TH AVE NE
BELLEVUE WA 98004-5433

53050

LA RESIDENCE SUITE HOTEL
GUITTY ZAMANI
Statement Closing Date: 12/17/98

Account No. 5474 6401 3080 5392

WELLS FARGO

BUSINESSLINE ® STATEMENT

National Business Banking Center, 24-Hour Access
1-800-CALL WELLS (1-800-225-5935)

TRANSACTIONS

Date	Reference No.	Description	Amount
12/12	F182100P900CHGDDA	AUTOMATIC PAYMENT - THANK YOU	- 563.00
12/02	F182100P0000N6000	ANNUAL FEE FOR 12/98 THROUGH 11/99	150.00
12/17		*FINANCE CHARGE*	335.21

TOTAL *FINANCE CHARGE* BILLED IN 1998 $4138.51

$ 562.00 WILL BE DEDUCTED FROM YOUR ACCOUNT AND CREDITED AS YOUR AUTOMATIC PAYMENT ON 01/11/99. THE AUTOMATIC PAYMENT AMOUNT WILL BE REDUCED BY ALL PAYMENTS POSTED ON OR BEFORE THIS DATE.

ACCOUNT SUMMARIES

CREDIT LINE SUMMARY		NEW BALANCE SUMMARY		PAYMENT SUMMARY	
Credit Limit	$30,000	Previous Balance	$28,136.60	Current Due	$562.00
Available Credit	**$1,941**	Payments/Credits	- 563.00	**Payment Due**	**01/11/99**
		Purchases	150.00		
		Checks/Advances	0.00		
		Finance/Other Activity	335.21		
		New Balance	**$28,058.81**	Days in billing cycle	30

FINANCE CHARGE SUMMARY

	Average Daily Balance (ADB)	Periodic FINANCE CHARGE on ADB	ANNUAL PERCENTAGE RATE	Monthly PERIODIC Rate
Purchases	$7,244.89	$87.52	14.50%	1.208%
Advances	$20,504.26	$247.69	14.50%	1.208%

DR Credit Card 563.00
CR Sea-1st (563.00)

DR Sea 335.21
CR Credit Card (335.21)

DR Sea 150.00
CR Credit Card (150.00)

5596 MOD 1 12 7 Page 1 of 1 1821 4000 BL10 0017 981217 53512

BUSINESSLINE ® PAYMENT COUPON

Detach and mail with check payable to Wells Fargo. Use the enclosed envelope.

Account No. 5474 6401 3080 5392

Print address/phone changes below:

Home ( )

Work ( )

Payment Due	**01/11/99**
New Balance	**$28,058.81**
Current Due	$562.00
Payment Enclosed	$.

1547464013080539200562002805881

WF PROCESSING CENTER
PO BOX 29706
PHOENIX, AZ 85038-9706

LA RESIDENCE SUITE HOTEL
GUITTY ZAMANI
475 100TH AVE NE
BELLEVUE WA 98004-5433

53512

LA RESIDENCE SUITE HOTEL
GUITTY ZAMANI
Statement Closing Date: 11/17/98

Account No. 5474 6401 3080 5392

WELLS FARGO

BUSINESSLINE ® STATEMENT

National Business Banking Center, 24-Hour Access
1-800-CALL WELLS (1-800-225-5935)

FOR YOUR ATTENTION

YOU AND A COMPANION CAN SAVE UP TO $50 PER PERSON ON A ROUND-TRIP DOMESTIC AIRLINE TICKET AND $85 PER PERSON ON A ROUND-TRIP INTERNATIONAL AIRLINE TICKET. ANOTHER GREAT VALUE OF WELLS FARGO BUSINESSCARD. SEE ENCLOSED CERTIFICATE TO TAKE ADVANTAGE OF THIS SPECIAL OFFER.

TRANSACTIONS

Date	Reference No.	Description	Amount
11/10	F182100NA00CHGDDA	AUTOMATIC PAYMENT - THANK YOU	- 568.00
11/17		*FINANCE CHARGE*	343.56

$ 563.00 WILL BE DEDUCTED FROM YOUR ACCOUNT AND CREDITED AS YOUR AUTOMATIC PAYMENT ON 12/12/98. THE AUTOMATIC PAYMENT AMOUNT WILL BE REDUCED BY ALL PAYMENTS POSTED ON OR BEFORE THIS DATE.

ACCOUNT SUMMARIES

CREDIT LINE SUMMARY		NEW BALANCE SUMMARY		PAYMENT SUMMARY	
Credit Limit	$30,000	Previous Balance	$28,361.04	Current Due	$563.00
Available Credit	**$1,863**	Payments/Credits	- 568.00	**Payment Due**	**12/12/98**
		Purchases	0.00		
		Checks/Advances	0.00		
		Finance/Other Activity	343.56		
		New Balance	**$28,136.60**	Days in billing cycle	32

FINANCE CHARGE SUMMARY

	Average Daily Balance (ADB)	Periodic FINANCE CHARGE on ADB	ANNUAL PERCENTAGE RATE	Monthly PERIODIC Rate
Purchases	$7,244.89	$89.03	14.75%	1.229%
Advances	$20,709.88	$254.53	14.75%	1.229%

DR Credit card 568.00
CR Sea-1st (568.00)

DR FC 343.56
CR Credit Card (343.56)

BUSINESSLINE ® PAYMENT COUPON

Detach and mail with check payable to Wells Fargo. Use the enclosed envelope.

Account No. 5474 6401 3080 5392

Print address/phone changes below:

Home ( )

Work ( )

Payment Due	**12/12/98**
New Balance	**$28,136.60**
Current Due	$563.00
Payment Enclosed	$.

15474640130805392005630028136 60

WF PROCESSING CENTER
PO BOX 29706
PHOENIX, AZ 85038-9706

LA RESIDENCE SUITE HOTEL
GUITTY ZAMANI
475 100TH AVE NE
BELLEVUE WA 98004-5433

50975

LA RESIDENCE SUITE HOTEL
GUITTY ZAMANI
Statement Closing Date: 10/16/98

Account No. 5474 6401 3080 5392

WELLS FARGO

BUSINESSLINE ® STATEMENT

National Business Banking Center, 24-Hour Access
1-800-CALL WELLS (1-800-225-5935)

FOR YOUR ATTENTION

SEND FLOWERS AND GIFTS FROM FLOWERS USA AND RECEIVE 15% OFF OF YOUR PURCHASES. FLOWERS USA HAS A LARGE SELECTION OF HOLIDAY GIFTS, CHOOSE FROM FRUIT AND GOURMET BASKETS, DESK PLANTS, BALLOONS, ROSES, BOUQUETS AND MORE FOR DELIVERY ANYWHERE IN THE WORLD! SIMPLY CALL 1-800-343-8197, 24 HOURS A DAY, 7 DAYS A WEEK AND MENTION DISCOUNT CODE 575 AND SAVE!

TRANSACTIONS

Date	Reference No.	Description	Amount
10/12	F182100MD00CHGDDA	AUTOMATIC PAYMENT - THANK YOU	- 572.00
10/16		*FINANCE CHARGE*	352.35

$ 568.00 WILL BE DEDUCTED FROM YOUR ACCOUNT AND CREDITED AS YOUR AUTOMATIC PAYMENT ON 11/10/98. THE AUTOMATIC PAYMENT AMOUNT WILL BE REDUCED BY ALL PAYMENTS POSTED ON OR BEFORE THIS DATE.

ACCOUNT SUMMARIES

CREDIT LINE SUMMARY		NEW BALANCE SUMMARY		PAYMENT SUMMARY	
Credit Limit	$30,000	Previous Balance	$28,580.69	Current Due	$568.00
Available Credit	**$1,638**	Payments/Credits	- 572.00	**Payment Due**	**11/10/98**
		Purchases	0.00		
		Checks/Advances	0.00		
		Finance/Other Activity	352.35		
		New Balance	**$28,361.04**	Days in billing cycle	29

FINANCE CHARGE SUMMARY

	Average Daily Balance (ADB)	Periodic FINANCE CHARGE on ADB	ANNUAL PERCENTAGE RATE	Monthly PERIODIC Rate
Purchases	$7,244.89	$90.56	15.00%	1.250%
Advances	$20,943.40	$261.79	15.00%	1.250%

DR CREDIT CARD 572
CR Sea. 1st (572)
DR FC 352.35
CR Credit Card (352.35)

5596 MOD 1 12 7 Page 1 of 1 1821 4000 BL10 0002 981016 50111

BUSINESSLINE ® PAYMENT COUPON

Detach and mail with check payable to Wells Fargo. Use the enclosed envelope.

Account No. 5474 6401 3080 5392

Print address/phone changes below:

Home ( )

Work ( )

Payment Due	**11/10/98**
New Balance	**$28,361.04**
Current Due	$568.00
Payment Enclosed	$.

1547464013080539200568002836104

WF PROCESSING CENTER
PO BOX 29706
PHOENIX, AZ 85038-9706

LA RESIDENCE SUITE HOTEL
GUITTY ZAMANI
475 100TH AVE NE
BELLEVUE WA 98004-5433

50111

LA RESIDENCE SUITE HOTEL
GUITTY ZAMANI
Statement Closing Date: 09/17/98

Account No. 5474 6401 3080 5392

WELLS FARGO

BUSINESSLINE ® STATEMENT

National Business Banking Center, 24-Hour Access
1-800-CALL WELLS (1-800-225-5935)

TRANSACTIONS

Date	Reference No.	Description	Amount
09/12	F182100LE00CHGDDA	AUTOMATIC PAYMENT - THANK YOU	- 577.00
09/17		*FINANCE CHARGE*	354.98

$ 572.00 WILL BE DEDUCTED FROM YOUR ACCOUNT AND CREDITED AS YOUR AUTOMATIC PAYMENT ON 10/12/98. THE AUTOMATIC PAYMENT AMOUNT WILL BE REDUCED BY ALL PAYMENTS POSTED ON OR BEFORE THIS DATE.

ACCOUNT SUMMARIES

CREDIT LINE SUMMARY		NEW BALANCE SUMMARY		PAYMENT SUMMARY	
Credit Limit	$30,000	Previous Balance	$28,802.71	Current Due	$572.00
Available Credit	**$1,419**	Payments/Credits	- 577.00	**Payment Due**	**10/12/98**
		Purchases	0.00		
		Checks/Advances	0.00		
		Finance/Other Activity	354.98		
		New Balance	**$28,580.69**	Days in billing cycle	30

FINANCE CHARGE SUMMARY

	Average Daily Balance (ADB)	Periodic FINANCE CHARGE on ADB	ANNUAL PERCENTAGE RATE	Monthly PERIODIC Rate
Purchases	$7,244.89	$90.57	15.00%	1.250%
Advances	$21,153.19	$264.41	15.00%	1.250%

AUG. STATEMENT IS MISSING

loss payment

Add F/C August

F/C - Sept.

Payment 9/15

Balance as of 9/30/98

29,033.18
(581.00)
361.53
28,809.71
354.98
(577.00)
28,580.69

5596 MOD 1 12 7 Page 1 of 1 1821 4000 BL10 0018 980917 63928

BUSINESSLINE ® PAYMENT COUPON

Detach and mail with check payable to Wells Fargo. Use the enclosed envelope.

Account No. 5474 6401 3080 5392

Print address/phone changes below:

Home ( )

Work ( )

Payment Due	**10/12/98**
New Balance	**$28,580.69**
Current Due	$572.00
Payment Enclosed	$.

15474640130805392005720028580 69

WF PROCESSING CENTER
PO BOX 29706
PHOENIX, AZ 85038-9706

LA RESIDENCE SUITE HOTEL
GUITTY ZAMANI
475 100TH AVE NE
BELLEVUE WA 98004-5433

63928

WELLS FARGO BANK

La Residence Suite Hotel
Guitty Zamani
July 20, 1998
Account No. **5474-6401-3080-5392**

BUSINESSLINE® STATEMENT

National Business Banking Center, 24-Hour Access
1-800-CALL WELLS (1-800-225-5935)

FOR YOUR ATTENTION

Wells Automatic Payment of $581.00 will be credited on 08/14/98 from account 75470013.

IMPORTANT NOTICE FOR AUTOMATIC PAYMENT CUSTOMERS:
Beginning with your August 1998 billing statement, all Automatic Payment deductions will now occur on the Payment Due Date as reflected on your monthly billing statement. Should the Payment Due Date fall on a weekend or holiday, your payment will be deducted on the preceding business day.

TRANSACTIONS

Item	Date	Description	Amount	Notes:
1	07/13	**WFB Auto Payment From 75470013**	**-$565.00**	
2	06/22	Super Check Loan ADV San Francisco, CA	1,000.00	
3	07/20	Finance Charge	361.71	

For the next statement period, your Monthly Periodic Rate will be either 1.25% or 1.2708% depending on your average daily balance. This corresponds to an Annual Percentage Rate of 15.00% or 15.25% respectively.

IN APPRECIATION OF YOUR BUSINESS, you can sign up today for Wells Fargo Business Privileges AT NO COST TO YOU. See enclosed brochure for how to sign up for free 24 hours a day, 7 days a week concierge services.

BUSINESSLINE® PAYMENT COUPON

00 12

Detach and mail with check payable to Wells Fargo Bank. Use the enclosed envelope.

Account No. 5474-6401-3080-5392

Print address/phone changes below:

Home ( )
Work ( )

Payment Due	**August 14, 1998**
New Balance	**$29,022.18**
Current Due	581.00
Total Minimum Due	**$581.00**

0547464013080539200581002902218 Agreed with Ok

P.O. Box 29479
Phoenix, AZ 85038-9479

La Residence Suite Hotel
Guitty Zamani
475 100th Ave. NE
Bellevue WA 98004-5433

Amount enclosed:

$

WELLS FARGO BANK

La Residence Suite Hotel
Guitty Zamani
June 17, 1998
Account No. **5474-6401-3080-5392**

BUSINESSLINE® STATEMENT

National Business Banking Center, 24-Hour Access
1-800-CALL WELLS (1-800-225-5935)

FOR YOUR ATTENTION

Wells Automatic Payment of $565.00 will be credited on 07/13/98 from account 75470013.

Congratulations! We've increased your credit limit to $30,000. Thank you for being one of our best business customers by keeping your BusinessLine in good standing.

TRANSACTIONS

Item	Date	Description	Amount	Notes:
1	06/12	**WFB Auto Payment From 75470013**	**-$569.00**	
2	06/17	Finance Charge	354.08	

For the next statement period, your Monthly Periodic Rate will be either 1.25% or 1.2708% depending on your average daily balance. This corresponds to an Annual Percentage Rate of 15.00% or 15.25% respectively.

IN APPRECIATION OF YOUR BUSINESS, you can sign up today for Wells Fargo Business Privileges AT NO COST TO YOU. See enclosed brochure for how to sign up for free 24 hours a day, 7 days a week concierge services.

May Statement is Missing

Finance charge for May 28440.39
Previous Balance 28077.70
Cr/L Balance 362.69
A/C

BUSINESSLINE® PAYMENT COUPON

00 12

Detach and mail with check payable to Wells Fargo Bank. Use the enclosed envelope.

Account No. 5474-6401-3080-5392

Print address/phone changes below:

Home ( )
Work ( )

Payment Due	**July 12, 1998**
New Balance	**$28,225.47**
Current Due	565.00
Total Minimum Due	**$565.00**

0547464013080539200565002822547

P.O. Box 29479
Phoenix, AZ 85038-9479

La Residence Suite Hotel
Guitty Zamani
475 100th Ave. NE
Bellevue WA 98004-5433

Amount enclosed:

$

03 05

WELLS FARGO BANK

La Residence Suite Hotel
Guitty Zamani
April 17, 1998
Account No. **5474-6401-3080-5392**

BUSINESSLINE® STATEMENT

National Business Banking Center, 24-Hour Access
1-800-CALL WELLS (1-800-225-5935)

FOR YOUR ATTENTION

Wells Automatic Payment of $586.00 will be credited on 05/12/98 from account 75470013.

Transactions that begin with the # indicator are items that were transferred from your old account.

Your new account number printed above replaces your old account number. A new credit card with the new number will arrive within the next month. Once the new card is received, please destroy any old cards you may have. Your credit limit, PIN, Overdraft Protection and other benefits remain the same. If you have automatic recurring charges for items such as club memberships, insurance, etc., immediately notify the merchant(s) of your new account number to avoid future disruption of service.

TRANSACTIONS

Item	Date	Description	Amount	Notes:
1	04/13	**WFB Auto Payment From 75470013**	**-$510.00**	
2	04/03	Transfer Of Prev. Bal. 52823101308053940	25,450.83	
3	04/03	Transfer-New Charges Since Last Billing [illegible]	1,689.24	Personal
4	04/03	#Royal India Kirkland, WA	38.06	Personal
5	04/03	#Nwa Air 01278657385471 Snohomish, WA	344.08	Personal
6	04/05	#Palisade Seattle, WA	250.00	Personal
7	04/14	#Design Center Carpet Bellevue, WA	1,662.34	
8	04/17	Finance Charge	339.15	

For the next statement period, your Monthly Periodic Rate will be either 1.25% or 1.2708% depending on your average daily balance. This corresponds to an Annual Percentage Rate of 15.00% or 15.25% respectively.

Scanalyzed 4/17 Paid 600.00

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

1207

19-2/1250

5-10

Wells Fargo Bank
Six Hundred

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

[redacted]

⑈001207⑈ ⑆125000024⑆ 75470 013⑈ NOT NEGOTIABLE

HH

EXHIBIT 'HH'

IN THE SUPERIOR COURT OF WASHINGTON
FOR KING COUNTY

SAYED ZIA EHSANI, a single man, and GUITTY ZAMANI, a single woman,

Plaintiffs

v.

THE McCULLOUGH FAMILY PARTNERSHIP, a Washington Corporation; DAVID E. McCULLOUGH and CHONG R. McCULLOUGH, husband and wife, and the marital community comprised thereof; EDWARD F. McCULLOUGH; and THE McCULLOUGH GROUP, INC., a Washington corporation,

Defendants.

No. 97-2-30285-4 SEA

DEFENDANTS PRE-HEARING MEDIATION STATEMENT

In 1992, the McCullough family purchased the LaResidence Suites Hotel in Bellevue from Zia Ehsani and Guitty Zamani. (The Ehsani/Zamani's are divorced and have split the note receivable between themselves, approximately 61% to Ms. Zamani and 39% to Mr. Ehsani.) The McCulloughs ran the hotel from 1992 until June 1996, at which time they gave over possession and management to Ms. Zamani, who has

DAVID D. CULLEN
ATTORNEYS & COUNSELORS
WEST HILLS OFFICE PARK
BUILDING II
1800 COOPER POINT ROAD, S.W.
OLYMPIA, WASHINGTON 98502
(360) 786-6500

managed it since. In June 1995 the McCulloughs could no longer continue to pay the overhead, the bank (First Community Bank, Olympia), and the sellers, and tendered the hotel back to the Ehsani/Zamani's, who declined to take it back.

In September 1995 when I came to represent the McCulloughs we went to work to try to sell the hotel and obtain enough money to retire the underlying bank and sellers' liens. Offers were received beginning at about $1.5M and eventually reaching as high as $1.8M. While the McCulloughs were prepared to accept any of these offers, they needed the sellers' consent and release of deficiency, if any before proceeding.

None of the offers ended up maturing into actual sales, even though at at least one stage in the history of this predicament sales agreements were signed, releases were executed, and the possibility of settlement appeared on the horizon.

As late as March 1999 we had a signed offer from ERA CARE to purchase the hotel for $2.25M cash, with only two reasonable provisions, structural inspection and hazardous material inspection on site. The McCulloughs had dropped their requirement of a release from the sellers and had signed the purchase offer. Unfortunately, both Ehsani and Zamani each insisted on receiving more from the transaction than could possibly come out of the proceeds - Ehsani's minimum was $575,000.00, and Zamani's was $800,000.00±. This amount had nothing to do with a judgment against McCullough. There was no condition by McCullough on a release from Ehsani /Zamani as a precondition of sale. To explain this - prior to the revelation on very questionable expenses made by Zamani during her term as hotel manager which amounted to over $250,000.00, there would be no shortfall or a very minor one at most.

Sales Price	$2,250,000.00
Bank payoff	- 890,000.00
Taxes-fees	- 120,000.00
Closing costs, comm'ns, etc.	- 120,000.00
Net proceeds available for Zamani/Ehsani	$1,120,000.00
Amount claimed	-1,375,000.00
Deficiency (from McCullough)	$ 255,000.00
Overdraw by Zamani	$ 250,000.00+
Net deficiency	$ - 0 -

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(Throughout the history of trying to sell the hotel the McCulloughs have consistently waived any claim to a share of the proceeds if there was any question about there being enough to satisfy the sellers and all legitimate closing costs.)

As consummation of the sale to ERA approached, on a visit to LaResidence the ERA CARE representative was told what did not go with the hotel. Becoming suspicious he demanded an inventory of the hotel - none was produced. Still, this deal might have been saved but for increasing delays of Zamani and Ehsani.

Bottom line Ehsani/Zamani lose sale - don't keep hotel or money. What a waste!

Since the ERA CARE deal is gone, and not through any fault of McCulloughs, there must again be a release of McCulloughs.

POSSIBLE SOLUTIONS:

1. Zia and Guitty unite - release McCullough - get deed to property (which McCulloughs are willing to execute and deliver if consented to by the bank) and take any deal that sellers may know about or have in pocket, and pay at closing $35,000.00 to McCullough to cover legal and accounting bills.

2. Continue in present direction and fight over limited McCullough assets that sellers may feel entitled to but is not sufficient to satisfy their claims - continue to trial, get judgment. Bank wins - sells hotel, McCullough forced to file under Chapter 7 Bankruptcy. McCullough loses - Ehsani loses - Zamani loses.

3. Guitty remains in hotel - buys hotel from Bank. Ehsani pushes forward refusing to attack ex-wife - goes to trial, gets judgment (virtually uncollectible). Ehsani loses - looks forward to another 5 years dealing with this hotel problem. McCullough loses, files Chapter 7. Ehsani loses all the money but obtains great moral victory over McCullough. Big winner, if any, Zamani.

4. Ehsani provides addresses and property descriptions of all personal and real property that "he knows" McCullough has "hidden," Ehsani signs

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release - McCullough signs deed to "all properties": - Loser - Ehsani there are no properties. Winner, McCullough has release and is free to deal with Zamani and to investigate further documents not produced and still held by Zamani. Go forward to trial on "questionable expenses and payroll."

Respectfully submitted this 13 day of May 1999.

DAVID D. CULLEN
WSBA #05422
Attorney for Defendants

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DECLARATION OF SERVICE

The undersigned, certifies under penalty of perjury under the laws of the State of Washington, that on the below date, transmitted via facsimile, or caused delivery of a true copy of this document to:

Plaintiff's Attorney:

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DATED: May 13, 1999, at Olympia, Washington.

Signature: Shirley M. Klein

Shirley M. Klein

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EXHIBIT 'II'

THE SUPERIOR COURT OF THE STATE OF WASHINGTON

IN AND FOR THE COUNTY OF KING

SAYED ZIA EHSANI & GUITTY ZAMANI,	)	
	)	
PLAINTIFFS,	)	
	)	
vs.	)	No. 97-2-30285-4 SEA
	)	Appeal No. 47024-8-I
THE McCULLOUGH FAMILY	)	
PARTNERSHIP, a Washington	)	
partnership, et al.	)	
	)	
DEFENDANTS	)	

BEFORE THE HONORABLE

JUDGE JAMES DOERTY

April 6, 2000

Seattle, Washington

TRANSCRIBED BY ROUGH AND ASSOCIATES, INC. / jlg

APPEARANCES

FOR MR. EHSANI:

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FOR MS. ZAMANI:

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* * * * *

I N D E X

WITNESSES	DIRECT	CROSS	REDIRECT	RECROSS
MCCULLOUGH	3	12, 13	13	
SCHLOSSTEIN	24	31, 32	38	
EHSANI	58			
MAILHOT	62	68, 73	76	

EXHIBITS	MARKED	ADMITTED
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* * * * *

-oOo-

later.

THE COURT: Yes.

Thank you.

THE COURT: Do you swear the testimony you're about to give in this matter to be the truth?

MR. MAILHOT: Yes, I do.

THE COURT: Thank you. This is microphone, and it activates our video recording system. If you can generally aim your voice in that direction, it'll help us out.

MR. MAILHOT: All right, I will.

ANTHONY MAILHOT, witness herein, having been first duly sworn on oath, was examined and testified as follows:

D I R E C T E X A M I N A T I O N

BY MR. CULLEN:

Q. Okay. Thank you. Would you please state your name for the record?

A. Anthony James Mailhot.

Q. And spell your last name.

A. M-a-i-l-h-o-t.

Q. And your occupation?

A. I'm a certified public accountant.

Q. And the address of where you carry on your occupation?

A. Eight two four State Avenue Northeast, Olympia, Washington.

Q. And how long have you been a certified public accountant?

A. Twenty-three years.

Q. During that time, have you had occasion to do accounting work of various kinds for Mr. and Mrs. McCullough?

A. Yes, I have.

Q. Have you also had occasion to do work with respect to Le Residence Suites Hotel, in Bellevue?

A. Yes, I have.

Q. And, in preparation for today's appearance in court, did you, at the request of Mr. McCullough and myself, prepare an analysis comparing the 1999 ERACare proposal for 2.25 million and the final sale, which was 2.35 million?

A. Yes, I did.

Q. And can you briefly refer to, or just explain to the Court, which documents you looked at to make that comparison?

A. I looked at the sales agreement for both of the sale, and the closing statement, or the proposed closing statement for the December, 1998 sale, and the closing statement for the January, 2000 sale.

I looked at the statement of principle and interest

payments produced by the financing bank, and reviewed some of the details of the original contract between Zamani and Ehsani and McCulloughs.

Q. Okay. And in doing that comparison, did that also take into account King County real estate taxes?

A. Yes.

Q. And principle and interest from when to when? Perhaps you could tell the Court?

A. Well, I computed the principle, no, primarily the interest accumulation from December 15th, 1998, through, I believe, January 20th, the date of sale, 2000, on the note from Ehsani and Zamani, payable by Mr. McCullough, and the amount borrowed, mortgaged to the bank.

Calculated the penalty amount from the Ehsani-Zamani note, and, through a phone conversation, I think, with the King County Auditor's Office, established the amount of property tax for 1999, and then adjusted it according to the sales closing statements for the stub portion at the beginning and the end of each of the two surrounding years.

And then, based on some estimates that you provided for attorney fee costs that might have accumulated during that time, the purpose was to arrive at the additional expenses that were incurred as a result of the delay from December of 1998 through January of 2000.

Q. And did you also take into account real estate

commissions for the respective transactions?

A. Yes. There was a change in the commissions as we looked at those items, as well. As well as any changes in the other real estate closing expenses. They were minor, but there were some differences there.

Q. And, based on those steps that you just described, did you feel that you could make a determination as to a comparison between the two transactions?

A. Well, I believe I can state that additional costs were incurred as a result of the delay, and I have computed my estimation of those costs.

Q. Okay, and what is that?

A. Well, the exact number, I don't recall. It's around $67,000.00, I think. I have the --

Q. If you have the --

A. I have the computation with me.

Q. Okay, feel free to get that.

A. All right.

Q. So you can testify, and refresh your recollection on that point.

A. The additional costs that I computed were $65,813.00.

Q. Okay. And when you say "additional costs," can you describe to the Court what you mean by that?

A. Well, these were costs that I believe would not have been incurred, associated with the Residence property, had the

sale been closed according to the agreement that was tentatively in effect on December 15th, 1998. And because of the delay in the eventual sale in January of this year, these costs were incurred, and would not otherwise have existed.

Q. Okay. Now, this number, of 65,813, did you charge that to both Ehsani and Zamani, or just to one of them?

A. Well, in computing the number, I reduced the interest and penalty charge on the Ehsani-Zamani note to the 38.95% that was awarded him in a prior settlement. I have not reduced the interest charged to the bank by any kind of percentage. It is my understanding of the arrangement that there has been no kind of set-aside by the bank, and the bank was desirous of receiving their entire interest in personal payment.

They may have settled for less, but there was no agreement that they would.

Q. Hm-hmm. Okay. So, then, the net of the 65,813 is chargeable to whom?

A. I believe it would be, I'm not sure what you mean by that question.

Q. To which party, as between Ehsani and Zamani, then, would you attribute that to?

A. I would attribute this to Mr. Ehsani.

Q. Okay. I'm also going to ask you if you had occasion to do an accounting work-up on the gross deficiency that might

be claimed by Mr. Ehsani, based on the 1992 note.

A. I've calculated the amount of accumulated interest and late-payment charges on those notes, according to the terms of the contract as I read it and understand them.

And I think that's what you mean by "deficiency": the amount of unpaid principle and the penalty accumulated on it.

Q. Yes, net of the 2000 sale and disposition of the asset.

A. Yes, I have.

Q. And can you give the Court what that dollar amount would be?

A. This deficiency does not include the principle portion. As I understand it, when you requested that I review it, I understood that it would not include the principle portion of that note, just the accumulated interest and late charges.

So those, factoring it down by the 38.95%, and calculating this through January of 2000, the interest deficiency at that time was $160,617.00. The penalty deficiency, $7,020.00.

Q. And is that to Mr. Ehsani's account?

A. That's to Mr. Ehsani's account.

Q. And so what does that total, then?

A. $167,637.00

Q. Okay. And you're aware that Mr. Ehsani received

payment out of foreclosing, as did Ms. Zamani, in January of 2000?

A. Yes.

Q. Okay. So did you take that into account, and this is what's left over?

A. I did not review the closing and take those dollars against this money here. So that would be without respect to whatever they received at closing.

Q. Okay.

A. Over and above their principle payment.

Q. Would that increase if you did that, or decrease that number, or have any effect on it?

A. Well, to the extent that Mr. Ehsani received more than his principle amount, it would reduce that number.

Q. Okay, but if he just received his principle amount --

A. It would have no effect.

Q. This would be the correct number.

A. That's right.

Q. Okay, that was my question. Thank you very much.

MR. CULLEN: I have no other questions, your Honor.

THE COURT: Mr. Young?

CROSS EXAMINATION

BY MR. YOUNG:

Q. I'm not sure I understand, is it, Mr. Mailhot?

A. Mailhot.

Q. The, as you understand it, the McCulloughs are the owners of the, well, strike that. I guess Ms. Zamani was the owner of the hotel, at some point.

A. Well, no.

Q. Well, whom did you assume was the owner of the hotel?

A. Mr. McCullough was the owner of the property, the real estate.

Q. Okay, then he incurs the liability to pay the real estate taxes, then, right?

A. I believe there was a contractual agreement between Mr. McCullough and Mrs. Zamani. Nonetheless, the property tax that we're looking at is a property tax that occurs, well, I understand your question: Who's responsible for the payment of those taxes in that delayed period?

That would be the responsibility of either the, I guess the final responsibility would fall on the property owner, even though he may have contracted that away to somebody else on an operating agreement. The county would assess, would find it to go to the property owner.

Q. Now, you mentioned a number of $65,813.00 as an additional cost incurred.

A. Yes.

Q. That refers to additional real estate taxes and interest that accrued during the one-year period between the

$2,250,000.00 offer and the $2,350,000.00, right?

A. And some differences in closing costs and commissions on the two sales.

Q. Well, in the interest, are you, what interest are you looking at? The interest on the Zamani-Ehsani note, or the interest on the First Community Bank?

A. Both of them.

Q. Okay, so you're saying, I mean, I'm not sure I understand exactly what you're saying. Are you saying that during the one, during the one-year period, taxes and underlying payments on those two notes were $65,813.00?

A. No, what I'm saying is that had the sale been completed, based on the December 15th, 1998 proposal, interest would not have continued to accumulate because the bank would have been paid off, property taxes would not have continued to accumulate on the account of anybody, except the new owner, because the title would have transferred.

Interest and penalty to Mr. Ehsani would have ceased, because I'm assuming that that note would have been settled in some fashion at that time, and whether closing costs were more or less compared to the January, 2000 sale, it still was a difference in cost, and changed the amount of net cash available to distribute and satisfy all the obligations.

Q. If the sale had closed in December of 1998, then Ms. Zamani and Mr. Ehsani would have gotten their money, right, or

a portion of their money.

A. They would have gotten a portion of their money.

Q. But they wouldn't have been paid in full what they were owed under the note, would they?

A. No.

Q. And if they had been paid a portion of their money in December of 1998, they presumably could have earned interest on it, or invested it, or done whatever they wanted with it, right?

A. Would you repeat that?

Q. Sure. If the sale had closed in December of 1998, Ms. Zamani and Mr. Ehsani could have invested whatever they got from the sale, or put it into a CD, or gotten interest off it or some kind of earnings, right?

A. They could have.

Q. But they didn't have that ability during the past year, did they, if the sale was not consummated in December of '98?

A. That's correct; they didn't.

Q. And you didn't factor that into your analysis, did you?

A. No.

Q. And that would significantly affect the number that you mentioned, wouldn't it?

A. If I factored that in, it could affect the number,

yes.

Q. And when you talked about sums attributable to Mr. Ehsani, you mean by that allocated to him, if you're dividing up the payment of interest and principle, right? I mean, you're not attributing any fault to Mr. Ehsani in the transaction's not closing in December of 1998. Is that correct?

A. I'm not aware of any fault on anybody's part for that transaction not closing.

Q. Okay. And, also, of course, you would agree with me that in December of '98, nobody knew what somebody might offer later for the property if that sale didn't close.

A. Nobody could have any knowledge of a future event.

Q. Okay. And just so I'm clear, what is the $160,617.00 number? What does that represent?

A. That represents Mr. Ehsani's 38.95% share of the accumulated interest that has been unpaid on the Ehsani-Zamani note that occurred at the original purchase of the property by Mr. McCullough.

Q. Through what date?

A. Through January 1 of 2000.

Q. And what did you use as a principle amount upon which that was based?

A. I used a principle amount of $980,296.94, at an interest rate of 9%.

THE COURT: And what was the interest number again, please?

A. Interest rate?

THE COURT: No, the number, 103?

A. One six, $160,617.00.

Q. And that doesn't include late charges.

A. That number does not. Late charges are an additional $7,020.00.

Q. Okay. And when did you start the interest from on this $980,000.00, to get the 160,000?

A. June, interest started running on May 1st, 1995.

Q. So you simply did a mathematical calculation of interest at 9% on $980,286.94, from May 1 of 1995, and got $160,617.00?

A. For his 38.95% share.

Q. And that was through what date?

A. January 1, 2000.

Q. Thank you, I have no further questions.

MR. KAH: I have just a couple, your Honor.

CROSS EXAMINATION

BY MR. KAH:

Q. Mr. Mailhot, you've been McCulloughs' accountant since they took over the hotel in '92?

A. Yes.

Q. And you are aware that Mr. Ehsani filed this proceeding for judicial foreclosure in December of '97?

A. I don't know the date.

Q. Okay. After the judicial foreclosure proceeding was filed, do you remember a time when you, I don't know if it was Mr. McCullough or someone else, met in the conference room at Le Residence Suites Hotel to go through documents and records?

A. Yes.

Q. And those documents and records were provided by the hotel, Ms. Zamani and her accountant, Vartanian.

A. Yes.

Q. In response to requests to review documents and records, isn't that right?

MR. YOUNG: I'll object. Lack of foundation that this witness would know what they were in response to.

Q. Why were you there?

A. We were there to review the accounting records of the hotel operation for the period of time that Mrs. Zamani had been operating the hotel.

Q. Who else was present?

A. Gary Shannon was present.

Q. Who is that?

A. Gary Shannon is an employee of Mr. McCullough at one of his other businesses.

Q. Anyone else present?

A. Not in the room where we were doing the work. Mr. Ehsani's son, I believe it was his son, was present out at the front desk of the hotel.

Q. And were you at the hotel doing this at any time when Mr. Ehsani or his counsel were also present?

A. No, they were not present.

Q. Okay, how much time did you spend going through the documents and records?

A. On that particular day, approximately four or five hours.

Q. And did you do it on a subsequent day, as well, or was it just that one day?

A. Just that one day at the hotel.

Q. And during the course of the proceedings, have you had contact with Mr. Vartanian? Fred Vartanian, Ms. Zamani's bookkeeper?

A. On that day, or --

Q. No, just during the course of the proceedings.

A. Yes, over the last, since 1995 onto present, I've talked to him a couple of times.

Q. And you and he have exchanged information concerning accounting and bookkeeping at the hotel?

A. Yes.

Q. You've asked him for information, and he's given it to

you?

A. For the most part, he's provided us what we've asked.

Q. All right. Nothing further, thank you.

THE COURT: I missed the very first part of the answer to Mr. Kah's question. Who, in toto, besides you at the hotel, looking at the accounting records?

A. Mr. Gary Shannon.

THE COURT: Hm-hmm, and who else?

A. The other person was not looking at the records, was present at the front desk, was, I believe, Mr. Ehsani's son.

THE COURT: So it was just you and Mr. Shannon looking at the records?

A. Yes.

THE COURT: All right.

Mr. Cullen.

MR. CULLEN: Yes, thank you, your Honor.

REDIRECT EXAMINATION

BY MR. CULLEN:

Q. Mr. Mailhot, Mr. Young raised a very interesting point on cross examination. He asked if Ehsani and Zamani had received their money, say, at the end of '98, they could have invested and made more money during the period, and you said, "Yes, that could be so," correct?

A. That could be so, yes.

Q. My question is simply: You didn't add any of that into your calculations of the 65,813, did you, speculating on what they might have made with that money?

A. No, that would be pure speculation. I don't even know if they could have used the money. They might have had other debts that were waiting to be paid off with this money, as well.

Q. You wouldn't be privy to what their financial situation was.

A. No, not at all.

Q. But if they had invested and made more money, wouldn't that just increase the 65, anyway? If they had the use of the money for that extra ten months or so, 12 months?

A. Well, if they had use --

Q. But the deal closed in '98, or the very beginning of '99, and the disbursement's made, and if, for instance, Mr. Ehsani received his share of those cash funds --

A. That would be additional funds that they have essentially foregone, they've had to forego by not being able to close the sale in December of 1998.

Q. All right.

A. So I'm not sure if the difference would be any bigger or smaller, but it certainly is a benefit that they had to forego because the sale was delayed.

Q. Okay. And, again, you didn't figure that in.

A. I didn't figure that in, because I've no knowledge of how they might invest their money.

Q. Okay, thank you. I have no other questions.

MR. YOUNG: I have a quick one.

RECROSS EXAMINATION

BY MR. YOUNG:

Q. Mr. Mailhot, Mailhot, excuse me. Were you able to get an adequate picture of the operation of the hotel based on your view from those four hours with the documents produced for you?

A. Uh, you'll have to clarify your question; what do you mean by "adequate picture of the operation of the hotel."

Q. Well, first, what were you looking at these documents for, for what purpose?

A. I was asked to look at the documents to determine if there were any inappropriate or questionable distributions of money or payments of invoices.

Q. And did you find any?

A. We found a number of payments, whose circumstance was questionable, but we couldn't reach any conclusions.

Q. Why couldn't you reach any conclusions?

A. Because we weren't, that wasn't what we were charged

to do; we were charged to raise the issue, and present the information to Mr. Cullen.

Q. Okay, and so you found things that you felt were questionable, but you weren't able to go beyond that?

A. That was not within the scope of what we were requested to do. We were requested to identify expenditures that we considered questionable, document them or tabulate them as best as possible, and then present that information to Mr. Cullen.

Q. And did you do that?

A. Yes.

Q. And do you recall the number of questionable expenses that you came up with?

A. It's approximately $260,000.00 or $270,000.00.

Q. Did you ask Mr. Vartanian later for documentation as to those questionable expenses?

A. We had in our hands all of his documentation. He had delivered a number of boxes of accounting documentation to the hotel room that we could review. But, in answer to your question, we did not subsequently request any further information from Mr. Vartanian, with respect to those items.

Q. You weren't able to tell from the boxes that were provided to you that those questionable expenses were, in fact, legitimate business expenses.

A. No, that's why they became questionable, because we

couldn't find enough documentation to satisfy our own curiosity about it.

Q. Thank you very much. I have no further questions.

THE COURT: Mr. Mailhot, would you go back, for a moment, to your calculations, with respect to Mr. Ehsani's percentage share of the principle and interest? And when you calculate out what his principle share is, what actual number did you get, using his percentage of ownership in the note?

A. His principle share in the note.

THE COURT: Hm-hmm.

A. I haven't --

THE COURT: Did you do that?

A. Done that; I mean, I can do it. I have not done that.

THE COURT: Right. If you have not done that, you don't have to do it. Did you do a calculation for late charges, or just interest?

A. Late charges and interest.

THE COURT: And what was the number for the late charges?

A. Seven thousand, $7,020.00.

THE COURT: Thank you.

MR. YOUNG: And, for clarification, the $7,020.00 was through what date, through what month?

A. January of 2000.

MR. YOUNG: Did it include January, or exclude

January?

A. It was calculated through January 1st of 2000.

MR. YOUNG: So that wouldn't include anything due January 1st?

A. It was calculated through the payment that was due January 1st.

MR. YOUNG: Okay. So it would have basically included the whole month of January, then, or not?

A. I guess if payments were being paid, payments were due, the first payment was due a month after the sale, so this would cover the interest for the month of December, it seems to me.

MR. YOUNG: And the same for late charges.

A. Yes.

MR. YOUNG: Thank you very much.

THE COURT: Any other questions for Mr. Mailhot?

MR. KAH: No, thank you, your Honor.

MR. CULLEN: No, thank you, your Honor.

THE COURT: Thank you very much.

MR. CULLEN: Your Honor, that concludes our witnesses.

THE COURT: All right. Well, given the hour, then, I think we're in recess, then, until tomorrow morning, and you gentlemen will have a fine time.

I understand that my bailiff made coffee for you in

the jury room, but I'm not so sure if I were you that I would drink it.

[General laughter.]

THE COURT: I think he was experimenting with the equipment in there. We haven't used that jury room.

MR. KAH: We'll test it first. We'll let Mr. Young test it.

THE COURT: All right.

MR. KAH: I had asked, though, will we have access at 1:00?

THE COURT: Yes, we'll be sure that the courtroom is open at 1:00.

MR. KAH: Okay.

THE COURT: And we'll lock it now, so you can leave all your stuff right there.

MR. KAH: I have something like six or more boxes to bring up here.

THE COURT: When do you want to bring them up?

MR. KAH: I guess I'd probably like to start, I'm parked out in the parking lot, make two or three trips, so maybe if I could begin, then, at about 20 to one. Is that possible, without a major inconvenience? Otherwise --

THE COURT: I've pushed this little buzzer under here to see if Mr. Haynes can join us, but he's not joining us.

MR. KAH: Otherwise, we can wait until one. We'll just start bringing them in --

THE COURT: I think it probably is, but if you just wait a few minutes, we'll try to get that question answered for you.

[Court is adjourned]

o0o

C E R T I F I C A T E

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I hereby declare under penalty of perjury that the foregoing transcript of proceedings was prepared by me or under my direction from videotape recordings of the proceedings and reduced to typewriting as monitored by me;

that the transcript is, to the best of my ability, a full, true and correct record of the proceedings, including the testimony of witnesses, questions and answers, and all objections, motions and exceptions of counsel made and taken at the time of the proceedings;

that I am neither attorney for, nor a relative or employee of any of the parties to the action; further, that I am not a relative of employee of any attorney of counsel employed by the parties hereto, nor financially interested in its outcome.

11-4-00
(Date)

Linda J. Rough

JJ

JJ

EXHIBIT 'JJ'

EX.

A. U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

SETTLEMENT STATEMENT

OMB No. 2502-0265

B. TYPE OF LOAN

1. ☐ FHA 2. ☐ FmHA 3. ☐ CONV. UNINS.
4. ☐ VA 5. ☐ CONV. INS.

6. FILE NUMBER: 35258RGT 7. LOAN NUMBER:

8. MORTGAGE INS. CASE NO.:

NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME & ADDRESS OF BORROWER: Earl B. Diller Jr., Trustee of the Earl B. Diller Trust P.O. Box 5009, Bellevue, WA 98009

E. NAME & ADDRESS OF SELLER: GUITTY ZAMANI 475 100th Avenue N.E., BELLEVUE, WA 98004

F. NAME AND ADDRESS OF LENDER:

G. PROPERTY LOCATION: 475 100th Avenue N.E., BELLEVUE, WA 98004

H. SETTLEMENT AGENT: First American Title Company
PLACE OF SETTLEMENT: 13010 NE 20th Street, Suite A, Bellevue, WA 98005 (425) 865-0400

I. SETTLEMENT DATE: 1/20/2000 FINAL

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due From Borrower:		**400. Gross Amount Due To Seller:**	
101. Contract sales price		401. Contract sales price	2,350,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower *(line 1400)*		403.	
104.		404.	
105.		405.	
Adjustments For Items Paid By Seller In Advance:		**Adjustments For Items Paid By Seller In Advance:**	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due From Borrower: ▶		**420. Gross Amount Due To Seller:** ▶	2,350,000.00
200. Amounts Paid By Or In Behalf Of Borrower:		**500. Reductions In Amount Due To Seller:**	
201. Deposit or earnest money		501. Excess deposit *(see instructions)*	
202. Principal amount of new loan(s)		502. Settlement charges to seller *(line 1400)*	790,512.74
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	530,252.26
205.		505. Payoff of second mortgage loan	224,564.88
206.		506. DISBURSEMENTS TO SELLER	803,524.88
207.		507.	
208.		508.	
209.		509.	
Adjustments For Items Unpaid By Seller:		**Adjustments For Items Unpaid By Seller:**	
210. City/town taxes to		510. City/town taxes to	
211. County taxes 1/01/00 to		511. County taxes 1/01/00 to 1/20/00	1,165.24
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower: ▶		**520. Total Reductions In Amount Due Seller:** ▶	2,350,000.00
300. Cash At Settlement From/To Borrower:		**600. Cash At Settlement To/From Seller:**	
301. Gross amount due from borrower *(line 120)*		601. Gross amount due to seller *(line 420)*	2,350,000.00
302. Less amount paid by/for borrower *(line 220)*	( )	602. Less reductions in amount due seller *(line 520)*	(2,350,000.00)
303. Cash (☐ FROM) (☐ TO) Borrower: ▶		603. Cash (☐ TO) (☐ FROM) Seller: ▶	0.00

Previous Edition Is Obsolete
Form No. 1581
3/86

SB-4-3538-C0C-1
HUD-1 (3-89)
RESPA, HB 4305.2

L. SETTLEMENT CHARGES

				Paid From Borrower's Funds At Settlement	Paid From Seller's Funds At Settlement
700. Total Sales/Broker's Commissions	1	00.00 @ 2.5000%=	2,500.00		
Based On Price	$ 2,250,000.00	@ 2.5000% =	56,250.00		
Division of Commission (line 700) As Follows:					
701. $ 58,750.00	to THE FOSTER COMPANY				
702. $	to				
703. Commission paid at settlement					58,750.00
704.					
800. Items Payable in Connection With Loan:					
801. Loan Origination fee	%				
802. Loan Discount	%				
803. Appraisal Fee to:					
804. Credit Report to:					
805. Lender's inspection fee					
806. Mortgage insurance application fee to					
807. Assumption fee					
808.					
809.					
810.					
811.					
900. Items Required By Lender To Be Paid In Advance:					
901. Interest from	to	@$	/day		
902. Mortgage insurance premium for	mo. to				
903. Hazard insurance premium for	yrs. to				
904. Flood Insurance Premium for	yrs. to				
905.					
1000. Reserves Deposited With Lender:					
1001. Hazard insurance	months @$	per month			
1002. Mortgage insurance	months @$	per month			
1003. City property taxes	months @$	per month			
1004. County property taxes	months @$	per month			
1005. Annual assessments	months @$	per month			
1006. Flood Insurance	months @$	per month			
1007.	months @$	per month			
1100. Title Charges					
101. Settlement or closing fee to First American Title Company					1,629.00
102. ~~Abstract or title search~~ ESCROW FEE: $3,000.00 SALES TAX: $ 258.00					
1103. Title examination to					
1104. Title insurance binder to					
1105. Document preparation to					
1106. Notary fees to					
1107. Attorney's fees to					
(includes above items Numbers:)					
1108. Title insurance to FIRST AMERICAN TITLE - SEATTLE					2,960.44
(includes above items Numbers:)					
1109. Lender's coverage $					
1110. Owner's coverage $ 2,350,000.00 Premium: 4,064.00 Tax: 349.51					
1111. Courier Fees					40.00
1112. Courier Fees - Tax					3.44
1113.					
1200. Government Recording and Transfer Charges:					
1201. Recording fees: Deed $	Mortgage $	Releases $			
1202. City/county tax/stamps: Deed $	Mortgage $				
1203. State tax/stamps: Deed $	Mortgage $				
1204. EXCISE TAX					41,830.00
1205.					
1300. Additional Settlement Charges:					
1301. Survey to					
1302. Pest inspection to					
1303. Reconveyance Fees/Release Fees to RECONVEYANCE SERVICES, INC					250.00
1304. to ZIA ZESANI					385,049.86
1305. ATTORNEY FEES to HELMUT KAH					100,000.00
1306. HOLDBACK to HOLDBACK					200,000.00
1307.					
1400. Total Settlement Charges *(Enter on line 103, Section J - and - line 502, Section K)*					790,512.74

Escrow No.: 35258RGI

SELLER'S AND/OR BORROWER'S STATEMENT

SETTLEMENT DATE: 1/20/2000

The Seller's and Borrower's signatures hereon acknowledge their approval and signify their understanding that tax and insurance prorations and reserves are based on figures for the preceding year or supplied by others or estimated for the current year, and in the event of any change for the current year, all necessary adjustments will be made between Borrower and Seller directly. Any deficit in delinquent taxes or mortgage payoffs will be promptly reimbursed to the Settlement Agent by the Seller.

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

I hereby authorize the Settlement Agent to make expenditures and disbursements as shown above and approve same for payment.

Borrowers/Purchasers

Sellers

The HUD-1 Settlement Statement which I have prepared is a true and accurate amount of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent: Rhonda L. Caffrey, First American Title Company Date:

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

Escrow no.: 35258RGI

EXHIBIT A:

REDUCTIONS IN AMOUNT DUE SELLER:

SELLER:

PAYOFF TO First Community Bank:	
Principal Balance	$819,335.45
Interest	$10,353.73
Interest Per Diem	$512.08
Reconveyance Fee	$51.00
Total:	$830,252.26
PAYOFF TO Equity Funding:	
Principal Balance	$224,373.38
Interest Per Diem	$171.50
Total:	$224,544.88

K.K

KK

EXHIBIT 'KK'

NOTICE OF FORECLOSURE

Pursuant to the Revised Code of Washington Chapter 61.24

TO: **THE MCCULLOUGH FAMILY PARTNERSHIP**
2103 Harrison Avenue N.W. #2364
Olympia, Washington 98502

The attached Notice of Trustee's Sale is a consequence of defaults in the obligation owed to First Community Bank of Washington, the Beneficiary of your Deed of Trust and owner of the obligation secured thereby. Unless the defaults are cured, your property(ies) located at 475 - 100th Ave. N.E., Bellevue, Washington will be sold at an auction on **JUNE 11, 1999.**

To cure the defaults, you must bring the payments current, cure any other defaults, and pay accrued late charges and other costs, advances and attorney's fees as set forth below by **MAY 31, 1999,** (11 days before the sale date). To date, these arrears and costs are as follows:

	Currently due to reinstate on: 3/1/99	Estimated Amount that will be due on: 5/31/99 (11 days prior to date of sale)
Monthly Payments:	$ 9,874.50	$ 29,623.50
Property Taxes: (estimated)	$ 42,978.45	$ 55,279.38
		Estimated Amounts
Trustees Fee:	$ 300.00	$ 1,000.00
Trustees' Expenses:		
- Title Report	$ 1,200.00	$ 1,200.00
- Recording Fees	$ 10.00	$ 18.00
- Service / Posting charges	$ 89.00	$ 89.00
- Postage / Copying charges	$ 10.00	$ 30.00
- Publication	$	$ 268.00
TOTALS	$ 54,461.95	$ 87,507.88

As to the defaults which do not involve payment of money to the Beneficiary of your Deed of Trust, you must cure each such default. Listed below are the defaults, if any, which do not involve the payment of money to the beneficiary of your Deed of Trust. Opposite each such listed default is a brief description of the action necessary to cure the default and a description of

COPY

the documentation necessary to show that the default has been cured.

DEFAULT:	ACTION TO SHOW CURE:
Non-payment of second half 1997, full year 1998 real property taxes	Receipt showing payment in full by cash or certified funds

You may reinstate your Deed of Trust and the obligation secured thereby at any time up to and including **MAY 31, 1999** (11 days before the sale date), by paying the amount set forth or estimated above and by curing any other defaults described above. Of course, as time passes, other payments may become due, and any further payments coming due and any additional late charges must be added to your reinstating payment. Any new defaults not involving payment of money that occur after the date of this notice must also be cured in order to affect reinstatement. In addition, because some of the charges can only be estimated at this time, and because the amount necessary to reinstate may include presently unknown expenditures required to preserve the property or to comply with state or local law, it will be necessary for you to contact the Trustee before the time you tender reinstatement so that you may be advised of the exact amount you will be required to pay. Tender of payment or performance must be made to SAMPSON & WILSON, INC., P.S., c/o Duncan Wilson, whose address is 1400 Talbot Road South, Suite 400, Renton, Washington 98055, telephone (425) 235-4800. AFTER **MAY 31, 1999**, YOU MAY NOT REINSTATE YOUR DEED OF TRUST BY PAYING THE BACK PAYMENTS AND COSTS AND FEES AND CURING THE OTHER DEFAULTS AS OUTLINED ABOVE. In such a case, you will only be able to stop the sale by paying, before the sale, the total principal balance ($853,324.55), plus accrued interest, costs and advances, if any, made pursuant to the terms of the documents and by curing the other defaults as outlined above.

You may contest this default by initiating court action in the Superior Court of the county in which the sale is to be held. In such action, you may raise any legitimate defenses you have to this default. A copy of your Deed of Trust and documents evidencing the obligation secured thereby are enclosed. You may wish to consult a lawyer. Legal action on your part may prevent or restrain the sale, but only if you persuade the court of the merits of your defense.

The court may grant a restraining order or injunction to restrain a trustee's sale pursuant to RCW 61.24.130 upon five days notice to the trustee of the time when, place where, and the judge before whom the application for the restraining order or injunction is to be made. This notice shall include copies of all pleadings and related documents to be given to the judge. Notice and other process may be served on the trustee at:

Duncan C. Wilson
Sampson & Wilson, Inc., P.S.
1400 Talbot Road South Suite 400
Renton, Washington 98055
(425) 235-4800

If you do not reinstate the secured obligation and your Deed of Trust in the manner set forth above, or if you do not succeed in restraining the sale by court action, your property will be sold. The effect of such sale will be to deprive you and all those who hold by, through or under you of all interest in the property.

DATE: 3/2-99

SAMPSON & WILSON, INC., P.S.

By: _____
Duncan C. Wilson, Trustee

When Recorded return to:

SAMPSON & WILSON, INC., P.S.
1400 Talbot Road South, Suite 400
Renton, Washington 98055

DOCUMENT TITLE:	Notice of Trustee's Sale
GRANTOR:	The McCullough Family Partnership
GRANTEE:	Sampson & Wilson, Inc., P.S.
LEGAL DESCRIPTION:	Lots 1 and 2, Block 3, Lochleven
REFERENCE NUMBER:	9209011549
TAX PARCEL NUMBER:	438920-0090-00

NOTICE OF TRUSTEE'S SALE

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee will, on **JUNE 11, 1999**, at the hour of **10:00 a.m.**, at Third avenue lobby, King County Courthouse, 516 - 3rd Avenue, Seattle, Washington, sell at public auction to the highest and best bidder, payable at the time of sale, the following described real property, situated in the County of King, State of Washington, and legally described as:

> Lots 1 and 2, Block 3, Lochleven, according to the plat thereof, recorded in Volume 16 of Plats, Page 46, in King County, Washington, Situate in King County, Washington,

which is subject to that certain Deed of Trust dated September 1, 1992, recorded September 1, 1992 under Auditor's File Number 9209011549, records of King, Washington, from The McCullough Family Partnership, to Chicago Title Insurance Company, as Trustee, to secure an obligation in favor of First Community Bank of Washington.

II.

No action commenced by the Beneficiary of the Deed of Trust is now pending to seek satisfaction of the obligation in any Court by reason of the Borrower's or Grantor's default on the obligation secured by the Deed of Trust.

III.

The defaults for which this foreclosure is made are as follows:

1. Failure to pay when due the following amounts which are now in arrears:

a.	Monthly payments	$ 9,874.50
	TOTAL ARREARS:	$ 9,874.50

2. Real Property Taxes for the second half of 1997 and all of 1998 totaling $52,852.95.

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal of $853,324.55, together with interest as provided in the note or other instrument secured from September 1, 1999 and such other interest, costs and fees as are due under the note or other instrument secured, and as are provided by statute.

V.

The above-described real property will be sold to satisfy the expense of sale and the obligation secured by the Deed of Trust as provided by statute. The sale will be made without warranty, express or implied, regarding title, possession or encumbrances on **JUNE 11, 1999**. The defaults referred to in paragraph III must be cured by **MAY 31, 1999** (11 days before the sale date), to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time on or before **MAY 31, 1999**, the defaults as set forth in paragraph III are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after **MAY 31, 1999**, and before the sale by the Borrower, Grantor, or any Guarantor, or the holder of any recorded junior lien or encumbrance paying the entire principal and interest secured by the Deed of Trust, plus costs, fees, and advances, if any, made pursuant to the terms of the obligation and/or Deed of Trust and curing all other defaults.

VI.

A written notice of default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor, at the following addresses: 2103 Harrison Avenue N.W. #2364, Olympia, Washington, by both first class and certified mail on February 2, 1999, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on the February 2, 1999 with said written notice of default or the written notice of default was posted in a conspicuous place on the real property described in paragraph I above, and the Trustee has possession of proof of such service or posting.

VII.

The Trustee whose name and address are set forth below will provide in writing to anyone requesting it, a statement of all costs and fees due at any time prior to the sale.

VIII.

The effect of the sale will be to deprive the Grantor and all those who hold by, through or under the Grantor of all their interest in the above-described property.

IX.

Anyone having any objection to the sale on any grounds whatsoever will be afforded an opportunity to be heard as to those objections if they bring a lawsuit to restrain the sale pursuant to RCW 61.24.130. Failure to bring such a lawsuit may result in a wavier of any proper grounds for invalidating the Trustee sale.

X.

A Guarantor of the obligation secured by the Deed of Trust may be liable for a deficiency judgment to the extent the sale price obtained at the trustee's sale is less than the debt secured by the Deed of Trust. The Guarantor has the same rights to reinstate the debt, cure the default, or repay the debt as is given to the grantor in order to avoid the trustee's sale. The Guarantor will have no right to redeem the property after the trustee's sale. Subject to such longer periods as are provided in the Washington Deed of Trust Act, Chapter 61.24 RCW, any action brought to enforce a guaranty must be commenced within one year after the trustee's sale, or the last trustee's sale under any deed of trust granted to secure the same debt. In any action for a deficiency, the guarantor will have the right to establish the fair value of the property as of the date of the trustee's sale, less prior liens and encumbrances, and to limit its liability for a deficiency to the difference between the debt and the greater of such fair value or the sale price paid at the trustee's sale, plus interest and costs.

SAMPSON & WILSON, INC., P.S.

DATED: 3/2/99

By: _____

Duncan C. Wilson, Vice-president
1400 Talbot Road South, Suite 400
Renton, Washington 98055
(425)235-4800

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 2nd day of March, 1999 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Duncan C. Wilson, to me known to be the Vice-President of the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument on behalf of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

NOTARY PUBLIC in and for the State of Washington, residing at Seattle WA
Appointment Expires: 12/10/02

KATHERINE JOHNSON
STATE OF WASHINGTON
NOTARY --•-- PUBLIC
MY COMMISSION EXPIRES 12-10-02

LL

EXHIBIT 'LL'

AFTER RECORDING MAIL TO:

CENTRUM FINANCIAL SERVICES, INC.
P.O. BOX 2243
Seattle, WA 98111-2243

Subordination Agreement

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

First American Title Insurance Company

(this space for title company use only)

The undersigned subordinators agree as follows:

1. Guitty Zamani, fna Guitty Zamani Ehsani, and Zia Ehsani, referred to herein as "subordinators", are the owners and holders of a promissory note dated September 1, 1992 in the principal sum of $1,000,000.00 which is secured by Deed of Trust of the same date, which is recorded at Recording No. 9209011551 in the records of King County, Washington.

2. CENTRUM FINANCIAL SERVICES, INC., referred to herein as "lender", is the owner and holder of a promissory note in the principal sum of $220,000.00 dated May 28, 1999 secured by Deed of Trust of the same date (which will be recorded upon execution of and concurrently with this subordination agreement, at which time the proceeds of the $220,000.00 loan will be disbursed).

3. THE McCULLOUGH FAMILY PARTNERSHIP, referred to herein as "owner", is the owner of all the real property described in the Deeds of Trust identified in Paragraphs 1 and 2. THE McCULLOUGH FAMILY PARTNERSHIP has already executed a separate document granting a security interest in the subject property to the lender.

4. In consideration of benefits to "subordinators" from "lender", receipt and sufficiency of which is hereby acknowledged, and to induce "lender" to advance funds under its Note and Deed of Trust, and all agreements in connection therewith, the "subordinators" do hereby unconditionally subordinate the lien of their Deed of Trust identified in Paragraph 1 above to the lien of "lender's" Deed of Trust, identified in Paragraph 2 above, and all advances or charges made or accruing thereunder, including any extension or renewal thereof.

5. "Subordinators" acknowledge that, prior to the execution hereof, they have had the opportunity to examine the terms of "lender's" Deed of Trust and the agreements relating thereto, consent to and approve the same, and recognize that "lender" has no obligation to "subordinators" to advance any funds under its Note and Deed of Trust or see to the application of "lender's" loaned funds, and any application or use of such funds for purposes other than those provided for in such Deed of Trust, note or agreements shall not defeat the subordination herein made in whole or in part.

6. It is understood by the parties hereto that "lender" would not make the loan secured by the mortgage in Paragraph 2 without this agreement.

7. This agreement shall be the whole and only agreement between the parties hereto with regard to the subordination of the lien or charge of the mortgage first above mentioned to the lien or charge of the Deed of Trust in favor of "lender" above referred to and shall supersede and cancel any prior agreements as to such, or any, subordination including, but not limited to, those provisions, if any, contained in the Deed of Trust first above mentioned, which provide for the subordination of the lien or charge thereof to a mortgage or mortgages to be thereafter executed.

8. The heirs, administrators, assigns and successors in interest of the "subordinators" shall be bound by this agreement. Where the word "mortgage" appears herein it shall be considered "Deed of Trust", and gender and number of pronouns considered to conform to the undersigned.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND. IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

SIGNED this 2 day of June 1999.

Guitty Zamani, fna Guitty Zamani Ehsani, (subordinator)

SIGNED this 2nd day of June 1999.

Zia Ehsani (subordinator)

STATE OF WASHINGTON)
) ss.
County of King)

On this day personally appeared before me **Guitty Zamani, fna Guitty Zamani Ehsani,** to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 2ND day of June 1999.

Notary Public in and for the State of Washington,
residing at DAVID J. ROBERTS SEATTLE, WASHINGTON

My appointment expires: JAN 29TH, 2000

STATE OF WASHINGTON)
) ss.
County of King)

On this day personally appeared before me **Zia Ehsani,** to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 2ND day of June 1999.

Notary Public in and for the State of Washington,
residing at SEATTLE, WASHINGTON

My appointment expires: JAN 29th, 2000

MM

EXHIBIT 'MM'

La Residence Suite Hotel

Date prepared 4/15/2000

Zamani Draw Detail Listing from 6/13/96 through 12/31/99

Type	Date	Num	Name	Split	Debit	Credit	Balance
Check	09/20/1998	1307	American Express	Bank of America Checking	1,124.87		60,676.59
Check	09/28/1998	1306	Discover	Bank of America Checking	237.06		60,913.65
General Journal	12/31/1998		Advanta	Credit Card	3,150.84		64,064.49
General Journal	12/31/1998		G. Zamani P/R FICA	Payroll Expenses	3,825.00		67,889.49
General Journal	03/07/1999		B# 0508	Bank of America Checking	763.84		68,653.33
General Journal	03/07/1999		B# 0508	Bank of America Checking	800.00		69,453.33
General Journal	03/22/1999		B# 0511	Bank of America Checking	838.71		70,292.04
General Journal	04/14/1999		Guitty Zamani-Loan	Bank of America Checking		2,281.11	68,010.93
Check	05/10/1999	1425	Guitty Zamani-Payoff	Bank of America Checking	2,281.11		70,292.04
Check	05/14/1999	1430	Medical Dispute Resolution	Bank of America Checking	587.44		70,879.48
Check	05/17/1999	1439	Guitty Zamani	Bank of America Checking	2,000.00		72,879.48
Check	05/21/1999	1445	Centrum Financial Services	Bank of America Checking	3,000.00		75,879.48
Check	05/25/1999	1448	Helmut Kah	Bank of America Checking	1,000.00		76,879.48
Check	06/07/1999	1473	G. Zamani	Bank of America Checking	2,000.00		78,879.48
Check	07/23/1999	1562	G. Zamani	Bank of America Checking	3,000.00		81,879.48
Check	08/10/1999	1607	MBNA America	Bank of America Checking	437.80		82,317.28
Check	08/16/1999	1625	G. Zamani	Bank of America Checking	5,000.00		87,317.28
Check	09/01/1999	1666	FCR Efsiar Group	Bank of America Checking	337.50		87,654.78
Check	09/07/1999	1673	Helmut Kah	Bank of America Checking	1,000.00		88,654.78
Check	09/10/1999	1676	MBNA America	Bank of America Checking	500.00		89,154.78
Check	09/10/1999	1679	G. Zamani	Bank of America Checking	5,000.00		94,154.78
Check	10/07/1999	1723	MBNA America	Bank of America Checking	500.00		94,654.78
Check	10/29/1999	1753	G. Zamani	Bank of America Checking	5,000.00		99,654.78
Check	10/29/1999	1754	Costco	Bank of America Checking	121.87		99,776.65
Check	11/05/1999	1775	G. Zamani	Bank of America Checking	2,500.00		102,276.65
Check	11/08/1999	1781	MBNA America	Bank of America Checking	1,000.00		103,276.65
Check	11/23/1999	1799	G. Zamani	Bank of America Checking	3,000.00		106,276.65
Check	12/10/1999	1830	MBNA America	Bank of America Checking	300.00		106,576.65
Check	12/20/1999	1856	G. Zamani	Bank of America Checking	3,000.00		109,576.65
Check	12/28/1999	1863	Costco	Bank of America Checking	52.29		109,628.94
				1996 Payroll	32,500.00		142,128.94
				1997 Payroll	60,000.00		202,128.94
				1998 Payroll	50,000.00		252,128.94
				1999 Payroll	10,000.00		262,128.94

Salary

EXHIBIT 'NN'

NN

Rendered at 11:30 a.m. on Thursday, April 20, 2000
By the Honorable James A. Doerty, Judge

Zia Ehsani and Guitty Zamani vs. The McCullough Family Partnership, et al.
King County Superior Court case # 97-2-30285-4

COURT'S ORAL DECISION
(verbatim transcript)

In The Matter of Sayed Zia Ehsani and Guitty Zamani, plaintiffs, vs. The McCullough Family Partnership, the Court makes the following findings:

CREDIBILITY

With respect, first, some findings with regard to credibility, and I must find that Mr. Ehsani is lacking credibility before the Court.

There are numerous examples of this in the record. But I will enumerate a few of the more persuasive ones:

First is his groundless assertion about the income of the hotel earned under his management prior to the lease and the subsequent sale to McCulloughs.

Second, his insistence that the McCulloughs had then, or had throughout the proceedings, or have today, the financial wherewithal to make good on the note independent of the security, which was the hotel.

Third, the testimony by Vartanian that as to accounting and to the efforts, going through the voluminous materials that were supplied to, that Mr. Ehsani does not know what he is talking about.

Fourth, that his wife is an ignorant woman, with barely an eighth grade education.

Fifth, his persistence throughout a portion of the proceedings, particularly since 1996, and this is through his own testimony, that his actions were guided by the belief, again, that the McCulloughs could put in the money themselves to bail out the problem or make good on the note at any time, and yet he also acknowledges in his testimony that he had no financial data from the McCulloughs with respect to that conclusion.

And then, of course, his insistence in court in testimony proffering documents not previously seen and of attempting to proffer a defense that he had not consulted with counsel about them.

And finally, with respect to credibility, his uncredible rendition of the meeting with Mr. McCullough in the Spring of 1996 in Bellevue with respect to the Danz transaction, which Mr. McCullough testified about.

Realizing, of course, that this is a foreclosure on a deed of trust, motivation is not of particular significance in the sense it might be in a criminal matter, but I do find that some comment with respect to the family's history and motivation is appropriate because that, too, reflects upon my findings about credibility.

Mr. Ehsani is, by his own testimony, motivated not by a reasonable business sense, but by an acute dislike of Mr. Kah who was successful in recapturing for his client her due share of community assets in the dissolution in direct contradiction to Ehsani's beliefs that he as the husband owned it and should be allowed to do with it what he wants to do. It is possible that this is a cultural based belief. But, in my many years on the bench as a Family Law Commissioner and as a Judge in hearing dissolution cases, it could very easily just be one of those things that happens in the context of a marriage. Either way, it is quite clear that that's what's motivated him from the beginning and continues to motivate him to this minute as we speak, and it has worked to his substantial disadvantage. Because of that motivation he has either been unwilling or unable to accept professional or expert advice or to hear information being provided to him by the other parties, by Mr. Vartanian, by the real estate agents.

With respect to Ms. Zamani, in findings about credibility, I have far less concerns about her credibility. Although I think there is some reason to question some of her testimony, particularly with respect to the contradiction between her and Schlosstein about what she was saying at the time the property was being shown and her view of some of those events. However, it is really a very minor concern.

Finally, and then with respect to the third principal and party involved, Mr. McCullough, I find that his testimony is entirely credible throughout.

EQUITY

With respect to equity, which is essentially what the parties have been urging the Court to apply to the situation, I find:

First, that as a matter of the law that I have to apply, that parties who seek to invoke equity must themselves have done equity. This means being scrupulous as to the interests of all the other parties concerned, whether or not this is their obligation under law or their duty under the law. A party who seeks an equitable solution from the Court must have clean hands. And this means more than an absence of deceit, fraud, or misrepresentation but, as well, an absence of delay, obfuscation, and affirmatively, it requires a consistent, reasonable, diligent effort to do the right thing by everybody else involved.

Ehsani:

Mr. Ehsani has alleged numerous irregularities, unexplained withdrawals by Zamani, undocumented expenditures, loans, and employment decisions. But his only legal ability to raise any of these arises in equity, if at all, in these proceedings. That is because the suit before the Court is a suit to foreclose a deed of trust. We may speculate that other suits could have laid in this matter, for example: a suit on the note. We may speculate that a suit on the management contract was possible. We may speculate that a tort action for fraud might have been considered. This is not a corporation, so, of course, a shareholder derivative action would not have been possible. The hotel is not a partnership. Zamani is not an officer or partner. Ehsani is not a partner. He has no recognizable claim for how Zamani ran the business in this suit at all except as to equity.

The record should reflect in the clearest possible terms that my identification of other possibilities by way of the legal approach to this dilemma that this husband and ex-wife find themselves in still, is in no way intended to reflect that any of those have merit. I am not intending that my ruling today should reflect that that should have been done, or that they couldn't be done, or that there is or is not relief available. Merely to characterize the nature of the proceedings before me at the present time.

Mr. Ehsani's claims in equity cannot be recognized by the Court. He is not entitled to equitable relief for a variety of reasons:

> First, he has been obstructive, contentious, and downright wrongheaded. His refusal to participate in providing ... in preserving security under the note, the hotel is, as his counsel accurately points out, completely legal. He has no legal obligation to do that. Nonetheless, to then claim equity without having done his part to resolve the dilemma, removes from Mr. Ehsani the claim of equity.
>
> He denied a number of legitimate offers. He denied the ... rejected the offer by Zamani to buy him out. No offer ever rcvd or discussed
>
> He refused to communicate throughout the later part of the proceedings. No
>
> He refused to participate in the management of the hotel. yes And while I can certainly recognize, given the very difficult history why he wouldn't want to participate *himself* in the management of the hotel. And why, I understand his testimony that he went there a couple of times and didn't even want to go in because Zamani was there, there was nothing to prevent him from participating by an agent, through an attorney, or in any one of a number of other ways throughout, and the management agreement could indeed have been structured to permit him to be assured about how the management was being conducted at arms length where he would not personally have to have any contact with anybody. That was clearly an option that he rejected.
>
> And then of course, he delayed the sale of the hotel, particularly with respect to the deal a year ago that was actually in court. And I make that finding

denies TT never wanting to be in Hotel w/ Zamani

No he did not delay sale. Has document

specifically, not only in regard to the fact that he has no claim of equity, but, I am making it affirmatively as to the defense the McCulloughs have put forward, but I will elaborate on that further.

Zamani:

As to Ms Zamani, she also is not entitled to equitable relief. Not for such troublesome or contentious behaviors, but her own candid testimony was that she operated that hotel to try to save her part of her settlement from the divorce. Her only significant asset was her interest in the hotel. She was very candid about that. In the course of so doing she made some decisions that, from any one of a number of other types of analysis, might be criticized. But cannot be criticized in the context of this action because I'm not applying equity. But, in order to have equity done now she should not have taken out funds, paid herself a salary, and left unaccounted some hundred thousand dollars in hotel money ... I'm not saying it was wrong. I'm certainly not saying it was illegal. I'm merely saying that it prevents her from establishing a claim of equity, because of the doctrine of equity as I've previously indicated.

Her business practices may indeed cause her some difficulties with the IRS. They may leave her, or people who lent her money, short. They may be irregular. But, they were practical, they were sensible, they were in good faith. She was very hard working throughout the course of this. It's just that placing her own interests above the priorities of the management agreement is not leaving her in a position to claim equity.

So, as between Ehsani and Zamani there are no equitable reliefs available. And what that means is that the $200,000 as far as the two of them are concerned initially must be apportioned in the very same percentages as the asset was divided in the dissolution, 60 some for her and 30 some for him.

McCulloughs:

Now, as to Mr. McCullough, and whether or not there may be a claim of equity or defense with respect to Ms Zamani, it's not really before the Court because of the release.

However, with respect to the remaining business between Mr. Ehsani and Mr. McCullough, first, as I indicated, I am finding that to the amount of $65,813 Mr. Ehsani clearly failed to mitigate damages. Further, his failure to participate in the management of the assets is also a failure to mitigate damages. However emotional, emotionally repugnant the whole business was to him, it is not reasonable for him to conclude that McCulloughs had all this money that they could pay him off with and that he could just let the hotel go its way. Indeed, that attitude is one of the reasons it has taken years to get this over with and why previous sales fell by the roadside. Mr. Young, in stating his client's position, accurately points out that he didn't have any legal obligation to participate in any of those sales, until the point that he was ordered to by the Court of course. But, the point of the sale a year ago was the title company wanted his participation, so it became his choice whether it was a legal obligation or not. And it

certainly wasn't unreasonable given the history that any reasonably prudent business person or financial institution would want him to participate. So, his failure to participate in the management and that transaction a year ago amount to a defense, and based on that defense, and the fact that equity is available to Mr. McCullough, I will find that regardless of the allocation between the plaintiffs, that the McCulloughs have participated 100% in the amount required to reduce the deficiency and may properly be determined to owe nothing, and that there will result from the decision in this proceeding, be no deficiency between Ehsani and McCullough.

So then, after the $200,000, I believe that there may have been a much smaller figure with respect to some credits still around, the matter is left for a determination of attorney fees. But it is starting off from the standpoint of the 30-60 division.

Counsel can consult with themselves and the bailiff in a minute, when I step off the bench, and note without oral argument, presentation of written briefs, and the supporting documentation, with respect to the various claims for attorney fees. Are there any questions about the Court's findings?

MR. KAH: The Court mentioned some credits. It's not clear to me what the Court's view is of the allocation between Mr. Ehsani and Ms Zamani arising from her contributions to preserve the property. It strikes me that that's a legal issue, not an equitable one, arising from their sort of cotenant relationship with respect to the promissory note. If the Court could clarify its ruling on that.

COURT: I'm not quite sure how that credit for the eleven hundred or thirteen hundred dollars we heard identified works into the formula, but I'm not going to apply the doctrine of co-tenancy under these circumstances. And so, Ms Zamani, whatever she put in compared to whatever she took out, is left with the consequences, and that is without regard to the percentage division of the $200,000.

MR.KAH: So, we have the 61.05% - 38.95% division. Then the next question will be, based on submissions, how to allocate attorney fees and costs.

COURT: Yes.

MR. KAH: I have a hearing on Monday, on Tuesday, and an argument in the Court of Appeals next week ...

COURT: I was anticipating something two or three weeks out, frankly. Next week is the State Superior Court Judicial Conference, and, I don't, you should take the time that you need, so I'll let you all consult with each other and pick the date.

MR. KAH: Your honor, I have one other question, the sheet you circulated the other day talks about the substantially prevailing party shall prepare the findings and conclusions. What is the Court's view as to who that is?

COURT: I think that the substantially prevailing party here is Mr. McCullough, although I'm sure that his pocketbook doesn't feel that way. But in terms of the issues presented to the Court I will ask Mr. Cullen to present findings and circulate those. He is, after all, the defendant and the defendant is essentially prevailing in terms of the fact that there is no deficiency judgment being applied to him as a result of the proceedings.

EXHIBIT 'OO'

La Residence Suite Hotel
Profit and Loss
June 13 through December 31, 1996

	Jun 13 - Dec 31, '96	% of Income
Ordinary Income/Expense		
Income		
Fee Income	314,572.71	100.0%
Total Income	314,572.71	100.0%
Expense		
Advertising	4,166.12	1.3%
Automobile Expense	20.00	0.0%
Bank Service Charges	1,162.83	0.4%
Commission	313.40	0.1%
Credit Charge Discounts	5,227.67	1.7%
Equipment Rental	2,569.71	0.8%
Food	3,154.17	1.0%
Insurance	3,037.22	1.0%
Interest Expense	4,924.95	1.6%
Licenses and Permits	200.00	0.1%
Payroll Expenses	95,341.72	30.3%
Postage and Delivery	128.90	0.0%
Professional Fees	9,075.00	2.9%
Rent / Lease Hotel - (1st Community Bank pmts)	70,651.23	22.5%
Repairs and Maintenance	5,269.68	1.7%
Supplies	5,629.57	1.8%
Taxes	1,155.93	0.4%
Telephone	10,821.53	3.4%
Utilities	20,632.92	6.6%
Total Expense	243,482.55	77.4%
Net Ordinary Income	71,090.16	22.6%
Other Income/Expense		
Other Income		
Cash Over (Short)	(57.97)	(0.0)%
Interest Income	309.24	0.1%
Other Income	0.76	0.0%
Total Other Income	252.03	0.1%
Other Expense		
Other Expenses	45.73	0.0%
Total Other Expense	45.73	0.0%
Net Other Income	206.30	0.1%
Net Income	**71,296.46**	**22.7%**

La Residence Suite Hotel

Statement of Cash Flow

For The Period of June 13, 1996 thru December 31, 1996

Cash flows from operating activities:	
Income:	
Room	295,045.43
Telephone	10,854.23
Misc.	1,011.38
	306,911.04
Operating Expenses:	
Advertising	4,739.22
Commission	203.90
Bank & Credit Card Charge	6,445.89
Equipment Rental	3,027.89
Food	3,040.66
Insurance	465.22
Interest	4,211.52
Payroll	93,022.35
Postage	128.90
Accounting	2,225.00
Bank Payments	126,767.97
Repair & Maintenance	5,112.95
Supplies	5,527.74
Taxes	56,567.84
Telephone	11,226.47
Utilities	18,567.98
Miscellaneous	13.70
	341,295.20
Net cash provided by operating activities	(34,384.16)
Cash flows from investing activities:	
Capital expenditures	(1,350.05)
Cash flows from financing activities:	
Net borrowing - Cyrus	50,000.00
Net borrowing - Magid	20,000.00
Net borrowing - Guitty	13,125.03
Payments to Guitty	(22,240.10)
	25,150.72
Beginning Cash Balance	0.00
Cash and cash equivalent at end of period	25,150.72

La Residence Suite Hotel

Balance Sheet

As of December 31, 1996

	Dec 31, '96
ASSETS	
Current Assets	
Checking/Savings	
Register	189.31
Seafirst Bank Checking	20,631.82
Seafirst Bank Savings	4,384.98
Total Checking/Savings	25,206.11
Accounts Receivable	
Accounts Receivable	7,661.67
Total Accounts Receivable	7,661.67
Other Current Assets	
Accounts Receivable Employee	705.61
Accounts Receivable Other	1,909.46
Due from McCullough	113,393.12
Prepaid Expenses	4,168.50
Total Other Current Assets	120,176.69
Total Current Assets	153,044.47
Fixed Assets	
Equipment - Office	348.98
Furnitures & Fixtures	1,001.07
Total Fixed Assets	1,350.05
TOTAL ASSETS	**154,394.52**
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	8,442.13
Total Accounts Payable	8,442.13
Other Current Liabilities	
Payroll Liabilities	2,319.37
Sales Tax Payable	2,336.56
Total Other Current Liabilities	4,655.93
Total Current Liabilities	13,098.06
Long Term Liabilities	
Contract Payable	70,000.00
Total Long Term Liabilities	70,000.00
Total Liabilities	83,098.06
Equity	
Net Income	71,296.46
Total Equity	71,296.46
TOTAL LIABILITIES & EQUITY	**154,394.52**

01/22/97

La Residence Suite Hotel
A/R Aging Summary
As of December 31, 1996

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
American Express	0.00	0.00	0.00	0.00	0.00	0.00
Atkin	0.00	-554.14	554.14	0.00	0.00	0.00
Bailey	0.00	0.00	0.00	0.00	0.00	0.00
Boissean	2,131.67	-1,332.58	2,382.58	0.00	0.00	3,181.67
Hartry	0.00	0.00	0.00	0.00	0.00	0.00
Henry	0.00	-920.55	920.55	0.00	0.00	0.00
Hickey	-1,276.29	0.00	1,027.90	3,186.49	1,541.90	4,480.00
King	0.00	0.00	0.00	0.00	0.00	0.00
Mead	-150.00	0.00	150.00	0.00	0.00	0.00
MLJ	0.00	-906.95	906.95	0.00	0.00	0.00
Rittler	0.00	-2,340.00	540.00	-120.00	1,920.00	0.00
Sharpe	0.00	0.00	-3,471.32	-2,224.20	5,695.52	0.00
Tadasse	0.00	-1,380.00	0.00	1,380.00	0.00	0.00
Tyler	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL	705.38	-7,434.22	3,010.80	2,222.29	9,157.42	7,661.67

01/22/97

La Residence Suite Hotel
Accounts Payable Trade
As of December 31, 1996

	Dec 31, '96
AT & T	283.67
Boyd Coffee Company	113.51
Cyrus Khatibi	509.59
Eastside Disposal Service	178.68
Ecolab	101.83
LCI International	732.36
Magid Khatibi	203.84
Mutual Travel, Inc.	109.50
Puget Power	2,373.94
Puget Sound Leasing Co., Inc.	190.19
Safco Insurance Companies	2,572.00
Security Safe & Lock, Inc.	254.11
U.S. West Communications	468.91
V.F. Accounting Services	350.00
TOTAL	8,442.13

La Residence Suite Hotel

Monthly Profit and Loss

June through December 1996

	Jun '96	Jul '96	Aug '96	Sep '96	Oct '96	Nov '96	Dec '96	TOTAL
Ordinary Income/Expense								
Income								
Fee Income	35,716.47	53,114.65	53,344.78	47,767.83	46,776.09	40,700.60	37,152.29	314,572.71
Total Income	35,716.47	53,114.65	53,344.78	47,767.83	46,776.09	40,700.60	37,152.29	314,572.71
Expense								
Advertising	744.49	582.45	447.88	498.00	721.35	1,171.95	0.00	4,166.12
Automobile Expense	10.00	0.00	0.00	0.00	0.00	10.00	0.00	20.00
Bank Service Charges	0.00	30.00	0.00	0.00	1,094.62	38.21	0.00	1,162.83
Commission	0.00	0.00	70.50	0.00	19.00	114.40	109.50	313.40
Credit Charge Discounts	0.00	1,128.89	976.63	959.09	285.51	795.94	1,081.61	5,227.67
Equipment Rental	0.00	905.56	190.19	903.39	190.19	190.19	190.19	2,569.71
Food	277.10	914.40	620.63	192.40	446.29	302.26	401.09	3,154.17
Insurance	0.00	0.00	0.00	3,025.29	11.93	0.00	0.00	3,037.22
Interest Expense	0.00	1,403.84	713.43	690.41	713.43	690.41	713.43	4,924.95
Licenses and Permits	0.00	0.00	70.00	20.00	0.00	110.00	0.00	200.00
Payroll Expenses	0.00	15,623.31	5,096.81	27,155.38	12,908.87	23,103.49	11,453.86	95,341.72
Postage and Delivery	16.00	16.00	16.00	25.60	28.80	16.00	10.50	128.90
Professional Fees	475.00	350.00	3,350.00	2,350.00	350.00	1,850.00	350.00	9,075.00
Rent / Lease Hotel	0.00	20,124.55	10,089.37	10,089.37	10,115.98	10,115.98	10,115.98	70,651.23
Repairs and Maintenance	512.57	1,048.38	217.58	276.40	1,261.02	1,414.54	539.19	5,269.68
Supplies	215.55	328.29	787.62	672.97	812.45	761.94	2,050.75	5,629.57
Taxes	0.00	0.00	0.00	529.42	325.04	157.72	143.75	1,155.93
Telephone	487.68	2,242.11	1,486.44	1,107.18	0.57	4,012.61	1,484.94	10,821.53
Utilities	2,196.52	3,858.44	2,335.70	3,668.85	1,618.07	4,402.72	2,552.62	20,632.92
Total Expense	4,934.91	48,556.22	26,468.78	52,163.75	30,903.12	49,258.36	31,197.41	243,482.55
Net Ordinary Income	30,781.56	4,558.43	26,876.00	(4,395.92)	15,872.97	(8,557.76)	5,954.88	71,090.16
Other Income/Expense								
Other Income								
Cash Over (Short)	0.00	0.00	(19.66)	0.00	0.00	0.00	(38.31)	(57.9
Interest Income	9.07	40.67	45.27	66.70	76.64	36.81	34.08	309.24
Other Income	0.00	0.00	0.76	0.00	0.00	0.00	0.00	0.76
Total Other Income	9.07	40.67	26.37	66.70	76.64	36.81	(4.23)	252.03
Other Expense								
Other Expenses	0.00	45.73	0.00	0.00	0.00	0.00	0.00	45.73
Total Other Expense	0.00	45.73	0.00	0.00	0.00	0.00	0.00	45.73
Net Other Income	9.07	(5.06)	26.37	66.70	76.64	36.81	(4.23)	206.30
Net Income	**30,790.63**	**4,553.37**	**26,902.37**	**(4,329.22)**	**15,949.61**	**(8,520.95)**	**5,950.65**	**71,296.46**

PP

EXHIBIT 'PP'

La Residence Suite Hotel

Profit and Loss

January through December 1997

	Jan - Dec '97	% of Income	
Ordinary Income/Expense			
Income			
Fee Income			
Laundry	854.92	0.2%	
Miscellaneous	284.98	0.1%	
Non Taxable Room	136,924.67	26.4%	
Parking Valet	30.97	0.0%	
Taxable Room	353,386.53	68.0%	
Telephone	27,972.47	5.4%	
Total Fee Income	519,454.54		100.0%
Total Income	519,454.54		100.0%
Expense			
Casual Labor	48.00		0.0%
Advertising	8,836.72		1.7%
Automobile Expense	35.00		0.0%
Commission	1,003.20		0.2%
Contributions	100.00		0.0%
Credit Charge Discounts	13,286.57		2.6%
Dues and Subscriptions	391.35		0.1%
Equipment Rental	2,308.40		0.4%
Food	5,122.02		1.0%
Insurance			
Liability Insurance	3,734.04	0.7%	
Total Insurance	3,734.04		0.7%
Interest Expense			
Interest Expense Other	10,747.35	2.1%	
Interest Expense - Other	1,109.47	0.2%	
Total Interest Expense	11,856.82		2.3%
Licenses and Permits	314.00		0.1%
Payroll Expenses	173,836.14		33.5%
Postage and Delivery	372.15		0.1%
Professional Fees			
Accounting	5,200.00	1.0%	
Total Professional Fees	5,200.00		1.0%
Rent / Lease Hotel	122,260.08		23.5%
Repairs and Maintenance			
Building Repairs	9,675.96	1.9%	
Equipment Repairs	7,295.47	1.4%	
Total Repairs and Maintenance	16,971.43		3.3%
Supplies			
Office	3,574.28	0.7%	
Room	9,124.59	1.8%	
Supplies - Other	50.05	0.0%	
Total Supplies	12,748.92		2.5%
Taxes			
Local	889.34	0.2%	
Property	24,455.16	4.7%	
State	2,184.33	0.4%	

La Residence Suite Hotel

Profit and Loss

January through December 1997

	Jan - Dec '97	% of Income
Total Taxes	27,528.83	5.3%
Telephone	15,660.57	3.0%
Travel & Ent		
Meals	318.63	0.1%
Total Travel & Ent	318.63	0.1%
Utilities		
Cable	4,017.00	0.8%
Disposal	2,167.51	0.4%
Gas and Electric	17,946.07	3.5%
Water	13,618.90	2.6%
Total Utilities	37,749.48	7.3%
Total Expense	459,682.35	88.5%
Net Ordinary Income	59,772.19	11.5%
Other Income/Expense		
Other Income		
Cash Over (Short)	(524.29)	(0.1)%
Interest Income	362.36	0.1%
Total Other Income	(161.93)	(0.0)%
Net Other Income	(161.93)	(0.0)%
Net Income	59,610.26	11.5%

La Residence Suite Hotel

Statement of Cash Flow
For The Period Ended December 31, 1997

Cash flows from operating activities:	
Income:	
Nontaxable Room Charge	136,924.67
Taxable Room Charge	359,923.20
Telephone	27,972.47
Laundry	854.92
Misc.	315.95
	525,991.21
Operating Expenses:	
Advertising	8,836.72
Commission	1,112.70
Bank & Credit Card Charge	13,286.57
Dues & Subscriptions	391.35
Equipment Rental	2,498.59
Food	5,235.53
Insurance	6,306.04
Interest	12,570.25
License & Permits	314.00
Payroll	175,039.92
Postage	372.15
Accounting	5,000.00
Rent / Lease Hotel	122,260.08
Repair & Maintenance	17,129.54
Supplies	12,850.75
Taxes	79,026.93
Telephone	16,465.00
Utilities	40,302.10
Miscellaneous	663.56
	519,661.78
Net cash provided by operating activities	6,329.43
Cash flows from investing activities:	
Capital expenditures	(4,951.47)
Cash flows from financing activities:	
Net borrowing	19,037.83
Payment to Guitty	(41,490.65)
Payment to McCullough	(1,484.26)
Payment to Shirin	(4,000.00)
Advance to Employee	(1,800.00)
	(28,359.12)
Cash Beginning Balance	25,150.72
Cash and cash equivalent at end of period	(3,208.40)

SCHEDULE C (Form 1040)

Department of the Treasury Internal Revenue Service (99)

Profit or Loss From Business

(Sole Proprietorship)

▶ Partnerships, joint ventures, etc., must file Form 1065.

▶ Attach to Form 1040 or Form 1041. ▶ See Instructions for Schedule C (Form 1040).

Attachment Sequence No. 09

OMB No. 1545-0074

1997

Name of proprietor: Guitty Zamani

Social security number (SSN): 084-46-4879

Principal business or profession, including product or service (see instructions): HOTELS, MOTELS, & TOURIST HOMES

B Enter principal business code (see inst) ▶ 7096

Business name. If no separate business name, leave blank. La Residence Suite Hotel

D Employer ID number (EIN), if any: 91-1727100

Business address (including suite or room no.) ▶

City, town or post office, state, and ZIP code

Accounting method: (1) ☒ Cash (2) ☐ Accrual (3) ☐ Other (specify) ▶

Did you "materially participate" in the operation of this business during 1997? If "No," see instructions for limit on losses . . . . . ☒ Yes ☐ No

If you started or acquired this business during 1997, check here . . . . . ▶ ☐

Part I Income

1	Gross receipts or sales. Caution: If this income was reported to you on Form W-2 and the "Statutory employee" box on that form was checked, see instructions and check here ▶ ☐	1	519,455
2	Returns and allowances	2	
3	Subtract line 2 from line 1	3	519,455
4	Cost of goods sold (from line 42 on page 2)	4	191,707
5	Gross profit. Subtract line 4 from line 3	5	327,748
6	Other income, including Federal and state gasoline or fuel tax credit or refund (see instructions)	6	
7	Gross income. Add lines 5 and 6 ▶	7	327,748

Part II Expenses. Enter expenses for business use of your home only on line 30.

8	Advertising	8	8,837	19	Pension and profit-sharing plans	19	
9	Bad debts from sales or services (see instructions)	9		20	Rent or lease (see instructions):		
10	Car and truck expenses (see instructions)	10	35	a	Vehicles, machinery, and equipment	20a	2,308
11	Commissions and fees	11	1,003	b	Other business property	20b	122,260
12	Depletion	12		21	Repairs and maintenance	21	16,971
13	Depreciation and section 179 expense deduction (not included in Part III) (see instructions)	13		22	Supplies (not included in Part III)	22	
14	Employee benefit programs (other than on line 19)	14		23	Taxes and licenses See.Stmt 2.	23	106,005
15	Insurance (other than health)	15	3,734	24	Travel, meals, and entertainment:		
16	Interest:			a	Travel	24a	
a	Mortgage (paid to banks, etc.)	16a	11,857	b	Meals and entertainment		
b	Other	16b		c	Enter 50% of line 24b subject to limitations (see instructions)		
17	Legal and professional services	17	5,200	d	Subtract line 24c from line 24b	24d	
18	Office expense	18		25	Utilities	25	37,749
				26	Wages (less employment credits)	26	NONE
				27	Other expenses (from line 48 on page 2)	27	30,340
28	Total expenses before expenses for business use of home. Add lines 8 through 27 in columns ▶					28	346,299
29	Tentative profit (loss). Subtract line 28 from line 7					29	-18,551
30	Expenses for business use of your home. Attach Form 8829					30	
31	Net profit or (loss). Subtract line 30 from line 29. • If a profit, enter on Form 1040, line 12, and ALSO on Schedule SE, line 2 (statutory employees, see instructions). Estates and trusts, enter on Form 1041, line 3. • If a loss, you MUST go on to line 32.					31	-18,551
32	If you have a loss, check the box that describes your investment in this activity (see instructions). • If you checked 32a, enter the loss on Form 1040, line 12, and ALSO on Schedule SE, line 2 (statutory employees, see instructions). Estates and trusts, enter on Form 1041, line 3. • If you checked 32b, you MUST attach Form 6198.					32a ☒ All investment is at risk. 32b ☐ Some investment is not at risk.	

QQ

QQ

EXHIBIT 'QQ'

La Residence Suite Hotel

Profit and Loss

January through December 1998

	Jan - Dec '98	% of Income
Ordinary Income/Expense		
Income		
Fee Income		
Laundry	59.86	0.0%
Miscellaneous	785.64	0.2%
Non Taxable Room	78,928.36	21.4%
Taxable Room	275,860.50	74.8%
Telephone	13,243.46	3.6%
Total Fee Income	368,877.82	100.0%
Total Income	368,877.82	100.0%
Expense		
Penalty	8,542.41	2.3%
Advertising	5,205.15	1.4%
Bank Service Charges	1,539.53	0.4%
Commission	1,837.53	0.5%
Credit Charge Discounts	10,796.23	2.9%
Dues and Subscriptions	548.70	0.1%
Equipment Rental	4,822.69	1.3%
Food	4,091.06	1.1%
Insurance		
Liability Insurance	6,410.55	1.7%
Total Insurance	6,410.55	1.7%
Interest Expense		
Bank Loan Interest	475.59	0.1%
Finance Charge	5,680.13	1.5%
Interest Expense Other	11,335.06	3.1%
Interest Expense - Other	614.15	0.2%
Total Interest Expense	18,104.93	4.9%
Licenses and Permits	195.75	0.1%
Payroll Expenses	154,107.56	41.8%
Postage and Delivery	128.00	0.0%
Professional Fees		
Accounting	6,680.00	1.8%
Total Professional Fees	6,680.00	1.8%
Rent / Lease Hotel	112,625.33	30.5%
Repairs and Maintenance		
Building Repairs	10,344.90	2.8%
Computer Repairs	323.65	0.1%
Equip. & Furniture Repairs	8,551.38	2.3%
Repairs and Maintenance - Other	218.94	0.1%
Total Repairs and Maintenance	19,438.87	5.3%
Supplies		
Office	1,477.29	0.4%
Room	6,565.13	1.8%
Supplies - Other	53.51	0.0%
Total Supplies	8,095.93	2.2%

La Residence Suite Hotel

Profit and Loss

January through December 1998

	Jan - Dec '98	% of Income
Taxes		
Local	433.75	0.1%
Property	26,868.47	7.3%
State	1,515.45	0.4%
Total Taxes	28,817.67	7.8%
Telephone	18,835.52	5.1%
Travel & Ent		
Meals	17.32	0.0%
Total Travel & Ent	17.32	0.0%
Utilities		
Cable	3,672.18	1.0%
Disposal	2,670.09	0.7%
Gas and Electric	14,843.71	4.0%
Water	16,610.20	4.5%
Total Utilities	37,796.18	10.2%
Total Expense	448,636.91	121.6%
Net Ordinary Income	(79,759.09)	(21.6)%
Other Income/Expense		
Other Income		
Cash Over (Short)	54.98	0.0%
Interest Income	72.06	0.0%
Total Other Income	127.04	0.0%
Net Other Income	127.04	0.0%
Net Income	**(79,632.05)**	**(21.6)%**

La Residence Suite Hotel

Balance Sheet

As of August 31, 1998

	Aug 31, '98
ASSETS	
Current Assets	
Checking/Savings	
Register	95.57
Seafirst Bank Checking	5,226.73
Seafirst Bank Savings	100.36
Total Checking/Savings	5,422.66
Other Current Assets	
Employee Advance	1,256.76
Total Other Current Assets	1,256.76
Total Current Assets	6,679.42
Fixed Assets	
Equipment - Office	348.98
Furnitures & Fixtures	7,475.72
Total Fixed Assets	7,824.70
TOTAL ASSETS	14,504.12
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	29,005.10
Total Accounts Payable	29,005.10
Credit Cards	
Credit Card	57,106.85
Total Credit Cards	57,106.85
Other Current Liabilities	
Accounts Payable Other	200.00
Payroll Liabilities	1,139.80
Sales Tax Payable	3,395.28
Total Other Current Liabilities	4,735.08
Total Current Liabilities	90,847.03
Long Term Liabilities	
Contract Payable	70,000.00
Total Long Term Liabilities	70,000.00
Total Liabilities	160,847.03
Equity	
Zamani, Capital	-41,022.59
Zamani, Drawing	-59,501.72
Net Income	-45,818.60
Total Equity	-146,342.91
TOTAL LIABILITIES & EQUITY	14,504.12

La Residence Suite Hotel

Monthly Profit and Loss

January through December 1998

	Jan '98	Feb '98	Mar '98	Apr '98	May '98	Jun '98	Jul '98	Aug '98	Sep '98	Oct '98	Nov '98	Dec '98	TOTAL
Ordinary Income/Expense													
Income													
Fee Income	26,285.14	12,913.14	26,550.01	27,171.08	23,579.21	33,923.59	55,345.60	46,989.67	38,230.35	29,885.86	28,967.05	19,037.12	368,877.82
Total Income	26,285.14	12,913.14	26,550.01	27,171.08	23,579.21	33,923.59	55,345.60	46,989.67	38,230.35	29,885.86	28,967.05	19,037.12	368,877.82
Expense													
Penalty	0.00	0.00	0.00	0.00	0.00	0.00	0.00	142.25	4,488.51	0.00	0.00	3,911.65	8,542.41
Advertising	472.70	955.43	795.50	531.95	533.90	436.55	168.68	(22.95)	305.01	493.50	155.90	379.00	5,205.15
Bank Service Charges	348.04	660.74	530.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,539.53
Commission	0.00	520.00	199.50	19.00	216.50	434.75	66.00	180.88	0.00	56.90	144.00	0.00	1,837.53
Credit Charge Discounts	795.87	417.53	572.71	387.51	743.38	854.40	1,046.48	1,809.12	1,479.60	1,115.97	940.44	633.22	10,796.23
Dues and Subscriptions	35.10	0.00	0.00	0.00	35.10	20.00	59.15	24.05	0.00	70.20	270.00	35.10	548.70
Equipment Rental	190.90	190.90	190.90	232.81	594.74	519.99	536.25	536.25	190.90	896.75	190.90	551.40	4,822.69
Food	285.50	258.28	173.62	167.71	172.37	310.73	675.66	371.78	440.11	329.48	688.99	216.83	4,091.06
Insurance	625.13	625.12	625.13	0.00	1,875.37	0.00	0.00	664.95	664.95	664.95	0.00	664.95	6,410.55
Interest Expense	951.23	1,084.16	951.23	1,302.27	1,464.12	1,857.30	1,920.89	1,215.42	2,164.23	1,425.15	1,472.70	2,296.23	18,104.93
Licenses and Permits	10.00	0.00	0.00	0.00	110.00	0.00	75.75	0.00	0.00	0.00	0.00	0.00	195.75
Payroll Expenses	14,319.75	12,486.31	13,062.67	14,420.06	11,100.88	8,134.74	23,900.10	15,525.13	13,287.59	10,549.88	10,341.79	6,978.66	154,107.56
Postage and Delivery	0.00	0.00	0.00	0.00	0.00	32.00	0.00	32.00	0.00	32.00	0.00	32.00	128.00
Professional Fees	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	1,880.00	170.00	1,280.00	550.00	6,680.00
Rent / Lease Hotel	0.00	10,264.01	10,264.01	10,264.01	10,260.12	10,260.12	20,520.28	0.00	10,260.16	10,260.16	10,136.23	10,136.23	112,625.33
Repairs and Maintenance	672.71	2,804.06	1,208.62	3,294.27	429.66	894.52	2,385.88	3,745.71	1,862.35	516.28	528.50	1,096.31	19,438.87
Supplies	331.32	179.32	341.49	845.66	1,756.41	1,185.81	587.29	1,308.43	721.35	99.18	295.81	443.86	8,095.93
Taxes	14,040.41	50.70	153.51	120.17	4,261.82	243.92	238.62	0.00	9,308.77	98.56	120.50	180.69	28,817.67
Telephone	2,381.69	1,005.55	3,966.16	944.53	99.68	2,861.26	1,501.12	1,658.17	1,528.05	(707.70)	2,093.96	1,503.05	18,835.52
Travel & Ent	0.00	0.00	0.00	0.00	0.00	0.00	17.32	0.00	0.00	0.00	0.00	0.00	17.32
Utilities	4,047.07	2,257.73	3,779.39	1,785.47	3,726.79	1,215.16	3,470.98	512.17	7,650.91	4,216.43	4,585.27	548.81	37,796.18
Total Expense	39,857.42	34,109.84	37,165.19	34,665.42	37,730.84	29,611.25	57,520.43	28,053.36	56,232.49	30,287.69	33,244.99	30,157.99	448,636.91
Net Ordinary Income	(13,572.28)	(21,196.70)	(10,615.18)	(7,494.34)	(14,151.63)	4,312.34	(2,174.83)	18,936.31	(18,002.14)	(401.83)	(4,277.94)	(11,120.87)	(79,759.09)
Other Income/Expense													
Other Income													
Cash Over (Short)	0.00	0.00	0.00	0.00	0.00	54.98	0.00	0.00	0.00	0.00	0.00	0.00	54.98
Interest Income	4.63	8.58	4.22	2.37	5.89	2.37	9.39	11.23	13.25	4.08	3.26	2.79	72.06
Total Other Income	4.63	8.58	4.22	2.37	5.89	57.35	9.39	11.23	13.25	4.08	3.26	2.79	127.04
Net Other Income	4.63	8.58	4.22	2.37	5.89	57.35	9.39	11.23	13.25	4.08	3.26	2.79	127.04
Net Income	(13,567.65)	(21,188.12)	(10,610.96)	(7,491.97)	(14,145.74)	4,369.69	(2,165.44)	18,947.54	(17,988.89)	(397.75)	(4,274.68)	(11,118.08)	(79,632.05)

RR

RR

EXHIBIT 'RR'

La Residence Suite Hotel
Profit & Loss
January through December 1999

	Jan - Dec '99
Ordinary Income/Expense	
Income	
Fee Income	
Miscellaneous	1,313.53
Non Taxable Room	65,360.07
Taxable Room	267,229.35
Telephone	9,355.48
Total Fee Income	343,258.43
Total Income	343,258.43
Expense	
Loan expenses	1,663.48
Loan fee	13,200.00
Advertising	2,323.93
Bank Service Charges	-103.17
Commission	853.40
Credit Charge Discounts	10,686.74
Dues and Subscriptions	385.10
Equipment Rental	4,857.48
Food	2,658.58
Insurance	
Liability Insurance	7,895.45
Total Insurance	7,895.45
Interest Expense	
Bank Loan Interest	15,884.74
Finance Charge	7,251.74
Interest On Notes Payable	11,774.43
Total Interest Expense	34,910.91
Licenses and Permits	288.75
Payroll Expenses	93,168.36
Postage and Delivery	239.55
Professional Fees	
Accounting	5,880.00
Consulting	1,000.00
Legal Fees	352.05
Total Professional Fees	7,232.05
Rent / Lease Hotel	103,822.06
Repairs and Maintenance	
Building Repairs	11,655.88
Computer Repairs	76.02
Equip. & Furniture Repairs	2,860.94
Total Repairs and Maintenance	14,592.84
Supplies	
Office	1,130.66
Room	7,333.11
Supplies - Other	33.09
Total Supplies	8,496.86
Taxes	
Local	1,035.74
Property	37,621.08
State	1,449.42
Total Taxes	40,106.24
Telephone	22,264.26
Utilities	
Cable	3,456.40
Disposal	2,635.13
Gas and Electric	15,048.63
Water & Sewer	19,885.59

La Residence Suite Hotel
Profit & Loss
January through December 1999

	Jan - Dec '99
Total Utilities	41,025.75
Total Expense	410,568.62
Net Ordinary Income	-67,310.19
Other Income/Expense	
Other Income	
Interest Income	1,095.81
Total Other Income	1,095.81
Net Other Income	1,095.81
Net Income	**-66,214.38**

La Residence Suite Hotel
Room Income
January through December 1999

Date	Name	Memo	Amount
Fee Income			
Non Taxable Room			
1/5/1999		B# 489	2,480.00
1/17/199		B# 0492	300.00
2/3/1999	Bailey	B# 0498	1,750.00
2/17/199	Bunch	B#0501	1,540.00
2/28/199	Bunch	Room 202	1,540.00
3/3/1999	Bunch	B# 508A	1,540.00
3/3/1999	Bunch	B# 508A	1,760.00
3/13/199		B# 0509	990.00
3/20/199	Bailey	B# 0510	2,030.00
4/5/1999	Bailey		2,170.00
4/24/199	Bunch	B# 0515	2,420.00
5/3/1999	Bailey		2,100.00
5/15/199		B# 0519	1,000.00
5/29/199		B# 0521	2,140.00
6/5/1999		B# 0522	3,170.00
6/26/199		B# 0525	1,000.00
7/3/1999		B# 0527	2,100.00
7/11/199		B# 0529	1,400.07
7/22/199	Jim Hill	Refund	-380.00
7/24/199		B# 0531	800.00
7/31/199	Burr	B# 0534	800.00
8/7/1999	Bailey	B#0535	2,170.00
8/14/199		B# 0536-05...	7,000.00
9/8/1999	Newton	B# 0543	2,400.00
9/11/199		B# 0544	2,240.00
9/30/199		B# 0549	3,400.00
10/9/199		B#0550	1,200.00
10/12/19		B# 0552	1,290.00
10/23/19		B# 0552	2,100.00
11/6/199		B# 0555	2,160.00
11/20/19		B# 0557	340.00
11/25/19		B# 0559	1,700.00
12/4/199		B#0561	1,000.00
12/5/199		B# 0562	190.00
12/24/19		B# 0565	2,720.00
12/26/19		B# 0566	2,800.00
Total Non Taxable Room			65,360.07
Taxable Room			
1/3/1999		B# 0488	1,010.00
1/5/1999		B# 0489	2,765.00

La Residence Suite Hotel
Room Income
January through December 1999

Date	Name	Memo	Amount
1/10/199		B# 0490	290.00
1/14/199		B# 491	1,035.00
1/17/199		B# 0492	845.00
1/20/199		B# 493	2,780.00
1/24/199		B# 0494	3,200.00
1/27/199		B# 0495	750.00
1/28/199		B# 0496	360.00
1/31/199		B# 0497	550.00
2/3/1999		B# 0498	1,365.00
2/7/1999		B# 0499	1,830.00
2/11/199		Room #308	736.65
2/14/199		B# 0500	2,480.00
2/14/199		B# 0500	1,734.00
2/17/199		B#0501	1,020.00
2/17/199		B#0501	46.04
2/18/199		B# 0502	1,450.00
2/21/199		B# 0503	2,945.00
2/22/199		B#0504	1,140.00
2/22/199		No batch	1,305.64
2/25/199		B# 0505-6	1,030.00
2/28/199		B# 0507	885.00
3/3/1999		B# 508A	320.00
3/7/1999		B# 0508	2,255.00
3/13/199		B# 0509	5,155.00
3/20/199		B# 0510	2,860.00
3/22/199		B# 0511	7,450.00
4/4/1999		B# 0512	3,115.00
4/10/199		B# 0513	2,520.00
4/18/199		B# 0514	2,542.50
4/24/199		B# 0515	4,050.00
4/26/199		B# 0516	1,615.00
4/30/199		B# 517	665.00
5/9/1999		B#0518	9,425.00
5/15/199		B# 0519	1,800.00
5/22/199		B# 0520	4,905.00
5/29/199		B# 0521	1,412.48
6/5/1999		B# 0522	6,290.94
6/10/199			496.29
6/12/199		B# 0523	3,410.00
6/19/199		B# 0524	3,615.00
6/21/199			502.29
6/26/199		B# 0525	5,685.00
6/27/199		B# 0526	815.00

La Residence Suite Hotel
Room Income
January through December 1999

Date	Name	Memo	Amount
7/3/1999		B# 0527	6,325.00
7/5/1999		B# 0528	2,705.00
7/11/199		B# 0529	2,920.00
7/18/199		B# 530	8,398.32
7/24/199		B# 0531	11,398.86
7/28/199		B# 0532-3	3,120.00
7/31/199		B# 0534	10,925.00
8/7/1999		B#0535	5,585.00
8/14/199		B# 0536-05...	8,055.00
8/21/199		B# 0538	2,890.00
8/28/199		B# 0539-05...	9,175.00
8/31/199		Returned-B...	-380.77
9/4/1999		B# 0542	6,384.76
9/8/1999		B# 0543	2,340.00
9/11/199		B# 0544	6,865.00
9/12/199		B# 0545	785.00
9/19/199		B# 0546	3,905.00
9/19/199		B# 0547	2,190.00
9/26/199		B# 0548	3,940.00
9/30/199		Return	-92.45
9/30/199		B# 0549	5,630.00
9/30/199			420.00
10/9/199		B#0550	1,845.00
10/12/19		B# 0552	95.00
10/16/19		B# 0551	1,805.00
10/16/19		B# 0551	-120.00
10/23/19		B# 0552	5,885.00
10/30/19		B# 0552	3,680.00
11/6/199		B# 0555	7,415.00
11/13/19		B# 0556	2,248.80
11/20/19		B# 0557	3,525.00
11/21/19		B# 0558	1,190.00
11/25/19		B# 0559	2,130.00
11/27/19		B# 0560	4,075.00
11/30/19		Western U...	-420.00
12/4/199		B#0561	5,475.00
12/5/199		B# 0562	2,115.00
12/10/19		B# 0563	5,425.00
12/18/19		B# 0564	6,990.00
12/24/19		B# 0565	2,375.00
12/26/19		B# 0566	360.00
12/31/19		B# 0567	5,195.00

La Residence Suite Hotel
Room Income
January through December 1999

Date	Name	Memo	Amount
Total Taxable Room			267,229.35
Total Fee Income			332,589.42
TOTAL			**332,589.42**

EXHIBIT 'SS'

SS

AGREEMENT FOR CONVEYANCE AND MUTUAL RELEASE OF CLAIMS

THIS AGREEMENT IS MADE and entered into on this 28TH day of May 1999, between and among the following parties:

Guitty Zamani, formerly known as Guitty Zamani Ehsani, of Redmond, King County, Washington, herein referred to as "Zamani"; and

David E. McCullough and Chong R. McCullough, husband and wife, of Olympia, Washington, Edward F. McCullough of Bellevue, King County, Washington, The McCullough Family Partnership, a Washington partnership, and The McCullough Group, Inc., a Washington corporation, herein referred to collectively as "McCulloughs".

RECITALS:

A. On September 1, 1992, Zamani and her now ex-husband, Zia Ehsani ("Ehsani") sold, and McCulloughs purchased, certain commercial real property commonly known as the La Residence Suite Hotel, 475 - 100th Avenue Northeast, Bellevue, King County, Washington 98004 (the "Hotel"). As part of the purchase price, McCulloughs executed an Installment Note (the "Note") payable to Zamani and Ehsani in the principal amount of One Million Dollars ($1,000,000.00). The Note is secured by a Deed of Trust on the Hotel property (the "Deed of Trust").

B. McCulloughs have operated the Hotel since September 1, 1992.

C. A decree dissolving the marriage of Zamani and Ehsani was entered in King County Superior Court Cause Number 92-3-07306-8 in 1994. The decree awards the Note and Deed of Trust in the following proportions: 61.05% to Zamani; 38.95% to Ehsani.

D. The parties and also Ehsani entered into a written contract in June 1996 under which Zamani received possession and management of the Hotel. That contract shall remain in full force and effect, subject only to the changes effected by this agreement.

E. In December 1997 Ehsani commenced a lawsuit against McCulloughs in which he named Zamani as a co-plaintiff to judicially foreclose McCulloughs' interest in the Hotel property for defaults under the Note and Deed of Trust referred to paragraph A, above.

F. First Community Bank, Lacey, Washington, ("the Bank") holds a Note in the approximate original sum of $925,000.00 which is secured by a first priority Deed of Trust on the Hotel property. The Bank's Deed of Trust foreclosure sale is presently scheduled for June 11, 1999. The last day to cure defaults and discontinue the Bank's foreclosure sale is the 11th day before the

sale. The 11th day is Monday, May 31, 1999, the Memorial Day holiday. It is unclear whether the deadline to cure defaults rolls over to Tuesday, June 1, 1999, or whether it is Friday, May 28, 1999. Out of precaution, the parties are treating Friday, May 28, 1999 as the last day to cure defaults.

G. McCulloughs face a potentially large deficiency judgment as a consequence of Ehsani's foreclosure lawsuit, in which Zamani is a co-plaintiff. McCullough's wish to minimize as much as possible their exposure to a deficiency judgment. Zamani is willing to release McCulloughs from all further claims, and McCulloughs are willing to release Zamani from all claims, on the terms of the agreement set forth below. A primary intended and anticipated consequence of this agreement is that McCulloughs will be freed of Zamani's 61.05% portion of the deficiency claim and will be subject only to Ehsani's 38.95% portion of the deficiency claim, in the event there is a deficiency.

NOW, THEREFORE, Zamani and McCulloughs agree as follows:

1. **Effective Date:** This agreement shall be effective and binding upon the parties, their heirs, representatives, successors and assigns effective Friday, May 28, 1999.

2. On Friday, May 28, 1999, McCulloughs shall execute a Deed of Trust as grantors in favor of Centrum Financial Services, Inc., of Seattle, Washington, to secure the loan made by Centrum to Guitty Zamani for cure of defaults on the Bank's note secured by first deed of trust. The purpose of that loan is to cure the defaults, discontinue the June 11, 1999 Deed of Trust foreclosure sale, and provide a cushion for future payment of installments to the Bank and to Centrum Financial Services, Inc., and to provide a fund for payment of the 2nd half of the 1999 King County real property tax.

3. McCulloughs shall convey all their right title, claim, and interest in the business and the real property known as La Residence Suite Hotel, 475 - 100th Avenue Northeast, Bellevue, King County, Washington 98004 (the "Hotel") to Guitty Zamani by way of a non-merger deed, provided that such conveyance is approved in writing by the Bank.

4. The conveyance by McCulloughs to Zamani shall not merge the legal title to the Hotel property with Zamani's 61.05% interest under the Note and Deed of Trust. The legal title and Zamani's interest under the Note and Deed of Trust, though both held by Zamani after the conveyance hereunder, shall remain separate and distinct factually, legally, equitably, and in all other respects. The deed by which the conveyance is made shall recite on its face that it is a non-merger deed and that no merger shall occur upon delivery and that the conveyance shall not merge Zamani's position as beneficiary under the Deed of Trust with the legal title acquired via the conveyance.

G.Z

5. Upon approval by the Bank of McCulloughs' conveyance hereunder to Zamani, which shall be sought and obtained as expeditiously as possible, and in any event within ten days after the date of this contract, and upon execution and recording of a non-merger deed from McCulloughs to Zamani, the provisions of this contract for mutual release of claims between Zamani and McCulloughs shall become effective. Such conveyance and recordation shall occur within 20 days after Friday, May 28, 1999, or this contract will become null and void.

6. If deemed necessary by Zamani's counsel, and solely in Zamani's discretion, the conveyance may be structured such that it is to an entity such a trust established for Zamani's benefit. This would be done only if it is deemed necessary to prevent the occurrence of a merger of Zamani's security position with the legal title.

7. Mutual Release of Claims: Subject to the conditions set forth in paragraph 5, above, Zamani and McCulloughs do hereby release one-another, their parent or subsidiary corporations, affiliates, directors, officers, management personnel, insurers and sureties, agents, employees, predecessors or successors, and assigns, jointly and severally, from all claims, counterclaims, damages, actions, causes of action, or suits of any kind or nature, arising now or in the future or related in any way to the transaction by which the McCulloughs purchased the Hotel, the 9/1/92 Installment Note and Deed of Trust, McCulloughs' operation of the Hotel to June 13, 1996, and Zamani's operation of the Hotel on and after June 13, 1996.

The release of claims set forth in the preceding paragraph is not intended to and does not extend to or inure to the benefit of Zia Ehsani. McCulloughs do not hereby release Ehsani from any claims.

Zamani's release of claims against McCulloughs applies only to her 61.05% share of the Note and Deed of Trust. Zamani has no power to and does not purport to release McCulloughs from any claims that have been or could be made by Zia Ehsani.

8. Upon the release of claims becoming effective, the McCulloughs, nor any of them, shall actively contribute to, support, encourage, or participate in any claims made by Zia Ehsani against Zamani.

9. McCulloughs understand and acknowledge that Zia Ehsani intends to pursue a claim for deficiency against them under his 38.95% share of the Note and Deed of Trust. Zamani does not hereby assume any responsibility or obligation to indemnify, defend, or hold harmless the McCulloughs against Ehsani's claim for deficiency against McCulloughs or any other claim asserted by Ehsani against McCulloughs. Such matters are to resolved solely between McCulloughs and Ehsani with no involvement, obligation, or liability by or upon Zamani.

G.Z

10. **Attorney Fees, Costs, & Expenses in the Event of Breach**. If a party defaults in performance of any one or more of the party=s obligations under this agreement, or breaches any term or condition of this agreement, and the other party places this agreement in the hands of an attorney for collection, enforcement, and/or litigation, the party in default or breach of this agreement shall pay the other party=s reasonable attorney fees, costs, and expenses, even though no suit or action is filed. If a suit or an action is filed, the amount of such reasonable attorney fees shall be fixed by the court or courts in which the suit or action, including any appeal, is tried, heard or decided.

11. **Advice of Counsel**. Zamani has employed Helmut Kah as her attorney with respect to this agreement. Zamani represents that she has read this agreement and that her attorney has fully advised her of her rights in relation to its execution and effect. McCulloughs, and each of them, have likewise reviewed this agreement with counsel who has fully advised them of their rights in relation to its execution, and fully understand its terms.

12. **Entire Agreement**. This writing contains the entire agreement between the parties with respect to its subject matter, and may be amended only by the parties' written agreement. Neither Zamani nor McCulloughs, nor any of them, have made or relied on any payments, promises, representations or inducements for the execution of this Agreement, other than those expressly contained in this writing.

13. **Construction**. The parties have mutually negotiated this Agreement, and it will not be construed against any one of them.

14. **Binding on Successors**. The terms of this Agreement are binding upon and inure to the benefit of the parties, and their successors, heirs, and assigns. This provision does not alter any prohibition on assignment contained elsewhere in this Agreement.

15. **Governing Law**. The laws of the State of Washington govern this Agreement.

16. **Jurisdiction and Venue**: Venue for any litigation concerning this agreement shall be in the Superior Court of the State of Washington for King County, Washington.

17. **Counterparts**. The parties may execute this Agreement in two or more counterparts.

18. **Real Estate Excise Tax**: The conveyance from McCulloughs to Zamani, or to the entity she designates, shall be structured as a Deed in Lieu of Foreclosure such that the exemption from Real Estate Excise Tax may be claimed on this transaction.

G.2

SIGNED: May 28, 1999

Curtby Zamani

SIGNED: May ____, 1999

David E. McCullough

SIGNED: May ____, 1999

Chong R. McCullough

SIGNED: June ____, 1999

Edward F. McCullough

THE McCULLOUGH GROUP, INC.:

SIGNED: May ____, 1999 By_____

David E. McCullough,
President

SIGNED: May ____, 1999 By_____

Chong R. McCullough,
Secretary - Treasurer

G.2

THE McCULLOUGH FAMILY PARTNERSHIP:

SIGNED: May ____, 1999 By_____
David E. McCullough,
Partner

SIGNED: May ____, 1999 By_____
Chong R. McCullough,
Partner

SIGNED: May ____, 1999 By_____
Edward F. McCullough,
Partner

ACKNOWLEDGMENTS

Individuals:

State of Washington)
) ss.
County of King)

On this day personally appeared before me **Guitty Zamani** to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 28 day of May, 1999.

BENTE SIFUENTES NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 10-14-01 SEAL

Bente Sifuentes
Notary Public in and for the state of Washington, residing at Kitsap, WA

My commission expires: 10-14-01

G.Z

State of Washington)
) ss.
County of King)

On this day personally appeared before me **David E. McCullough** to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this ____ day of May, 1999.

Notary Public in and for the state of Washington, residing at _____

S E A L

My commission expires:_____

State of Washington)
) ss.
County of King)

On this day personally appeared before me **Chong R. McCullough** to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this ____ day of May, 1999

Notary Public in and for the state of Washington, residing at _____

S E A L

My commission expires:_____

G.Z

State of Washington)
) ss.
County of King)

On this day personally appeared before me **Edward F. McCullough** to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this ____ day of May, 1999.

Notary Public in and for the state of Washington, residing at _____

_____

S E A L

My commission expires: _____

Corporation:

State of Washington)
) ss.
County of King)

On this ____ day of May 1999 before me personally appeared **David E. McCullough**, to me known to be the **President** of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the state of Washington, residing at _____

_____

S E A L

My commission expires: _____

G.Z.

State of Washington)
) ss.
County of King)

On this ____ day of May, 1999 before me personally appeared **Chong R. McCullough**, to me known to be the **Secretary - Treasurer** of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

_____
Notary Public in and for the state of Washington, residing at _____
_____

S E A L

My commission expires:_____

G.V.

AGREEMENT FOR CONVEYANCE AND MUTUAL RELEASE OF CLAIMS

THIS AGREEMENT IS MADE and entered into on this 28TH day of May 1999, between and among the following parties:

Guitty Zamani, formerly known as Guitty Zamani Ehsani, of Redmond, King County, Washington, herein referred to as ?Zamani"; and

David E. McCullough and Chong R. McCullough, husband and wife, of Olympia, Washington, Edward F. McCullough of Bellevue, King County, Washington, The McCullough Family Partnership, a Washington partnership, and The McCullough Group, Inc., a Washington corporation, herein referred to collectively as ?McCulloughs".

RECITALS:

A. On September 1, 1992, Zamani and her now ex-husband, Zia Ehsani ("Ehsani") sold, and McCulloughs purchased, certain commercial real property commonly known as the La Residence Suite Hotel, 475 - 100th Avenue Northeast, Bellevue, King County, Washington 98004 (the "Hotel"). As part of the purchase price, McCulloughs executed an Installment Note (the "Note") payable to Zamani and Ehsani in the principal amount of One Million Dollars ($1,000,000.00). The Note is secured by a Deed of Trust on the Hotel property (the "Deed of Trust").

B. McCulloughs have operated the Hotel since September 1, 1992.

C. A decree dissolving the marriage of Zamani and Ehsani was entered in King County Superior Court Cause Number 92-3-07306-8 in 1994. The decree awards the Note and Deed of Trust in the following proportions: 61.05% to Zamani; 38.95% to Ehsani.

D. The parties and also Ehsani entered into a written contract in June 1996 under which Zamani received possession and management of the Hotel. That contract shall remain in full force and effect, subject only to the changes effected by this agreement.

E. In December 1997 Ehsani commenced a lawsuit against McCulloughs in which he named Zamani as a co-plaintiff to judicially foreclose McCulloughs' interest in the Hotel property for defaults under the Note and Deed of Trust referred to paragraph A, above.

F. First Community Bank, Lacey, Washington, ("the Bank") holds a Note in the approximate original sum of $925,000.00 which is secured by a first priority Deed of Trust on the Hotel property. The Bank's Deed of Trust foreclosure sale is presently scheduled for June 11, 1999. The last day to cure defaults and discontinue the Bank's foreclosure sale is the 11TH day before the

sale. The 11th day is Monday, May 31, 1999, the Memorial Day holiday. It is unclear whether the deadline to cure defaults rolls over to Tuesday, June 1, 1999, or whether it is Friday, May 28, 1999. Out of precaution, the parties are treating Friday, May 28, 1999 as the last day to cure defaults.

G. McCulloughs face a potentially large deficiency judgment as a consequence of Ehsani's foreclosure lawsuit, in which Zamani is a co-plaintiff. McCullough's wish to minimize as much as possible their exposure to a deficiency judgment. Zamani is willing to release McCulloughs from all further claims, and McCulloughs are willing to release Zamani from all claims, on the terms of the agreement set forth below. A primary intended and anticipated consequence of this agreement is that McCulloughs will be freed of Zamani's 61.05% portion of the deficiency claim and will be subject only to Ehsani's 38.95% portion of the deficiency claim, in the event there is a deficiency.

NOW, THEREFORE, Zamani and McCulloughs agree as follows:

1. **Effective Date:** This agreement shall be effective and binding upon the parties, their heirs, representatives, successors and assigns effective Friday, May 28, 1999.

2. On Friday, May 28, 1999, McCulloughs shall execute a Deed of Trust as grantors in favor of Centrum Financial Services, Inc., of Seattle, Washington, to secure the loan made by Centrum to Guitty Zamani for cure of defaults on the Bank's note secured by first deed of trust. The purpose of that loan is to cure the defaults, discontinue the June 11, 1999 Deed of Trust foreclosure sale, and provide a cushion for future payment of installments to the Bank and to Centrum Financial Services, Inc., and to provide a fund for payment of the 2nd half of the 1999 King County real property tax.

3. McCulloughs shall convey all their right title, claim, and interest in the business and the real property known as La Residence Suite Hotel, 475 - 100th Avenue Northeast, Bellevue, King County, Washington 98004 (the "Hotel") to Guitty Zamani by way of a non-merger deed, provided that such conveyance is approved in writing by the Bank.

4. The conveyance by McCulloughs to Zamani shall not merge the legal title to the Hotel property with Zamani's 61.05% interest under the Note and Deed of Trust. The legal title and Zamani's interest under the Note and Deed of Trust, though both held by Zamani after the conveyance hereunder, shall remain separate and distinct factually, legally, equitably, and in all other respects. The deed by which the conveyance is made shall recite on its face that it is a non-merger deed and that no merger shall occur upon delivery and that the conveyance shall not merge Zamani's position as beneficiary under the Deed of Trust with the legal title acquired via the conveyance.

5. Upon approval by the Bank of McCulloughs' conveyance hereunder to Zamani, which shall be sought and obtained as expeditiously as possible, and in any event within ten days after the date of this contract, and upon execution and recording of a non-merger deed from McCulloughs to Zamani, the provisions of this contract for mutual release of claims between Zamani and McCulloughs shall become effective. Such conveyance and recordation shall occur within 20 days after Friday, May 28, 1999, or this contract will become null and void.

6. If deemed necessary by Zamani's counsel, and solely in Zamani's discretion, the conveyance may be structured such that it is to an entity such a trust established for Zamani's benefit. This would be done only if it is deemed necessary to prevent the occurrence of a merger of Zamani's security position with the legal title.

7. **Mutual Release of Claims**: Subject to the conditions set forth in paragraph 5, above, Zamani and McCulloughs do hereby release one-another, their parent or subsidiary corporations, affiliates, directors, officers, management personnel, insurers and sureties, agents, employees, predecessors or successors, and assigns, jointly and severally, from all claims, counterclaims, damages, actions, causes of action, or suits of any kind or nature, arising now or in the future or related in any way to the transaction by which the McCulloughs purchased the Hotel, the 9/1/92 Installment Note and Deed of Trust, McCulloughs' operation of the Hotel to June 13, 1996, and Zamani's operation of the Hotel on and after June 13, 1996.

The release of claims set forth in the preceding paragraph is not intended to and does not extend to or inure to the benefit of Zia Ehsani. McCulloughs do not hereby release Ehsani from any claims.

Zamani's release of claims against McCulloughs applies only to her 61.05% share of the Note and Deed of Trust. Zamani has no power to and does not purport to release McCulloughs from any claims that have been or could be made by Zia Ehsani.

8. Upon the release of claims becoming effective, the McCulloughs, nor any of them, shall actively contribute to, support, encourage, or participate in any claims made by Zia Ehsani against Zamani.

9. McCulloughs understand and acknowledge that Zia Ehsani intends to pursue a claim for deficiency against them under his 38.95% share of the Note and Deed of Trust. Zamani does not hereby assume any responsibility or obligation to indemnify, defend, or hold harmless the McCulloughs against Ehsani's claim for deficiency against McCulloughs or any other claim asserted by Ehsani against McCulloughs. Such matters are to resolved solely between McCulloughs and Ehsani with no involvement, obligation, or liability by or upon Zamani.

10. **Attorney Fees, Costs, & Expenses in the Event of Breach**. If a party defaults in performance of any one or more of the party=s obligations under this agreement, or breaches any term or condition of this agreement, and the other party places this agreement in the hands of an attorney for collection, enforcement, and/or litigation, the party in default or breach of this agreement shall pay the other party=s reasonable attorney fees, costs, and expenses, even though no suit or action is filed. If a suit or an action is filed, the amount of such reasonable attorney fees shall be fixed by the court or courts in which the suit or action, including any appeal, is tried, heard or decided.

11. **Advice of Counsel**. Zamani has employed Helmut Kah as her attorney with respect to this agreement. Zamani represents that she has read this agreement and that her attorney has fully advised her of her rights in relation to its execution and effect. McCulloughs, and each of them, have likewise reviewed this agreement with counsel who has fully advised them of their rights in relation to its execution, and fully understand its terms.

12. **Entire Agreement**. This writing contains the entire agreement between the parties with respect to its subject matter, and may be amended only by the parties' written agreement. Neither Zamani nor McCulloughs, nor any of them, have made or relied on any payments, promises, representations or inducements for the execution of this Agreement, other than those expressly contained in this writing.

13. **Construction**. The parties have mutually negotiated this Agreement, and it will not be construed against any one of them.

14. **Binding on Successors**. The terms of this Agreement are binding upon and inure to the benefit of the parties, and their successors, heirs, and assigns. This provision does not alter any prohibition on assignment contained elsewhere in this Agreement.

15. **Governing Law**. The laws of the State of Washington govern this Agreement.

16. **Jurisdiction and Venue**: Venue for any litigation concerning this agreement shall be in the Superior Court of the State of Washington for King County, Washington.

17. **Counterparts**. The parties may execute this Agreement in two or more counterparts.

18. **Real Estate Excise Tax**: The conveyance from McCulloughs to Zamani, or to the entity she designates, shall be structured as a Deed in Lieu of Foreclosure such that the exemption from Real Estate Excise Tax may be claimed on this transaction.

SIGNED: May ____, 1999 _____
Guitty Zamani

SIGNED: May 28, 1999 _____
David E. McCullough

SIGNED: May 28, 1999 _____
Chong R. McCullough

SIGNED: June 28, 1999 _____
attorney in fact Edward F. McCullough

THE McCULLOUGH GROUP, INC.:

SIGNED: May 28, 1999 By _____
David E. McCullough,
President

SIGNED: May 28, 1999 By _____
Chong R. McCullough,
Secretary - Treasurer

THE McCULLOUGH FAMILY PARTNERSHIP:

SIGNED: May 28, 1999 By _____
David E. McCullough,
Partner

SIGNED: May 28, 1999 By _____
Chong R. McCullough,
Partner

SIGNED: May 28, 1999 By _____
attorney in fact for
Edward R. McCullough,
Partner

ACKNOWLEDGMENTS

Individuals:

State of Washington)
) ss.
County of King)

On this day personally appeared before me **Guitty Zamani** to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this ____ day of May, 1999.

S E A L

_____
Notary Public in and for the state of Washington, residing at _____

My commission expires: _____

State of Washington)
) ss.
County of King)

On this day personally appeared before me **David E. McCullough** to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 28th day of May, 1999.

SHIRLEY M. KLEIN NOTARY PUBLIC COMMISSION EXPIRES 5-29-03 STATE OF WASHINGTON

Shirley M. Klein
Notary Public in and for the state of Washington, residing at Chehalis

My commission expires: 5-29-03

State of Washington)
) ss.
County of King)

On this day personally appeared before me **Chong R. McCullough** to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 28th day of May, 1999

SHIRLEY M. KLEIN NOTARY PUBLIC COMMISSION EXPIRES 5-29-03 STATE OF WASHINGTON

Shirley M. Klein
Notary Public in and for the state of Washington, residing at Chehalis

My commission expires: 5-29-03

State of Washington)
) ss.
County of King)

On this day personally appeared before me **Edward F. McCullough** to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned. by David E. McCullough, attly-in-fact

Given under my hand and official seal this 28th day of May, 1999.

SHIRLEY M. KLEIN NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 5-29-03

Shirley M. Klein
Notary Public in and for the state of Washington, residing at Chehalis

My commission expires: 5-29-03

Corporation:

State of Washington)
) ss.
County of King)

On this 28th day of May 1999 before me personally appeared **David E. McCullough**, to me known to be the **President** of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

SHIRLEY M. KLEIN NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 5-29-03

Shirley M. Klein
Notary Public in and for the state of Washington, residing at Chehalis

My commission expires: 5-29-03

subject of a judicial foreclosure proceeding pending in King County Superior Court cause number 97-2-30285-4.

This deed is not intended to, does not, and shall not effect a merger of the legal title hereby conveyed to Guitty Zamani with the equitable title she holds pursuant to the Deed of Trust described in the preceding paragraph and under the Decree of Dissolution of Marriage entered in King County Superior Court cause number 92-3-07306-8 on or about March 30, 1994. The legal title hereby conveyed to Guitty Zamani as a result of this conveyance shall remain separate and distinct from the equitable title she holds pursuant to the Decree of Dissolution of Marriage and said Deed of Trust.

The Grantors warrant that they have placed no encumbrances against the property subsequent to September 1992 other than the Deed of Trust executed in favor of Centrum Financial Services ~~on or about~~ May 28, 1999.

SIGNED: June 22, 1999

David E. McCullough

SIGNED: June 22, 1999

Chong R. McCullough

SIGNED: June 22, 1999
attorney in fact for

Edward F. McCullough

THE McCULLOUGH GROUP, INC.:

SIGNED: June 22, 1999

By
David E. McCullough,
President

SIGNED: June 22, 1999

By
Chong R. McCullough,
Secretary - Treasurer

KAH

199907060002000
PAGE 002 OF 005
07/06/1999 09:36
KING COUNTY, WA

State of Washington)
) ss.
County of King)

On this 28 day of May, 1999 before me personally appeared **Chong R. McCullough**, to me known to be the **Secretary - Treasurer** of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

SHIRLEY M. KLEIN NOTARY PUBLIC COMMISSION EXPIRES 5-29-03 STATE OF WASHINGTON

Shirley M. Klein
Notary Public in and for the state of Washington, residing at Chehalis

My commission expires: 5-29-03

E1696218
07/06/1999 09:38
KING COUNTY, WA
TAX SALE $2.00 $0.00

PAGE 001 OF 001

When Recorded Mail To:

Helmut Kah, Attorney at Law
13901 NE 175th Street, Suite K
Woodinville, WA 98072-8548
Phone: (425) 402-3033
Fax: (425) 487-4862

DEED IN LIEU OF FORECLOSURE

GRANTORS: David E. McCullough, Chong R. McCullough, Edward F. McCullough, The McCullough Family Partnership, and The McCullough Group, Inc.

GRANTEE: Guitty Zamani (formerly known as Guitty Zamani Ehsani)

Legal Description: Lots 1-2, Block 3, Lochleven, Plats Vol 16, Page 46, King County, WA

Assessor's tax parcel ID#: 438920-0090-00

Reference Nos. of Documents Released or Assigned: 9209011551

The GRANTORS, David E. McCullough, Chong R. McCullough, Edward F. McCullough, The McCullough Family Partnership, and The McCullough Group, Inc., convey and quitclaim to the **GRANTEE, Guitty Zamani (formerly known as Guitty Zamani Ehsani)**, a single woman, as her sole and separate property, the following described real estate, situated in the County of King, State of Washington, including any after-acquired title:

Lots 1 and 2, Block 3, Lochleven, according to the plat thereof, recorded in Volume 16 of Plats, Page 46, in King County, Washington, Situate in King County, Washington

PROPERTY ADDRESS: 475 – 100th Avenue Northeast, Bellevue, Washington 98004

Together with all furniture, furnishings, appliances, fixtures, equipment, personal property, inventory, books, papers, documents, accounts, instruments, rights to payment, goodwill and intangible property located at the premises of and/or belonging to the business known as La Residence Suite Hotel, 475 – 100th Avenue Northeast, Bellevue, Washington 98004

This deed is an absolute conveyance of title, in effect as well as in form, and is not intended as a mortgage, trust conveyance, or security of any kind.

The consideration for this conveyance is (1) the mutual release of claims between the Grantors and the Grantee hereunder, and (2) in lieu of foreclosure of Guitty Zamani's 61.05% share of the following described Deed of Trust:

Guitty Zamani, fna Guitty Zamani Ehsani, and Zia Ehsani, are the owners and holders of a promissory note dated September 1, 1992 in the original principal sum of $1,000,000.00 which is secured by Deed of Trust of the same date, which is recorded at Recording No. 9209011551 in the records of King County, Washington. Said Deed of Trust is presently the

19990706000200
PAGE 001 OF 005
07/06/1999 09:38
KING COUNTY WA

THE McCULLOUGH FAMILY PARTNERSHIP:

SIGNED: June 22, 1999 By _____
David E. McCullough,
Partner

SIGNED: June 22, 1999 By _____
Chong R. McCullough,
Partner

SIGNED: June 22, 1999 By _____
attorney in fact for
Edward F. McCullough,
Partner

ACKNOWLEDGMENTS

Individuals / Partners:

State of Washington)
) ss.
County of King)

On this day personally appeared before me **David E. McCullough** to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 22 day of June, 1999.

SEAL: SHIRLEY M. KLEIN NOTARY PUBLIC COMMISSION EXPIRES 5-29-03 STATE OF WASHINGTON

_____
Notary Public in and for the state of Washington, residing at Chehalis

My commission expires: 5-29-03

199907060002000
PAGE 003 OF 005
07/06/1999 09:36
KING COUNTY, WA
KAH D 12.00

State of Washington)
) ss.
County of King)

On this day personally appeared before me **Chong R. McCullough** to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 22 day of June, 1999.

SEAL

SHIRLEY M. KLEIN NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 5-29-03

Shirley M. Klein
Notary Public in and for the state of Washington, residing at Chehalis

My commission expires: 5-29-03.

State of Washington)
) ss.
County of King)

On this day personally appeared before me attorney-in-fact David E. McCullough as **Edward F. McCullough** to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 22 day of June, 1999.

SEAL

SHIRLEY M. KLEIN NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 5-29-03

Shirley M. Klein
Notary Public in and for the state of Washington, residing at Chehalis

My commission expires: 5-29-03

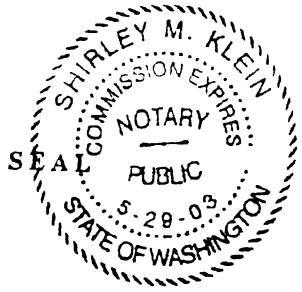
19990706000200
PAGE 004 OF 005
07/06/1999 09:36

Corporation:

State of Washington)
) ss.
County of King)

On this 22 day of June 1999 before me personally appeared **David E. McCullough**, to me known to be the **President** of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



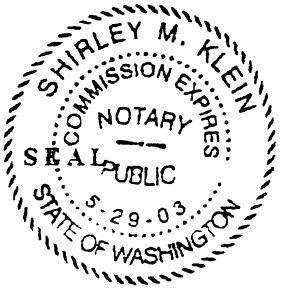
Shirley M. Klein
Notary Public in and for the state of Washington, residing at Chehalis

My commission expires: 5-29-03

State of Washington)
) ss.
County of King)

On this 22 day of June, 1999 before me personally appeared **Chong R. McCullough**, to me known to be the **Secretary - Treasurer** of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



Shirley M. Klein
Notary Public in and for the state of Washington, residing at Chehalis

My commission expires: 5-29-03

KAH

19990706000200
PAGE 005 OF 005
07/06/1999 09:36
KING COUNTY, WA

EXHIBIT 'TT'

SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

SAYED ZIA EHSANI, a single man; and GUITTY ZAMANI, a single woman,	)	
Plaintiffs,	)	NO. 97-2-30285-4 SEA
vs.	)	ORDER VACATING DISMISSAL and ORDER RE: DISCLOSURE
THE McCULLOUGH FAMILY PARTNERSHIP et. al.,	)	Clerk's Action Required

THIS MATTER having come before the undersigned on this date on the Motion to Vacate Dismissal and Plaintiff Ehsani's motions to require the disclosure of financial information and supporting records relating to La Residence Suite Hotel, and the Court having considered the Memorandum, Declaration of Zia Ehsani and Dan R. Young and the Defendant's opposition to the financial motion, it is hereby

ORDERED, ADJUDGED, AND DECREED as follows:

1. The Motion to Vacate is GRANTED;

2. The parties shall participate in a settlement conference or mediation within four weeks; and

3. The following information relating to La Residence Suite Hotel located at 475 - 100th Avenue N.E., Bellevue, Washington 98004, which is the subject of this action, shall be disclosed:

> All profit and loss statements, all income statements, monthly statements of income and expenses, check registers, bank statements, receipts, and All other documents showing income from whatever source from the Hotel and payments and expenses relating to the Hotel for the second Half of 1996, all of 1997 and for the first half of 1998.

This information shall be provided to counsel for Plaintiff Ehsani, i.e., Dan R. Young,

999 Third Avenue, Suite 1606, Seattle, WA 98104, no later than September 30, 1998.

DONE IN OPEN COURT on this 24th day of July, 1998.

JUDGE CAROL A. SCHAPIRA

JUDGE PATRICIA A. HALL-CLARK

RECEIVED
MAR 2 1999
ELLIS, LI & McKINSTRY

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

ZIA EHSANI, a single man;
and GUITTY ZAMANI, a single woman,

Plaintiffs.

Vs.

THE McCULLOUGH FAMILY PARTNERSHIP, et. al.,

Defendants.

NO. 97-2-30285-4 SEA

ORDER DIRECTING DOCUMENT PRODUCTION PURSUANT TO JULY 24, 1998 COURT ORDER

[Proposed]

This matter having come before the undersigned Judge on Plaintiff Ehsani's Motion To Require Document Production of additional financial information and supporting records under Court Order dated Julcy 24, 1998 relating to La Residence Suite Hotel and the Court having considered the Motion to Produce, Memorandum and Declaration of Zia Ehsani in support of the matter, now therefore it is hereby

ORDERED, ADJUDGED AND DECREED that the Hotel Operator and Co-Plaintiff Guitty Zamani and Defendant David McCullough are required to produce the following documents:

COPY

ELLIS, LI & McKINSTRY PLLC
Attorneys at Law
[illegible] First Interstate Center
999 Third Avenue
Seattle, WA 98104-4006
[illegible] Fax 206-625-1052

EXHIBIT 6

a. Hotel records from Plaintiff Hotel Operator Zamani

1. Monthly Hotel Profit and Loss 8/1/98 to date to complete the 1998 record.
2. Computer check register.
   - All hotel cancelled checks 6/13/96 to date
   - All invoices/receipts for merchandise or services received for cancelled checks
3. Manual Check Register.
   - All hotel cancelled checks 6/13/96 to date
   - All invoices/receipts for merchandise or services received for cancelled checks
4. Hotel Credit Card
   - Credit card agreements
   - All monthly credit card statements
   - All receipts for merchandise or services received for credit card charges
5. Hotel lines of Credit (i.e., Seafirst, Wells Fargo and others.)
   - Bank lines of credit agreements
   - Monthly statements
   - All receipts of merchandise or statements received under bank credit lines
6. Complete Zamani tax returns: 1996, 1997, 1998
   - Showing hotel operations

b. From Defendant McCullough

1. Tax returns: 1994, 1995, 1996, 1997, 1998 including:
   - Form 1040 – David/Chong McCullough
   - Form 1065 – McCullough Family Partnership
   - Form 1120
2. Cancelled checks from all hotel check registers from 1994, 1995, and through June 13, 1996 including invoices, receipts for purchases or services.

This information should be provided to counsel for Plaintiff Ehsani no later than Wednesday, March 3, 1999 for use in the mediation on March 8, 1999.

ELLIS, LI & MCKINSTRY PLLC
Attorneys at Law
1700 First Interstate Center
999 Third Avenue
Seattle, WA 98104-4006
206-682-0565 Fax 206-625-1052

DONE IN OPEN COURT this 26 day February, 1999.

Judge Patricia ~~A. Hall Clark~~ Clark

Presented by:

ELLIS, LI & McKINSTRY

By: Ronald E. McKinstry
Ronald E. McKinstry
WSBA No. 1311
Attorney for Plaintiff Ehsani

ELLIS, LI & McKINSTRY PLLC
Attorneys at Law
3700 First Interstate Center
999 Third Avenue
Seattle, WA 98104-4006
206-682-0565 Fax 206-625-1052

UU

EXHIBIT 'UU'

1018

LA RESIDEN SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

7-26 1996 19-2/1250

PAY TO THE ORDER OF Helmut Kah $ 3000.00

Three Thousand DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR

Equitty Zamane

⑈001018⑈ ⑆125000024⑆ 75470 013⑈ ⑈0000300000⑈

1027

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

9-5 1996 19-2/12

Mr Helmut Kah $ 2000.00

Thousend DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR

Equitty Zamane

⑈001027⑈ ⑆125000024⑆ 75470 013⑈ ⑈0000200000⑈

1059

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

11-27 1996 19-2/1250

Helmut Kah $ 1500.00

One Thousend five Hundred DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR

Equitty Zamane

1081

LA RESIDENCE SUITE HOTEL
TRUST ACCOUNT
475 100TH AVE. NE 455-1475
BELLEVUE, WA 98004

3-7 1997 19-2/1250

PAY TO THE ORDER OF Helmut Kah $ 1000.00

One Thousend DOLLARS

SEAFIRST BANK
Bellevue Branch 006007
P.O. Box 907
Bellevue, WA 98009

FOR

Equitty Zamane

⑈001081⑈ ⑆125000024⑆ 75470 013⑈

FILED
KING COUNTY, WASHINGTON
JUN 30 2000
SUPERIOR COURT CLERK

JUL 06 2000

SUPERIOR COURT OF WASHINGTON
COUNTY OF KING

SAYED ZIA EHSANI, et al.,
Plaintiff,
vs.
THE McCULLOUGH FAMILY PARTNERSHIP, et al.
Defendant.

NO. 97-2-30285-4 SEA

NOTICE OF ATTORNEY'S CLAIM OF LIEN
RCW 60.40.010 et seq

(Clerk's Action Required)

TO: THE CLERK OF THE COURT;

TO: ZIA EHSANI, plaintiff;

TO: GUITTY ZAMANI, co-plaintiff;

TO: DEFENDANTS; and

TO: ALL OTHER PERSONS WHOM THIS NOTICE MAY CONCERN.

NOTICE IS HEREBY GIVEN that the undersigned attorney claims a lien, pursuant to RCW 60.40.010 et seq, for his compensation for legal services rendered to GUITTY ZAMANI, co-plaintiff in the above-entitled case, for reasonable value of services provided after January 20, 2000 through June 27, 2000, in the sum of THIRTY TWO THOUSAND SEVEN HUNDRED FORTY-FIVE AND 18/100 DOLLARS ($32,745.18).

This lien is claimed upon the judgment(s), decree, proceeds from sale of the property which is the subject of the above-entitled case, and all sums owing to the co-plaintiff GUITTY ZAMANI as heretofore, now, or hereafter determined.

DATED this 28th day of June 2000.

Helmut Kah, WSBA 18541
Attorney for Guitty Zamani

HELMUT KAH, Attorney at Law
Woodin Professional Building, 2nd Floor
13901 NE 175th Street, Suite K
Woodinville, Washington 98072-8548
Telephone: (425) 402-3033
Facsimile: (425) 487-4862
Washington Bar # 18541

Faxed to King County Superior Court on JUN 30 2000

FILED
00 JAN 21 AM 11:32
KING COUNTY
SUPERIOR COURT CLERK
SEATTLE, WA

SUPERIOR COURT OF WASHINGTON
COUNTY OF KING

SAYED ZIA EHSANI, et al,
Plaintiff,
and
THE McCULLOUGH FAMILY PARTNERSHIP, et al,
Defendants.

NO. 97-2-30285-4 SEA

NOTICE OF ATTORNEY'S CLAIM OF LIEN RCW 60.40.010 et seq

(Clerk's Action Required)

TO: **THE CLERK OF THE COURT;**
TO: **ZIA EHSANI**, Plaintiff;
TO: **GUITTY ZAMANI**, Co-Plaintiff
TO: **DEFENDANTS**; and
TO: **ALL OTHER PERSONS WHOM THIS NOTICE MAY CONCERN.**

NOTICE IS HEREBY GIVEN that the undersigned attorney claims a lien, pursuant to RCW 60.40.010 et seq, for his compensation for legal services rendered to GUITTY ZAMANI, co-plaintiff in the above-entitled case, for reasonable value of services provided in the sum of ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00).

This lien is claimed upon the judgment(s), decree, proceeds from sale of the property which is the subject of the above-entitled case, and all sums owing to the co-plaintiff Guitty Zamani as heretofore, now, or hereafter determined.

DATED: January 20, 2000

Helmut Kah, WSBA 18541
Attorney for Guitty Zamani

Filed in King County Superior Court JAN 21 2000

HELMUT KAH, Attorney at Law
Woodin Professional Building, 2nd Floor
13901 NE 175th Street, Suite K
Woodinville, Washington 98072-8548