

STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

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Oct 14 2020

APPEAL FROM CHARLESTON COUNTY

Court of Common Pleas

Hon. Mikell R. Scarborough, Master-In-Equity Judge

Appellate Case No. 2020-000029

(formerly 2017-CP-10-3705)

SC Court of Appeals

RECEIVED

Jun 11 2021

SC Court of Appeals

HO DONG LEE,

Appellant,

vs.

YONG WOOK PARK AND SUNNY KIM PARK,

Respondents.

RECORD ON APPEAL

Volume I of IV

October 13, 2020

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STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)
)
Ho Dong Lee)
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)
Plaintiff(s),)
)
-VS-)
)
Yong Wook Park, et al.)
)
Defendant(s),)
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)

IN THE COURT OF COMMON PLEAS
CASE NO: 2017-CP-10-3705

SCHEDULING ORDER

Pursuant to Rule 16 of the South Carolina Rules of Civil Procedure, the following schedule is established in this case based upon an in court and/or telephone conference.

All motions to amend the pleadings and to join additional parties shall be filed on or before

N/A
The plaintiff(s) must identify any experts on or before Feb 15, 2019

The defendant(s) must identify any experts on or before Feb 22, 2019

Discovery shall be completed on or before March 15, 2019
All discovery requests must be served in time for the response thereto to be served within this deadline.

All dispositive motions shall be filed on or before April 12
a. otherwise the parties agree any untimely motions shall be waived

The parties shall mediate this case with Brantt Shelburne Esq on or before April 5, 2019
The mediator shall submit his written report to the court within 10 days of mediation.

This case is set for pre-trial hearing and all outstanding motions on April 29, 2019 @ 10 AM

The party shall come to the pre-trial hearing with a pre-trial brief to be exchanged, a list of witnesses and a good faith estimate of time for trial.

Upon completion of all steps noted above, the matter shall be set for a day certain trial. (usually 30-60 days)

0. This order may not be amended except by order of the Honorable Mikell R. Scarborough, Master-In-Equity for Charleston County.

IT IS SO ORDERED.

February 4, 2019
Charleston, SC

Brantt Shelburne Esq

Mikell R. Scarborough
Master-In-Equity

STATE OF SOUTH CAROLINA	)	
	)	BEFORE THE MASTER-IN-EQUITY
COUNTY OF CHARLESTON	)	
HO DONG LEE,	)	
	)	Case No.: 2017-CP-10-3705
Plaintiff,	)	
	)	
vs.	)	ORDER GRANTING DEFENDANTS'
	)	MOTION FOR SUMMARY JUDGMENT
YONG WOOK PARK and SUNNY KIM	)	
PARK,	)	
	)	
Defendants.	)	
	)	
	)	

This matter came before the Court on a Motion for Summary Judgment filed by Defendants Yong Wook Park ("Park") and Sunny Kim Park ("Ms. Park"). The Motion seeks summary judgment on each claim asserted by Plaintiff Ho Dong Lee ("Plaintiff" or "Lee") in the Complaint, which was initially filed on July 21, 2017. A hearing in the Motion was held May 15, 2019. Also, at Plaintiff's request, the Court allowed and reviewed additional post-hearing submissions by both parties.

After considering the entire record, including pleadings, affidavits and exhibits attached to the Motion and the materials submitted by Plaintiff, as well as the arguments presented by counsel at the hearing, the Court finds that there are no genuine issues of material fact as to any of Plaintiff's claims and Defendants are entitled to judgment as a matter of law. For the reasons set forth more fully below, Defendants' Motion for Summary Judgment is therefore **GRANTED**.

STANDARD OF REVIEW

Rule 56(e), SCRCP provides that an adverse party may not rely on the mere allegations in his pleadings to withstand a summary judgment motion, but must set forth specific facts showing

there is a genuine issue for trial. *Strickland v. Madden*, 323 S.C. 63, 67–68, 448 S.E.2d 581, 584 (Ct. App. 1994). It is established that “[t]he plain language of Rule 56(c) mandates the entry of summary judgment [. . .] against a party who fails to make a showing sufficient to establish the existence of an element essential to the party’s case, and on which that party will bear the burden of proof.” *Hansson v. Scalise Builders of S.C.*, 374 S.C. 352, 357, 650 S.E.2d 68, 71 (2007). Summary judgment is appropriate when it is clear that there is no genuine issue of material fact and that the moving party is entitled to a judgment as a matter of law. *Cafe Assocs., Ltd. v. Gerngross*, 305 S.C. 6, 9, 406 S.E.2d 162, 164 (1991).

FINDINGS OF FACT

This matter involves a business dispute among family members who immigrated to the United States from South Korea.¹ After Lee and Park purchased several properties and operated several restaurant businesses as co-owners, the decision was made to end the business partnership. To accomplish this goal, each party obtained legal counsel and negotiated a mutually acceptable division of the assets and debts of the businesses. *See, e.g., to Defs. Reply. at Ex. B.*

The intended division was not a mathematical split, as Lee wanted to take full ownership of a single restaurant, Yokoso, Inc., and transfer the others to Park (along with all debts, liabilities, and obligations associated with the other businesses and properties). Park testified as follows regarding how this method of dividing up the business interests came about:

He told me, hey, Park, let’s keep the Yokoso, Inc., only. All the other company, let’s foreclose. And I say, no, I can’t. I don’t want to foreclose all the restaurant. And Mr. Lee request that. Then how about I want to keep Yokoso, Inc. and you keep the other restaurant. And he offer me. I said, okay. That’s what started.

See Park Dep. at 43:18-24.

¹ Lee is married to Park’s sister.

As noted above, although Park was to receive more than half of the total restaurants/assets, he would also undertake full responsibility for all of the corresponding debts and would be indemnifying Lee from those debts. The parties proceeded accordingly, working with their respective legal counsel to arrive at a final agreement.

On February 27, 2013, when the drafting process and negotiations with certain third-party lenders were concluded, Lee and Park signed an Agreement for Sale and Purchase (“Agreement”), implementing the negotiated terms of the division. *See Pl. Compl.* at Ex. A. In the Agreement, each party agreed that what each received was deemed to be “equal of value” and to be “fair and equitable.” *See Agreement* at ¶ 9. The Agreement included an “integration” clause, stipulating that neither party had made representations to the other regarding the transactions other than as stated within the Agreement itself. Specifically, this clause read as follows:

Each Party acknowledges that neither the other Party, nor any of his agents, employees, or anyone on his behalf, have made any representations, warranties, guaranties or promises with respect to the within transactions, transfers, entities, operations, locations, real property or personal property except as herein expressly set forth, and no rights, privileges, title, ownership or liability is acquired by either Party except as herein expressly set forth.

See Agreement at ¶ 17. Lee confirmed in his deposition that no representations regarding the value of the assets were made by either Defendant. *See Lee Dep.* at 88:14-89:2; 95:7-17; 105:13-19; 110:6-10. However, this admission undermined the primary allegation in Lee’s Complaint. *See, e.g., Pl. Compl.* at ¶¶ 8, 11, 12, 13, and 14.

Ultimately, the deal was something that both parties felt would be in the best interests of promoting family harmony. Although English is a second language for both Lee and for Park, each party had ample opportunity to review the Agreement, as the process of negotiating, drafting and

executing it took place over a number of months.² Plaintiff testified that he did not read the Agreement prior to signing it but that he “want[ed] to just sign it up fast, and hopefully everything works out well.”³ Prior to signing the Agreement on February 27, 2013, Lee believed that he had legal claims against Park that would support the filing of a lawsuit, but opted to sign the Agreement instead.⁴ Lee did not file his Complaint until July 21, 2017, almost 41 months later.

During the course of discovery in this case, Lee also alleged that Park opened three other restaurants that were not addressed in the Agreement. However, as Park explained in an Affidavit signed by Park, the Agreement was limited to businesses that were jointly owned by Lee and Park, and the claims in this lawsuit are based on the Agreement. *See, generally, Pl. Compl.* The record also reflects that Lee owned businesses in which Park was not involved. There is no evidence of an obligation that the parties had some form of exclusive business relationship requiring that they share ownership in all investments and assets that either of them owned. As noted above, Lee’s objective in 2013 was to become the owner of a single restaurant, Yokoso, Inc., which he achieved through the Agreement as drafted and signed.

At this time, which is more than six (6) years after the Agreement was signed, Lee has never pled any cause of action for equitable or legal relief seeking to be declared the owner or beneficiary of other assets or businesses other than those addressed within the Agreement. There are also no allegations that Lee did not receive the assets that were contractually assigned to him. He did receive the Yokoso restaurant, but later lost it to foreclosure. Following two years of

² The Agreement also included the following acknowledgment: “24. Right to Review and Legal Counsel. The Parties expressly acknowledge and agree that each has had the opportunity to review the Agreement, and to seek and receive legal advice for the same.” *See Agreement* at ¶ 24.

³ *Lee Dep.* at 107:18-23.

⁴ *Lee Dep.* at 69:18-71:23.

litigation and discovery in this case, Defendants' Motion for Summary Judgment is appropriate for review and resolution relating to the claims and defenses that have been asserted in this case.

CONCLUSIONS OF LAW

I. SUMMARY JUDGMENT IS GRANTED TO MS. PARK ON ALL CAUSES OF ACTION

In his Complaint, Lee includes claims against Ms. Park, but the only allegation specific to Ms. Park in the Complaint is that she "is the wife of [Park] and handled all of the financial affairs of the businesses, including but not limited to bookkeeping, accounting and management of business records." *See Pl. Compl.* at ¶¶ 6 and 20. In review of the record, summary judgment is proper in favor of Ms. Park on all claims, as there are no genuine issues of material fact and Ms. Park is entitled to judgment as a matter of law.

First, Ms. Park is not a signatory or party to the Agreement, nor was she a member of any of the limited liability companies involved with the Agreement. This undisputed fact precludes Plaintiff from suing Ms. Park for breach of contract, breach of contract accompanied by fraudulent act, or breach of the implied covenant of good faith and fair dealing, an allegation that is subsumed within Lee's claim for breach of contract.⁵ Secondly, Plaintiff has conceded that neither Defendant made any representations to him regarding the value of the assets prior to when the Agreement was signed, which had been the primary allegation in this case. This concession prevents Lee from asserting a claim for negligent misrepresentation. Finally, there can also be no viable claim for unjust enrichment against Ms. Park, as there is no evidence that Lee conveyed a benefit directly to

⁵ *See, e.g., RoTec Servs., Inc. v. Encompass Servs., Inc.*, 359 S.C. 467, 473, 597 S.E.2d 881, 884 (Ct. App. 2004) (concluding that the implied covenant of good faith and fair dealing is not an independent cause of action separate from a claim for breach of contract).

her, as would be required to support this cause of action. The Agreement conveyed assets and debts to Park, not to Ms. Park. *See, e.g., Agreement* at ¶¶ 3, 4, and 5. Even though Park and Ms. Park are married, Plaintiff must still adduce at least a scintilla of evidence of a claim directly against Ms. Park in order to survive summary judgment. On the record before the Court, Plaintiff has failed to make a showing to establish the existence of any claim against Ms. Park. Accordingly, summary judgment is **GRANTED** as to Plaintiff's claims against Ms. Park.

II. SUMMARY JUDGMENT IS ALSO GRANTED IN FAVOR OF PARK ON ALL CAUSES OF ACTION

Upon review of the record, the Court finds that summary judgment is granted in favor of Defendant as to all causes of action asserted by Plaintiff, which include claims for (a) breach of contract/breach of contract accompanied by a fraudulent act; (b) unjust enrichment; (c) negligent misrepresentation; and (d) breach of the covenant of good faith and fair dealing.

a. Plaintiff's Claim for Breach of Contract

There is no question of fact in the record to preclude summary judgment in favor of Defendant on Plaintiff's claim for breach of contract. Plaintiff fails to present any evidence to suggest that a breach of the Agreement occurred. The Agreement indicates that each party was making their own decision to enter the Agreement. There is nothing in the record to suggest that Plaintiff was denied access to any financial information prior to or at the time of the Agreement or, more importantly, that Park failed to perform any duty required by the terms of the Agreement. The parties are bound by the Agreement, which provides that Plaintiff and Park expressly agree and acknowledge that the Agreement contained the complete agreement of the parties. *See Agreement* at ¶ 17. The parties also stipulated that the division of assets was fair and equitable, which remains binding upon Lee even if he later regretted the deal that he struck. On the record

before the Court, there is no genuine issue of material fact suggesting that Park breached the terms of the Agreement in any way.

In addition to failing to present evidence that could indicate a breach, Plaintiff has failed to prove that he was damaged as a proximate result of any alleged breach. *See Fuller v. Eastern Fire & Casualty Ins. Co.*, 240 S.C. 75, 124 S.E.2d 602, 610 (1962) (holding that the burden is on the plaintiff to prove the existence of a binding contract, its breach, and damages suffered by the plaintiff a result of such breach). Taking the facts in the light most favorable to Plaintiff, Plaintiff has failed to identify a breach and, therefore, cannot show any damages arising from a non-existent breach. With regard to the allegation that Park also owned other restaurants, assuming these allegations as true for purposes of the Motion, there is no provision in the Agreement that would have prohibited Lee from opening other restaurants. Additionally, Park provided an affidavit explaining these issues that Lee did not challenge or refute. These facts preclude Lee's claim for breach of contract, as the record lacks evidence that Park ever breached the Agreement.

Although Lee alleges that he did not read or sufficiently understand the Agreement, this does not mean that Park has breached the Agreement. Lee did not assert a claim for rescission or mistake, but even if he had, the Court will not be at liberty in this case to rewrite the contract. *See Ellis v. Taylor*, 316 S.C. 245, 248, 449 S.E.2d 487, 488 (1994) (stating that "[t]he court's duty is to enforce the contract made by the parties regardless of its wisdom or folly, apparent unreasonableness, or the parties' failure to guard their rights carefully.") Furthermore, it is well-recognized in South Carolina that every contracting party owes a duty to the other party to the contract and to the public to learn the contents of a document before he signs it. *See J.B. Colt Co. v. Britt*, 129 S.C. 226, 123 S.E. 845 (1924). To the extent that Lee now wishes he had reviewed the Agreement more closely, this does not present any basis for a breach of contract claim against

Park. The Agreement follows the terms and conditions outlined by Plaintiff's counsel in a letter from his attorney. In light of the record, Plaintiff cannot prove the required element of damages. Summary judgment is hereby **GRANTED** in favor of Defendants as to Plaintiff's claim for breach of contract.

b. Plaintiff's Claim for Breach of Contract Accompanied by Fraudulent Act

Defendant is entitled to summary judgment as to Plaintiff's claims for breach of contract and breach of contract accompanied by fraudulent act. Plaintiff failed to submit proof of damages sustained as a result of any breach of contract. Therefore, the Court finds that Plaintiff has failed to demonstrate that a breach of contract has occurred or that Plaintiff was damaged as a proximate result of any alleged breach. As noted above, Lee has admitted that Park did not make misrepresentations regarding the value of the assets. Furthermore, there is no evidence in the record that provides any support for the allegation that Park committed any fraudulent act.

For the reasons that Plaintiff's claim for breach of contract fails as a matter of law, Plaintiff also fails to establish a claim for breach of contract accompanied by fraudulent act. *See RoTec Servs., Inc. v. Encompass Servs., Inc.*, 359 S.C. 467, 470, 597 S.E.2d 881, 883 (Ct. App. 2004) ("To maintain an action for breach of contract accompanied by a fraudulent act, a plaintiff must prove three elements: (1) a breach of contract; (2) fraudulent intent relating to the breaching of the contract and not merely to its making; and (3) a fraudulent act accompanying the breach."). Plaintiff failed to present evidence of financial records or expert testimony to create a question of fact as to the existence or amount of damages. *See, e.g., Gauld v. O'Shaughnessy Realty Co.*, 380 S.C. 548, 561, 671 S.E.2d 79, 86 (Ct. App. 2008) (affirming summary judgment in favor of defendant on breach of contract accompanied by fraudulent act claim where plaintiff failed to present evidence of existence or amount of damages). There is no proof of damages sustained by

Plaintiff other than Plaintiff's speculation. On this basis, summary judgment is hereby **GRANTED** in favor of Defendant as to the causes of action for breach of contract and breach of contract accompanied by fraudulent act.

c. Unjust Enrichment Claim

Defendants are entitled to summary judgment as to Plaintiff's claim for unjust enrichment. Plaintiff failed to demonstrate a question of fact as to the elements of a claim for unjust enrichment. Absent an express contract, recovery under quantum meruit is based on quasi-contract, the elements of which are: (1) a benefit conferred upon the defendant by the plaintiff; (2) realization of that benefit by the defendant; and (3) retention by the defendant of the benefit under conditions that make it unjust for him to retain it without paying its value. *See Columbia Wholesale Co. v. Scudder May N.V.*, 312 S.C. 259, 261, 440 S.E.2d 129, 130 (1994). There is no dispute as to the existence of the express contract addressing the division of assets and debts. The cause of action is not pled in the alternative, but rather alleges that the express contract has resulted in unjust enrichment. Under South Carolina law, Plaintiff cannot recover under an implied contract theory where Plaintiff and Park each performed under the express contract which has not been abandoned or rescinded. It is not unjust for Park to retain the very benefit that Lee promised and agreed that Park would retain. *See Gibson v. Epting*, 426 S.C. 346, 356, 827 S.E.2d 178, 183 (Ct. App. 2019) ("A party cannot disavow a binding contract and pursue quantum meruit, no matter how green the grass of equity may seem), *citing Swanson v. Stratos*, 350 S.C. 116, 122, 564 S.E.2d 117, 120 (Ct. App. 2002). For these reasons, summary judgment is hereby **GRANTED** in favor of Defendant as to Plaintiff's claim for unjust enrichment.

d. Negligent Misrepresentation Claim

Summary judgment is also proper as to Plaintiff's claim for negligent misrepresentation. In his deposition, Plaintiff conceded that Park made no representations regarding the value of the assets prior to signing the Agreement, after having repeatedly alleged in the Complaint and in discovery responses that Park had made such representations.⁶ This admission entitles Defendant to summary judgment as to the negligent misrepresentation claim. A plaintiff in a negligent misrepresentation action must prove that a defendant made a false representation, which Lee has not done here. *See Brown v. Stewart*, 348 S.C. 33, 42, 557 S.E.2d 676, 681 (Ct. App. 2001). In addition to the undisputed fact that Defendant made no representation to Plaintiff regarding the value of the assets, Plaintiff also fails to establish the other elements necessary to a negligent misrepresentation claim. The facts in this case demonstrate that Plaintiff was represented by legal counsel during the negotiation of the Agreement. Also, Plaintiff cannot have relied to his detriment on an alleged misrepresentation that he ultimately admits was never made. Accordingly, summary judgment is hereby **GRANTED** as to Plaintiff's claim for negligent misrepresentation.

e. Breach of the Covenant of Good Faith and Fair Dealing Claim⁷

Plaintiff failed to demonstrate any conduct by Defendant that would violate the covenant of good faith and fair dealing. Factually, Plaintiff's contention is that his inability to read, speak, and understand the English language is at the heart of the fairness argument.⁸ Plaintiff testified that he did not read the Agreement prior to signing it. The Court finds, however, that Plaintiff was

⁶ *Lee Dep.* at 88:14-89:2; 95:7-17; 105:13-19; 110:6-10.

⁷ Although this cause of action is not actually independent from the cause of action for breach of contract, the Court addresses it separately in order to track Plaintiff's allegations and claims in the same manner as they are set forth in the Complaint.

⁸ *Lee Dep.* at 107:9-23.

represented by counsel during negotiation of the agreement and had the services of an interpreter during these negotiations.

The contract largely splits up the debt between the two parties. Paragraph 24 of the Agreement includes a reference to each party having had the “opportunity to review the Agreement, and to seek and receive legal advice” before signing the contract. Paragraph 9 of the Agreement states that the parties expressly agree that the division of the assets is fair and equal. Paragraph 26 of the Agreement reflects the parties’ agreement that Park shall be responsible for seventy percent (70%) of the costs and expenses and that Lee shall be responsible for thirty percent (30%) of the costs and expenses.

The evidence supports the fact that Plaintiff received Yokoso, Inc., a performing asset (restaurant), with about \$800,000 in debt. Defendant received more than half of the assets and approximately \$3,800,000 of the debts. The Court finds that while Defendant received five times the assets, he also received five times as much debt and liabilities. Park performed his obligations relating to the transaction in a manner that was consistent with the intent of the parties and the terms and conditions of the Agreement. *Adams v. G.J. Creel & Sons, Inc.*, 320 S.C. 274, 277, 465 S.E.2d 84, 85 (1995) (“There is no breach of an implied covenant of good faith where a party to a contract has done what provisions of the contract expressly gave him the right to do.”). Summary judgment is hereby **GRANTED** in favor of Defendant as to Plaintiff’s claim for breach of the covenant of good faith and fair dealing.

III. SUMMARY JUDGMENT IS ALSO PROPER FOR BOTH DEFENDANTS ON THE BASIS OF THE STATUTE OF LIMITATIONS

Defendants, in their Amended Answer, have raised the statute of limitations as a defense to Plaintiff's claims.⁹ The Court concludes that is a meritorious defense and, therefore, grants summary judgment to both Defendants on this additional ground. The courts of South Carolina recognize that statutes of limitations are fundamental to our judicial system. *See, e.g., Carolina Marina Handling, Inc. v. Lasch*, 363 S.C. 169, 175-76, 609 S.E.2d 548 (Ct. App. 2005). Based on admissions made by Plaintiff during his deposition, the statute of limitations has run on each of the claims asserted.

The statute of limitations applicable to the claims in this case is three (3) years. *See* S.C. Code Ann. § 15-3-530(1) (breach of contract, including any claim based on the implied covenant of good faith and fair dealing, and breach of contract accompanied by fraudulent act); S.C. Code Ann. § 15-3-530(5) (negligent misrepresentation and unjust enrichment). An action for unjust enrichment is also governed by the three-year statute of limitations. *Id.* The statute of limitations is triggered not just by knowledge of an injury but by knowledge of facts, diligently acquired, sufficient to put an injured person on notice of the existence of a cause of action against another. *See Moriarty v. Garden Sanctuary Church of God*, 341 S.C. 320, 329, 534 S.E.2d 672, 676 (2000). Also, there is no basis for tolling the statute of limitations under these circumstances. *See McConnell v. Burry*, 2006 WL 7286747, at *3 (S.C. Ct. App. Aug. 18, 2006) ("One who has knowledge of the truth or the means by which he could acquire such knowledge with reasonable diligence cannot claim to have been misled.").

⁹ Although the statute of limitations was not asserted in the original Answer, Defendants filed a Motion to Amend Answer, which the Court granted on September 11, 2019. Therefore, the affirmative defense of the statute of limitations is appropriate for consideration by the Court on Defendants' Motion for Summary Judgment.

Although Plaintiff previously alleged that Defendants misrepresented the value of the assets at the time that the Agreement was negotiated and signed, he abandoned this allegation in his deposition. Taken as a whole, there is no evidence in the record of an act or event arising after July 21, 2014 (which is three years prior to the date the Complaint was filed) that would support any of the causes of action asserted. Furthermore, to whatever extent Plaintiff believed that he was aggrieved, he testified that he considered filing suit prior to signing the Agreement, but opted to sign the Agreement instead. *Lee Dep.* at 69:18-71:23. Viewing the record in the light most favorable to Plaintiff, as the non-moving party, the only available inference is that Plaintiff knew of alleged claims against Defendants at the time that he signed the Agreement, which was February 27, 2013. This lawsuit was filed more than four years later and is time-barred. Accordingly, Defendants are entitled to summary judgment.

IV. CONCLUSION

Accordingly, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that Defendants' Motion for Summary Judgment is GRANTED and that summary judgment is entered in favor of Defendants as to each of Plaintiff's claims. As an additional matter, the Agreement includes a provision allowing for an award to the prevailing party of expenses, fees and costs incurred in the action, including reasonable attorney's fees and costs. *See Agreement*, at ¶ 11.¹⁰ Should Defendant Park, as the prevailing party under the Agreement, wish to file a motion seeking an award of attorney's fees and expenses, Park is directed to do so within fifteen (15) days from

¹⁰ Specifically, the attorney fee provision states as follows: "If suit shall be brought (by arbitration or in a court of competent jurisdiction) or claim shall be made (whether or not suit is commenced or judgment entered), because of the breach of any covenant herein; arising out of or related to the enforcement of the Agreement, and/or the recovery of money damages or equitable relief arising out of or related to the Agreement, the non-prevailing party shall pay to the prevailing party, in addition to all other sums and relief available to the prevailing party, all expenses, fees and costs incurred therefor including reasonable attorney's fees and costs." *See Agreement* at § 11.

the date of this Order. Lee, as the non-prevailing party under the Agreement, shall be allowed fifteen (15) days from the date Park files his motion, as applicable, to file any materials in opposition to the motion. The Court shall conduct a hearing on the motion and then issue an order resolving the motion.

AND IT IS SO ORDERED.

The Honorable Mikell R. Scarborough
Master-in-Equity for Charleston County

_____, 2019

Charleston, South Carolina



Charleston Common Pleas

Case Caption: Ho Dong Lee VS Yong Wook Park , defendant, et al
Case Number: 2017CP1003705
Type: Order/Summary Judgment

So Ordered

s/Mikell R. Scarborough 3062

Electronically signed on 2019-12-19 11:28:02 page 15 of 15

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2017-CP-10-3705

Ho Dong Lee

Yong Wook Park and Sunny Kim Park

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Master in Equity

Attorney for : ☐ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☒ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court: Defendants Yong Wook Park and Sunny Kim Park's Motion to Amend Answer pursuant to Rule 15(a), SCRPC, is GRANTED.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

Additional Information for the Clerk :

INFORMATION FOR THE JUDGMENT INDEX		
Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.		
Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		\$
If applicable, describe the property, including tax map information and address, referenced in the order:		

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

Master In Equity

3062

Judge Code

8/22/2019

Date

9/11/19

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON COUNTY

HO DONG LEE

Plaintiff(s)

vs.

YONG WOOK PARK and SUNNY KIM PARK

Defendant(s)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2017-CP - 10- 3705

Submitted By: Karen M. DeJong, Esq.

Address: 272 West Coleman Blvd., Ste. 200

Mount Pleasant, SC 29464-5652

SC Bar #: 70699

Telephone #: 843-216-6161

Fax #: 843-216-1119

Other:

E-mail: karen@dejonglawfirm.com

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

**If Action is Judgment/Settlement do not complete*

- ☐ JURY TRIAL demanded in complaint. ☒ NON-JURY TRIAL demanded in complaint.
☐ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- Contracts**
☐ Constructions (100)
☐ Debt Collection (110)
☐ General (130)
☒ Breach of Contract (140)
☐ Fraud/Bad Faith (150)
☐ Failure to Deliver/
Warranty (160)
☐ Employment Discrim (170)
☐ Employment (180)
☐ Other (199) _____

- Torts - Professional Malpractice**
☐ Dental Malpractice (200)
☐ Legal Malpractice (210)
☐ Medical Malpractice (220)
Previous Notice of Intent Case #
20 ____ -NI- ____
☐ Notice/ File Med Mal (230)
☐ Other (299) _____

- Torts - Personal Injury**
☐ Conversion (310)
☐ Motor Vehicle Accident (320)
☐ Premises Liability (330)
☐ Products Liability (340)
☐ Personal Injury (350)
☐ Wrongful Death (360)
☐ Assault/Battery (370)
☐ Slander/Libel (380)
☐ Other (399) _____

- Real Property**
☐ Claim & Delivery (400)
☐ Condemnation (410)
☐ Foreclosure (420)
☐ Mechanic's Lien (430)
☐ Partition (440)
☐ Possession (450)
☐ Building Code Violation (460)
☐ Other (499) _____

- Inmate Petitions**
☐ PCR (500)
☐ Mandamus (520)
☐ Habeas Corpus (530)
☐ Other (599) _____

- Administrative Law/Relief**
☐ Reinstate Drv. License (800)
☐ Judicial Review (810)
☐ Relief (820)
☐ Permanent Injunction (830)
☐ Forfeiture-Petition (840)
☐ Forfeiture-Consent Order (850)
☐ Other (899) _____

- Judgments/Settlements**
☐ Death Settlement (700)
☐ Foreign Judgment (710)
☐ Magistrate's Judgment (720)
☐ Minor Settlement (730)
☐ Transcript Judgment (740)
☐ Lis Pendens (750)
☐ Transfer of Structured
Settlement Payment Rights
Application (760)
☐ Confession of Judgment (770)
☐ Petition for Workers
Compensation Settlement
Approval (780)
☐ Other (799) _____

- Appeals**
☐ Arbitration (900)
☐ Magistrate-Civil (910)
☐ Magistrate-Criminal (920)
☐ Municipal (930)
☐ Probate Court (940)
☐ SCDOT (950)
☐ Worker's Comp (960)
☐ Zoning Board (970)
☐ Public Service Comm. (990)
☐ Employment Security Comm (991)
☐ Other (999) _____

- Special/Complex /Other**
☐ Environmental (600)
☐ Automobile Arb. (610)
☐ Medical (620)
☐ Other (699) _____
☐ Sexual Predator (510)
☐ Permanent Restraining Order (680)
☐ Pharmaceuticals (630)
☐ Unfair Trade Practices (640)
☐ Out-of State Depositions (650)
☐ Motion to Quash Subpoena in
an Out-of-County Action (660)
☐ Pre-Suit Discovery (670)

Submitting Party Signature: _____

Date: 07/12/2017

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCF, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

Effective January 1, 2016, Alternative Dispute Resolution (ADR) is mandatory in all counties, pursuant to Supreme Court Order dated November 12, 2015.

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

Pursuant to the ADR Rules, you are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs.
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

**Please Note: You must comply with the Supreme Court Rules regarding ADR.
Failure to do so may affect your case or may result in sanctions.**

STATE OF SOUTH CAROLINA,)
)
COUNTY OF CHARLESTON)
)
HO DONG LEE,)
)
Plaintiff,)
)
vs.)
)
YONG WOOK PARK and SUNNY KIM)
PARK,)
)
Defendant.)

IN THE COURT OF COMMON PLEAS

SUMMONS

FILE NO. 2017-CP-10-3705

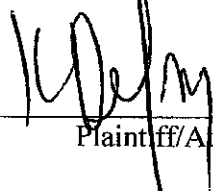
TO THE DEFENDANT ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to this complaint upon the subscriber, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the complaint, judgment by default will be rendered against you for the relief demanded in the complaint.

Mount Pleasant, South Carolina

Dated: July 12, 2017

Address: Karen M. DeJong, Esq.
DeJong Law Firm, LLC
272 West Coleman Blvd., Ste. 200
Mount Pleasant, SC 29464-5652
Tel. No. 843-216-6161
Fax No. 843-216-1119
karen@dejonglawfirm.com



Plaintiff/Attorney for Plaintiff

FILED
2017 JUL 21 PM 12:54
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)
)
HO DONG LEE,)
) Plaintiff,)
)
)
vs.)
)
YONG WOOK PARK and)
SUNNY KIM PARK,)
)
) Defendants)
)
_____)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
CASE NO. 2017-CP-10- 3705

COMPLAINT
(Non-Jury)

FILED
2017 JUL 21 PM 12:55
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

The Plaintiff above named, complaining of the Defendants above named, would respectfully show unto this Honorable Court as follows:

1. Plaintiff, HO DONG LEE, (hereinafter "Lee") is a resident of Charleston County, South Carolina.
2. Defendant, YONG WOOK PARK, (hereinafter "Wook") is a resident of Charleston County, South Carolina.
3. Defendant, SUNNY KIM PARK, (hereinafter "Kim") is a resident of Charleston County, South Carolina.
4. The Court has jurisdiction over the parties and the subject matter of this action.

STATEMENT OF FACTS

5. Plaintiff Lee and Defendant Wook were joint and equal owners, members and/or shareholders of Yokoso, Inc., Yokoso of Summerville, LLC, Tsunami of Columbia, LLC, Tsunami of Harbison, LLC, Tsunami of Mt. Pleasant, LLC, and property located at 1290 Bower

Parkway, Columbia, SC (hereinafter "Lexington Property") and 6.5 acres, more or less, located in Ladson, Berkeley County (hereinafter "Berkeley Property").

6: Defendant Kim was and is the wife of Defendant Wook. At all times, she was in charge of the financial affairs of the aforementioned companies, including but not limited to bookkeeping, accounting and management of business records.

7. On February 27, 2013, Plaintiff Lee and Defendant Wook signed an Agreement for Sale and Purchase of the above listed jointly-held assets.

8. Given Plaintiff Lee's inability to understand the English language, he relied upon Defendant Wook and Defendant Kim during the time the businesses and properties were jointly owned and at the time of the signing of the Agreement.

FOR A FIRST CAUSE OF ACTION

(Breach of Contract/Breach of Contract by Fraudulent Act)

9. On February 27, 2013, Plaintiff and Defendant Wook entered into an Agreement wherein they divided up ownership of the companies and of the real property.

10. In addition, the Plaintiff and Defendant Wook divided up the debts of the aforementioned companies and real property. **See Agreement for Sale and Purchase dated February 27, 2013 attached hereto as Exhibit A.**

11. Defendant caused this Agreement to be breached by failing to provide Plaintiff with a full financial disclosure of the companies' assets, liabilities, payoff statements, appraisals and any other documentation with regard to the value of these assets.

12. Due to Plaintiff's difficulty understanding English, Plaintiff relied upon Defendant's verbal representations as to the value of the assets when Plaintiff agreed to the division of the properties.

13. Defendant further caused the contract to be breached by selling Tsunami of Columbia, LLC, Tsunami of Harbison, LLC, Tsunamis of Mt. Pleasant, LLC and the real estate after the Agreement date and receiving monies far in excess of the values that were represented to Plaintiff at the time he signed the Agreement.

14. Plaintiff did not know that Defendant had been fraudulent and dishonest with regard to the values of the assets listed in Paragraph 5 above until Defendant sold these assets thereafter.

15. Plaintiff did not know that Defendant had been fraudulent and dishonest with regard to the debts of the assets listed in Paragraph 5 above until Plaintiff was forced to pay off these debts after February 27, 2013.

16. The Defendant, for the breach of contract action, is indebted and liable to the Plaintiff in the amount equal to Plaintiff's share of the value of the companies and real property.

17. The Defendant, for the breach of contract action, is indebted and liable to the Plaintiff in the amount equal to Defendant's share of the debts of the companies and real property.

18. As a direct and proximate result and consequence of the Defendant's breach of contract accompanied by a fraudulent act, the Plaintiff has suffered and will continue to suffer injury and damages, plus statutory interest, attorney fees and costs.

FOR A SECOND CAUSE OF ACTION
(Unjust Enrichment)

19. Plaintiff incorporates into this cause of action the allegations contained in the foregoing paragraphs above as if more fully repeated verbatim herein to the extent the same is consistent herewith.

20. Defendant Kim is the wife of Defendant Wook and handled all of the financial affairs of the businesses, , including but not limited to bookkeeping, accounting and management of business records.

21. Defendants have had use and enjoyment of the businesses and real property after Plaintiff signed the Agreement on February 27, 2013.

22. Defendants have been enriched by the use of the income and sale proceeds of the businesses and real property that Plaintiff gave to them. Plaintiff believed that he was conveying 50% value of the assets to Defendant Wook, less Defendant Wook's 50% of debts of the assets.

23. Defendant have retained the benefits of Plaintiff's conveyances unjustly and to the detriment of Plaintiff.

24. Defendants have damaged and continues to damage Plaintiff in a monetary amount.

25. Plaintiff ask this Court to hold Defendants responsible, jointly and severally, for the actual damages incurred as a result of this unjust enrichment.

FOR A THIRD CAUSE OF ACTION
(Negligent Misrepresentation)

26. Plaintiff incorporates into this cause of action the allegations contained in the foregoing paragraphs above as if more fully repeated verbatim herein to the extent the same is consistent herewith.

27. Defendants owed a duty to the Plaintiff, as co-owner of the companies and real properties listed above in Paragraph 5, to not make false representations to the Plaintiff about any aspect of the value of the assets and the amount of debts owed.

28. Defendants had a pecuniary interest in making these false statements so that they could keep the entire sale proceeds of Tsunami of Columbia, LLC, Tsunami of Harbison, LLC and Tsunami of Mt. Pleasant, LLC as well as the net sale proceeds of the real property.

29. Defendants owed a duty of care to the Plaintiff to see that truthful information was communicated to the Plaintiff and Defendants did breach that duty by failing to exercise due care in providing the above mentioned false and misleading statements.

30. Plaintiff justifiably relied on the representations of the Defendants and agreed to sign the Agreement for Sale and Purchase dated February 27, 2013.

31. As a direct and proximate result and consequence of the negligent representation of the Defendants, Plaintiff has suffered and will continue to suffer injuries and damages in a monetary amount, as well as compensatory, consequential, incidental, plus statutory interest, attorney fees and costs.

FOR A FOURTH CAUSE OF ACTION

(Breach of Covenant of Good Faith and Fair Dealing)

32. Plaintiff incorporates into this cause of action the allegations contained in the foregoing paragraphs above as if more fully repeated verbatim herein to the extent the same is consistent herewith.

33. In every contract, there exists an implied covenant of good faith and fair dealing.

34. By entering into the above-referenced Agreement, Defendant Wook impliedly warranted that he would refrain from doing anything to impair Plaintiff's rights and abilities to receive benefits under the Agreement, including but not limited to assessing values and determining debts of the companies and real property.

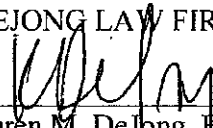
35. Defendant above referenced actions and utter failure to meet his contractual obligations has impaired Plaintiff's rights under the Agreement, and have otherwise caused Plaintiff damages and continue to damage Plaintiff's interests,

36. As a result of the above referenced actions, Defendant has breached the covenant of good faith and fair dealing associated with the contract, and have otherwise caused Plaintiff damages and continues to suffer actual and consequential damages.

WHEREFORE, Plaintiff prays for the following relief:

- A. Actual, compensatory, consequential, incidental, plus statutory interest
- B. Attorney fees and costs.
- C. Such other relief as the Court deems just.

DEJONG LAW FIRM, LLC

By: 

Karen M. DeJong, Esq.
272 West Coleman Blvd., Ste. 200
Mount Pleasant, SC 29464-5652
Tel. No. 843-216-6161
Fax No. 843-216-1119
Email: karen@dejonglawfirm.com
Attorney for Plaintiff

Mount Pleasant, SC
July 11, 2017

6

EXHIBIT A

7

3)

**THIS AGREEMENT IS SUBJECT TO ARBITRATION UNDER THE SOUTH
CAROLINA UNIFORM ARBITRATION ACT, SECTION 15-48-10, et seq.**

State of South Carolina)
) Agreement for Sale and Purchase
County of Charleston)

This Agreement for Sale and Purchase is made and entered into this 27th day of ~~November~~ ^{February}, 2012, by and between Yong Wook Park ("Park") and Ho Dong Lee ("Lee") (also either referred to as "Party" or collectively as "Parties"), and shall include this Agreement and all attachments, exhibits, amendments and/or addendums hereto (hereinafter collectively referred to as "Agreement" and incorporated herein by reference).

Whereas, Park and Lee are the sole owners, members and/or shareholders, jointly and equally, of the following:

- a. Yokoso, Inc.,
- b. Yokoso of Summerville, LLC,
- c. Tsunami of Columbia, LLC, -
- d. Tsunami of Harbison, LLC, -
- e. Tsunami of Mt. Pleasant, LLC.
- f. certain real property in Lexington County known as 1290 Bower Parkway, Columbia, SC 29212, TMS #002898-01-029, ("Lexington Property"); and
- ? g. 6.5 acres, more or less (to be determined), of real property in Ladson, Berkeley County known as the Berkeley Property ("Berkeley Property");

Whereas, Park and Lee, whether in their individual capacities or as the sole owners, members and shareholders of Yokoso, Inc., Yokoso of Summerville, LLC, Tsunami of Columbia, LLC, Tsunami of Mt. Pleasant, LLC, and/or said entities are parties to various term loans, loans, lines of credit, credit cards, and/or construction loans with Bank of America, American Express and/or Commercial Loan Solutions, LLC through its servicing agent Midwest Servicing, Inc., as successor in interest to BB&T, all of which are or may be in default, to wit:

- a. Term loan made by Bank of America, N.A. to Yokoso, Inc., Yong W. Park and Ho Dong Lee (collectively "Borrower") in original principal amount of up to \$681,287.33 evidenced by Promissory Note dated April 7, 2005 made by Borrower and secured by a Mortgage of even date made by Ho Dong Lee (upon information

57,000.00

and belief, the property owned by Ho Dong Lee and located at 8601 Antler Drive, Charleston, SC 29406 secures this loan);

- (H)
- b. Line of credit loan made by Bank of America, N.A. to Yokoso, Inc. ("Borrower") in original principal amount of up to \$150,000.00 evidenced by Promissory Note dated December 21, 2005 made by Borrower and secured by a Mortgage of even date made by Borrower, and individually guaranteed by Yong Park, Yong W. Park and Ho Dong Lee (upon information and belief, the property owned by Ho Dong Lee and located at 8601 Antler Drive, Charleston, SC 29406 secures this loan);
 - c. Construction/term loan by Bank of America, N.A. to Yong W. Park and Ho Dong Lee (collectively "Borrower") in original principal amount of up to \$1,467,000.00 dated March 17, 2008 and secured by a mortgage, assignment of rents, security agreement and fixture filing of even date, and further guaranteed by Yokoso, Inc., Tsunami of Columbia, LLC and Tsunami of Mt. Pleasant, LLC;
 - d. Line of credit loan made by Bank of America, N.A. to Tsunami of Columbia, LLC ("Borrower") in original principal amount of up to \$295,000.00 dated May 4, 2009 and secured by a security agreement, and further guaranteed by Yong Park, Yong W. Park, Ho Dong Lee and Yokoso, Inc.
 - e. Yokoso, Inc. Bank of America credit card account (card number ending 4667) with balance due of approximately \$23,217.09.
 - f. Yokoso, Inc. American Express credit card account (card number ending 7-63003) with balance due of approximately \$17,310.82.
 - g. BB&T loan numbers 171210006 (\$3,802.48 past due as of 8/30/12), 171210007 (\$7,897.17 past due as of 8/30/12), 171210008 (\$13,618.97 past due as of 8/30/12).
 - h. Yokoso of Summerville, LLC BB&T credit card account (card number ending 1861) with balance due of approximately \$18,123.50.
 - i. Yokoso of Summerville, LLC BB&T credit card account (card number ending 6309) with balance due of approximately \$5,525.01.

Whereas, further, the Parties hereto and the entities named herein are parties to the following guaranties, which may be the same or in addition to the guaranties mentioned above:

- a. Continuing and Unconditional Guaranty in favor of Bank of America dated August

17, 2006, for the borrower, Tsunami of Columbia, LLC, and guaranteed by Yokoso, Inc.;

- b. Continuing and Unconditional Guaranty in favor of Bank of America dated August 17, 2006, for the borrower, Tsunami of Columbia, LLC, and guaranteed by Lee;
- c. Continuing and Unconditional Guaranty in favor of Bank of America dated August 17, 2006, for the borrower, Tsunami of Columbia, LLC, and guaranteed by Park;
- d. Continuing and Unconditional Guaranty in favor of Bank of America dated August 17, 2006, for the borrower, Tsunami of Columbia, LLC, and guaranteed by Tsunami of Mt. Pleasant, LLC;
- e. Continuing and Unconditional Guaranty in favor of Bank of America dated May 4, 2009, for the borrower, Tsunami of Columbia, LLC, and guaranteed by Lee;
- f. Continuing and Unconditional Guaranty in favor of Bank of America dated August 27, 2010, for the borrower, Yokoso, Inc, and guaranteed by Park;
- g. Continuing and Unconditional Guaranty in favor of Bank of America dated August 27, 2010, for the borrower, Yokoso, Inc, and guaranteed by Lee;
- h. Commercial Guaranty in favor of Bank of America for loan # 11 7885004 NEW LMW for the borrower, Yokoso, Inc., and guaranteed by Lee; and
- i. Commercial Guaranty in favor of Bank of America for loan # 11 7885004 NEW LMW for the borrower, Yokoso, Inc., and guaranteed by Park;

(The loans, mortgages, credit cards, lines of credit, guaranties and/or any documents arising out of or related to any of them collectively hereinafter referred to as "Mortgage");

Whereas, Park and Lee wish to separate their joint business and real and personal property interests;

Whereas, notwithstanding executed agreements governing the operation of the above-named entities, if any, Park and Lee as the sole owners, members and shareholders of the above-mentioned entities, agree to the division of their assets, interests and/or liabilities as is more specifically set forth below;

Whereas, there are or may be other loans, credit lines, credit cards or other similar types of accounts as to which some or all of Yong W. Park, Ho Dong Lee, Yokoso, Inc., Tsunami of

Columbia, LLC, Yokoso of Summerville, LLC, Tsunami or Harbison, LLC and/or Tsunami of Mt. Pleasant, LLC may be or are parties thereto whether as signatory thereto or as a guarantor thereof.

NOW THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, Park and Lee hereby agree as follows:

1. Whereas. The foregoing Whereas clauses are an integral part hereof.
2. Yokoso, Inc. Transfer. Park hereby transfers to Lee all his title, shares, ownership and interest in: Yokoso, Inc. Lee shall accept the physical assets of Yokoso, Inc. in "as is" and "where is" condition.

Park and Lee shall take all steps and execute any and all such documents as are, or may become, necessary to complete such transfer of ownership and shares including, but not limited to: the Affidavits of Lost, Stolen or Destroyed Stock Certificates, attached hereto as Exhibits A and B; Resolution of Directors of Yokoso, Inc., attached hereto as Exhibit C, with Park's Letter of Resignation, attached as Exhibit C1; SC Secretary of State Resignation of Registered Agent, attached hereto as Exhibit D; and SC Secretary of State Notice of Change of Registered Office or Registered Agent, attached hereto as Exhibit E.

Further, Park and Lee shall take all steps and execute any and all such documents as are or may become, necessary to, remove and release Park from any ownership of, involvement in, or obligations or authority for or incident to the operation of Yokoso, Inc. and its business, including but not limited to vendor or supplier accounts or guaranties; insurance accounts and agreements; leases; banking accounts; loans; credit lines; fixture filings; security agreements; and/or fixture or equipment ownership, leases or security interests. Park acknowledges and agrees that to the extent any third party refuses to release or remove Park individually from any involvement in, or obligations or authority for or incident to the operation of Yokoso, Inc. or its business, that he shall remain so involved and obligated until such time as that third party agrees to release or remove him. Lee agrees that he shall be under a reasonable, continuing duty (not more than once per year) to seek Park's release or removal from such third party(ies) until such time as Park is released or removed, or Park's involvement and/or obligation terminates or

expires, and further, that Lee will not renew or extend any account or agreement which requires Park's inclusion or names Park.

Further, Lee, individually and/or on behalf of Yokoso, Inc., shall take all steps and execute any and all such documents as are, or may become, necessary to deal with, address, renew, extend, work out, refinance, pay off and/or resolve the Mortgage and/or the work out with Bank of America and/or American Express and/or Commercial Loan Solutions, LLC through its servicing agent Midwest Servicing, Inc., as successor in interest to BB&T or any other creditors due monies associated with Yokoso, Inc.

Park hereby represents as follows, that:

- (a) he has no knowledge or information of any action, suit or proceeding, pending or threatened, against or affecting Yokoso, Inc., except: to the extent applicable, the Mortgage and guaranties referenced above; and
- (b) he has no knowledge or information of any action, suit or proceeding, pending or threatened, encumbrances, liens, agreements or covenants that would limit or effect his ability to transfer his title, shares, ownership and interest in Yokoso, Inc. to Lee, except: to the extent applicable, the Mortgage and guaranties referenced above.

3. Tsunami of Columbia, LLC, Tsunami of Mt. Pleasant, LLC, Tsunami of Harbison, LLC, and/or Yokoso of Summerville, LLC Transfers. Lee hereby transfers to Park all his title, shares, ownership and/or interest in each of the following:

- a. Tsunami of Columbia, LLC;
- b. Tsunami of Mt. Pleasant, LLC;
- c. Tsunami of Harbison, LLC; and
- d. Yokoso of Summerville, LLC.

Park shall accept the physical assets of (a)-(d) above in "as is" and "where is" condition.

Park and Lee shall take all steps and execute, for each such entity, any and all such documents as are, or may become, necessary to complete such transfer of ownership including, but not limited to: the applicable Member's Statements of Dissociation, Acknowledgment and Acceptance of Dissociation and Resolution of Members, attached hereto as Exhibits F, G, H and I.

Further, Park and Lee shall take all steps and execute any and all such documents as are or may become, necessary to, remove and release Lee from any involvement in, or obligations or authority for or incident to the operation of Tsunami of Columbia, LLC, Tsunami of Mt. Pleasant, LLC, Tsunami of Harbison, LLC, and/or Yokoso of Summerville, LLC and their respective businesses, including but not limited to vendor or supplier accounts or guaranties; insurance accounts and agreements; leases; banking accounts; loans; credit lines; and/or fixture or equipment ownership, leases or security interests. Lee acknowledges and agrees that to the extent any third party refuses to release or remove Lee individually from any involvement in, or obligations or authority for or incident to the operation of Tsunami of Columbia, LLC, Tsunami of Mt. Pleasant, LLC, Tsunami of Harbison, LLC, and/or Yokoso of Summerville, LLC, and their respective businesses, that he shall remain so involved and obligated until such time as that third party agrees to release or remove him. Park agrees that he shall be under a reasonable, continuing duty (not more than once per year) to seek Lee's release or removal from such third party(ies) until such time as Lee is released or removed, or Lee's involvement and/or obligation terminates or expires, and further, that Park will not renew or extend any account or agreement which requires Lee's inclusion or names Lee.

W Further, Park, individually and on behalf of Tsunami of Columbia, LLC, Tsunami of Mt. Pleasant, LLC, Tsunami of Harbison, LLC, and/or Yokoso of Summerville, LLC, shall take all steps and execute any and all such documents as are, or may become, necessary to deal with, address, renew, extend, work out, refinance, pay off and/or resolve the Mortgage and/or the work out with Bank of America and/or Commercial Loan Solutions, LLC through its servicing agent Midwest Servicing, Inc., as successor in interest to BB&T or any other creditors due monies associated with a-d above.

Park hereby represents as follows, that:

- (a) he has no knowledge or information of any action, suit or proceeding, pending or threatened, against or affecting Tsunami of Columbia, LLC, Tsunami of Mt. Pleasant, LLC, Tsunami of Harbison, LLC, and Yokoso of Summerville, LLC, except: to the extent applicable, the Mortgage, itself; and
- (b) he has no knowledge or information of any action, suit or proceeding, pending or

threatened, encumbrances, liens, agreements or covenants that would limit or effect his ability to transfer his title, shares, ownership and interest in Tsunami of Columbia, LLC, Tsunami of Mt. Pleasant, LLC, Tsunami of Harbison, LLC, and/or Yokoso of Summerville, LLC to Lee, except: to the extent applicable, the Mortgage;

4. Lexington Property. Lee hereby transfers to Park for \$10.00, in addition to such other good and valuable consideration set forth herein, the receipt and sufficiency of which is hereby expressly acknowledged, all his title, rights, ownership and interest in the Lexington Property.

Lee hereby represents as follows, that:

(a) he has no knowledge or information of any action, suit or proceeding, pending or threatened, against or affecting the Lexington Property, except: to the extent applicable, the Mortgage and guaranties referenced above; and

(b) he has no knowledge or information of any encumbrances, liens, agreements or covenants that would limit or effect his ability to transfer his title, rights ownership and interest in the Lexington Property to Park, except: to the extent applicable, the Mortgage and guaranties referenced above.

W
Immediately after the execution of this Agreement, Park shall order, obtain and procure a current owner title abstract for the Lexington Property. Except for those applicable mortgages, guaranties and/or liens set forth above, the Property shall not be otherwise encumbered or subject to liens. In the event the abstract identifies a new encumbrance or lien, Park shall have the right to refuse to accept the transfer of the Lexington Property.

Park and Lee shall take all steps and execute any and all such documents as are, or may become, necessary to complete such transfer of ownership, including but not limited to a General Warranty Deed. Park and Lee contemplate that the transfer of the Lexington Property shall take place on or before March 14, 2013.

5. Berkeley Property. Lee hereby transfers to Park for \$10.00, in addition to such other good and valuable consideration set forth herein, the receipt and sufficiency of which is hereby expressly acknowledged, all his title, rights, ownership and interest in the Berkeley Property.

Lee hereby represents as follows, that:

(a) he has no knowledge or information of any action, suit or proceeding, pending or threatened, against or affecting the Berkeley Property, except: to the extent applicable, the Mortgage and guaranties referenced above; and

(b) he has no knowledge or information of any encumbrances, liens, agreements or covenants that would limit or effect his ability to transfer his title, rights ownership and interest in the Berkeley to Park, except: to the extent applicable, the Mortgage and guaranties referenced above.

Immediately after the execution of this Agreement, Park shall order, obtain and procure a current owner title abstract for the Berkeley Property. Except for those applicable mortgages, guaranties and/or liens set forth above, the Property shall not be otherwise encumbered or subject to liens. In the event the abstract identifies a new encumbrance or lien, Park shall have the right to refuse to accept the transfer of the Berkeley Property.

Park and Lee shall take all steps and execute any and all such documents as are, or may become, necessary to complete such transfer of ownership, including but not limited to a General Warranty Deed. Park and Lee contemplate that the transfer of the Berkeley Property shall take place on or before March 14, 2013.

6. Credit Card Accounts.

- (A)
- a. Park shall be solely responsible for the Yokoso, Inc. Bank of America credit card account number ending in -4667 (as more fully identified in Paragraph e. on page 2 of this Agreement) and shall hold Lee harmless and indemnify him in the event of any default thereon.
 - b. Park shall be solely responsible for the Yokoso of Summerville, LLC BB&T credit card account number ending in -1861 and the Yokoso of Summerville, LLC BB&T credit card account number ending in -6309 (as more fully identified in Paragraphs h. and i. on page 2 of this Agreement) and shall hold Lee harmless and indemnify him in the event of any default thereon.
 - c. Park shall be solely responsible for the Yokoso, Inc. American Express credit

card account number ending in -7-63003 (as more fully identified in Paragraph f. on page 2 of this Agreement) and shall hold Lee harmless and indemnify him in the event of any default thereon.

- d. Park shall make a good faith effort to have Lee removed as a responsible party on the accounts, and if necessary to carry out this provision, shall close the account(s) and open a credit card account in his sole name or the name of one of the entities being transferred each to the other herein.

7. Costs and Expense Sharing. Park and Lee agree to share equally (50% each) the costs and expenses required to prepare, file and/or record any of the documents required by the transfers and transactions contemplated herein by or with the Secretary of State, the applicable Register of Deeds, and/or any institution, person, entity or governmental agency, including but not limited to the Deed consideration, the deed stamps and any other such documents. Park and Lee agree to promptly pay to Simons & Dean their respective share of these and any other additional costs or fees incurred which are expended by Simons & Dean in furtherance of the parties' agreement. In contemplation thereof and upon execution of this agreement, Park and Lee shall each deposit into trust with Simons & Dean the sum of \$500.00, which is anticipated to cover all required filing fees associated with the above mentioned transactions.

8. Non-Compete. Park and Lee covenant with each other, as additional consideration, that neither Park nor Lee will operate a restaurant serving Asian or Asian-style food, or in any way aid or assist any other person or entity in the opening or operation of such a restaurant serving Asian or Asian-style food within in a 5 mile radius of their respective restaurants for a period of two (2) years.

9. Value of Transfers. Park and Lee expressly agree that each of the transactions contemplated herein and the attendant transfers of ownership, interests, shares, equity, assets, good will, real property and personal property between them as set forth herein are equal of value, and are fair and equitable. Park and Lee understand that there may be tax consequences, adverse or otherwise, as to each of them from the contemplated transfers, and each of Park and Lee agree to accept said consequences, it being their intention that neither is to recognize any taxable gain from the transactions noted above. Park and Lee expressly affirm that each of them

has had the opportunity to obtain such tax advice as each of them deems necessary prior to the execution of this agreement. Park and Lee expressly affirm that each of them is responsible for his own individual income taxes payable to the state or federal government, and neither party has made any representation to the other that he will pay the other's individual tax liability.

10. Indemnity. Park shall defend, indemnify and hold Lee harmless from and against any claims, damages, costs and/or expenses (including attorney's fees and costs) arising out of or related to Lee's former ownership, operation, tenancy and/or use of Tsunami of Columbia, LLC, Tsunami of Mt. Pleasant, LLC, Tsunami of Harbison, LLC, and Yokoso of Summerville, LLC, or their respective operations, locations, tenancies and personal property, whether due to damage to such operations, locations, tenancies or personal property; claims for injuries to persons or property, real or personal; administrative or criminal action by a governmental authority; or any other cause; except, however, where such claims, damages, costs and/or expenses are caused by the sole negligence of Lee.

(H) Park shall also defend, indemnify and hold Lee harmless from and against any claims, damages, costs and/or expenses (including attorney's fees and costs) arising out of or related to his former ownership, right, title and interest in the Lexington Property, whether due to damage to occupancy or tenancy; claims for injuries to persons or property, real or personal; administrative or criminal action by a governmental authority; or any other cause; except, however, where such claims, damages, costs and/or expenses are caused by the sole negligence of Lee.

Lee shall defend, indemnify and hold Park harmless from and against any claims, damages, costs and/or expenses (including attorney's fees and costs) arising out of or related to his former ownership, operation, tenancy and/or use of Yokoso, Inc, or its operation, location, tenancy and personal property, whether due to damage to such operation, location, tenancy or personal property; claims for injuries to persons or property, real or personal; administrative or criminal action by a governmental authority; or any other cause; except, however, where such claims, damages, costs and/or expenses are caused by the sole negligence of Park.

Lee shall also defend, indemnify and hold Park harmless from and against any claims, damages, costs and/or expenses (including attorney's fees and costs) arising out of or related to his former ownership, right, title and interest in the Berkeley Property, whether due to damage to

occupancy or tenancy; claims for injuries to persons or property, real or personal; administrative or criminal action by a governmental authority; or any other cause; except, however, where such claims, damages, costs and/or expenses are caused by the sole negligence of Park.

The foregoing indemnity provisions notwithstanding, Park and Lee shall each remain liable as set forth in the respective documents existing, or to be existing, under the Mortgage (as defined above) unless and until Bank of America and/or Commercial Loan Solutions, LLC through its servicing agent Midwest Servicing, Inc., as successor in interest to BB&T and/or American Express and/or any other creditors due monies associated therewith agrees in writing to release either Park, Lee or any of the guarantor or obligated entities. Upon such release, Park and Lee can then enter into an agreement to determine what their obligations and liabilities may be, if any.

11. Default; Remedies; Remedies Cumulative and Non-Waiver. If either party defaults in the performance of any of the terms, conditions or covenants contained herein and does not cure such default within ten (10) days after written notice thereof; or does not within such twenty (20) days commence such act or acts as shall be necessary to remedy a default which is not curable within said twenty (20) days for reasons beyond the control of the party, and shall not complete such act or acts within forty (40) days after written notice; then the non-defaulting party may take such other steps as he deems necessary, including the hiring of legal counsel or the institution of legal or arbitration proceedings for the enforcement of this Agreement and/or the recovery of money damages or equitable relief.

If suit shall be brought (by arbitration or in a court of competent jurisdiction) or claim shall be made (whether or not suit is commenced or judgment entered), because of the breach of any covenant herein; arising out of or related to the enforcement of the Agreement; and/or the recovery of money damages or equitable relief arising out of or related to the Agreement, the non-prevailing party shall pay to the prevailing party, in addition to all other sums and relief available to the prevailing party, all expenses, fees and costs incurred therefor including reasonable attorney's fees and costs. Each party shall in all events use its reasonable best efforts to mitigate its damages.

Except as specifically set forth in this agreement, no remedy herein or otherwise conferred upon or reserved to either party shall be considered exclusive of any other remedy, but

the same shall be distinct, separate and cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity; and every power and remedy given by this agreement, or at law or in equity may be exercised from time to time as often as occasion may arise or as may be deemed expedient. No delay or omission of either party to exercise any right or power arising from any default on the part of the other party shall impair any such right or power, or shall be construed to be a waiver of any such default, or acquiescence therein. The acceptance of a partial payment or partial cure by the non-defaulting party with knowledge of a default shall not constitute a waiver of such default.

The failure of either Party to insist upon strict performance of any of the terms, conditions and covenants herein shall not be deemed to be a waiver of any rights or remedies that each may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained except as may be expressly waived in writing.

12. Notices. All notices provided for herein shall be in writing and shall be deemed to be given when sent by a nationally recognized overnight carrier, or USPS registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

Yong Wook Park
1786 Cherokee Rose Circle
Mt. Pleasant, SC 29466

Ho Dong Lee
8850 Dorchester Rd., Apt. 1221
N. Charleston, SC 29420

Either party hereto may from time to time, by notice as herein provided, designate a different address to which notices to it shall be sent.

13. Arbitration. Any dispute between the Parties arising out of or related to this Agreement; any of the entities (including their operations, locations and personal property) or real property referred to herein, and/or any of the transactions and/or transfers contemplated herein; or any matter of dispute arising between the Parties shall be determined by arbitrators. Such arbitration shall be conducted before three arbitrators, unless the Parties agree to one. Each Party shall have the right to name one arbitrator, and the two arbitrators shall then choose a third. The arbitrator(s) shall conduct his/her/their proceedings and make his/her/their decisions in strict conformity with the South Carolina Uniform Arbitration Act; provided, however, such

arbitrators shall apply applicable South Carolina law to any controversy. All such arbitration proceedings hereunder shall be conducted in Charleston County, South Carolina. The decision of the arbitrator or arbitrators, as the case may be, shall be final, conclusive and binding upon the Parties.

14. Governing Law. Any dispute arising out of or related to this Agreement; any of the entities (including their operations, locations and personal property) or real property referred to herein, and/or any of the transactions and/or transfers contemplated herein; or any matter of dispute arising between the Parties shall be governed by, construed and enforced in accordance with the laws of the State of South Carolina. The Parties hereby expressly waive any right to object to the same.

15. Waiver of Right to Jury. The Parties expressly waive trial by jury in any action or proceeding (including counterclaims, cross-claims and/or third-party claims), whether at law or in equity, brought by any Party hereunder.

16. Jurisdiction and Venue. The Parties expressly agree and consent that the courts of the State of South Carolina shall have jurisdiction over any dispute arising out of or related to this Agreement; any of the entities (including their operations, locations and personal property) or real property referred to herein, and/or any of the transactions and/or transfers contemplated herein; or any matter of dispute arising between the Parties, and that County of Charleston, State of South Carolina, shall have in personam jurisdiction over the Parties and shall be the proper place of venue for any such proceeding. The Parties expressly waive any right to object to, or to transfer or change the venue for any such proceeding.

17. Complete Agreement/Merger. Each Party acknowledges that neither the other Party, nor any of his agents, employees or anyone on his behalf, have made any representations, warranties, guaranties or promises with respect to the within transactions, transfers, entities, operations, locations, real property or personal property except as herein expressly set forth, and no rights, privileges, title, ownership or liability is acquired by either Party except as herein expressly set forth.

The Parties further expressly agree that this Agreement contains the complete agreement between the Parties regarding the terms and conditions of the this Agreement and its subject matter; any of the entities (including their operations, locations and personal property) or real

property referred to herein, and/or any of the transactions and/or transfers contemplated herein, and there are no oral or written conditions, terms, warranties, understandings or other agreements pertaining thereto which have not been incorporated herein. This Agreement may be modified only by written instrument signed by both Parties.

18. Time is of the Essence. It is understood and agreed between the Parties hereto that time is of the essence in all of the terms and provisions of this Agreement.

19. Captions and Titles. The captions and titles appearing herein are for reference only and shall not in any way modify, amend or affect the provisions thereof.

20. Grammatical Changes. The proper grammatical changes shall be understood and apply where necessary to designate the plural rather than the singular and the masculine or feminine gender.

21. Binding Agreement. The conditions, covenants and agreements contained herein shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, heirs, executors, administrators and assigns, except as otherwise provided herein. No rights, however, shall inure to the benefit of any assignee of either Party unless the assignment to such assignee has been approved in writing by the other Party.

22. Authority. To the extent any representations or warranties are made, any authority is exercised or any documents executed on behalf of any corporation, limited liability company, general partnership, limited partnership or any other type of business or legal entity, each such business or legal entity such action hereby covenants and warrants that it is duly organized and qualified to do business in the State of South Carolina, that it has full authority to take any such actions, and further, that each person taking such actions on its behalf is duly authorized to do so.

23. Interpretation Presumption. The Parties expressly agree that in the event of a dispute concerning the interpretation of this Lease, each party hereby waives the doctrine that an ambiguity should be interpreted against the Party who drafted the document.

24. Right to Review and Legal Counsel. The Parties expressly acknowledge and agree that each has had the opportunity to review the Agreement, and to seek and receive legal advice for the same.

25. Counterparts and Facsimiles. This Agreement may be executed in multiple

counterparts, each of which will be deemed an original and all of which when taken together shall constitute one and the same agreement. The Parties agree that the delivery of a party's signature by facsimile transmittal shall have the same legal effect as the delivery of such Party's original signature and the Parties may rely upon the binding and enforceable effect of such delivery. Each Party who delivers a signature by facsimile transmittal agrees to deliver its original signature within two (2) days of execution.

26. Forbearance Agreement. Contemporaneously with the execution of this Agreement, it is the party's expectation to enter into a Forbearance Agreement with the Bank of America, the proposed terms of which have previously been provided to both parties. The parties affirm that prior to the execution thereof Bank of America may change the terms thereof or impose additional requirements. The parties further affirm that the operative effect of this Agreement is not contingent upon the parties entering into the Forbearance Agreement. Notwithstanding the foregoing, in the event the parties do enter into the Forbearance Agreement with Bank of America, and as set forth more fully below, Park shall be responsible for seventy percent (70%) of the costs and expenses associated therewith and Lee shall be responsible for thirty percent (30%) of the costs and expenses associated therewith. This 70/30 cost sharing arrangement shall not apply to any initial payment (currently in the amount of \$35,000.00) due to Bank of America upon the execution of the Forbearance Agreement, but only to any subsequent monthly or other payments related thereto during the term thereof and specifically including any lump sum or balloon payment at the end of the forbearance period.

Notwithstanding the foregoing, Park agrees to pay the initial payment currently set at \$35,000.00 in the Forbearance Agreement.

27. Property Taxes. There are past due property taxes on the properties totaling \$57,826.78 as of January 15, 2013. All past due property taxes shall be paid in full by no later than March 15, 2013. Of this amount, Lee shall be responsible for the taxes on Yokoso, Inc., and Park shall be responsible for paying the taxes on Tsunami of Columbia, LLC; Tsunami of Mt. Pleasant, LLC; Tsunami of Harbison, LLC; and Yokoso of Summerville, LLC. All property taxes hereafter shall be paid in a timely manner with Lee being solely responsible for the taxes on Yokoso, Inc., and Park being solely responsible for the taxes on Tsunami of Columbia, LLC;

Tsunami of Mt. Pleasant, LLC; Tsunami of Harbison, LLC; Yokoso of Summerville, LLC; and the Lexington Property and the Berkeley Property.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their respective hands and seals on the day and year first above written.

WITNESSES:



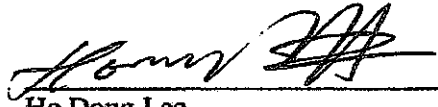








Yong Wook Park



Ho Dong Lee

Exhibit A

Affidavit of Yong Wook Park of
Lost, Stolen or Destroyed Stock Certificates
of Yokoso, Inc.

The undersigned, being first duly sworn, deposes and says that:

1. He is Yong Wook Park, and he is competent to make this Affidavit.
2. He is a 50% (one-half) owner with Ho Dong Lee of Yokoso, Inc., a corporation duly organized under the laws of South Carolina, with its principal office at 8201 South Antler Dr., N. Charleston, SC 29406.
3. He is a shareholder of Yokoso, Inc. and the owner of Common Stock of Yokoso, Inc.
4. He cannot recall whether Certificate(s) were actually issued by Yokoso, Inc.
5. He has examined and searched his records, and after a diligent search is unable to find the certificate or certificates representing such shares, and believes such Certificate(s), if any, are lost.
6. He has not transferred, pledged, encumbered or sold any of shares represented by such Certificate(s), except as they may be encumbered by those mortgage(s), guaranty(ies), liens and/or other debt set forth in the foregoing Agreement for Sale and Purchase.
7. In the event of the discovery of the original Certificate(s), he agrees to return them promptly to Yokoso, Inc., or its successor, marked "Cancelled".

Further deponent sayeth not.


Yong Wook Park

SWORN to and subscribed to before
me this 27 day of February, 2013.

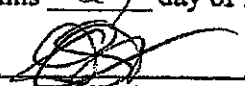

Notary Public for South Carolina
My Commission expires: 11/3/21

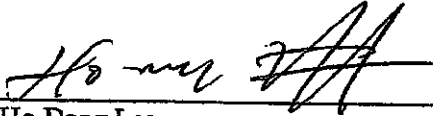
Exhibit B

Affidavit of Ho Dong Lee of
Lost, Stolen or Destroyed Stock Certificates
of Yokoso, Inc.

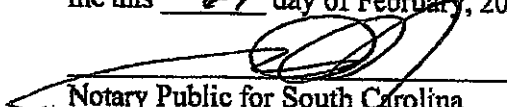
The undersigned, being first duly sworn, deposes and says that:

1. He is Ho Dong Lee, and he is competent to make this Affidavit.
2. He is a 50%(one-half) owner with Yong Wook Park of Yokoso, Inc., a corporation duly organized under the laws of South Carolina, with its principal office at 8201 South Antler Dr., N. Charleston, SC 29406.
3. He is a shareholder of Yokoso, Inc. and the owner of Common Stock of Yokoso, Inc.
4. He cannot recall whether Certificate(s) were actually issued by Yokoso, Inc.
5. He has examined and searched his records, and after a diligent search is unable to find the certificate or certificates representing such shares, and believes such Certificate(s), if any, are lost.

Further deponent sayeth not.


Ho Dong Lee

SWORN to and subscribed to before
me this 27 day of February, 2013.


Notary Public for South Carolina

My Commission expires: 1/2/16

Exhibit C

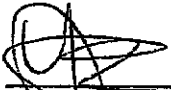
Resolution of Board of Directors of Yokoso, Inc.

Yong Wook Park ("Park") wishes to tender his share certificates issued, if any, and shares of Yokoso, Inc. back to Yokoso, Inc. and/or Ho Dong Lee ("Lee"), to terminate his ownership of Yokoso, Inc., and to convey all his interests to Lee.

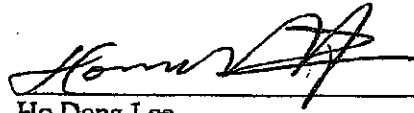
RESOLVED, that:

- a. those share certificates issued, if any, and shares previously allotted to Park are hereby returned to Yokoso, Inc. and canceled;
- b. Park's ownership in Yokoso, Inc. is hereby terminated;
- c. all of Park's rights and interest in Yokoso, Inc. are hereby conveyed to Lee; and
- d. Park hereby tenders his resignation as a shareholder and President, as attached hereto as Exhibit C1.
- e. Park hereby tenders his resignation as registered agent, as follows in Exhibit D to the Agreement for Sale and Purchase.

This 27th day of February, 2013.



Yong Wook Park



Ho Dong Lee

Exhibit C1

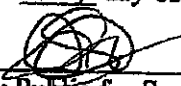
Yong Wook Park's Letter of Resignation from Yokoso, Inc.

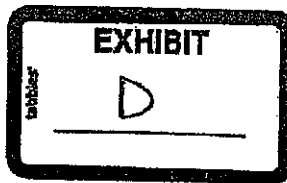
To Whom it May Concern:

On this 27 day of February, 2013, I hereby submit this letter of resignation effectively resigning as President and as a shareholder, and waiving any and all rights that I have in and to the Yokoso, Inc.


Yong W. Park

SWORN to and subscribed to before
me this 27 day of February, 2013.


Notary Public for South Carolina
My Commission expires: 11/3/21



STATE OF SOUTH CAROLINA
SECRETARY OF STATE

RESIGNATION OF REGISTERED AGENT AND
DISCONTINUANCE OF REGISTERED OFFICE
OF A SOUTH CAROLINA OR
FOREIGN CORPORATION

PLEASE TYPE OR PRINT IN BLACK INK

Pursuant to Sections 33-5-103 and 33-15-109 of the South Carolina Code of Laws, as amended, the undersigned hereby submits the following:

1. The name of the Corporation that is affected by this document is Yokoso, Inc.
The date of Incorporation is May 5, 2000
2. ☒ That the undersigned resigns as the registered agent of the above named corporation effective the 31st day after the date on which this document is filed in the Office of the Secretary of State.
3. ☒ That the above named corporation's registered office, which is the business office of the registered agent, is discontinued, effective the 31st day after the date on which this document is filed in the Office of the Secretary of State.

Date: 2/27/13



Signature
Yong W. Park

Type or Print Name

FILING INSTRUCTIONS

1. Three copies of this document, the original and either two duplicate originals or two conformed copies must be filed.
2. Filing fee (payable to the Secretary of State at the time of filing this document):

Agent's Statement of Resignation	\$ 3.00
Discontinuance of Registered Office	<u>2.00</u>
Total	\$ 5.00

Return to: Secretary of State
1205 Pendleton Street Suite 525
Columbia, SC 29201



STATE OF SOUTH CAROLINA
SECRETARY OF STATE

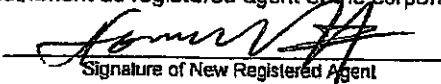
NOTICE OF CHANGE OF REGISTERED OFFICE
OR REGISTERED AGENT OR BOTH
OF A SOUTH CAROLINA
OR FOREIGN CORPORATION

TYPE OR PRINT CLEARLY IN BLACK INK

Pursuant to Sections 33-5-102 and 33-15-108 of the 1976 South Carolina Code of Laws, as amended, the undersigned corporation submits the following information.

1. The name of the corporation is Yokoso, Inc.
(Must match name on record with Secretary of State's Office)
2. The corporation is (complete either a or b, whichever is applicable):
 - a. a domestic corporation incorporated in South Carolina on May 5, 2000; or
(Must match date on record with Secretary of State's Office)
 - b. a foreign corporation incorporated in _____ on _____, and
State Date
authorized to do business in South Carolina on _____
(Must match date on record with Secretary of State's Office)
3. The street address of the registered office (currently on file) in South Carolina is
1421 Arrowind Terrace Charleston South Carolina 29414
Street Address City Zip Code
4. If the current registered agent's office is to be changed, the new address will be
8601 S. Anita Dr., N. Charleston 29406 South Carolina
Street Address City Zip Code
5. The name of the registered agent currently on file is Yong W. Park
6. If the current registered agent is to be changed, the name of the new registered agent is
Ho Dong Lee

* I hereby consent to the appointment as registered agent of the corporation:


Signature of New Registered Agent

7. The address of the registered office and the address of the business office of the registered agent, as changed, will be identical.
8. Unless a delayed date is specified, this will be effective upon acceptance for filing by the Secretary of State (See Section 33-1-230(b) of the 1976 South Carolina Code of Laws, as amended _____)

22
29

Pursuant to Sections 33-5-102(5) and 33-15-108(5) of the 1976 South Carolina Code of Laws, as amended, the written consent of the registered agent may be attached to this form.

Yokoso, Inc.

Name of Corporation

2/27/13
Date

Yokoso, Inc.

Name of Corporation

Signature of Officer

HO DONG LEE
Type or Print Name

president
Position of Officer

FILING INSTRUCTIONS

1. Two copies of this form must be submitted for filing.
2. \$10.00 filing fee made payable to the South Carolina Secretary of State.
3. Self-addressed stamped return envelope.
4. Return to: Secretary of State
Attn: Corporations
1205 Pendleton St., Ste. 525
Columbia, SC 29201
5. Pursuant to Section 33-5-102(b) of the 1976 South Carolina Code of Laws, as amended, the registered agent can file this when the only change is the street address of the registered office. In this situation, the following statement should be typed on the form above the registered agent's signature: "The corporation has been notified of this change." In this case the filing fee is \$2.00.

Form Revised by South Carolina Secretary of State, March 2012

30 23

Exhibit F

**Ho Dong Lee's Member's Statement of Dissociation,
Yong Wook Park's Acknowledgment and Acceptance of Dissociation,
and Resolution of Members of Tsunami of Columbia, LLC**

Ho Dong Lee ("Lee") hereby gives notice of his voluntary dissociation and withdrawal from Tsunami of Columbia, LLC ("LLC"), and Yong Wook Park ("Park") hereby acknowledges and accepts the same.

Lee and Park cannot recall whether an Operating Agreement ("Agreement") was executed for the LLC, and have examined and searched their records, and after a diligent search are unable to find any such Agreement.

Lee has not transferred, pledged, encumbered or sold any of his interest in the LLC, except as it may be encumbered by those mortgage(s), guaranty(ies), liens and/or other debt set forth in the foregoing Agreement for Sale and Purchase.

In Lee's dissociating and withdrawing from the LLC, Lee and Park hereby waive any restrictions or requirements, if any, on the disposition of Lee's membership as may be set forth the Agreement, if any, as may be applicable to any membership interest Lee has or may have in the LLC.

Lee and Park understand and acknowledge that upon Lee's dissociation and withdrawal from the LLC, Lee will have no rights, duties or obligations in or to the LLC. Specifically, Lee waives any buyout rights he has or may have as a dissociating member as may be set forth in the Agreement, if any. Lee further waives any rights he may have under the S.C. Uniform Limited Liability Company Act, S.C. Code Ann. §33-44-101, et seq., and specifically any right to require the LLC to purchase any distributional interest he has or may have in the LLC under S.C. Code Ann. §33-44-603 and §33-44-701, et seq.

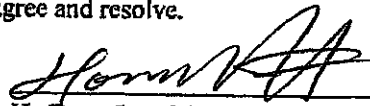
Further, Lee wishes to disassociate from and terminate his ownership of the LLC, and to convey his interest to Park.

RESOLVED, that:

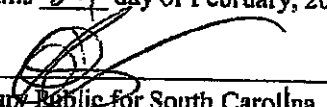
- a. Lee's ownership of the LLC is hereby terminated; and
- b. all of Lee's rights and interest in the LLC, are hereby conveyed to Park.

This 27 day of February, 2013, we so state, consent, agree and resolve.


Yong Wook Park, Member


Ho Dong Lee, Member

SWORN and subscribed to before
me this 27 day of February, 2013.


Notary Public for South Carolina
My Commission expires: 11/3/21

SWORN and subscribed to before
me this 27 day of February, 2013.

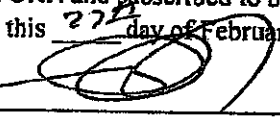

My Commission expires: 1/12/16

Exhibit G

**Ho Dong Lee's Member's Statement of Dissociation and
Yong Wook Park's Acknowledgment and Acceptance of Dissociation,
and Resolution of Members of Tsunami of Mt. Pleasant, LLC**

Ho Dong Lee ("Lee") hereby gives notice of his voluntary dissociation and withdrawal from Tsunami of Mt. Pleasant, LLC ("LLC"), and Yong Wook Park ("Park") hereby acknowledges and accepts the same.

Lee has not transferred, pledged, encumbered or sold any of his interest in the LLC, except as it may be encumbered by those mortgage(s), guaranty(ies), liens and/or other debt set forth in the foregoing Agreement for Sale and Purchase.

In Lee's dissociating and withdrawing from the LLC, Lee and Park hereby waive any restrictions or requirements, if any, on the disposition of Lee's membership as may be set forth in the LLC's Operating Agreement, if any, as may be applicable to any membership interest Lee has or may have in the LLC.

Lee and Park understand and acknowledge that upon Lee's dissociation and withdrawal from the LLC, Lee will have no rights, duties or obligations in or to the LLC. Specifically, Lee waives any buyout rights he has or may have as a dissociating member as may be set forth in the Operating Agreement, if any. Lee further waives any rights he may have under the S.C. Uniform Limited Liability Company Act, S.C. Code Ann. §33-44-101, *et seq.*, and specifically any right to require the LLC to purchase any distributional interest he has or may have in the LLC under S.C. Code Ann. §33-44-603 and §33-44-701, *et seq.*

Further, Lee wishes to disassociate from and terminate his ownership of the LLC, and to convey his interest to Park.

RESOLVED, that:

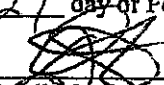
- a. Lee's ownership of the LLC is hereby terminated; and
- b. all of Lee's rights and interest in the LLC, are hereby conveyed to Park.

This 27 day of February, 2013, we so state, consent, agree and resolve.


Yong Wook Park, Member


Ho Dong Lee, Member

SWORN and subscribed to before
me this 27 day of February, 2013.


Notary Public for South Carolina
My Commission expires: 1/13/21

SWORN and subscribed to before
me this 27 day of February, 2013.

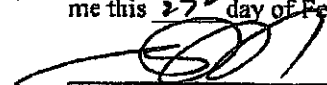

My Commission expires: 1/12/14

Exhibit H

Ho Dong Lee's Member's Statement of Dissociation and
Yong Wook Park's Acknowledgment and Acceptance of Dissociation,
and Resolution of Members of Tsunami of Harbison, LLC

Ho Dong Lee ("Lee") hereby gives notice of his voluntary dissociation and withdrawal from Tsunami of Harbison, LLC ("LLC"), and Yong Wook Park ("Park") hereby acknowledges and accepts the same.

Lee and Park cannot recall whether an Operating Agreement ("Agreement") was executed for the LLC, and have examined and searched their records, and after a diligent search are unable to find any such Agreement.

Lee has not transferred, pledged, encumbered or sold any of his interest in the LLC, except as it may be encumbered by those mortgage(s), guaranty(ies), liens and/or other debt set forth in the foregoing Agreement for Sale and Purchase.

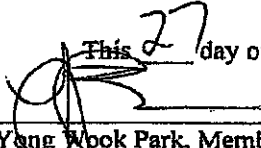
In Lee's dissociating and withdrawing from the LLC, Lee and Park hereby waive any restrictions or requirements, if any, on the disposition of Lee's membership as may be set forth the Agreement, if any, as may be applicable to any membership interest Lee has or may have in the LLC.

Lee and Park understand and acknowledge that upon Lee's dissociation and withdrawal from the LLC, Lee will have no rights, duties or obligations in or to the LLC. Specifically, Lee waives any buyout rights he has or may have as a dissociating member as may be set forth in the Agreement, if any. Lee further waives any rights he may have under the S.C. Uniform Limited Liability Company Act, S.C. Code Ann. §33-44-101, et seq., and specifically any right to require the LLC to purchase any distributional interest he has or may have in the LLC under S.C. Code Ann. §33-44-603 and §33-44-701, et seq.

Further, Lee wishes to disassociate from and terminate his ownership of the LLC, and to convey his interest to Park.

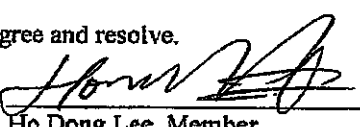
RESOLVED, that:

- a. Lee's ownership of the LLC is hereby terminated; and
- b. all of Lee's rights and interest in the LLC, are hereby conveyed to Park.

This 27 day of February, 2013, we so state, consent, agree and resolve.

Yong Wook Park, Member

SWORN and subscribed to before
me this 27 day of February, 2013.


Notary Public for South Carolina
My Commission expires: 1/13/21


Ho Dong Lee, Member

SWORN and subscribed to before
me this 27 day of February, 2013.

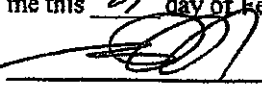

Notary Public for South Carolina
My Commission expires: 1/12/16

Exhibit I

Ho Dong Lee's Member's Statement of Dissociation and
Yong Wook Park's Acknowledgment and Acceptance of Dissociation,
and Resolution of Members of Yokoso of Summerville, LLC

Ho Dong Lee ("Lee") hereby gives notice of his voluntary dissociation and withdrawal from Yokoso of Summerville, LLC ("LLC"), and Yong Wook Park ("Park") hereby acknowledges and accepts the same.

Lee and Park cannot recall whether an Operating Agreement ("Agreement") was executed for the LLC, and have examined and searched their records, and after a diligent search are unable to find any such Agreement.

Lee has not transferred, pledged, encumbered or sold any of his interest in the LLC, except as it may be encumbered by those mortgage(s), guaranty(ies), liens and/or other debt set forth in the foregoing Agreement for Sale and Purchase.

In Lee's dissociating and withdrawing from the LLC, Lee and Park hereby waive any restrictions or requirements, if any, on the disposition of Lee's membership as may be set forth the Agreement, if any, as may be applicable to any membership interest Lee has or may have in the LLC.

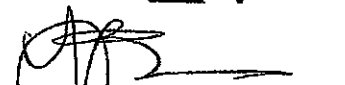
Lee and Park understand and acknowledge that upon Lee's dissociation and withdrawal from the LLC, Lee will have no rights, duties or obligations in or to the LLC. Specifically, Lee waives any buyout rights he has or may have as a dissociating member as may be set forth in the Agreement, if any. Lee further waives any rights he may have under the S.C. Uniform Limited Liability Company Act, S.C. Code Ann. §33-44-101, et seq., and specifically any right to require the LLC to purchase any distributional interest he has or may have in the LLC under S.C. Code Ann. §33-44-603 and §33-44-701, et seq.

Further, Lee wishes to disassociate from and terminate his ownership of the LLC, and to convey his interest to Park.

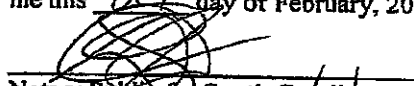
RESOLVED, that:

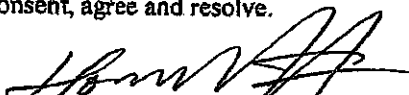
- a. Lee's ownership of the LLC is hereby terminated; and
- b. all of Lee's rights and interest in the LLC, are hereby conveyed to Park.

This 27 day of February, 2013, we so state, consent, agree and resolve.

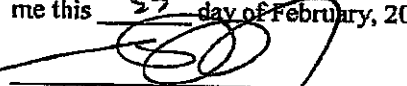

Yong Wook Park, Member

SWORN and subscribed to before
me this 27 day of February, 2013.


Notary Public for South Carolina
My Commission expires: 1/13/21


Ho Dong Lee, Member

SWORN and subscribed to before
me this 27 day of February, 2013.


Notary Public for South Carolina
My Commission expires: 1/12/16

DeJong Law Firm
272 West Coleman Boulevard
Suite 200
Mount Pleasant, SC 29464-5652

Telephone: (843) 216-6161

Fax: (843) 216-1119

July 19, 2017

Charleston County Clerk of Court
Court of Common Pleas
100 Broad Street, Suite 106
Charleston, South Carolina 29401-2258

RE: Ho Dong Lee v. Yonk Wook Park and Sunny Kim Park
Case No: 2017-CP-10-

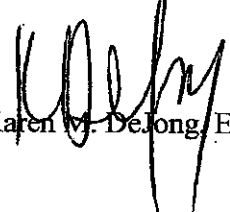
Dear Sir/Madam:

Enclosed please find a Civil Action Coversheet, Summons, Complaint, and Exhibit A for filing in the above referenced matter. Also enclosed is the \$150 filing fee. Please return a date-stamped copy of these documents to us in the envelope provided.

If you should have any questions, please do not hesitate to contact us.

Thank you for your assistance in this matter. Any questions, please let me know.

Very truly yours,



Karen M. DeJong, Esq.

Enclosures

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)
)
)
HO DONG LEE,)
)
)
Plaintiff,)
)
vs.)
)
YONG WOOK PARK and SUNNY KIM)
PARK,)
)
Defendants.)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT

Case No.: 2017-CP-10-3705

ANSWER OF DEFENDANTS

FILED
2017 SEP 13 PM 1:31
CLERK OF COURT

Defendants Yong Wook Park ("Mr. Park") and Seon Park ("Ms. Park")¹ (collectively referred to as "Defendants"), by and through their undersigned counsel, hereby respond to Plaintiff Ho Dong Lee's ("Plaintiff" or "Lee") Complaint as follows:

FOR A FIRST DEFENSE

Each and every allegation of the Complaint not hereinafter specifically admitted is denied and strict proof thereof is demanded.

FOR A SECOND DEFENSE

1. Upon information and belief, Defendants admit the allegations contained in Paragraph 1 of the Complaint.
2. Defendants admit the allegations contained in Paragraph 2 of the Complaint.
3. Defendants admit the allegations contained in Paragraph 3 of the Complaint.
4. Defendants admit the allegations contained in Paragraph 4 of the Complaint.
5. Defendants admit the allegations contained in Paragraph 5 of the Complaint.

¹ Ms. Park is misnamed in the caption of the Complaint as "Sunny Kim Park." Her correct name is "Seon Park."

6. In response to the allegations contained in Paragraph 6 of the Complaint, Defendants admit only that Ms. Park is the wife of Mr. Park and that she was involved in the business. Defendants deny that Ms. Park was “in charge” of the financial affairs of the business and deny of the remaining allegations contained in Paragraph 6 of the Complaint.

7. Defendants admit the allegations contained in Paragraph 7 of the Complaint but crave reference to the Agreement for Sale and Purchase with regards to the specific terms and conditions.

8. Defendants deny the allegations contained in Paragraph 8 of the Complaint. Further responding, Defendants state that Plaintiff had legal representation and a translator at the time the underlying Agreement was negotiated and signed. In fact, Plaintiff specifically refused to talk with Defendants at the time, instructing them to hire an attorney and to have all communications be handled by the attorneys.

AS TO THE FIRST CAUSE OF ACTION
(Breach of Contract/Breach of Contract by Fraudulent Act)

9. In response to the allegations contained in Paragraph 9 of the Complaint, Defendants admit the allegations to the extent such allegations are supported by the language of the document.

10. In response to the allegations contained in Paragraph 10 of the Complaint, Defendants admit the allegations to the extent such allegations are supported by the language of the document.

11. Defendants deny the allegations contained in Paragraph 11 of the Complaint and crave reference to the language of the Agreement.

12. Defendants deny the allegations contained in Paragraph 12 of the Complaint.

13. In response to the allegations contained in Paragraph 13 of the Complaint, Defendants deny the allegations and crave reference to the language of the Agreement and further state that no representations of value were made to Plaintiff in the Agreement or otherwise.

14. Defendants deny the allegations contained in Paragraph 14 of the Complaint.

15. Defendants deny the allegations contained in Paragraph 15 of the Complaint.

16. Defendants deny the allegations contained in Paragraph 16 of the Complaint.

17. Defendants deny the allegations contained in Paragraph 17 of the Complaint.

18. Defendants deny the allegations contained in Paragraph 18 of the Complaint and state that Plaintiff is not entitled to the relief requested in Paragraph 18 or otherwise.

AS TO THE SECOND CAUSE OF ACTION
(Unjust Enrichment)

19. In response to the allegations contained in Paragraph 19 of the Complaint, Defendants restate and re-allege their prior responses.

20. Defendants deny the allegations contained in Paragraph 20 of the Complaint.

21. In response to the allegations contained in Paragraph 21 of the Complaint, Defendants deny the allegations, as some of the entities have been sold, but admit that the debts and assets were assigned as set forth in the Agreement for Sale and Purchase.

22. In response to the allegations contained in Paragraph 22 of the Complaint, Defendants deny the allegations, as some of the entities have been sold, but admit that the debts and assets were assigned.

23. Defendants deny the allegations contained in Paragraph 23 of the Complaint.

24. Defendants deny the allegations contained in Paragraph 24 of the Complaint.

25. Defendants deny the allegations contained in Paragraph 25 of the Complaint and state that Plaintiff is not entitled to the relief requested in Paragraph 25 or otherwise.

AS TO THE THIRD CAUSE OF ACTION
(Negligent Misrepresentation)

26. In response to the allegations contained in Paragraph 26 of the Complaint, Defendants restate and re-allege their prior responses.

27. Defendants deny the allegations contained in Paragraph 27 of the Complaint.

28. Defendants deny the allegations contained in Paragraph 28 of the Complaint.

29. Defendants deny the allegations contained in Paragraph 29 of the Complaint.

30. Defendants deny the allegations contained in Paragraph 30 of the Complaint.

31. Defendants deny the allegations contained in Paragraph 31 of the Complaint and state that Plaintiff is not entitled to the relief requested in Paragraph 31 or otherwise.

AS TO THE FOURTH CAUSE OF ACTION
(Breach of Covenant of Good Faith and Fair Dealing)

32. In response to the allegations contained in Paragraph 32 of the Complaint, Defendants restate and re-allege their prior responses.

33. The allegations contained in Paragraph 33 of the Complaint are legal conclusions to which no response is required.

34. In response to the allegations contained in Paragraph 34 through Paragraph 36 of the Complaint, Defendants deny the allegations and crave reference to the language of the Agreement.

35. Defendants deny the allegations contained in the “WHEREFORE” clause of the Complaint and state that Plaintiff is not entitled to the relief requested in the “WHEREFORE” clause or otherwise.

FOR A THIRD DEFENSE
(Failure to State a Claim)

36. The Complaint fails to state a claim for which relief can be granted and therefore should be dismissed under Rule 12(b)(6) of the South Carolina Rules of Civil Procedure.

FOR A FOURTH DEFENSE
(Unclean Hands/In Pari Delicto)

37. Plaintiff's claims are barred by doctrines of unclean hands and in pari delicto.

FOR A FIFTH DEFENSE
(Waiver)

38. Plaintiff's claims are barred due to waiver.

FOR A SIXTH DEFENSE
(Estoppel)

39. Plaintiff's claims are barred by the doctrine of estoppel.

FOR A SEVENTH DEFENSE
(Laches)

40. Plaintiff's claims are barred by the doctrine of laches.

FOR AN EIGHTH DEFENSE
(Statute of Frauds)

41. Plaintiff's claims are barred by the Statute of Frauds.

FOR A NINTH DEFENSE
(Failure to Mitigate Damages)

42. Plaintiff's claims are barred to the extent that Plaintiff has failed to mitigate damages, if any.

FOR A TENTH DEFENSE
(Prior Breach)

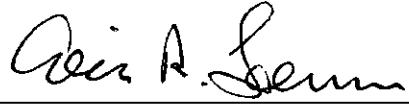
43. Some or all of Plaintiff's claims should be dismissed because Plaintiff breached its promises and obligations to Defendants.

FOR AN ELEVENTH DEFENSE
(Reservation of Additional Defenses)

44. Defendants assert all of their additional affirmative defenses that may be revealed during the course of discovery in this action.

WHEREFORE, having fully answered Plaintiff's Complaint, Defendants Yong Wook Park and Seon Park respectfully pray that the Court dismiss the Complaint with prejudice and that Plaintiff recover nothing by reason of the Complaint and grant such other and further relief as the Court may deem just and proper.

Respectfully submitted,

By: 

Ellis R. Lesemann

erl@lalawsc.com

Michelle A. Matthews

mam@lalawsc.com

LESEMANN & ASSOCIATES LLC

418 King Street, Suite 301

Charleston, SC 29403

(843) 724-5155

**Attorneys for Defendants Yong Wook Park
and Seon Park**

September 6, 2017
Charleston, South Carolina

2017-CP-10-3105

CERTIFICATE OF SERVICE

I hereby certify that I have this date, mailed, postage prepaid, a true and correct copy of
the **Answer of Defendants** to the following counsel of record:

Karen M. DeJong, Esq.
DeJong Law Firm, LLC
272 West Coleman Blvd., Suite 200
Mount Pleasant, SC 29464-5652
Attorneys for Plaintiff

By: AJ Stair
Alden J. Stair

September 6, 2017
Charleston, South Carolina

FILED
2017 SEP 13 PM 1:31
CLERK OF COURT
SOUTH CAROLINA

LESEMANN & ASSOCIATES LLC

CIVIL LITIGATION | BUSINESS DISPUTES

ELLIS R. LESEMANN
EMAIL: erl@lalawsc.com

418 KING STREET, SUITE 301
CHARLESTON, SOUTH CAROLINA 29403

TELEPHONE (843) 724-5155

DIRECT: (843) 724-5156
WEBSITE: www.lalawsc.com

September 6, 2017

The Honorable Julie J. Armstrong
Charleston County Clerk of Court
100 Broad Street, Suite 106
Charleston, SC 29401

Re: *Ho Dong Lee v. Yong Wook Park and Sunny Kim Park*
Case No.: 2017-CP-10-3705

Dear Ms. Armstrong:

Enclosed for filing please find the original and one (1) copy of the Answer of Defendants in connection with the above-referenced matter. Please file the original of this pleading with the Court and return a file-stamped copy to me in the self-addressed, stamped envelope provided.

Your assistance with this matter is greatly appreciated.

With best regards,



Ellis R. Lesemann

ERL/ajs
Enclosure

cc: Karen M. DeJong, Esq.

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

HO DONG LEE,

Plaintiff,

vs.

YONG WOOK PARK and SUNNY KIM
PARK,

Defendants.

) IN THE COURT OF COMMON PLEAS
) FOR THE NINTH JUDICIAL CIRCUIT
)
)

Case No.: 2017-CP-10-3705

**DEFENDANTS' MOTION FOR
SUMMARY JUDGMENT**

FILED
2019 APR 12 PM 3:46
JULIE J. ARMSTRONG
CLERK, ARMY COUNTY

COME NOW, Defendants Yong Wook Park ("Mr. Park") and Sunny Kim Park ("Ms. Park") (collectively referred to as "Defendants"), by and through their undersigned counsel, and hereby file this Motion for Summary Judgment on all claims asserted in the Complaint of Plaintiff Ho Dong Lee ("Plaintiff" or "Lee"). This Motion will be supplemented by a memorandum of law and the depositions of Plaintiff and Mr. Park, as well as other materials on file with the Court.

This is a contract dispute relating to an Agreement for Sale and Purchase dated February 27, 2013, between Plaintiff and Mr. Park ("Agreement"). A copy of the Agreement is attached as Exhibit A. Summary judgment is proper for the following reasons:

1. All claims are barred by the applicable statute of limitations. This action was filed on July 21, 2017, which is more than four years and four months after the Agreement was signed. The applicable statute of limitations for each cause of action is three years. Plaintiff has failed to present a question of fact that any cause of action he has asserted is timely.

2. Plaintiff's cause of action for breach of contract fails because Plaintiff has failed to create a material question of fact that a breach of contract has occurred or that Plaintiff was damaged as a proximate result of any alleged breach.

3. Plaintiff's cause of action for breach of contract accompanied by fraudulent act also fails due to the absence of a question of fact regarding a breach of the underlying contract. Plaintiff also fails to create a question of fact as to the other required elements of this cause of action, which include a showing that Defendants acted with fraudulent intent, that Defendants committed a fraudulent act accompanying the breach, and that Plaintiff was damaged as a proximate result. Furthermore, Plaintiff admitted in his recent deposition that Defendants in fact did not make the fraudulent representations that were attributed to Defendants in the Complaint.

4. Plaintiff's cause of action for unjust enrichment fails due to the existence of an express written contract. Plaintiff and Mr. Park entered into an express written contract. As a result, plaintiff may not recover from Mr. Park under theories of unjust enrichment or quantum meruit. *See, e.g., Swanson v. Stratos*, 350 S.C. 116, 122, 564 S.E.2d 117, 120 (Ct. App. 2002); *see also 66 Am.Jur.2d Restitution and Implied Contracts* § 81 (2001) ("[I]t is a defense to an action in quantum meruit that there is an express contract covering the issue of compensation for services or materials furnished."). Additionally, to the extent that an unjust enrichment claim could even hypothetically be stated, Plaintiff has failed to demonstrate a question of fact on any of the required elements of this cause of action.

5. Plaintiff's cause of action for negligent misrepresentation fails because Plaintiff has failed to create a question of fact that either Defendant made a false representation to the plaintiff, that either Defendant owed a duty of care to Plaintiff, that either Defendant breached a duty by failing to exercise due care, that Plaintiff justifiably relied on any representation by either Defendant, or that Plaintiff has suffered a pecuniary loss as the proximate result of his reliance on the representation. Additionally, Plaintiff has failed to demonstrate any representation as to

present or pre-existing facts as would be necessary to support this cause of action. Finally, this claim is precluded by the terms of the underlying Agreement.

6. Plaintiff's cause of action for breach of the implied covenant of good faith and fair dealing fails because, under South Carolina law, this is not a stand-alone cause of action. Furthermore, even when viewed as part of Plaintiff's claim for breach of contract, Plaintiff fails to create a question of fact that the implied covenant of good faith and fair dealing was breached. "There is no breach of an implied covenant of good faith where a party to a contract has done what provisions of the contract expressly gave him the right to do." *Adams v. G.J. Creel & Sons, Inc.*, 320 S.C. 274, 277, 465 S.E.2d 84, 85 (1995). Plaintiff's alleged claim is precluded based on the terms of the underlying Agreement, as well as the evidence indicating that, even prior to signing the Agreement, Plaintiff's legal counsel expressly confirmed Plaintiff's consent to the intended division of assets and debts. See Letter from Graves Wilson, Esq., dated August 13, 2012 (copy attached as Exhibit B). Additionally, Defendant Sunny Park was not a party to the Agreement with Plaintiff.

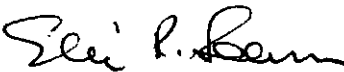
7. Summary judgment should also be granted on every cause of action because Plaintiff has failed to present evidence of damages relating to any cause of action. Discovery has closed. Plaintiff failed to present any evidence of damages, which requires summary judgment to be granted.

8. Additionally, summary judgment should be granted to Defendant Sunny Kim Park. Ms. Park is not a party to the Agreement. Plaintiff has failed to identify any basis for the assertion of any claim against Ms. Park.

WHEREFORE, as will be shown based upon applicable law, legal memoranda and other pleadings, relevant exhibits, discovery, affidavits on file, depositions, and any other admissible

evidence presented to this this Court, Summary Judgment on behalf of Defendants is proper and should be granted.

Respectfully submitted,

By: _____

Ellis R. Lesemann

erl@lalawsc.com

Michelle A. Matthews

mam@lalawsc.com

LESEMANN & ASSOCIATES LLC

418 King Street, Suite 301

Charleston, SC 29403

(843) 724-5155

*Attorneys for Defendants Yong Wook Park and
Sunny Kim Park*

April 12, 2019
Charleston, South Carolina

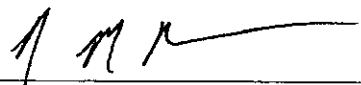
2017-CP-10-3705

CERTIFICATE OF SERVICE

I hereby certify that I have this date, mailed, postage prepaid, a true and correct copy of the Defendants' Motion for Summary Judgment to the following counsel of record:

Karen M. DeJong, Esq.
DeJong Law Firm, LLC
272 West Coleman Blvd., Suite 200
Mount Pleasant, SC 29464-5652

Counsel for Plaintiff

By: 
Nina M. Rogers

This 12th day of April, 2019
Charleston, South Carolina

FILED
2019 APR 12 PM 3:46
JULIE J. ANDERSON
CLERK OF COURT

LESEMANN & ASSOCIATES LLC

CIVIL LITIGATION | BUSINESS DISPUTES

ELLIS R. LESEMAN
EMAIL: erl@lalawsc.com

418 KING STREET, SUITE 301
CHARLESTON, SOUTH CAROLINA 29403

TELEPHONE (843) 724-5155

DIRECT: (843) 724-5156
WEBSITE: www.lalawsc.com

April 12, 2019

The Honorable Julie J. Armstrong
Charleston County Clerk of Court
100 Broad Street, Suite 106
Charleston, SC 29401

Re: *Ho Dong Lee v. Yong Wook Park and Sunny Kim Park*
Case No.: 2017-CP-10-3705

Dear Ms. Armstrong:

Enclosed for filing please find the original and one (1) copy of Defendants' Motion for Summary Judgment in connection with the above-referenced matter. Also enclosed is a motion coversheet and this firm's check made payable to the Charleston County Clerk of Court in the amount of Twenty-Five and No/100 Dollars (\$25.00) representing the applicable filing fee. Please file the original of this pleading with the Court and return a file-stamped copy to me via my courier.

Your assistance with this matter is greatly appreciated.

With best regards,



Ellis R. Lesemann

ERL/nmr

Enclosures

cc: Karen M. DeJong, Esq.

EXHIBIT A

*Agreement for Sale and Purchase by Yong Wook Park and Ho Dong Lee
February 27, 2013*

**THIS AGREEMENT IS SUBJECT TO ARBITRATION UNDER THE SOUTH
CAROLINA UNIFORM ARBITRATION ACT, SECTION 15-48-10, et seq.**

State of South Carolina)
) Agreement for Sale and Purchase
County of Charleston)

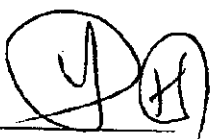
This Agreement for Sale and Purchase is made and entered into this 27th day of ~~November~~ ^{February}, 2012, by and between Yong Wook Park ("Park") and Ho Dong Lee ("Lee") (also either referred to as "Party" or collectively as "Parties"), and shall include this Agreement and all attachments, exhibits, amendments and/or addendums hereto (hereinafter collectively referred to as "Agreement" and incorporated herein by reference).

Whereas, Park and Lee are the sole owners, members and/or shareholders, jointly and equally, of the following:

- a. Yokoso, Inc.,
- b. Yokoso of Summerville, LLC,
- c. Tsunami of Columbia, LLC,
- d. Tsunami of Harbison, LLC,
- e. Tsunami of Mt. Pleasant, LLC,
- f. certain real property in Lexington County known as 1290 Bower Parkway, Columbia, SC 29212, TMS #002898-01-029, ("Lexington Property"); and
- g. 6.5 acres, more or less (to be determined), of real property in Ladson, Berkeley County known as the Berkeley Property ("Berkeley Property");

Whereas, Park and Lee, whether in their individual capacities or as the sole owners, members and shareholders of Yokoso, Inc., Yokoso of Summerville, LLC, Tsunami of Columbia, LLC, Tsunami of Mt. Pleasant, LLC, and/or said entities are parties to various term loans, loans, lines of credit, credit cards, and/or construction loans with Bank of America, American Express and/or Commercial Loan Solutions, LLC through its servicing agent Midwest Servicing, Inc., as successor in interest to BB&T, all of which are or may be in default, to wit:

- a. Term loan made by Bank of America, N.A. to Yokoso, Inc., Yong W. Park and Ho Dong Lee (collectively "Borrower") in original principal amount of up to \$681,287.33 evidenced by Promissory Note dated April 7, 2005 made by Borrower and secured by a Mortgage of even date made by Ho Dong Lee (upon information



and belief, the property owned by Ho Dong Lee and located at 8601 Antler Drive, Charleston, SC 29406 secures this loan);

- b. Line of credit loan made by Bank of America, N.A. to Yokoso, Inc. ("Borrower") in original principal amount of up to \$150,000.00 evidenced by Promissory Note dated December 21, 2005 made by Borrower and secured by a Mortgage of even date made by Borrower, and individually guaranteed by Yong Park, Yong W. Park and Ho Dong Lee (upon information and belief, the property owned by Ho Dong Lee and located at 8601 Antler Drive, Charleston, SC 29406 secures this loan);
- c. Construction/term loan by Bank of America, N.A. to Yong W. Park and Ho Dong Lee (collectively "Borrower") in original principal amount of up to \$1,467,000.00 dated March 17, 2008 and secured by a mortgage, assignment of rents, security agreement and fixture filing of even date, and further guaranteed by Yokoso, Inc., Tsunami of Columbia, LLC and Tsunami of Mt. Pleasant, LLC;
- d. Line of credit loan made by Bank of America, N.A. to Tsunami of Columbia, LLC ("Borrower") in original principal amount of up to \$295,000.00 dated May 4, 2009 and secured by a security agreement, and further guaranteed by Yong Park, Yong W. Park, Ho Dong Lee and Yokoso, Inc.
- e. Yokoso, Inc. Bank of America credit card account (card number ending 4667) with balance due of approximately \$23,217.09.
- f. Yokoso, Inc. American Express credit card account (card number ending 7-63003) with balance due of approximately \$17,310.82.
- g. BB&T loan numbers 171210006 (\$3,802.48 past due as of 8/30/12), 171210007 (\$7,897.17 past due as of 8/30/12), 171210008 (\$13,618.97 past due as of 8/30/12).
- h. Yokoso of Summerville, LLC BB&T credit card account (card number ending 1861) with balance due of approximately \$18,123.50.
- i. Yokoso of Summerville, LLC BB&T credit card account (card number ending 6309) with balance due of approximately \$5,525.01.

Whereas, further, the Parties hereto and the entities named herein are parties to the following guaranties, which may be the same or in addition to the guaranties mentioned above:

- a. Continuing and Unconditional Guaranty in favor of Bank of America dated August

17, 2006, for the borrower, Tsunami of Columbia, LLC, and guaranteed by Yokoso, Inc.;

- b. Continuing and Unconditional Guaranty in favor of Bank of America dated August 17, 2006, for the borrower, Tsunami of Columbia, LLC, and guaranteed by Lee;
- c. Continuing and Unconditional Guaranty in favor of Bank of America dated August 17, 2006, for the borrower, Tsunami of Columbia, LLC, and guaranteed by Park;
- d. Continuing and Unconditional Guaranty in favor of Bank of America dated August 17, 2006, for the borrower, Tsunami of Columbia, LLC, and guaranteed by Tsunami of Mt. Pleasant, LLC;
- e. Continuing and Unconditional Guaranty in favor of Bank of America dated May 4, 2009, for the borrower, Tsunami of Columbia, LLC, and guaranteed by Lee;
- f. Continuing and Unconditional Guaranty in favor of Bank of America dated August 27, 2010, for the borrower, Yokoso, Inc, and guaranteed by Park;
- g. Continuing and Unconditional Guaranty in favor of Bank of America dated August 27, 2010, for the borrower, Yokoso, Inc, and guaranteed by Lee;
- h. Commercial Guaranty in favor of Bank of America for loan # 11 7885004 NEW LMW for the borrower, Yokoso, Inc., and guaranteed by Lee; and
- i. Commercial Guaranty in favor of Bank of America for loan # 11 7885004 NEW LMW for the borrower, Yokoso, Inc., and guaranteed by Park;

(The loans, mortgages, credit cards, lines of credit, guaranties and/or any documents arising out of or related to any of them collectively hereinafter referred to as "Mortgage");

Whereas, Park and Lee wish to separate their joint business and real and personal property interests;

Whereas, notwithstanding executed agreements governing the operation of the above-named entities, if any, Park and Lee as the sole owners, members and shareholders of the above-mentioned entities, agree to the division of their assets, interests and/or liabilities as is more specifically set forth below;

Whereas, there are or may be other loans, credit lines, credit cards or other similar types of accounts as to which some or all of Yong W. Park, Ho Dong Lee, Yokoso, Inc., Tsunami of



Columbia, LLC, Yokoso of Summerville, LLC, Tsunami or Harbison, LLC and/or Tsunami of Mt. Pleasant, LLC may be or are parties thereto whether as signatory thereto or as a guarantor thereof.

NOW THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, Park and Lee hereby agree as follows:

1. Whereas. The foregoing Whereas clauses are an integral part hereof.
2. Yokoso, Inc. Transfer. Park hereby transfers to Lee all his title, shares, ownership and interest in: Yokoso, Inc. Lee shall accept the physical assets of Yokoso, Inc. in "as is" and "where is" condition.

Park and Lee shall take all steps and execute any and all such documents as are, or may become, necessary to complete such transfer of ownership and shares including, but not limited to: the Affidavits of Lost, Stolen or Destroyed Stock Certificates, attached hereto as Exhibits A and B; Resolution of Directors of Yokoso, Inc., attached hereto as Exhibit C, with Park's Letter of Resignation, attached as Exhibit C1; SC Secretary of State Resignation of Registered Agent, attached hereto as Exhibit D; and SC Secretary of State Notice of Change of Registered Office or Registered Agent, attached hereto as Exhibit E.

Further, Park and Lee shall take all steps and execute any and all such documents as are or may become, necessary to, remove and release Park from any ownership of, involvement in, or obligations or authority for or incident to the operation of Yokoso, Inc. and its business, including but not limited to vendor or supplier accounts or guaranties; insurance accounts and agreements; leases; banking accounts; loans; credit lines; fixture filings; security agreements; and/or fixture or equipment ownership, leases or security interests. Park acknowledges and agrees that to the extent any third party refuses to release or remove Park individually from any involvement in, or obligations or authority for or incident to the operation of Yokoso, Inc. or its business, that he shall remain so involved and obligated until such time as that third party agrees to release or remove him. Lee agrees that he shall be under a reasonable, continuing duty (not more than once per year) to seek Park's release or removal from such third party(ies) until such time as Park is released or removed, or Park's involvement and/or obligation terminates or

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expires, and further, that Lee will not renew or extend any account or agreement which requires Park's inclusion or names Park.

Further, Lee, individually and/or on behalf of Yokoso, Inc., shall take all steps and execute any and all such documents as are, or may become, necessary to deal with, address, renew, extend, work out, refinance, pay off and/or resolve the Mortgage and/or the work out with Bank of America and/or American Express and/or Commercial Loan Solutions, LLC through its servicing agent Midwest Servicing, Inc., as successor in interest to BB&T or any other creditors due monies associated with Yokoso, Inc.

Park hereby represents as follows, that:

- (a) he has no knowledge or information of any action, suit or proceeding, pending or threatened, against or affecting Yokoso, Inc., except: to the extent applicable, the Mortgage and guaranties referenced above; and
- (b) he has no knowledge or information of any action, suit or proceeding, pending or threatened, encumbrances, liens, agreements or covenants that would limit or effect his ability to transfer his title, shares, ownership and interest in Yokoso, Inc. to Lee, except: to the extent applicable, the Mortgage and guaranties referenced above.

3. Tsunami of Columbia, LLC, Tsunami of Mt. Pleasant, LLC, Tsunami of Harbison, LLC, and/or Yokoso of Summerville, LLC Transfers. Lee hereby transfers to Park all his title, shares, ownership and/or interest in each of the following:

- a. Tsunami of Columbia, LLC;
- b. Tsunami of Mt. Pleasant, LLC;
- c. Tsunami of Harbison, LLC; and
- d. Yokoso of Summerville, LLC.

Park shall accept the physical assets of (a)-(d) above in "as is" and "where is" condition.

Park and Lee shall take all steps and execute, for each such entity, any and all such documents as are, or may become, necessary to complete such transfer of ownership including, but not limited to: the applicable Member's Statements of Dissociation, Acknowledgment and Acceptance of Dissociation and Resolution of Members, attached hereto as Exhibits F, G, H and I.

Further, Park and Lee shall take all steps and execute any and all such documents as are or may become, necessary to, remove and release Lee from any involvement in, or obligations or authority for or incident to the operation of Tsunami of Columbia, LLC, Tsunami of Mt. Pleasant, LLC, Tsunami of Harbison, LLC, and/or Yokoso of Summerville, LLC and their respective businesses, including but not limited to vendor or supplier accounts or guaranties; insurance accounts and agreements; leases; banking accounts; loans; credit lines; and/or fixture or equipment ownership, leases or security interests. Lee acknowledges and agrees that to the extent any third party refuses to release or remove Lee individually from any involvement in, or obligations or authority for or incident to the operation of Tsunami of Columbia, LLC, Tsunami of Mt. Pleasant, LLC, Tsunami of Harbison, LLC, and/or Yokoso of Summerville, LLC, and their respective businesses, that he shall remain so involved and obligated until such time as that third party agrees to release or remove him. Park agrees that he shall be under a reasonable, continuing duty (not more than once per year) to seek Lee's release or removal from such third party(ies) until such time as Lee is released or removed, or Lee's involvement and/or obligation terminates or expires, and further, that Park will not renew or extend any account or agreement which requires Lee's inclusion or names Lee.

Further, Park, individually and on behalf of Tsunami of Columbia, LLC, Tsunami of Mt. Pleasant, LLC, Tsunami of Harbison, LLC, and/or Yokoso of Summerville, LLC, shall take all steps and execute any and all such documents as are, or may become, necessary to deal with, address, renew, extend, work out, refinance, pay off and/or resolve the Mortgage and/or the work out with Bank of America and/or Commercial Loan Solutions, LLC through its servicing agent Midwest Servicing, Inc., as successor in interest to BB&T or any other creditors due monies associated with a-d above.

Park hereby represents as follows, that:

- (a) he has no knowledge or information of any action, suit or proceeding, pending or threatened, against or affecting Tsunami of Columbia, LLC, Tsunami of Mt. Pleasant, LLC, Tsunami of Harbison, LLC, and Yokoso of Summerville, LLC, except: to the extent applicable, the Mortgage, itself; and
- (b) he has no knowledge or information of any action, suit or proceeding, pending or

threatened, encumbrances, liens, agreements or covenants that would limit or effect his ability to transfer his title, shares, ownership and interest in Tsunami of Columbia, LLC, Tsunami of Mt. Pleasant, LLC, Tsunami of Harbison, LLC, and/or Yokoso of Summerville, LLC to Lee, except: to the extent applicable, the Mortgage;

4. Lexington Property. Lee hereby transfers to Park for \$10.00, in addition to such other good and valuable consideration set forth herein, the receipt and sufficiency of which is hereby expressly acknowledged, all his title, rights, ownership and interest in the Lexington Property.

Lee hereby represents as follows, that:

(a) he has no knowledge or information of any action, suit or proceeding, pending or threatened, against or affecting the Lexington Property, except: to the extent applicable, the Mortgage and guaranties referenced above; and

(b) he has no knowledge or information of any encumbrances, liens, agreements or covenants that would limit or effect his ability to transfer his title, rights ownership and interest in the Lexington Property to Park, except: to the extent applicable, the Mortgage and guaranties referenced above.

Immediately after the execution of this Agreement, Park shall order, obtain and procure a current owner title abstract for the Lexington Property. Except for those applicable mortgages, guaranties and/or liens set forth above, the Property shall not be otherwise encumbered or subject to liens. In the event the abstract identifies a new encumbrance or lien, Park shall have the right to refuse to accept the transfer of the Lexington Property.

Park and Lee shall take all steps and execute any and all such documents as are, or may become, necessary to complete such transfer of ownership, including but not limited to a General Warranty Deed. Park and Lee contemplate that the transfer of the Lexington Property shall take place on or before March 14, 2013.

5. Berkeley Property. Lee hereby transfers to Park for \$10.00, in addition to such other good and valuable consideration set forth herein, the receipt and sufficiency of which is hereby expressly acknowledged, all his title, rights, ownership and interest in the Berkeley Property.

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Lee hereby represents as follows, that:

- (a) he has no knowledge or information of any action, suit or proceeding, pending or threatened, against or affecting the Berkeley Property, except: to the extent applicable, the Mortgage and guaranties referenced above; and
- (b) he has no knowledge or information of any encumbrances, liens, agreements or covenants that would limit or effect his ability to transfer his title, rights ownership and interest in the Berkeley to Park, except: to the extent applicable, the Mortgage and guaranties referenced above.

Immediately after the execution of this Agreement, Park shall order, obtain and procure a current owner title abstract for the Berkeley Property. Except for those applicable mortgages, guaranties and/or liens set forth above, the Property shall not be otherwise encumbered or subject to liens. In the event the abstract identifies a new encumbrance or lien, Park shall have the right to refuse to accept the transfer of the Berkeley Property.

Park and Lee shall take all steps and execute any and all such documents as are, or may become, necessary to complete such transfer of ownership, including but not limited to a General Warranty Deed. Park and Lee contemplate that the transfer of the Berkeley Property shall take place on or before March 14, 2013.

6. Credit Card Accounts.

- a. Park shall be solely responsible for the Yokoso, Inc. Bank of America credit card account number ending in -4667 (as more fully identified in Paragraph e. on page 2 of this Agreement) and shall hold Lee harmless and indemnify him in the event of any default thereon.
- b. Park shall be solely responsible for the Yokoso of Summerville, LLC BB&T credit card account number ending in -1861 and the Yokoso of Summerville, LLC BB&T credit card account number ending in -6309 (as more fully identified in Paragraphs h. and i. on page 2 of this Agreement) and shall hold Lee harmless and indemnify him in the event of any default thereon.
- c. Park shall be solely responsible for the Yokoso, Inc. American Express credit

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card account number ending in -7-63003 (as more fully identified in Paragraph f. on page 2 of this Agreement) and shall hold Lee harmless and indemnify him in the event of any default thereon.

- d. Park shall make a good faith effort to have Lee removed as a responsible party on the accounts, and if necessary to carry out this provision, shall close the account(s) and open a credit card account in his sole name or the name of one of the entities being transferred each to the other herein.

7. Costs and Expense Sharing. Park and Lee agree to share equally (50% each) the costs and expenses required to prepare, file and/or record any of the documents required by the transfers and transactions contemplated herein by or with the Secretary of State, the applicable Register of Deeds, and/or any institution, person, entity or governmental agency, including but not limited to the Deed consideration, the deed stamps and any other such documents. Park and Lee agree to promptly pay to Simons & Dean their respective share of these and any other additional costs or fees incurred which are expended by Simons & Dean in furtherance of the parties' agreement. In contemplation thereof and upon execution of this agreement, Park and Lee shall each deposit into trust with Simons & Dean the sum of \$500.00, which is anticipated to cover all required filing fees associated with the above mentioned transactions.

8. Non-Compete. Park and Lee covenant with each other, as additional consideration, that neither Park nor Lee will operate a restaurant serving Asian or Asian-style food, or in any way aid or assist any other person or entity in the opening or operation of such a restaurant serving Asian or Asian-style food within in a 5 mile radius of their respective restaurants for a period of two (2) years.

9. Value of Transfers. Park and Lee expressly agree that each of the transactions contemplated herein and the attendant transfers of ownership, interests, shares, equity, assets, good will, real property and personal property between them as set forth herein are equal of value, and are fair and equitable. Park and Lee understand that there may be tax consequences, adverse or otherwise, as to each of them from the contemplated transfers, and each of Park and Lee agree to accept said consequences, it being their intention that neither is to recognize any taxable gain from the transactions noted above. Park and Lee expressly affirm that each of them

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has had the opportunity to obtain such tax advice as each of them deems necessary prior to the execution of this agreement. Park and Lee expressly affirm that each of them is responsible for his own individual income taxes payable to the state or federal government, and neither party has made any representation to the other that he will pay the other's individual tax liability.

10. Indemnity. Park shall defend, indemnify and hold Lee harmless from and against any claims, damages, costs and/or expenses (including attorney's fees and costs) arising out of or related to Lee's former ownership, operation, tenancy and/or use of Tsunami of Columbia, LLC, Tsunami of Mt. Pleasant, LLC, Tsunami of Harbison, LLC, and Yokoso of Summerville, LLC, or their respective operations, locations, tenancies and personal property, whether due to damage to such operations, locations, tenancies or personal property; claims for injuries to persons or property, real or personal; administrative or criminal action by a governmental authority; or any other cause; except, however, where such claims, damages, costs and/or expenses are caused by the sole negligence of Lee.

Park shall also defend, indemnify and hold Lee harmless from and against any claims, damages, costs and/or expenses (including attorney's fees and costs) arising out of or related to his former ownership, right, title and interest in the Lexington Property, whether due to damage to occupancy or tenancy; claims for injuries to persons or property, real or personal; administrative or criminal action by a governmental authority; or any other cause; except, however, where such claims, damages, costs and/or expenses are caused by the sole negligence of Lee.

Lee shall defend, indemnify and hold Park harmless from and against any claims, damages, costs and/or expenses (including attorney's fees and costs) arising out of or related to his former ownership, operation, tenancy and/or use of Yokoso, Inc, or its operation, location, tenancy and personal property, whether due to damage to such operation, location, tenancy or personal property; claims for injuries to persons or property, real or personal; administrative or criminal action by a governmental authority; or any other cause; except, however, where such claims, damages, costs and/or expenses are caused by the sole negligence of Park.

Lee shall also defend, indemnify and hold Park harmless from and against any claims, damages, costs and/or expenses (including attorney's fees and costs) arising out of or related to his former ownership, right, title and interest in the Berkeley Property, whether due to damage to

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occupancy or tenancy; claims for injuries to persons or property, real or personal; administrative or criminal action by a governmental authority; or any other cause; except, however, where such claims, damages, costs and/or expenses are caused by the sole negligence of Park.

The foregoing indemnity provisions notwithstanding, Park and Lee shall each remain liable as set forth in the respective documents existing, or to be existing, under the Mortgage (as defined above) unless and until Bank of America and/or Commercial Loan Solutions, LLC through its servicing agent Midwest Servicing, Inc., as successor in interest to BB&T and/or American Express and/or any other creditors due monies associated therewith agrees in writing to release either Park, Lee or any of the guarantor or obligated entities. Upon such release, Park and Lee can then enter into an agreement to determine what their obligations and liabilities may be, if any.

11. Default; Remedies; Remedies Cumulative and Non-Waiver. If either party defaults in the performance of any of the terms, conditions or covenants contained herein and does not cure such default within ten (10) days after written notice thereof; or does not within such twenty (20) days commence such act or acts as shall be necessary to remedy a default which is not curable within said twenty (20) days for reasons beyond the control of the party, and shall not complete such act or acts within forty (40) days after written notice; then the non-defaulting party may take such other steps as he deems necessary, including the hiring of legal counsel or the institution of legal or arbitration proceedings for the enforcement of this Agreement and/or the recovery of money damages or equitable relief.

If suit shall be brought (by arbitration or in a court of competent jurisdiction) or claim shall be made (whether or not suit is commenced or judgment entered), because of the breach of any covenant herein; arising out of or related to the enforcement of the Agreement; and/or the recovery of money damages or equitable relief arising out of or related to the Agreement, the non-prevailing party shall pay to the prevailing party, in addition to all other sums and relief available to the prevailing party, all expenses, fees and costs incurred therefor including reasonable attorney's fees and costs. Each party shall in all events use its reasonable best efforts to mitigate its damages.

Except as specifically set forth in this agreement, no remedy herein or otherwise conferred upon or reserved to either party shall be considered exclusive of any other remedy, but

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the same shall be distinct, separate and cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity; and every power and remedy given by this agreement, or at law or in equity may be exercised from time to time as often as occasion may arise or as may be deemed expedient. No delay or omission of either party to exercise any right or power arising from any default on the part of the other party shall impair any such right or power, or shall be construed to be a waiver of any such default, or acquiescence therein. The acceptance of a partial payment or partial cure by the non-defaulting party with knowledge of a default shall not constitute a waiver of such default.

The failure of either Party to insist upon strict performance of any of the terms, conditions and covenants herein shall not be deemed to be a waiver of any rights or remedies that each may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained except as may be expressly waived in writing.

12. Notices. All notices provided for herein shall be in writing and shall be deemed to be given when sent by a nationally recognized overnight carrier, or USPS registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

Yong Wook Park
1786 Cherokee Rose Circle
Mt. Pleasant, SC 29466

Ho Dong Lee
8850 Dorchester Rd., Apt. 1221
N. Charleston, SC 29420

Either party hereto may from time to time, by notice as herein provided, designate a different address to which notices to it shall be sent.

13. Arbitration. Any dispute between the Parties arising out of or related to this Agreement; any of the entities (including their operations, locations and personal property) or real property referred to herein, and/or any of the transactions and/or transfers contemplated herein; or any matter of dispute arising between the Parties shall be determined by arbitrators. Such arbitration shall be conducted before three arbitrators, unless the Parties agree to one. Each Party shall have the right to name one arbitrator, and the two arbitrators shall then choose a third. The arbitrator(s) shall conduct his/her/their proceedings and make his/her/their decisions in strict conformity with the South Carolina Uniform Arbitration Act; provided, however, such

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arbitrators shall apply applicable South Carolina law to any controversy. All such arbitration proceedings hereunder shall be conducted in Charleston County, South Carolina. The decision of the arbitrator or arbitrators, as the case may be, shall be final, conclusive and binding upon the Parties.

14. Governing Law. Any dispute arising out of or related to this Agreement; any of the entities (including their operations, locations and personal property) or real property referred to herein, and/or any of the transactions and/or transfers contemplated herein; or any matter of dispute arising between the Parties shall be governed by, construed and enforced in accordance with the laws of the State of South Carolina. The Parties hereby expressly waive any right to object to the same.

15. Waiver of Right to Jury. The Parties expressly waive trial by jury in any action or proceeding (including counterclaims, cross-claims and/or third-party claims), whether at law or in equity, brought by any Party hereunder.

16. Jurisdiction and Venue. The Parties expressly agree and consent that the courts of the State of South Carolina shall have jurisdiction over any dispute arising out of or related to this Agreement; any of the entities (including their operations, locations and personal property) or real property referred to herein, and/or any of the transactions and/or transfers contemplated herein; or any matter of dispute arising between the Parties, and that County of Charleston, State of South Carolina, shall have in personam jurisdiction over the Parties and shall be the proper place of venue for any such proceeding. The Parties expressly waive any right to object to, or to transfer or change the venue for any such proceeding.

17. Complete Agreement/Merger. Each Party acknowledges that neither the other Party, nor any of his agents, employees or anyone on his behalf, have made any representations, warranties, guaranties or promises with respect to the within transactions, transfers, entities, operations, locations, real property or personal property except as herein expressly set forth, and no rights, privileges, title, ownership or liability is acquired by either Party except as herein expressly set forth.

The Parties further expressly agree that this Agreement contains the complete agreement between the Parties regarding the terms and conditions of the this Agreement and its subject matter; any of the entities (including their operations, locations and personal property) or real

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property referred to herein, and/or any of the transactions and/or transfers contemplated herein, and there are no oral or written conditions, terms, warranties, understandings or other agreements pertaining thereto which have not been incorporated herein. This Agreement may be modified only by written instrument signed by both Parties.

18. Time is of the Essence. It is understood and agreed between the Parties hereto that time is of the essence in all of the terms and provisions of this Agreement.

19. Captions and Titles. The captions and titles appearing herein are for reference only and shall not in any way modify, amend or affect the provisions thereof.

20. Grammatical Changes. The proper grammatical changes shall be understood and apply where necessary to designate the plural rather than the singular and the masculine or feminine gender.

21. Binding Agreement. The conditions, covenants and agreements contained herein shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, heirs, executors, administrators and assigns, except as otherwise provided herein. No rights, however, shall inure to the benefit of any assignee of either Party unless the assignment to such assignee has been approved in writing by the other Party.

22. Authority. To the extent any representations or warranties are made, any authority is exercised or any documents executed on behalf of any corporation, limited liability company, general partnership, limited partnership or any other type of business or legal entity, each such business or legal entity such action hereby covenants and warrants that it is duly organized and qualified to do business in the State of South Carolina, that it has full authority to take any such actions, and further, that each person taking such actions on its behalf is duly authorized to do so.

23. Interpretation Presumption. The Parties expressly agree that in the event of a dispute concerning the interpretation of this Lease, each party hereby waives the doctrine that an ambiguity should be interpreted against the Party who drafted the document.

24. Right to Review and Legal Counsel. The Parties expressly acknowledge and agree that each has had the opportunity to review the Agreement, and to seek and receive legal advice for the same.

25. Counterparts and Facsimiles. This Agreement may be executed in multiple

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counterparts, each of which will be deemed an original and all of which when taken together shall constitute one and the same agreement. The Parties agree that the delivery of a party's signature by facsimile transmittal shall have the same legal effect as the delivery of such Party's original signature and the Parties may rely upon the binding and enforceable effect of such delivery. Each Party who delivers a signature by facsimile transmittal agrees to deliver its original signature within two (2) days of execution.

26. Forbearance Agreement. Contemporaneously with the execution of this Agreement, it is the party's expectation to enter into a Forbearance Agreement with the Bank of America, the proposed terms of which have previously been provided to both parties. The parties affirm that prior to the execution thereof Bank of America may change the terms thereof or impose additional requirements. The parties further affirm that the operative effect of this Agreement is not contingent upon the parties entering into the Forbearance Agreement. Notwithstanding the foregoing, in the event the parties do enter into the Forbearance Agreement with Bank of America, and as set forth more fully below, Park shall be responsible for seventy percent (70%) of the costs and expenses associated therewith and Lee shall be responsible for thirty percent (30%) of the costs and expenses associated therewith. This 70/30 cost sharing arrangement shall not apply to any initial payment (currently in the amount of \$35,000.00) due to Bank of America upon the execution of the Forbearance Agreement, but only to any subsequent monthly or other payments related thereto during the term thereof and specifically including any lump sum or balloon payment at the end of the forbearance period.

Notwithstanding the foregoing, Park agrees to pay the initial payment currently set at \$35,000.00 in the Forbearance Agreement.

27. Property Taxes. There are past due property taxes on the properties totaling \$57,826.78 as of January 15, 2013. All past due property taxes shall be paid in full by no later than March 15, 2013. Of this amount, Lee shall be responsible for the taxes on Yokoso, Inc., and Park shall be responsible for paying the taxes on Tsunami of Columbia, LLC; Tsunami of Mt. Pleasant, LLC; Tsunami of Harbison, LLC; and Yokoso of Summerville, LLC. All property taxes hereafter shall be paid in a timely manner with Lee being solely responsible for the taxes on Yokoso, Inc., and Park being solely responsible for the taxes on Tsunami of Columbia, LLC;

Tsunami of Mt. Pleasant, LLC; Tsunami of Harbison, LLC; Yokoso of Summerville, LLC; and the Lexington Property and the Berkeley Property.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their respective hands and seals on the day and year first above written.

WITNESSES:

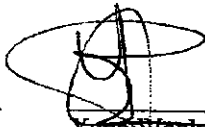
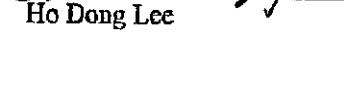
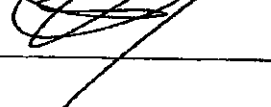
 _____	 _____
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 _____	 _____
 _____	 _____

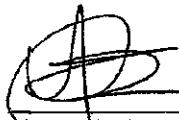
Exhibit A

**Affidavit of Yong Wook Park of
Lost, Stolen or Destroyed Stock Certificates
of Yokoso, Inc.**

The undersigned, being first duly sworn, deposes and says that:

1. He is Yong Wook Park, and he is competent to make this Affidavit.
2. He is a 50% (one-half) owner with Ho Dong Lee of Yokoso, Inc., a corporation duly organized under the laws of South Carolina, with its principal office at 8601
South Antler Dr., N. Charleston, SC 29406
3. He is a shareholder of Yokoso, Inc. and the owner of Common Stock of Yokoso, Inc.
4. He cannot recall whether Certificate(s) were actually issued by Yokoso, Inc.
5. He has examined and searched his records, and after a diligent search is unable to find the certificate or certificates representing such shares, and believes such Certificate(s), if any, are lost.
6. He has not transferred, pledged, encumbered or sold any of shares represented by such Certificate(s), except as they may be encumbered by those mortgage(s), guaranty(ies), liens and/or other debt set forth in the foregoing Agreement for Sale and Purchase.
7. In the event of the discovery of the original Certificate(s), he agrees to return them promptly to Yokoso, Inc., or its successor, marked "Cancelled".

Further deponent sayeth not.


Yong Wook Park

SWORN to and subscribed to before
me this 27 day of February, 2013.

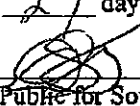

Notary Public for South Carolina
My Commission expires: 11/13/21

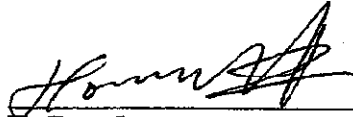
Exhibit B

**Affidavit of Ho Dong Lee of
Lost, Stolen or Destroyed Stock Certificates
of Yokoso, Inc.**

The undersigned, being first duly sworn, deposes and says that:

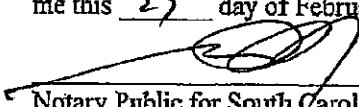
1. He is Ho Dong Lee, and he is competent to make this Affidavit.
2. He is a 50%(one-half) owner with Yong Wook Park of Yokoso, Inc., a corporation duly organized under the laws of South Carolina, with its principal office at _____.
3. He is a shareholder of Yokoso, Inc. and the owner of Common Stock of Yokoso, Inc.
4. He cannot recall whether Certificate(s) were actually issued by Yokoso, Inc.
5. He has examined and searched his records, and after a diligent search is unable to find the certificate or certificates representing such shares, and believes such Certificate(s), if any, are lost.

Further deponent sayeth not.



Ho Dong Lee

SWORN to and subscribed to before
me this 27 day of February, 2013.



Notary Public for South Carolina
My Commission expires: 1/2/16

Exhibit C

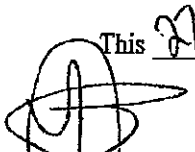
Resolution of Board of Directors of Yokoso, Inc.

Yong Wook Park ("Park") wishes to tender his share certificates issued, if any, and shares of Yokoso, Inc. back to Yokoso, Inc. and/or Ho Dong Lee ("Lee"), to terminate his ownership of Yokoso, Inc., and to convey all his interests to Lee.

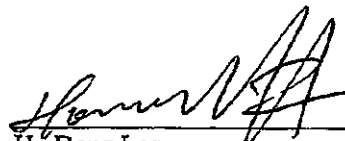
RESOLVED, that

- a. those share certificates issued, if any, and shares previously allotted to Park are hereby returned to Yokoso, Inc. and canceled;
- b. Park's ownership in Yokoso, Inc. is hereby terminated;
- c. all of Park's rights and interest in Yokoso, Inc. are hereby conveyed to Lee; and
- d. Park hereby tenders his resignation as a shareholder and President, as attached hereto as Exhibit C1.
- e. Park hereby tenders his resignation as registered agent, as follows in Exhibit D to the Agreement for Sale and Purchase.

This 21 day of February, 2013.



Yong Wook Park



Ho Dong Lee

Exhibit C1

Yong Wook Park's Letter of Resignation from Yokoso, Inc.

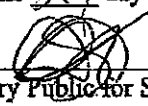
To Whom it May Concern:

On this 27 day of February, 2013, I hereby submit this letter of resignation effectively resigning as President and as a shareholder, and waiving any and all rights that I have in and to the Yokoso, Inc.



Yong W. Park

SWORN to and subscribed to before
me this 27 day of February, 2013.



Notary Public for South Carolina
My Commission expires: 11/3/21



STATE OF SOUTH CAROLINA
SECRETARY OF STATE

RESIGNATION OF REGISTERED AGENT AND
DISCONTINUANCE OF REGISTERED OFFICE
OF A SOUTH CAROLINA OR
FOREIGN CORPORATION

PLEASE TYPE OR PRINT IN BLACK INK

Pursuant to Sections 33-5-103 and 33-15-109 of the South Carolina Code of Laws, as amended, the undersigned hereby submits the following:

1. The name of the Corporation that is affected by this document is Yokoso, Inc.
The date of Incorporation is May 5, 2000
2. ☒ That the undersigned resigns as the registered agent of the above named corporation effective the 31st day after the date on which this document is filed in the Office of the Secretary of State.
3. ☒ That the above named corporation's registered office, which is the business office of the registered agent, is discontinued, effective the 31st day after the date on which this document is filed in the Office of the Secretary of State.

Date: 2/27/13

Signature

A handwritten signature in black ink, appearing to be "Yong W. Park", written over a horizontal line.

Yong W. Park

Type or Print Name

FILING INSTRUCTIONS

1. Three copies of this document, the original and either two duplicate originals or two conformed copies must be filed.
2. Filing fee (payable to the Secretary of State at the time of filing this document):

Agent's Statement of Resignation	\$ 3.00
Discontinuance of Registered Office	2.00
Total	\$ 5.00

Return to: Secretary of State
1205 Pendleton Street Suite 525
Columbia, SC 29201



STATE OF SOUTH CAROLINA
SECRETARY OF STATE

NOTICE OF CHANGE OF REGISTERED OFFICE
OR REGISTERED AGENT OR BOTH
OF A SOUTH CAROLINA
OR FOREIGN CORPORATION

TYPE OR PRINT CLEARLY IN BLACK INK

Pursuant to Sections 33-5-102 and 33-15-108 of the 1976 South Carolina Code of Laws, as amended, the undersigned corporation submits the following information.

1. The name of the corporation is Yokoso, Inc.
(Must match name on record with Secretary of State's Office)
2. The corporation is (complete either a or b, whichever is applicable):
 - a. a domestic corporation incorporated in South Carolina on May 5, 2000; or
(Must match date on record with Secretary of State's Office)
 - b. a foreign corporation incorporated in _____ on _____, and
State Date
authorized to do business in South Carolina on _____
(Must match date on record with Secretary of State's Office)
3. The street address of the registered office (currently on file) in South Carolina is
1421 Arrowind Terrace Charleston, South Carolina 29414
Street Address City Zip Code
4. If the current registered agent's office is to be changed, the new address will be
8601 South Antler Dr. Charleston, South Carolina 29406
Street Address City Zip Code
5. The name of the registered agent currently on file is Yong W. Park
6. If the current registered agent is to be changed, the name of the new registered agent is
Ho Dong Lee
* I hereby consent to the appointment as registered agent of the corporation:

Signature of New Registered Agent
7. The address of the registered office and the address of the business office of the registered agent, as changed, will be identical.
8. Unless a delayed date is specified, this will be effective upon acceptance for filing by the Secretary of State (See Section 33-1-230(b) of the 1976 South Carolina Code of Laws, as amended _____)

*Pursuant to Sections 33-5-102(5) and 33-15-108(5) of the 1976 South Carolina Code of Laws, as amended, the written consent of the registered agent may be attached to this form.

2/27/13
Date

Yokoso, Inc.
Name of Corporation

Yokoso, Inc.
Name of Corporation

[Signature]
Signature of Officer

Ho Dong Lee
Type or Print Name

President
Position of Officer

FILING INSTRUCTIONS

1. Two copies of this form must be submitted for filing.
2. \$10.00 filing fee made payable to the South Carolina Secretary of State.
3. Self-addressed stamped return envelope.
4. Return to: Secretary of State
Attn: Corporations
1205 Pendleton St., Ste. 525
Columbia, SC 29201
5. Pursuant to Section 33-5-102(b) of the 1976 South Carolina Code of Laws, as amended, the registered agent can file this when the only change is the street address of the registered office. In this situation, the following statement should be typed on the form above the registered agent's signature: "The corporation has been notified of this change." In this case the filing fee is \$2.00.

Form Revised by South Carolina Secretary of State, March 2012

Exhibit F

**Ho Dong Lee's Member's Statement of Dissociation,
Yong Wook Park's Acknowledgment and Acceptance of Dissociation,
and Resolution of Members of Tsunami of Columbia, LLC**

Ho Dong Lee ("Lee") hereby gives notice of his voluntary dissociation and withdrawal from Tsunami of Columbia, LLC ("LLC"), and Yong Wook Park ("Park") hereby acknowledges and accepts the same.

Lee and Park cannot recall whether an Operating Agreement ("Agreement") was executed for the LLC, and have examined and searched their records, and after a diligent search are unable to find any such Agreement.

Lee has not transferred, pledged, encumbered or sold any of his interest in the LLC, except as it may be encumbered by those mortgage(s), guaranty(ies), liens and/or other debt set forth in the foregoing Agreement for Sale and Purchase.

In Lee's dissociating and withdrawing from the LLC, Lee and Park hereby waive any restrictions or requirements, if any, on the disposition of Lee's membership as may be set forth the Agreement, if any, as may be applicable to any membership interest Lee has or may have in the LLC.

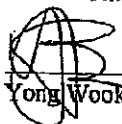
Lee and Park understand and acknowledge that upon Lee's dissociation and withdrawal from the LLC, Lee will have no rights, duties or obligations in or to the LLC. Specifically, Lee waives any buyout rights he has or may have as a dissociating member as may be set forth in the Agreement, if any. Lee further waives any rights he may have under the S.C. Uniform Limited Liability Company Act, S.C. Code Ann. §33-44-101, et seq., and specifically any right to require the LLC to purchase any distributional interest he has or may have in the LLC under S.C. Code Ann. §33-44-603 and §33-44-701, et seq.

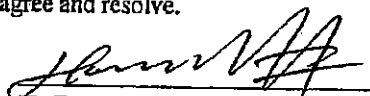
Further, Lee wishes to disassociate from and terminate his ownership of the LLC, and to convey his interest to Park.

RESOLVED, that:

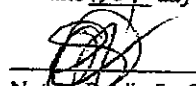
- a. Lee's ownership of the LLC is hereby terminated; and
- b. all of Lee's rights and interest in the LLC, are hereby conveyed to Park.

This 27 day of February, 2013, we so state, consent, agree and resolve.


Yong Wook Park, Member


Ho Dong Lee, Member

SWORN and subscribed to before
me this 27 day of February, 2013.


Notary Public for South Carolina
My Commission expires: 1/31/12

SWORN and subscribed to before
me this 27 day of February, 2013.

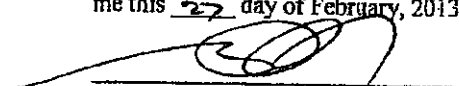

My Commission expires: 1/12/12

Exhibit G

Ho Dong Lee's Member's Statement of Dissociation and
Yong Wook Park's Acknowledgment and Acceptance of Dissociation,
and Resolution of Members of Tsunami of Mt. Pleasant, LLC

Ho Dong Lee ("Lee") hereby gives notice of his voluntary dissociation and withdrawal from Tsunami of Mt. Pleasant, LLC ("LLC"), and Yong Wook Park ("Park") hereby acknowledges and accepts the same.

Lee has not transferred, pledged, encumbered or sold any of his interest in the LLC, except as it may be encumbered by those mortgage(s), guaranty(ies), liens and/or other debt set forth in the foregoing Agreement for Sale and Purchase.

In Lee's dissociating and withdrawing from the LLC, Lee and Park hereby waive any restrictions or requirements, if any, on the disposition of Lee's membership as may be set forth in the LLC's Operating Agreement, if any, as may be applicable to any membership interest Lee has or may have in the LLC.

Lee and Park understand and acknowledge that upon Lee's dissociation and withdrawal from the LLC, Lee will have no rights, duties or obligations in or to the LLC. Specifically, Lee waives any buyout rights he has or may have as a dissociating member as may be set forth in the Operating Agreement, if any. Lee further waives any rights he may have under the S.C. Uniform Limited Liability Company Act, S.C. Code Ann. §33-44-101, *et seq.*, and specifically any right to require the LLC to purchase any distributional interest he has or may have in the LLC under S.C. Code Ann. §33-44-603 and §33-44-701, *et seq.*

Further, Lee wishes to disassociate from and terminate his ownership of the LLC, and to convey his interest to Park.

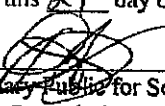
RESOLVED, that:

- a. Lee's ownership of the LLC is hereby terminated; and
- b. all of Lee's rights and interest in the LLC, are hereby conveyed to Park.

This 27 day of February, 2013, we so state, consent, agree and resolve.


Yong Wook Park, Member

SWORN and subscribed to before
me this 27 day of February, 2013.


Notary Public for South Carolina
My Commission expires: 1/3/21


Ho Dong Lee, Member

SWORN and subscribed to before
me this 27 day of February, 2013.

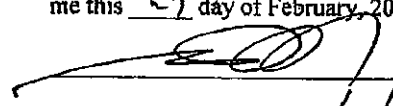

My Commission expires: 1/12/14

Exhibit H

Ho Dong Lee's Member's Statement of Dissociation and Yong Wook Park's Acknowledgment and Acceptance of Dissociation, and Resolution of Members of Tsunami of Harbison, LLC

Ho Dong Lee ("Lee") hereby gives notice of his voluntary dissociation and withdrawal from Tsunami of Harbison, LLC ("LLC"), and Yong Wook Park ("Park") hereby acknowledges and accepts the same.

Lee and Park cannot recall whether an Operating Agreement ("Agreement") was executed for the LLC, and have examined and searched their records, and after a diligent search are unable to find any such Agreement.

Lee has not transferred, pledged, encumbered or sold any of his interest in the LLC, except as it may be encumbered by those mortgage(s), guaranty(ies), liens and/or other debt set forth in the foregoing Agreement for Sale and Purchase.

In Lee's dissociating and withdrawing from the LLC, Lee and Park hereby waive any restrictions or requirements, if any, on the disposition of Lee's membership as may be set forth the Agreement, if any, as may be applicable to any membership interest Lee has or may have in the LLC.

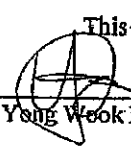
Lee and Park understand and acknowledge that upon Lee's dissociation and withdrawal from the LLC, Lee will have no rights, duties or obligations in or to the LLC. Specifically, Lee waives any buyout rights he has or may have as a dissociating member as may be set forth in the Agreement, if any. Lee further waives any rights he may have under the S.C. Uniform Limited Liability Company Act, S.C. Code Ann. §33-44-101, et seq., and specifically any right to require the LLC to purchase any distributional interest he has or may have in the LLC under S.C. Code Ann. §33-44-603 and §33-44-701, et seq.

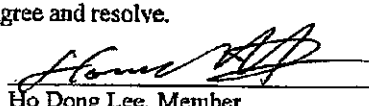
Further, Lee wishes to disassociate from and terminate his ownership of the LLC, and to convey his interest to Park.

RESOLVED, that:

- a. Lee's ownership of the LLC is hereby terminated; and
- b. all of Lee's rights and interest in the LLC, are hereby conveyed to Park.

This 27 day of February, 2013, we so state, consent, agree and resolve.


Yong Wook Park, Member


Ho Dong Lee, Member

SWORN and subscribed to before
me this 27 day of February, 2013.

SWORN and subscribed to before
me this 27 day of February, 2013.


Notary Public for South Carolina
My Commission expires: 11/2/21

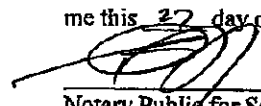

Notary Public for South Carolina
My Commission expires: 1/12/16

Exhibit I

**Ho Dong Lee's Member's Statement of Dissociation and
Yong Wook Park's Acknowledgment and Acceptance of Dissociation,
and Resolution of Members of Yokoso of Summerville, LLC**

Ho Dong Lee ("Lee") hereby gives notice of his voluntary dissociation and withdrawal from Yokoso of Summerville, LLC ("LLC"), and Yong Wook Park ("Park") hereby acknowledges and accepts the same.

Lee and Park cannot recall whether an Operating Agreement ("Agreement") was executed for the LLC, and have examined and searched their records, and after a diligent search are unable to find any such Agreement.

Lee has not transferred, pledged, encumbered or sold any of his interest in the LLC, except as it may be encumbered by those mortgage(s), guaranty(ies), liens and/or other debt set forth in the foregoing Agreement for Sale and Purchase.

In Lee's dissociating and withdrawing from the LLC, Lee and Park hereby waive any restrictions or requirements, if any, on the disposition of Lee's membership as may be set forth the Agreement, if any, as may be applicable to any membership interest Lee has or may have in the LLC.

Lee and Park understand and acknowledge that upon Lee's dissociation and withdrawal from the LLC, Lee will have no rights, duties or obligations in or to the LLC. Specifically, Lee waives any buyout rights he has or may have as a dissociating member as may be set forth in the Agreement, if any. Lee further waives any rights he may have under the S.C. Uniform Limited Liability Company Act, S.C. Code Ann. §33-44-101, et seq., and specifically any right to require the LLC to purchase any distributional interest he has or may have in the LLC under S.C. Code Ann. §33-44-603 and §33-44-701, et seq.

Further, Lee wishes to disassociate from and terminate his ownership of the LLC, and to convey his interest to Park.

RESOLVED, that:

- a. Lee's ownership of the LLC is hereby terminated; and
- b. all of Lee's rights and interest in the LLC, are hereby conveyed to Park.

This 27 day of February, 2013, we so state, consent, agree and resolve.


Yong Wook Park, Member

SWORN and subscribed before
me this 27 day of February, 2013.


Notary Public for South Carolina
My Commission expires: 11/3/21


Ho Dong Lee, Member

SWORN and subscribed before
me this 27 day of February, 2013.

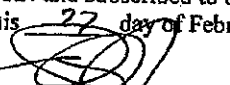

Notary Public for South Carolina
My Commission expires: 12/16

EXHIBIT B

*Letter from Graves Wilson, Esq. to Derek F. Dean, Esq.
August 13, 2012*

DEMOTT LAW FIRM, P.A.

ATTORNEYS AT LAW

RUSSELL A. DEMOTT[†]
GRAVES H. WILSON, JR.

P.O. Box 50370, 1516 Trolley Road, Ste. 100A
SUMMERVILLE, SOUTH CAROLINA 29485
email: russ@demottlawfirm.com

TELEPHONE (843) 695-0830
FACSIMILE (843) 408-4443

[†]Admitted in South Carolina and Michigan

August 13, 2012

Derek F. Dean
Law Offices of Simons & Dean
147 Wappoo Creek Dr., Suite 604
Charleston, SC 29412

RE: Yong Wook Park and Ho Dong Lee
Agreement for Sale and Purchase

Dear Mr. Dean,

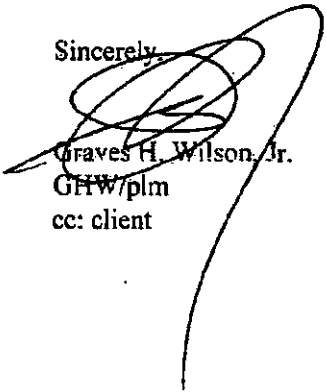
This is to confirm that, assuming that the missing terms and parentheticals, once clarified in the final version, do not materially affect the intent of the Agreement for Sale and Purchase ("Agreement") or the final distribution of the properties, my client Ho Dong Lee agrees to the following division of assets:

1. Ho Dong Lee shall receive sole ownership and control of Yokoso, Inc. (N. Charleston), along with the debt thereon to Bank of America of around \$571,000, and the Berkeley Property (6.5 acres in Ladson), along with the debt thereon of around \$130,000 to Bank of America.
2. Yong Wook Park shall receive sole ownership and control of Yokoso of Summerville, LLC, together with all debt thereon, Tsunami of Columbia, LLC, together with all debt thereon, Tsunami of Harbison, LLC, together with all debt thereon, Tsunami of Mt. Pleasant, LLC, together with all debt thereon, and the "Lexington property", together with all debt thereon.
3. The obligations under the forbearance agreement shall be shared with Mr. Lee being responsible for 30%, and Mr. Park being responsible for 70% of the obligation.
4. In addition, in order to smooth the transition, Mr. Lee is asking for a one-time payment of \$50,000 to help him with the operating costs of Yokoso, Inc., which represents the 5 months following the transfer.

Page 2
August 13, 2012
Lee/Park

The remaining terms and conditions set forth in the proposed Agreement for Sale and Purchase appear to be acceptable; however we reserve the right to review the final document before finalizing the agreement.

Sincerely,



Graves H. Wilson, Jr.
GHW/plm
cc: client