

46. Defendant Six Fortune's failure to timely comply with its obligations and responsibilities under the Lease, as well as accepted customs, practices and standards, has interfered with the operation of Plaintiff's store causing a loss of revenue, lost profits and damage to existing store equipment, fixtures and furnishings as well as products and product inventory and loss to its reputation.

IN THE CIRCUIT COURT OF ST. LOUIS COUNTY
STATE OF MISSOURI

SEAFOOD CITY, INC.,)
a Missouri corporation,)

Plaintiff,)

v.)

Case No. 22SL-CC05246

SIX FORTUNE, LLC,)
a Missouri limited liability company,)

NICKSON YOUNG,)

JURY TRIAL DEMANDED

JIAYANG TSAI,)

ALEX FUNG,)

ALL OTHER UNKNOWN MEMBERS)
OF SIX FORTUNE, LLC,)

Defendants.)

33. On December 8, 2022, Plaintiff sent Defendant Six Fortune additional photos depicting more water intrusion than the day before. A true and accurate copy of the email correspondence is attached hereto as Exhibit 15 and incorporated by reference.

34. On December 9, 2022, Defendant Six Fortune represented that the contactor was waiting for materials to begin on roof replacement. *See Exhibit 15.*

35. On December 13, 2022, Plaintiff again asked Defendant Six Fortune for an update and sent additional photos depicting more water intrusion. A true and accurate copy of the email correspondence is attached hereto as Exhibit 16 and incorporated by reference.

36. On December 14, 2022, Plaintiff informed Defendant Six Fortune that ceiling panels had fallen overnight and that there was even more water on the floors than usual, again requested an update on the materials, and sent additional photos depicting more water intrusion. A true and accurate copy of the email correspondence is attached hereto as Exhibit 17 and incorporated by reference.

37. On December 15, 2022, Plaintiff informed Defendant Six Fortune that more ceiling panels had fallen overnight and that water was leaking onto the freezer units, computers, and desk, and sent photos depicting same. A true and accurate copy of the email correspondence is attached hereto as Exhibit 18 and incorporated by reference.

38. Later that same day, the Health Department again inspected the Premises, issued additional citations against Plaintiff which included violations related to the ongoing water intrusion, and ordered Plaintiff to close the store for business.