

**IN THE DISTRICT COURT OF THE VIRGIN ISLANDS
DIVISION OF ST. CROIX**

MOHAMMAD HAMED,)	CIVIL NO. 1:12-CV-099
)	
Plaintiff)	MEMORANDUM OF LAW IN SUPPORT
)	OF DEFENDANTS' MOTION TO DISMISS,
Vs.)	MOTION FOR A MORE DEFINITE
)	STATEMENT, AND MOTION TO STRIKE
)	PURSUANT TO RULES 12(b)(6), 12(e), and
FATHI YUSUF and)	12(f) OF THE FEDERAL RULES OF CIVIL
UNITED CORPORATION)	PROCEDURE
)	
Defendants.)	
_____)	

**MEMORANDUM OF LAW IN SUPPORT OF DEFENDANTS' MOTION TO DISMISS,
MOTION FOR A MORE DEFINITE STATEMENT, AND MOTION TO STRIKE**

I. INTRODUCTION

On September 18th, 2012, Plaintiff Mohammed Hamed (“Hamed”) filed a civil action against Defendants United Corporation (“United”) and Fathi Yusuf (“Yusuf”) alleging for the first time in 26 years the existence of a “partnership”¹. **Exhibit F: Complaint ¶3**. This newly alleged partnership is the same one Hamed - through his purported agent Waleed Hamed - has denied its existence during the last nine years of criminal proceedings in the case of *United States v. United Corporation*, docket no. 2005-cr-15 (“the criminal case”). Hamed now seeks various legal and equitable reliefs² under the Virgin Islands Uniform Partnership Act (“VIUPA”).

Defendants respectfully move to dismiss Hamed’s Complaint for failure to state a cause of action upon which relief can be granted pursuant to Rule 12(b)(6) of the Federal Rules of Civil Procedure. Defendants also move for a more definite statement under Rule 12(e) as the Complaint impermissibly defines “Hamed” and “Yusuf” and moves to strike under Rule 12(f) as the Complaint and incorporates material that was produced during settlement discussions.

¹ The Complaint refers to this partnership as the “Hamed & Yusuf partnership.”

² See 26 VIC §75

II. FACTS

On January 15th, 1979, United was organized and incorporated in the Virgin Islands, and since then has been wholly owned by Yusuf and his family in various shares. **Exhibit A: Yusuf Affidavit** ¶3. In 1983, United completed the construction of a shopping mall on land parcels 4-C & 4-D of Estate Sion Farm, which United has always owned in fee simple absolute. The shopping mall was named United Shopping Plaza (“Shopping Plaza”). United acquired the trademark “Plaza Extra” and has since utilized the trademark name in all of its supermarket operations. **Exhibit A: Yusuf Affidavit** ¶ 7. Since 1986, United has continually used that trademark and never transferred or otherwise permitted anyone to have any kind of interest in its trademark “Plaza Extra.” **Exhibit A: Yusuf Affidavit** ¶ 7.

A. Plaza Extra Tutu Park St. Thomas Store (“Plaza Extra – Tutu”)

In October 1993, United expanded its supermarket operations by opening another Plaza Extra Store in Tutu Park. **Exhibit F: Complaint** ¶8. United’s Treasurer Yusuf negotiated and signed the leased premises for the Plaza Extra – Tutu. Yusuf was the only party who guaranteed the lease of the Plaza Extra - Tutu. Nothing in the Complaint alleges that Hamed ever shared in the risk of losses or obligations under the Tutu lease, nor that he co-signed, or was a surety regarding any obligations of United. In sum, the Complaint fails to allege any facts concerning Plaintiff’s risk of loss in the purported partnership.

B. The Alleged “Hamed & Yusuf Partnership”

The Plaintiff in his Complaint, and for the first time in 26 years, alleges that he is a partner with Yusuf. Hamed refers to it as the “Yusuf & Hamed partnership.” **Exhibit F: Complaint** ¶3.

Without specificity, the Complaint alleges that the parties created the “Hamed & Yusuf partnership” and “used a corporate form in mid-1986 for tax purposes.” This assertion is belied by clear public records showing that United was already in operations back in 1979. *See Exhibit C: United Corporation’s Articles of Incorporation.* With no evidence that the co called “Hamed & Yusuf partnership” ever existed, Plaintiff’s Complaint attaches **unsigned** confidential settlement proposal letters as proof of the existence of a “partnership.” **However, the Complaint fails to attach a single legal document, resolution, decision, memorandum of minutes, tax returns or schedules, or other communications despite Plaintiff’s contention that he has been a partner for over 26 years.** Essentially, to prove the existence of a partnership, the Complaint relies on the following: 1) a single-word bare allegation of partnership in ¶3 of the Complaint; and 2) an **unsigned** proposed confidential letter and proposed settlement agreement exchanged between the parties to settle Plaintiff’s agent’s constant threats to preclude United from completing the criminal case with the Government. **Exhibit A: Affidavit of Yusuf** ¶12.

Indeed, Waleed Hamed, has represented to the Government in the criminal case that no partnership existed between Hamed and Yusuf or United. **Exhibit A: Yusuf Affidavit** ¶ 11. During nine (9) years of the criminal case, Waleed Hamed through his criminal defense attorneys, has declared to the Government that the joint venture between Hamed and United only entitles Hamed to fifty percent (50%) of the net profits of United’s operations of the Plaza Extra Supermarket stores. The Complaint fails to allege a single fact regarding Waleed Hamed’s representations to this Court and Government.

C. Exhibits A, B, & C of the Complaint: The Proposed Settlement Letters

The Complaint annexes three exhibits in support for its allegation that an entity called “Hamed & Yusuf partnership” existed: 1) an email dated Feb. 10th, 2012 from DeWood Law Firm to Waleed Hamed and Mohammed Hamed; 2) an unsigned Letter from DeWood Law Firm to Waleed Hamed; and 3) an unsigned Proposed Dissolution Agreement from DeWood Law Firm to Waleed Hamed. Plaintiff however failed to also include the following settlement communications: 1) Letter dated Jun. 19th, 2012 from DeWood to Holt (**Exhibit D**); and 2) Letter dated Sep. 12th, 2012 from DeWood to Holt (**Exhibit E**).

None of the foregoing exhibits show that United and Yusuf adopted Plaintiff’s position that a partnership called the “Hamed & Yusuf partnership” ever existed. All of these **unsigned** settlement documents collectively demonstrate efforts at resolving differences, and not an admission by Defendants of the existence of a partnership.

In summary, Plaintiff’s Complaint makes a single bare allegation of a partnership that Hamed has denied for the last twenty six (26) years. A Plaintiff who misrepresents his status as a non-partner for twenty six (26) years should not be allowed now to allege a partnership when it suits his personal interests. As such, Defendants respectfully requests that their Motion pursuant to Rule 12(b)(6), 12(e) and 12(f) be granted for the reasons outlined and discussed below.

III. ARGUMENT

A. Plaintiff’s Complaint Fails to State a Cause of Action Pursuant to 26 VIC § 75 Because no “Partnership” Exists Between Hamed and Yusuf.

The question here is whether the Complaint pleads sufficient facts to establish that the mid-1986 oral agreement between Hamed and Yusuf amounted to a “partnership.” For purposes of Rule 12(b)(6) analysis, the Court must square the complaint’s single-word bare allegation of “partnership” with Plaintiff’s failure to plead a single fact demonstrating the requisite elements of

a partnership under the VIUPA and the Complaint's failure to attach a **single** document **signed** by Hamed demonstrating the existence of this purported 26 year old partnership.

B. The Standard of Review for Rule 12(b)(6) Motions to Dismiss for Failure to State A Claim Upon Which Relief can be Granted.

When considering a Rule 12(b)(6) motion to dismiss for failure to state a claim upon which relief can be granted, a court must accept all well-pleaded allegations as true and view them in the light most favorable to the plaintiff. *Evancho v. Fisher*, 423 F.3d 347, 350 (3d Cir. 2005). To survive a motion to dismiss based on Rule 12(b)(6), Plaintiff's complaint must set forth "enough facts to state a claim to relief that is plausible on its face." *Bell Atlantic Corp. v. Twombly*, 550 U.S. 544, 570 (2007). A claim is plausible if it "pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged." *Ashcroft v. Iqbal*, 556 U.S. 662 (2009) (citing *Twombly*, 550 U.S. at 556). "The plausibility standard is not akin to a 'probability requirement,' but it asks for more than a sheer possibility that a defendant has acted unlawfully." *Id.* (citing *Twombly*, 550 U.S. at 556). "A pleading that offers 'labels and conclusions' or 'a formulaic recitation of the elements of a cause of action will not do.' Nor does a complaint suffice if it tenders 'naked assertion[s]' devoid of 'further factual enhancement.'" *Id.* (quoting *Twombly*, 550 U.S. at 555, 557) (Emphasis Supplied).

In deciding a motion to dismiss, the Court **should consider** the allegations in the complaint, exhibits attached to the complaint and **matters of public record**. *See Pension Benefit Guar. Corp. v. White Consol. Indus., Inc.*, 998 F.2d 1192, 1196 (3d Cir.1993) (Emphasis Supplied). The Court may also consider "undisputedly authentic" documents where the plaintiff's claims are based on the documents and the defendant has attached a copy of the document to the

motion to dismiss. *Id.* The court need **not** assume that the plaintiff can prove facts that were not alleged in the complaint, *see City of Pittsburgh v. West Penn Power Co.*, 147 F.3d 256, 263 (3d Cir.1998), nor credit a complaints “bald assertions” or “legal conclusions.” *Morse v. Lower Merion Sch. Dist.*, 132 F.3d 902, 906 (3d Cir.1997).

As will be demonstrated, the Complaint makes only a bald assertion of “partnership” and fails to define the requisite elements of the alleged oral/implied “partnership.” The Complaint further confusingly and ambiguously refers to a “partnership” with Defendant Yusuf, the complaint’s two causes of action alleging relief under 26 V.I.C. §75 must be dismissed.

i. Background: The V.I. Uniform Partnership Act (VIUPA)

Under the VIUPA a partnership is defined as “an association of two or more persons to carry on as co-owners a business for profit formed under **section 22** of this chapter, predecessor law, or comparable law of another jurisdiction.” 26 VIC § 2 (Emphasis Supplied). The Uniform Partnership Act (“UPA”) has been adopted by numerous states, and interpreted amply by those jurisdictions’ state and federal courts. To determine if a partnership exists, there must be “**clear, mutual assent** on the part of two or more persons” to form a partnership. *In Re Jackson*, 28 B.R. 559, 562-63 (Bankr.E.D.Pa.1983) (Emphasis Supplied). There is no requirement that the partnership agreement be in writing, and may be made orally, or it may be found to exist from all of the attending circumstances. *See Ruth v. Crane*, 392 F.Supp. 724, 733 (E.D.Pa.1975). An established pattern of profit and loss sharing may support a finding of a partnership, but is **not conclusive**. *See Canfield v. Canfield*, 4 Pa. D. & C.3d 110, 113 (Pa.Com.Pl.1977) (Emphasis supplied). Further, intent to form a partnership may also be found through a partnership tax return. *Leprino Foods Co. v. Gress Poultry, Inc.*, 379 F.Supp.2d 650 (2005).

The determination of whether a partnership exists is a question of fact concerning the intent of the parties. The burden of proof to show a partnership is on the one **alleging** the partnership. *Falkner v. Falkner*, 24 Mich. App. 633 (1970); *Fletcher v. Fletcher*, 197 Mich. 68 (1917). However, the burden is stricter **when relatives⁴ are the alleged partners**. *Falkner, supra*; *Lobato v. Paulino*, 304 Mich. 668 (1943). The UPA provides some guidelines for determining the existence of a partnership. In *Barnes v. Barnes*, 355 Mich. 458, 461 (1959), that court held “at the present time no test is conclusive, though in modern law the factor of the intent of the parties, gauged by the legal effect of their agreement, bulks large.” *Id.*

Further, the elements of a partnership include a voluntary association of two or more people with legal capacity in order to carry on, via co-ownership, a business for profit. Co-ownership of the business requires more than merely joint ownership of the property and is usually evidenced by **joint control** and the **sharing of profits and losses**; another indicia of co-ownership is **mutual agency**. *Id.*

ii. Hamed’s Complaint Alleges an Oral/Implied “Partnership” that Even if it Exists, Cannot Provide Plaintiff with the Relief Requested.

The Complaint alleges that in 1986 an oral partnership called “Hamed and Yusuf partnership” was formed. **Exhibit F: Complaint**, ¶3. This bare allegation fails to specifically plead how that partnership was formed. Further, it erroneously alleges that the “Hamed & Yusuf partnership” was formed to operate the Plaza Extra supermarket store in Estate Sion Farm. This is a factually impossible. This partnership could not have existed in mid-1986 to operate the Plaza Extra Supermarket stores because United has been the owner of the United Shopping Plaza, and

⁴ The Hamed family and the Yusuf family are related by marriage.

Hamed v. Yusuf; 1:12-cv-99
Memorandum of Law in Support of
Motion to Dismiss, Definite Statement, and Strike
Page 8 of 25

was also doing business as (d/b/a) Plaza Extra. Yusuf is only a part shareholder of United,⁵ and does not directly own any of the Plaza Extra supermarkets. Only United owns and operates the Plaza Extra Supermarkets. The Complaint fails to allege that crucial legal distinction. As such, the purpose of the partnership – the operations of a supermarket - is not alleged because Yusuf was not doing business as Plaza Extra: only United did.

The Complaint further fails to allege the ownership interest of United in the operations of the Plaza Extra Supermarkets. The Complaint at ¶4 states that “United [] is a Virgin Islands Corporation.” It fails to state when it was incorporated, who the shareholders are, and the fact that it existed seven (7) years before Yusuf and Hamed met in mid-1986 to discuss any business agreement. Accordingly, Hamed fails to allege United’s crucial role as the owner, operator, and manager of the real property known as United Shopping Plaza and the Plaza Extra Supermarket operations. This legal and factual impossibility belies Plaintiff’s claim of a partnership. Even if the Court were to conclude that the “Hamed & Yusuf partnership” existed, Plaintiff cannot seek the relief requested since the owner and operator Plaza Extra Supermarket is United, and not Yusuf.

The Complaint at ¶ 5 alleges that “Hamed and Yusuf formed a partnership to operate a grocery supermarket on the east side of St. Croix, named Plaza Extra.” Again, that allegation is legally impossible, since Yusuf is only a shareholder of United,⁶ and as a matter of public record and 26 years of tax filings (to which Plaintiff never objected) only United has been the owner of the Plaza Extra Supermarket. It is irrefutable and is a matter of public record that during the last twenty six (26) years, United has always been doing business (d/b/a) as Plaza Extra, hence the

⁵ See Plea Agreement in the criminal case (reproduced in this case at Doc. # 1-11, p. 15-16) (establishing respective Yusuf family members’ ownership percentages).

⁶ See *supra* at footnote 5.

commonly known title for United: **United Corporation d/b/a Plaza Extra Supermarket.**

Simply stated, Yusuf never did business as Plaza Extra Supermarket.

Additionally, the trademark “Plaza Extra” is owned by United, and not Yusuf. Moreover, the Complaint which claims the existence of this “partnership” for the last 26 years, fails to annex a single legal document, tax return, informational return, etc., to demonstrate the existence of the alleged “Hamed & Yusuf partnership.” For Hamed to now claim to have been in a 26 year old partnership and not be able properly allege the necessary facts to establish a partnership, and more importantly fails to show a single document carrying that entity’s name strongly suggests a Complaint that fails to meet the requirements of Rule 12(b)(6) of the Federal Rules of Civil Procedures.

iii. No Joint Control and Joint Management

Hamed’s sole job at the Plaza Extra Supermarket in Sion Farm was that of a warehouse supervisor. Plaintiff ceased working for United in 1996. **Exhibit B: Affidavit of Maher Yusuf** at ¶ 13. Hamed has never participated in a single management decision, nor ever risked any losses in the so called alleged “partnership” that Hamed now alleges to exist. **Exhibit A: Affidavit of Yusuf** at ¶ 6. Yet according to ¶5 of the Complaint, Hamed alleges that “in the mid-1980’s, Hamed and Yusuf formed a partnership to operate a grocery supermarket on the east side of St. Croix, named Plaza Extra, which was located in a shopping center **operated** by United.” Plaintiff’s Complaint is misleading and intentionally ambiguous for the following reasons.

- a. The shopping center is owned, and not merely operated, by United. The Complaint avoids alleging the fee simple ownership of the shopping center by United since 1979.

- b. The Complaint fails to allege a single fact to show that the alleged “Hamed & Yusuf oral partnership” is a joint tenant in any real property owned by United.⁷

The Complaint’s allegations are confusing as to who even owns the Plaza Extra Shopping Center where the purported “partnership” currently operates the Plaza Extra supermarket store in Estate Sion Farm. Thus, the critical assertions in ¶5 of the Complaint cannot sustain a properly pled complaint of joint ownership of assets by a partnership as required under Rule 12(b)(6), and the heightened pleading standards under *Iqbal and Twombly*. In sum, United Plaza Shopping Center, which is situated on approximately 6.5 acres in Estate Sion Farm, was not only operated by United, but has always been owned in fee simple absolute by United as far back as 1979: more than seven (7) years before Plaintiff’s alleged “Partnership” existed. **Exhibit A: Affidavit of Maher Yusuf** at ¶ 6.

Paragraph 6 of the Complaint alleges that “the partnership between Hamed and Yusuf subsequently expanded to two other supermarket locations, one in the west end to St. Croix, and one in St. Thomas.” This again is false, and ambiguous for the following reasons:

- a. Only United has ever operated and carried the trademark name “Plaza Extra.” The Complaint does **not** allege there is a partnership between Hamed and United. It only refers to Hamed and Yusuf.
- b. Yusuf is only a shareholder in United. United is owned in various shares by numerous members of the Yusuf family.⁸ The Complaint fails to allege that United ever transferred any shares to this newly alleged “Hamed & Yusuf Partnership.”
- c. The Complaint fails to allege that Plaza Extra Supermarket in Tutu Park was leased by United, with Yusuf personally guaranteeing all lease obligations.
- d. The Complaint fails to allege that Hamed never signed a single lease or guaranteed a single contractual or monetary obligation for United, including the lease agreement with the landlord/owners of the Tutu Park Mall.

⁷ United has owned in fee simple absolute the property known now as United Shopping Plaza since 1979, which was previously purchased by Yusuf in 1975.

⁸ See *supra* at footnote 5.

Paragraph 7 of the Complaint alleges that “the partnership utilized the corporate entity of United for the reporting of tax obligations.” This assertion is absurd: United was incorporated in January 15th, 1979, seven (7) years before Hamed ever became involved in any business relationship with Yusuf, and could not have possibly been formed for reporting of “tax obligations.” Further, ¶7 of the Complaint fails to plead facts establishing one crucial element of a partnership: **Joint Management**.

Nothing in ¶7 states how the supermarkets were managed jointly by Hamed and Yusuf, what duties Hamed undertook, what decisions Plaintiff made, or what obligations Plaintiff guaranteed jointly with either United or Yusuf as a purported partner. Without more ¶7 fails to describe what central management duties Hamed engaged in, executed, and implemented. Without joint management and risk of loss to a partner the complaint fails to properly allege the requisites of a “partnership.”

In ¶8 of the Complaint, Plaintiff asserts that “the bank accounts for the three Plaza Extra supermarkets have always been accessible equally to Hamed and Yusuf, with the parties agreeing that one family member from each of the Hamed and Yusuf families will sign each check written on these bank accounts.” This representation is ambiguous as to lead the court to believe that a partnership existed requiring the parties to equally access the accounts. **Equal access to accounts does not translate to equal ownership of the accounts.** The Complaint fails to allege that anyone else but United is the owner of these bank accounts.

Paragraph 9 of the Complaint alleges that “United has always had separate accounting records and separate bank accounts for its shopping center and business operations that were unrelated to the Plaza Extra supermarkets.” This clearly demonstrates Plaintiff’s lack of any

Hamed v. Yusuf; 1:12-cv-99
Memorandum of Law in Support of
Motion to Dismiss, Definite Statement, and Strike
Page 12 of 25

ownership interest in United since even The Complaint admits that United had separate bank accounts unrelated to the Plaza Extra supermarkets. At best, Plaintiff asserts an interest in the supermarket operations of United.

Paragraph 10 of the Complaint alleges that the brokerage accounts that are subject to court imposed restrictions in the criminal case belong to **United** and **not** Yusuf. **First, Plaintiff is not a party to the criminal case**, as such he has no standing in respect to the TRO currently existing in the criminal case. Moreover, Plaintiff directly contradicts his claim of ownership in these brokerage accounts because the Complaint does **not** allege a partnership with United but with Yusuf. With these ambiguous allegations, the Complaint fails to properly allege joint ownership of assets that Plaintiff contends he has a proper “partnership” interest in. Further, nothing in ¶10 advises the Court of the simple fact that Hamed has retired since 1996, seven years before the criminal proceedings ever commenced against Defendant United in the criminal case. **Exhibit B: Affidavit of Maher Yusuf.** It is perhaps why Plaintiff Hamed is not even a party to the criminal case. Therefore, Plaintiff Hamed’s allegations of a “partnership” are not plausible and fail to comply with *Twombly*.

Paragraph 11 of the Complaint alleges that “Hamed and Yusuf have equally shared the profits distributed from the three Plaza Extra supermarkets.” Plaintiff then alleges in ¶12 that “Hamed and Yusuf used these profits to buy other businesses and real property, always owning these jointly held assets on a 50/50 basis.” The Complaint fails to state the name of a single business that the parties purchased jointly. Though the parties have formed corporations for various purposes, the parties never acquired nor invested in any **other** businesses jointly as partners. Further, the Complaint fails to state whether those alleged businesses are the assets of

the so called entity called “Hamed & Yusuf partnership” or the assets of other corporate entities. Plaintiff fails to allege what business the so called “Hamed & Yusuf partnership” purchased, from whom and when these businesses were purchased. Again, the Complaint fails to allege with the required specificity what joint assets and businesses were purchased under the alleged “Hamed & Yusuf partnership.”

Plaintiff alleges in ¶13 of the Complaint that the parties “maintained a record of withdrawals.” However, ¶13 fails to allege what amounts were withdrawn, when the withdrawals occurred, how and by whom, and under what authority/capacity the withdrawals were effectuated. This naked language without specificity fails to comply with the *Twombly* heightened pleading requirements pursuant to Rule 12(b)(6). Last but not least, nothing in the Complaint pleads when Hamed appointed Waleed Hamed as his agent. This omission is convenient for the Plaintiff because it demonstrates clearly the fact Hamed was no longer associated with United since 1996. **Exhibit A: Yusuf Affidavit.** Even assuming there is a valid Power of Attorney granted to Waheed Hamed, the Complaint fails to allege the scope and details of that power of attorney. The Complaint further fails to allege what central management duties Waleed Hamed undertook on behalf of his father Mohammed Hamed. Failure to allege even one factual basis to sustain the requisite elements of an oral or implied partnership is fatal to Plaintiff’s cause of action for a partnership.

C. Judicial Estoppel and Quasi Estoppel Precludes Hamed from Asserting the Existence of a Partnership.

Even if the facts were to support the existence of an implied partnership, the doctrine of Judicial and Quasi Estoppel precludes Hamed from now asserting the existence of a “partnership” that Plaintiff has actively denied for the last twenty six (26) years. Plaintiff cannot produce a

single signed document showing he is a partner with Yusuf. For the last nine (9) years, Plaintiff through his agent Waleed Hamed, reconfirmed to the Government that no “partnership” existed. In short, even if a partnership existed (which it does not) where Plaintiff either misrepresented or stayed mute for 26 years about his status as partner to everyone including, through his agent Waleed Hamed, every local and federal government agency, and this Court, Plaintiff must now be estopped from asserting this newly contrived entity called the “Hamed & Yusuf partnership” to ensure equity and avoid grave injustice and prejudice to United and Yusuf. The doctrine of judicial estoppel and quasi-estoppel are implicitly permitted under 26 V.I.C. §2(a), which states “Unless displaced by particular provisions of this chapter, the principles of law and **equity supplement** this chapter.”

i. Judicial Estoppel: Background

The doctrine of judicial estoppel precludes a party from contradicting its previous position where there has been no change in the law, simply because its interests have changed. *See New Hampshire v. Maine*, 532 U.S. 742 (2001). The doctrine’s purpose is principally “to protect the integrity of the judicial process by prohibiting parties from deliberately changing positions according to the exigencies of the moment.” *New Hampshire*, 532 U.S. at 749. The government is no exception. *See McCarron v. FDIC*, 111 F.3d 1089 (3d Cir. 1996).

“Judicial estoppel prevents a party from ‘playing fast and loose with the courts,’” *Scarano v. Central R. Co.*, 203 F.2d 510, 513 (3d Cir. 1953) (internal citation omitted). In *New Hampshire*, the Supreme Court cited to three non-exhaustive factors indicating whether to apply judicial estoppel:

First, a party’s later position must be ‘clearly inconsistent’ with its earlier position. Second, courts regularly inquire whether the party has succeeded in persuading a

court to accept that party's earlier position, so that judicial acceptance of an inconsistent position would create 'the perception that either the first or the second court was misled,' ... A third consideration is whether the party seeking to assert an inconsistent position would derive an unfair advantage or impose an unfair detriment on the opposing party if not estopped.

Id. at 750, 751. Moreover, the court noted that it cannot apply one party's inconsistent positions without "undermining the integrity of the judicial process." *Id.* at 755.

The Third Circuit has "consistently held that judicial estoppel precludes a party from assuming a position in a legal proceeding inconsistent with one previously asserted" and emphasizes that such a practice is "an evil the courts should not tolerate." *Gov't of Virgin Islands v. Paniagua*, 922 F.2d 178 (3d Cir. 1990); *Delgrosso v. Spang*, 903 F.2d 234, 241 (3d Cir. 1990). Such that, "a party should not be allowed to gain an advantage on one theory, and then seek an inconsistent advantage by pursuing an incompatible theory." *Krystal Cadillac-Oldsmobile GMC Truck, Inc. v. Gen. Motors Corp.*, 337 F.3d 314, 319-20 (3d Cir. 2003). The test is whether a party has taken "(1) irreconcilably inconsistent positions; (2) adopted . . . in bad faith; and (3) a showing that . . . estoppel . . . addresses the harm and . . . no lesser sanction [is] sufficient." *G-I Holdings, Inc. v. Reliance Ins. Co.*, 586 F.3d 247, 262 (3d Cir. 2009).

The doctrine of estoppel springs from equitable principles and the equities in the case, and the doctrine is invoked to prevent injustice, as well as promote the ends of justice. It is invoked in the interests of justice, morality, and common fairness. **The doctrine also stands for the basic precepts of common honesty, clear fairness, and good conscience.** *Omega Indus., Inc. v. Raffaele*, 894 F. Supp. 1425 (D. Nev. 1995). Estoppel is an equitable remedy that the courts may invoke to prevent a party from benefiting from **its misconduct**; it is designed to prevent one party from suffering gross wrong at the hands of another party who has brought about the

condition. The doctrine of estoppel is designed to prevent injustice by not permitting a party to repudiate a course of action on which another party has relied to his or her detriment. *Id.*

ii. Hamed's Misconduct, Individually, and by his "Authorized Agent Waleed Hamed, Precludes him from Asserting a Partnership.

The following factual outlines sets clearly Plaintiff's misconduct and the necessity of avoiding injustice by invoking judicial and quasi-estoppel:

- a. Plaintiff worked as a warehouse supervisor at the Plaza Extra – Estate Sion Farm store only from 1986 to 1996, when Plaintiff retired and moved to live in Jordan. Plaintiff's Complaint fails to allege anything concerning Hamed's joint management duties, if any exist.
- b. Plaintiff never filed or signed a single partnership tax return, partnership information return, statement of partnership, or any other document purporting the existence of any type of partnership. Absent from the Complaint is any reference whatsoever to a single return or document Plaintiff has ever filed with any government agency showing the existence of a "partnership."
- c. Plaintiff through his agent Waleed Hamed repeatedly represented for the last nine (9) years to the Government and this Court that no partnership ever existed, thereby severely prejudicing Defendants' legal position with the Government in the criminal case. *Yusuf Affidavit* ¶ 7.
- d. In the criminal case, the Criminal Defendants have always truthfully represented with the consent of each defense counsel representing agent Waleed Hamed and Waheed Hamed to the Government that United has always been owned completely by the Yusuf family, and has only granted Mohammed Hamed a limited interest in the profits of the operations of United. **Exhibit B: Affidavit of Maher Yusuf.**
- e. Mohammed Hamed never intervened for the last seven (7) years in the criminal case to assert the existence of a partnership. Plaintiff is thus precluded under the doctrine of issue preclusion from asserting this issue in the current proceedings. The Complaint fails to allege what measures or actions Plaintiff undertook to assert a partnership interest in the criminal case.
- f. United and Yusuf have to their great detriment during the last 26 years relied on the representations of Hamed to the public and to the IRS and VIBIR the true nature of their agreement, mainly that their relationship is one of a contract and not a

partnership. As such, United has always operated as a *de jure* corporation, and filed its returns as a corporation. **Exhibit B: Affidavit of Maher Yusuf**.

- g. To permit Plaintiff to now declare a “partnership” would mean substantial tax consequences to United and Yusuf, for which they cannot possibly amend and correct.¹⁰

The conclusion is simple: if Plaintiff was a partner he should have said so 26 years ago. Plaintiff cannot now seek declaratory relief as a partner just because it now suits him financially. As such, Plaintiff must be estopped pursuant to the doctrines of Judicial Estoppel and Quasi-Estoppel from asserting a partnership even if the court were to conclude that an oral or implied “partnership” did exist.

iii. The Doctrine of Unclean Hands Precludes Assertion of any Partnership by Plaintiff Hamed.

Similar to its Judicial and Quasi Estoppel cousins, the doctrine of unclean hands is applicable here. This doctrine is designed to preclude a party acting in bad faith from using the judicial system to further its ends. “The unclean hands doctrine derives from the equitable maxim that ‘he who comes into equity must come with clean hands.’” *Ellenburg v. Brockway, Inc.*, 763 F.2d 1091, 1097 (9th Cir.1985). “This maxim ‘closes the doors of a court of equity to one tainted with inequitableness or bad faith relative to the matter in which he seeks relief, however improper may have been the behavior of the defendant.’” *Id.*, citing *Precision Inst. Mfg. Co. v. Automotive Maintenance Mach. Co.*, 324 U.S. 806, 814 (1945).

Application of the unclean hands doctrine is left to the broad discretion of the trial court. *Precision Instrument, supra; Washington Capitols Basketball Club, Inc. v. Barry*, 419 F.2d 472, 478 (9th Cir.1969). This doctrine will bar a party from receiving an equitable remedy where

¹⁰ See I.R.C. § 6511 (establishing statute of limitations to file amended income tax returns).

that party has acted in **bad faith** (*Wells Fargo & Company v. Stagecoach Properties, Inc.*, 685 F.2d 302, 308 (9th Cir.1982)) with respect to the subject matter of its claims. *Fuddrucker, Inc. v. Doc's B.R. Others, Inc.*, 826 F.2d 837, 847 (9th Cir.1987) (Emphasis Supplied), citing, *CIBA-GEIGY Corp. v. Bolar Pharmaceutical*, 747 F.2d 844, 855 (3d Cir.1984). The party asserting this doctrine has the burden of proving its application. *See e.g. Conan Properties, Inc. v. Conans Pizza, Inc.*, 752 F.2d 145, 150 (5th Cir.1985).

Hamed through his agent Waleed Hamed has repeatedly represented to every government agency through years of tax returns and through their criminal defense attorneys that Plaintiff was never a partner with either Yusuf or United. Reincorporating the facts outlined in in the Judicial and Quasi Estoppel arguments, it is submitted that Plaintiff's actions amount to bad faith as contemplated under the doctrine of "unclean hands." As such, Plaintiff's assertion that a partnership exists must be denied.

D. The Statute of Frauds Precludes Any of Plaintiff's Implied or Express Claims for Interest in Real Property Owned by Defendant United.

The Statute of Frauds clearly bars any of Plaintiff's implied claims of interest in any real property owned by United. As early as 1979, United has purchased and acquired in fee simple absolute the majority of the land where United Shopping Plaza currently situates. In 1992, United acquired an additional acre of land. Not a single allegation in the Complaint shows any transfer of United's property to Mohammed Hamed, or any other entity. Moreover, a mere allegation of an oral partnership cannot circumvent the clear reach of the Statute of Frauds to real estate transactions and title to property.

E. Plaintiff is Precluded from Asserting a Partnership Under the Doctrine of Issue Preclusion.

The doctrine of issue preclusion derives from the simple principle that “later courts should honor the first actual decision of a matter that has been actually litigated.” This doctrine ensures that “once an issue is actually and necessarily determined by a court of competent jurisdiction, that determination is conclusive in subsequent suits based on a different cause of action involving a party to the prior litigation,” *Montana v. United States*, 440 U.S. 147, 153 (1979). The prerequisites for the application of issue preclusion are satisfied when: i) the issue sought to be precluded is the same as that involved in the prior action; ii) that issue was actually litigated; iii) it was determined by a final and valid judgment; and iv) the determination was essential to the prior judgment.” *See In re Graham*, 973 F.2d 1089, 1097 (3d Cir.1992) (quoting *In re Braen*, 900 F.2d 621, 628-29 n. 5 (3d Cir.1979). Complete identity of parties in the two suits is **not** required for the application of issue preclusion.

i. The Issue Sought to be Precluded is the Same as that Involved in the Prior Action

Hamed was not a party to the criminal case. However, Hamed’s business status and relationship with Yusuf was raised repeatedly in the criminal case and affirmatively declared to not be a partnership. There, Plaintiff’s agent Waleed Hamed made binding representations that the business agreement with Yusuf is only a joint venture giving Hamed only an interest in the net profits of United’s Plaza Extra supermarket operations. As such, the parties in the criminal case were able to resolve the criminal proceedings because the business relationship between Hamed and Yusuf was declared to be a contract, and not a partnership.

ii. The Issue was Actually Litigated

The status of the parties was litigated and resolved by Plaintiff's agent Waleed Hamed in the criminal case. There, Hamed's agent specifically asserted that no partnership existed, and consented to the plea agreement entered into between United and the Government because the entity was declared to be a non-partnership. As such, Hamed is precluded under the "offensive non-mutual collateral estoppel" from now asserting a partnership his agent denied to have ever existed. *See Parklane Hosiery Co. v. Shore*, 439 U.S. 322, 326 (1979) (where the court concluded that "a litigant who was not a party to a prior judgment may nevertheless use that judgment 'offensively' to prevent a defendant from re-litigating issues resolved in the earlier proceeding" subject to an overriding fairness determination by the trial judge). Here, Yusuf is seeking to preclude Hamed from now asserting an issue that has already been adjudicated in the criminal case – by stipulation and admission of Hamed's agent has made through criminal defense counsel, over a nine (9) year period – that no partnership existed between the parties, and that Hamed's interest is only a limited (50%) interest in the net profits of Plaza Extra. As such, Hamed must be precluded from asserting the existence of a partnership that he denied to have ever existed. Additionally, a declaration that no partnership existed between Hamed and the Defendants was to the prior resolution of the criminal case.

F. The Complaint Requires a More Define Statement

"If a pleading . . . is so vague or ambiguous that the responding party cannot reasonably be required to frame a responsive pleading, the responding party may move for a more definite statement." *Bacon v. Mandell*, 2012 U.S. Dist. LEXIS 132231 (D.N.J. Sept. 14, 2012) (internal citations, brackets and quotations omitted). *See also Wood & Locker, Inc. v. Doran & Assocs.*,

708 F. Supp. 684, 691 (W.D. Pa. 1989) (“The basis for granting such a motion is unintelligibility, not lack of detail.”).

On its face, the Complaint is fatally defective for two primary reasons: it (1) defines the allegations “attributable to” Mohammad Hamed and Fathi Yusuf as “acts done either directly by [those parties] . . . or [indirectly] through [their respective] family members acting as [their respective] authorized agent” and (2) “collectively” refers to Mohammad Hamed as “Hamed” and to Fathi Yusuf as “Yusuf,” regardless of whether such collective reference, as defined in the Complaint, relates to acts allegedly done “directly” by Mohammad Hamed and Fathi Yusuf, respectively, or indirectly, i.e., “through [their respective] family members acting as [their respective] authorized agent.” (Complaint ¶¶ 2 and 3). Such convoluted pleading leaves Defendants – and the Court – guessing about the allegations asserted in the Complaint.

By way of example, pursuant to the definitions of “Hamed” and “Yusuf” employed in the Complaint, it is entirely unclear whether the allegation that “Hamed and Yusuf formed a partnership” (Complaint ¶ 5) alleges that Mohammad Hamed and Fathi Yusuf formed a partnership; or one of Mohammad Hamed’s undisclosed family members acting as Mohammad Hamed’s authorized agent and Fathi Yusuf formed a partnership; or Mohammad Hamed and one of Fathi Yusuf’s undisclosed family members acting as Fathi Yusuf’s authorized agent formed a partnership; or whether any number of undisclosed “family members acting as [an] authorized agent” for Mohammad Hamed and Fathi Yusuf, respectively, formed a partnership. Each of those interpretations is possible under the current version of the Complaint. Similarly, it is entirely unclear whether the allegation that “the three Plaza Extra supermarkets have been managed jointly by Hamed and Yusuf” (Complaint ¶ 7) alleges that Mohammad Hamed and Fathi Yusuf

jointly managed the supermarkets; or one of Mohammad Hamed's family members acting as Mohammad Hamed's authorized agent and Fathi Yusuf jointly managed the supermarkets; or Mohammad Hamed and one of Fathi Yusuf's family members acting as Fathi Yusuf's authorized agent jointly managed the supermarkets; or whether any number of undisclosed "family members acting as [an] authorized agent" for Mohammad Hamed and Fathi Yusuf, respectively, jointly managed the supermarkets. The vast majority, if not all, of the material allegations in the Complaint are equally unintelligible and cannot reasonably serve as a basis upon which to grant the preliminary injunctive relief requested in the Motion and otherwise allow Defendants to reasonably frame any defensive pleadings and papers. Accordingly, requiring Hamed to replead is appropriate under the circumstances.

G. Striking The Factual Allegations and Exhibits

Motions to strike pleadings are governed by Federal Rule of Civil Procedure 12(f), which allows the court, "upon motion made by a party . . . or upon the court's own initiative at any time . . . [to strike] from any pleading any insufficient defense or any redundant, immaterial, impertinent, or scandalous matter." However, "even where the challenged material is redundant, immaterial, impertinent, or scandalous, a motion to strike should not be granted unless the presence of the surplusage will prejudice the adverse party." *Symbol Techs., Inc. v. Aruba Networks, Inc.*, 609 F. Supp. 2d 353, 359 (D. Del. 2009) (quotations omitted). But it is beyond cavil that communications in furtherance of settlement discussions are inadmissible under the Federal Rules of Evidence. Fed. R. Evid. 408. Indeed, the Third Circuit has approved the 10th Circuit's holding that even "if application of Rule 408 exclusion [is] doubtful, [the] better practice is to exclude evidence of compromise negotiations." *Affiliated Mfrs. v. Aluminum Co. of Am.*, 56

Hamed v. Yusuf; 1:12-cv-99
Memorandum of Law in Support of
Motion to Dismiss, Definite Statement, and Strike
Page 23 of 25

F.3d 521, 528 (3d Cir. 1995) citing *Bradbury v. Phillips Petroleum Co.*, 815 F.2d 1356, 1364 (10th Cir. 1987).

Moreover, courts within the Third Circuit have found that motions to strike references to settlement negotiations are appropriate when they found factual allegations to be inadmissible under Rule 408 and thus immaterial. *See, e.g., Ciolli v. Iravani*, 625 F. Supp. 2d 276, 284-89 (E.D. Pa. 2009); *Bergman v. Jefferson-Pilot Life Ins. Co.*, 2003 U.S. Dist. LEXIS 23689, 2003 WL 23142155, at *1 (E.D. Pa. Dec. 30, 2003); *Scott v. Twp. of Bristol*, 1991 U.S. Dist. LEXIS 3303, 1991 WL 40354, at *5 (E.D. Pa. Mar. 20, 1991); *Agnew v. Aydin Corp.*, 1988 U.S. Dist. LEXIS 9911, 1988 WL 92872, at *4 (E.D. Pa. Sept. 6, 1988).

Here, Hamed has cherry-picked selective documents exchanged between Hamed and Yusuf during settlement discussions. Because Rule 408 militates in favor of excluding the contents of the settlement discussions and the documents produced in relation to the settlement discussions, the Defendants would be prejudiced if the product of the settlement discussions were used against them. To that end, because the Third Circuit's decision in *Affiliated Mfrs* dictates that Rule 408 requires the exclusion of the by-product of the parties' settlement discussion, the only way to effectuate Rule 408's intent and purpose is to utilize Rule 12(f) to strike the offending exhibits and references in the Complaint. *Accord Ciolli, supra* at 289. Accordingly, this Court should require Hamed to replead the Complaint to remove all of the offending material and, in turn, then allow the Defendants to file a responsive pleading.

IV. CONCLUSION

Hamed v. Yusuf; 1:12-cv-99
Memorandum of Law in Support of
Motion to Dismiss, Definite Statement, and Strike
Page 24 of 25

For the reasons stated above, this Court should grant the Defendant's motion to dismiss and in the alternative strike the exhibits and factual allegations produced by the parties' settlement discussions and require the Plaintiff to replead to cure the deficiencies in the Complaint.

Wherefore, it is respectfully requested that Plaintiff's Complaint be dismissed with prejudice.

Date: October 9, 2012

RESPECTFULLY SUBMITTED,

THE DEWOOD LAW FIRM
Counsel for Defendants Fathi Yusuf
And United Corporation

By: /s/ Nizar A. DeWood
Nizar A. DeWood, Esq.
(VI Bar No. 1177)
2006 Eastern Suburb, Suite 102
Christiansted, V.I. 00820
T. 340.773.3444
F. 888.398.8428
info@dewood-law.com

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing Defendants' Memorandum of Law in Support of Motion to Dismiss in Support thereof was served on the Plaintiff Mohammed Hamed through his counsel on the below date via ECF.

Date: October 9, 2012

Joel Holt, Esq.
2132 Company St. Suite 2
Christiansted VI 00820

Carl J. Hartmann III, Esq.
5000 Estate Coakley Bay, L-6
Christiansted, VI 00820

Hamed v. Yusuf; 1:12-cv-99
Memorandum of Law in Support of
Motion to Dismiss, Definite Statement, and Strike
Page 25 of 25

Telephone: (340) 719-8941
Email: carl@carlhartmann.com

/s/ Nizar A. DeWood, Esq.
Nizar A. DeWood, Esq.

6. Each of Mohammad Hamed's sons (Waheed Hamed, Waleed Hamed, Mufeed Hamed, and Hisham Hamed) has worked at United Corporation's three supermarkets ("the Plaza Extra Stores"), or at any one or combination of them, but only in the capacity of an employee. Plaintiff Mohammad Hamed likewise has occasionally worked at the Plaza Extra Stores in the sole capacity of an employee, and has never worked in any management capacity at any of the Plaza Extra Stores.

7. United Corporation is the owner of the trademark name "Plaza Extra." United Corporation has never transferred or given permission to anyone else to use that name.

8. In late 2011, I confronted employee Waleed Hamed about substantial financial irregularities that I found in documents provided by the U.S. Government in the Federal Court Criminal Action. For example, I discovered that Waleed Hamed declared more than \$7,587,483 in stock and bond purchases in 1994, when his sole salary as an employee of United Corporation has never exceeded \$75,000 during the 1990s. To my knowledge, Waleed had no other income at that time.

9. I also discovered that Waleed Hamed had reported \$408,572 in stocks and bonds on his 1993 U.S. Tax Return (Form 1040), although, again, his sole salary as an employee of United Corporation has never exceeded \$75,000 during the 1990s and, to my knowledge, Waleed had no other income at that time.

10. I now understand that, on or about December 3, 2009, the U.S. Government in the Federal Court Criminal Action took the position that Waleed Hamed and his brother, Waheed Hamed, had each "skimmed" money from United Corporation. I attach as Exhibit 1 hereto the subject communication.

11. Subsequently, Mohammed Hamed and I tried to privately settle our differences regarding the subject financial irregularities. I am not a lawyer, have never studied law, and I do not know the legal definitions of the terms "partner" or "partnership." I now understand that, until filing this action, Mohammed Hamed never declared himself to be my formal or legal partner in 26 years. Similarly, his son, Waleed Hamed, never advised the U.S. Government about any partnership in the Federal Court Criminal Action.

12. During my private settlement negotiations with Mohammed Hamed, Waleed Hamed, apparently acting for his father, for the first time sought to interject the word "partnership" in any proposed settlement agreements. The terms "partner" and "partnership" are commonly used in my native Arab culture to refer to a friend or companion. Waleed Hamed, who is a defendant in the Federal Court Criminal Action and signed the Plea Agreement in that action, also threatened United Corporation by refusing to allow United to file its tax returns as required by the Plea agreement. Therefore, to appease Waleed Hamed's request and threat, I asked my attorney to provide Mohammed Hamed during the private settlement negotiations with a proposed dissolution agreement using the word "partnership."

13. Although our private settlement negotiations lasted from approximately January 2012 to June 29 2012, no settlement agreement was reached because, once my attorneys realized the Hameds' true intent in seeking to interject the term "partnership" into the negotiations, we simply could not agree on the fact that any Hamed family member, including Mohammed Hamed, was actually ever a true partner with me or United Corporation.

14. Between June 29th, 2012 and August 2, 2012, I held three meetings with Mohammed Hamed, through his agent Waleed Hamed, and our criminal defense team in the Federal Court Criminal Action.

15. During those three days of settlement talks, we revised numerous draft proposed plea agreements. None of them contained the terms "partner" or "partnership." In contrast to Plaintiff Mohammed Hamed, I could not and cannot use the words "partner" or "partnership" as relating to Mohammed Hamed in any legal or formal document, based on my view that doing so would be a lie and a dishonest misrepresentation to the U.S. Government and the public.

16. I also advised Mohammed Hamed's defense attorneys that they have always represented to the U.S. Government that we do not have a partnership, that Mohammed Hamed never filed a single partnership return or public partnership declaration, and that he has been retired as an employee from United Corporation since 1996.

17. Every accountant that United Corporation has ever hired has always filed U.S. Corporate Tax Returns (Form 1120) – and no partnership returns. United Corporation has never filed any local, state or federal partnership statements; never filed with the Office of the Lt. Governor any Statement of Partnership Authority; never acquired any property, interest or asset in the name of "United Corporation Partnership" or any such other or similar name containing the word "Partnership"; and never filed or caused to be filed any local, state or federal tax return indicating that it is a partnership. In addition, as the Registered Agent of United Corporation, I have never acquired property on behalf of United Corporation by way of "Fathi Yusuf, as a partner of United Corporation, a partnership formed under the law of the U.S. Virgin Islands," or any such other or similar term containing the words "partner" or "partnership"; and no property has ever been conveyed to me as a "partner" in United Corporation.

18. The Plaza Extra Stores are running as usual, with no unusual operating problems. The dispute with Mohammed Hamed has not affected the operations of United's Plaza Extra Stores, and United Corporation does not have any plans to cease the stores' normal and regular operation.

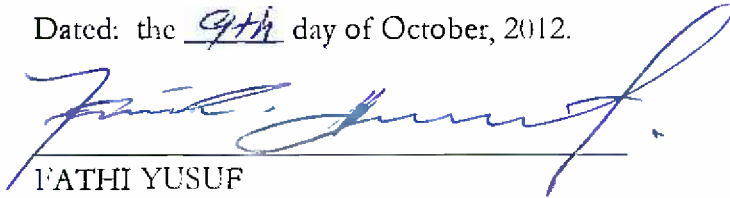
19. The central allegations in the Complaint in this action and the motion for a temporary restraining order are not true. Similarly, the alleged fear concerning "the continued operation" of the Plaza Extra Stores in the motion for a temporary restraining order is

completely unfounded, as United Corporation has not considered any operational changes, including layoffs or closures, that would impact the stores' future operations in any meaningful way.

20. I have never entered into or executed with Mohammed Hamed, or any member of the Hamed family, a written or memorialized partnership agreement.

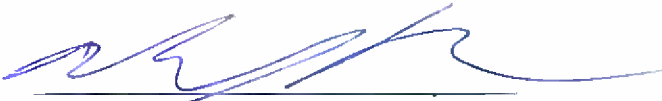
Further affiant sayeth naught.

Dated: the 9th day of October, 2012.

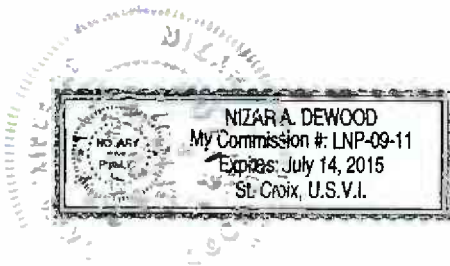

FATHI YUSUF

TERRITORY OF THE UNITED STATES VIRGIN ISLANDS)
DIVISION OF ST. CROIX)

Sworn and subscribed to before me this 9th day of October, 2012.


Notary Public

My commission expires: 07/14/15



9. In 2003, United Corporation was indicted in the case of *United States, et al., v. United Corporation, et al.*, docket no. 1:05-cr-15 (D.V.I.) (“the criminal case”). In all proceedings concerning the criminal case, I have always appeared for United as its President during all court proceedings. At no time did Waleed Hamed and Waheed Hamed ever declare that their father Mohammed Hamed is a partner with or in United.
10. The U.S. Justice Department has always received representations from each criminal defense attorney for the Hameds that the business arrangement is one of a business agreement.
11. As United’s president, I can attest that Mohammed Hamed has never requested a K-1 Partnership schedule, or ever declared this to be a partnership to a single governmental or taxing agency. Mohammed Hamed never filed a U.S. Partnership Tax Return on behalf of United.
12. Waleed Hamed has always declared to the U.S. Government in the criminal case that the business arrangement between United and Mohammed Hamed is a business agreement, where Mohammed Hamed would receive only fifty percent (50%) of any net profits of the operations of one of Plaza Extra supermarkets. Mohammed Hamed does not have a partnership, equity, or any other interest with United.
13. Mohammed Hamed stopped working as a warehouse supervisor in the late 1990s, and has never participated in any managerial decisions at United and its Plaza Extra stores.
14. United has never filed partnership statements with the Office of the Lt. Governor of the Virgin Islands. Similarly, the Hamed family has never demanded that such a statement be filed.
15. United has never filed a Statement of Partnership Authority with the Office of the Lt. Governor. Similarly, the Hamed family has never demanded that such a statement be filed.
16. United has never acquired property in the name of “United Corporation Partnership.”
17. Most importantly, United has always charged rent for the use of part of its retail premises by the Plaza Extra Supermarket operations on Sion Farm, St. Croix. Mohammed Hamed has always understood that United would charge for the use of its retail space, and would deduct the value of such rent in arriving at the net profits of the Plaza Extra Supermarkets.

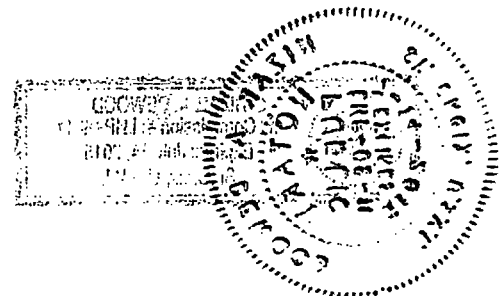
18. The Hamed family was never entitled, and never received any part of the proceeds of the real estate rental income. The Hamed family and Mohammed Hamed neither dealt with the Tenants, nor made any decisions to lease the property to anyone.
19. In late 2011, substantial evidence of financial irregularities was revealed when United received a "Hard Drive" with scanned copies of voluminous records that were in the possession of the Federal Bureau of Investigation ("FBI"). These irregularities included substantial defalcation of monies by Waleed Hamed, the son and designated agent of Mohammed Hamed. Waleed Hamed has always been an employee-manager of the Plaza Extra Supermarket in Sion Farm.
20. In late March, 2012, the Hameds began to take an aggressive and hostile position, including threatening to preclude United from filing their U.S. Corporate Tax Returns as required by plea agreement in criminal case.
21. Waleed Hamed threatened United that he would declare this to be a "partnership" and that he would not honor the relationship that had been in place for years. Additionally, Waleed Hamed threatened not to agree to the filing of the U.S. Corporate Tax Returns (1120s) that were agreed with the Justice Department as memorialized in the plea agreement in the criminal case.
22. Mohammed Hamed through Waleed Hamed decided to declare the relation a "partnership." Mohammed Hamed through Waleed Hamed demanded that settlement talks or agreement must use the word "partnership" and that they would not agree to honor the long-standing relationship.
23. In January of 2012, United instructed Attorney Nizar DeWood to prepare proposed settlement agreements with the word "partnership" as suggested by the Hameds. Those letters contained terms that Mohammed Hamed wanted in any proposed settlement agreement. Both Mohammed Hamed and the Hamed family know that Mohammed Hamed has never been partner in United, that United has never filed a single Partnership Return, and all of the criminal defendants have always represented to the U.S. Government that they are not partners.
24. From January through June 2012, United sought to resolve the dispute with the Hameds, but unfortunately could not reach a settlement agreement with Mohammed Hamed.
25. Between June 29th and August 3rd, 2012, additional settlement sessions were held between the parties. Numerous drafts of agreements were drafted and circulated. None of these proposed agreements ever mentioned the word partnership.

Faint, illegible text at the top of the page, possibly a header or introductory paragraph.

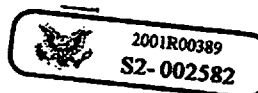
Faint, illegible text in the middle-left section of the page.

Faint, illegible text in the middle-right section of the page.

Faint, illegible text in the lower-middle section of the page.



ARTICLES OF CORPORATION
(United Corporation)



- 3 -

Columbia, or of any territory, dependency, colony, or possession of the United States of America, or of any foreign government, a corporation or corporations for the purpose of transacting, promoting or carrying on any or all of the objects or purposes for which the corporation is organized, and to dissolve, wind up, liquidate, merge or consolidate any such corporation or corporations or to cause the same to be dissolved, wound up, liquidated, merged or consolidated.

(l) To conduct its business in any and all of its branches and maintain offices both within and without the Virgin Islands of the United States, in any and all States of the United States of America, in the District of Columbia, in any and all territories or possessions of the United States of America, and in foreign countries.

(m) To such extent as a corporation organized under the General Corporation Law of the Virgin Islands of the United States may now or hereafter lawfully do, to do, either as principal or agent and either alone or in connection with one or more persons, firms, associations, corporations or governments, all and everything necessary, suitable, convenient or proper for, or in connection with, or incident to, the accomplishment of any of the purposes or the attainment of any one or more of the objects herein enumerated or designed directly or indirectly to promote the interests of the corporation or to enhance the value of its properties; and in general to do any and all things and exercise any and all powers, rights and privileges which a corporation may now or hereafter be organized to do or to exercise under the aforesaid General Corporation Law or under any act amendatory thereof, supplemental thereto or substituted therefor.

The foregoing provisions of this Article SECOND shall be construed both as purposes and powers and each as independent purposes and powers. The foregoing enumeration of specific purposes and powers shall not be held to limit or restrict in any manner the purposes and powers of the corporation, and the purposes and powers herein specified shall, except when otherwise provided in this Article SECOND, be in no wise limited or restricted by reference to, or inference from, the terms of any provision of this or any other Article of these Articles of Incorporation; provided that nothing herein contained shall be construed as authorizing the corporation to carry on any business or exercise any power in the Virgin Islands of the United States or in any country, state, territory, dependency, colony, or possession which under the laws thereof the corporation may not lawfully carry on or exercise.

THIRD: The total number of shares of capital stock which the corporation shall have authority to issue is ONE THOUSAND (1,000), having no par value, and all of a single class to be designated Common Stock.

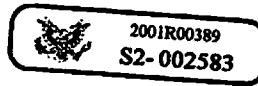
FOURTH: The minimum amount of capital with which the corporation will commence business is ONE THOUSAND (\$1,000.00) DOLLARS.

FIFTH: The town and street address of the principal office or place of business of the corporation is: United Shopping Plaza, 4C and 4D Estate Sion Farm, Christiansted, St. Croix, V.I.

SIXTH: The period for which the corporation shall exist is unlimited.

The Resident Agent of the corporation is Fathi Yusuf and his address is 11 & 12 Western Suburb, Christiansted, St. Croix, Virgin Islands.

ARTICLES OF INCORPORATION
(United Corporation)



SEVENTH: The By-Laws of the corporation shall set the number of directors thereof, which shall not be less than three.

EIGHTH: The names and addresses of the first Board of Directors of this corporation who shall hold office until their successors are elected and qualified shall be:

<u>NAME</u>	<u>ADDRESS</u>
AHMAD YOUSEF	P. O. Box 4145 Kuwait, Kuwait
FATHI YUSUF	P.O. Box 763 11 & 12 Western Suburb Christiansted, St. Croix, V.I.
FAWZIA YUSUF	P.O. Box 763 11 & 12 Western Suburb Christiansted, St. Croix, V. I.

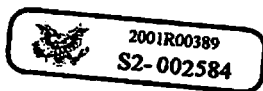
NINTH: The names of each of the officers of this corporation who shall hold office until their successors are elected shall be:

<u>NAME</u>	<u>OFFICE</u>
AHMAD YOUSEF	President
FATHI YUSUF	Secretary - Treasurer
FAWZIA YUSUF	Vice-President

TENTH: The names and places of residence of the undersigned incorporators, being all of the persons forming the corporation are:

<u>NAME</u>	<u>ADDRESS</u>
AHMAD YOUSEF	P.O. Box 4145 Kuwait, Kuwait
FATHI YUSUF	11 & 12 Western Suburb Christiansted, St. Croix U.S. Virgin Islands
FAWZIA YUSUF	11 & 12 Western Suburb Christiansted, St. Croix U.S. Virgin Islands

ARTICLES OF INCORPORATION
(United Corporation)



ELEVENTH: For the management of the business and the conduct of the affairs of the corporation, and in further definition, limitation and regulation of the powers of the corporation and of its directors and stockholders, it is further provided:

(a) The number of directors of the corporation set in the By-Laws of the corporation may from time to time be increased, or decreased to not less than three, in such manner as may be prescribed by the By-Laws. Subject to the then applicable provisions of the By-Laws, the election of directors need not be by ballot and directors need not be stockholders.

(b) In furtherance and not in limitation of the powers conferred by the laws of the Virgin Islands of the United States, the Board of Directors is expressly authorized and empowered:

(i) To make, alter, amend, and repeal By-Laws for the management of the affairs of the corporation not inconsistent with law, subject to the right of a majority of the stockholders to amend, repeal, alter or modify such By-Laws at any regular meeting or at any special meeting called for such purpose.

(ii) Subject to the then applicable provisions of the By-Laws then in effect, to determine, from time to time, whether and to what extent and at what times and places and under what conditions and regulations the accounts and books of the corporation, or any of them, shall be open to the inspection of the stockholders, and no stockholders shall have any right to inspect any account or book or document of the corporation, except as conferred by the laws of the Virgin Islands of the United States, unless and until authorized so to do by resolution of the Board of Directors or of the stockholders of the corporation.

(iii) Without the assent or vote of the stockholders, to authorize and issue obligations of the corporation, secured or unsecured, to include therein such provisions as to redeemability, convertibility or otherwise, as the Board of Directors in its sole discretion may determine, and to authorize the mortgaging or pledging, as security therefor, of any property of the corporation, real or personal, including after-acquired property, to the extent permitted by law.

(iv) To determine whether any, and if any, what part of the corporate funds legally available therefor shall be declared in dividends and paid to the stockholders, and to direct and determine the use and disposition of any such funds.

(v) To set apart out of the funds of the corporation available for dividends a reserve or reserves for any proper purpose and to abolish or reduce the amount of any such reserve in the manner in which it was created.

(vi) To fix from time to time the amount of earnings of the corporation to be reserved as working capital or for any other lawful purpose.

(vii) To establish and amend pension, bonus, profit-sharing or other types of incentive or compensation plans for

ARTICLES OF INCORPORATION
(United Corporation)

- 6 -

the employees (including officers and directors) of the corporation and to fix the amount of funds legally available therefor and to determine, or establish procedures for determining, the persons to participate in any such plans and the amounts of their respective participations.

(c) In addition to the powers and authorities herei before or by statute expressly conferred upon it, the Board of Directors may exercise all such powers and do all such acts and things as may be exercised or done by the corporation, subject, nevertheless, to the provisions of the laws of the Virgin Islands of the United States, of the Articles of Incorporation, and of the By-Laws of the corporation.

(d) Any director or any officer elected or appointed by the stockholders or by the Board of Directors may be removed at any time in such manner as shall be provided in the By-Laws of the corporation.

(e) No contract or other transaction between the corporation and any other corporation and no other act of the corporation shall, in the absence of fraud, in any way be affected or invalidated by the fact that any of the directors of the corporation are pecuniarily or otherwise interested in, or are directors or officers of, such other corporation. Any directors of the corporation individually or any firm or association of which any director may be member, may be a party to, or may be pecuniarily or otherwise interested in, any contract or transaction of the corporation, provided that the fact that he individually or such firm or association is so interested shall be disclosed or shall have been known to the Board of Directors or a majority of such members thereof as shall be present at any meeting of the Board of Directors at which action upon such contract or transaction shall be taken. Any director of the corporation who is also a director or officer of such other corporation or who is so interested may be counted in determining the existence of a quorum at any meeting of the Board of Directors which shall authorize any such contract or transaction, and may vote thereat to authorize any such contract or transaction, with like force and effect as if he were not such director or officer of such other corporation or not so interested. Any director of the corporation may vote upon any contract or other transaction between the corporation and any parent, subsidiary or affiliated corporation without regard to the fact that he is also a director of such parent, subsidiary or affiliated corporation.

(f) Any contract, transaction or act of the corporation or of the directors which shall be ratified by a majority of a quorum of the stockholders of the corporation at any annual meeting or at any special meeting called for such purpose, shall, insofar as permitted by law, be as valid and as binding as though ratified by every stockholder of the corporation; provided, however, that any failure of the stockholders to approve or ratify any such contract, transaction or act, when and if submitted, shall not be deemed in any way to invalidate the same or deprive the corporation, its directors, officers or employees, of its or their right to proceed with such contract, transaction or act.

(g) Subject to any limitation in the By-Laws, the members of the Board of Directors shall be entitled to reasona-



ARTICLES OF INCORPORATION
(United Corporation)

- 7 -

2001R00389
S2-002586

ble fees, salaries or other compensation for their services and to reimbursement for their expenses as such members. Nothing contained herein shall preclude any director from serving the corporation, or any subsidiary or affiliated corporation, in any other capacity and receiving proper compensation therefor.

(h) If the By-Laws so provide, the stockholders and Board of Directors of the corporation shall have the power to hold their meetings, to have an office or offices and to keep the books of the corporation, subject to the provisions of the laws of the Virgin Islands of the United States, within or without said Islands at such place or places as may from time to time be designated by them.

(i) Any person who shall have acted at any time as a director or officer of the corporation or served at its request as a director or officer of another corporation in which it then owned shares of capital stock or of which it was then a creditor shall be entitled to be indemnified by this corporation against all expenses actually and necessarily incurred by him in connection with the defense of any action, suit or proceeding in which he is made a party by reason of being or having been a director or officer of this corporation, or of such other corporation, except in relation to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty. Such indemnification shall not be deemed exclusive of any other rights to which those indemnified may be entitled, under any By-Law, agreement, vote of stockholders or otherwise.

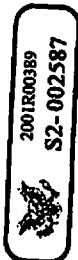
(j) The shares of stock which the corporation shall have authority to issue may be issued by the corporation from time to time for such consideration as may be fixed from time to time by the Board of Directors; and any and all shares so issued, the consideration for which so fixed has been paid or delivered, shall be fully paid stock and shall not be liable to any further call or assessment thereon, and the holders of such shares shall not be liable for any further payments in respect of such shares. No holder of shares of stock of the corporation shall have any preemptive or preferential right of subscription to any shares of stock of the corporation, issued or sold, nor any right of subscription to any thereof other than such, if any, as the Board of Directors of the corporation in its discretion may from time to time determine and at such price and upon such terms and conditions as the Board of Directors may issue stock of the corporation or obligations convertible into such stock or optional rights to purchase or subscribe, or both, to such stock without offering such issue, either in whole or in part, to the stockholders of the corporation. The acceptance of stock in the corporation shall be a waiver of any such preemptive or preferential right which in the absence of this provision might otherwise be asserted by stockholders of the corporation or any of them.

TWELFTH: From time to time any of the provisions of these Articles of Incorporation may be amended, altered or repealed, and other provisions then authorized or permitted by the laws of the Virgin Islands of the United States may be added or inserted in the manner then prescribed or permitted by said laws. All rights at any time conferred upon the stock-

ARTICLES OF INCORPORATION
United Corporation

holders of this corporation by these Articles of Incorporation and granted subject to the provisions of this Article TWELFTH.

IN WITNESS WHEREOF, we, the undersigned, being all of the incorporators hereinbefore named, for the purposes aforesaid, have signed, sealed and acknowledged these Articles of Incorporation in triplicate, hereby declaring and certifying that the facts therein stated are true, this 15 day of January, 1979.



Ahmad Yousef

AHMAD YOUSEF

Fathi Yusuf

FATHI YUSUF

Fawzia Yusuf

FAWZIA YUSUF

ACKNOWLEDGMENT

TERRITORY OF THE VIRGIN ISLANDS)) SS:
DIVISION OF ST. CROIX)

On this 15 day of January, 1979, before me personally came and appeared AHMAD YOUSEF, FATHI YUSUF, and FAWZIA YUSUF, to me known and known to me to be the persons whose names are subscribed to the foregoing Articles of Incorporation, and they did severally acknowledge that they signed, sealed and delivered the same as their voluntary act and deed, for the purposes therein states, and that the facts therein are truly set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]
Notary Public

CERTIFICATION

Certified to be a true and correct copy

Derek M. Hodge
DEREK M. HODGE
Lieutenant Governor

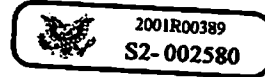
CK # 2682 = 75.0
3/3/19 - 3/1/31

ARTICLES OF INCORPORATION

OF

UNITED CORPORATION

(A Virgin Islands Corporation)



We, the undersigned, being natural persons of lawful age, do hereby unite together by these Articles of Incorporation to form a stock corporation for the purposes hereinafter mentioned, under the laws of the Virgin Islands of the United States and by virtue of Chapter One of Title 13 of the Virgin Islands Code, and to that end we do, by this our certificate, set forth:

FIRST: The name of the corporation is

UNITED CORPORATION

SECOND: The purposes for which the corporation is formed are:

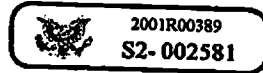
(a) To acquire by purchase or lease, or otherwise, lands and interests in lands, and to own, hold, improve, develop, and manage any real estate so acquired and to erect or cause to be erected on any lands owned, held, or occupied by the Corporation, buildings, or other structures with their appurtenances, to rebuild, enlarge, alter, or improve any buildings or other structures now or hereafter erected on any lands so owned, held, or occupied, and to mortgage, sell, lease or otherwise dispose of any lands or interests in lands and in buildings or other structures and any stores, shops, suites, rooms or parts of any buildings or other structures at any time owned or held by the Corporation;

(b) To build, erect, construct, lease, or otherwise acquire, manage, occupy, maintain, and operate buildings for hotel purposes, dwelling houses, apartment houses, office buildings, and business structures of all kinds for the accommodation of the public and of individuals, including shopping centers.

(c) To buy, sell, trade, manufacture, deal in and deal with goods, wares, utilities, including water, and merchandise of every kind and nature, and to carry on such business as manufacturers, wholesalers, retailers, importers, exporters, and as representatives of manufacturers and producers of such goods, wares and merchandise or of any agency of such manufacturers.

(d) To purchase or otherwise acquire, and to hold, mortgage, pledge, sell, exchange or otherwise dispose of securities (which term for the purpose of this Article SECOND includes, without limitation of the generality thereof, any shares of stock, bonds, debentures, notes, mortgages or other obligations and any certificates, receipts or other instruments representing rights to receive, purchase or subscribe for the same, or representing any other rights or interests therein or in any property or assets) created or issued by any one or more persons, firms, associations, corporations or governments; to make payment therefor in any lawful manner; and to exercise as the owner or holder of any securities any and all rights, powers and privileges in respect thereof; and to make, enter into, perform and carry out contracts of every kind and description with any person, firm, association, corporation or government.

ARTICLES OF INCORPORATION
(United Corporation)



- 2 -

- (e) To acquire by purchase, exchange or otherwise, all or any part of, or any interest in, the properties, assets, business and good will of any one or more persons, firms, associations, corporations or governments heretofore or hereafter engaged in any business for which a corporation may now or hereafter be organized under the laws of the Virgin Islands of the United States; to pay for the same in cash, property or its own or other securities; to hold, operate, reorganize, liquidate, sell or in any manner dispose of the whole or any part thereof; and in connection therewith, to assume or guarantee performance of any liabilities, obligation, or contracts of such persons, firms, associations, corporations, or governments, and to conduct the whole or any part of any business thus acquired.
- (f) To lend its uninvested funds from time to time to such extent, to any one or more persons, firms, associations, corporations or governments, and on such terms and on such security, if any, as the Board of Directors of the corporation may determine.
- (g) To endorse or guarantee the payment of principal, interest or dividends upon, and to guarantee the performance of sinking fund or other obligations of, any securities, and to guarantee in any way permitted by law the performance of any of the contracts or other undertakings in which the corporation may otherwise be or become interested, of any one or more persons, firms, associations, corporations or governments.
- (h) To borrow money from time to time as the Board of Directors of the corporation may determine and without limit as to the amounts, on such terms and conditions, for such purposes and for such prices, now or hereafter permitted by these Articles of Incorporations, as the Board of Directors of the corporation may determine; and to secure such securities by mortgage upon, or the pledge of, or the conveyance or assignment in trust of, the whole or any part of the properties, assets, business and good will of the corporation, then owned or thereafter acquired.
- (i) To draw, make, accept, endorse, discount, execute, and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures, and other negotiable or transferable instruments and evidences of indebtedness whether secured by mortgage or otherwise, as well as to secure the same by mortgage or otherwise.
- (j) To purchase, hold, cancel, reissue, sell, exchange, transfer or otherwise deal in its own securities from time to time to such an extent and in such manner and upon such terms as the Board of Directors of the corporation shall determine; provided, that the corporation shall not use its funds or property for the purchase of shares of its own capital stock when such use would cause any impairment of its capital, except to the extent permitted by law; and provided further that shares of its own capital stock belonging to the corporation, shall not be voted upon directly or indirectly.
- (k) To organize or cause to be organized under the laws of the Virgin Islands of the United States, or of any State of the United States of America, or of the District of

DEWOOD LAW FIRM

2006 Eastern Suburb Suite 101

Christiansted, V.I. 00820

Admitted: NY, NJ, MD, & VT

T. 340.773.3444

F. 888.398.8428

info@dewood-law.com

VIA EMAIL & REGULAR MAIL

September 18, 2012

Joel H. Holt, Esq.
2132 Company Street, Suite 2
Christiansted, V.I. 00820

Re: Response to Holt's Letter to Lori Hendrickson dated August 31st,
2012

Dear Mr. Holt,

I have read your letter dated August 31st, 2012 addressed to the Department of Justice – Tax Division Trial Attorney Lori Hendrickson. I gather you deliberately did not serve a copy on me or attorney DiRuzzo who represents United Corporation in the criminal matter to prevent us from responding to the misrepresentations in your letter. You failed to advise Ms. Hendrickson and the other defense attorneys that the proposed attached agreements regarding the use of the term “partnership” were your own suggestion for a possible settlement between the parties. Further, you failed to advise Ms. Hendrickson and the other defense attorneys that such was a request by you in any proposed settlement agreement. You also failed to attach a copy of my June 23rd, 2012 letter (See as **Exhibit A**) explaining why this is not a “partnership” but a joint venture with respect to the net profits, and why the parties should resolve the criminal case first, and then litigate any dispute in the Superior Court. Also, by this measure, all of the discussion, negotiations, and proposed agreements during mediation will now have to be disclosed to the U.S. Attorney's Office to explain the false representations you cited in your August 31st, 2012 letter.

My June 23rd letter was based on the representations of the defense attorneys, and accountants, regarding what the Hameds represented to the U.S. Government during the last nine years. Mohammed Hamed is the one with a business agreement with Mr. Fathi Yusuf, not Waleed Hamed, nor his brothers Waheed Hamed, and Mufeed Hamed. The Hamed brothers are all employees of United Corporation. Therefore, any contention that United Corporation's income tax returns (Form 1120S) as being incorrect or misrepresenting that United Corporation should have been filing a partnership return (Form 1065) is baseless. No one has ever raised the issue of partnership for the last nine years, not a single Hamed defendant. It is why United has paid their legal bills during the entire proceedings.

Therefore, you exploited your suggestion for a settlement between the Yusufs and the Hameds. In essence, you used the criminal proceedings as blackmail against United Corporation and the Yusuf family through your constant threats that you will inform the Federal Government

that this is a “partnership.” Additionally, you felt so empowered by these misrepresentations that you reduced to writing a letter to Ms. Hendrickson without copying us. You did so notwithstanding the parties’ joint defense agreement that would certainly preclude such action.

Further, the fact that you would provide selective copies of letters between my office and yours that were specifically designed for settlement purposes was incredible. It was you who wanted the term partnership to be used as an effort to settle this case privately and in good faith! The partnership status in those letters were not a reflection of Mr. Yusuf’s opinion but rather that of yours, and Mr. Yusuf was more than accommodating in attempting to resolve this dispute. This is a fraud, and I will explain such to Ms. Hendrickson. A more dishonest and selective use of settlement documents, I have never seen in my practice.

Now, you seek to present the following scenario to the U. S. Attorney’s Office. Your client Mohammed Hamed, who is not a party to the criminal proceedings (and who has apparently filed false tax returns by your own admission that he should have filed partnership returns) is seeking to intercede on behalf of his indicted sons by not permitting the filing of the tax returns because he now claims to be a “partner”? In other words, we have the ridiculous position that a non-party has a say in a pending criminal proceedings. You are entitled to your opinion, but never to your version of the facts.

This desperate attempt to use the criminal proceedings to extract concessions from United Corporation and the Yusuf family will fail. If Mohammed Hamed has filed fraudulent tax returns, along with his sons, then that is your business, and you should refer him to a good tax lawyer.

In summary, the Hameds have violated the joint defense agreement. The Hamed sons have taken inconsistent and ever changing legal positions with United Corporation and the Yusuf Family. Not only is their position now legally inconsistent, but also hostile, dilatory, and dishonest.

Sincerely,



Nizar A. DeWood, Esq.

Cc: United Corporation
Fathi Yusuf
Maher Yusuf
Joseph DiRuzzo, Esq.
All Defense Attorneys

EXHIBIT

A

DEWOOD LAW FIRM

2006 Eastern Suburb, Suite 102
Christiansted, V.I. 00802
T. (340) 774-0405
F. (888) 398-8428
info@dewood-law.com

VIA EMAIL AND FIRST CLASS MAIL

June 19, 2012

Joe Holt, Esq.
2132 Company St. Suite 2
Christiansted VI 00820

Re: United Corporation d/b/a Plaza Extra
-FINAL NOTICE -

Dear Atty Holt,

In April 2012, you represented to me that the business relationship between the Hamed family and Mr. Yusuf was a partnership. Apparently, the word “partnership” has been used loosely on both sides to describe the business relationship between Mr. Mohammed Hamed and United Corporation d/b/a Plaza Extra. After consultation with all the parties’ criminal defense attorneys, their accountants, and after a detailed review of numerous accounting records of United Corporation, and a detailed review of the tax status of your client and his sons, I have concluded that there is no partnership, nor has there ever been a partnership, as defined under the Virgin Islands Code. To the contrary, the business arrangement is not a partnership, but an oral agreement between Mr. Mohammed Hamed and United Corporation d/b/a Plaza Extra. This agreement allowed Mr. Mohammed Hamed to receive fifty (50%) of the profits of Plaza Extra after all expenses of the business operation was taken into account. It is clear that this was not a partnership for the following reasons:

1. Your client Mr. Mohammed Hamed never had the authority to manage any of the day-to-day operations of Plaza Extra. As a matter of fact, even his eldest son Waleed Hamed was brought to Plaza Extra at a young age to work as a clerk for United Corporation. During the day-to-day operations of Plaza Extra, Mr. Mohammed Hamed was relegated to a clerical position as warehouse receiving clerk because of his very limited education. He was not authorized, nor made any managerial decisions. To be sure, Mr. Mohammed Hamed never made any partnership level decisions.
2. Your client, Mr. Mohammed Hammed, never received a Schedule K-1, nor have any of his sons. Your client and his sons have never at any point declared Plaza Extra to be a partnership to any of their criminal defense attorneys, the Virgin Islands Bureau of Internal Revenue, nor the District Court.
3. Your client, Mr. Mohammed Hamed, never once volunteered to the U.S. Attorneys’ Office and/or the United States Department of Justice – Tax Division, that he was a partner. It is no wonder he has not been indicted.

Simply stated, your client, Mr. Mohammed Hamed, cannot have it both ways. Mr. Mohammed Hamed cannot mislead the Federal authorities and his sons' attorneys about Plaza Extra not being a partnership, only to declare Plaza Extra a partnership now that it suits the Hamed family's financial needs.

I have discussed with you in good faith an attempt to resolve the major dispute between the parties. You are fully aware that Mr. Yusuf will accept nothing short of a full and proper accounting. Your attempt to use the piece of land taken in satisfaction of any dispute is incredible, especially after I advised you that Mr. Yusuf was not at the time aware of the magnitude of financial malfeasance that he discovered after reviewing the FBI files. At no point did Mr. Yusuf ever waive any rights to pursue the Hameds for any unknown financial improprieties.

United Corporation, through its authorized representatives, has been more than ready to provide full consent and authorization to your client, Mr. Mohammad Hamed, for the release of all bank statements and financial records. You have not; worse you decided to prolong this issue for the next three months, without telling me your client's true intent. For the first time, on June 13, 2012, during a telephonic conference with Attorney Andriozzi, you stated that your client (presumably through his son Waleed Hamed) did not feel comfortable with signing any consents because he "doubted the intent" of Mr. Fathi Yusuf. I take serious exceptions to this statement and I am troubled by this last minute representation for the following reasons:

1. Your client, Mr. Mohammed Hamed is the person who made the original oral contractual agreement with Mr. Fathi Yusuf. It is not Waleed Hamed, nor Waheed Hamed, nor Mufeed Hamed, who has the oral argrement with Mr. Fathi Yusuf. Therefore, none of his sons have any right as employees of United Corporation to refuse to account for the whereabouts of the assets of United Corporation.
2. Your client's sons are nothing but manager-employees for United Corporation and could be dismissed at will, let alone for cause. If you have any doubts about that obvious statement of fact, my client is more than happy to demonstrate.
3. Each of the Hameds have represented to their criminal defense attorneys they are not partners, were never partners, and were only employees of Plaza Extra. Each criminal defense attorney has advised me that there was an oral promise type business venture between Mr. Fathi Yusuf and Mr. Mohammed Hamed. To demonstrate, each of Mr. Mohammed Hamed's sons indicated that they have always filed Form 1040 Individual Income Tax Returns without Schedule K-1s. Not a single Hamed has ever received a Schedule K-1, nor demanded that a Schedule K-1 be issued, nor asserted that United Corporation needed to file a partnership informational return (Form 1065). Each of the Hamed brothers represented that their father, Mr. Mohammed Hamed, had a profit venture with United Corporation going back 25 years, and all brothers were mere employees of United Corporation. Should you feel the urge to raise the status of partnership in any civil proceeding, we will be more than ready to address same.

In re United Corporation
Status Letter

There are tremendous financial problems with Mr. Mohammed Hamed's sons' individual tax returns, including but not limited to unauthorized transfers to private bank accounts, substantial ownership of securities (possible obtained with converted funds), and other unexplained personal assets, in amounts utterly inconsistent with their only source of income from United Corporation.

4. There are unexplained payouts to unknown third parties by way of certified funds from cash belonging to United Corporation.

I have attempted to be courteous, and to give your client sufficient time to consult with you. All Mr. Fathi Yusuf has asked for was for the full consent and authorization to release all bank statements and financial information from your client and his sons. The excuse you gave me telephonically during our teleconference call with Mr. Andriozzi is without merit, and demonstrates nothing but bad faith on your client's part (see attached emails showing repeated empty promises).

Therefore, United Corporation hereby makes this offer (open until Friday June 29, 2012 at 4:30 p.m.):

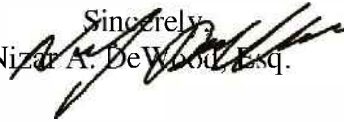
- 1) Consent by Mr. Mohammed Hamed to a full forensic accounting of your client and his sons' finances (including but not limited to any related business entities, trust, partnerships, ventures, etc.).
- 2) In the event that any financial irregularity is discovered, liquidated damages shall be assessed against the wrongdoer in a 10 to 1 ratio. For example, if your client was found to have misappropriated \$1,000, he will have to pay \$10,000. This applies equally to the Yusuf family.
- 3) The parties will sign a Confession of Judgment for the amount to be determined by the forensic accountants.
- 4) Any judgment amount must be satisfied first from any assets held jointly by way of their shares in the various corporations, and then from each wrongdoer's personal assets.

United Corporation is entitled to know what each of its managers has been doing during the course of their employment. If your clients persist on refusing to provide United Corporation with the necessary consents, my client will have no option but to dismiss each of your client's sons from their employment effective June 29, 2012. A full notice of each employee's termination will be published immediately thereafter. In addition, a civil action will follow for a full accounting against your client and his sons who have been employed with United Corporation.

Finally, please note that United Corporation will retake the premises in Sion Farm no later than June 30, 2012, as repeatedly indicated in their notice to vacate, and will offset any rents due from any profits that may be derived.

In re United Corporation
Status Letter

I look forward to hearing from you no later than 4:30 p.m. Friday, June 29th, 2012.

Sincerely,

Nizar A. DeWood, Esq.

Cc: United Corporation

**IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS
DIVISION OF ST. CROIX**

**MOHAMMAD HAMED By His Authorized
Agent WALEED HAMED**)

Plaintiff,)

v.)

FATHI YUSUF AND UNITED CORPORATION)

Defendant.)

CIVIL NO. SX-12-CV-_____

**ACTION FOR DAMAGES
INJUNCTIVE AND
DECLARATORY RELIEF
JURY TRIAL DEMANDED**

COMPLAINT

Comes now, the Plaintiff, Mohammad Hamed, by his authorized agent, Waleed Hamed, and hereby files this Complaint against Fathi Yusuf and the United Corporation, alleging as follows:

1. This Court has jurisdiction over this matter pursuant to Title 4 V.I.C. §76(a) and 5 V.I.C. §1261.
2. Plaintiff, Mohammad Hamed ("Hamed") and his authorized agent Waleed Hamed (a/k/a Wally Hamed) are both adult residents of St. Croix, United States Virgin Islands. The acts referenced herein attributable to Mohammad Hamed are to acts done either directly by Mohammad Hamed or through his family members acting as his authorized agent, hereinafter collectively referred to as "Hamed."
3. Defendant Fathi Yusuf is a resident of the St. Croix, United States Virgin Islands. The acts referenced herein attributable to Fathi Yusuf are to acts done either directly by Fathi Yusuf or through his family members acting as his authorized agent, hereinafter collectively referred to as "Yusuf."
4. The defendant, United Corporation ("United") is a Virgin Islands Corporation.

Complaint
Page 2

5. In the mid-1980's, Hamed and Yusuf formed a partnership to operate a grocery supermarket on the east side of St. Croix, named Plaza Extra, which was located in a shopping center operated by United.
6. The partnership between Hamed and Yusuf subsequently expanded to two other supermarket locations, one in the west end to St. Croix and one in St. Thomas, both of which also operated under the name Plaza Extra. The partners generally refer to these three stores as Plaza Extra East (Sion Farm, St. Croix), Plaza Extra West (Plesson/Grove, St. Croix) and Plaza Extra St. Thomas (Tutu Park, St. Thomas). The Plaza supermarkets have grown in size, currently employing in excess of 600 employees in the three stores.
7. At all times relative hereto, the three Plaza Extra supermarkets have been managed jointly by Hamed and Yusuf, operating as a partnership with separate accounting records and separate bank accounts for each store, even though the partnership utilized the corporate entity of United for the reporting of tax obligations.
8. The bank accounts for the three Plaza Extra supermarkets have always been accessible equally to Hamed and Yusuf, with the parties agreeing that one family member from each of the Hamed and Yusuf families will sign each check written on these bank accounts. The parties are currently prohibited from removing funds from these accounts other than to operate the three Plaza supermarkets because of an Order entered by the District Court of the Virgin Islands in the

Complaint
Page 3

criminal matter entitled, *USA v. United Corporation et al.*, District Court Criminal No. 2005-15. The current bank accounts for each of the three Plaza stores are:

St. Thomas Plaza Extra Store:

Operating Acct:	04xxxxxxxxxx	Bank of Nova Scotia (BNS)
Payroll Acct:	04xxxxxxxxxx	Bank of Nova Scotia (BNS)
Telecheck Acct:	04xxxxxxx	Bank of Nova Scotia (BNS)
Credit Card Acct:	1xxxxxxx	Banco Popular

St. Croix Plaza Extra – WEST

Operating Acct:	19xxxxxx	Banco Popular
Credit Card Acct:	19xxxxxx	Banco Popular
TeleCheck Acct:	05xxxxxxxxxx	Bank of Nova Scotia (BNS)

St. Croix Plaza Extra – EAST

Operating Acct:	19xxxxxx	Banco Popular
Credit Card Acct:	19xxxxxx	Banco Popular
Telecheck Acct:	58xxxxxxxxxx	Bank of Nova Scotia (BNS)

9. United has always had separate accounting records and separate bank accounts for its shopping center and business operations that were unrelated to the three Plaza Extra supermarket stores. Hamed does not have access to these separate bank accounts used by United for its shopping center and other businesses unrelated to the three Plaza Extra supermarkets.
10. At all times relative hereto, the Hamed and Yusuf partnership profits from the Plaza Extra stores have always been held in banking and brokerage accounts completely separate from the profits of United's other unrelated businesses, even though the banking and brokerage accounts holding the profits from the Hamed and Yusuf partnership are in United's name as well. The parties are currently prohibited from removing funds from these accounts because of the same Order

Complaint
Page 4

entered by the District Court of the Virgin Islands in *USA v. United Corporation et al.*, District Court Criminal No. 2005-15. The current brokerage accounts holding these profits are:

Popular Securities

PSx-xxxx22

PSx-xxxx63

PSx-xxxx60

PSx-xxxx79

PSx-xxxx01

PSx-xxxx10

PSx-xxxx28

PSx-xxxx36

11. At all times relative hereto, Hamed and Yusuf have equally shared the profits distributed from the three Plaza supermarkets.
12. From time to time, Hamed and Yusuf have used these profits to buy other businesses and real property, always owning these jointly held assets on a 50/50 basis.
13. In this regard, Hamed and Yusuf have also maintained records of withdrawals from the partnership account to each of them (and their respective family members), to make sure there would always be an equal (50/50) amount of these withdrawals for each partner's family members.
14. Yusuf has repeatedly confirmed the existence of this partnership between himself and Hamed, including statements made under oath.
15. On February 10, 2012, Yusuf's attorney, Nizar DeWood ("DeWood"), informed Hamed (through his agent Wally Hamed) that Yusuf wanted to dissolve the partnership. See Exhibit A.

**Complaint
Page 5**

16. On February 12, 2012, (See Exhibit B) DeWood sent a letter on Yusuf's behalf to Hamed announcing that Yusuf was ready to proceed with dissolving the partnership, describing the partnership assets to be divided as follows:

As it stands, the partnership has three major assets: Plaza Extra - West (Grove Place, including the real property), Plaza Extra - East (Sion Farm) and Plaza Extra (Tutu Park, St. Thomas).

17. DeWood then sent a proposed partnership dissolution agreement on behalf of Yusuf on March 13, 2012, to Wally Hamed, regarding the proposed dissolution of the partnership. That document (See Exhibit C) then went on to state in part as follows:

WHEREAS, the Partners have operated the Partnership under an oral partnership Agreement since 1986.

WHEREAS, the Partnership was formed for the purposes of operating Super Markets in the District of St. Croix, and St. Thomas; and

WHEREAS, the Partners have shared profits, losses, deductions, credits, and cash of the Partnership;

WHEREAS, the Partners have certain rights and responsibilities under the Virgin Islands Revised Uniform Partnership Act ("Act") governing dissolution of partnerships, and hereby desire to vary or confirm by the terms of this Agreement;

That document then described the partnership assets as follows:

Section 1.1: Assets of the Partnership

1. PLAZA EXTRA EAST- Estate Sion Farm. St. Croix
2. PLAZA EXTRA WEST- Estate Grove, St. Croix (Super Market Business ONLY)
3. PLAZA EXTRA - Tutu Park. St. Thomas

18. The parties thereafter met on numerous occasions to try to address the division of the partnership assets, including the three Plaza Extra Stores and the

**Complaint
Page 6**

partnership profits held in the various bank and brokerage accounts. However, to date no agreement has been reached regarding the division of these partnership assets.

19. In the interim time period, Yusuf has engaged in and continues to engage in numerous acts in breach of his obligations as a partner in his partnership with Hamed, all of which are designed to undermine the partnership's operations and success, including but not limited to the following acts:

- a) Threatening to terminate the Hamed family employees in the three Plaza Extra stores;
- b) Threatening to have United evict the Plaza Extra store located in the United shopping center on the east side of St. Croix (See Group Exhibit D), including the threat of using self help to remove the partnership from the premises without using judicial process;
- c) Attempting to have United impose excessive rent obligations on this store (See Group Exhibit D);
- d) Failing to recognize Plaza Extra's rights in the premises where its Plaza store in the United Shopping Center is located, as the store was damaged by fire in 1992 and was rebuilt entirely with insurance funds from the Plaza supermarket and not from United, including using said partnership funds for the purchase of additional adjacent land for use by the supermarket;

**Complaint
Page 7**

- e) Attempting to discredit the operations of these three stores by making defamatory statements about Hamed and his family members to third parties, including suppliers for the three stores, which are completely untrue;
- f) Attempting to unilaterally change how the stores have operated by threatening to impose new and unreasonable restrictions on the operations of these three stores, all of which are aimed at undermining Hamed's partnership interest in the three stores.
- g) Refusing to pay valid obligations owed by the partnership, including but not limited to attorney's fees incurred in litigation in the pending District Court criminal case, in an effort to undermine the partnership's operations;
- h) Threatening to close down the Plaza Supermarkets;
- i) Threatening the Hamed family members working in the Plaza supermarkets with physical harm, trying to intimidate them into leaving the stores;
- j) Giving false information to third parties, including suppliers of the three Plaza Supermarkets, regarding its future operations, jeopardizing the good will of the Three Plaza supermarkets;
- k) Unilaterally canceling orders placed with vendors and not ordering new inventory for the three Plaza supermarkets; and
- l) Spending funds from the bank accounts of the three Plaza supermarkets to support his other personal business interests unrelated to the three Plaza supermarkets.

**Complaint
Page 8**

20. Finally, on or about August 20, 2012, Yusuf unilaterally and wrongfully converted \$2.7 million from the Plaza Extra supermarket accounts used to operate the partnership's three stores, placing the funds in a separate United account controlled only by him. Said conversion was a willful and wanton breach of the partnership agreement between Hamed and Yusuf.
21. Despite repeated demands, he has not returned these funds to the Plaza Extra bank accounts from which they were withdrawn, which not only violates the partnership agreement, but also threatens the financial viability of these three Plaza supermarkets and the employment of its 600 employees.
22. Upon information and belief, Yusuf has used these funds to purchase other assets in United's name, such as real property on St. Croix recently purchased for \$1.7 million. See Exhibit E.
23. The acts in question were designed in part to take advantage of Hamed's failing health to force him out of the partnership and deny him his rightful partnership assets and profits.

COUNT I

24. All preceding allegations are realleged and incorporated herein by reference.
25. The foregoing acts all violate the partnership rights of Hamed as well as the terms of the partnership agreement between Yusuf and Hamed.
26. As such, pursuant to 26 V.I.C. § 75, Hamed is entitled to legal and equitable relief as deemed appropriate to protect and preserve his partnership rights.

**Complaint
Page 9**

27. In this regard Hamed is entitled to declaratory relief as to his rights as well as injunctive relief to protect those rights, including the return of funds to the partnership improperly taken or spent by Yusuf to date in violation of the agreement between the parties.

28. Hamed is also entitled to compensatory damages for all financial losses inflicted by Yusuf on the partnership and/or his partnership interest as well as punitive damages against Yusuf for his willful and wanton misconduct.

COUNT II

29. All preceding allegations are realleged and incorporated herein by reference.

30. The foregoing acts by Yusuf also constitute intentional misconduct, or reckless and grossly negligent conduct, which has adversely and materially affected the partnership between Hamed and Yusuf regarding the three Plaza supermarkets.

31. As such, Hamed is also entitled to a judicial determination under 26 V.I.C. § 121(5) that it is not practicable to continue the partnership with Yusuf so that Yusuf's partnership interests should be disassociated from the business, allowing Hamed to continue the partnership business without him pursuant to the provisions of 26 V.I.C. §§ 122-123 and Subchapter VII of Title 26.

WHEREFORE, the Plaintiff seeks the following relief from this Court as follows:

- 1) Declaratory Relief against both defendants to establish Hamed's rights under his partnership with Yusuf, including his rights regarding the operation of the three Plaza Extra supermarkets and the withdrawal of funds from the partnership accounts associated with these three Plaza supermarkets;
- 2) Injunctive Relief enjoining the defendants from interfering with Hamed's partnership rights, including enjoining Yusuf from interfering with the operations of the three Plaza Extra supermarkets and enjoining Yusuf from withdrawing any

**Complaint
Page 10**

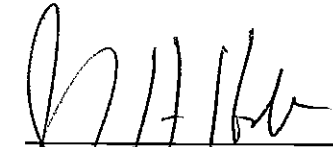
funds from any partnership bank accounts or brokerage accounts without the consent of Hamed;

- 3) Declaratory Relief and Injunctive Relief against both defendants requiring the immediate return of of all funds improperly withdrawn from the bank accounts of the three Plaza supermarket accounts by Yusuf, including but not limited to the \$2.7 million recently removed by Yusuf to an account to which Hamed does not have access;
- 4) Declaratory Relief and Injunctive Relief against both defendants regarding the property rights of the Plaza Extra store located at the United Shopping Center on the east side of St. Croix.
- 5) Declaratory Relief as to the partnership's rights in any businesses and/or assets purchased by United using partnership assets or obtained without providing the partnership the opportunity to participate in the ownership of these newly acquired businesses and/or assets;
- 6) An award of compensatory damages against the defendants, jointly and severally, as determined by the trier of fact;
- 7) A judicial determination under 26 V.I.C. § 121(5) that it is not practicable to continue the partnership with Yusuf so that Yusuf's partnership interests should be disassociated from the business, allowing Hamed to continue the partnership business without him pursuant to the provisions of 26 V.I.C. §§ 122-123 and Subchapter VII of Title 26.
- 8) An award of prejudgment interest at the statutory rate of 9%;
- 9) An award of punitive damages against Yusuf as determined by the trier of fact;
- 10) An award of attorney's fees and costs against both defendants; and
- 11) Any other relief the Court deems appropriate as warranted by the facts and the applicable law.

A TRIAL BY JURY IS DEMANDED AS TO ALL ISSUES TRIABLE BY A JURY

**Complaint
Page 11**

Dated: September 17, 2012



**Joel H. Holt, Esq.
2132 Company Street
St. Croix, VI 00820
(340) 773-8709
holtvi@aol.com**

EXHIBIT A

FROM: "Nizar DeWood" <dewoodlaw@gmail.com>

Date: February 10, 2012 10:58:39 AM EST

To: "Wally Hamed" <wallyhstx@yahoo.com>

Subject: Powers of Attorney - Dissolution of Partnership

Hello Wally,

I wish to confirm our discussions in the following two matters: 1) Power of Attorneys to verify and audit financial information currently in dispute, 2) Partnership Dissolution.


<!--[if supportLists]-->I. <!--[endif]-->Power of Attorney

As agreed between you and Mr. Yusuf, the Power of Attorney will be required for each of you, your father, brothers, wife, and adult children. This power of attorney will be limited to obtaining any and all information regarding bank and investment accounts that may have been opened, closed, used for wire transfers, and opened on behalf of other third parties.

The banks that will be covered will include the Virgin Islands, St. Maarten, New York, and the Middle East.

Any and all information obtained will be held in confidence by my office, and will be used for the sole purpose of financial verification.

<!--[if supportLists]-->II. <!--[endif]-->Dissolution of Partnership (Yusuf & Hamed)

I will be sending a formal notice of partnership dissolution notice, with a list of to-dos that will be required to complete an orderly dissolution. See attached email. I understand that you and Mr. Yusuf are still discussing various terms and aspects of the dissolution. I will await the final decision made. 

Your mailing address to address all originals will be:

Mohammad Hamed
Walid Hamed
PO 763
Christiansted, VI 00821

Thank you.

Nizar A. DeWood, Esq.

The DeWood Law Firm
3070 Kronprindsens Gade, Suite 208
St. Thomas, V.I. 00802
T. (340) 774-0405
F. (888) 398-8428

Exhibit 10-678

EXHIBIT

A

EXHIBIT B

THE DEWOOD LAW FIRM

3070 Kronprindsens Gade, Suite 208
St. Thomas, V.I. 00802
T. (340) 774-0405
F. (888) 398-8428
info@dewood-law.com

**Mohammad Hamed
c/o Walid Hamed
PO Box 763
Christiansted, V.I. 00821**

VIA EMAIL ONLY

Re: **Dissolution of Partnership
Yusuf & Hamed**

Dear Mr. Hamed,

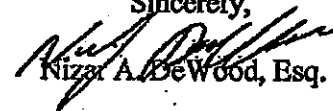
This letter is to confirm the parties' desire to dissolve the above referenced partnership. Partnership dissolution will involve appropriate planning to properly account for each of the partner's interest in the partnership, and a well-executed agreement memorializing the understanding of the parties.

As it stands, the partnership has three major assets: Plaza Extra – West (Grove Place, including the real property), Plaza Extra – East (Sion Farm) and Plaza Extra (Tutu Park, St. Thomas). I have been advised that there are ongoing discussions between you, as your father's fully authorized agent, and Mr. Yusuf regarding which of the stores each partner will retain upon dissolution. Accordingly, I will await the final decision that you and Mr. Yusuf may reach.

Additionally, as Mr. Yusuf has indicated, he remains resolute about the rental terms of the Plaza Extra – East. Unless the parties arrive at a different understanding, I will assume that Mr. Yusuf will not agree to continue the lease beyond June 30th, 2012 on that property.

I look forward to hearing from you. Thank you.

Sincerely,


Nizza A. DeWood, Esq.

cc: Fathi Yusuf

Blumberg No. 5208

EXHIBIT

B

EXHIBIT C

From: "Nizar DeWood" <dewoodlaw@gmail.com>

Date: March 13, 2012 12:41:36 PM EDT

To: "Wally Hamed" <wallyhstx@yahoo.com>

Subject: Partnership dissolution agreement

Salam Wally,

Please find the attached proposed Partnership Dissolution Agreement. I look forward to hearing from you at your earliest convenience. ↙

Thank you.

Nizar A. DeWood, Esq.

The DeWood Law Firm
3070 Kronprindsens Gade, Suite 208
St. Thomas, V.I. 00802
T. (340) 774-0405
F. (888) 398-8428

EXHIBIT

Blumberg No. 8208

C

00

00

PROPOSED PARTNERSHIP DISSOLUTION AGREEMENT

THIS AGREEMENT, dated this ____ day of March 2012, is by and between **FATHI YUSUF** and **MOHAMMAD HAMED** (collectively called "Partners"), formerly partners of a partnership known informally as *Yusuf & Hamed* (the "Partnership").

WHEREAS, the Partners have operated the Partnership under an oral partnership Agreement since 1986.

WHEREAS, the Partnership was formed for the purposes of operating Super Markets in the District of St. Croix, and St. Thomas; and

WHEREAS, serious dispute and disagreement between the partners relating to financial matters of the partnership, resulting in the partners unable to continue as partners; and

WHEREAS, Fathi Yusuf (the "Withdrawing Partner") has withdrawn from the Partnership by written notice dated February, 2012, for withdrawal as of February 10th, 2012 (the "Withdrawal Notice"); and

WHEREAS, the Partners desire to dissolve the partnership by way of liquidation and distribution of its assets, unless each partner submits in writing a buyout offer for each of the three major assets constituting the partnership, as herein shown in Section 1 of this agreement; and

WHEREAS, the Partners have shared profits, losses, deductions, credits, and cash of the Partnership; and

WHEREAS, the Partners have certain rights and responsibilities under the Virgin Islands Revised Uniform Partnership Act ("Act") governing dissolution of partnerships, and hereby desire to vary or confirm by the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and conditions contained herein, the parties agree as follows:

THE DEWOOD LAW FIRM

3070 Kronprindsens Gade, Suite 208 St. Thomas, V.I. 00802 T. (340) 774-0405 F. (888) 398-8428

Yusuf & Hamed: Partnership Dissolution Agreement

Page 1 of 8

20 20

SECTION 1. ASSETS SUBJECT TO LIQUIDATION

The Partners agree that the following three on-going businesses constitute the assets of the Partnership.

Section 1.1: Assets of the Partnership

1. **PLAZA EXTRA EAST- Estate Sion Farm, St. Croix**
2. **PLAZA EXTRA WEST- Estate Grove, St. Croix (Super Market Business ONLY)**
3. **PLAZA EXTRA -- Tutu Park, St. Thomas**

Section 1.2. Dissolution of Partnership.

The Partnership shall be dissolved effective as of the date specified in the Withdrawal Notice, and the business of the Partnership shall cease effective February 10th, 2012. Any continuing operation shall be for the sole purpose of winding down the partnership. The parties agree that the Withdrawal Notice is effective to dissolve the Partnership and is not a breach of the partnership relationship. The parties agree to the following buyouts of the assets listed in Section 1.1.

Section 1.3 FIRST PARTNERSHIP ASSET: Plaza Extra East – Sion Farm, St. Croix

Partner Fathi Yusuf ("Partner Yusuf") has orally terminated the lease agreement for Plaza Extra East in September 2010. A written confirmatory termination letter was mailed on January 20th, 2012. Partner Yusuf shall make the following buy-out offer:

1. Acquire the assets & fixtures - \$250,000 (50% of Partner Hamed's interest)
2. Acquire Inventory based on cost (50% of Partner Hamed's Interest).
3. The parties agree that the equipment and fixtures is in proper working condition during the first six months from the date of closing. Should any equipment experience a breakdown during the first six months of closing, both parties shall bear the cost of the repairs equally.

Should the foregoing terms of the buyout offer set forth in paragraphs 1 to 3 above is rejected, the assets, fixtures, and inventory of Plaza Extra – East shall be liquidated and the

THE DEWOOD LAW FIRM

3070 Kronprindsens Gade, Suite 208 St. Thomas, V.I. 00802 T. (340) 774-0405 F. (888) 398-8428
Yusuf & Hamed: Partnership Dissolution Agreement

00 00

premises turned over to Partner Yusuf immediately. Partner Yusuf, by virtue of his ownership of the premises, will hereby enforce the new rental rate of \$200,000 per month commencing January 31, 2012 until March 31st, 2012. Thereafter, the monthly rental rate shall increase to \$250,000 per month until June 30th, 2012. After such date, the tenancy shall terminate forthwith without further notice. Failure to vacate the premises by June 30th, 2012 shall result in an action for unlawful detainer be filed in the Superior Court of the Virgin Islands.

Section 1.4 SECOND PARTNERSHIP ASSET: Plaza Extra West – Grove Place, St. Croix

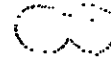
Partner Yusuf hereby makes the following buy-out offer:

1. Acquire the assets & fixtures - \$375,000 (50% of Partner Hamed's interest).
2. Acquire Inventory based on cost (50% of Partner Hamed's Interest).
3. Acquire Lease for the premises for a term of 20 years, with an option to terminate lease subject to a SIX (6) months written notice. Rent is hereby offered for \$24,000 a month. Property tax assessments shall be paid in half by each partner.
4. The parties agree that the equipment and fixtures is in proper working condition during the first six months from the date of closing. Should any equipment experience a breakdown during the first six months of closing, both parties shall bear the cost of the repairs equally.
5. All inventory, improvements, and fixtures will be transferred by a Bill of Sale, with the applicable UCC-4 Bulk Transfer notices according to the terms set out in Exhibit B of this Agreement at the time of closing.

Section 1.5

THIRD PARTNERSHIP ASSET: Plaza Extra – Tutu Park, St. Thomas

1.5.1 Unless Partner Hamed makes a written offer for the purchase of Plaza Extra – Tutu Park, St. Thomas, said business shall be liquidated with its assets, inventory, and fixtures sold at fair market value. The lease for this asset shall expire on October 27th, 2018, and is in the name of United Corporation only. Should Partner Hamed wishes to make an offer for the purchase of Partner Yusuf's partnership interest in Plaza Extra Tutu Park, St. Thomas, Partner Hamed shall do so in writing within 14 days.



1.5.2 Should Partner Hamed refuse to offer to purchase said asset, Partner Yusuf hereby makes the following written offer of purchase:

- i) Partner Hamed's fifty (50%) interest in Inventory at actual cost plus freight and insurance to be determined at time of closing.
- ii) Equipment and fixture at \$250,000 (50% interest of Partner Hamed).
- iii) The parties agree that the equipment and fixtures is in proper working condition during the first six months from the date of closing. Should any equipment experience a breakdown during the first six months of closing, both parties shall bear the cost of the repairs equally.
- iv) Partner Yusuf agrees to pay \$1,000,000 a year to Partner Hamed until the expiration of the lease on October 27th, 2018 for a total lease amount of \$6,500,000. Partner Yusuf will also assume all obligations under the lease currently existing in the name of United Corporation, and guaranteed personally by Partner Yusuf.

1.5.3 Rejection of Offer: Should Partner Hamed reject the terms of the offer provided in section 1.5.2, Partner Hamed may acquire the Plaza Extra – Tutu Park, St. Thomas within 14 days of date of this agreement on the same aforementioned terms.

SECTION 2.0

PARTNERSHIP CONTRIBUTIONS

The parties agree to address the following outstanding partner and partnership obligations

	<u>Description of Partnership Obligation</u>	<u>Agreed Upon Course of Action to Resolve Dispute</u>
1.	Rent (for the period of May 5 th , 2004 to Dec. 31 st , 2011). Partnership Yusuf & Hamed owe rent arrears of \$5,408,806.74 to Partner Yusuf as owner and landlord of the property upon which Plaza Extra East is located.	The parties agree that said amount was paid on February 13 th , 2012 by way of check drawn on the account of United Corporation. Accordingly, the rental arrears for the period of (May 5 th , 2004 to Dec. 31 st , 2011) are now satisfied.
2.	Other Outstanding Rent (Pre 2004). The partners shall discuss and calculate the rent owing to Partner Yusuf for an approximate period of 10 years, for the 10 years prior to May 5 th , 2004.	The rental term and rent amount due will be determined upon the return of the partnership records from the U.S. Government.

SECTION 3.0

OTHER FINANCIAL DISPUTES

The parties acknowledge that serious financial disputes have arisen between the parties. Specifically, Partner Yusuf desires a full accounting of certain disputes with Partner Hamed and his agent Waleed Hamed and Waheed Hamed, and all of their spouses, children, assigns, and agents.

00

000

The parties agree that the following items of financial disputes will be negotiated, investigated, and resolved in good faith by the parties.

	<u>Description of Financial Dispute</u>	<u>Agreed Upon Course of Action to Resolve Dispute</u>
1.	<p>Partner Yusuf alleges that Two Million Dollars (\$2,000,000) was transferred from Banque Francaise Commerciale in St. Maarten to Arab Bank, Ltd., specifically to an Arab Bank Branch in the West Bank, Palestine. Partner Hamed disputes this allegation. Partner Yusuf's allegation arises out of facts obtained during a criminal investigation by the Federal Bureau of Investigation that concludes there was a transfer of \$2,000,000 to the benefit of Partner Hamed.</p> <p>Partner Yusuf desires full accounting and verification of all financial discrepancies, and irregularities currently existing, or that may arise during the dissolution of the partnership.</p> <p>The parties hereby agree to negotiate and resolve this matter fully and in good faith.</p>	<p>1) Partner Hamed agrees to execute a special power of attorney authorizing the DeWood Law Firm, its attorney, agents, and assigns, to obtain <u>ALL</u> bank account information for any bank account that may have been opened, including but not limited to the following banks:</p> <ol style="list-style-type: none"> 1. Arab Bank, Ltd (Worldwide branches) 2. Banque Francaise Commerciale in St. Maarten. 3. Cairo-Amman Bank (worldwide branches) 4. Bank of Nova Scotia (worldwide branches) 5. Merrill Lynch Investments 6. First Bank (formerly known as VI Community Bank) 7. Any other Bank either party determines to be relevant for purpose of inquiry, investigation, and full accounting.

2. Notice to Withdraw. Partners agree to give actual notice of the dissolution of the Partnership to all creditors who have extended credit to the Partnership prior to dissolution

3. **Determination and Distribution of Capital Account.** The Partnership will cause to be prepared financial statements as of the date specified in the Withdrawal Notice, including a balance sheet specifying the assets, liabilities, and equity accounts, and an income statement for the portion of the year then ended. The financial statements will also detail all accounts payable and accounts receivable of the Partnership. The cost of obtaining such financial statements shall be borne by the Partnership, and the expense of preparation of such financial statements shall be reflected in income or loss as of the date specified in the Withdrawal Notice.

The capital account of the Withdrawing Partner will include the Withdrawing Partner's actual equity account plus the Withdrawing Partner's share of income or minus the Withdrawing Partner's share of loss according to the Sharing Ratio as of the date of the financial statements. The parties agree that these financial statements will conclusively reflect the accounts of the Partnership. The capital account of the Withdrawing Partner shall be distributed to the Withdrawing Partner in cash within 30 days following the date specified in the Withdrawal Notice.

5. **Loans.** The Partnership has no loans outstanding other than Accounts Payable with inventory suppliers.

6. **Ledgers and Files.** The Partnership shall, at the Partnership's expense, copy all ledgers and files of the Partnership for the Withdrawing Partner's use upon the reasonable written request by the Withdrawing Partner which specifies the ledgers and files and is delivered to the Partnership at least 10 days before the date specified in the Withdrawal Notice.

7. **Full Disclosure and Access to Records.** All parties agree to fully disclose all facts which relate to the operation of the Partnership and warrant and represent that all material facts concerning the financial condition and operation of the Partnership have been fully disclosed to each other. All parties shall have full access to the books and records of the Partnership, including client files, for purposes of verifying information furnished under this Agreement until this Agreement.

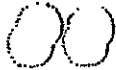
8. **Assets and Liabilities of the Partnership.** Upon payment of the amounts due to the Withdrawing Partner hereunder, all assets and liabilities of the Partnership as they exist on the financial statements dated as of the date specified in the Withdrawal Notice shall belong to the remaining Partners, and the Withdrawing Partner shall claim no right, title, or interest therein.

THE DEWOOD LAW FIRM

3070 Kronprindsens Gade, Suite 208 St. Thomas, V.I. 00802 T. (340) 774-0405 F. (888) 398-8428

Yusuf & Hamed: Partnership Dissolution Agreement

Page 7 of 8



IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

Fathi Yusuf, Partner

Mohammad Hamed, Partner

EXHIBIT D

UNITED CORPORATION
4C & 4D Sion Farm
St. Croix, USVI 00821
Phone (340) 778-6240

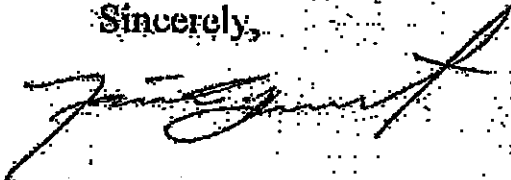
January 12, 2012

Mr. Mohamed Hamed,

During the month of September 2009, I had a discussion with your son Wally, and within two days I repeat the same request while you were present that United Corporation would like to have its location back. Unfortunately, up to now, I have not seen that you give up the keys.

Therefore as of January 1, 2012 the rent will be \$200,000.00 per month, only for the coming three months. If you do not give up the keys before the three months, it will be \$250,000.00 per month until further notice.

Sincerely,



Fathi Yusuf

EXHIBIT

D

01/13/2012 02:07

3487

PLAZA EXTRA ST

PAGE 01/01

UNITED CORPORATION
4C & 4D Sion Farm
St Croix, USVI 00821
Phone (340) 778-6240

January 13, 2012

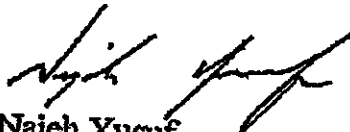
Mr. Mohamed Hamed,

Based on my father's phone call this morning, yesterday's letter (Jan 12, 2012) should read as follows; "During the month of September 2010 (not 2009)... I had a discussion with your son Wally, and within two days I repeat the same request while you were present that United Corporation would like to have its location back. Unfortunately, up to now, I have not seen that you give up the keys".

"Therefore as of January 1, 2012 the rent will be \$200,000.00 per month, only for the coming three months. If you do not give up the keys before the three months, it will be \$250,000.00 per month until further notice".

I am sorry for the error, he was hurrying to catch a plane.

Sincerely,



Najeh Yusuf
for Fathi Yusuf

CC: Wally Hamed

United Corporation
4-C & 4-D Estate Sion Farm
P.O. Box 763
Christiansted, VI 00820

Date: January 19, 2012

****VIA CERTIFIED MAIL – RETURN RECEIPT REQUESTED****

Mohammad Abdul Qader Hamed
Plaza Extra Supermarket
4-C & 4-D Estate Sion Farm
Christiansted, V.I. 00820

Re: - NOTICE & CONFIRMATION OF INCREASED RENT FOR PLAZA EXTRA –
SION FARM – FOR THE PERIOD OF JANUARY 1, 2012 THROUGH JUNE 30,
2012.

- NOTICE OF LEASE TERMINATION FOR PLAZA EXTRA – SION FARM
AS OF JUNE 30TH, 2012.

Dear Mr. Hamed,

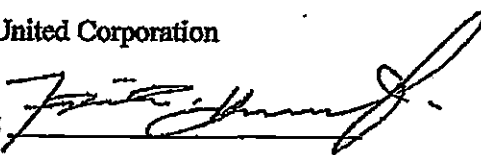
This notice is to confirm the increased rent for the above referenced premises. As you will know, I have given both you and your son Waleed Hamed oral notice in September 2010 to vacate the premises. At that time, I have advised you that the rent will increase to Two Hundred Thousand Dollars (\$200,000.00) per month for each of the first three months of January, February, and March, 2012. Thereafter, the rent shall increase to Two Hundred & Fifty Thousand Dollars (\$250,000.00) each month commencing April 1, 2012 through June 30th, 2012. The last date for this lease is June 30th, 2012. There will be no additional extensions of tenancy to Plaza Extra – Sion Farm.

An orderly inspection will be done to evaluate the condition of the premises. Kindly, advise as to when you are available to conduct an inspection, and to inventory all fixtures and improvements that will remain on the premises. Should you have any concerns regarding this notice, or any other matters concerning this lease, please ensure that same be made in writing,

and delivered by way of certified mail, return receipt requested to the address above. Thank you for your prompt attention in this matter.

Sincerely,

United Corporation

By: 

Fathi Yusuf, CEO

04/05/2012 04:03

3407755766

PLAZA EXTRA STT

PAGE 01/03

UNITED CORPORATION
4C & 4D Sion Farm
St Croix, USVI 00821
Phone (340) 778-6240

April 4, 2012

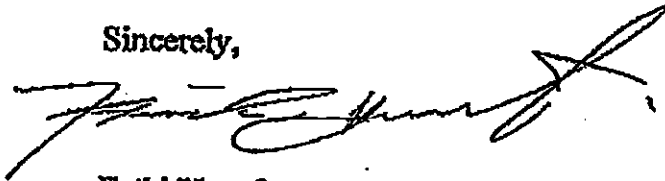
Mohammad Abdul Qader Hamed
Plaza Extra Supermarket
4-C & 4-D Estate Sion Farm
Christiansted, VI 00820

Re: Notice of Increased Rent commencing April 1, 2012

Mr. Mohamed Hamed,

Please note that according to my letter dated January 19, 2012 the rent of Plaza Extra East starting April 1, 2012 has now increased to \$250,000.00 per month. Please forward me the rent due from January 1, 2012 through April 1, 2012 for a total of \$850,000.00 immediately. If I do not receive this amount by the end of April 2012, I will add interest at a rate of 12% starting May 1, 2012. This will be my last notice to you of back rent due.

Sincerely,



Fathi Yusuf

CC: Wally Hamed

UNITED CORPORATION
4C & 4D Sion Farm
St Croix, USVI 00821
Phone (340) 778-6240

May 4, 2012

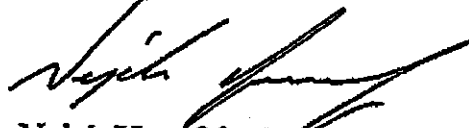
Mohammad Abdul Qader Hamed
Plaza Extra Supermarket
4-C & 4-D Estate Sion Farm
Christiansted, VI 00821

Statement of Rent due for Plaza Extra – East as of May 1, 2012

Rent due for Plaza Extra – East, January 1, 2012 through April 1, 2012	Balance Due	\$850,000.00
ADD: 1% interest on outstanding Balance		\$ 8,500.00
	Amount Due	\$858,500.00
May 2012 Rent currently due:		<u>\$250,000.00</u>
	Total Balance due May 1, 2012	<u>\$1,108,500.00</u>

Please forward a check immediately.

Sincerely,



Najeh Yusuf for Fathi Yusuf

CC: Wally Hamed

UNITED CORPORATION
4C & 4D Sion Farm
St Croix, USVI 00821
Phone (340) 778-6240

June 1, 2012

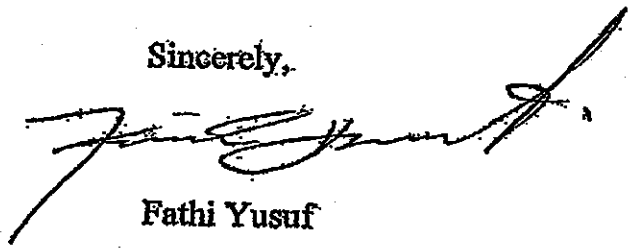
Mohammad Abdul Qader Hamed
Plaza Extra Supermarket
4-C & 4-D Estate Sion Farm
Christiansted, VI 00821

Statement of Rent due for Plaza Extra – East as of June 1, 2012

Rent due for Plaza Extra – East, January 1, 2012 through May 1, 2012	Balance Due	\$1,108,500.00
ADD: 1% interest on outstanding Balance		<u>\$ 11,085.00</u>
	Amount Due	\$1,119,585.00
June 2012 Rent currently due:		<u>\$250,000.00</u>
	Total Balance due June 1, 2012	<u>\$1,369,585.00</u>

Please forward a check immediately.

Sincerely,



Fathi Yusuf

CC: Wally Hamed

UNITED CORPORATION
4C & 4D Sion Farm
St Croix, USVI 00821
Phone (340) 778-6240

July 1, 2012

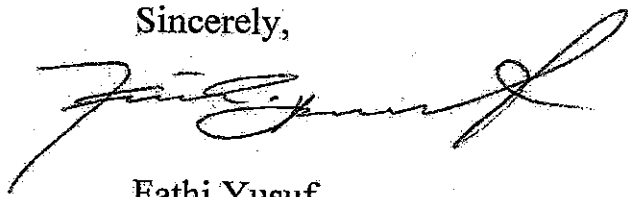
Mohammad Abdul Qader Hamed
Plaza Extra Supermarket
4-C & 4-D Estate Sion Farm
Christiansted, VI 00821

Statement of Rent due for Plaza Extra – East as of July 1, 2012

Rent due for Plaza Extra – East, January 1, 2012 through June 1, 2012	Balance Due	\$1,369,585.00
ADD: 1% interest on outstanding Balance		<u>\$ 13,695.85</u>
	Amount Due	\$1,383,280.85
July 2012 Rent currently due:		<u>\$250,000.00</u>
	Total Balance due July 1, 2012	<u>\$1,633,280.85</u>

Please forward a check immediately.

Sincerely,



Fathi Yusuf

CC: Wally Hamed

UNITED CORPORATION
4C & 4D Sion Farm
St Croix, USVI 00821
Phone (340) 778-6240

August 1, 2012

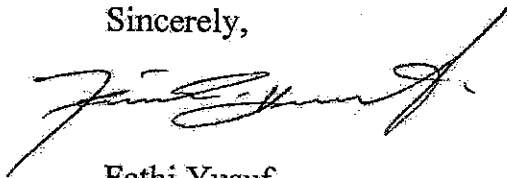
Mohammad Abdul Qader Hamed
Plaza Extra Supermarket
4-C & 4-D Estate Sion Farm
Christiansted, VI 00821

Statement of Rent due for Plaza Extra – East as of August 1, 2012

Rent due for Plaza Extra – East, January 1, 2012 through July 31, 2012	Balance Due	\$1,633,280.85
ADD: 1% interest on outstanding Balance		<u>\$ 16,332.81</u>
	Amount Due	\$1,649,613.66
August 2012 Rent currently due:		<u>\$250,000.00</u>
	Total Balance due August 1, 2012	<u>\$1,899,613.66</u>

Please forward a check immediately.

Sincerely,



Fathi Yusuf

CC: Wally Hamed

UNITED CORPORATION
4C & 4D Sion Farm
St Croix, USVI 00821
Phone (340) 778-6240

September 1, 2012

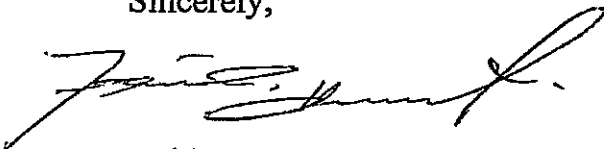
Mohammad Abdul Qader Hamed
Plaza Extra Supermarket
4-C & 4-D Estate Sion Farm
Christiansted, VI 00821

Statement of Rent due for Plaza Extra – East as of September 1, 2012

Rent due for Plaza Extra – East, January 1, 2012 through Aug. 31, 2012	Balance Due	\$1,899,613.66
ADD: 1% interest on outstanding Balance		<u>\$ 18,996.14</u>
	Amount Due	\$1,918,609.80
September 2012 Rent currently due:		<u>\$250,000.00</u>
	Total Balance due September 1, 2012	<u>\$2,168,609.80</u>

Please forward a check immediately.

Sincerely,



Fathi Yusuf

EXHIBIT E

Doc# 2012002041

55695
att. De Ksted
189 4879 069 698

WARRANTY DEED

INDENTURE made this 18th day of May, 2012, by and between Robert L. Merwin, Co-Trustee of the M.K. Armstrong Trust u/d/t dated May 12, 1969 as amended by First Amendment dated December 30, 1972, hereinafter referred to as "Grantor", and United Corporation, a U.S. Virgin Islands corporation of P.O. 763, Christiansted, VI 00821, hereinafter referred to as "Grantee".

WITNESSETH that in consideration of Ten Dollars (\$10.00) and other good and valuable consideration to him in hand paid, receipt of which is hereby acknowledged, Grantor does hereby grant and convey unto Grantee, its successors and assigns, the following described real property situated in St. Croix, U.S. Virgin Islands, to wit:

Rem. Matr. Plot No. 9 Estate Grange, Company Quarter, consisting of 80.7119 U.S. acres, more or less, as more fully shown on OLG Drawing No. A9-80-C012 dated May 15, 2012; and

Road Plot No. 70 Estate Grange, Company Quarter, consisting of 10.298 U.S. acres, more or less, as more fully shown on OLG Drawing No. A9-80-C012 dated May 15, 2012; and

Together with all of Grantor's right, if any, to the easements and water rights reserved in that certain Deed dated April 20, 1995 on No. 1 Estate Hermon Hill, recorded on November 6, 1995 at PC 558, page 215, Doc. No. 5810 (the Covenants and Warranties in the last paragraph of this deed do not apply to these easements and water rights)

TOGETHER with all the tenements, hereditaments, buildings, and appurtenances thereunto belonging.

SUBJECT, HOWEVER, to the following (the "Permitted Exceptions"):

- a) The standard exclusions from coverage set forth in an ALTA owner's policy - 6-17-06;
- b) The lien of all taxes, special assessments or reassessments, which are not shown as existing liens by the records in the Office of the Tax Assessor for St. Croix, Virgin Islands, nor any taxes or bills for the year 2010 or thereafter, not yet submitted, due or payable;
- c) Any lien which may heretofore or hereafter attach pursuant to the provisions of Title 19, §1538 of the Virgin Islands Code, with regard to municipal sewer charges, not yet due and payable, as may be applicable;

Doc# 2012002041
 Book: 1308
 Pages: 87
 Filed & Recorded
 05/25/2012 2:40PM
 ALTHEA PEDRO
 RECORDER OF DEEDS
 ST CROIX
 RECORDING FEE
 PER PAGE FEE
 DEED DOC STAMP

Althea Pedro
Recorder

\$ 1,712.00
\$ 4.00
\$ 51,000.00



Warranty Deed

Robert L. Merwin, Co-Trustee of the M.K. Armstrong Trust u/d/t dated May 12, 1969 as amended by First Amendment dated December 30, 1972, to United Corporation
Page 2

d) Virgin Islands Zoning, Coastal Zone Management, Conservation, or Building laws and regulations, ordinances or common law applicable or relating to the use and occupancy of the premises;

e) Title to any filled in land, littoral rights, riparian rights, or other rights not shown in the public records;

TO HAVE AND TO HOLD the said described real property unto United Corporation, its successors and assigns, in fee simple forever.

GRANTOR COVENANTS AND WARRANTS that he is lawfully seized of said premises in fee simple and has good right to convey same; that Grantee shall quietly enjoy said premises; that the premises are free from encumbrances except as herein provided; that Grantor will execute or procure any further necessary assurances of title to said premises; and that Grantor will forever warrant and defend the title in said premises. The Trustee, for himself, his heirs, representatives, successors and assigns states that he is the lawful Co-Trustee of the M.K. Armstrong Trust u/d/t dated May 12, 1969 as amended by First Amendment dated December 30, 1972 and, as such, has the power to convey as aforesaid. The Trustee further covenants that he has in all respects made this conveyance pursuant to the authority granted by the Trust; provided, however, that Grantor has executed this Trustee's Deed in his capacity as Trustee of the Trust and that the liability of the Grantor under this covenant and general warranty shall be limited to the assets of the Trust.

WITNESSES:

M.K. Armstrong Trust
u/d/t dated May 12, 1969
as amended by First Amendment
dated December 30, 1972

Rebecca Merwin
[Signature]

[Signature]
Robert L. Merwin, Co-Trustee
Dated: 5/18/2012

Warranty Deed
Robert L. Merwin, Co-Trustee of the M.K. Armstrong Trust u/d/t dated May 12, 1969 as amended by
First Amendment dated December 30, 1972, to United Corporation
Page 3

ACKNOWLEDGMENT

TERRITORY OF THE VIRGIN ISLANDS)
JUDICIAL DIVISION OF ST. CROIX) SS:

The foregoing instrument was acknowledged before me this 02 day of May, 2012 by Robert L. Merwin, Co-Trustee M.K. Armstrong Trust u/d/t dated May 12, 1969 as amended by First Amendment dated December 30, 1972

GERALD T GRONER
Notary Public
St. Croix, U.S. Virgin Islands
LNP-022-11
My Commission Expires November 10, 2015

Notary Public
Name: _____
Notary No. _____
Commission Expires: _____

CERTIFICATE OF VALUE

IT IS HEREBY CERTIFIED that the value of the property described in the foregoing deed, for recording and transfer stamp tax purposes, does not exceed the sum of \$ 1,700,000.00. The 2009 property tax assessment of the property is \$969,549.10 by allocation.

Robert L Merwin, Trustee

CERTIFICATE OF PUBLIC SURVEYOR

IT IS HEREBY CERTIFIED that, according to the records in the office of the Public Surveyor, the property described in the foregoing Warranty Deed has undergone no changes with respect to boundary and area.

DATE: MAY 24 2012
FEES \$ 940⁰⁰

SURVEY & DEEDS SECTION
MARGARET F. ACOSTA
SPECIAL ASSISTANT

Doc# 2012002041
Book: 1308
Pages: 37
Filed & Recorded
05/25/2012 2:49PM
ALTHEA PEDRO
RECORDER OF DEEDS
ST CROIX
RECORDING FEE \$ 1,712.00
PER PAGE FEE \$ 4.00
DEED DOC STAMP \$ 51,000.00

Recorder



GOVERNMENT OF
THE UNITED STATES VIRGIN ISLANDS

**OFFICE OF THE LIEUTENANT GOVERNOR
DIVISION OF REAL PROPERTY TAX**

1105 King Street • Charlotte Amalie, Virgin Islands 00820 • 340.773.6449 • Fax 340.773.0330
18 Kongens Gade • Charlotte Amalie, Virgin Islands 00802 • 340.774.2991 • Fax 340.774.6953

REAL PROPERTY TAX CLEARANCE LETTER

TO: Office of the Recorder of Deeds

FROM: Office of the Tax Collector

In accordance with Title 28, Section 121, as amended, this shall certify that there are no outstanding Real Property Tax obligations for the following:

PARCEL NUMBER	2-06800-0204-00
LEGAL DESCRIPTION	REM ESTATE GRANGE
OWNER'S NAME	ARMSTRONG, MALCOLM & OTHERS

Taxes have been researched up to and including 2009.

CERTIFIED TRUE AND CORRECT BY

**Valencio Jackson
Tax Collector**

**May 22, 2012
DATE**