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Attorney for Charging Official
EXECUTIVE DIRECTOR OF THE PORT OF SAN FRANCISCO ELAINE FORBES

CITY ATTORNEY DAVID CHIU
CITY AND COUNTY OF SAN FRANCISCO

In the matter of: MIN "JAMES" PAIK, an individual; and HYE PAIK, an individual; WHARF777.INC., a California corporation; URI FOOD, INC., a California corporation; SUNG KI KIM, an individual; and IHYUN JEOUNG, an individual, dba NICK'S LIGHTHOUSE.	**ORDER OF SUSPENSION BY THE EXECUTIVE DIRECTOR OF THE PORT OF SAN FRANCISCO AND CITY ATTORNEY UNDER SAN FRANCISCO ADMINISTRATIVE CODE CHAPTER 28** **EXHIBITS IN SUPPORT OF ORDER OF SUSPENSION** **PROOF OF SERVICE**

I. INTRODUCTION

Elaine Forbes, Executive Director of the Port of San Francisco, and David Chiu, City Attorney for the City and County of San Francisco, as charging officials under San Francisco Administrative Code Chapter 28 (collectively, "Charging Officials"), issue this **Order of Suspension** to Min "James" Paik; Hye Paik; Wharf777.Inc.; Uri Food, Inc.; Sung Ki Kim; Ihyun Jeoung; and Nick's Lighthouse (collectively, the "Suspended Entities"). Section 28.7 of the San Francisco Administrative Code, which states that a failure to request a hearing within certain time limits constitutes an admission of the facts in counts and allegations, *does not apply* to this Order of Suspension. The failure to seek a hearing of this Order of Suspension does not constitute an admission of the facts in an Order of Suspension. Instead, at any time during the term of suspension, the Suspended Entities may together or separately submit a written request of the Charging Officials to lift the Order of Suspension. (San Francisco Administrative Code § 28.6(b).) On November 14, 2023, Min "James" Paik, aka Min Ki Paik ("James Paik") and Hye Paik, aka Hye Ja Paik ("Hye Paik") (collectively, the "Paiks") were criminally charged in federal court with conspiracy to commit bribery, in violation of 18 U.S.C. § 371, and bribery of an agent of an organization receiving federal funds, in violation of 18 U.S.C. § 666(a)(2). **Exhibit 1** [Criminal Complaint].

The Criminal Complaint is supported by the sworn affidavit of Allison Lopez, FBI Special Agent ("Affidavit"). **Exhibit 2** [Affidavit].

The San Francisco Administrative Code authorizes the Executive Director of the Port of San Francisco Elaine Forbes and City Attorney David Chiu to act as Charging Officials who can issue this Order of Suspension for the Suspended Entities, based on the recent arrest and criminal charges brought against the Paiks. (San Francisco Administrative Code §§ 28.1, 28.2.)

An Order of Suspension such as this one renders an individual or entity, as well as their designated contractors and affiliates, ineligible to participate in the procurement process for contracts or to enter into new contracts or grants at any tier, directly or indirectly, with or for the City and County of San Francisco ("City" or "San Francisco"). (San Francisco Administrative Code §§ 28.1, 28.11(c).) Also, an Order of Suspension authorizes any City department head, board, or commission to cancel any existing contract or grant with a suspended individual or entity or direct the cancellation of an existing subcontract to which any such individual or entity is a party, and in the event of such cancellation, the suspended contractor's recovery under the contract or grant shall be limited to compensation for work satisfactorily completed as of the date of cancellation. *Id*.

Accordingly, effective immediately and continuing until the City lifts, amends, supersedes, or terminates this Order of Suspension, the Suspended Entities are prohibited from seeking to contract with the City at any level (i.e., as a lessee, permittee, general contractor, supplier, or subcontractor), and they are likewise prohibited from applying for or receiving City grants, all as further provided in Parts III and IV of this Order of Suspension below.

II. FACTUAL BACKGROUND

A. Parties to be Suspended

James Paik is an individual who at all times relevant to this Order of Suspension, and in particular since January 30, 2023, was the purported co-owner, responsible managing corporate officer, or responsible managing employee of Nick's Lighthouse, a restaurant and bar located at 2815 Taylor Street in San Francisco pursuant to a lease with the Port of San Francisco.

Hye Paik is an individual who at all times relevant to this Order of Suspension is the spouse and business partner of James Paik, and purported co-owner of Nick's Lighthouse.

Wharf777.Inc. ("Wharf777") is a California corporation, registered with the California Secretary of State in August 2022. James Paik is the sole director of Wharf777. Wharf777's principal address is the address of Nick's Lighthouse: 2815 Taylor Street in San Francisco. **Exhibit 3** [Wharf777 Articles of Incorporation]. Twenty-two checks payable to the Port of San Francisco, or Port of S.F., or Port of S.F. Accounts Receivable, or S.F. Port Accounts Receivable, or the S.F. Port Commission (collectively, and individually, "Port of San Francisco") on behalf of Nick's Lighthouse were written from a Bank of America account in the name of Wharf777. **Exhibit 4** [checks from Wharf777 bank account to Port of San Francisco].

Uri Food, Inc. ("Uri Food") is a California Corporation, registered with the California Secretary of State in December 2020. **Exhibit 5** [Uri Food Articles of Incorporation]. James

Paik is the incorporator, Chief Executive Officer and Director of Uri Food. *Id*.; *see also* **Exhibit 6** [Uri Food Statement of Information]. Hye Paik is the Secretary and Chief Financial Officer of Uri Food. *Id*. One check payable to the Port of San Francisco on behalf of Nick's Lighthouse was written from a Bank of America account in the name of Uri Food, Inc. d.b.a. Khan 3. **Exhibit 7** [check from Uri Food bank account to Port of San Francisco].

Sung Ki Kim is an individual who at all times relevant to this Order of Suspension was (1) an Assignee of Port Lease L-7492 for certain real property located at 2815 Taylor Street in San Francisco, the address of Nick's Lighthouse and the business address of Wharf777; (2) an assignee of Port Lease L-16401 for certain real property located at Pier 45, Shed B-1, Unit A in San Francisco; and (3) a legal owner of the business operating as Nick's Lighthouse. **Exhibit 8** [Lease L-7492, Lease L-16401; Consent to Assignment of Lease L-7492 and Lease L-16401]. Sung Ki Kim, based upon information and belief, is a nephew of the Paiks.

Ihyun Jeoung is an individual who at all times relevant to this Order of Suspension was (1) an Assignee of Port Lease L-7492 for certain real property located at 2815 Taylor Street in San Francisco, the address of Nick's Lighthouse and the business address of Wharf777; (2) an assignee of Port Lease L-16401 for certain real property located at Pier 45, Shed B-1, Unit A in San Francisco; and (3) a legal owner of the business operating as Nick's Lighthouse. *Id*. Ihyun Jeoung, based upon information and belief, is a nephew of the Paiks.

Nick's Lighthouse is a restaurant and bar located at 2815 Taylor Street in San Francisco. The Paiks are the current operators of Nick's Lighthouse. **Exhibit 2** at p. 16. Nick's Lighthouse was purchased by Sung Ki Kim and Ihyun Jeoung from The Pollack Group, Ltd. in October 2022. **Exhibit 8** at pp. 12-20. The Pollack Group Ltd. last registered Nick's Lighthouse as a fictitious business name on November 21, 2017. Sung Ki Kim and Ihyun Jeoung have never registered the fictitious business name of Nick's Lighthouse.

B. The Criminal Complaint and Affidavit

The Criminal Complaint in the matter of *United States of America v. Min "James" Paik and Hye Paik*, United States District Court, Case No. 3-23-mj-71717 MAG, was filed on November 14, 2023. **Exhibit 1**. As described above, the Paiks have been charged with two felony counts for their part in the criminal scheme to bribe City and federal employees. *Id*.; *see also* **Exhibit 2** at p. 1.

The Criminal Complaint alleges that between May 2023 and November 2023 the Paiks bribed a Port of San Francisco employee to direct contracts to them by delivering $19,000 to the Port employee and an undercover FBI agent. *Id*. at pp. 18, 20, 22-23, 26.

III. LEGAL BASIS FOR SUSPENSION OF JAMES PAIK, HYE PAIK, WHARF777, SUNG KI KIM, IHYUN JEOUNG, AND NICK'S LIGHTHOUSE

San Francisco Administrative Code Chapter 28 ("Chapter 28") sets forth the grounds and procedures for administrative suspension. **Exhibit 9** [Chapter 28].

Suspension is defined as the "[i]neligibility of a Contractor that is the subject of an arrest, indictment, or other criminal or civil charge by a governmental entity (federal, state or local), as specified in greater detail in Section 28.3(b) from participating in the procurement process for contracts or from entering into contracts directly or indirectly with, or applying for or receiving grants from, the City." (San Francisco Administrative Code § 28.1.)

Contractor is defined as:

> Any individual person, business entity, or organization that submits a qualification statement, proposal, bid, or grant request, or that contracts directly or indirectly with the City for the purpose of providing any goods or services or construction work to or for, or applies for or receives a grant from, the City including without limitation any Contractor, subcontractor, consultant, subconsultant or supplier at any tier, or grantee. The term "Contractor" shall include any responsible managing corporate officer, or responsible managing employee, or other owner or officer of a Contractor who has personal involvement and/or responsibility in seeking or obtaining a contract with the City or in supervising and/or performing the work prescribed by the contract or grant."

(*Id*.)

The Paiks are contractors as defined by Chapter 28 because, in July 2023, the Paiks submitted a bid in response to a request for proposal issued by the Port of San Francisco. **Exhibit 10** [July 14, 2023 proposal]. Wharf777 is a contractor because Wharf777 has submitted checks payable to the Port on behalf of Nick's Lighthouse in connection with Port Lease L-7492. Sun Ki Kim and Ihyung Jeoung are contractors because they are assignees of Port Lease L-7492. Nick's Lighthouse is a contractor, because it is the DBA of Sun Ki Kim and Ihyung Jeoung.

The Paiks' arrest and criminal charges detailed above qualify as a basis for their suspension as well as for suspension of the entities the Paiks own, control, or manage, directly or indirectly.

> Any Charging Official may issue an Order of Suspension to a Contractor on the basis that the Contractor has been arrested or indicted, or become the subject of a criminal, civil or administrative complaint issued by a government entity, where the arrest or indictment, criminal, civil, or administrative complaint alleges that the Contractor has violated a civil or criminal law or regulation against any government entity relevant to the Contractor's ability or capacity honestly to perform under or comply with the terms and conditions of a City contract or grant including, but not limited to, the grounds for Debarment set forth in Section 28.3(a).

(San Francisco Administrative Code § 28.3(b).) The charges in the Criminal Complaint and Affidavit allege multiple violations of criminal law committed by the Paiks that implicate their ability and capacity to honestly perform under a City contract, and could also provide grounds for debarment.

The Administrative Code provides in pertinent part that a contractor shall be debarred upon a finding of:

> any willful misconduct with respect to any City bid, request for qualifications, request for proposals, grant request, purchase order and/or contract, or grant award. Such willful misconduct may include, but need not be limited to the following: (1) submission of false information in response to an advertisement or invitation for bids or quotes, a request for qualifications, or a request for proposals; (2) failure to comply with the terms of a contract or with provisions of the Municipal Code; (3) a pattern and practice of disregarding or repudiating terms or conditions of City contracts or grants, including without limitation repeated unexcused delays and poor performance; (4) failure to abide by any rules and/or regulations adopted pursuant to the Municipal Code; (5) submission of false claims as defined in this Administrative Code, Chapter 6, Article V, or Chapter 21, Section 21.35, or other applicable federal, state, or municipal false claims laws; (6) a verdict, judgment, settlement, stipulation, or plea agreement establishing the Contractor's violation of any civil or criminal law or regulation against any government entity relevant to the Contractor's ability or capacity honestly to perform under or comply with the terms and conditions of a City contract or grant; (7) an order, decision, verdict, judgment, settlement, stipulation, or plea agreement establishing the Contractor's intentional or willful violation of any civil or criminal law or regulation governing wages or unfair labor practices, including, but not limited to, violations under California Labor Code sections 98.1, 1771.1 and 1775, San Francisco Administrative Code Chapters 12P, 12R.4, 12W and 14, and 29 U.S.C. § 158(a); (8) collusion in obtaining award of any City contract or grant, or payment or approval thereunder; and/or (9) the offer or provision of any gift or money to a public official, if that public official is prohibited from accepting the gift or money by any law or regulation.

(San Francisco Administrative Code § 28.3 (a).)

The above-listed nine examples of willful misconduct is a non-exclusive list that requires only that the City find the Paiks to have committed "willful misconduct." As alleged in the Criminal Complaint and Affidavit, the Paiks' unlawful actions satisfy at least three of the enumerated non-exclusive examples:

- subdivision (2) "failure to comply with the terms of a contract or with provisions of the Municipal Code;"
- subdivision (8) "collusion in obtaining award of any City contract or grant, or payment or approval thereunder;" and
- subdivision (9) "the offer or provision of any gift or money to a public official, if that public official is prohibited from accepting the gift or money by any law or regulation."

As set forth in the Criminal Complaint, the Paiks unlawful actions involved and were on behalf of Nick's Lighthouse, which is leased to Sung Ki Kim and Ihyun Jeoung. *See, e.g.* **Exhibit 1**, ¶¶ 39-53. The Criminal Complaint also directly implicates Wharf777. *See* **Exhibit 1**, ¶ 53. As a result, the Criminal Complaint justifies the suspension of those individuals and entities as well.

The unlawful actions of these contractors are explained in greater detail below.

A. COUNT 1: Failure to Comply with San Francisco's Municipal Code

The Paiks' payments of money to the San Francisco Port Employee, allegedly on behalf of one or more Suspended Entities, violates San Francisco Campaign and Governmental Code § 3.216(a). Campaign & Governmental Conduct Code section 3.216(a) contains a "Prohibition on Bribery" which reads in relevant part: "No person shall offer or make, and no officer or employee shall accept, any gift with the intent that the City officer or employee will be influenced thereby in the performance of any official act." "The phrase 'intent to influence' means any communication made for the purpose of supporting, promoting, influencing, modifying, opposing, delaying or advancing a governmental decision." (Regulation 3.216(b)-2.)

The Paiks' actions also violate standard provisions contained in all City contracts, including the Port of San Francisco leases. City contracts explicitly require that lessees comply with the laws of San Francisco. The Paiks' payments to the San Francisco Port Employee and undercover FBI agent of approximately $19,000 with the intent to secure other lease opportunities are not only unlawful but serve as grounds for debarment and suspension.

B. COUNT 2: Unlawful Collusion in the Award of a City Contract

The Paiks' conduct also constitutes unlawful collusion to obtain the benefits of publicly funded contracts.

> Collusion has been variously defined as (1) "a deceitful agreement or compact between two or more persons, for the one party to bring an action against the other for some evil purpose, as to defraud a third party of his right"; (2) "a secret arrangement between two or more persons, whose interests are apparently conflicting, to make use of the forms and proceedings of law in order to defraud a third person, or to obtain that which justice would not give them, by deceiving a court or its officers"; and (3) "a secret combination, conspiracy, or concert of action between two or more persons for fraudulent or deceitful purposes."

(*Andrade v. Jennings*, 54 Cal. App. 4th 307, 327 (1997).) The Paiks engaged in an ongoing scheme to pay bribes to a City employee in exchange for favorable contracting decisions, including decisions impacting one or more of the Suspended Entities. Collusion undermines public trust in City contracting, is unfair to taxpayers, is unfair to legitimate contractors competing for public contracts, and is grounds for suspension and debarment.

C. COUNT 3: Offer or Provision of Any Gift or Money to a Public Official

By offering to pay and paying money to the San Francisco Port Employee, allegedly on behalf of one or more Suspended Entities, the Paiks offered and provided money to a public official who was prohibited from accepting the gift or money. Campaign & Governmental Conduct Code section 3.216(a) contains a "Prohibition on Bribery" which reads in relevant part: "No person shall offer or make, and no officer or employee shall accept, any gift with the intent that the City officer or employee will be influenced thereby in the performance of any official act." "The phrase 'intent to influence' means any communication made for the purpose of supporting, promoting, influencing, modifying, opposing, delaying or advancing a governmental decision." (Regulation 3.216(b)-2.)

IV. LEGAL BASIS FOR SUSPENSION OF AFFILIATES

The grounds and procedures for administrative suspension also apply to affiliates. "An Order of Debarment or Suspension shall prohibit any named Contractor *and the Contractor's affiliates* from participating in any contract or grant at any tier, directly or indirectly, with or for the City[.]" (San Francisco Administrative Code § 28.11(c) (emphasis added).) An affiliate is defined as:

> Any individual person or business entity related to a Contractor where such individual or business entity, directly or indirectly, controls or has the power to control the other, or where a third person controls or has the power to control both. Indicia of control include, but are not limited to: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees or a business entity organized following the Suspension, Debarment, bankruptcy, dissolution or reorganization of a person which has the same or similar management; and/or ownership or principal employee as the Contractor."

(San Francisco Administrative Code § 28.1.)

As discussed above, the Paiks' alleged corrupt conduct justifies their suspension, and the Criminal Complaint alleges that this conduct involved or was done on behalf of Sung Ki Kim, Ihyun Jeoung, Nick's Lighthouse and Wharf777. But even if that corrupt conduct did not directly implicate Sung Ki Kim, Ihyun Jeoung, Nick's Lighthouse and Wharf777, those entities are still subject to suspension as affiliates of the Paiks, because the Paiks are owners and officers of Wharf777 and the operators of Nick's Lighthouse. **Exhibit 2** at p. 16 (Nick's Lighthouse); **Exhibit 3** (Wharf777). In addition, Uri Food is subject to suspension as an affiliate because the Paiks are owners and officers of that entity. **Exhibits 5-6**.

The fact supporting the affiliate status of these individuals and entities includes the following:

Wharf777 is a California corporation wholly owned and managed by James Paik. **Exhibit 3**. Wharf777's principal address is 2815 Taylor Street in San Francisco, the address of Nick's Lighthouse. (*Id*.) Numerous checks payable to the Port of San Francisco on behalf of Nick's Lighthouse were written from a Bank of America account in the name of Wharf777. **Exhibit 4**. The direct control of Wharf777 by James Paik, shared facilities at 2815 Taylor Street in San Francisco, and payments made to the Port of San Francisco on behalf of Nick's Lighthouse from a Bank of America account in the name of Wharf777 justify suspension of Wharf777.

Uri Food is a California corporation jointly owned and managed by James Paik and Hye Paik. **Exhibits 5-6**. One check payable to the Port of San Francisco on behalf of Nick's Lighthouse was written from a Bank of America account in the name of Uri Food, Inc. d.b.a. Khan 3. **Exhibit 7**. The direct control of Uri Food by James Paik and Hye Paik, and payment made to the Port of San Francisco on behalf of Nick's Lighthouse from a Bank of America account in the name of Uri Food justify suspension of Uri Food.

Sung Ki Kim is a leaseholder of the real property located at 2815 Taylor Street in San Francisco, the address of Nick's Lighthouse and principal address of Wharf777. **Exhibit 3**; *see also* **Exhibit 8**. Sung Ki Kim is also a legal owner of the business operating as Nick's Lighthouse. *Id*. at pp. 12-20. Sung Ki Kim, based upon information and belief, is a nephew of the Paiks. According to the Affidavit, James Paik admitted to the San Francisco Port Employee that the Paiks "did not always put businesses in their own names in order to conceal their ownership of these enterprises," and that "sometimes businesses were in [the Paiks'] nephews'…name[s]." **Exhibit 2** at p. 16. The Paiks' direct control of the businesses operating out of 2815 Taylor Street in San Francisco, and Sung Ki Kim's roles as leaseholder for 2815 Taylor Street in San Francisco and legal owner of the business operating as Nick's Lighthouse justify the suspension of Sung Ki Kim.

Ihyun Jeoung is a leaseholder of the real property located at 2815 Taylor Street in San Francisco, the address of Nick's Lighthouse and principal address of Wharf777. **Exhibit 3**; *see also* **Exhibit 8**. Ihyun Jeoung is also a legal owner of the business operating as Nick's Lighthouse. *Id*. at pp. 12-20. Ihyun Jeoung, based upon information and belief, is a nephew of the Paiks. As noted above, the Paiks would sometimes put businesses in the names of their nephews, nieces or daughter in order to conceal ownership by the Paiks. **Exhibit 2** at p. 16. The Paik's direct control of the businesses operating out of 2815 Taylor Street in San Francisco, and

Ihyun Jeoung's roles as leaseholder for 2815 Taylor Street in San Francisco and legal owner of the business operating as Nick's Lighthouse justify the suspension of Ihyun Jeoung.

Nick's Lighthouse is a restaurant and bar located at 2815 Taylor Street in San Francisco. The Paiks are the current operators of Nick's Lighthouse. **Exhibit 2** at p. 16. Sung Ki Kim and Ihyun Jeoung are the legal owners of Nick's Lighthouse and leaseholders of the real property located at 2815 Taylor Street in San Francisco. **Exhibit 8**. According to James Paik, the Paiks "did not always put businesses in their own names in order to conceal ownership of these enterprises" and "sometimes businesses were in [his] nephews'…name[s]." **Exhibit 2** at p. 16. The Paik's direct control of the operations of Nick's Lighthouse and surreptitious ownership of the business operating as Nick's Lighthouse justify the suspension of Nick's Lighthouse.

V. ORDER OF SUSPENSION

For all of these reasons, Elaine Forbes, Executive Director of the Port of San Francisco, and David Chiu, City Attorney, as Charging Officials, hereby SUSPEND Min "James" Paik; Hye Paik; Wharf777.Inc.; Uri Food, Inc.; Sung Ki Kim; Ihyun Jeoung; and Nick's Lighthouse.

This Order of Suspension is self-executing; it is in effect from today's date until the Charging Officials lift the Order of Suspension under Section 28.6(b) of the San Francisco Administrative Code or a hearing officer terminates the Order of Suspension under Section 28.10(e) of the San Francisco Administrative Code.

Further, Section 28.7 of the San Francisco Administrative Code, which states that a failure to request a hearing within certain time limits constitutes an admission of the facts in counts and allegations, *does not apply* to this Order of Suspension. The failure to seek a hearing of this Order of Suspension does not constitute an admission of the facts in an Order of Suspension. Instead, at any time during the term of suspension, the Suspended Entities may together or separately submit a written request of the Charging Officials to lift the Order of Suspension. (San Francisco Administrative Code § 28.6(b).)

Finally, at any time during the pendency of this Order of Suspension, the Charging Officials may move to debar the Suspended Entities, and if they are so debarred, the period of

Suspension shall count towards the period of Debarment. (San Francisco Administrative Code § 28.11(b).) The Charging Officials intend to seek debarment of the Suspended Entities.

Under this Order of Suspension, the Suspended Entities are prohibited "from participating in any contract or grant at any tier, directly or indirectly, with or for the City" and "any department head, board or commission may cancel any existing contract or grant with" the Suspended Entities." (San Francisco Administrative Code §§ 28.1, 28.11(c).)

Violation of this Order of Suspension, such as by submission of a proposal, bid or sub-bid, or grant request, during the period it remains in effect, may be considered a false claim as provided in this Administrative Code and the California Government Code. (San Francisco Administrative Code §§ 28.1, 28.11(e).)

Dated: May 23, 2024

Elaine Forbes
Executive Director, Port of San Francisco

David Chiu

David Chiu
City Attorney
City and County of San Francisco

In the matter of: MIN “JAMES” PAIK, an individual; and HYE PAIK, an individual; WHARF777.INC., a California corporation; URI FOOD, INC., a California corporation; SUNG KI KIM, an individual; and IHYUN JEOUNG, an individual, dba NICK’S LIGHTHOUSE.

EXHIBITS IN SUPPORT OF ORDER OF SUSPENSION

Exhibit 1:	Criminal Complaint, U.S. District Court, Northern District of California Case No. 3-23-mj-71717 MAG.
Exhibit 2:	Affidavit in Support of a Criminal Complaint an Applications for Search Warrants.
Exhibit 3:	Wharf777.Inc. Articles of Incorporation.
Exhibit 4:	Checks from Wharf777 bank account to Port of San Francisco.
Exhibit 5:	Uri Food, Inc. Articles of Incorporation.
Exhibit 6:	Uri Food, Inc. Statement of Information.
Exhibit 7:	Check from Uri Food, Inc. bank account to Port of San Francisco.
Exhibit 8:	Consent to Assignment of Lease No. L-7492 and Lease No. L-16401.
Exhibit 9:	San Francisco Administrative Code Chapter 28.
Exhibit 10:	Proposal to Port of San Francisco for lease of Pier 33 1/2 by James Paik.

EXHIBIT 1

UNITED STATES DISTRICT COURT
for the
Northern District of California

United States of America
v.

Min "James" Paik
and
Hye Paik

Defendant(s)

Case No. 3-23-mj-71717 MAG

CRIMINAL COMPLAINT

I, the complainant in this case, state that the following is true to the best of my knowledge and belief.

On or about the date(s) of May 2023 to November 2023 in the county of San Francisco in the Northern District of California, the defendant(s) violated:

Code Section	*Offense Description*
18 U.S.C. § 371	Conspiracy to commit bribery
18 U.S.C. § 666(a)(2)	Bribery of an agent of an organization receiving federal funds

This criminal complaint is based on these facts:

Please see the attached affidavit of FBI Special Agent Allison Lopez.

❐ Continued on the attached sheet.

/s/ Allison Lopez
Complainant's signature

Allison Lopez, FBI Special Agent
Printed name and title

Approved as to form /s/
AUSA Casey Boome
AUSA David J. Ward

Sworn to before me by telephone.

Date: 11/14/2023

Sallie Kim
Judge's signature

City and state: San Francisco, CA

Hon. Sallie Kim, U.S. Magistrate Judge
Printed name and title

EXHIBIT 2

AFFIDAVIT IN SUPPORT OF A CRIMINAL COMPLAINT AND APPLICATIONS FOR SEARCH WARRANTS

I, Allison Lopez, a Special Agent with the Federal Bureau of Investigation, being duly sworn, state:

INTRODUCTION

1. I respectfully submit this affidavit in support of a criminal complaint charging MIN "JAMES" PAIK ("JAMES") and HYE PAIK ("HYE") (or collectively, "the PAIKS") with one count of conspiracy to commit bribery in violation of 18 U.S.C. § 371 and one count of bribery of an agent of an organization receiving federal funds, in violation of 18 U.S.C. § 666(a)(2) (the Subject Offenses).

2. This affidavit is also submitted in support of an application under Rule 41 of the Federal Rules of Criminal Procedure for a search warrant authorizing the examination of the cellular telephone associated with Verizon Wireless phone number [redacted] (the SUBJECT DEVICE), which is described more fully in Attachment A-1. The SUBJECT DEVICE is registered to HYE, who is known to be JAMES' spouse, and JAMES is the suspected user of the SUBJECT DEVICE. Subscriber information indicates that the SUBJECT DEVICE is registered to HYE at the PAIKS' residence, [redacted] where agents have observed the PAIKS' during surveillance. JAMES conducts business from SUBJECT DEVICE, and the FBI has obtained and reviewed text messages between JAMES, utilizing the SUBJECT DEVICE, and a Confidential Human Source (CHS-1) discussing the payment of bribes in exchange for leases on property owned by the Port of San Francisco. There is probable cause to believe that the electronically stored information, as described in Attachment B-1, will be located on the SUBJECT DEVICE and is evidence, fruits, and instrumentalities of bribery in violation of

18 U.S.C. §§ 666(a)(2). The SUBJECT DEVICE will be searched according to the protocol set forth in Attachment C.

3. This affidavit is also made in support of an application for a search warrant under 18 U.S.C. §§ 2703(a), 2703(b)(1)(A) and 2703(c)(1)(A) to require Google LLC ("Google") to disclose to the government information associated with an email account, [redacted], (the "SUBJECT ACCOUNT") which is described more fully in Attachment A-6. The data from the email account is stored at premises controlled by Google, an email provider located at 1600 Amphitheatre Parkway, Mountain View, CA 94043. JAMES conducts business from SUBJECT ACCOUNT, and the FBI has obtained and reviewed emails between JAMES, utilizing the SUBJECT ACCOUNT, and others discussing the payment of bribes in exchange for leases on property owned by the Port of San Francisco along with emails where JAMES is conducting regular business. JAMES also uses SUBJECT ACCOUNT to conduct normal business with the Port of San Francisco such as emailing the Port a copy of a certificate of insurance for his business. There is probable cause to believe that the electronically stored information, as described in Attachment B-2, will be located on the SUBJECT ACCOUNT and is evidence, fruits, and instrumentalities of conspiracy and bribery in violation of 18 U.S.C. §§ 371 and 666(a)(2). A preservation request was sent to Google for SUBJECT ACCOUNT on or about October 3, 2023. Google confirmed the receipt of the Law Enforcement request and gave it reference number 44007070.

4. This Court has jurisdiction to issue the requested warrant for the SUBJECT ACCOUNT because it is "a court of competent jurisdiction" as defined by 18 U.S.C. § 2711. 18 U.S.C. §§ 2703(a), (b)(1)(A), & (c)(1)(A). Specifically, the Court is "a district court of the United States . . . that has jurisdiction over the offense being investigated." 18 U.S.C. § 2711(3)(A)(i)

and "is in . . . a district in which the provider . . . is located or in which the wire or electronic communications, records, or other information are stored." 18 U.S.C. § 2711(3)(A)(ii).

5. In short, and as described in more detail below, the FBI has been investigating the PAIKS, and this investigation has developed evidence that the PAIKS have engaged in a bribery scheme to evade the legitimate lease bidding process at the Port of San Francisco (the Port) by giving cash payments to a Port employee who has been cooperating with law enforcement (CHS-1) in order to illicitly and improperly obtain leases for two restaurant spaces at the Port.

6. As part of this scheme, the PAIKS made payments to CHS-1, seeking to gain advantages unavailable to the general public, including special treatment by city employees in the form of access to specific Port sites, favorable and more lenient treatment during the lease bid process, and the avoidance of review by certain departments and entities that JAMES believed would reject his bid for restaurant space.

7. JAMES also told the CHS that he had a "good relationship" with a Port of San Francisco employee who formerly oversaw the awarding of restaurant and other leases at the Port. Based on my training and experience, I believe that when JAMES said he had a "good relationship" he meant that he paid this other Port employee bribes. In offering to bribe CHS-1, JAMES told the CHS that he had also "worked closely" with city employees in Redwood City, which CHS-1 understood to mean that JAMES had bribed those city employees. JAMES has operated restaurants and leased restaurant space since at least 2018, according to financial records I have reviewed.[1]

8. JAMES used the SUBJECT DEVICE to communicate with CHS-1. Those

[1] This application seeks authority to search the SUBJECT DEVICE and SUBJECT ACCOUNT for evidence of the Subject Offenses dating back to 2018.

communications include discussions about restaurant projects JAMES has an interest in, tours of these spaces, which were not accessible to other potential interested parties, and payments to CHS-1 in exchange for favorable official acts. As such, and as set forth in greater detail below, I submit that there is probable cause to charge JAMES and HYE with violating the Subject Offenses and to search the SUBJECT DEVICE for evidence, instrumentalities, contraband, and/or fruits of the Subject Offenses.

9. JAMES used SUBJECT ACCOUNT to communicate with CHS-1 and others. Those communications include discussions about payments for favorable official acts. As such, and as set forth in greater detail below, I submit that there is probable cause to search the SUBJECT ACCOUNT for evidence, instrumentalities, contraband, and/or fruits of the Subject Offenses.

10. This affidavit is submitted for the limited purpose of securing a criminal complaint and search warrants. Therefore, I have not included every fact known to me concerning this investigation. Instead, I have set forth only the facts necessary to establish probable cause that JAMES and HYE have violated the Subject Offenses, and that evidence, fruits, and instrumentalities of those violations are located on the SUBJECT DEVICE and the SUBJECT ACCOUNT. I have based my statements in this affidavit on my training and experience, personal knowledge of the facts and circumstances obtained through my participation in this investigation, information provided by other agents and law enforcement officers, information provided by a confidential human source, and information provided by records and databases. I am an “investigative or law enforcement officer of the United States” within the meaning of Section 2510(7) of Title 18, United States Code, that is, an officer of the United States who is empowered by law to conduct investigations of, and to make arrests for, offenses enumerated in Title 18, United States Code, Section 2516.

AFFIANT BACKGROUND

11. I am a Special Agent with the Federal Bureau of Investigation and have been so since January 2016. I received approximately 20 weeks of training at the FBI Academy in Quantico, Virginia. During that time, I received training in various areas, including evidence collection, interviewing, legal procedure and process, source management, investigative technology, firearms and tactical training, and defensive tactics. I am currently assigned to the Public Corruption squad of the FBI's San Francisco Field Division. I am responsible for investigating, among other things, violations concerning honest services fraud, bank and wire fraud, bribery, obstruction of justice, and extortion. Prior to my work in Public Corruption, I was assigned to the Violent Crimes Against Children squad. I also have a master's degree in forensic psychology.

APPLICABLE STATUTES

12. Title 18, United States Code, Section 666(a)(2), prohibits bribery of local officials who are agents of organizations receiving federal funds. The elements of the offense include the following:

i. A person was an agent of an organization, a state, local or tribal government, or an agency of a state, local, or tribal government;

ii. The organization, state or local government received federal assistance in excess of $10,000 in a one-year period;

iii. The one-year period of federal assistance was within twelve months before or after the commission of the offense;

iv. The defendant gave, offered, or agreed to give a thing of value to any person;

v. The defendant intended to influence or reward the agent of the organization or agency in connection with a transaction or series of transactions of the organization or agency that involved $5,000 or more; and,

vi. The defendant acted corruptly.

13. **Title 18, United States Code, Section 371** prohibits Conspiracy to Commit bribery of local officials. The elements of the offense include the following:

i. There was an agreement between two or more persons to commit bribery;

ii. The defendant became a member of the conspiracy knowing of at least one of its objects and intending to help accomplish it; and,

iii. One of the members of the conspiracy performed at least one overt act for the purpose of carrying out the conspiracy.

<u>EVIDENCE OF CRIMES LIKELY TO BE FOUND ON THE SUBJECT DEVICE</u>

14. Based on my training, experience, and research, I know that when an individual uses an electronic device as a means of communication in furtherance of a criminal offense, the individual's electronic device will generally serve both as an instrumentality for committing the crime, and also as a storage medium that will contain evidence of the crime. From my training and experience, I believe that an electronic device used to commit a crime of this type may contain data that is evidence of how the electronic device was used; data that was sent or received; and other records that indicate the nature of the offense.

15. Per records obtained from Verizon Wireless, the SUBJECT DEVICE currently associated with phone number [redacted] is a Samsung Galaxy S22, International Mobile Equipment Identifier ("IMEI") [redacted], and an International Mobile Subscriber Identity ("IMSI") of [redacted]. The IMEI is a unique number associated with the device itself. The IMSI is a globally unique code number that identifies a device subscriber to the network. The IMSI is linked to the account information with the carrier, in this instance, Verizon. The IMSI resides in

the SIM card which can be moved from one device to another. Cellular devices like the Samsung Galaxy S22 use a SIM card to store the subscriber's information like phone number and other personal data that proves a user is in fact a subscriber to that carrier. This means that a subscriber can put the SIM card into any cellular device to instantly continue using it on the network with all previous subscription information, like a phone number, to make phone calls, send text messages, and send emails.

16. Based on my training and experience, I know that individuals attempt to preserve as much information from their old devices as they upgrade to new ones, to include photographs, text messages, contact information, and call logs. Information that was previously stored on an older device is typically transferred to the user's new device through the SIM card and other storage mediums, such as SD memory cards inserted into the device. While SIM and SD cards can transfer over information stored on the phone itself, applications (apps) and accounts often accessed on cellular telephones can store information within the account itself, for example, email accounts store data in the user's account, not within the phone's memory. By logging into these apps and accounts on the new device, the account's information will become accessible to the user. Based on my training and experience, I know information stored within these apps and accounts can be downloaded to the cellular telephone's memory storage as needed, like attachments to emails or photographs sent within apps. Therefore, even while the device itself may be changed, much of the same information will be stored on the new device.

17. Based on the subscriber information from Verizon, this particular phone, the SUBJECT DEVICE, has been utilized by JAMES since March 19, 2023. The user address is listed as [redacted], which is the residential address for the PAIKS.

18. As discussed in the section below regarding probable cause, the investigation demonstrates that JAMES uses the SUBJECT DEVICE to conduct business matters relating to his restaurant business at Nick's Lighthouse. This includes placing phone calls and sending text messages to the CHS-1 to discuss current and anticipated lease information on Port of San Francisco property. Based on my training and experience, I know that individuals who use cellular telephones also keep them on their person or in close proximity. I also know that cellular telephone users often store their devices inside their residence, in their vehicles, or at place of employment when they are present at such residence or place of employment. Based on the foregoing, there is probable cause to believe that the SUBJECT DEVICE will be on the person of JAMES, at his residence, in a vehicle controlled by him, or at his place of employment. Therefore, this application seeks authorization to search the person of JAMES (Attachment A-2), his residence (Attachment A-3), his restaurant (Attachment A-4), and his vehicles[2] (Attachment A-5) for the sole purpose of seizing and searching the SUBJECT DEVICE. For example, if agents locate and seize the SUBJECT DEVICE on JAMES' person, agents will not be permitted to search JAMES' residence, business, or vehicles.

<u>EVIDENCE OF CRIMES LIKELY TO BE FOUND ON THE SUBJECT ACCOUNT</u>

19. Based on my training, investigative experience, and discussions with other law enforcement officers, I know that:

i. Individuals like JAMES, who are involved in crimes, like the Subject Offenses, often maintain records of their illegal activities to assist them in keeping track of cash, funds, or other benefits received, owed or invested in their own names or in

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[2] The PAIKS own the following vehicles: a Gold 2012 Toyota Sienna, license plate number [redacted], registered to Min Ki Paik at [redacted]. A Navy 2015 Toyota RAV4, license plate no. [redacted] registered to Hye Ja Paik [redacted].

the names of nominees or aliases. These records are often maintained for years, in hard copy and digital form, and often include emails utilized in furtherance of the Subject Offenses, as well as photographs of items relevant to their schemes;

ii. Individuals like JAMES, who are involved in crimes, like the Subject Offenses, often make purchases and conduct financial transactions related to the Subject Offenses that generate records which often include email correspondence;

iii. Individuals like JAMES who are involved in crimes, like the Subject Offenses, often maintain email correspondence documenting contact information, telephone directories, address books, and other electronic files, such as photographs, which identify associates involved in their illegal activities and prior communications with those individuals.

INFORMATION ABOUT GOOGLE[3]

20. Google is a U.S. company that offers to the public, through its Google Accounts, a variety of online services, including email, cloud storage, digital payments, and productivity applications, which can be accessed through a web browser or mobile applications. Google also offers to anyone, whether or not they have a Google Account, a free web browser called Google Chrome, a free search engine called Google Search, a free video streaming site called YouTube, a free mapping service called Google Maps, and a free traffic tracking service called Waze. Many of these services offer additional functionality if the user signs into their Google Account.

21. Signing up for a Google Account automatically generates an email address at the domain gmail.com. That email address will be the log-in username for access to the Google Account.

[3] The information in this section is based on information published by Google on its public websites, including, but not limited to, the following webpages: the "Google legal policy and products" page available to registered law enforcement at lers.google.com; product pages on support.google.com; or product pages on about.google.com.

22. Google advertises its services as “One Account. All of Google working for you.” Once logged into a Google Account, a user can connect to Google’s full suite of services offered to the general public, described in further detail below. In addition, Google keeps certain records indicating ownership and usage of the Google Account across services, described further after the description of services below.

23. As described above, Google, Inc. provides electronic mail (“e-mail”) access, to the public. Google, Inc. allows subscribers to obtain e-mail accounts at the domain name gmail.com, like the e-mail account listed in Attachment A-5. Subscribers obtain an account by registering with Google, Inc. During the registration process, Google, Inc. asks subscribers to provide basic personal information. Therefore, the computers of Google, Inc. are likely to contain stored electronic communications (including retrieved and unretrieved e-mail for Google, Inc. subscribers) and information concerning subscribers and their use Google, Inc. services, such as account access information, e-mail transaction information, and account application information. In my training and experience, such information may constitute evidence of the crimes under investigation because the information can be used to identify the account’s user or users.

24. A Google, Inc. subscriber can also store with the provider files in addition to emails, such as address books, contact or buddy lists, calendar data, pictures (other than ones attached to e-mails), and other files, on servers maintained and/or owned by Google, Inc. In my training and experience, evidence of who was using an e-mail account may be found in address books, contact or buddy lists, e-mail in the account, and attachments to e-mails, including pictures and files.

25. In my training and experience, e-mail providers generally ask their subscribers to provide certain personal identifying information when registering for an e-mail account. Such

information can include the subscriber's full name, physical address, telephone numbers and other identifiers, alternative e-mail addresses, and, for paying subscribers, means and source of payment (including any credit or bank account number). In my training and experience, such information may constitute evidence of the crimes under investigation because the information can be used to identify the account's user or users.

26. In my training and experience, e-mail providers typically retain certain transactional information about the creation and use of each account on their systems. This information can include the date on which the account was created, the length of service, records of log-in (i.e., session) times and durations, the types of service utilized, the status of the account (including whether the account is inactive or closed), the methods used to connect to the account (such as logging into the account via the provider's website), and other log files that reflect usage of the account. In addition, e-mail providers often have records of the Internet Protocol address ("IP address") used to register the account and the IP addresses associated with particular logins to the account. Because every device that connects to the Internet must use an IP address, IP address information can help to identify which computers or other devices were used to access the e-mail account.

27. In my training and experience, in some cases, e-mail account users will communicate directly with an e-mail service provider about issues relating to the account, such as technical problems, billing inquiries, or complaints from other users. E-mail providers typically retain records about such communications, including records of contacts between the user and the provider's support services, as well records of any actions taken by the provider or user as a result of the communications. In my training and experience, such information may constitute evidence of the crimes under investigation because the information can be used to identify the

account's user or users.

28. In my training and experience, any email that is sent to or from a Google subscriber is stored in the subscriber's mailbox on Google's servers until the subscriber deletes the email or the subscriber's mailbox exceeds the storage limits pre-set by the Internet service provider. If the message is not deleted by the subscriber, the account is below the storage limit, and the subscriber accesses the account periodically, that message can remain on Google's servers indefinitely.

29. As explained herein, information stored in connection with an email account may provide crucial evidence of the "who, what, why, when, where, and how" of the criminal conduct under investigation, thus enabling the United States to establish and prove each element or alternatively, to exclude the innocent from further suspicion. In my training and experience, the information stored in connection with an email account can indicate who has used or controlled the account. This "user attribution" evidence is analogous to the search for "indicia of occupancy" while executing a search warrant at a residence. For example, email communications, contact lists, and images sent (and the data associated with the foregoing, such as date and time) may indicate who used or controlled the account at a relevant time. Further, information maintained by the email provider can show how and when the account was accessed or used. For example, as described below, email providers typically log the Internet Protocol (IP) addresses from which users access the email account, along with the time and date of that access. By determining the physical location associated with the logged IP addresses, investigators can understand the chronological and geographic context of the email account access and use relating to the crime under investigation. This geographic and timeline information may tend to either

inculpate or exculpate the account owner. Additionally, information stored at the user's account may further indicate the geographic location of the account user at a particular time (e.g., location information integrated into an image or video sent via email). Last, stored electronic data may provide relevant insight into the email account owner's state of mind as it relates to the offense under investigation. For example, information in the email account may indicate the owner's motive and intent to commit a crime (e.g., communications relating to the crime), or consciousness of guilt (e.g., deleting communications in an effort to conceal them from law enforcement).

30. Based on my training and experience, messages, emails, voicemails, photos, videos, documents, and internet searches are often created and used in furtherance of criminal activity, including to communicate and facilitate the offenses under investigation. Thus, stored communications and files connected to a Google Account may provide direct evidence of the offenses under investigation.

31. Account activity may also provide relevant insight into the account owner's state of mind as it relates to the offenses under investigation. For example, information on the account may indicate the owner's motive and intent to commit a crime (*e.g.,* information indicating a plan to commit a crime), or consciousness of guilt (*e.g.,* deleting account information in an effort to conceal evidence from law enforcement).

32. Other information connected to the use of a Google account may lead to the discovery of additional evidence. For example, the apps downloaded from the Google Play store may reveal services used in furtherance of the crimes under investigation or services used to communicate with co-conspirators. In addition, emails, instant messages, Internet activity, documents, and contact and calendar information can lead to the identification of co-conspirators and

instrumentalities of the crimes under investigation.

33. Therefore, Google's servers are likely to contain stored electronic communications and information concerning subscribers and their use of Google services. In my training and experience, such information may constitute evidence of the crimes under investigation including information that can be used to identify the account's user or users.

FACTS SUPPORTING PROBABLE CAUSE

34. The Port of San Francisco is a semi-independent organization that oversees the port facilities at San Francisco. The Port is responsible for managing the larger waterfront area that extends from the anchorage of the Golden Gate Bridge to the city line just beyond Candlestick Point. The Port oversees the leasing of retail real estate contained in their area of responsibility, including Nick's Lighthouse, Pompei's Grotto (now out of business), and Lou's Fish Shack (now out of business), Butterfly restaurant (now out of business) and Tarantino's restaurant (now out of business). Pompei's Grotto and Lou's Fish shack are located next door to each other in the Fisherman's Wharf area of the city of San Francisco.

35. For retail opportunities, including restaurant spaces, the Port issues Request for Proposals (RFP) for sites it is seeking to lease. The RFP is circulated through community organizations, trade associations, and posted under Contract Opportunities on the Port's website. The RFP provides the minimum terms required and outline financial, experience and expertise standards. Respondents are required to submit forecasted financial projections, capital to be invested, proposed business terms that exceed the minimum and financial statements of the entities. As part of the Port's approval process, all prospective tenants are required to complete a lease application. This application is reviewed by third-party real estate brokers, contracted by the

Port. The real estate brokers are also responsible for showing the property to perspective applicants. After the applications are reviewed by the real estate brokers, they are sent for approval to a panel of Port employees who determine which application for the RFP will be awarded the contract. When an application is approved, a Port Property Manager will draft and submit Basic Lease Information to the City Attorney's Office for assignment and preparation of the lease.

36. According to the Port of San Francisco's policy, Port Commission approval is required for properties where:

i. The rent is below parameter rates or Fair Market Value;

ii. Total lease value over term is under $1 million;

iii. Lease duration is 6 or more years.

37. The FBI in this case utilized a Confidential Human Source ("CHS-1"), who is a Port of San Francisco employee. CHS-1 oversees the operation of the retail spaces owned by the Port and often leased out for restaurants or other facilities. In May 2023, CHS-1 was approached by JAMES, who told CHS-1 that he was interested in obtaining leases at the Port for his restaurants. JAMES told CHS-1 that he owned over 30 businesses in the Bay Area, including several restaurants.

38. CHS-1 and JAMES met in person on numerous occasions in 2023 and they also communicated by text and phone and email. On numerous occasions at these meetings and calls, JAMES told CHS-1 that JAMES would give CHS-1 cash in exchange for assistance with obtaining leases at several retail spaces on Port Property. CHS-1 told JAMES that what JAMES was proposing was illegal or inappropriate, but JAMES persisted. JAMES frequently texted, called, or approached CHS-1 in person to ask CHS-1 about leases, offering to pay CHS-1

thousands of dollars if CHS-1 could get JAMES a new lease on several vacant properties. JAMES told CHS-1 that he would pay extra money to anyone that CHS-1 needed to bring in to assist with the process. CHS-1 reported to agents that JAMES had also attempted to bribe a realtor contracted by the Port, REALTOR-1, for assistance with obtaining a lease at Port property formerly occupied by the Butterfly restaurant. CHS-1 reported these overtures to his superiors, who brought this information to the attention of the FBI. The FBI opened an investigation, and CHS-1 met with JAMES on multiple occasions at the direction of the FBI. CHS-1 provided agents with emails to/from JAMES' email account, the SUBJECT ACCOUNT. CHS-1 utilized both audio and video recording devices to capture meetings with JAMES and HYE. The FBI also utilized an Undercover Employee (UCE-1), who posed as CHS-1's co-worker during several interactions with JAMES and also utilized both audio and video recording devices to meet with JAMES and his wife, HYE PAIK.

39. As part of this investigation, the FBI has learned that JAMES is a businessman operating in the San Francisco Bay Area. JAMES and his wife, HYE have owned several restaurants and are currently the operators of Nick's Lighthouse, a restaurant and bar located at 2815 Taylor Street in San Francisco. Nick's Lighthouse is located on property owned by the Port. According to JAMES, he and his wife have owned 30 businesses in the Bay Area, several of which were restaurants. JAMES told the CHS-1 that he and his wife did not always put businesses in their own names in order to conceal their ownership of these enterprises. JAMES told CHS-1 that sometimes businesses were in JAMES's nephews', nieces', or daughter's name.

40. On or about May 13, 2023, JAMES sent an email from SUBJECT ACCOUNT to REALTOR-1 containing a screenshot of a text message "If you butterfly restaurant pier 33 successful lease for me i will give to $5000 cash for you. Do not say anybody." On or about

May 15, 2023, REALTOR-1 emailed SUBJECT ACCOUNT, “James, That is illegal and I will not take part in that. Please understand that the Port will determine who will take on the butterfly space. I will get you a proposal this week. Thank you,”. As stated above, the Butterfly was a restaurant formerly located on Port of San Francisco property at 33 The Embarcadero, San Francisco, CA 94133. The property is now vacant. REALTOR-1 forwarded the email to another Port employee, who forwarded it to CHS-1. CHS-1 provided it to the FBI.

41. On or about August 12, 2023, JAMES sent an email from SUBJECT ACCOUNT to CHS-1 containing a screen shot of a text message, “CAN WE LEASE THAT PLACE. LAST 30 YEARS NO ONE OPEN.” The screen shot contained a photograph of a restaurant space formerly occupied by a restaurant called Tarantino’s located at 206 Jefferson St, San Francisco, CA 94133.

42. On or about August 31, 2023, JAMES sent a text message to the CHS-1 and asked, “can I see inside pampanis”. Based on previous conversations between CHS-1 and JAMES, CHS-1 understood that JAMES was referring to Pompei’s Grotto, a vacant restaurant space owned by the Port located at 340 Jefferson Street, San Francisco. CHS-1 responded to JAMES’s request:

43. “Hello James. Thank you for your interest in the soon to be listed property. However, tours of the building are not available right now.”

44. CHS-1 told JAMES that what JAMES was requesting from CHS-1 was prohibited by rules set forth by the Port, which prohibit giving one bidder a tour of a property coming up for lease so as not to give that bidder an unfair advantage when it came time to submit bids. Here, giving JAMES a tour would have given him an unfair edge because JAMES would have knowledge of the layout and size of the space as well as what renovations and equipment to restaurant would need to become operational.

45. On or about September 13, 2023, CHS-1 had a conversation with JAMES at Nick's Lighthouse. At the direction of the FBI, CHS-1 audio recorded the meeting. During this conversation. CHS-1 told JAMES that JAMES had been filing income information for Nick's Lighthouse with the Port incorrectly and showed JAMES how to correctly report this information. The lease for Nick's Lighthouse dictates that a base-rent plus 6.5% of the income of the restaurant need to be paid to the Port monthly. However, JAMES had paid an incorrect percentage on several occasions, which CHS-1 pointed out to JAMES. During this conversation, JAMES complained that he could never get in touch with the Port Property Manager that was overseeing the leasing of the Butterfly restaurant. JAMES told CHS-1 that he has been waiting for over 6 months to hear the results of his bid on the Butterfly space. JAMES stated that he wanted to pay CHS-1 for CHS-1 to help JAMES obtain the leases at vacant properties formerly occupied by Lou's Fish Shack and Pompei's Grotto and expedite the lease for the restaurant space known as Butterfly.

46. Several hours after this meeting, JAMES called CHS-1 utilizing the SUBJECT DEVICE, shown in call logs as an incoming call to CHS-1's phone. The call lasted approximately 2 minutes. During this call, CHS-1 reported that JAMES expressed his gratitude for CHS-1's assistance and asked to meet CHS-1 outside of the CHS-1's office at Pier 1 in San Francisco. During this meeting, JAMES gave CHS-1 an envelope, which contained $3,000 in $100 bills, and again thanked CHS-1 for CHS-1's help. CHS-1 turned over the $3,000 to the FBI.

47. On September 25, 2023, JAMES texted the CHS-1, "good morning. Can I see the lease luis restaurant" The CHS-1 responded, "Hello, you would like to lease Lous restaurant?" JAMES responded "yes". These communications took place over the SUBJECT DEVICE. JAMES stated that he also wanted to see the previous leases on the properties, which would give him an unfair

advantage over other potential bidders. For example, the previous leases contained information like how much the prior tenant paid in rent, which could be used to calculate the current fair-market value of the property, a factor bidders must take into account in their bid proposals. CHS-1 has informed law enforcement that CHS-1 could only show JAMES the restaurant and lease documentations because of his official position as a Port employee, and that it would violate Port rules and regulations for CHS-1 to show JAMES the restaurant and the lease documentation for these properties.

48. On October 2, 2023, at the direction of the FBI, the CHS-1 texted JAMES and stated that CHS-1 would be able to take JAMES on a tour of the two restaurant spaces in which JAMES was interested. JAMES responded "ok very good. Wednesday 11 go together. Thanks"

49. The tour took place on October 4, 2023, with JAMES and his wife HYE PAIK. FBI agents conducted surveillance, and CHS-1 audio and video recorded the meeting. Throughout the meeting JAMES indicated that he understood that the CHS-1 was not supposed to be giving him a tour, per Port policy. The CHS-1 thanked JAMES for the $3,000 JAMES gave to CHS-1 on September 13, 2023. JAMES acknowledged the payment and explained that he wanted to continue to have a "good relationship" with CHS-1. Based on my training and experience investigating bribery cases, I believe that when JAMES' expressed his desire to continue to have a "good relationship" with CHS-1, JAMES intended to convey that he wanted to continue to pay CHS-1 in exchange for favorable official treatment with regard to Port Authority leases.

50. At the direction of the FBI, CHS-1 told JAMES that CHS-1 was risking his/her job to help JAMES and that if JAMES wanted to obtain a lease on either of these restaurants, CHS-1 would have to circumvent the normal bid process to ensure JAMES' success. JAMES indicated that he wanted to pay CHS-1 in order to bypass the standard bid process. CHS-1 explained that

in the CHS-1's official capacity, he could assign the lease to JAMES but that he would need assistance from another Port employee to move the process along. JAMES agreed that the CHS-1 should involve another person, in furtherance of subverting the bid process, and stated that he would also help take care of that person. Based on my training and experience, when JAMES said that he wanted to "take care" of someone, he meant that he intended to bribe that person.

51. After the tour of the restaurants, JAMES, HYE and CHS-1 walked to the area behind Nick's Lighthouse. HYE entered Nick's Lighthouse. JAMES asked the CHS-1 to wait outside, and JAMES went inside Nick's Lighthouse for a several minutes. When JAMES returned, he handed CHS-1 an envelope and told him "Don't change the mind. I want to keep going, lifetime. Believe me, okay?... Very good for you. Very good for you." The envelope contained $3,000 in $100 bills and "Thank you!" was written on the outside of the envelope. JAMES told CHS-1 that this $3,000 was for the Port employee who would be assisting JAMES and CHS-1 in circumventing the bid process for the leases at vacant properties formerly occupied by Lou's Fish Shack and Pompei's Grotto.

52. During conversations between JAMES and CHS-1 on September 13, 2023, and October 4, 2023, JAMES told CHS-1 that he wanted to change the names on the Nick's Lighthouse lease. Previously, Nick's Lighthouse was leased in the names of two of JAMES' nephews, Nephew-1 and Nephew-2. CHS-1 believed that JAMES and his wife could not pass the rigorous background checks conducted by the Port that were required for JAMES and HYE PAIK to secure the Nick's Lighthouse lease under their own names when they took over management of the restaurant, so they put the lease in their nephews' names, even though, based on conversations between CHS-1 and JAMES, JAMES' nephews do not participate in the running of the restaurant. During several meetings between CHS-1 and JAMES, JAMES asked CHS-1 to

put Nick's Lighthouse into JAMES and HYE PAIK's name, circumventing the standard background check process, which includes a credit check, a check to ensure that the lessees are in good standing financially, and do not have other failed businesses. JAMES indicated that he would pay a bribe to CHS-1 for his/her assistance with this process.

53. On October 9, 2023, CHS-1 and JAMES exchanged the following text messages:

> CHS-1: Can you meet on Wednesday at 2pm. I have a couple of lease paperworks ready. We will need to get items signed in order to meet certain deadlines and avoid interruptions. Please note that will need your help for pushing things forward
>
> JAMES: I will give something Wednesday 2pm. Do you need my daughter? Where can I meet you. Thanks.
>
> CHS-1: For Nick you want wharf 777. For the others you said you and your wife. Do you need me in close her on one. I suggest we add her later to get things done quickly.
>
> JAMES: Okay. Any kind Okay. Any way we going to life time together port for help. Thanks.

54. Based on my training and experience, I believe that when JAMES says, "I will give something Wednesday" and "Any way we going to life time together port for help" he means that he will pay/bribe CHS-1 cash in exchange for CHS-1's assistance.

55. In text messages, sent via SUBJECT DEVICE between October 5 and October 10, 2023, JAMES stated that for the amended lease at Nick's Lighthouse and the subsequent leases at Lou's Fish Shack and Pompei's Grotto, JAMES should be listed as the CEO and HYE PAIK should be listed as the Secretary. JAMES also told CHS-1 that he wanted his daughter, GRACE JAMES listed on the amended lease for Nick's Lighthouse. CHS-1 has told law enforcement that it would be improper and against Port rules to do this.

56. On October 11, 2023, CHS-1, JAMES, HYE PAIK, and UCE-1 (posing as CHS-1's co-worker), met with JAMES at a building formerly occupied by Pompei's Grotto. CHS-1 introduced his/her "co-worker" as someone that could help JAMES and CHS-1 circumvent the standard bid process for the leases at Lou's Fish Shack and Pompei's Grotto. Both CHS-1 and UCE-1 audio and video recorded the meeting. FBI agents also conducted surveillance of the meeting. JAMES, HYE PAIK, CHS-1, and UCE-1 discussed the amended lease for Nick's Lighthouse and JAMES was shown a draft of the new lease. CHS-1 and UCE-1 explained to JAMES that they would send the documents to JAMES via DocuSign. UCE-1 and CHS-1 indicated that this change would be reflected at the beginning of November and that this amendment would not be given the same level of scrutiny usually required for amended leases. JAMES asked if CHS-1's supervisor would see this. CHS-1 and UCE-1 told JAMES that they were going to go around CHS-1's supervisor, and JAMES stated that he understood.

57. UCE-1 and CHS-1 showed JAMES and HYE PAIK details from the previous leases for Lou's Fish Shack and Pompei's Grotto. JAMES reviewed these documents and UCE-1 explained to JAMES what the previous tenants paid in rent for these properties. CHS-1 explained that the rent was higher on these properties because the previous tenants only paid a base rent, which differs from Nick's Lighthouse rent, where JAMES pays a lower base rent but also 6.5% of the restaurant's income monthly. CHS-1 and UCE-1 told JAMES and HYE PAIK that they could help them get the leases on these properties, but that JAMES would have to submit a bid in response to the RFP that would be made public in the next few weeks. UCE-1 and CHS-1 explained that JAMES needed to submit a bid for a reasonable rental amount, around $15,000 a month so that JAMES's bid would not be dismissed immediately for being too low. CHS-1 and UCE-1 explained that JAMES would still receive a benefit by circumventing the background

check, financial vetting, and insurance vetting process. JAMES nodded, laughed, and said "okay" throughout this conversation. HYE PAIK was also present during this conversation. JAMES also asked if he could find out what other people were bidding. UCE-1 told him not to worry about what other people bid as long as JAMES bid higher than the previous lease amount. JAMES thanked UCE-1 and CHS-1 and stated that he understood. He then asked to talk to CHS-1 about "paperwork." At that point, JAMES handed CHS-1 an envelope that contained $3,000 in $100 bills. CHS-1 provided the $3,000 to FBI agents.

58. On or around October 12, 2023, JAMES sent a picture via text message, utilizing the SUBJECT DEVICE, to CHS-1 that included names and email addresses for his nephews. JAMES asked CHS-1 to send a DocuSign document to these email addresses for the transfer of names on the lease for Nick's Lighthouse. CHS-1 then sent a Consent to Assignment of Lease for Nick's Lighthouse via DocuSign to JAMES and his nephews, who digitally signed the document. JAMES believed that signing this document transferred the name on the lease for Nick's Lighthouse from JAMES's nephews to JAMES and HYE PAIK. On October 16, 2023, JAMES sent an image of this consent form with signatures to the CHS-1 by utilizing SUBJECT DEVICE.

59. On October 17, 2023, under the direction of the FBI, CHS-1 scheduled a meeting with JAMES at Lou's Fish Shack on Fisherman's Wharf for the next day. JAMES requested that CHS-1 bring UCE-1 with him/her to the meeting.

60. On October 18, 2023, JAMES, HYE PAIK, CHS-1, and UCE-1 met in person at Lou's Fish Shack. Both CHS-1 and UCE-1 surreptitiously audio and video recorded the meeting, and FBI agents also conducted surveillance of the meeting. JAMES, HYE PAIK, CHS-1, and UCE-1 sat around a dining table inside Lou's to discuss the leases. JAMES said that he wanted both

leases.[4] JAMES explained that he wanted both spaces because if someone else leased one, there was a potential for arguments or disagreements between JAMES and the other tenant. JAMES believed it would be better to lease both properties and have the whole block. JAMES told them that he already bought patio furniture for Lou's, a total of 20 tables and 40 chairs.

61. UCE-1 told JAMES that UCE-1 works in the Real Estate Development department for the Port and that CHS-1 works in the Leasing Department. UCE-1 told JAMES that UCE-1 would draft the Pompei's and Lou's restaurant leases with all the terms and conditions that JAMES wanted, and then UCE-1 would enter the lease into the Port's system. UCE-1 told JAMES that normally leases are for 5 years. JAMES stated that he wanted the longest possible lease for Pompei's and Lou's and requested a 10-year lease with the option to extend two times, for 10 more years each. JAMES asked multiple times throughout this meeting when CHS-1 and UCE-1 would start the paperwork for the leases for these spaces. CHS-1 and UCE-1 explained to JAMES that JAMES would still need to submit a bid in response to the RFP put out by the Port, so that it wouldn't look suspicious when he was awarded the leases. The RFP was not yet posted at the time of this meeting. JAMES stated that last time, UCE-1 and CHS-1 told him that he would have to pay $14,600 and $15,433 a month in rent for Lou's and Pompei, respectively. UCE-1 confirmed that these were the rental prices for the previous leases, but that fair market value studies indicate the value is now closer to $17,000. UCE-1 explained to JAMES that if he bids closer to $15,000, he will save approximately $240,000 over the course of a 10-year lease. UCE-1 told JAMES that he cannot bid less than the previous lease amounts otherwise it would look suspicious. JAMES replied, "I know, I know" and then stated that he has opened 30

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[4] At an earlier October 11 meeting, JAMES stated that he might only want to lease one of the two restaurants, Pompei's Grotto or Lou's Fish Shack, due to the high cost of the leases.

different businesses, so he understands.

62. JAMES asked when the paperwork for Lou's and Pompei's would be started. He explained that he went through a lengthy process for the restaurant space at Butterfly and he did not receive timely responses from the Port Property Manager for that location. JAMES expressed frustration at the process and stated he had applied almost a year ago. CHS-1 stated that UCE-1 and CHS-1 were "fast-tracking" JAMES' paperwork for Pompei's and Lou's and typically, a credit check alone can take one to two months. JAMES laughed and said, "I like it." UCE-1 asked JAMES if they could all speak openly about "helping each other", explaining that CHS-1 and UCE-1 were risking their jobs. JAMES responded, "I know, I know." JAMES agreed with UCE that he was going to be saving a lot of time and money by going through UCE-1 and CHS-1. JAMES stated that he was "not a free man, we just make money, I want to give to something else. That's why I am a very honest man, I want to help you and [CHS-1], keep going a lifetime." UCE-1 asked "for both [leases] can you give us an idea for what you are willing to help us with?" JAMES responded: "When you finish the lease, let me see, maybe, maybe 10, 10 first. And then I want to each yearly for Christmas Day and Thanksgiving Day… New Years Day, what I make something else, I give to you yearly... Not every month. Yearly for the Thanksgiving, Christmas day, for the holiday, make good money. I'm give something else for your lifetime." HYE PAIK was present throughout this conversation.

63. Based on my training and experience, and from conversations with CHS-1 and others, I believe that JAMES is telling UCE-1 and CHS-1 that he wants to give them cash payments in exchange for them assisting him obtain valuable leases of Port property. When JAMES said "10, 10" he means he wants to pay $10,000 each to UCE-1 and CHS-1, upon completion of obtaining the leases for Pompei's and Lou's. UCE-1 and CHS-1 discussed the amount and frequency of

payments with JAMES and UCE-1 told JAMES that UCE-1 didn't want to feel pressured. JAMES responded that he understood. UCE-1, CHS-1 and JAMES agreed that JAMES will pay them each $5,000 up front and $5,000 once the paperwork is done.

64. JAMES then stated that he would pay the initial $5,000 up front payment the following day. HYE PAIK interjected and explained that she had cash with her now. JAMES said that his wife, HYE PAIK handles the money and follows JAMES. HYE PAIK then walked a short distance away from the table and came back with two envelopes, which she handed to CHS-1 and UCE-1. Each an envelope contained $5,000 in $100 bills. After the meeting, the cash was turned over to the FBI.

65. CHS-1 and UCE-1 told JAMES that UCE-1 would email JAMES a draft of the leases for the two properties in the next week. They explained to JAMES that the email would go to SUBJECT ACCOUNT from UCE-1's personal email address because they could not use official Port email addresses. JAMES confirmed his email address and stated that he understood why the emails could not be sent to or from official Port account. At the direction of the FBI, CHS-1 prepared fictious lease agreements for both properties and UCE-1 emailed the leases to SUBJECT ACCOUNT on or about November 1, 2023.

66. On or about November 2, 2023, JAMES called CHS-1 and stated he wanted to sign the leases but had a few edits. JAMES also texted CHS-1 from the SUBJECT DEVICE: "Starting 6/1 We will give 10 +5=15. Thanks" and "Good morning. Start may 1 or June 1st. Can you meet tomorrow morning? Thanks". Based on my training and experience and discussion with CHS-1, JAMES was stating that he wanted the lease period to begin on either May or June of 2024 and was going to pay CHS-1 an additional bribe of $5,000 on top of what was previously agreed upon.

67. Finally, The Port of San Francisco received more than $10,000 in federal financial assistance in 2023.

ELECTRONIC STORAGE AND FORENSIC ANALYSIS

68. Based on my knowledge, training, and experience, I know that electronic devices can store information for long periods of time. Similarly, things that have been viewed via the Internet are typically stored for some period of time on the device. Because of the make and model of SUBJECT DEVICE, I believe it accesses the Internet. This information can sometimes be recovered with forensics tools.

69. Forensic evidence. As further described in Attachment B, this application seeks permission to locate not only electronically stored information that might serve as direct evidence of the crimes described on the warrant, but also forensic evidence that establishes how the SUBJECT DEVICE was used, the purpose of its use, who used it, and when. There is probable cause to believe that this forensic electronic evidence might be on the SUBJECT DEVICE because:

70. Data on the storage medium can provide evidence of a file that was once on the storage medium but has since been deleted or edited, or of a deleted portion of a file (such as a paragraph that has been deleted from a word processing file).

71. Forensic evidence on a device can also indicate who has used or controlled the device. This "user attribution" evidence is analogous to the search for "indicia of occupancy" while executing a search warrant at a residence.

72. A person with appropriate familiarity with how an electronic device works may, after examining this forensic evidence in its proper context, be able to draw conclusions about how electronic devices were used, the purpose of their use, who used them, and when.

73. The process of identifying the exact electronically stored information on a storage medium that are necessary to draw an accurate conclusion is a dynamic process. Electronic evidence is not always data that can be merely reviewed by a review team and passed along to investigators. Whether data stored on a computer is evidence may depend on other information stored on the computer and the application of knowledge about how a computer behaves. Therefore, contextual information necessary to understand other evidence also falls within the scope of the warrant.

74. Further, in finding evidence of how a device was used, the purpose of its use, who used it, and when, sometimes it is necessary to establish that a particular thing is not present on a storage medium.

75. I know that when an individual uses an electronic device in furtherance of the crime, the individual's electronic device will generally serve both as an instrumentality for committing the crime, and also as a storage medium for evidence of the crime. The electronic device is an instrumentality of the crime because it is used as a means of committing the criminal offense. The electronic device is also likely to be a storage medium for evidence of crime. From my training and experience, I believe that an electronic device used to commit a crime of this type may contain: data that is evidence of how the electronic device was used; data that was sent or received; and other records that indicate the nature of the offense.

76. Nature of examination. Based on the foregoing, and consistent with Rule 41(e)(2)(B), the warrant I am applying for would permit the examination of the device consistent with the warrant. The examination may require authorities to employ techniques, including but not limited to computer-assisted scans of the entire medium, that might expose many parts of the device to human inspection in order to determine whether it is evidence described by the warrant.

CONCLUSION

77. On the basis of my participation in this investigation and the information summarized above, I submit that there is probable cause to conclude that on or about and between May 2023 and November 2023, JAMES and HYE PAIK have violated 18 U.S.C. § 371, conspiracy to commit bribery, and 18 U.S.C. § 666(a)(2), bribery of an agent of an organization receiving federal funds. I therefore request that the Court authorize the attached criminal complaint.

78. I further submit, based on the foregoing, that there is probable cause to believe that the SUBJECT DEVICE and SUBJECT ACCOUNT contain evidence, fruits, and instrumentalities of violations of the Subject Offenses. The items listed in Attachment B-1 and B-2 are evidence of these crimes, contraband, or fruits of these crimes, or property that is or has been used as instrumentalities to commit the foregoing offenses. Therefore, I respectfully request that a warrant be issued that authorizes the search of the SUBJECT DEVICE, which is described in Attachment A-1. As set forth above, the SUBJECT DEVICE may be found on JAMES' person (Attachment A-2), in his residence (Attachment A-3) or business (Attachment A-4), or inside vehicles under his control (Attachment A-5). I request authorization to search the locations described in Attachments A-2 through A-5 for the SUBJECT DEVICE. Executing agents will not be permitted to search the locations described in Attachments A-2 through A-5 once the SUBJECT DEVICE is located. For example, if agents locate and seize the SUBJECT DEVICE on JAMES' person, agents will not be permitted to search JAMES' residence, business, or vehicles. I further request authorization to search the SUBJECT DEVICE and the SUBJECT ACCOUNT, described in Attachment A-6, and to seize the electronically stored items listed in Attachments B-1 and B-2. The SUBJECT DEVICE will be searched pursuant to the protocol

and procedures described in Attachment C.

/s/ Allison Lopez
ALLISON LOPEZ
Special Agent
FEDERAL BUREAU OF INVESTIGATION

Sworn to before me over the telephone and signed by me pursuant to Fed.R.Crim.P. 4.1 and 4(d) on November 14, 2023. This application and warrant are to be filed under seal.

____
HONORABLE SALLIE KIM
United States Magistrate Judge

ATTACHMENT A-1

The SUBJECT DEVICE to be searched is a Samsung Galaxy S22 cellular telephone associated with phone number [redacted], subscribed to HYE PAIK, with known user MIN "JAMES" PAIK with International Mobile Equipment Identifier ("IMEI") [redacted], and an International Mobile Subscriber Identity ("IMSI") of [redacted].

Agents executing the warrant may search the locations described in Attachments A-2 through A-5 for the SUBJECT DEVICE. Executing agents are not permitted to further search the locations described in Attachments A-2 through A-5 once the SUBJECT DEVICE is located.

<u>**ATTACHMENT A-2**</u>

The person, Min Ki PAIK, also known as "James", date of birth [redacted], 5'5" tall, weight of approximately 150 pounds, with brown hair and black eyes to be searched for the cell phone described in Attachment A-1.

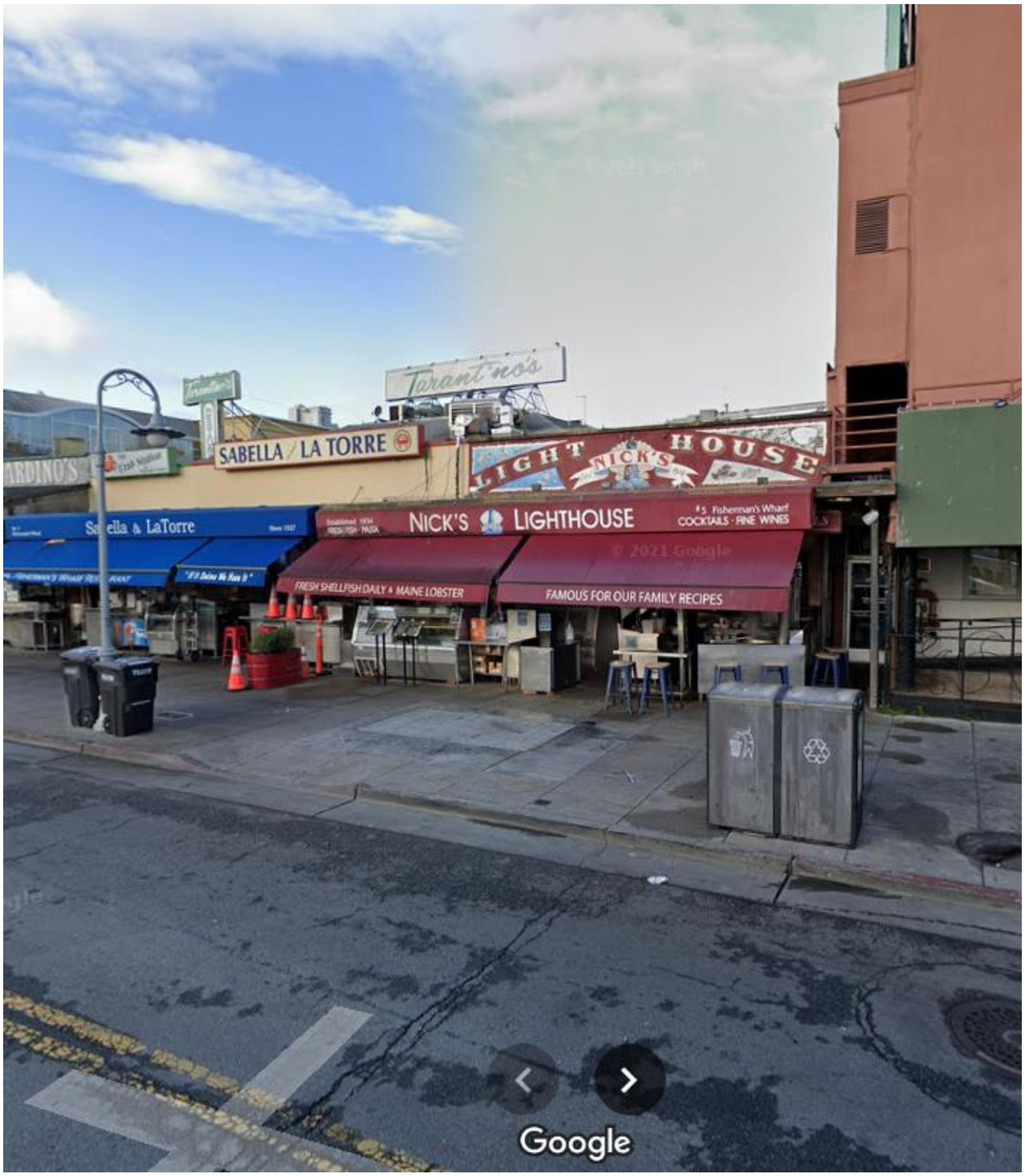
ATTACHMENT A-3

The residence of MIN "JAMES" PAIK located at [redacted], to be searched for the cell phone described in Attachment A-1.

[redacted]

ATTACHMENT A-4

NICK'S LIGHTHOUSE, a restaurant operated by MIN "JAMES" PAIK, located at 2815 Taylor St, San Francisco, CA to be searched for the cell phone described in Attachment A-1.



ATTACHMENT A-5

One Gold 2012 Toyota Sienna, license plate number [redacted] registered to Min Ki Paik at [redacted].

One Navy 2015 Toyota RAV4, license plate number [redacted] registered to Hye Ja Paik at [redacted].

ATTACHMENT A-6

The **SUBJECT ACCOUNT** is a Google-based cloud storage and email account associated with email address, [redacted], and stored at premises controlled by Google LLC, headquartered at 1600 Amphitheatre Parkway, Mountain View, CA 94043

ATTACHMENT B-1

ITEMS TO BE SEIZED

1. All records, communications, text messages, photographs, or other information contained in the SUBJECT DEVICE described in Attachment A-1 that relate to the conduct described above, including violations of 18 U.S.C. §§ 371 (Conspiracy) and 666(a)(2) (Bribery of an agent of an organization receiving federal funds): specifically, for January 2018 to present:

2. any records, communications, or materials, including electronic mail and electronic messages, regarding preparatory steps taken in furtherance of bribery;

3. any communications between JAMES and Port of San Francisco employees or contractors;

4. any records, communications, or materials, including electronic mail and electronic messages, that relate to business dealings at the Port of San Francisco or any city or county agencies;

5. any lists or contact information tending to identify customers, clients, or other conspirators involved in the commission of bribery, and related identifying information;

6. any records, communications, or materials, including email and electronic messages, concerning bribes to Port or City employees and/or organizations associated with them;

7. electronically-stored documents or records of financial transactions or instruments, such as records of travelers checks, bonds, stock certificates, wire transfers, money orders, cashier's checks, passbooks, bank checks, bank statements, credit card statements, bank deposit tickets, certificates of deposits, income tax returns, and memoranda;

8. electronically-stored records showing unexplained wealth or evidencing the proceeds of bribery or value received in exchange for bribes.

As used above, the terms “records” and “information” include all of the foregoing items of evidence in whatever form and by whatever means they may have been created or stored, including any form of computer or electronic storage (such as flash memory or other media that can store data) and any photographic form.

<u>**ATTACHMENT B-2**</u>

<u>**ITEMS TO BE SEIZED**</u>

I. Information to be disclosed by Google LLC ("Google")

To the extent that the information described in Attachment A-6 is within the possession, custody, or control of Google, regardless of whether such information is located within or outside of the United States, and including any emails, records, files, logs, or information that has been deleted but is still available to Google, or has been preserved pursuant to a request made under 18 U.S.C. § 2703(f) on approximately October 3, 2023 with the Google Reference Number 44007070. Google is required to disclose to the government for each account or identifier listed in Attachment A-6 the following information from January 1, 2018 to present unless otherwise indicated:

a. All business records and subscriber information, in any form kept, pertaining to the Account, including:

1. Names (including subscriber names, user names, and screen names);

2. Addresses (including mailing addresses, residential addresses, business addresses, and email addresses, including alternate and recovery email addresses);

3. Telephone numbers, including SMS recovery and alternate sign-in numbers;

4. Records of session times and durations, and the temporarily assigned network addresses (such as Internet Protocol ("IP") addresses) associated with those sessions, including log-in IP addresses;

5. Telephone or instrument numbers or other subscriber numbers or identities, including any temporarily assigned network address, SMS recovery numbers, Google Voice numbers, and alternate sign-in numbers

6. Length of service (including start date and creation IP) and types of service utilized;

7. Means and source of payment (including any credit card or bank account number); and

8. Change history.

b. All device information associated with the Account, including but not limited to, manufacture names, model numbers, serial number, media access control (MAC) addresses, international mobile equipment identifier (IMEI) numbers, FCC ID numbers, Android IDs, and telephone numbers;

c. Records of user activity for each connection made to or from the Account(s), including, for all Google services, the date, time, length, and method of connection, data transfer volume, user names, source and destination IP address, name of accessed Google service, and all activity logs

d. Address book information;

e. Content, including emails, videos, pictures, files, messages, voicemails, etc;

f. Search and browsing history.

Google is hereby ordered to disclose the above information to the government within 14 days of issuance of this warrant.

II. Information to be seized by the government

All information described above in Section I that constitutes fruits, contraband, evidence, and/or instrumentalities of violations of conspiracy to commit bribery in violation of 18 U.S.C. § 371 and bribery of an agent of an organization receiving federal funds, in violation of 18 U.S.C. § 666(a)(2), those violations involving PAIK, and HYE PAIK, and other co-conspirators and occurring after January 1, 2018, specifically, for each Account or identifier listed on Attachment A-6, information pertaining to the following matters:

a. Financial records or financial documents;

b. Any records, communications, or materials, including electronic mail and electronic messages, regarding preparatory steps taken in furtherance of bribery;

c. Any communications between JAMES, HYE, co-conspirators, and Port of San Francisco employees or contractors;

d. Any records, communications, or materials, including electronic mail and electronic messages, that relate to business dealings at the Port of San Francisco or any State, city or county agencies;

e. Any lists or contact information tending to identify customers, clients, or other conspirators involved in the commission of bribery, and related identifying information;

f. Any records, communications, or materials, including electronic mail and electronic messages, concerning bribes to Port or City employees and/or organizations associated with them;

g. Electronically-stored documents or records of financial transactions or instruments, such as records of travelers checks, bonds, stock certificates, wire transfers, money orders, cashier's checks, passbooks, bank checks, bank statements, credit card statements, bank deposit tickets, certificates of deposits, income tax returns, and memoranda;

h. Electronically-stored records showing unexplained wealth or evidencing the proceeds of bribery or value received in exchange for bribes;

i. Evidence indicating how and when the Account was accessed or used, to determine the geographic and chronological context of account access, use, and events relating to the crime under investigation and to the email account owner;

j. Evidence indicating the Account owner's state of mind as it relates to the crime under investigation;

k. The identity of the person(s) who created or used the Account, including records that help reveal the whereabouts of such person(s).

ATTACHMENT C

PROTOCOL FOR SEARCHING DEVICES OR MEDIA THAT STORE DATA ELECTRONICALLY

1. In executing this warrant, the government will begin by ascertaining whether all or part of a search of a device or media that stores data electronically ("the device") reasonably can be completed at the location listed in the warrant ("the site") within a reasonable time. If the search reasonably can be completed on site, the government will remove the device from the site only if removal is necessary to preserve evidence, or if the item is contraband, a forfeitable instrumentality of the crime, or the fruit of a crime.

2. If the government determines that a search reasonably cannot be completed on site within a reasonable time period, the government must determine whether all or part of the authorized search can be completed by making a mirror image of, or in some other manner duplicating, the contents of the device and then conducting the forensic review of the mirror image or duplication off site. The government will complete a forensic review of that mirror image within 120 days of the execution of the search warrant.

3. In a circumstance where the government determines that a mirror image of the contents of a device cannot be created on site in a reasonable time, the government may seize and retain that device for 60 days in order to make a mirror image of the contents of the device.

4. When the government removes a device from the searched premises it may also remove any equipment or documents ("related equipment or documents") that reasonably appear to be necessary to create a mirror image of the contents of the device or conduct an off-site forensic review of a device.

5. When the government removes a device or related equipment or documents from the site in order to create a mirror image of the device's contents or to conduct an off-site forensic

review of the device, the government must file a return with a magistrate judge that identifies with particularity the removed device or related equipment or documents within 14 calendar days of the execution of the search warrant.

6. Within a reasonable period of time, but not to exceed 60 calendar days after completing the forensic review of the device or image, the government must use reasonable efforts to return, delete, or destroy any data outside the scope of the warrant unless the government is otherwise permitted by law to retain such data.

7. The time periods set forth in this protocol may be extended by court order for good cause.

8. In the forensic review of any device or image under this warrant the government must make reasonable efforts to use methods and procedures that will locate and expose those categories of files, documents, or other electronically-stored information that are identified with particularity in the warrant, while minimizing exposure or examination of irrelevant, privileged, or confidential files to the extent reasonably practicable.

9. For the purposes of this search protocol, the phrase “to preserve evidence” is meant to encompass reasonable measures to ensure the integrity of information responsive to the warrant and the methods used to locate same.

EXHIBIT 3

5188293

B0983-7562 08/04/2022 5:14 PM Received by California Secretary of State

STATE OF CALIFORNIA
Office of the Secretary of State
ARTICLES OF INCORPORATION
CA GENERAL STOCK CORPORATION
California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 653-3516

For Office Use Only
-FILED-
File No.: 5188293
Date Filed: 8/4/2022

Corporation Name

Corporation Name	Wharf777.Inc.

Initial Street Address of Principal Office of Corporation

Principal Address	2815 TAYLOR STREET SAN FRANCISCO, CA 94133

Initial Mailing Address of Corporation

Mailing Address	2815 TAYLOR STREET SAN FRANCISCO, CA 94133
Attention	Min Paik,

Directors

Director Name	Director Address
Min KI Paik	2040 LARSEN PLACE SANTA CLARA, CA 95051

Agent for Service of Process

Agent Name	Min KI Paik
Agent Address	2815 TAYLOR PLACE SAN FRANCISCO, CA 94133

Shares

The total number of shares the corporation is authorized to issue is: 1

Does the corporation have more than one class or series of shares? No

Purpose Statement

The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

Additional information and signatures set forth on attached pages, if any, are incorporated herein by reference and made part of this filing.

Electronic Signature

☒ I declare that I am the person who executed this instrument, which execution is my act and deed.

MinPaik — Director Signature

08/04/2022 — Date

Exhibit 3
Page 1 of 1

EXHIBIT 4

Check / Deposit Details

J.P.Morgan

** All values are subject to verification and adjustments. **

Deposit Details

Acct. Number: [redacted]

Post Date: 04/21/2023

Check Image #1 for Deposit Image Not Available

Acct. Number: [redacted] Check Number: 1024 Amount: 5078.08 Post Date: 04/21/2023

WHARF777.INC
2815 TAYLOR ST
SAN FRANCISCO CA 94133

1024

11-35/1210 CA
70281

DATE 4-17-23

PAY TO THE ORDER OF port of S.F. Accounts Receivable $ 5078.08

Five thousand seventy eight. 08/100 DOLLARS

Photo Safe Deposit

BANK OF AMERICA

ACH R/T 121000358

FOR

⑈001024⑈ [redacted]

For Deposit Only - JPMC

Check / Deposit Details

J.P.Morgan

** All values are subject to verification and adjustments. **

Deposit Details

Acct. Number: [redacted]

Post Date: 04/21/2023

Check Image #1 for Deposit Image Not Available

Acct. Number: [redacted] Check Number: 1030 Amount: 1593.22 Post Date: 04/21/2023

WHARF777.INC
2815 TAYLOR ST
SAN FRANCISCO CA 94133

1030

11-35/1210 CA
70281

DATE 4/16/23

PAY TO THE ORDER OF Port of S.F Accounts Receivale $ 1593.22

Fifteen hundrd ninty three 22/100 DOLLARS

Photo Safe Deposit®

BANK OF AMERICA

ACH R/T 121000358

FOR Water Company# 00202639

⑈001030⑈ [redacted]

For Deposit Only - JPMC

Check / Deposit Details

J.P.Morgan

** All values are subject to verification and adjustments. **

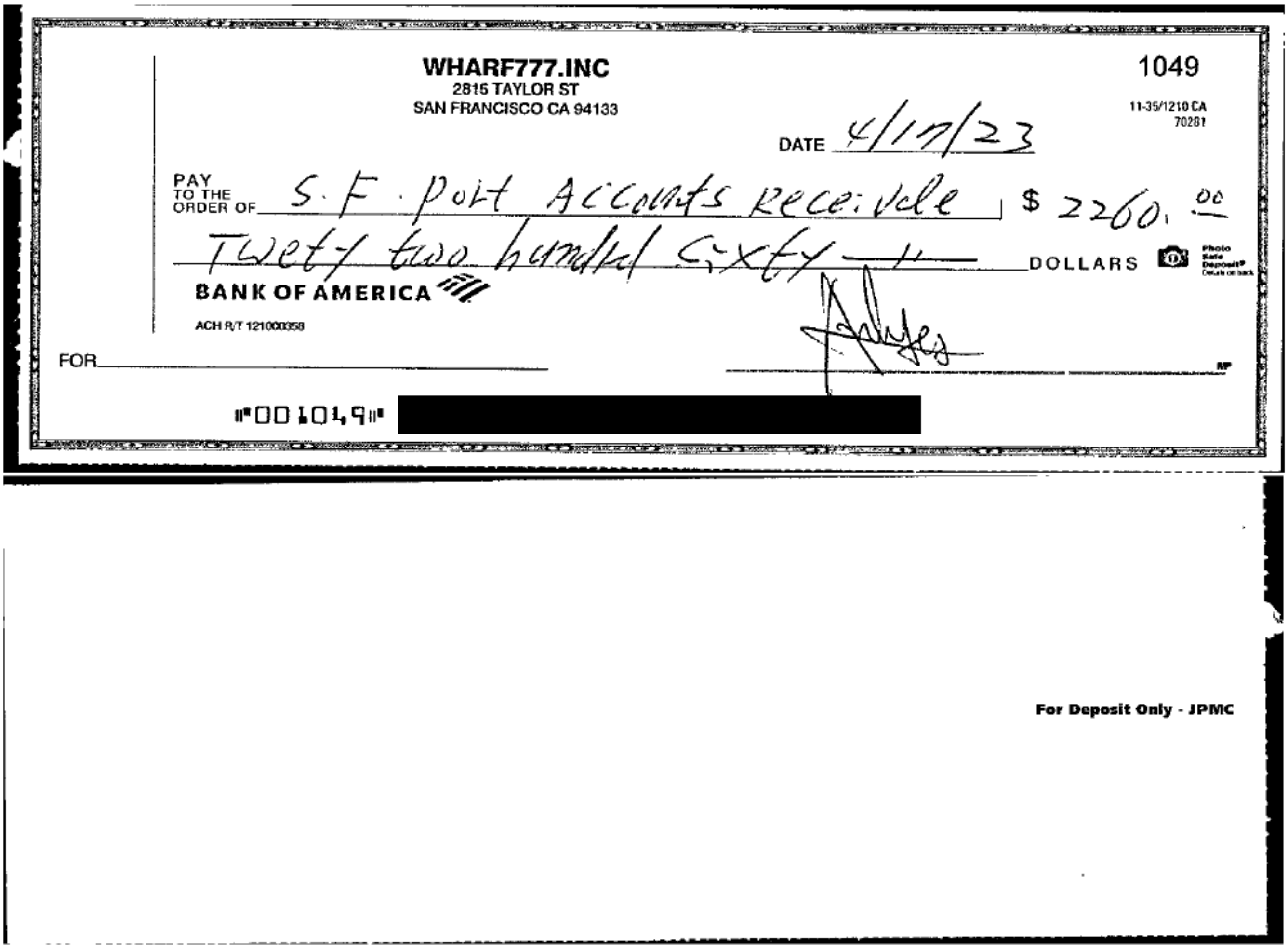
Deposit Details

Acct. Number: [redacted]

Post Date: 04/28/2023

Check Image #1 for Deposit Image Not Available

Acct. Number: [redacted] Check Number: 1049 Amount: 2260.00 Post Date: 04/28/2023


WHARF777.INC
2815 TAYLOR ST
SAN FRANCISCO CA 94133

1049

11-35/1210 CA
70281

DATE 4/17/23

PAY TO THE ORDER OF S.F. Port Accounts receivele $ 2260.00

Twety two hundred Sixty —— DOLLARS

BANK OF AMERICA

ACH R/T 121000358

FOR

⑈001049⑈ [redacted]

For Deposit Only - JPMC

Check / Deposit Details

J.P.Morgan

** All values are subject to verification and adjustments. **

Deposit Details

Acct. Number: [redacted]

Post Date: 05/05/2023

Check Image #1 for Deposit Image Not Available

Acct. Number: [redacted]   Check Number: 1062   Amount: 5078.08   Post Date: 05/05/2023

WHARF777.INC
2815 TAYLOR ST
SAN FRANCISCO CA 94133

1062

11-35/1210 CA
70281

DATE 4/28/23

PAY TO THE ORDER OF Port of SF Accounts Receivable $ 5078.08

Fifty hundred seventy eight. 08/100 DOLLARS

Photo Safe Deposit® Details on back

BANK OF AMERICA

ACH R/T 121000358

FOR For May/23 Rent

MP

⑈001062⑈ [redacted]

For Deposit Only - JPMC

Image Requested On: 12/11/2023 02:04 PM PST

Page 1 of 1

Check / Deposit Details

** All values are subject to verification and adjustments. **

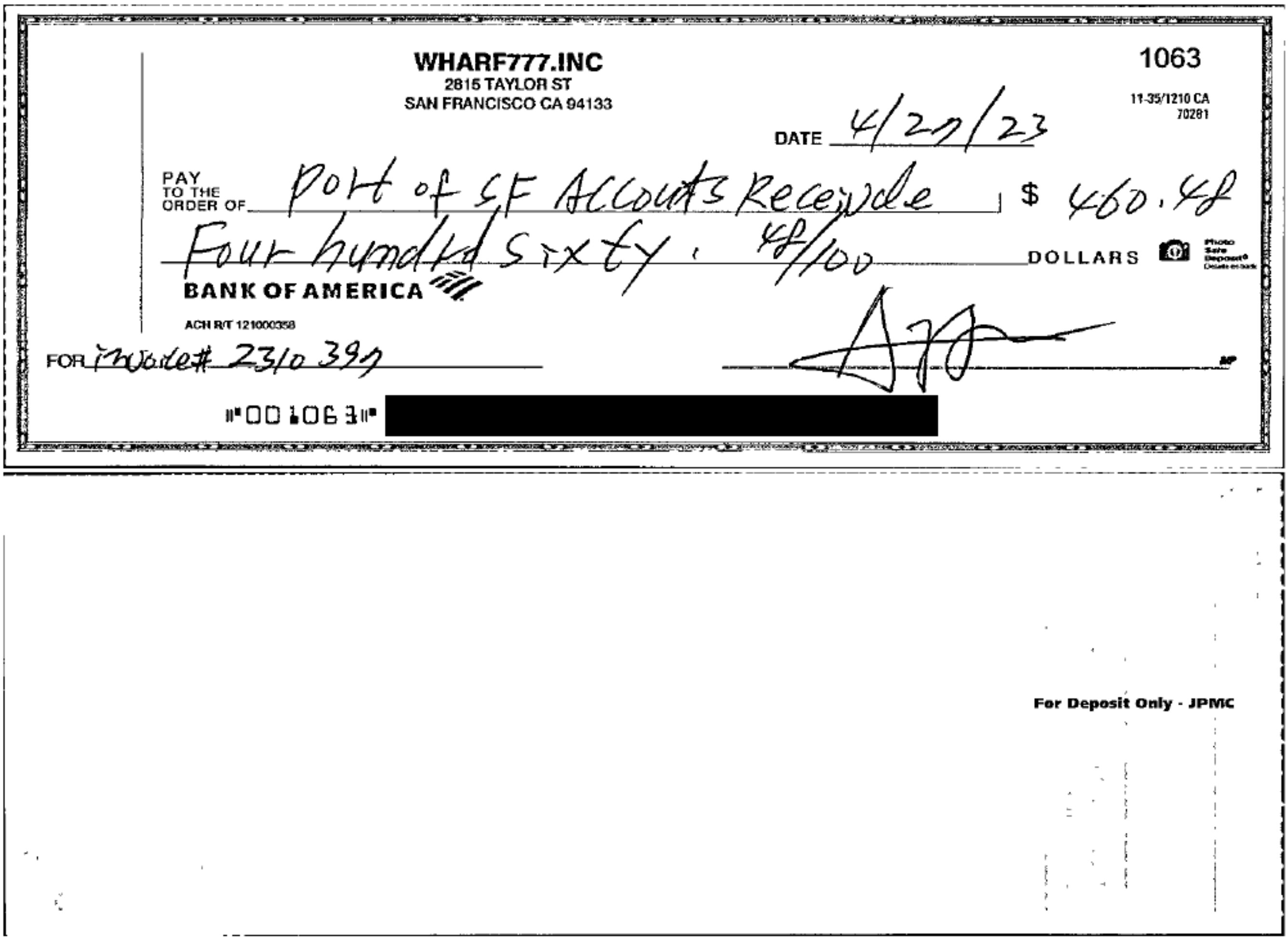
J.P.Morgan

Deposit Details

Acct. Number: [redacted]   Post Date: 05/05/2023

Check Image #1 for Deposit Image Not Available

Acct. Number: [redacted]   Check Number: 1063   Amount: 460.48   Post Date: 05/05/2023


WHARF777.INC
2815 TAYLOR ST
SAN FRANCISCO CA 94133

1063

11-35/1210 CA
70281

DATE 4/27/23

PAY TO THE ORDER OF Port of SF Accounts Receivable $ 460.48

Four hundred Sixty . 48/100 DOLLARS

BANK OF AMERICA

ACH R/T 121000358

FOR invoice# 2310 397

⑈001063⑈ [redacted]

For Deposit Only - JPMC

Check / Deposit Details

** All values are subject to verification and adjustments. **

J.P.Morgan

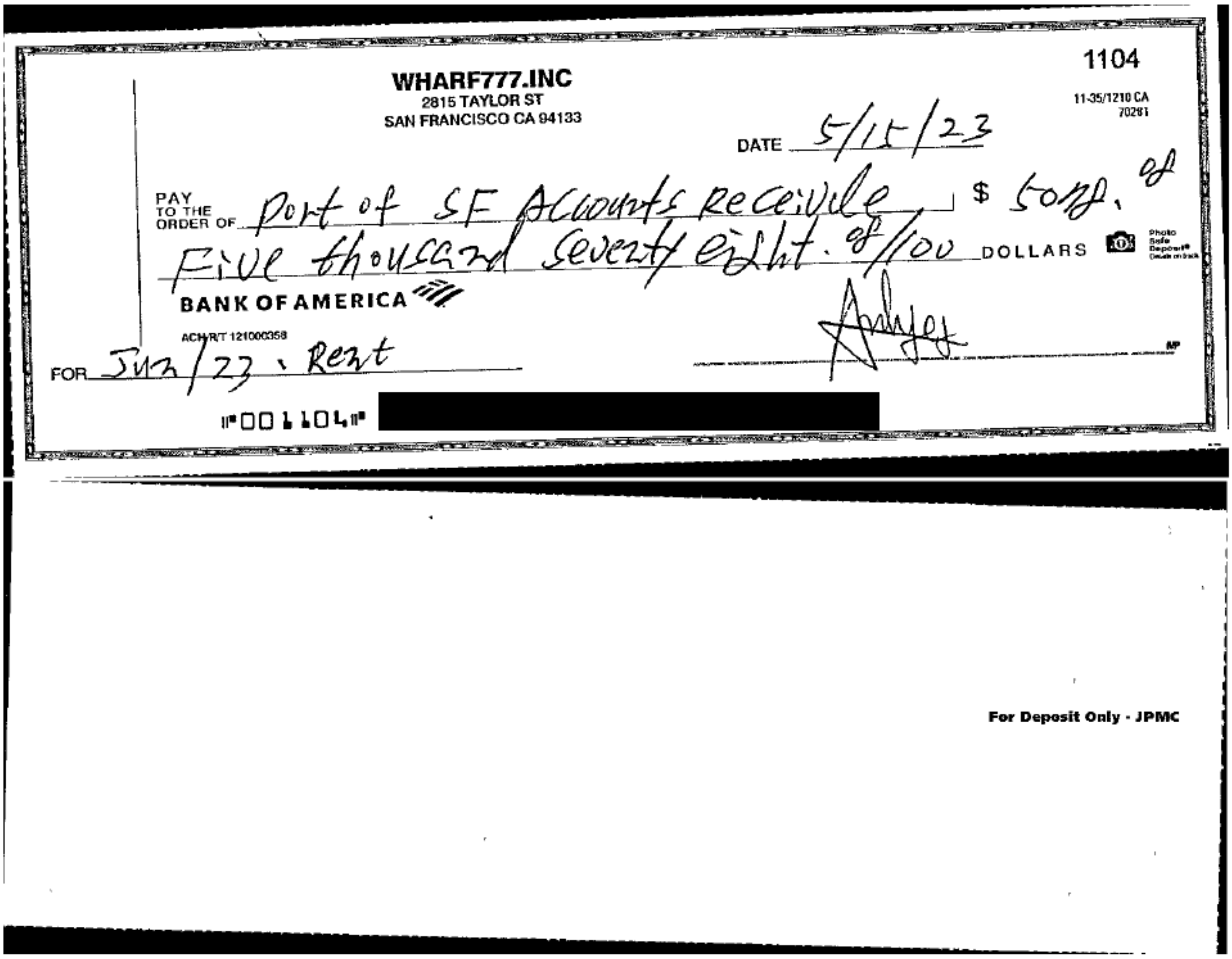
Deposit Details

Acct. Number: [redacted]

Post Date: 05/19/2023

Check Image #1 for Deposit Image Not Available

Acct. Number: [redacted] Check Number: 1104 Amount: 5078.08 Post Date: 05/19/2023


WHARF777.INC
2815 TAYLOR ST
SAN FRANCISCO CA 94133

1104

11-35/1210 CA
70281

DATE 5/15/23

PAY TO THE ORDER OF Port of SF Accounts receivable $ 5078.08

Five thousand seventy eight. 08/100 DOLLARS

BANK OF AMERICA

ACH R/T 121000358

FOR Jun/23 - Rent

⑈001104⑈ [redacted]

For Deposit Only - JPMC

Image Requested On: 12/11/2023 01:28 PM PST

Page 1 of 1

Check / Deposit Details

J.P.Morgan

** All values are subject to verification and adjustments. **

Deposit Details

Acct. Number: [redacted]

Post Date: 05/19/2023

Check Image #1 for Deposit Image Not Available

Acct. Number: [redacted] Check Number: 1105 Amount: 9399.00 Post Date: 05/19/2023

WHARF777.INC
2815 TAYLOR ST
SAN FRANCISCO CA 94133

1105

11-35/1210 CA
70281

DATE 5/15/23

PAY TO THE ORDER OF Port of SF Acconts Receivle $ 9399.00

Ninty three hundred ninty nine 00/X DOLLARS

BANK OF AMERICA

ACH R/T 121000358

FOR APL:/23. commition

⑈001105⑈ [redacted]

For Deposit Only - JPMC

Image Requested On: 12/11/2023 01:27 PM PST

Check / Deposit Details

** All values are subject to verification and adjustments. **

J.P.Morgan

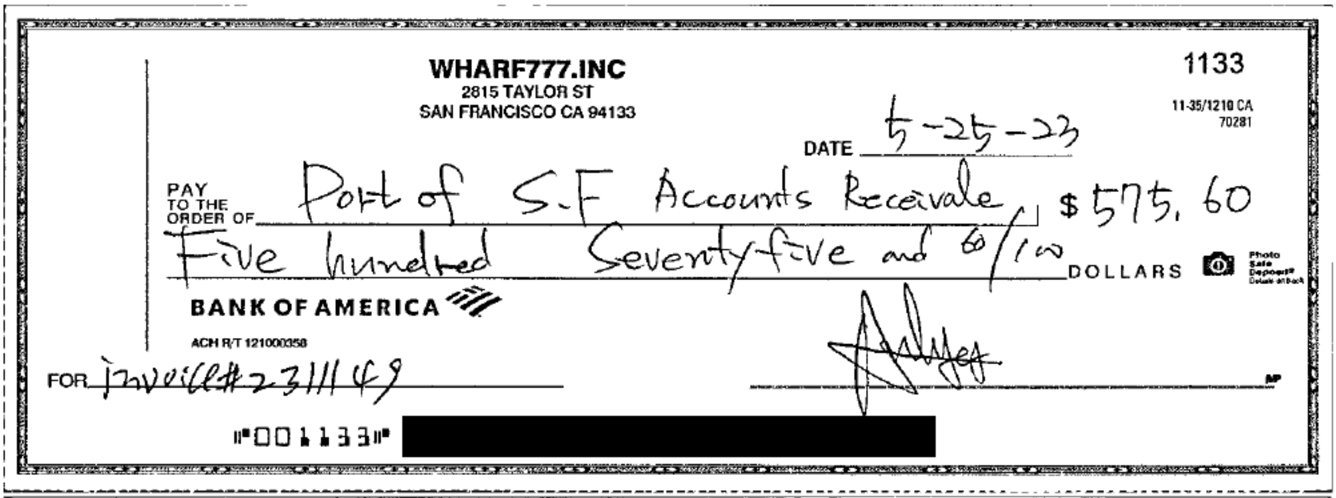
Deposit Details

Acct. Number: [redacted]

Post Date: 05/30/2023

Check Image #1 for Deposit Image Not Available

Acct. Number: [redacted] Check Number: 1133 Amount: 575.60 Post Date: 05/30/2023


WHARF777.INC
2815 TAYLOR ST
SAN FRANCISCO CA 94133

1133

11-35/1210 CA
70281

DATE 5-25-23

PAY TO THE ORDER OF Port of S.F Accounts Receivale $ 575.60

Five hundred Seventy-five and 60/100 DOLLARS

BANK OF AMERICA

ACH R/T 121000358

FOR invoice# 231149

⑈001133⑈ [redacted]

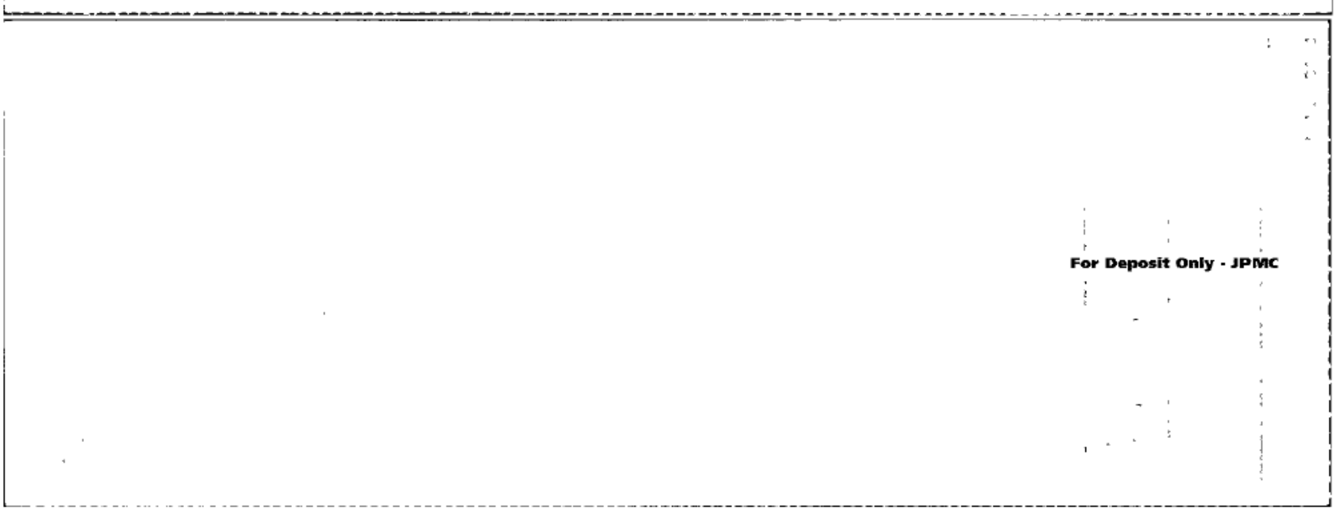

For Deposit Only - JPMC

Image Requested On: 12/11/2023 01:33 PM PST

Check / Deposit Details

J.P.Morgan

** All values are subject to verification and adjustments. **

Deposit Details

Acct. Number: [redacted] Post Date: 08/21/2023

Check Image #1 for Deposit Image Not Available

Acct. Number: [redacted] Check Number: 1176 Amount: 5078.08 Post Date: 08/21/2023

WHARF777.INC
2815 TAYLOR ST
SAN FRANCISCO CA 94133

1176

11-35/1210 CA
91302

DATE 6/13/23

PAY TO THE ORDER OF Port of SF Acaunts recevable $ 5078.08

Five thousand seventy eight 08/100 DOLLARS

Photo Safe Deposit

BANK OF AMERICA

ACH R/T 121000358

FOR July/23 . Rent

MP

⑈001176⑈ [redacted]

For Deposit Only - JPMC

Check / Deposit Details

J.P.Morgan

** All values are subject to verification and adjustments. **

Deposit Details

Acct. Number: [redacted]

Post Date: 08/21/2023

Check Image #1 for Deposit Image Not Available

Acct. Number: [redacted] Check Number: 1177 Amount: 11292.90 Post Date: 08/21/2023

WHARF777.INC
2815 TAYLOR ST
SAN FRANCISCO CA 94133

1177

11-35/1210 CA
91302

DATE 6/13/23

PAY TO THE ORDER OF port of SF Accounts Receivable $ 11292.90

eleven thousand two hundred ninety two 90/100 DOLLARS

BANK OF AMERICA

ACH R/T 121000358

FOR

⑈001177⑈ [redacted]

For Deposit Only - JPMC

Check / Deposit Details

J.P.Morgan

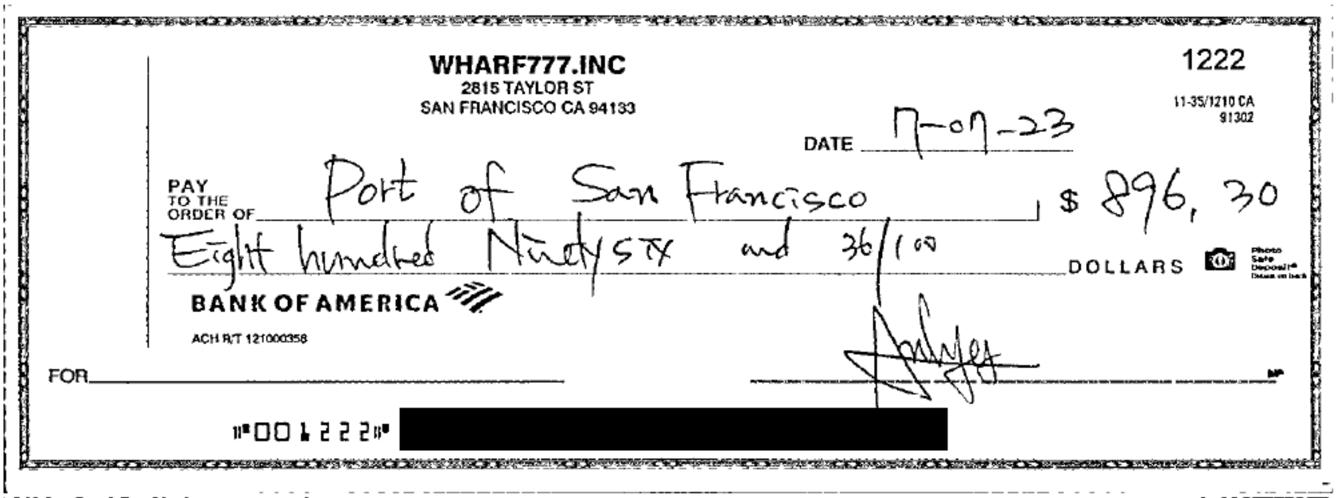
** All values are subject to verification and adjustments. **

Deposit Details

Acct. Number: [redacted] Post Date: 07/14/2023

Check Image #1 for Deposit Image Not Available

Acct. Number: [redacted] Check Number: 1222 Amount: 896.30 Post Date: 07/14/2023


WHARF777.INC
2815 TAYLOR ST
SAN FRANCISCO CA 94133

1222

11-35/1210 CA
91302

DATE 7-07-23

PAY TO THE ORDER OF Port of San Francisco $ 896, 30

Eight hundred Ninety six and 30/100 DOLLARS

BANK OF AMERICA

ACH R/T 121000358

FOR

⑈001222⑈ [redacted]


For Deposit Only - JPMC

Check / Deposit Details

** All values are subject to verification and adjustments. **

J.P.Morgan

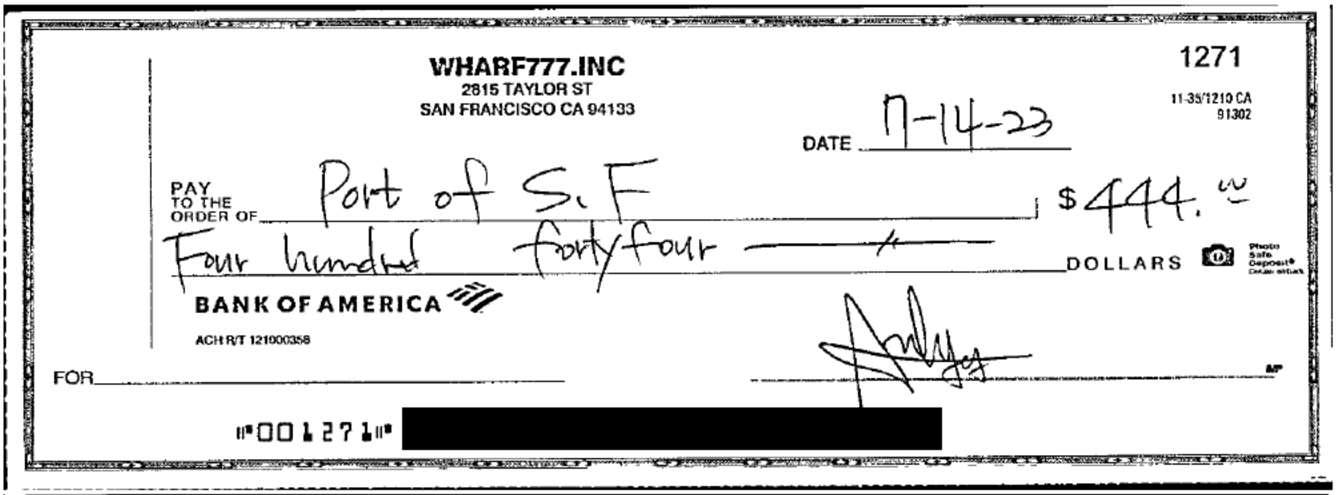
Deposit Details

Acct. Number: [redacted]

Post Date: 07/21/2023

Check Image #1 for Deposit Image Not Available

Acct. Number: [redacted] Check Number: 1271 Amount: 444.00 Post Date: 07/21/2023



WHARF777.INC
2815 TAYLOR ST
SAN FRANCISCO CA 94133

1271

11-35/1210 CA
91302

DATE 7-14-23

PAY TO THE ORDER OF Port of S.F $444.00

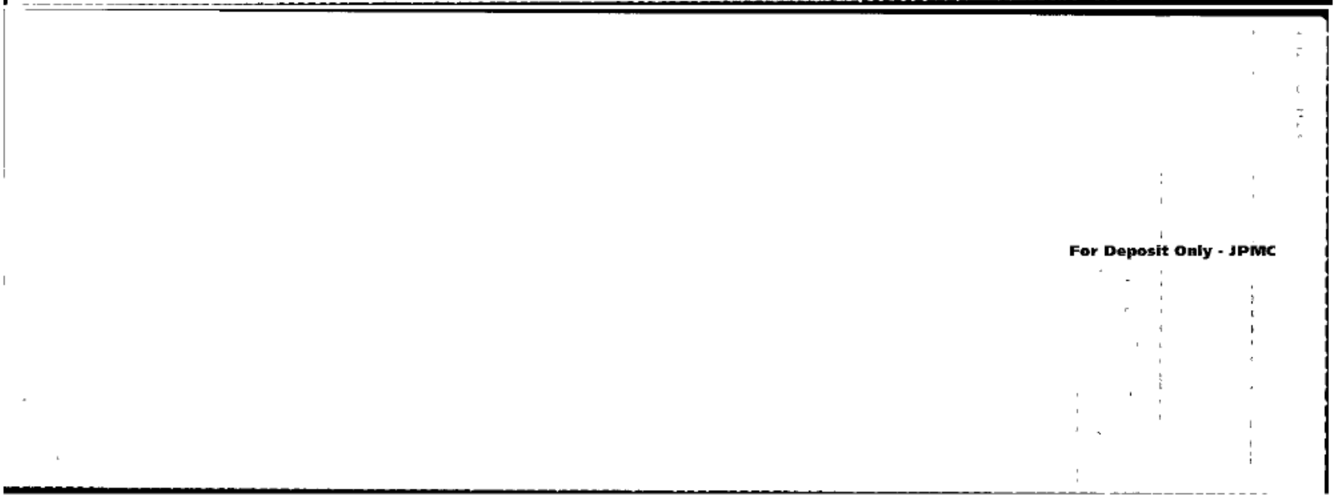
Four hundred forty four DOLLARS

BANK OF AMERICA

ACH R/T 121000358

FOR

⑈001271⑈ [redacted]



For Deposit Only - JPMC

Image Requested On: 12/11/2023 01:41 PM PST

Page 1 of 1

Check / Deposit Details

** All values are subject to verification and adjustments. **

J.P.Morgan

Deposit Details

Acct. Number: [redacted]

Post Date: 07/21/2023

Check Image #1 for Deposit Image Not Available

Acct. Number: [redacted] Check Number: 1272 Amount: 5078.08 Post Date: 07/21/2023

WHARF777.INC
2815 TAYLOR ST
SAN FRANCISCO CA 94133

1272

11-35/1210 CA
91302

DATE 7-14-23

PAY TO THE ORDER OF Port of S. F $ 5,078.08

Five thousand Seventyeight and 08/100 DOLLARS

Photo Safe Deposit Details on back

BANK OF AMERICA

ACH R/T 121000358

FOR

001272 [redacted]

For Deposit Only - JPMC

Check / Deposit Details

** All values are subject to verification and adjustments. **

J.P.Morgan

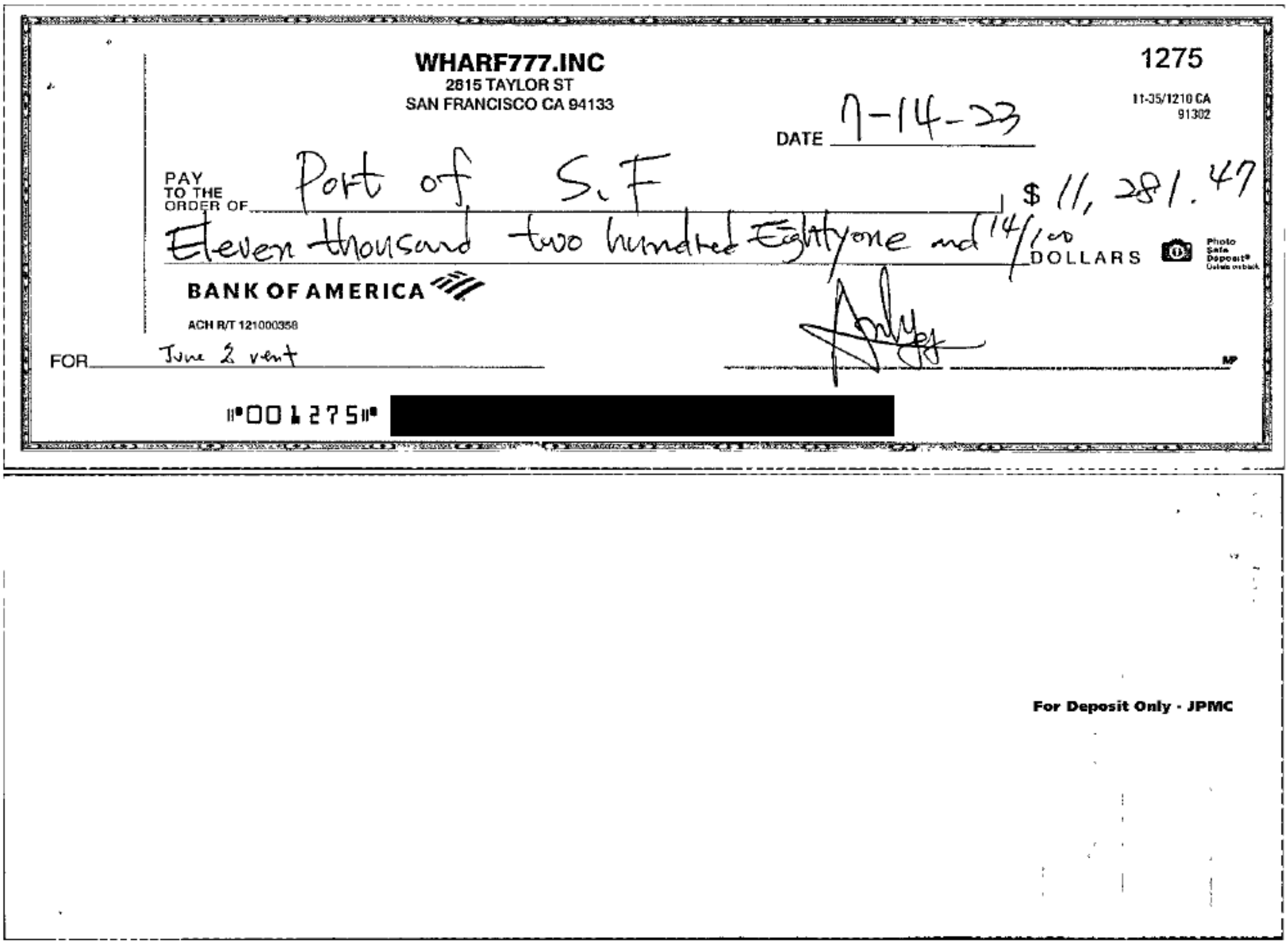
Deposit Details

Acct. Number: [redacted]

Post Date: 08/21/2023

Check Image #1 for Deposit Image Not Available

Acct. Number: [redacted] Check Number: 1275 Amount: 11281.47 Post Date: 08/21/2023



WHARF777.INC
2815 TAYLOR ST
SAN FRANCISCO CA 94133

1275

11-35/1210 CA
91302

DATE 7-14-23

PAY TO THE ORDER OF Port of S.F $ 11,281.47

Eleven thousand two hundred Eightyone and 47/100 DOLLARS

Photo Safe Deposit

BANK OF AMERICA

ACH R/T 121000358

FOR June 2 rent

⑈001275⑈ [redacted]

For Deposit Only - JPMC

Check / Deposit Details

** All values are subject to verification
and adjustments. **

J.P.Morgan

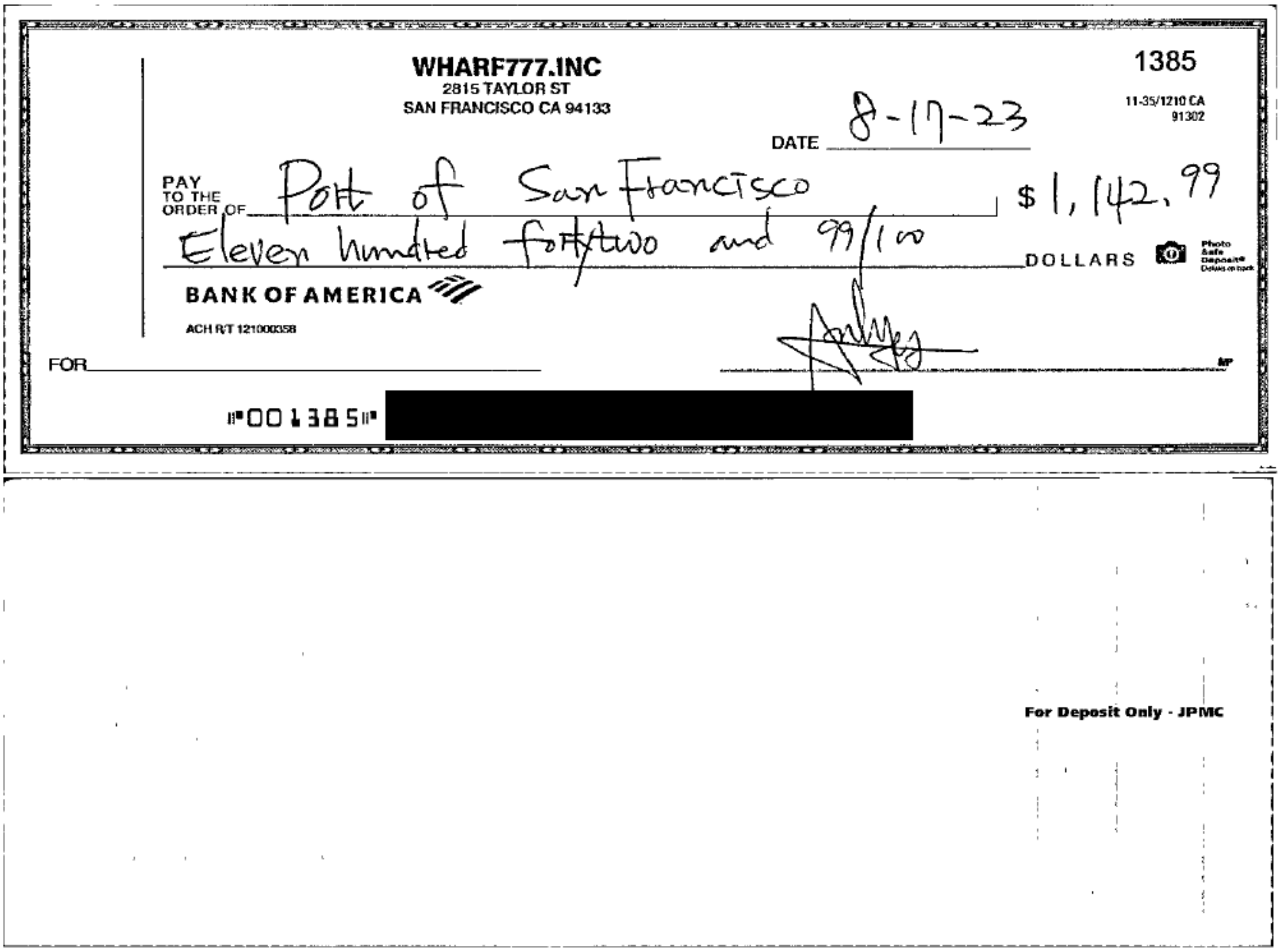
Deposit Details

Acct. Number: [redacted]

Post Date: 08/21/2023

Check Image #1 for Deposit Image Not Available

Acct. Number: [redacted] Check Number: 1385 Amount: 1142.99 Post Date: 08/21/2023


WHARF777.INC
2815 TAYLOR ST
SAN FRANCISCO CA 94133

1385

11-35/1210 CA
91302

DATE 8-17-23

PAY TO THE ORDER OF Port of San Francisco $ 1,142.99

Eleven hundred fortytwo and 99/100 DOLLARS

Photo Safe Deposit Details on back

BANK OF AMERICA

ACH R/T 121000358

FOR

MP

⑈001385⑈ [redacted]

For Deposit Only - JPMC

Check / Deposit Details

J.P.Morgan

** All values are subject to verification and adjustments. **

Deposit Details

Acct. Number: [redacted]

Post Date: 08/21/2023

Check Image #1 for Deposit Image Not Available

Acct. Number: [redacted] Check Number: 1386 Amount: 17692.28 Post Date: 08/21/2023

WHARF777.INC
2815 TAYLOR ST
SAN FRANCISCO CA 94133

1386

11-35/1210 CA
91302

DATE 8-17-23

PAY TO THE ORDER OF Port of San Francisco $ 17,692.28

Seventeen thousand Six hundred Ninety two and 28/100 DOLLARS

Photo Safe Deposit® Details on back

BANK OF AMERICA

ACH R/T 121000358

FOR

⑈001386⑈ [redacted]

For Deposit Only - JPMC

Image Requested On: 12/11/2023 01:48 PM PST

Page 1 of 1

Check / Deposit Details

J.P.Morgan

** All values are subject to verification and adjustments. **

Deposit Details

Acct. Number: [redacted]

Post Date: 08/21/2023

Check Image #1 for Deposit Image Not Available

Acct. Number: [redacted] Check Number: 1387 Amount: 5078.08 Post Date: 08/21/2023

WHARF777.INC
2815 TAYLOR ST
SAN FRANCISCO CA 94133

1387

11-35/1210 CA
91302

DATE 8-17-23

PAY TO THE ORDER OF Port of San Francisco $ 5,078.08

Five thousand Seventyeight and 08/100 DOLLARS

BANK OF AMERICA

ACH R/T 121000358

FOR

⑈001387⑈ [redacted]

For Deposit Only - JPMC

Check / Deposit Details

** All values are subject to verification and adjustments. **

J.P.Morgan

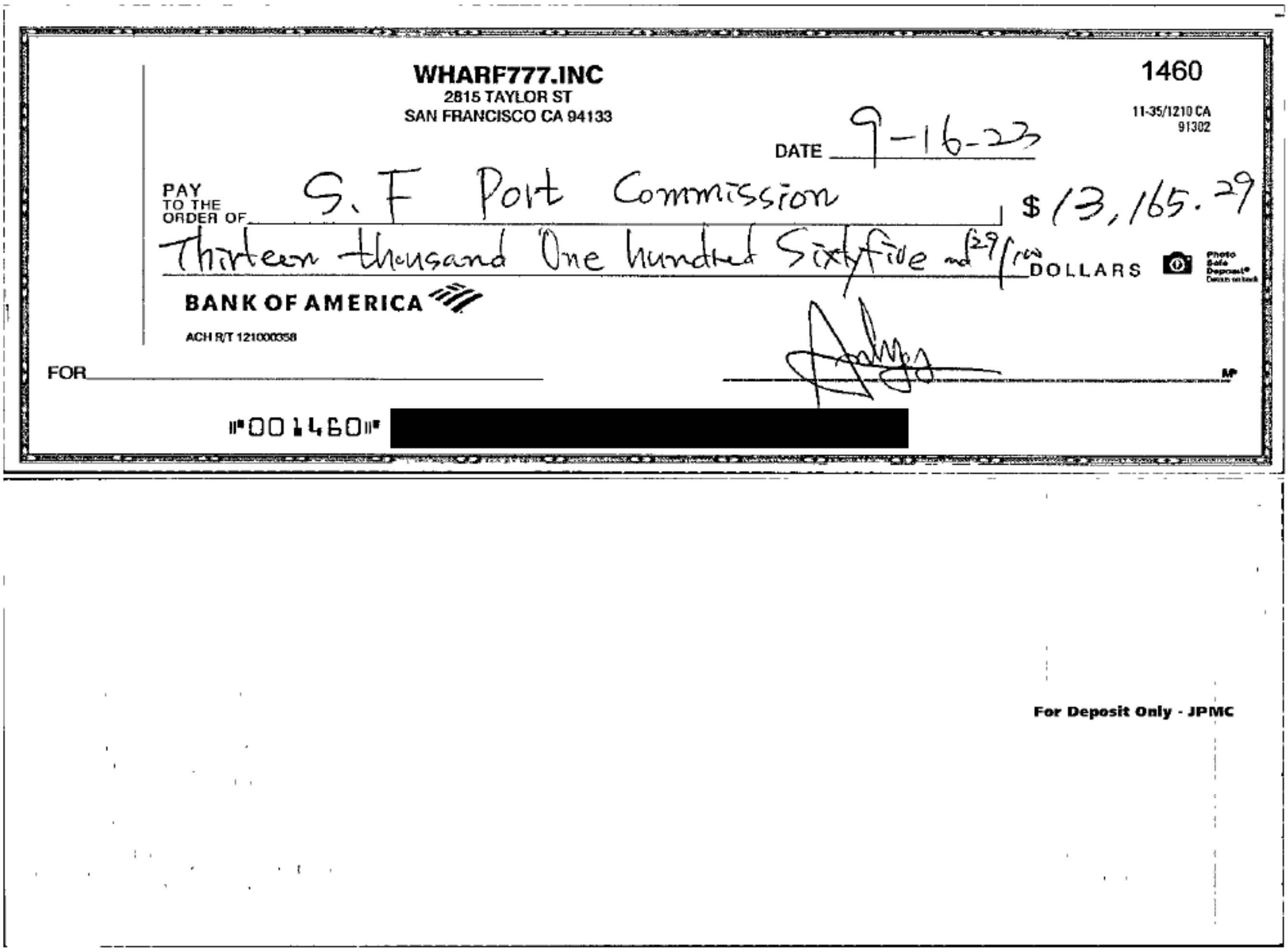
Deposit Details

Acct. Number: [redacted]

Post Date: 09/20/2023

Check Image #1 for Deposit Image Not Available

Acct. Number: [redacted] Check Number: 1460 Amount: 13165.29 Post Date: 09/20/2023



WHARF777.INC
2815 TAYLOR ST
SAN FRANCISCO CA 94133

1460

11-35/1210 CA
91302

DATE 9-16-23

PAY TO THE ORDER OF S.F Port Commission $ 13,165.29

Thirteen thousand One hundred Sixtyfive and 29/100 DOLLARS

BANK OF AMERICA

ACH R/T 121000358

FOR

⑈001460⑈ [redacted]

For Deposit Only - JPMC

Image Requested On: 12/11/2023 01:55 PM PST

WHARF777.INC
2815 TAYLOR ST
SAN FRANCISCO CA 94133

1486

11-35/1210 CA
91302

DATE 9-26-23

PAY TO THE ORDER OF S.F PORT Commission $ 5,078.08

Five thousand Seventyeight and 08/100 DOLLARS

BANK OF AMERICA

ACH R/T 121000358

FOR

⑈001486⑈ [redacted]

WHARF777.INC
2815 TAYLOR ST
SAN FRANCISCO CA 94133

1490

11-35/1210 CA
91302

DATE 9-26-23

PAY TO THE ORDER OF Port of San Francisco $2,154.4

Twenty one hundred fiftyfour and 40/100 DOLLARS

BANK OF AMERICA

ACH R/T 121000358

FOR

⑈001490⑈ [redacted]

Check / Deposit Details

J.P.Morgan

** All values are subject to verification and adjustments. **

Deposit Details

Acct. Number: [redacted]

Post Date: 11/01/2023

Check Image #1 for Deposit Image Not Available

Acct. Number: [redacted] Check Number: 1565 Amount: 1008.68 Post Date: 11/01/2023

WHARF777.INC
2815 TAYLOR ST
SAN FRANCISCO CA 94133

1565

11-35/1210 CA
91302

DATE 10-28-23

PAY TO THE ORDER OF Port of San Francisco $ 1,008.68

One thousand Eight and 68/100 DOLLARS

Photo Safe Deposit® Details on back

BANK OF AMERICA

ACH R/T 121000358

FOR

MP

⑈001565⑈ [redacted]

For Deposit Only - JPMC

Check / Deposit Details

** All values are subject to verification and adjustments. **

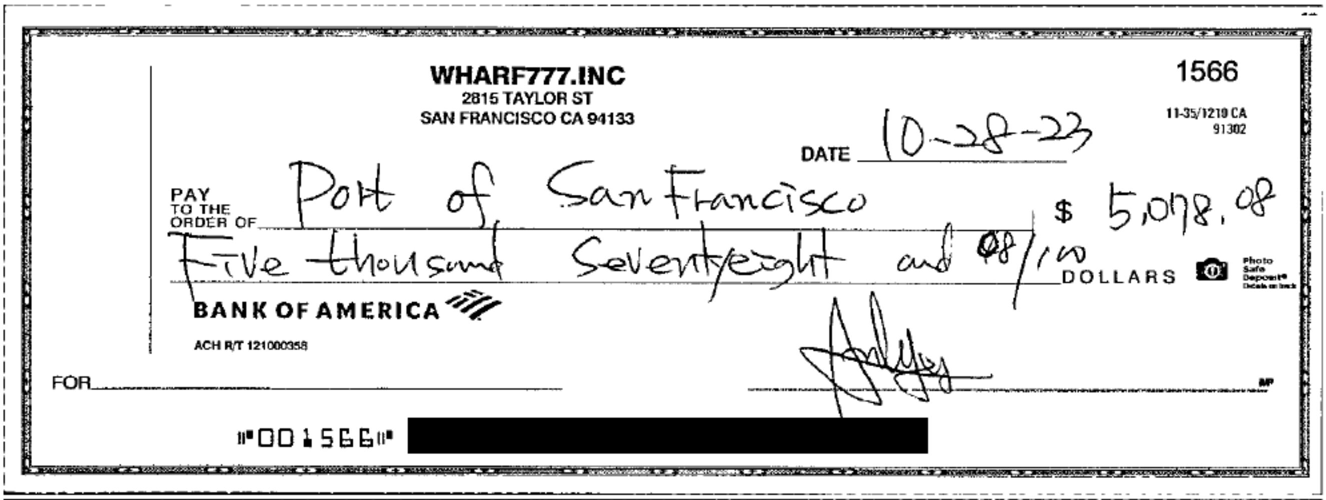
J.P.Morgan

Deposit Details

Acct. Number: [redacted] Post Date: 11/01/2023

Check Image #1 for Deposit Image Not Available

Acct. Number: [redacted] Check Number: 1566 Amount: 5078.08 Post Date: 11/01/2023


WHARF777.INC
2815 TAYLOR ST
SAN FRANCISCO CA 94133

1566

11-35/1219 CA
91302

DATE 10-28-23

PAY TO THE ORDER OF Port of San Francisco $ 5,078.08

Five thousand Seventyeight and 08/100 DOLLARS

BANK OF AMERICA

ACH R/T 121000358

FOR

⑈001566⑈ [redacted]

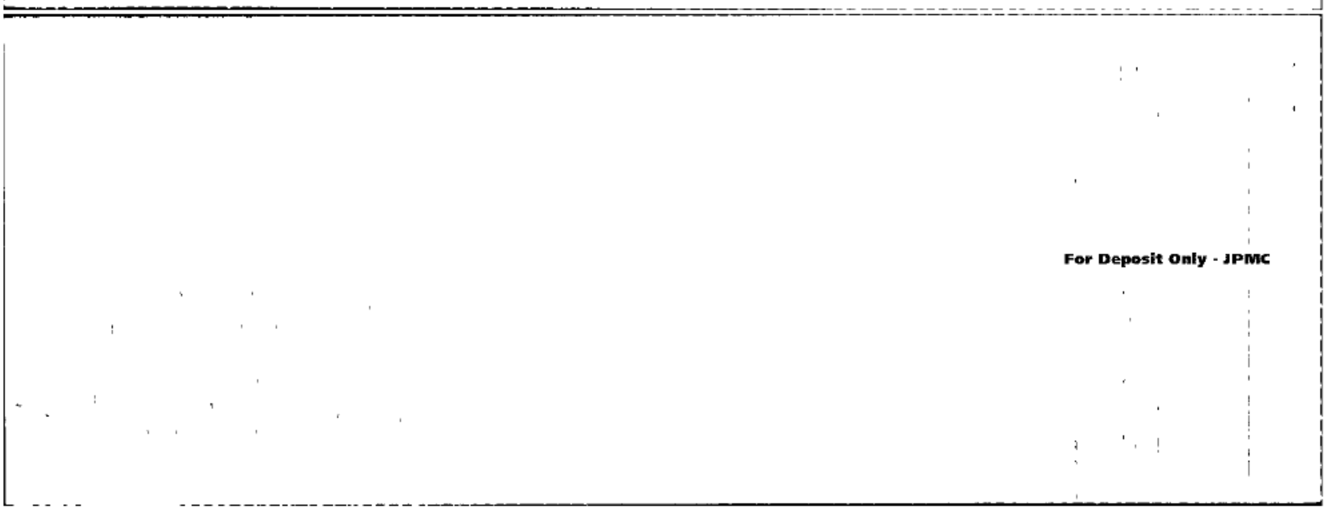

For Deposit Only - JPMC

EXHIBIT 5

California Secretary of State
Electronic Filing

FILED
Secretary of State
State of California

General Stock Corporation - Articles of Incorporation

Entity Name:	URI FOOD, INC.
Entity (File) Number:	C4672286
File Date:	12/17/2020
Entity Type:	General Stock Corporation
Jurisdiction:	California

Detailed Filing Information

1. Corporate Name: URI FOOD, INC.
2. Business Addresses:
   a. Initial Street Address of Corporation: 1010 E El CAMINO REAL
   SUNNYVALE, California, 94087
   United States of America
   b. Initial Mailing Address of Corporation: 1010 E El CAMINO REAL
   SUNNYVALE, California, 94087
   United States of America
3. Agent for Service of Process:
   Individual Agent: MIN KI PAIK
   2040 Larsen Pl
   Santa Clara, California, 95051
   United States of America
4. Shares: 100000
5. Purpose Statement: The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.
6. Future File Date Of: 12/17/2020

The incorporator affirms the information contained herein is true and correct.

Incorporator: MIN KI PAIK

Use bizfile.sos.ca.gov for online filings, searches, business records, and resources.

EXHIBIT 6

California Secretary of State
Electronic Filing

FILED
Secretary of State
State of California

Corporation - Statement of Information

Entity Name:	URI FOOD, INC.
Entity (File) Number:	C4672286
File Date:	12/28/2020
Entity Type:	Corporation
Jurisdiction:	CALIFORNIA
Document ID:	GN09083

Detailed Filing Information

1. Entity Name: URI FOOD, INC.

2. Business Addresses:
   a. Street Address of Principal Office in California:
   1010 E EL CAMINO REAL
   SUNNYVALE, California 94087
   United States of America

   b. Mailing Address:
   1010 E EL CAMINO REAL
   SUNNYVALE, California 94087
   United States of America

   c. Street Address of Principal Executive Office:
   1010 E EL CAMINO REAL
   SUNNYVALE, California 94087
   United States of America

3. Officers:
   a. Chief Executive Officer:
   MIN KI PAIK
   1010 E EL CAMINO REAL
   SUNNYVALE, California 94087
   United States of America

   b. Secretary:
   HYE JA PAIK
   2040 LARSEN PL
   SANTA CLARA , California 95051
   United States of America

Document ID: GN09083

California Secretary of State
Electronic Filing

Officers (cont'd):

c. Chief Financial Officer:

HYE JA PAIK
2040 LARSEN PL
SANTA CLARA , California 95051
United States of America

4. Director:

MIN KI PAIK
1010 E EL CAMINO REAL
SUNNYVALE, California 94087
United States of America

Number of Vacancies on the Board of Directors: 0

5. Agent for Service of Process:

MIN KI PAIK
1010 E EL CAMINO REAL
SUNNYVALE, California 94087
United States of America

6. Type of Business: RESTAURANT

By signing this document, I certify that the information is true and correct and that I am authorized by California law to sign.

Electronic Signature: mkp

Use bizfile.sos.ca.gov for online filings, searches, business records, and resources.

Document ID: GN09083

EXHIBIT 7

URI FOOD, INC.
DBA KHAN 3
1010 E EL CAMINO REAL
SUNNYVALE CA 94087

2094

11-35/1210 CA
90757

DATE 3/27/23

PAY TO THE ORDER OF port of S.F. $ 4278.08

Forty two hundred seventy eight 08/100 DOLLARS

Photo Safe Deposit

BANK OF AMERICA

ACH R/T 121000358

R: Hicks #5, Credit $400.

⑈002094⑈ [redacted]

EXHIBIT 8

CONSENT TO ASSIGNMENT OF LEASE NO. L-7492 AND LEASE NO. L-16401

This Consent to Assignment (this "**Consent**") is dated as of January 30, 2023, for reference purposes only, by and among the City and County of San Francisco, a municipal corporation (the "**City**") operating by and through the San Francisco Port Commission ("**Port**") on the one hand, and The Pollack Group, Ltd., a California corporation ("**Pollack**"), and Waldorf Ltd., a California corporation ("**Waldorf**", and collectively with Pollack, "**Tenants**" or "**Assignor"** and Sung Ki Kim and Ihyun Jeoung, two individuals with joint and several liability collectively, "**Assignees**".

RECITALS

A. Port and Joseph Boimso, Frank, Borfuso, and Anthony Borruso, DBA Borruso's Lighthouse, A Co-Partnership, Jointly and Severally, entered into Port Lease No. L-7492, dated May 1, 1970 for reference purposes only, as amended (the "**Restaurant Lease**") for that certain real property located at 2815 Taylor Street, in the City and County of San Francisco, State of California (the "**Restaurant Premises**"). The Restaurant Lease was assigned to Pollack pursuant to that certain Assignment of Lease dated April 19, 1991, which assignment was consented to by the Port pursuant to Port Commission Resolution 91-28. Port and Waldorf, an affiliate of Tenant, entered into that certain Lease L-16401, for that certain real property located at Pier 45, Shed B-1, Unit A, in the City and County of San Francisco, State of California (the "**Storage Premises**"), dated July 10, 2018 for reference purposes only (the "**Shed Lease**," and, collectively with the Restaurant Lease, the "**Leases**").

B. Assignor desires to assign its interest in the Leases to Assignee and Assignee desires to assume all obligations of Assignor under the Leases (the "**Sale**") pursuant to that certain executed Business Purchase Agreement and Joint Escrow Instructions for both Leases Date Prepared October 5, 2022 and that certain Assignment and Assumption of Lease Agreements executed by Assignor and Assignee on November 20, 2022 (collectively the "**Assignment Agreement**") and attached hereto as ***Exhibit A.***

C. Assignor has requested that Port consent to the Sale and the payment of certain amounts due to Port through the closing of escrow for the Sale, and Port has agreed to consent, on the terms and conditions set forth herein.

D. Assignor has provided Port the Tenant Estoppel Certificates attached hereto as ***Exhibit B***.

NOW, THEREFORE, in consideration of the foregoing, and in consideration of the mutual agreements and covenants hereinafter set forth, Port, Assignor and Assignee agree as follows:

1. LEASES.

The Assignee shall be bound by all of the terms, covenants, conditions, provisions and agreements of the Leases. Except as provided otherwise herein, neither the Assignment Agreement nor this Consent shall be construed to modify, waive or affect any of the terms, covenants, conditions, provisions or agreements of the Leases.

2. NO RELEASE OR WAIVER.

Neither the Assignment Agreement nor this Consent shall: (a) release or discharge the Assignor from any liability, past or present, under the Leases (including under any provisions of the Lease that survive Lease expiration or termination) before the Sale closes (the "**Sale Closing Date**") (anticipated on or about February 1, 2023); (b) but, Assignor shall be released from all future liabilities incurred or arising after the Sale Closing Date (including but not limited to the payment of Rent and any indemnification, hold harmless or exculpation obligations); or (c) be construed to waive any breach by Assignor of the Leases before the Sale Closing Date, or any of Port's rights as the landlord thereunder, or to enlarge or increase Port's obligations thereunder post-Sale Closing Date. Assignee shall be liable for the payment of all bills rendered by Port, if any, for charges incurred by the Assignee post-Sale Closing Date for services and materials supplied to each Premises. Assignor acknowledges that Port need not give any notice to Assignor before amending or terminating the Leases or entering into any new lease for either Premise.

3. NO FURTHER CONSENT.

Neither the Assignment Agreement nor this Consent shall: (a) operate as a consent or approval by Port to any of the terms, covenants, conditions, provisions or agreements of the Assignment Agreement, and Port shall not be bound thereby, or (b) be construed as a consent by Port to any further assignment by Assignor or Assignee of the Leases, it being clearly understood that this Consent shall not in any way be construed to relieve Assignor or Assignee of the obligation to obtain Port's prior written consent to any further assignment. In the event of any conflict between the terms of this Consent and the terms contained in the Assignment Agreement, the terms of this Consent shall prevail.

4. REPRESENTATION AND WARRANTY BY ASSIGNOR.

Assignor hereby represents and warrants that, (i) to the best of Assignor's knowledge, Assignor is not in default or in breach of the Leases, nor has Assignor committed an act or failed to act in such a manner which, with the passage of time or notice or both, would result in a default or breach of the Leases; and (ii) Assignor is not the subject of any pending bankruptcy, insolvency, debtor's relief, reorganization, receivership, or similar proceedings, nor the subject of a ruling with respect to any of the foregoing. The representations in this Section and in the Tenant Estoppel Certificates provided by Assignor attached hereto as ***Exhibit B*** are material and Port would not have given its consent absent such representations.

5. NO REPRESENTATION OR WARRANTY BY PORT.

Nothing contained herein shall operate as a representation or warranty by Port of any nature whatsoever.

6. INDEMNITY AND EXCULPATION.

Notwithstanding any provision to the contrary in the Assignment Agreement, Assignee agrees and acknowledges to be bound by the indemnification and exculpation provisions of the Leases, all with the same force and effect as if Assignee had been the original tenant for each Premises under the Leases. To the fullest extent permitted by law, Assignor and Assignee, as a material part of the consideration to be rendered to Port, each hereby waive any and all liabilities, injuries, losses, costs, claims, demands, rights, causes of action, judgments, settlements, damages, liens, fines, penalties and expenses, including without limitation, direct and vicarious liability of any kind for money damages, compensation, penalties, liens, fines, interest, attorneys' fees, costs, equitable relief, mandamus relief, specific performance, or any other relief ("**Claims**"), including without limitation all Claims arising from the joint or concurrent, active or passive, negligence of the Port, City, including, but not limited to, all of their respective boards, commissions, departments, agencies, and other subdivisions, and their respective Agents ("**Released Parties**") caused solely by the Released Parties' willful misconduct or gross negligence. The Released Parties shall not be responsible for or liable to Assignor or Assignee, and Assignor and Assignee hereby assume the risk of, and waives and releases the Released Parties from all Claims for, any injury, loss or damage to any person or property in or about either Premises by or from any cause whatsoever including, without limitation, (i) any act or omission of persons occupying adjoining property, (ii) theft, (iii) explosion, fire, steam, oil, electricity, water, gas or rain, pollution or contamination, (iv) stopped, leaking or defective building systems, (v) facility or building defects, (vi) damages to goods, wares, goodwill, merchandise, equipment or business opportunities, (vii) Claims by persons in, upon or about either Premises or any other Port property for any cause arising at any time, (viii) alleged facts or circumstances of the process or negotiations leading to this Consent prior to its Effective Date, (ix) inability to use all or any portion of either Premises due to sea level rise, the global COVID - 19 pandemic, substructure conditions, or any other cause, and (x) any other acts, omissions or causes to the fullest extent permitted by law.

Assignor and Assignee each understand and expressly accept and assume the risk that any facts concerning the Claims released in this Consent might be found later to be other than or different from the facts now believed to be true and agrees that the releases in this Consent shall remain effective. Therefore, with respect to the Claims released in this Consent, Assignee waives any rights or benefits provided by Section 1542 of the Civil Code, which reads as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Assignor and Assignee each specifically acknowledge and confirm the validity of the release made above and the fact that Assignor and Assignee were each represented by counsel who explained the consequences of the release at the time this Consent was made, or that Assignor and Assignee had the opportunity to consult with counsel, but declined to do so.

The obligations of Assignor and Assignee under this Section 6 shall survive any termination or expiration of the Leases.

7. WAIVER OF RELOCATION.

To the extent allowed by applicable Law, Assignor and Assignee hereby waive any and all rights, benefits or privileges of the California Relocation Assistance Law, California Government Code §§ 7260 et seq., or under any similar law, statute or ordinance now or hereafter in effect.

8. INSURANCE.

Notwithstanding any provision to the contrary in the Assignment Agreement, Assignee, shall, at Assignee's expense, with respect to each Premises, secure and keep in force during the term of each Lease such insurance as required of tenant under the Lease. Without limiting the generality of the immediately preceding sentence, such liability policy or policies of insurance shall name as additional insureds by written endorsement "**THE CITY AND COUNTY OF SAN FRANCISCO, THE SAN FRANCISCO PORT COMMISSION AND THEIR COMMISSIONERS, OFFICERS, AGENTS, EMPLOYEES, AND REPRESENTATIVES**", shall be primary and non-contributory to any other insurance available to the additional insureds with respect to claims arising under this Lease, and shall provide that such insurance applies separately to each insured against whom complaint is made or suit is brought except with respect to the limits of the company's liability. A certificate evidencing such insurance shall be delivered to Port promptly after the date hereof. Assignee additionally acknowledges Port's absolute right to demand increased coverage to amounts consistent with the type of Assignee's business activities on each Premises.

9. PAYMENT OF AMOUNTS DUE TO PORT. Assignor and Assignee agree that, as further described in the attached Business Purchase Agreement and Joint Escrow Instructions for both Leases Date Prepared October 5, 2022, as a condition of granting its consent as provided herein, Port will be paid Eighty-Five Thousand Eight Hundred Forty Three Dollars and Four Cents ($85,843.04) as a condition of the close of escrow for the Sale, which amount includes funds to pay outstanding rent arrearages and interest; to pay February 2023 rent; to replace the Security Deposit under the Lease; and to pay Port's review fees. Notwithstanding anything to the contrary, if Port does not receive such amount at the close of escrow, this Consent shall be null and void and Assignor and Assignee shall be jointly and severally liable to Port for any amounts due under the Lease or under this Consent.

10. NOTICES.

As of the Effective Date of this Consent, Assignor's and Assignee's addresses for delivery of notices are:

Assignor:	Assignee:
Jeffery Pollack 3 Altree Court Atherton, CA 94027 Phone: (650) 325-1727 Email: jpollack@pacbell.net	Sung Ki Kim 7375 Rollingdell Dr #23 Cupertino, CA 95014 (650) 722-4127 Email: woorehome@gmail.com
	Ihuyn Jeoung 110 Remington Drive #15 Sunnyvale, CA 94087 (408) 963-8754 Email: Jeoungihyun@gmail.com

11. MISCELLANEOUS.

(a) This Consent may be executed in counterparts.

(b) This Consent shall be governed by and construed in accordance with the laws of the State of California. In the event of a conflict between the terms and provisions of this Consent and the Assignment Agreement, the Consent shall control. Terms not defined in this Consent shall have the same meanings as in the Leases.

(c) The terms and provisions of this Consent shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(d) If any one or more provisions in this Consent shall be invalid, illegal or unenforceable for any reason, the remaining provisions contained herein shall not in any way be affected or impaired thereby.

(e) This Consent may not be modified or amended except by a writing executed by all parties to the Consent.

(f) Port and Assignee hereby mutually waive any claim against the other and its agents for any loss or damage to any of their property located on or about each Premises that is caused by or results from perils covered by property insurance carried by the respective parties, to the extent of the proceeds of such insurance actually received with respect to such loss or damage, whether due to the negligence of the other party or its agent(s). Each party shall immediately notify its insurer, in writing, of these mutual waivers and have their insurance policies endorsed to prevent the invalidation of the insurance coverage because of these waivers.

(g) Possessory Interest Tax. Assignee recognizes and understands that the Leases create a possessory interest subject to property taxation and that Assignee will be subject to the payment of possessory interest taxes levied on such interest. Assignee further recognizes and understands that any sublease or assignment permitted under the Leases may constitute a change in ownership for purposes of property taxation.

12. EFFECTIVE DATE.

The Effective Date of this Consent is the Sale Closing Date. This Consent shall be null and void if the Sale Closing Date does not occur by February 28, 2023.

[Signatures on Next Page]

The execution of this Consent by Assignor and Assignee shall evidence Assignor's and Assignee's joint and several confirmation of the foregoing conditions, and of their agreement to be bound thereby and shall constitute Assignee's acknowledgement that it has received a copy of the Leases.

Landlord:

CITY AND COUNTY OF SAN FRANCISCO
operating by and through the
SAN F … MMISSION

DocuSigned by: Rebecca Benassini
8C69C44597B2453...

By: ______________________
Rebecca Benassini, Deputy Director, Real Estate and Development

Date: 1/30/2023

Assignor:

POLLACK GROUP, LTD.
a … n

DocuSigned by: Jeffery Pollack
45267012BD43409...

By ______________________
Name: … ck, President

Date: 1/30/2023

WALDORF, LTD.
… tion

DocuSigned by: Jeffery Pollack
45267012BD43409...

____
… ck, President

Date: 1/30/2023

Assignee:

SUNG … al as jointly and severally liable

DocuSigned by:
769BCDBA8E084B8...

By: ______________________
Name: Sung …

Date: 1/30/2023

IH … ndividual as jointly and severally liable

DocuSigned by: Ihyun Jeoung
7C17377C90394C3...

By ______________________
Name: …

Date: 1/30/2023

APPROVED AS TO FORM:
DAVID CHIU, City Attorney

DocuSigned by: Rona Sandler
EFB2EA7772764B4...

By: ______________________
Rona H. Sandler, Deputy City Attorney

Prepared By: Don Kavanagh, Senior Property Manager DS DK ____________

EXHIBIT A

ASSIGNMENT AGREEMENT

[ATTACHMENT ON FOLLOWING PAGE]

[PAGE INTENTIONALLY LEFT BLANK]

Exhibit A

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENTS

FOR VALUE RECEIVED, The Pollack Group Ltd & Waldorf Ltd, California Corporations ("**Assignors**") hereby assigns, conveys, transfers and sets over to Sung Ki Kim, an Individual and Ihyun Jeoung an Individual (collectively "**Assignee**"), its successors and assigns, all of Assignor's right, title and interest in, to and under that certain Port Lease located at 5 Fisherman's Wharf, San Francisco, CA 94133 Contract No. L-7492, dated May 1, 1970 for reference purposes only, as amended and that certain Port Lease located at Pier 45, Shed B Space 1A, San Francisco, CA 94133 Contract No. L-16401, dated July 10, 2018 for reference purposes only, as amended, made by and between The City and County of San Francisco, a municipal corporation, operating by and through the San Francisco Port Commission, as Landlord, and Assignors The Pollack Group Ltd. Contract No. L-7492 covering 2238 square feet of space located at 5 Fisherman's Wharf, San Francisco, CA 94133 as depicted on ***Exhibit A-1*** attached hereto and made a part hereof, and Waldorf Ltd. Contract No. L-16401 covering 1572 square feet of space located at Pier 45, Shed B Space 1A, San Francisco, CA 94133 as depicted on ***Exhibit A-2*** attached hereto and made a part hereof, and as further described in Assignor Leases Contract No.L-7492 and L-16401.

Assignee hereby accepts the foregoing assignment and assumes all of the obligations of Assignor under the Leases and agrees, for the benefit of Assignor, its successors and assigns, to pay, perform, discharge when due and otherwise satisfy in due course all of such obligations and liabilities of Assignor under and in accordance with the provisions of the Leases.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment and Assumption of Lease Agreements as of November 20, 2022.

Assignors:

THE POLLACK GROUP LTD.

By: ____________________

Name: Jeffrey L Pollack

Title: President

Waldorf Ltd.

By: ____________________

Name: Jeffrey L Pollack

Title: **President**

Assignees:

By: ____________________

Name: Sung Ki Kim

By: ____________________

Name: Ihyun Jeoung

DS DK DS SKK DS JP

EXHIBIT A-1

Depiction of Pollack Lease Space

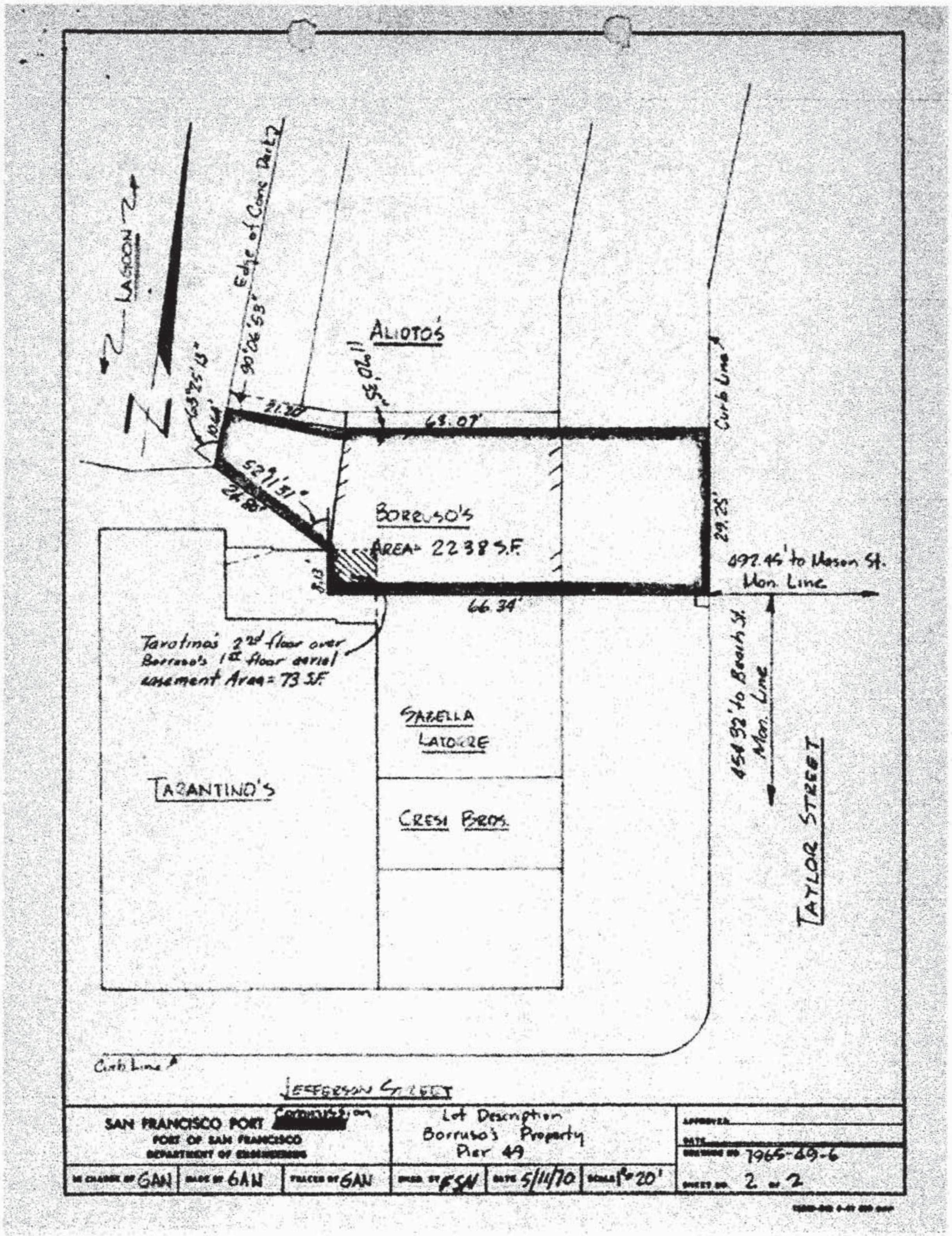
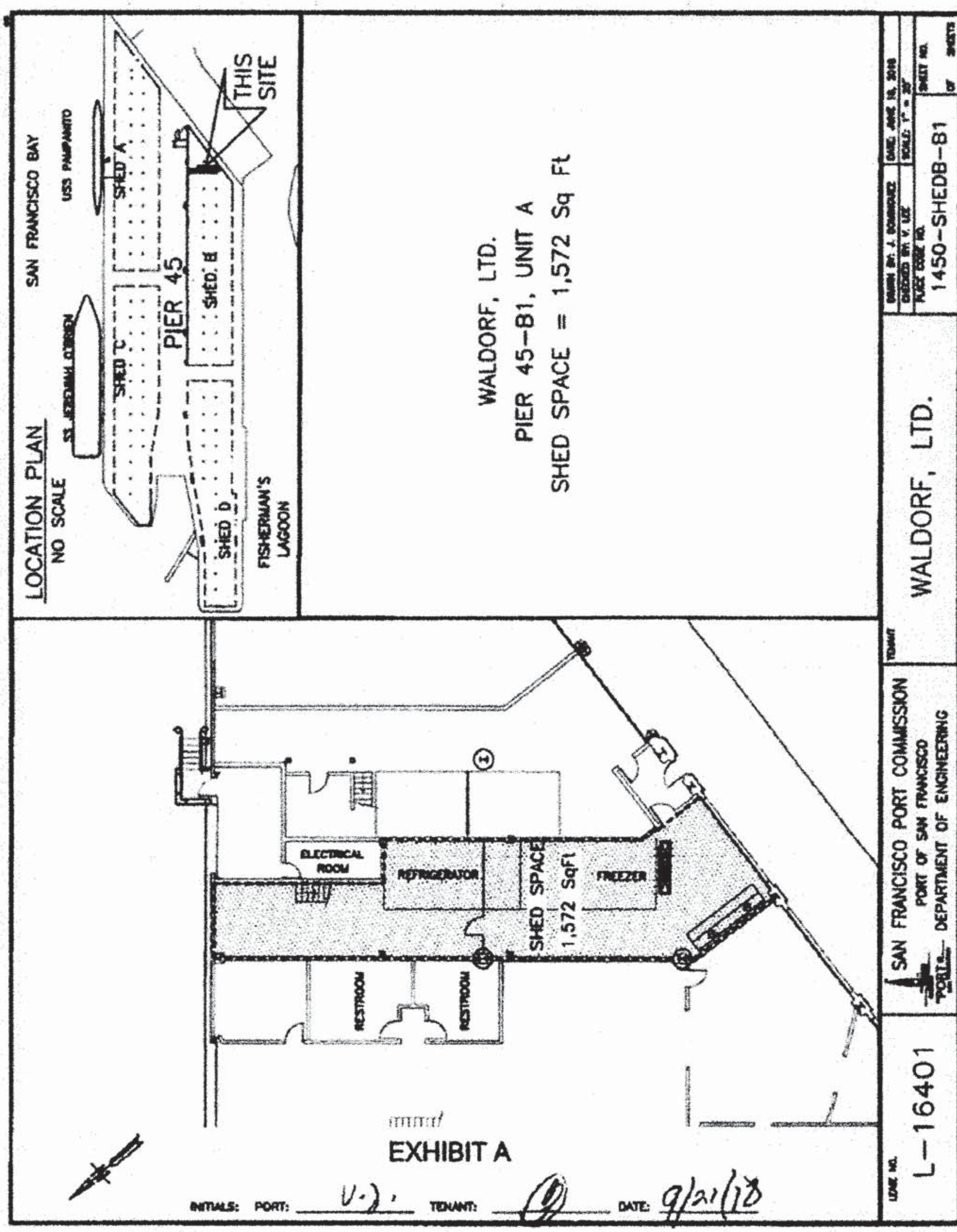


Exhibit A-2

Depiction of Waldorf Lease Space



CALIFORNIA ASSOCIATION OF REALTORS®

BUSINESS PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. Form BPA, Revised 11/14)

Date Prepared: *October 5, 2022*

1. **OFFER:**
   A. **THIS IS AN OFFER FROM** *IHYUN JEOUNG, SUNG K KIM* ("Buyer"), ☐ Individual(s), ☒ a Partnership, ☒ a Corporation, ☐ an LLC, ☐ an LLP, ☐ Other ______
   B. **THE BUSINESS** to be acquired is *Nick's Lighthouse*, situated in *San Francisco* (City), ______ (County), California, *94133* (Zip Code) Assessor's Parcel No. ______ (Business)
   C. **THE PURCHASE PRICE** offered is [redacted] Dollars [redacted].
   D. **INVENTORY** valued at approximately $ ______, including work in progress, is included in the purchase price.
   E. **CLOSE OF ESCROW** shall occur on ☐ ______ (date) (or ☒ *90* **Days** After Acceptance).
   F. Buyer and Seller are referred to herein as the "Parties." Brokers are not Parties to this Agreement.
2. **AGENCY:**
   A. **POTENTIALLY COMPETING BUYERS AND SELLERS:** The Parties each acknowledge receipt of a ☒ "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).
   B. **CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction:
   Listing Agent ______ (Print Firm Name) is the agent of (check one): ☐ the Seller exclusively; or ☐ both the Buyer and Seller.
   Selling Agent ______ (Print Firm Name) (if not the same as the Listing Agent) is the agent of (check one): ☐ the Buyer exclusively; or ☐ the Seller exclusively; or ☐ both the Buyer and Seller.
3. **PAYMENT OF PURCHASE PRICE:** Buyer represents that funds will be good when deposited with Escrow Holder.
   A. **INITIAL DEPOSIT:** Deposit shall be in the amount of .... $ *25,000.00*
   (1) Buyer Direct Deposit: Buyer shall deliver deposit directly to Escrow Holder by electronic funds transfer, ☐ cashier's check, ☐ personal check, ☐ other ______ within 3 business days after Acceptance (or ______);
   OR (2) ☐ Buyer Deposit with Agent: Buyer has given the deposit by personal check (or ______) to the agent submitting the offer (or to ______), made payable to ______. The deposit shall be held uncashed until Acceptance and then deposited with Escrow Holder within **3** business days after Acceptance (or ______).
   Deposit checks given to agent shall be an original signed check and not a copy.
   (Note: Initial and increased deposits checks received by agent shall be recorded in Broker's trust fund log.)

If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount in a separate liquidated damages clause (C.A.R. Form RID) at the time the increased deposit is delivered to Escrow Holder.

C. ☒ **ALL CASH OFFER:** No loan is needed to purchase the Business. This offer is NOT contingent on Buyer obtaining a loan. Written verification of sufficient funds to close this transaction IS ATTACHED to this offer or ☐ Buyer shall, within **3 (or ___) Days** After Acceptance, Deliver to Seller such verification.

D. **LOAN(S):**
(1) FIRST LOAN: in the amount of .... $ ______
This loan will be conventional financing or ☐ Seller financing (C.A.R. Form SFA), ☐ Small Business Administration, secured by Buyer's own real property, or if real property is included in the sale, then by that real property, ☐ Other ______. This loan shall be at a fixed rate not to exceed ___ % or, ☐ an adjustable rate loan with initial rate not to exceed ___ %. Regardless of the type of loan, Buyer shall pay points not to exceed ___ % of the loan amount.
(2) ☐ **SECOND LOAN** in the amount of .... $ ______
This loan will be conventional financing or ☐ Seller financing (C.A.R. Form SFA), ☐ Small Business Administration, secured by Buyer's own real property, or if real property is included in the sale, then by that real property, ☐ Other ______. This loan shall be at a fixed rate not to exceed ___ % or, ☐ an adjustable rate loan with initial rate not to exceed ___ %. Regardless of the type of loan, Buyer shall pay points not to exceed ___ % of the loan amount.

E. **LOAN SECURED BY BUSINESS ASSETS IN THE AMOUNT OF** .... $ ______
Evidenced by a note in favor of Seller secured by the assets of the Business, together with a security agreement in the usual and customary form covering all assets of the Business, and a UCC-1 filing to be filed with the Secretary of State, which shall include proceeds of collateral, in ☐ first or ☐ second position. The loan shall be at a fixed rate not exceed ___ % or, ☐ an adjustable rate with an inital rate not to exceed ___ %. Buyer shall have the right, at Buyer's expense, to conduct a valuation of the assets within the time specified in paragraphs 8 and 25. If the assets' value is less than the amount of the loan provided for in this paragraph 3E, less the value of the assets, shall become an unsecured loan.

Buyer's Initials (IJ) (SKK) Seller's Initials (JP) (______)

DS DK DS SKK DS JP

Business Address: *2815 Taylor St., San Francisco, CA 94133* Date: *October 5, 2022*

F. **ADDITIONAL FINANCING TERMS:** .... $ __________

G. **BALANCE OF DOWN PAYMENT OR PURCHASE PRICE** in the amount of .... $ *750,000.00*
to be deposited with Escrow Holder pursuant to Escrow Holder Instructions.

CAUTION: Obligations secured by mixed collateral (i.e., both personal and real property) are subject to complex rules and court decisions under the California Civil Code, Commercial Code and the Code of Civil Procedure. Buyer and Seller are strongly cautioned to consult legal counsel in connection with the securing and enforcement of any such obligations.

H. **PURCHASE PRICE (TOTAL):** .... $ *850,000.00*

I. **VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS:** Buyer (or Buyer's lender or loan broker pursuant to paragraph 3K(1)) shall, within 3 **(or _____) Days** After Acceptance, Deliver to Seller written verification of Buyer's down payment and closing costs. (☐ Verification attached.)

J. **APPRAISAL CONTINGENCY AND REMOVAL:** This Agreement is **(or** ☒ is NOT) contingent upon a written appraisal of the Business by a licensed or certified appraiser at no less than the purchase price. Buyer shall, as specified in paragraph 25B(3), in writing, remove the appraisal contingency or cancel this Agreement within **17 (or ___) Days** After Acceptance.

K. **LOAN TERMS:**

(1) LOAN APPLICATIONS: Within **3 (or ___) Days** After Acceptance, Buyer shall Deliver to Seller a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in paragraph 3D. If any loan specified in paragraph 3D is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate. (☐ Letter attached.)

(2) LOAN CONTINGENCY: Buyer shall act diligently and in good faith to obtain the designated loan(s). Buyer's qualification for the loan(s) specified above **is a contingency** of this Agreement unless otherwise agreed in writing. If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Business to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan. Buyer's contractual obligations regarding deposit, balance of down payment and closing costs **are not contingencies** of this Agreement.

contingency shall not be deemed removal of the appraisal contingency.

(4) ☐ **NO LOAN CONTINGENCY:** Obtaining any loan specified above is NOT a contingency of this Agreement. If Buyer does not obtain the loan and as a result does not purchase the Business, Seller may be entitled to Buyer's deposit or other legal remedies.

(5) LENDER LIMITS ON BUYER CREDITS: Any credit to Buyer, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.

L. **BUYER STATED FINANCING:** Seller is relying on Buyer's representation of the type of financing specified (including but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price and to sell to Buyer in reliance on Buyer's covenant concerning financing. Buyer shall pursue the financing specified in this Agreement. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in the Agreement and the availability of any such alternate financing does not excuse Buyer from the obligation to purchase the Business and close escrow as specified in this Agreement

4. **ESCROW AND TITLE:**

A. **ESCROW HOLDER:** ☒ Buyer ☐ Seller shall pay escrow fees *100%* . Escrow Holder shall be *Old Republic Title Company* . The Parties shall, within **5 (or ___) Days** After receipt, sign and return Escrow Holder's general provisions.

B. (1) **FORM OF OWNERSHIP:** The Business shall be owned in the form designated in Buyer's escrow instructions. THE MANNER OF TAKING TITLE AND THE FORM OF OWNERSHIP OF THE BUSINESS MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.

(2) **TITLE:** Seller shall furnish to Buyer bills of sale and other instruments of transfer or assignment necessary to carry out this Agreement

5. **CLOSING AND POSSESSION:**

A. Possession shall be delivered to Buyer at 6PM or ☐_____ ☐AM/☐PM, on the date of Close Of Escrow; ☐ on __________; or ☐ no later than _____ calendar days after Close Of Escrow. If Seller also owns the real property upon which the Business operates and transfer of title to the real property and possession of the Business do not occur at the same time, Owner and Buyer are advised to: **(i)** enter into a written agreement regarding possession; and **(ii)** consult with their insurance and legal advisors or other appropriate professional(s).

Buyer's Initials (____) (____) Seller's Initials (____) (____)

B. At Close Of Escrow, Seller assigns to Buyer any assignable warranty rights for items included in the sale and shall provide any available Copies of such warranties. Brokers cannot and will not determine the assignability of any warranties.

C. At Close Of Escrow, unless otherwise agreed in writing, Seller shall provide keys and/or means to operate all locks, mailboxes, security systems and alarms.

6. ASSETS TRANSFERRED: With the exception of cash or cash equivalents on deposit in any financial institution, and assets excluded below, Buyer is purchasing all assets of the Business, including but not limited to: inventory for sale, machinery, furniture, fixtures and other equipment, leasehold improvements, transferable government licenses and permits, customer lists, fictitious business names, trade names and trademarks, logos, copyrights and patents, signs and advertising materials, telephone and fax numbers, web sites, URL names, e-mail addresses, accounts receivable, vendor lists and catalogs, goodwill, agreements not to compete, franchise agreements, distribution rights, employee lists and information, computer and customer software, and customer deposits. All items transferred that are leased are subject to the terms of existing lease(s).

☐ Other ______

Excluded asset ______

7. LIABILITIES TRANSFERRED: Buyer is NOT purchasing any liabilities of the Business, EXCEPT those items checked below:

A. ☐ Accounts payable, per attached list.

B. ☐ Service, maintenance and advertising agreements, per attached list.

C. ☐ Other ______ .

8. ☐ **INVENTORY:**

A. Buyer's acceptance of inventory is a contingency of this Agreement. Buyer shall have the right, at Buyer's expense, within the time specified in paragraph 25, to conduct a physical inventory and, in writing, remove the contingency or cancel this Agreement.

B. Buyer has the right to confirm the inventory within **5 (or ☐ ___) Days** Prior to Close Of Escrow. The purchase price shall be adjusted to reflect the remaining inventory. The adjustment is to be added to or subtracted from the ☐ cash down payment; or ☐ seller financing.

9. SELLER DISCLOSURE; BUYER INVESTIGATION:

Seller shall, within the time specified in paragraph 25, provide to Buyer, or to Buyer's counsel, accountant or other designated representative, the lists of items or documents, or Copies thereof, for the items checked below. For each item, as applicable, Seller shall include a statement of whether the item is owned or leased and whether Seller has any legal, proprietary interest, or intellectual property rights in, or restrictions on, the item. Buyer, within the time specified in paragraph 25, shall then investigate the items provided to Buyer and take the action specified in paragraph 25.

☐ Inventory, including work in progress
☒ Machinery
☒ Furniture, fixtures and other equipment
☐ Other personal property
☐ Leasehold improvements
☒ Government licenses and permits
☐ Customer lists
☒ Fictitious business name statements
☒ Trade names and trademarks
☒ Logo
☒ Copyrights and patents
☐ Schedule of accounts receivable
☐ Business appraisal
☐ Other assets: ______
☒ Signs and advertising materials
☒ Telephone and fax numbers
☒ Websites, URL names and e-mail addresses
☒ Vendor lists and catalogs
☒ Goodwill
☐ Agreements not to compete
☐ Franchise agreements
☐ Distribution rights
☒ Employee lists and information
☒ Computer and customer software
☐ Customer deposits
☒ Lease

☐ Schedule of accounts payable
☐ Service, maintenance and advertising agreements
☐ Other liabilities: ______
☐ Employee estoppel certificates
☐ Proposed allocation of purchase price among assets
☐ Sales tax returns for the years. ______ to ______
☐ Federal and state income tax returns for the years . . . ______ to ______
☐ Financial statements for the years. . . . . ______ to ______
☐ Employment withholding returns for the years . . . . ______ to ______

SELLER REPRESENTS THAT: (i) THE BOOKS AND RECORDS THAT OWNER PROVIDES ARE THOSE MAINTAINED IN THE ORDINARY AND NORMAL COURSE OF BUSINESS; AND (ii) FEDERAL AND STATE TAX RETURNS THAT SELLER PROVIDES ARE COPIES OF THOSE FILED WITH THE APPLICABLE GOVERNMENTAL AGENCIES.

10. CONSULTING AND TRAINING: Seller shall consult with Buyer to show Buyer methods used in operating the Business. Seller shall provide consulting services for a period of *0* **Days** After Close Of Escrow at no cost to Buyer, which services shall not exceed a total of _____ hours. Seller shall not be responsible for training Buyer in the basics of operating a business of the type being sold pursuant to this Agreement, but only to alert Buyer to the nuances, as determined by Seller, of operating this type of business. **NOTE TO BUYER: IF YOU ARE NOT ALREADY TRAINED IN THIS TYPE OF BUSINESS, YOU ARE STRONGLY ADVISED TO SEEK TRAINING.**

11. ☐ **AGREEMENT NOT TO COMPETE:** As a material part of the consideration of the sale, Seller agrees not to operate or engage in, directly or indirectly, whether as a principal, agent, manager, employee, owner, member, partner, stockholder, director or officer of a corporation, trustee, consultant, or any other capacity whatsoever, any business the same as, or substantially similar to, or in competition with the Business within a radius of *0* miles from the current location of the Business (or ☐ ______) for a period of *0* year(s) from the date of final transfer of the Business, so long as Buyer, or Buyer's successor-in-interest, is operating the Business in said area.

Business Address: *2815 Taylor St., San Francisco, CA 94133* Date: *October 5, 2022*

12. **LEASE (Check applicable items):** The sale is contingent upon Buyer obtaining, within **21 (or** ☒ *60* **) Days** After Acceptance, the assignment, new lease, option to extend, sublease or other lease as indicated below. Buyer shall submit an application for such lease to Seller's landlord or Seller, as applicable, within **15 (or** ☐ ______ **) Days** After Acceptance.
    - **A.** ☒ An assignment of Seller's existing lease.
    - **B.** ☐ A new lease with Seller's landlord, on terms acceptable to Buyer, to become effective concurrently with the Close Of Escrow.
    - **C.** ☐ An option to extend Seller's present lease for an additional ___ year(s), on terms acceptable to Buyer and Seller's landlord.
    - **D.** ☐ A sublease with Seller, on terms acceptable to Buyer, to become effective concurrently with the Close Of Escrow. **Buyer and Seller are advised that such sublease may require notice to or approval of Seller's landlord.**
    - **E.** ☐ OTHER: ______
13. ☐ **PURCHASE OF REAL PROPERTY:** The sale is contingent upon Buyer's ability to purchase, concurrently with the Close Of Escrow, the real property in which the Business operates. **A separate Real Property Purchase Agreement is required (C.A.R. Form CPA).**
14. **LICENSES:**
    - A. **LIQUOR:** If transfer of a liquor license is included in this sale, Seller shall comply with the Alcoholic Beverage Control Act concerning such transfer. Escrow shall not close, and no funds shall be transferred to Seller, until Escrow Holder is advised by the State of California Department of Alcoholic Beverage Control that the license transfer has been approved. The costs of such transfer shall be paid *Buyer* .
    - **B. OTHER:** This sale is contingent upon Buyer's obtaining, prior to the Close Of Escrow, the license(s) indicated below. Buyer shall apply for such license(s) within **15 (or** ☐ ______ **) Days** After Acceptance:
        1. ☒ City license: ______
        2. ☒ State license: *ABC license*
        3. ☒ Other: *health certificates*
15. **FRANCHISE:** If the Business is a franchise, in addition to being subject to Buyer's acceptance of the terms of franchise as provided in paragraph 9, the sale is also contingent upon Franchisor's acceptance of Buyer.
16. **SALES AND USE TAX:** Buyer shall pay any sales or use tax payable as a result of the sale under any Law and shall furnish Seller with Resale Certificates for any items bought for resale.
17. **PRORATIONS:** Personal property taxes, business taxes, rents, interest, insurance acceptable to Buyer, and prepaid deposits shall be prorated as of Close Of Escrow (or ☐ ______).
18. **TAX CLEARANCES:** Seller shall deliver to Escrow Holder proof that city (if applicable), state and federal income tax withholdings are current. Amounts withheld but not yet payable will be transferred in escrow or credited to Buyer. Seller shall also deliver to Escrow Holder any clearance documents available from the State Board of Equalization or Employment Development Department regarding S.D.I. unemployment insurance and FICA withholdings. No funds shall be released from escrow before such delivery.
19. **NOTICES OF VIOLATIONS:** Seller represents that, to the best of Seller's knowledge, no notices of violations of federal, state or local statute(s), law(s) or regulation(s) exist, or are filed or issued, that affect the operation of the Business, including any such notices regarding the real property in which the Business is situated ("Notices"), EXCEPT: ______.
    If prior to Close Of Escrow, Seller receives or becomes aware of any Notices filed against or affecting the Business, Seller shall immediately notify Buyer.
20. **BULK TRANSFER:** Seller shall comply with the Bulk Sales provision of Division 6 of the Uniform Commercial Code, Bulk Transfer Section, as the law applies within the Seller's state.
21. **LIENS; ENCUMBRANCES; RESTRICTIONS:** Seller warrants that, to the best of Seller's knowledge, there are no undisclosed liens, encumbrances or restrictions upon the Business.
22. **OPERATION OF BUSINESS DURING ESCROW:** During the escrow period, Seller shall: **(i)** operate the Business diligently and in substantially the same manner as prior to this offer; **(ii)** maintain the goodwill of the Business; **(iii)** keep all equipment and personal property in normal working order; and ______.
23. **SELLER REPRESENTATIONS:** Seller's representations and warranties set forth herein, or in any written statements delivered to Buyer, shall be true and correct at Close Of Escrow, and shall survive the transfer of ownership of the Business.
24. **OTHER TERMS AND CONDITIONS,** including attached supplements:
    a) Seller to free and clear health department issues and fire department issues (if there's any).
    b) All the machines and equipment should be in working condition by close of escrow.
    c) Inventory is not included to the purchase price.
    d) Contingency upon the lease approval.
    e) There's an another business address for the business: 5 Fishermans Wharf San Francisco, CA 94133(Two addresses)
    f) Seller is not operating the business.

Buyer's Initials (IJ) ([signature]) Seller's Initials (NP) ( )

25. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).

A. **SELLER HAS: 7 (or ☐ ___) Days** After Acceptance to Deliver to Buyer all reports, disclosures and information for which Seller is responsible under paragraph 9. Buyer may give Seller a Notice to Seller to Perform (C.A.R. Form NSP) if Seller has not Delivered the items within the time specified.

B. **BUYER SHALL,** within the times set forth below, take the specified action and, in writing, either remove the applicable contingency or cancel this Agreement:

(1) **BUYER HAS: 17 (or ☐ ___) Days** After Acceptance to complete all buyer investigations, unless otherwise agreed in 25B(2), approve all disclosures, reports, and review of reports and other applicable information, for which Buyer is responsible or which Buyer receives from Seller; and approve all other matters affecting the Business.

(2) ☐ **(If checked) BUYER HAS: 30 (or ☐ ___) Days** After Acceptance to complete geologic, soil and environmental inspections.

(3) Within the time specified in 25B(1) (or as otherwise specified in this Agreement), Buyer shall Deliver to Seller either **(i)** a removal of the applicable contingency (C.A.R. Form CR), or **(ii)** a cancellation (C.A.R. Form CC) of this Agreement based upon a contingency or Seller's failure to Deliver the specified items. However, if any report, disclosure or information for which Seller is responsible is not Delivered within the time specified in 25A, then Buyer has **5 (or ☐ ___) Days** After Delivery of any such items, or the time specified in 25B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.

(4) **Continuation of Contingency:** Even after the end of the time specified in 25B(1) and before Seller cancels this Agreement, if at all, pursuant to 25C, Buyer retains the right to either **(i)** in writing remove remaining contingencies, or **(ii)** cancel this Agreement based upon a remaining contingency or Seller's failure to Deliver the specified items. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to 25C(1).

C. **SELLER RIGHT TO CANCEL:**

(1) **Seller right to Cancel; Buyer Contingencies:** If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP) may cancel this Agreement. In such event, Seller shall authorize return of Buyer's deposit.

(2) **Seller right to Cancel; Buyer Contract Obligations:** Seller, after first Delivering to Buyer a NBP may cancel this Agreement for any of the following reasons: **(i)** if Buyer fails to deposit funds as required by 3A or 3B; **(ii)** if the funds deposited pursuant to 3Aor 3B are not good when deposited; **(iii)** if Buyer fails to Deliver a letter as required by 3K; **(iv)** if Buyer fails to Deliver verification as required by 3C or 3I; or **(v)** if Seller reasonably disapproves of the verification provided by 3C or 3I. In such event, Seller shall authorize return of Buyer's deposit.

(3) **Notice To Buyer To Perform:** The NBP shall: **(i)** be in writing; **(ii)** be signed by Seller; and **(iii)** give Buyer at least **2 (or ☐ ___) Days** After Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A NBP may not be Delivered any earlier than **2 Days** Prior to the expiration of the applicable time for Buyer to remove a contingency or cancel this Agreement or meet an obligation specified in 25C(2).

D. **NOTICE TO BUYER OR SELLER TO PERFORM:** The NBP or NSP shall: **(i)** be in writing; **(ii)** be signed by the applicable Buyer or Seller; and **(iii)** give the other Party at least **2** (or ____) Days After Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A NBP or NSP may not be Delivered any earlier than **2 Days** Prior to the expiration of the applicable time for the other Party to remove a contingency or cancel this Agreement or meet an obligation specified in paragraph 25.

E. **EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES:** If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in writing, Buyer shall conclusively be deemed to have: **(i)** completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; **(ii)** elected to proceed with the transaction; and **(iii)** assumed all liability, responsibility and expense for Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.

F. **CLOSE OF ESCROW:** Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a demand to close escrow (C.A.R. Form DCE). The DCE shall: **(i)** be signed by the applicable Buyer or Seller; and **(ii)** give the other Party at least **3 (or ___) Days** After Delivery to close escrow. A DCE may not be Delivered any earlier than **3 Days** Prior to the scheduled close of escrow.

G. **EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign mutual instructions to cancel the sale and escrow and release deposits, if any, to the party entitled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. Except as specified below, **release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award.** If either Party fails to execute mutual instructions to cancel escrow, one Party may make a written demand to Escrow Holder for the deposit (C.A.R. Form BDRD or SDRD). Escrow Holder, upon receipt, shall promptly deliver notice of the demand to the other Party. If, within 10 Days After Escrow Holder's notice, the other Party does not object to the demand, Escrow Holder shall disburse the deposit to the Party making the demand. If Escrow Holder complies with the preceding process, each Party shall be deemed to have released Escrow Holder from any and all claims or liability related to the disbursal of the deposit. Escrow Holder, at its discretion, may nonetheless require mutual cancellation instructions. **A Party may be subject to a civil penalty of up to $1,000 for refusal to sign cancellation instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §1057.3).**

26. BROKERS:

A. **COMPENSATION:** Seller or Buyer, or both, as applicable, agrees to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.

B. **SCOPE OF BROKER DUTY: Buyer and Seller acknowledge and agree that: (i) Brokers do not decide what price Buyer should pay or Seller should accept; (ii) Brokers do not guarantee the performance or repairs of others who have provided services or products to Buyer or Seller; and (iii) they will seek legal, tax, insurance, title and other assistance from appropriate professionals.**

Buyer's Initials (IJ) ([illegible]) Seller's Initials (JLP) (________)

C. **BROKERAGE:** Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as specified in this Agreement, in connection with any act relating to the Business, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this Agreement. Buyer and Seller each agree to indemnify and hold the other, the Brokers specified herein and their agents, harmless from and against any costs, expenses or liability for compensation claimed inconsistent with the warranty and representation in this paragraph.

27. **REPRESENTATIVE CAPACITY:** If one or more Parties is signing this Agreement in a representative capacity and not for him/herself as an individual then that Party shall so indicate in paragraph 45 or 46 and attach a Representative Capacity Signature Disclosure (C.A.R. Form RCSD). Wherever the signature or initials of the representative identified in the RCSD appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Party acting in a representative capacity (i) represents that the entity for which the party is acting already exists and (ii) shall Deliver to the other Party and Escrow Holder, within 3 Days After Acceptance, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code §18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

28. **JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:**

A. **The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder,** which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3, 4, 8B, 13, 14A, 17, 18, 20, 24, 25G, 27, 28, 36, 43, 44, 45, 46, and paragraph D of the section titled Real Estate Brokers on page 9. If a Copy of the separate compensation agreement(s) provided for in paragraph 26A, or paragraph D of the section titled Real Estate Brokers on page 9 is deposited with Escrow Holder by Broker, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder and will execute such provisions within the time specified in paragraph 4. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow.

B. A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within **3** Days After Acceptance (or ____________________________________). Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title company when received from Seller.

C. Brokers are a party to the escrow for the sole purpose of compensation pursuant to paragraph 26A and paragraph D of the section titled Real Estate Brokers on page 9. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 26A, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.

D. Upon receipt, Escrow Holder shall provide Seller and Seller's Broker verification of Buyer's deposit of funds pursuant to paragraph 3A and 3B. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify all Brokers: **(i)** if Buyer's initial or any additional deposit or down payment is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or **(ii)** if Buyer and Seller instruct Escrow Holder to cancel escrow.

E. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within **3** Days after mutual execution of the amendment.

29. **REMEDIES FOR BUYER'S BREACH OF CONTRACT:**

A. **Any clause added by the Parties specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase in violation of this Agreement shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code.**

B. **LIQUIDATED DAMAGES: If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. Buyer and Seller agree that this amount is a reasonable sum given that it is impractical or extremely difficult to establish the amount of damages that would actually be suffered by Seller in the event Buyer were to breach this Agreement.**

Buyer's Initials IJ / [illegible] Seller's Initials JLP / ________

30. **DISPUTE RESOLUTION:**

A. **MEDIATION:** The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action through the C.A.R. Real Estate Mediation Center for Consumers **(www.consumermediation.org)** or through any other mediation provider or service mutually agreed to by the Parties. The Parties **also agree to mediate any disputes or claims with Broker(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Broker.** Mediation fees, if any, shall be divided equally among the Parties involved. If, for any dispute or claim to which this paragraph applies, any Party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED. **Exclusions from this mediation agreement are specified in paragraph 30C.**

B. ARBITRATION OF DISPUTES:

The Parties agree that any dispute or claim in law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Broker(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience, unless the parties mutually agree to a different arbitrator. The Parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 30C.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials IJ / [signature] Seller's Initials JLP / ______

C. ADDITIONAL MEDIATION AND ARBITRATION TERMS:

(1) EXCLUSIONS: The following matters are excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; and (iii) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court.

(2) PRESERVATION OF ACTIONS: The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies; or (iii) the filing of a mechanic's lien.

(3) BROKERS: Brokers shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Broker(s) participating in mediation or arbitration shall not be deemed a party to this Agreement.

31. **ENVIRONMENTAL HAZARD CONSULTATION:** Buyer and Seller acknowledge: **(i)** Federal, state, and local legislation impose liability upon existing and former owners and users of real property, in applicable situations, for certain legislatively defined, environmentally hazardous substances; **(ii)** Broker(s) has/have made no representation concerning the applicability of any such Law to this transaction or to Buyer or to Seller, except as otherwise indicated in this Agreement; **(iii)** Broker(s) has/have made no representation concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Business; and **(iv)** Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Business.
32. **AMERICANS WITH DISABILITIES ACT:** The Americans With Disabilities Act ("ADA") prohibits discrimination against individuals with disabilities. The ADA affects almost all commercial facilities and public accommodations. Residential properties are not typically covered by the ADA, but may be governed by its provisions if used for certain purposes. The ADA can require, among other things, that buildings be made readily accessible to the disabled. Different requirements apply to new construction, alterations to existing buildings, and removal of barriers in existing buildings. Compliance with the ADA may require significant costs. Monetary and injunctive remedies may be incurred if the Business is not in compliance. A real estate broker does not have the technical expertise to determine whether a building is in compliance with ADA requirements, or to advise a principal on those requirements. Buyer and Seller are advised to contact an attorney, contractor, architect, engineer or other qualified professional of Buyer or Seller's own choosing to determine to what degree, if any, the ADA impacts that principal or this transaction.
33. **SELECTION OF SERVICE PROVIDERS:** Brokers do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Broker or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
34. **MULTIPLE LISTING SERVICE ("MLS"):** Brokers are authorized to report to the MLS a pending sale and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS.
35. **ATTORNEY FEES:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorneys fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 30A.
36. **ASSIGNMENT:** Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the separate written consent of Seller to a specified assignee. Such consent shall not be unreasonably withheld unless otherwise agreed in writing. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless otherwise agreed in writing by Seller (C.A.R. Form AOAA).

Buyer's Initials (IJ) ([signature]) Seller's Initials (JLP) (______)

Business Address: *2815 Taylor St., San Francisco, CA 94133* Date: *October 5, 2022*

37. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon, and inure to the benefit of, Buyer and Seller and their respective successors and assigns, except as otherwise provided herein.
38. **COPIES:** Seller and Buyer each represent that Copies of all reports, documents, certificates, approvals, and other documents that are furnished to the other are true, correct and unaltered Copies of the original documents, if the originals are in the possession of the furnishing party.
39. **RISK OF LOSS:** Any risk of loss to the Business shall be borne by Seller until ownership has been transferred to Buyer.
40. **DAMAGE OR DESTRUCTION:** If the Business or real property in which the Business is situated is destroyed or materially damaged prior to Close Of Escrow, then, on demand of Buyer, any deposit made by Buyer shall be returned to Buyer and this Agreement shall terminate.
41. **EQUAL OPPORTUNITY:** The Business is sold in compliance with federal, state and local anti-discrimination Laws.
42. **TERMS AND CONDITIONS OF OFFER:**
This is an offer to purchase the Property on the above terms and conditions. The liquidated damages paragraph or the arbitration of disputes paragraph is incorporated in this Agreement if initialed by all Parties or if incorporated by mutual agreement in a counter offer or addendum. If at least one but not all Parties initial, a counter offer is required until agreement is reached. Seller has the right to continue to offer the Business for sale and to accept any other offer at any time prior to notification of Acceptance. The Parties have read and acknowledge receipt of a Copy of the offer and agree to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing.
43. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as otherwise specified, this Agreement shall be interpreted and disputes shall be resolved in accordance with the Laws of the State of California. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**
44. **DEFINITIONS:** As used in this Agreement:
    - A. **"Acceptance"** means the time the offer or final counter offer is accepted in writing by a Party and is delivered to and personally received by the other Party or that Party's authorized agent in accordance with the terms of this offer or a final counter offer.
    - B. **"Agreement"** means this document and any counter offers and any incorporated addenda, collectively forming the binding agreement between the Parties. Addenda are incorporated only when Signed by all Parties.
    - C. **"C.A.R. Form"** means the most current version of the specific form referenced or another comparable form agreed to by the parties.
    - D. **"Close Of Escrow"**, including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded.
    - E. **"Copy"** means copy by any means including photocopy, NCR, facsimile and electronic.
    - F. **"Days"** means calendar days. However, after Acceptance, the last **Day** for performance of any act required by this Agreement (including Close Of Escrow) shall not include any Saturday, Sunday, or legal holiday and shall instead be the next Day.
    - G. **"Days After"** means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59 PM on the final day.
    - H. **"Days Prior"** means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.
    - I. **"Deliver", "Delivered" or "Delivery"**, unless otherwise specified in writing, means and shall be effective upon: personal receipt by Buyer or Seller or the individual Real Estate Licensee for that principal as specified in the section titled Real Estate Brokers on page10, regardless of the method used (i.e., messenger, mail, email, fax, other).
    - J. **"Electronic Copy" or "Electronic Signature"** means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
    - K. **"Law"** means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
    - M. **"Signed"** means either a handwritten or electronic signature on an original document, Copy or any counterpart.
45. **EXPIRATION OF OFFER:** This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless the offer is Signed by Seller and a Copy of the Signed offer is personally received by Buyer, or by ______________, who is authorized to receive it, by 5:00 PM on the third Day after this offer is signed by Buyer (or by ☐ ________ ☐ AM/ ☐ PM, on *October 9, 2022* (date)).

☐ One or more Buyers is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD) for additional terms.

Date 10/5/2022 BUYER Ihyun Jeoung

(Print name) *IHYUN JEOUNG*

Date 10/5/2022 BUYER [signature]

(Print name) *SUNG K KIM*

☐ Additional Signature Addendum attached (C.A.R. Form ASA).

Seller's Initials (JP) ( )

Business Address: *2815 Taylor St., San Francisco, CA 94133* Date: *October 5, 2022*

46. ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner of the Property, or has the authority to execute this Agreement. Seller accepts the above offer and agrees to sell the Property on the above terms and conditions. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to Deliver a Signed Copy to Buyer.

☐ (If checked) SELLER'S ACCEPTANCE IS **SUBJECT TO ATTACHED COUNTER OFFER (C.A.R. Form SCO or SMCO) DATED:** ______________.

☐ One or more Sellers is signing the Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD) for additional terms.

Date 10/6/2022 SELLER Jeffery L Pollack Jeffery L Pollack

(Print name) *The Pollack Group LTD*

Date ______ SELLER ______________________

(Print name) ______________________

☐ Additional Signature Addendum attached (C.A.R. Form ASA).

(____ / ____) **(Do not initial if making a counter offer.) CONFIRMATION OF ACCEPTANCE:** A Copy of Signed Acceptance was (Initials) personally received by Buyer or Buyer's authorized agent on (date) ______________ at ______ ☐ AM/ ☐ PM. **A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Confirmation of Acceptance has occurred.**

REAL ESTATE BROKERS:

A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.

B. Agency relationships are confirmed as stated in paragraph 2.

C. If specified in paragraph 3A(2), Agent who submitted the offer for Buyer acknowledges receipt of deposit.

D. COOPERATING BROKER COMPENSATION: Listing Broker agrees to pay Cooperating Broker (**Selling Firm**) and Cooperating Broker agrees to accept, out of Listing Broker's proceeds in escrow, the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Business is offered for sale or a reciprocal MLS. If Listing Broker and Cooperating Broker are not both Participants of the MLS, or a reciprocal MLS, in which the Business is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form CBC). Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.

Real Estate Broker (Selling Firm) ______________________ DRE Lic. # ______
By ______________________ DRE Lic. # ______ Date ______
By ______________________ DRE Lic. # ______ Date ______
Address ______________ City ______________ State ____ Zip ______
Telephone ______________ Fax ______________ E-mail ______________

Real Estate Broker (Listing Firm) ______________________ DRE Lic. # ______
By ______________________ DRE Lic. # ______ Date ______
By ______________________ DRE Lic. # ______ Date ______
Address ______________ City ______________ State ____ Zip ______
Telephone ______________ Fax ______________ E-mail ______________

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, ☐ a deposit in the amount of $ ______________), counter offer numbers ______________ ☐ Seller's Statement of Information and ______________, and agrees to act as Escrow Holder subject to paragraph 28 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised that the date of Confirmation of Acceptance of the Agreement as between Buyer and Seller is ______________

Escrow Holder ______________ Escrow # ______________
By ______________ Date ______________
Address ______________
Phone/Fax/E-mail ______________
Escrow Holder has the following license number # ______________
☐ Department of Financial Protection and Innovation, ☐ Department of Insurance, ☐ Bureau of Real Estate.

PRESENTATION OF OFFER: (______________) Listing Broker presented this offer to Seller on ______________ (date).
Broker or Designee Initials

REJECTION OF OFFER: (______) (______) No counter offer is being made. This offer was rejected by Seller on ______________ (date).
Seller's Initials

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REAL ESTATE BUSINESS SERVICES, LLC.
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525 South Virgil Avenue, Los Angeles, California 90020

Buyer's Acknowledge that page 10 if part of this Agreement (JJ) ([illegible])

DS DK DS SYY DS DS JP

EXHIBIT B

TENANT ESTOPPEL CERTIFICATES

[ATTACHMENT ON FOLLOWING PAGE]

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TENANT ESTOPPEL CERTIFICATE

The undersigned, The Pollack Group Ltd. is the tenant of a portion of the real property commonly known as Nick's Lighthouse located in San Francisco, California (the "**Property**"), and hereby certifies to **THE CITY AND COUNTY OF SAN FRANCISCO THROUGH THE SAN FRANCISCO PORT COMMISSION** ("**Port**") the following:

1. That there is presently in full force and effect a lease (as modified, assigned, supplemented and/or amended as set forth in paragraph 2 below, the "Lease") dated as of May 1, 1970 between the undersigned and Port, covering approximately 2,238 square feet of the Property (the "**Premises**").

2. That the Lease has not been modified, assigned, supplemented or amended except by:

See attached.

3. That the Lease represents the entire agreement between Port and the undersigned with respect to the Premises.

4. That the commencement date under the Lease was May 1, 1970 and the expiration date of said Lease is May 1, 2036.

5. That the present minimum monthly Base Rent which the undersigned is paying under the Lease is $2,955.88.

6. The security deposit held by Port under the terms of the Lease is $2,325.71 and Port holds no other deposit from Tenant for security or otherwise.

7. That the undersigned has accepted possession of the Premises and that, to the best of the undersigned's knowledge, any improvements required to be made by Port to the Premises by the terms of the Lease and all other conditions of the Lease to be satisfied by Port have been completed or satisfied to the satisfaction of the undersigned.

8. That, to the best of the undersigned's knowledge, the undersigned, as of the date set forth below, has no right or claim of deduction, charge, lien or offset against Port under the Lease or otherwise against the rents or other charges due or to become due pursuant to the terms of said Lease.

9. That, to the best of the undersigned's knowledge, Port is not in default or breach of the Lease, nor has Port committed an act or failed to act in such a manner, which, with the passage of time or notice or both, would result in a default or breach of the Lease by Port.

10. That, to the best of the undersigned's knowledge, the undersigned is not in default or in breach of the Lease, nor has the undersigned committed an act or failed to act in such a manner which, with the passage of time or notice or both, would result in a default or breach of the Lease by the undersigned.

11. The undersigned is not the subject of any pending bankruptcy, insolvency, debtor's relief, reorganization, receivership, or similar proceedings, nor the subject of a ruling with respect to any of the foregoing.

This Certificate shall be binding upon and inure to the benefit of the undersigned, Port and its successors and assigns.

Dated: November 21, 2022.

The .

DocuSigned by:
Jeffrey Pollack
45267012BD43409...

By: ____________________

Name: Jeffrey Pollack
Title: President

DS DK DS SKK DS DS JP

TENANT ESTOPPEL CERTIFICATE

The undersigned, Waldorf Ltd. is the tenant of a portion of the real property commonly known as Pier 45, Shed B, Space 1A located in San Francisco, California (the "**Property**"), and hereby certifies to **THE CITY AND COUNTY OF SAN FRANCISCO THROUGH THE SAN FRANCISCO PORT COMMISSION** ("**Port**") the following:

1. That there is presently in full force and effect a lease (as modified, assigned, supplemented and/or amended as set forth in paragraph 2 below, the "Lease") dated as of July 10, 2018, between the undersigned and Port, covering approximately 1572 square feet of the Property (the "**Premises**").

2. That the Lease has not been modified, assigned, supplemented or amended except by:

   None.

3. That the Lease represents the entire agreement between Port and the undersigned with respect to the Premises.

4. That the commencement date under the Lease was July 10, 2018 the expiration date of said Lease is July 10, 2023.

5. That the present minimum monthly Base Rent which the undersigned is paying under the Lease is $ 2,122.20.

6. The security deposit held by Port under the terms of the Lease is $$4244.40 and Port holds no other deposit from Tenant for security or otherwise.

7. That the undersigned has accepted possession of the Premises and that, to the best of the undersigned's knowledge, any improvements required to be made by Port to the Premises by the terms of the Lease and all other conditions of the Lease to be satisfied by Port have been completed or satisfied to the satisfaction of the undersigned.

8. That, to the best of the undersigned's knowledge, the undersigned, as of the date set forth below, has no right or claim of deduction, charge, lien or offset against Port under the Lease or otherwise against the rents or other charges due or to become due pursuant to the terms of said Lease.

9. That, to the best of the undersigned's knowledge, Port is not in default or breach of the Lease, nor has Port committed an act or failed to act in such a manner, which, with the passage of time or notice or both, would result in a default or breach of the Lease by Port.

10. That, to the best of the undersigned's knowledge, the undersigned is not in default or in breach of the Lease, nor has the undersigned committed an act or failed to act in such a manner which, with the passage of time or notice or both, would result in a default or breach of the Lease by the undersigned.

11. The undersigned is not the subject of any pending bankruptcy, insolvency, debtor's relief, reorganization, receivership, or similar proceedings, nor the subject of a ruling with respect to any of the foregoing.

This Certificate shall be binding upon and inure to the benefit of the undersigned, Port and its successors and assigns.

Dated: November 20, 2022.

Waldorf Ltd.

By: [signature]
Name: Jeffrey Pollack
Title: President

DS DK DS SLY DS JP

EXHIBIT 9

CHAPTER 28:

ADMINISTRATIVE DEBARMENT PROCEDURE

SEC. 28.0. FINDINGS.

(a) The Board of Supervisors finds that: (1) contracting with the City is an important municipal affair, and that the award of contracts to Contractors who fail to deal with the City in good faith compromises the integrity of the contracting process and results in the improper expenditure of public funds, and (2) the public contracting process is for the benefit of the public, not Contractors, and it serves the public interest to empower the City to Debar or Suspend a Contractor that has engaged in conduct that undermines the integrity of the public contracting process.

(b) The Board of Supervisors recognizes that the City must afford Contractors due process in any determination that precludes any individual or business entity from participating in the contracting process. This Chapter 28 does not apply to a determination of nonresponsibility for a single contract or identifiable group of contracts, but rather to the broader determination of irresponsibility of a Contractor for the general purpose of contracting with the City for a specified period. The Board of Supervisors therefore adopts this Chapter to prescribe standard procedures for the prosecution, determination, and implementation of administrative Debarments and Suspensions.

(Added by Ord. 8-04, File No. 031503, App. 1/16/2004; amended by Ord. 239-20, File No. 200896, App. 11/25/2020, Eff. 12/26/2020)

SEC. 28.1. DEFINITIONS.

The following definitions apply for only the purposes of this Chapter 28:

Affiliate. Any individual person or business entity related to a Contractor where such individual or business entity, directly or indirectly, controls or has the power to control the other, or where a third person controls or has the power to control both. Indicia of control include, but are not limited to: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees or a business entity organized following the Suspension, Debarment, bankruptcy, dissolution or reorganization of a person which has the same or similar management; and/or ownership or principal employee as the Contractor.

Charging Official. Any City department head or the President of any board or commission authorized to award or execute a contract under the Charter or the Administrative Code, the Mayor, the Controller, the City Administrator, the Director of Administrative Services, or the City Attorney. All Charging Officials are authorized to act on behalf of the City in prosecuting any administrative Debarment proceeding and in issuing an Order of Debarment or issuing an Order of Suspension under this Chapter 28.

City. The City and County of San Francisco.

Contractor. Any individual person, business entity, or organization that submits a qualification statement, proposal, bid, or grant request, or that contracts directly or indirectly with the City for the purpose of providing any goods or services or construction work to or for, or applies for or receives a grant from, the City including without limitation any Contractor, subcontractor, consultant, subconsultant or supplier at any tier, or grantee. The term "Contractor" shall include any responsible managing corporate officer, or responsible managing employee, or other owner or officer of a Contractor who has personal involvement and/or responsibility in seeking or obtaining a contract with the City or in supervising and/or performing the work prescribed by the contract or grant.

Day. A calendar day unless otherwise specified.

Debarment. The administrative determination against a Contractor declaring such Contractor irresponsible and disqualified from participating in the procurement process for contracts, or from entering into contracts, directly or indirectly, with or applying for or receiving grants or other benefits from the City for a period specified in the Debarment order.

Suspension. Ineligibility of a Contractor that is the subject of an arrest, indictment, or other criminal or civil charge by a governmental entity (federal, state or local), as specified in greater detail in Section 28.3(b) from participating in the procurement process for contracts or from entering into contracts directly or indirectly with, or applying for or receiving grants from, the City.

(Added by Ord. 8-04, File No. 031503, App. 1/16/2004; amended by Ord. 239-20, File No. 200896, App. 11/25/2020, Eff. 12/26/2020)

SEC. 28.2. DEBARMENT AND SUSPENSION AUTHORITY.

Notwithstanding any other provision of the Administrative Code, any Charging Official shall have authority to issue Orders of Debarment or Suspension against any Contractor in accordance with the procedures set forth in this Chapter 28.

(Added by Ord. 8-04, File No. 031503, App. 1/16/2004; amended by Ord. 239-20, File No. 200896, App. 11/25/2020, Eff. 12/26/2020)

SEC. 28.3. GROUNDS FOR DEBARMENT AND SUSPENSION.

(a) **Debarment.** A Charging Official shall issue an Order of Debarment for any Contractor who the hearing officer, based on evidence presented, finds to have engaged in any willful misconduct with respect to any City bid, request for qualifications, request for proposals, grant request, purchase order and/or contract, or grant award. Such willful misconduct may include, but need not be limited to the following: (1) submission of false information in response to an advertisement or invitation for bids or quotes, a request for qualifications, or a request for proposals; (2) failure to comply with the terms of a contract or with provisions of the Municipal Code; (3) a pattern and practice of disregarding or repudiating terms or conditions of City contracts or grants, including without limitation repeated unexcused delays and poor performance; (4) failure to abide by any rules and/or regulations adopted pursuant to the Municipal Code; (5) submission of false claims as defined in this

Administrative Code, Chapter 6, Article V, or Chapter 21, Section 21.35, or other applicable federal, state, or municipal false claims laws; (6) a verdict, judgment, settlement, stipulation, or plea agreement establishing the Contractor's violation of any civil or criminal law or regulation against any government entity relevant to the Contractor's ability or capacity honestly to perform under or comply with the terms and conditions of a City contract or grant; (7) an order, decision, verdict, judgment, settlement, stipulation, or plea agreement establishing the Contractor's intentional or willful violation of any civil or criminal law or regulation governing wages or unfair labor practices, including, but not limited to, violations under California Labor Code sections 98.1, 1771.1 and 1775, San Francisco Administrative Code Chapters 12P, 12R.4, 12W and 14, and 29 U.S.C. § 158(a); (8) collusion in obtaining award of any City contract or grant, or payment or approval thereunder; and/or (9) the offer or provision of any gift or money to a public official, if that public official is prohibited from accepting the gift or money by any law or regulation.

(b) **Suspension.** Any Charging Official may issue an Order of Suspension to a Contractor on the basis that the Contractor has been arrested or indicted, or become the subject of a criminal, civil or administrative complaint issued by a government entity, where the arrest or indictment, criminal, civil, or administrative complaint alleges that the Contractor has violated a civil or criminal law or regulation against any government entity relevant to the Contractor's ability or capacity honestly to perform under or comply with the terms and conditions of a City contract or grant including, but not limited to, the grounds for Debarment set forth in Section 28.3(a).

(Added by Ord. 8-04, File No. 031503, App. 1/16/2004; amended by Ord. 239-20, File No. 200896, App. 11/25/2020, Eff. 12/26/2020; Ord. 217-23, File No. 230705, App. 11/3/2023, Eff. 12/4/2023)

SEC. 28.4. INITIATING DEBARMENT PROCEEDINGS; COUNTS AND ALLEGATIONS.

(a) Any Charging Official may initiate an administrative Debarment proceeding by issuing Counts and Allegations. A Charging Official may issue Counts and Allegations against any Contractor relating to any matter consistent with the grounds for debarment as stated in Section 28.3(a). A Charging Official may issue Counts and Allegations regardless whether such Charging Official awarded, was responsible for, or was involved in any way with the underlying contract or circumstances leading to the Counts and Allegations.

(b) The Charging Official shall append to the Counts and Allegations a photocopy of this Chapter 28 of the Administrative Code. Failure to append this Chapter 28, however, shall not affect the force or validity of the Counts and Allegations.

(Added by Ord. 8-04, File No. 031503, App. 1/16/2004; amended by Ord. 239-20, File No. 200896, App. 11/25/2020, Eff. 12/26/2020)

SEC. 28.5. SERVICE OF THE COUNTS AND ALLEGATIONS OR SUSPENSION ORDER.

(a) **Debarment Counts and Allegations.** The Charging Official shall serve the Counts and Allegations on each named individual person or business entity in a manner ensuring confirmation of delivery. For example, the Charging Officer may achieve service by United States Postal Service certified mail, return receipt requested or with other delivery confirmation, hand delivery (messenger service), or other commercial delivery service that provides written confirmation of delivery.

The Charging Official shall also serve the Counts and Allegations on the Controller, City Administrator and the City Attorney.

(b) **Suspension Order.** The Charging Official shall serve the Suspension Order on the named Contractor in a manner ensuring confirmation of delivery. For example, the Charging Officer may achieve service by United States Postal Service certified mail, return receipt requested or with other delivery confirmation, hand delivery (messenger service), or other commercial delivery service that provides written confirmation of delivery.

The Charging Official shall also serve the Suspension Order on the Controller, City Administrator and the City Attorney.

(Added by Ord. 8-04, File No. 031503, App. 1/16/2004; amended by Ord. 239-20, File No. 200896, App. 11/25/2020, Eff. 12/26/2020)

SEC. 28.6. REQUEST FOR A HEARING.

(a) **Debarment Counts and Allegations.** Within 15 business days after receipt of the Counts and Allegations, the Contractor may submit a written request for an administrative hearing. The Contractor may make such request through counsel or other authorized representative. The Contractor shall file any such request with the Controller with copies to the Charging Official, the City Attorney, and the City Administrator.

(b) **Order of Suspension.** At any time during a period of Suspension, a suspended Contractor may submit a written request to the Charging Official requesting the official to lift the Order of Suspension on the grounds that the Contractor's alleged conduct does not meet the legal requirement for Suspension, or based on facts or circumstances unknown to the Charging Official, or based on new facts, circumstances, or law. The Charging Official shall provide a written response within 14 Days. If the Charging Official's written response declines to lift the Order of Suspension, or the Charging Official fails to provide a written response within 14 Days, the suspended Contractor may submit in writing within 7 Days a request for an administrative hearing. The suspended Contractor may make such request through counsel or other authorized representative. The suspended Contractor shall file any such request with the Controller with copies to the Charging Official, the City Administrator, and the City Attorney.

(Added by Ord. 8-04, File No. 031503, App. 1/16/2004; amended by Ord. 239-20, File No. 200896, App. 11/25/2020, Eff. 12/26/2020)

SEC. 28.7. FAILURE TO REQUEST A HEARING OR TO APPEAR.

Failure of the Contractor to submit to the City a written request to be heard within the time required by this Chapter 28, or failure of the Contractor or the Contractor's representative to appear for a requested hearing that has been duly noticed, shall be deemed admission by the Contractor to the Counts and Allegations.

(Added by Ord. 8-04, File No. 031503, App. 1/16/2004; amended by Ord. 239-20, File No. 200896, App. 11/25/2020, Eff. 12/26/2020)

SEC. 28.8. APPOINTMENT OF THE HEARING OFFICER.

(a) A Charging Official shall request either the Controller or the City Administrator ("City Representative") to appoint a hearing officer for any Debarment or Suspension proceeding. If either the Controller or the City Administrator is the Charging Official, then that City Representative shall request the other to appoint the hearing officer.

(b) Within 14 Days of the Charging Official's request, the City Representative shall appoint a hearing officer and notify the Contractor and the Charging Official of the appointment. The appointed hearing officer shall be an attorney licensed to practice in California, with not less than five years experience. The notice of appointment shall include the name of the hearing officer. The Contractor or the Charging Official may object to the appointed hearing officer within five business days of the notification. If the City Representative, at the City Representative's sole discretion, appoints a new hearing officer, then the City Representative shall notify the Contractor and the Charging Official as soon as practicable but not more than 14 Days after receipt of the objection.

(Added by Ord. 8-04, File No. 031503, App. 1/16/2004; amended by Ord. 239-20, File No. 200896, App. 11/25/2020, Eff. 12/26/2020)

SEC. 28.9. PRE-HEARING PROCEDURE.

(a) Within 14 Days of appointment, the hearing officer shall notify each Contractor named in the Counts and Allegations or Suspension Order and the Charging tt[1] Official, the Controller, the City Administrator and the City Attorney of the scheduled hearing date. The hearing date shall be set at the hearing officer's sole discretion except, for a Debarment hearing, the hearing must commence within 120 Days of the date the Charging Official served the Counts and Allegations; a Suspension hearing must commence within 30 Days of the date the Suspended Contractor requested a hearing pursuant to Section 28.6(b) [1] The hearing officer may extend the deadline for holding a hearing only upon good cause shown; proceeding as expeditiously as possible is in the public's best interests.

(b) Discovery pursuant to the California Code of Civil Procedure is not applicable to this administrative debarment or suspension procedure.

(c) The hearing officer shall have the sole discretionary authority to direct any named Contractor and the ccCharging[1] Official to submit in advance of the hearing statements, legal analyses, lists of witnesses, exhibits, documents or any other information the hearing officer deems pertinent. The hearing officer may request the respective parties to submit rebuttals to such information. The hearing officer may limit the length, scope, or content of any such statement, analysis, list, rebuttal, document, or other requested information. The hearing officer shall set firm due dates for all written presentations.

(d) If the hearing officer determines, with the written agreement of each named Contractor and the Charging Official, that the hearing shall be by written presentation, all final writings shall be due no later than 120 Days of the date the Charging Official served the Counts and Allegations or Order of Suspension.

(Added by Ord. 8-04, File No. 031503, App. 1/16/2004; amended by Ord. 239-20, File No. 200896, App. 11/25/2020, Eff. 12/26/2020)

CODIFICATION NOTE

1. So in Ord. 239-20.

SEC. 28.10. HEARINGS AND DETERMINATIONS.

(a) Hearings may occur in person, on an electronic meeting platform if deemed necessary by the hearing officer, or in writing, as set forth in the foregoing Section 28.09. [1] If the hearing is to occur in person or on an electronic meeting platform, the hearing officer shall specify the time and place for the Charging Official to present the case and for the Contractor to rebut the charges. The hearing officer shall have the sole discretion to allow offers of proof, set time limitations, and limit the scope of evidence presented based on relevancy.

(b) The Charging Official shall present evidence in support of the Debarment or Suspension to the hearing officer. The Contractor may present evidence in defense and/or mitigation. Each side shall be entitled to call witnesses, and the hearing officer may allow cross-examination of witnesses. The hearing officer may ask questions of any party.

(c) The hearing officer shall consider the evidence submitted by the Charging Official and the Contractor. Within 14 Days of the hearing, or of the date final written presentations are due, the hearing officer shall issue Findings and a Decision. The hearing officer shall serve the Findings and Decision on the Charging Official, the named Contractor(s), and/or their respective counsels or authorized representatives, and shall submit the same to the Controller, City Administrator, and City Attorney.

(d) If the hearing officer finds that the named Contractor has committed willful misconduct as described in Section 28.3 and orders a term of Debarment, the Charging Official shall issue an Order of Debarment consistent with the hearing officer's decision. The Charging Official shall serve the Order on each named Contractor, their counsel or authorized representative, if any, the City Attorney, the City Administrator, and the Controller. An

Order of Debarment under this Chapter 28 shall be the final administrative determination by the City in the matter.

(e) For a Suspended Contractor, the hearing officer may consider evidence and argument by the Contractor to support its assertion that the City should terminate the Order of Suspension, provided that the Charging Official shall be entitled to offer evidence and argument in opposition to the Contractor's assertion. If the Contractor establishes that the underlying basis of the Order of Suspension has been finally resolved without a verdict, judgment, settlement agreement or plea agreement against the Contractor, the hearing officer shall terminate the Order of Suspension. An Order of Suspension upheld by a hearing officer under this Chapter shall be the final administrative determination by the City in the matter. Any termination of an Order of Suspension shall not preclude a Charging Officer from initiating Debarment proceedings against the Contractor based on the underlying conduct of the Suspension Order pursuant to section 28.4 following termination of the Order of Suspension.

(Added by Ord. 8-04, File No. 031503, App. 1/16/2004; amended by Ord. 239-20, File No. 200896, App. 11/25/2020, Eff. 12/26/2020)

CODIFICATION NOTE

1. So in Ord. 239-20.

SEC. 28.11. TERM AND EFFECT OF ADMINISTRATIVE DEBARMENT OR ORDER OF SUSPENSION; VIOLATION OF ORDER.

(a) An Order of Debarment shall provide for a term of Debarment not to exceed five years from the date of the Order. An Order of Suspension shall remain in effect until the Contractor establishes to the Charging Officer or the City Administrator that the underlying basis of the Order of Suspension has been finally resolved without a verdict, judgment, or plea agreement against Contractor.

(b) At any time during the pendency of an Order of Suspension, the City may initiate debarment proceedings against the Contractor. If the City suspends and later debars a Contractor for the same underlying conduct, the period of Suspension shall count towards the period of Debarment.

(c) An Order of Debarment or Suspension shall prohibit any named Contractor and the Contractor's affiliates from participating in any contract or grant at any tier, directly or indirectly, with or for the City; any Contractor and the Contractor's affiliates named in an Order of Debarment shall be deemed irresponsible and disqualified for the purposes of all City contracts and grants. Upon such Order, any department head, board, or commission may cancel any existing contract or grant with a Suspended or Debarred Contractor or direct the cancellation of an existing subcontract to which a Suspended Debarred Contractor[1] is a party. In the event of such cancellation, the Suspended or Debarred Contractor's recovery under the contract or grant shall be limited to compensation for work satisfactorily completed as of the date of cancellation.

(d) Administrative Debarment shall neither exclude nor preclude any other administrative or legal action taken by the City against the Contractor.

(e) Violation of an Order of Suspension or Debarment, such as by submission of a proposal, bid or sub-bid or grant request, during the Suspension or Debarment period, may be considered a false claim as provided in this Administrative Code and the California Government Code.

(Added by Ord. 8-04, File No. 031503, App. 1/16/2004; redesignated and amended by Ord. 239-20, File No. 200896, App. 11/25/2020, Eff. 12/26/2020)

CODIFICATION NOTE

1. So in Ord. 239-20.

SEC. 28.12. PUBLICATION AND REPORTS OF DEBARMENT OR SUSPENSION.

Any Order of Debarment or Suspension issued under this Chapter 28 shall be a public record. The Controller shall maintain and publish on the City's Internet website a current list of Contractors subject to Orders of Debarment or Suspension and the expiration dates for the respective debarment terms. The Controller shall submit a semi-annual report to the Clerk of the Board of Supervisors that includes (a) the Contractors then subject to an Order of Debarment or Suspension and the expiration dates for the respective debarment terms; (b) the status of any pending debarment or suspension matters; and (c) any Order of Debarment or Suspension received by the Controller since the date of the last report.

(Added by Ord. 8-04, File No. 031503, App. 1/16/2004; redesignated and amended by Ord. 239-20, File No. 200896, App. 11/25/2020, Eff. 12/26/2020)

(Former Sec. 28.12 added by Ord. 8-04, File No. 031503, App. 1/16/2004; redesignated as Sec. 28.11 by Ord. 239-20, File No. 200896, App. 11/25/2020, Eff. 12/26/2020)

SEC. 28.13. [REDESIGNATED.]

(Former Sec. 28.13 added by Ord. 8-04, File No. 031503, App. 1/16/2004; redesignated as Sec. 28.12 by Ord. 239-20, File No. 200896, App. 11/25/2020, Eff. 12/26/2020)

EXHIBIT 10

CUSHMAN & WAKEFIELD

Heather Trimble
Senior Associate
Lic. 02041605

425 Market Street
Suite 2300
San Francisco, CA 94105
Tel +1 299 6683
heather.trimble@cushwake.com

July 14, 2023

Sandra Oberle
Port of San Francisco
Pier 1
San Francisco, CA 94111

Re: Proposed LOI for James Paik
Pier 33 ½
San Francisco, CA 94111

Dear Sandra:

Please find the below proposal on behalf of James Paik. The following are the terms and conditions that James Paik ("Tenant") would consider entering into a Lease with the Port of San Francisco ("Landlord")

Landlord Name: Port of San Francisco

Tenant: James Paik

Trade Name: Butterfly Sushi Boat

Premises: Approximately 4,918 rentable square feet on the Ground Floor of Pier 33 ½, San Francisco CA. Tenant shall also have the right to the storage directly outside the Premises located within the Pier 33 Garage.

Delivery of the Premises: Upon execution of a Lease by both parties.

Term: Ten (10) years.

Monthly Base Rent:

Year 1:	$17,000.00
Year 2:	$17,340.00
Year 3:	$17,686.80
Year 4:	$18,040.54

Beginning year 5 and annually thereafter, the rent shall increase by two percent (2%).

Percentage Rent: None.

Option: Tenant shall have two (2) five (5) year options to renew its lease with notice to the Landlord no earlier than nine (9) months' notice and no later than six (6) months, at the then Fair Market Value (FMV) however, in no event shall the rent be less than two percent (2%) above the rent paid in the last month of the previous term. Such option shall be personal to the Tenant.

Rent Commencement: The earlier of i) Two Hundred Seventy (270) days after delivery of construction permits or ii) Tenant opening for business. Tenant shall apply for construction permits no later than One (1) month from the Delivery of Premises.

Permitted Use: The space may be occupied and used for a sushi style restaurant. Permitted Use to be further defined in the Lease.

Operating Expenses: Tenant shall pay its proportionate share of the San Francisco Port Tax. The SF Port Tax is estimated to be $___ per square foot for 2023. Landlord to provide the estimated tax.

Utilities: Tenant shall contract and pay its own utilities, including; electrical, gas, janitorial, refuse, and telecom.

Hours of Operation: Tenant reserves the right to set hours of operation provided that the minimum hours of operation shall be 11:00 am – 5:00 pm Monday-Sunday, except for nationally recognized holidays.

Signage/ Storefront: Tenant shall be permitted to install maximum allowable exterior and interior signage on and in the Premises, subject to all local and historic ordinances and laws and Landlord's prior written approval.

Tenant maintenance: Tenant shall maintain in good condition all interior surfaces, FF&E, and utility systems within the Premises as well as its storefront, and signage.

Landlord's Work: Tenant shall accept the Premises in its current "as-is" condition. Landlord shall deliver to Tenant, a Tenant Improvement Allowance in the amount of $950,000.00. The Tenant Improvement Allowance shall be paid out upon completion of work by Tenant and with a certificate of completion. Landlord shall pay all Allowances upon the receipt of Tenant's certificate of occupancy.

Tenant Improvements: Tenant may construct its store design within the Premises. Tenant shall undertake to perform its work in a timely, workmanlike manner, including installing fire sprinklers and reallocating the plumbing to connect to the City Sewer line along the Embarcadero. With prior

Landlord approval on all improvements, Tenant shall obtain approval from ownership, use licensed contractors, and obtain all necessary permits.

Security Deposit: $20,000.00 paid upon lease execution.

Brokerage: Landlord and Tenant agree that no other brokers were involved in this transaction other than Cushman & Wakefield representing the Landlord. Brokerage commission shall be paid by Landlord per separate agreement.

Non-Binding Agreement: This proposal is for discussion purposes only and is not to be binding upon either party. The parties shall only be bound by a fully executed and delivered Lease Amendment and Renewal.

EXCEPT WITH REGARD TO THE CONFIDENTIALITY PROVISION SET FORTH BELOW, THIS LEASE PROPOSAL DOES NOT CONSTITUTE A BINDING AGREEMENT BY ANY PARTY, BUT IS INTENDED SOLELY TO SPECIFY SOME OF THE PROPOSED TERMS AND CONDITIONS OF THE TRANSACTION. NEITHER PARTY MAY CLAIM ANY LEGAL RIGHTS, NEITHER AGAINST THE OTHER BY REASON OF THE SIGNING OF THIS LEASE PROPOSAL NOR BY TAKING ANY ACTION IN RELIANCE THEREON. EACH PARTY UNDERSTANDS THAT NO PARTY SHALL HAVE ANY LEGAL OBLIGATIONS TO THE OTHER, UNLESS AND UNTIL ALL OF THE TERMS AND CONDITIONS OF THE PROPOSED TRANSACTION HAVE BEEN NEGOTIATED AND AGREED BY ALL PARTIES IN AN EXECUTED LEASE AGREEMENT OR OTHER WRITTEN DOCUMENT. IN CONNECTION WITH THE FOREGOING, EACH OF LANDLORD AND TENANT ACKNOWLEDGE AND AGREE THAT (I) THIS LEASE PROPOSAL SHALL NOT CONSTITUTE AN AGREEMENT TO NEGOTIATE, (II) THIS LEASE PROPOSAL CONSTITUTES SOLELY AN OUTLINE OF THE TERMS OF NEGOTIATION, (III) THEY ARE PROCEEDING WITH NEGOTIATIONS RELATED TO THE PROPOSED TRANSACTION AT THEIR SOLE COST AND EXPENSE (WHICH MAY INVOLVE SUBSTANTIAL TRANSACTION COSTS), AND (IV) EITHER PARTY MAY TERMINATE NEGOTIATIONS FOR ANY REASON AT ANY TIME, WITHOUT ANY LIABILITY OR OBLIGATION WHATSOEVER. FURTHER, TENANT ACKNOWLEDGES THAT THE EXECUTION OF THIS LEASE PROPOSAL BY LANDLORD DOES NOT IN ANY WAY PROHIBIT OR LIMIT LANDLORD'S RIGHT TO MARKET AND/OR SHOW THE PREMISES (OR ANY APPLICABLE PORTION THEREOF) TO ANY OTHER PARTY (OR PARTIES) LANDLORD DESIRES, OR TO NEGOTIATE AND/OR CONSUMMATE A LEASE TRANSACTION FOR THE PREMISES (OR ANY APPLICABLE PORTION THEREOF) WITH ANY PARTY (OR PARTIES) LANDLORD SO DESIRES, UPON ANY TERMS LANDLORD SO DESIRES.

The undersigned and Tenant acknowledge and agree that all correspondence (including this lease proposal) and all communication between Landlord, Tenant, the undersigned and/or their respective brokers and/or agents concerning information which may ultimately become or becomes part of the Lease is confidential information (collectively, the "Confidential Information"). Whether or not the Lease is ultimately consummated, the undersigned and Tenant shall keep the Confidential Information strictly confidential and shall not disclose the

Confidential Information to any person or entity other than Tenant's financial, legal, and space planning consultants.

Sincerely,

Cushman & Wakefield, U.S. Inc. 01880493

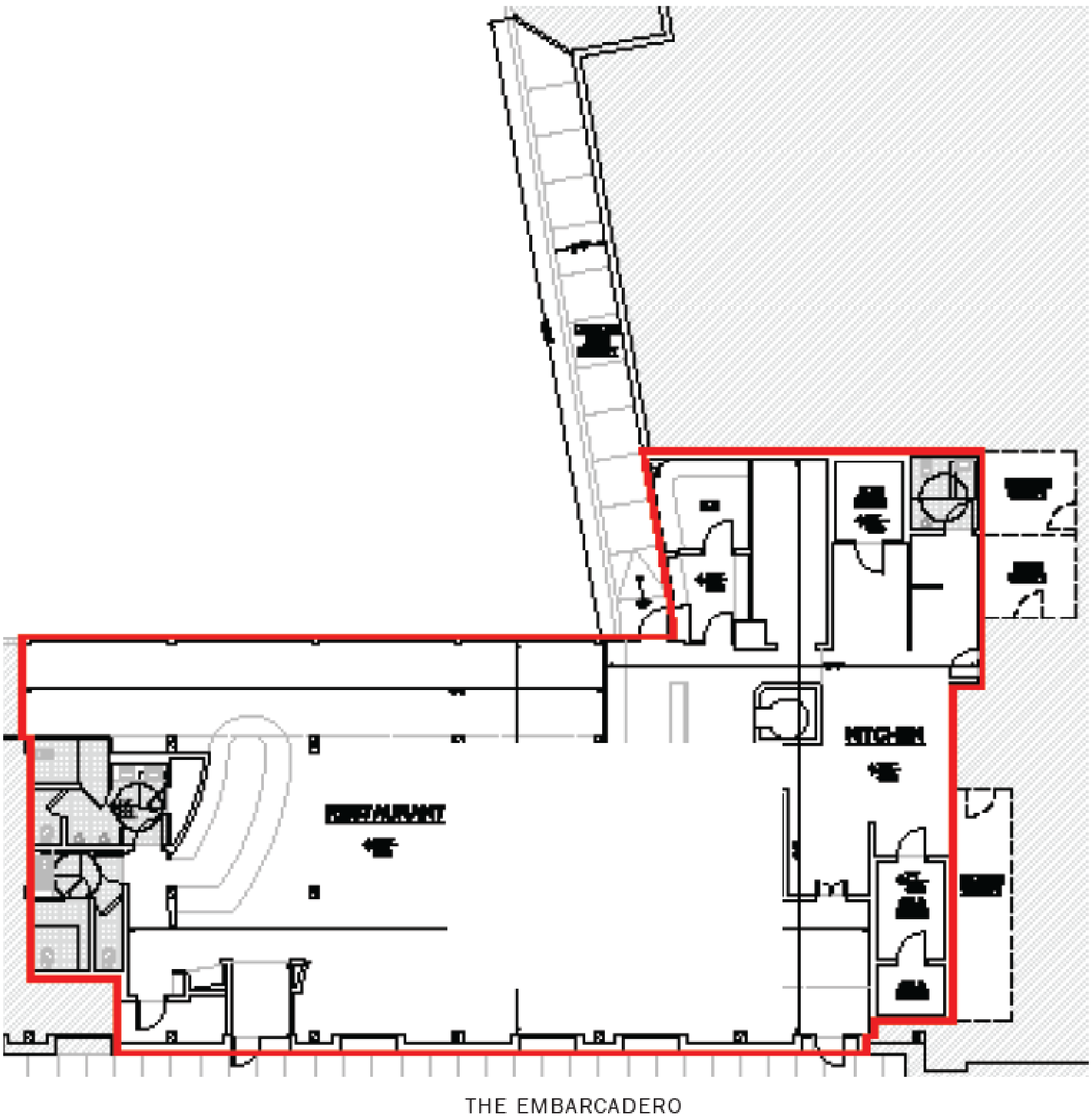
Heather Trimble
CA License 02041605

cc:

ACCEPTED AND APPROVED:

Port of San Francisco	**James Paik**
"Landlord"	***"Tenant"***
By: ____________________	**By:** Paik
Its: ____________________	**Its:** Owner
Date: ____________________	**Date:** 7/14/2023

EXHIBIT A



PROOF OF SERVICE

I, ERIC WALL, declare as follows:

I am a citizen of the United States, over the age of eighteen years and not a party to the above-entitled action. I am employed at the City Attorney's Office of San Francisco, Fox Plaza Building, 1390 Market Street, Seventh Floor, San Francisco, CA 94102.

On May 23, 2024, I served the following document(s) pursuant to San Francisco Administrative Code section 28.5:

ORDER OF SUSPENSION BY THE EXECUTIVE DIRECTOR OF THE PORT OF SAN FRANCISCO AND CITY ATTORNEY UNDER SAN FRANCISCO ADMINISTRATIVE CODE CHAPTER 28

EXHIBITS IN SUPPORT OF ORDER OF SUSPENSION

on the following persons at the locations specified:

Min "James" Paik 2886 Geary Blvd., Apt. 3 San Francisco, CA 94118 Email: jamespaik7@gmail.com ***Via Certified Mail and Electronic Mail***	Hye Paik 2886 Geary Blvd., Apt. 3 San Francisco, CA 94118 ***Via Certified Mail***
Ihyun Jeoung 3480 Granada Ave., Apt. 198 Santa Clara, CA 95051 ***Via Certified Mail***	Sung Ki Kim 1015 Reed Avenue Sunnyvale, CA 94086 ***Via Certified Mail***
Wharf777.Inc. Attn: Min Ki Paik Agent for Service of Process 2815 Taylor Street San Francisco, CA 94133 ***Via Certified Mail***	Uri Food, Inc. Attn: Min Ki Paik Agent for Service of Process 1010 E. El Camino Real Sunnyvale, CA 94087 ***Via Certified Mail***
Ihyun Jeoung and Sung Kim, dba Nick's Lighthouse 2815 Taylor Street San Francisco, CA 94133 ***Via Certified Mail***	David Chiu Yvonne Meré Keslie Stewart Office of City Attorney David Chiu 1 Dr. Carlton B. Goodlett Place, Room 234 San Francisco, CA 94102-4604 Email: cityattorney@sfcityatty.org yvonne.mere@sfcityatty.org keslie.stewart@sfcityatty.org ***Via Electronic Mail***

Michelle Sexton Office of City Attorney David Chiu Pier 1, The Embarcadero, Port of San Francisco San Francisco, CA 94111 Email: michelle.sexton@sfcityatty.org ***Via Electronic Mail***	Carmen Chu, City Administrator City and County of San Francisco City Hall, Room 362 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102 Email: carmen.chu@sfgov.org ***Via Electronic Mail***
Greg Wagner Controller City and County of San Francisco City Hall, Room 316 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102 Email: greg.wagner@sfgov.org ***Via Electronic Mail***	

in the manner indicated below:

☒ **BY CERTIFIED MAIL**: Following ordinary business practices, I sealed true and correct copies of the above documents in addressed envelope(s) and placed them at my workplace for collection and mailing with the United States Postal Service. I am readily familiar with the practices of the San Francisco City Attorney's Office for collecting and processing mail. I caused each such envelope, with certified mail postage thereon fully prepaid, to be sealed and placed in a recognized place of deposit of the U.S. Mail in San Francisco, California, for collection and mailing to the addresses(s) on the date indicated, with return receipt requested.

☒ **BY ELECTRONIC MAIL:** I caused the documents to be sent to the person(s) at the electronic service address(es) listed above. Such document(s) were transmitted *via* electronic mail from the electronic address: **eric.wall@sfcityatty.org** ☒ in portable document format ("PDF") Adobe Acrobat.

I declare under penalty of perjury pursuant to the laws of the State of California that the foregoing is true and correct.

Executed on May 23, 2024, at San Francisco, California.

____

ERIC WALL