

IN THE SUPRIORCOURT OF THE VIRGIN ISLANDS
DIVISION OF ST. CROIX

**CASE: MOHAMMAD HAMED V. FATHI YUSUF AND UNITED CORPORATION
CIVIL NO. 12-370**

PAGE 1

ATTY: JOEL H. HOLT

NO.: 12-CV-370

DATE: January 25, 2013

PLAINTIFF(S) **MOHAMMAD HAMED (X)**

DEFENDANT(S) ()

EXHIBIT	NATURE OF EXHIBIT	IDENTIFIED	ADMITTED IN EVIDENCE
1	Deposition of Yusuf	✓	✓
1A	Deposition excerpts of Yusuf	✓	✓
2	Defendants Rule 12 Motion	✓	✓
3	Defendant's Rule 12 Reply	✓	✓
4	United v. Hamed Complaint	✓	✓
5	Affidavit of Mohammad Hamed		
6	Affidavit of Wally Hamed		
7	Rent Notices January 2012 – January 2013	✓	✓
8	Rent Calculation for Plaza East	✓	✓
9	Rent Payment for Plaza East	✓	✓
10	February 10, 2012 from De Wood to Hamed	✓	✓
11	Letter from DeWood to Hamed	✓	✓
12	March 13, 2012 Email DeWood to Hamed (with attachments)	✓	✓
13	Group Exhibit Re \$2.7 Million Withdraw	✓	✓
14	November 2, 2012 Letter Hamed to Yusuf	✓	✓
15	Checks Payable to Yusuf/Untied lawyers	✓	✓
16	Check payable to Smock & Moorehead	✓	✓
17	Notice of Payment Re Stock February 6, 2012	✓	✓
18	Yusuf's Handwritten Notes Re "Dorothia/Jordon Fund"	✓	✓
19	Maher Yusuf Affidavit	✓	

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IN THE TERRITORIAL COURT OF THE VIRGIN ISLANDS
DIVISION OF ST. THOMAS AND ST. JOHN

AHMAD IDHEILEH,)	
)	
Plaintiff,)	
)	
vs.	)	Case No. 156/1997
)	
UNITED CORPORATION and)	
FATHI YUSUF, Individually,)	
)	
Defendants.)	

THE ORAL DEPOSITION OF FATHI YUSUF

was taken on the 2nd day of February 2000, at the Offices of Caribbean Scribes, 2132 Company St., Ste. 3, Christiansted, St. Croix, U.S. Virgin Islands, between the hours of 1:05 p.m. and 4:05 p.m. pursuant to Notice and Federal Rules of Civil Procedure.

Reported by:

Cheryl L. Haase
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COPY

A-P-P-E-A-R-A-N-C-E-S

For the Plaintiff:

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St. Thomas, USVI 00802

By: Elmo Adams

For the Defendants:

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By: Bethaney J. Vazzana

Also Present:

Ahmad Idheileh

EXHIBIT INDEX

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E-X-H-I-B-I-T-S

Exhibit No. 134
Deposit Slip

Exhibit No. 236
Deposit Slip

Exhibit No. 336
Wire Transfer

Exhibit No. 437
Prudential-Bache Deposit Slip

Exhibit No. 538
Trust Account Checks

Exhibit No. 647
Affidavit of Fathi

Exhibit No. 749
Joint Venture Agreement

Exhibit No. 891
January 4, 1994 Letter

Exhibit No. A82
Newspaper Article

1 FATHI YUSUF,

2 Called as a witness, having been first duly sworn,

3 Testified on his oath as follows:

4 DIRECT EXAMINATION

5 BY MR. ADAMS:

6 Q. Good afternoon, Mr. Yusuf.

7 A. Good afternoon, sir.

8 Q. As you are aware, we are here today to take your
9 deposition in the matter of Ahmad Idheileh v.

10 United Corporation and yourself.

11 A. Yes.

12 Q. In that light, sir, I would like to ask you a few
13 questions. And maybe to begin, if we could get a little
14 background history on your relationship with Mr. Idheileh.

15 When did you and Mr. Idheileh first meet, if
16 you can recall?

17 A. We met, I don't know, about twenty, twenty-five
18 years ago. I don't remember exactly.

19 Q. And at that time what was the relationship like
20 before you entered into the business venture?

21 A. Just like an ordinary Arab, just like we came a
22 little bit earlier before. That's all.

23 Q. So you would say it was a very amicable and
24 friendly relationship?

25 A. At the first maybe five or ten years, it was no

1 friendly in there. It was just an Arab who's on St. Croix.

2 Q. Uh-huh.

3 A. Walking from house to house, meet him in the
4 road, I say hello, he meet me in the road. Some occasion we
5 have met some parties or something. Just an ordinary Arab,
6 just like a person not what you call a close friend.

7 Q. Did there ever come a time that the relationship
8 became a much more friendly and amicable one?

9 A. Oh, yes. I think after the first ten years we
10 get to know each other more and more, and we become a person
11 that I respect, but is not my type of friend. I don't go
12 beach with him. I don't go dance. We don't go to casino.
13 We don't go no mosque together. It's just a person I
14 respect. I make sure I respect him if he walk into my
15 premises.

16 Q. Did there come a time during those early years
17 that Mr. Idheileh returned to Jordan, and he -- well, first
18 let me rephrase the question.

19 Are you aware of Mr. Idheileh's business
20 venture into Sea-Mart?

21 A. If I knew?

22 Q. Of his business relationship with Sea-Mart.

23 A. Yes, I'm aware of it, yes.

24 Q. Did there come a time that he left Sea-Mart?

25 A. Yes.

1 Q. And did there come a time that Mr. Idheileh, upon
2 leaving Sea-Mart, was returning to Jordan?

3 A. Repeat the question please.

4 Q. Was there a time, upon his leaving Sea-Mart, that
5 he was returning home to Jordan?

6 A. Yeah. That's my understanding from him.

7 Q. Did he, at that time, ask you to or give you a
8 Power of Attorney to settle all of his matters with Sea-Mart,
9 collect his partnership interest?

10 A. Well, the gentleman, as I told you, he was an
11 ordinary Arab and we getting closer and closer and closer.

12 In 1986 I needed money.

13 Q. Uh-huh.

14 A. When I opened up Plaza Extra, I was short of
15 money. I ask him if he will lend me some money. He said,
16 Why not? I'll get it for you tomorrow. I don't remember the
17 amount of money it was, but in the thousands. I honestly
18 don't remember exactly. He have give me the money, I asked
19 him if he need a check from me as a collateral. He said, No,
20 I trust you. If you want more, I get you more. I get the
21 money from him because I was short of capital in 1986.

22 And he was coming very often to the store,
23 sometime with his wife to shop. His wife would stay in the
24 store shopping, and he come up to my office and we start to
25 chat. And the man at that time was looking for me very

1 decent. He speaks to me nothing but out of what the Qurán
2 says, and I'm a person who like to hear these stories, God
3 says this, God says that.

4 So in -- but when he used to come to my office
5 when I have Plaza Extra in Sion Farm, Mr. Idheileh was aware
6 very, very well that I have more people with me, such as
7 Mr. Mohammed Hamed and his son Wally.

8 Q. But before -- before we get to that, was --

9 A. No, no, because I'm afraid I might forget what
10 I'm going to say.

11 Q. But --

12 A. Let me please tell you, you ask me my relation
13 with Mr. --

14 Q. Okay.

15 A. I am at this moment very happy to explain myself.

16 Q. Okay.

17 A. I promise Mr. Idheileh that I will pay him as
18 soon as I get the money, --

19 Q. Did he --

20 A. -- his loan to me.

21 Q. But did he ask you for a repayment?

22 A. No. I promise him within as soon as the store
23 open, we have excess cash, he'll be the first one to get
24 paid.

25 Q. Okay.

1 A. I personally own 50 percent of Plaza Extra in
2 1986. I own United Shopping Plaza. I'm a member of
3 United Corporation, who owns United Shopping Plaza. I build
4 that store, I was struggling for a loan. The whole island
5 know what I went through. I said I'm going to build this
6 building no matter what, and hold the supermarket for my
7 personal use.

8 It took me three years. I give an offer to
9 two nephew of mine and my brother-in-law, Mr. Hamed, if they
10 would like to join me in building up this store together, and
11 we should not have any problem, if I finish build up the
12 building, we should have no problem whatsoever to go to the
13 bank and the bank will grant us the loan to operate the
14 supermarket. Okay?

15 During construction -- I'm going to go a
16 little bit back to tell you what is my background. During
17 construction, I was struggling for loan. And at that time
18 Banco Popular, I remember, came into the Virgin Islands and
19 took over the majority of interest of First National
20 Citibank. They buy all their customers, and they was very
21 hungry to do business in the island because they have
22 expenses to face and they like to issue loan as fast as
23 possible to cover their expenses.

24 Excuse me. Can I have water please if you
25 don't mind?

1 MS. VAZZANA: Sure.

2 A. I have a problem getting a loan. Finally, I been
3 promised verbally from Nova Scotia in the past, and when my
4 steel came in, the way the steel came in unfabricated, they
5 deny me any loan.

6 THE REPORTER: Unfabricated?

7 THE WITNESS: Unfabricated. It's raw steel.

8 At that time I don't have no money to buy
9 fabricated steel, so I went to the mill in Houston and I
10 bought unfabricated steel. And when the bank comes in, when
11 the steel comes in and the bank sees it, they says, How you
12 want me to loan money against this steel? How you going to
13 put it up? You have no experience.

14 I explain to them how I would put it up. They
15 say, Show me your plan. I show them my plan. Granted the
16 man who did the plan with me at that time is with the chief
17 building permit at Public Work. He just give me a plan with
18 not too much specification, because I have no intention to
19 give it on bid. My intention is I don't have enough money, I
20 will put this building together.

21 So what I have is a plan approved by Public
22 Works with not too much specification on it, and the bank
23 saw, asked me how could I build the building? I explain to
24 them and they say, We don't do business that way. They say,
25 I'm sorry. That's all I have.

1 So I left Nova Scotia, struggling, left them
2 not to get a loan, but did not close my account. I struggle
3 all over looking to get a loan. I went to all local banks at
4 that time, and everybody says, I'm sorry, we can't help you.
5 So I find it is a golden opportunity for me to go to Banco
6 Popular.

7 So I went to the manager there, I explained to
8 him my story what Scotia did to me and so he say, I will come
9 to the site.

10 When he come to the site where I'm building,
11 he says, How you going to put this building together?
12 Where's your plan? I show it to him. It's almost zero, the
13 specification. Just numbers for me, columns, but the column
14 doesn't say what thick, what wide. It just give me the
15 height.

16 So the bank, he says, Mr. Yusuf, I'm sorry.
17 We don't do business that way. We have to have somebody
18 professional plan with full specification. I could see your
19 plan approved, I could see the steel here, but it's -- you
20 don't have the proper material or record to take to my board
21 of director to approve a loan in the millions.

22 So I understood. My answer to that gentleman
23 was, unfortunate because of my financial situation, I have to
24 choose this route. But I promise you, as a man, I will put
25 that building together. The man told me at that time, I

1 don't see how you going to put it up. I say, Don't worry,
2 man. I'll put it together.

3 He promised me at that time, Mr. Yusuf, I
4 promise you if you are able to put this steel, turn it into a
5 shopping center, as soon as you finish, come. I will give
6 you all the money you need for the supermarket. I says,
7 Thank you very much, sir.

8 I know I was at fault. I was not prepared,
9 you know. I don't have nothing saleable to a bank. So I
10 rely on my brother for financing, a brother of mine who's in
11 Kuwait.

12 And go back a little bit, before I was looking
13 for financing, my brother was asking me if he could join me
14 as partner. I said no, I really want to put something for my
15 children to secure their future and see if the bank give me,
16 fine. I'm sure I could get it.

17 After I fail, I called my brother, I said, Are
18 you still interested? He said yes. He did it for two
19 reason. He did it to help me as a brother because he don't
20 want to see me go bankrupt. And at the same time he want to
21 make sure that he maybe could make some money.

22 Q. Uh-huh.

23 A. And my brother, we knows each other very well.
24 He have a lot of confidence in me. He say if I will do
25 something, I'll do it. Then my brother start to send me

1 money.

2 Because of my ignorant in expertise, I
3 underestimate to my brother. I told him, Oh, I think I could
4 put this building for a million-and-a-half. The
5 million-and-a-half run out, so my brother says, Hey, you told
6 me that amount you'll have a shopping center, and I see
7 you're too far out.

8 I say, Brother, all I could tell you is all
9 your money and my money is going into the building. If I
10 underestimating, this is nothing but a matter of ignorance.
11 It's not a matter of trust. He say, I know you, you don't
12 keep my money.

13 So what we did with my brother, I was supposed
14 to do 60 percent for me, 40 percent for my brother. As the
15 number I gave him used, he says, Look, I enter with you to
16 give me forty and you sixty. I will give you more money if
17 you would give me 50 percent.

18 Q. So that's how you ended up with 50 percent.

19 A. I would give you -- I will, if you would give me
20 50/50, I'll send you more money to finish the building.

21 I say, Look, man. Your children and my
22 children are the same. You's my brother. I'm not going
23 to -- you'll get fifty, right? I told him that on the phone.

24 He send. His money finish. I asked him for
25 the last 300,000. I could finish the shopping center with

1 the last 300,000. My brother denied he don't have any more
2 money to give me. I should go and look somewhere else.

3 I know my brother have, but my brother, with
4 respect to him, a man don't like to go with tough decision,
5 so he deny me that he have any more money. And I was
6 struggling going to the bank to get some loan. But at the
7 same time, really, I don't want to mortgage a whole shopping
8 center with five-and-a-half acre for about three hundred
9 thousand dollars. I don't want to hook myself.

10 So while I was building, Sunshine Supermarket
11 opened. Okay? And it happened that somebody part owner on
12 Sunshine spread the word around or mention some word how much
13 they sold as their grand opening. So I have two nephew, one
14 my brother's side and one from my sister's side, and I have
15 my brother-in-law is Mr. Mohammed Hamed. I know the three of
16 them have money, and I know and they know that I don't have
17 the money.

18 They says, Uncle, I don't think we should stay
19 in the furniture business. I think we should open up a
20 supermarket. I says, Well, if you want, you guys bring me
21 the money, I finish the building and I can assure you that a
22 loan will come.

23 So I have a brother, Sam, I remember he gave
24 me I don't remember exactly, 245,000. My daughter -- my
25 sister son, the one who was translating this morning, think

1 he gave me about 275,000, and to be 25 percent each,
2 25 percent for my sister son, 25 percent for my brother son,
3 25 percent for me.

4 But before I continue, I'm going to -- I would
5 like to go back a little bit more to clear something. When I
6 was in the financial difficulty, when I was in financial
7 difficulty, my brother-in-law, he knew. I shouldn't -- he
8 start to bring me money. Okay? He own a grocery, Mohammed
9 Hamed, while I was building, and he have some cash. He knew
10 I'm tight.

11 He start to bring me money. Bring me I think
12 5,000, 10,000. I took it. After that I say, Look, we
13 family, we want to stay family. I can't take no money from
14 you because I don't see how I could pay you back. So he
15 insisted, Take the money. If you can afford to, maybe pay
16 me. And if you can't, forget about it. Okay. He kept
17 giving me. I tell him, Under this condition I will take it.
18 I will take it.

19 He kept giving me until \$200,000. Every
20 dollar he make profit, he give it to me. He win the lottery
21 twice, he gave it to me. All right? That time the man have
22 a little grocery, they call Estate Carlton Grocery. Very
23 small, less than 1,000 square foot, but he was a very hard
24 worker with his children. And it was, you know, just like a
25 convenience mom-and-pop stores. He was covering expenses and

1 saving money.

2 I say, Brother-in-law, you want to be a
3 partner too? He said, Why not? You know, as a family, we
4 sit down. Says, How much more can you raise? Say, I could
5 raise 200,000 more. I said, Okay. Sell your grocery. I'll
6 take the two hundred, four hundred. You will become
7 25 percent partner.

8 So we end up I'm 25 percent, my two nephew 25
9 each, and my brother-in-law, Mohammed Hamed, 25 percent. I
10 don't recall the year, could be '83 or '84, but at least
11 thanks God in the year that Sunshine Supermarket opened,
12 because his supermarket is the one who carries these two
13 young men and my brother to go into the supermarket with me.
14 So I have their money, I finish the building.

15 We call the refrigeration manufacturer, not to
16 waste time. We book an order for our refrigeration, and we
17 committed to it. And from their money I have paid \$100,000
18 deposit on the equipment. I was so sure the gentleman at
19 Banco Popular, he promised me, you know. Everything were
20 look to go me encouraging. And especially at that time I'm
21 sure anybody in St. Croix in the past twenty, thirty years,
22 he knew that that building will never go up. Only maybe six
23 people in St. Croix at that time says I might be able to put
24 it up. But 99.9 of St. Croix resident, they were looking at
25 me as a fool.

1 But I was confident in myself. I have, when I
2 determine something, I have strong determination and I'm not
3 afraid to work. So as I hit the bank and says, Hey, you got
4 away with the building, how I know you going to make it in
5 supermarket? You have no experience in the supermarket. How
6 could you make it?

7 I say, Look, man, you promised me. And then
8 look, my friend, I'm not trying to learn how to drive. I am
9 a driver. I'm a retailer. If you move me from clothing,
10 shoes, furniture to supermarket, it will take me no time to
11 learn, because the retailing business is already in my blood,
12 just like a driver. He drive a small standard car or a small
13 pickup, it wouldn't take him no too long to drive a trailer
14 tractor, because he know the basic of the traffic, where to
15 stop, where to yield, where to speed, which gear to change.

16 And I told him, trying to convince the bank
17 manager, Don't worry, man. I could be like a driver
18 switching from driving a pickup, I could drive a trailer load
19 easy in two weeks. It's completely different to somebody
20 that never knows how to drive. You want to bring him from
21 never knows how to drive, it could be, never being in a car,
22 and you may want him to drive a trailer. I'm not that type
23 of person.

24 This is one of the ways I was convincing the
25 bank manager. Unfortunate at that time, I was talking to the

1 man and he look at me, he underestimate. It came to an
2 extent, I tell him, Look, sir. I respect your profession.
3 You're the bank manager. I respect that. And I want you to
4 respect my profession. I'm a retailer. Everybody have a way
5 of making a living. Oh, I been denied.

6 Then, but when I been denied, I have to tell
7 my partner what's going on. I been entrusted to handle the
8 job perfect, and I am obligated to report to my partner to
9 anything that happened. I told my nephews and I told my
10 partner, Hey, I can't get a loan, but I'm not giving up.

11 So two, three days later my two nephews split,
12 say, We don't want to be with you no more, and we want our
13 money. I say I don't have no money to pay you. The money's
14 there, but if you want to leave because I default, you free
15 to leave.

16 How we going to get paid?

17 I says, Shopping center is 50 percent owned by
18 you uncle and 50 percent by me. I have to feed my children
19 first, and whatever left over, I'll be more than happy to
20 give it to you. Okay. What do you want us -- what do you
21 want to pay us for rent of our money?

22 We come to an agreement, I pay them 12 percent
23 on their money, and 150,000 default because I don't fulfill
24 my commitment. I accepted that. We wait until my partner,
25 which is my brother, came. He's an older man. And we came

1 up to Mr. Mohammed Hamed, I say, You want to follow them? He
2 say, Yeah, I will follow them, but do you have any money to
3 give? I say, Look, Mr. Hamed, you know I don't have no
4 money. It's in the building, and I put down payment in the
5 refrigeration. But if you want to follow them, if you don't
6 feel I'm doing the best I can, if you want to follow them,
7 you're free to follow them. I'll pay you the same penalty,
8 75,000. I will give you 12 percent on your 400,000.

9 He says, Hey. If you don't have no money,
10 it's no use for me to split. I'm going to stay with you.
11 All right. I say, Okay. You want to stay with me, fine. I
12 am with you, I am willing to mortgage whatever the
13 corporation own. Corporation owned by me and my wife at that
14 time.

15 Q. Uh-huh.

16 A. And my partner only put in \$400,000. That's all
17 he put in, and he will own the supermarket. I have no
18 problem. I told my partner, Look, I'll take you under one
19 condition. We will work on this, and I'm obligated to be
20 your partner as long as you want me to be your partner until
21 we lose \$800,000. If I lose 400,000 to match your 400,000, I
22 have all the right to tell you, Hey, we split, and I don't
23 owe you nothing.

24 They say, Mr. Yusuf, we knows each other. I
25 trust you. I keep going. Okay. Now, I told him about the

1 two partner left, Mr. Hamed. You know, these two guys, they
2 left, my two nephew, they was your partner and my partner. I
3 give you a choice. If you pay penalty with me and pay the
4 interest with me, whatever they left is for me and you. But
5 if I must pay them the one-fifty penalty and pay them
6 12 percent, then Plaza Extra Supermarket will stay
7 three-quarter for Yusuf and only one-quarter for you.

8 He says, Do whatever you think is right. I
9 tell him, You want my advice? I be honest with you. You
10 better off take 50 percent. So he took the 50 percent.

11 Q. Not to cut you short, Mr. Yusuf, but we have to
12 play with time, and I appreciate the history as far as
13 Plaza Extra St. Croix and United Corporation, but I want to
14 focus primarily right now on your relationship with
15 Mr. Idheileh.

16 There came a time that the two of you entered
17 into talks about Plaza Extra on St. Thomas?

18 A. May I interrupt you, sir? I cannot build a roof
19 before a foundation. The problem is you ask me who I am,
20 where I come from. I am explaining myself. I want to show
21 to you and the court that Mohammed Hamed is way before
22 Plaza Extra was opened with me, he was my partner. And
23 Mr. Idheileh, he himself knows, because the money he lend me
24 when I open up Plaza Extra, he was getting paid from Wally.

25 I'm a person, if I run a business, I want to

1 stay clean. You know what I mean, clean? I'm the final
2 decision man. I don't give that to anybody. Excuse me. But
3 when it come to money, I don't touch.

4 When I open up Plaza Extra Supermarket, who
5 was in charge of the money at that time is Wally Hamed. When
6 this gentleman, Mr. Idheileh, lend me his money as a friend,
7 I have never signed for him. Who paid him? I never pay him
8 back. My partner's son is the one who pay him back. And he
9 knew, because he come to my office once or twice a week. And
10 he's not the only one knew. Every single Arab in the Virgin
11 Islands knew that Mr. Mohammed Hamed is my partner, way
12 before Plaza Extra was opened.

13 Now, should I ask him or continue?

14 **MS. VAZZANA:** He's ready to give you a next
15 question.

16 **Q. (Mr. Adams)** My question to you, sir, is there
17 came a point in time that you and Idheileh started to, or
18 started to have some discussions about Plaza Extra on
19 St. Thomas, is that correct?

20 **A.** Repeat the question please.

21 **Q.** There came a point in time that you and
22 plaintiff, Mr. Idheileh, entered into negotiation about a
23 partnership, entering into a partnership with Plaza Extra on
24 St. Thomas, is that correct?

25 **A.** I can answer that if I could explain it.

1 Q. But first --

2 A. I'll answer it if I'm allowed to explain it.

3 Q. Okay. But not too long, please.

4 A. See, when I owned United Shopping Plaza, that
5 building is absolutely for me and my family. And I was
6 occupying a small office in that shopping center.

7 Oh, I'm -- let me go back a little bit. The
8 reason why I was in that office, because my supermarket was
9 burned down. Otherwise, I will never be out of Plaza Extra.
10 And I was doing my work in a small office in United Shopping
11 Plaza. I used to go, you know, all my books, my record, have
12 a desk, coffee machine, make my rent invoices. I do what I
13 have to do.

14 I see Mr. Idheileh come knock on my door, Come
15 on in. Shake hand, I offer him coffee. I don't remember
16 whether he took it or not. I say, I tell him, What can I do
17 for you? How come you're back? I understand that you sold
18 Sea-Mart not to come back to the Virgin Islands. Your
19 intention was to sell Sea-Mart and go home. I could see you
20 here now.

21 He say, Yes, things is tough back home and I
22 decided to come back. I say, Well, what are you planning to
23 do? It's a friendly discussion. He say, I would like to be
24 your partner in St. Thomas too. I says, You know, I don't
25 have the final word. I will check with my partner,

1 Mr. Hamed.

2 And he were telling me that he's the man was
3 running Sea-Mart, he's this and he's that and he's that and
4 he's that. And I want to make a comment on this. There is
5 no one in the Virgin Islands can put words together more than
6 this man, and I could -- excuse me --

7 Q. Mr. Yusuf --

8 A. -- I could swear that 90 percent of what he says
9 is false. I get to know him.

10 Q. Mr. Yusuf --

11 A. Excuse me. Let me -- now, when he say I want a
12 partner, I have confidence in this man could run a business
13 based on what he told me.

14 Q. Okay. Well, Mr. Yusuf -- Mr. Yusuf, --

15 A. Uh-huh.

16 Q. -- outside of that, did the two of you reach to
17 an agreement where there will be a partnership?

18 A. After I consult with my partner.

19 Q. Okay. Now, did there come a point in time that a
20 Joint Venture Agreement was signed?

21 A. Yes.

22 Q. And who were the signatories to that Joint
23 Venture Agreement?

24 A. I honestly, I haven't looked at it for a long
25 time. If you will show it to me --

1 MR. ADAMS: Let the record indicate I'm
2 showing Mr. Yusuf a copy of the Joint Venture Agreement.

3 A. I sees Mr. Idheileh and myself and Notary Public,
4 and I believe it's a witness underneath. I don't know.

5 Q. (Mr. Adams) Now --

6 A. Notary Public someplace else, and the same
7 witness, and my signature repeated again on a different page.
8 My son. Yeah, my son is the president of United Corporation.

9 Q. Now, sir, the Joint Venture Agreement is between
10 whom?

11 A. Between -- if you have to look at it this way, --

12 Q. No, no, I'm looking --

13 A. -- between me, my partner and him.

14 Q. No, Mr. Yusuf. Let us look at the Joint Venture
15 Agreement that was signed.

16 A. Yeah, I seen it. United Corporation.

17 Q. Thank you.

18 A. But I want you please to be aware that my
19 partner's with me since 1984, and up to now his name is not
20 in my corporation. And that -- excuse me -- and that prove
21 my honesty. Because if I was not honest, my brother-in-law
22 will not let me control his 50 percent. And I know very
23 well, my wife knows, my children knows, that whatever
24 Plaza Extra owns in assets, in receivable or payable, we have
25 a 50 percent partner.

1 But due to my honesty --

2 Q. Now --

3 A. Excuse me. I want to clear who I am.

4 -- my partner, he have never have it in
5 writing from me.

6 Q. Mr. Yusuf --

7 MS. VAZZANA: Okay. The question was the
8 question was simple: Who it says the Joint Venture Agreement
9 is between.

10 THE WITNESS: Actually, between
11 United Corporation and Mr. Ahmad Idheileh.

12 Q. (Mr. Adams) Is there anywhere in that Joint
13 Venture Agreement does the name Mr. Mohammed Hamed --

14 MS. VAZZANA: Hamed.

15 Q. -- appear anywhere in that joint venture?

16 A. No.

17 Q. Is United Corporation the owner of Plaza Extra
18 St. Croix?

19 A. Yes.

20 Q. Is Mr. Hamed an officer of United Corporation?

21 A. Who?

22 Q. Mohammed Hamed.

23 A. No, he's not an officer.

24 Q. He's not an officer of United Corporation?

25 A. No.

1 Q. Is he a member of the Board of Directors of
2 United Corporation?

3 A. No.

4 Q. Is he a shareholder in United Corporation?

5 A. No.

6 Q. So as far as this Joint Venture Agreement is
7 concerned, --

8 A. Uh-huh.

9 Q. -- it was a Joint Venture Agreement between
10 United Corporation and Mr. Ahmad Idheileh?

11 A. Oh, you can put it how you want to put it. My
12 understanding and Mr. Idheileh understanding --

13 Q. Sorry --

14 A. Wait a minute. We have to go to the fact. You
15 looking to find facts, and I am telling you the fact. The
16 venture agreement can no way be done without the approval of
17 Mr. Mohammed Hamed. And Mr. Idheileh knew when he come to
18 me, I tell him I cannot give you an answer, but I promise you
19 I will convince my partner.

20 And I was successful in convincing my partner
21 to accept him as an additional partner.

22 Q. Now, if that is the case, sir --

23 A. This is the case.

24 Q. If that was the case, sir, then why was not
25 there -- why does Mr. Hamed's name not appear on the Joint

1 Venture Agreement?

2 A. Because he's not in the -- Mohammed is not with
3 me, in the past anyhow, nine years ago. Where he going to
4 come from with no base? Can you put roof without foundation?
5 You's an attorney. Answer my question.

6 MS. VAZZANA: He doesn't have to answer your
7 question.

8 A. There's a confidence between me and my partner,
9 my family. There is a very, very, very high confidence.

10 Q. (Mr. Adams) Mr. Yusuf, granted that may be the
11 case.

12 A. But see, the main point, sir, Mr. Idheileh could
13 no way get in without Mr. Mohammed Hamed approval.

14 Q. Then I again ask you, Mr. Yusuf, is Mr. Hamed
15 either an officer, director or shareholder of
16 United Corporation?

17 A. Who, Hamed?

18 Q. Hamed.

19 A. No, he's not.

20 Q. Thank you, sir.

21 Pursuant to the Joint Venture Agreement, if we
22 can look at Paragraph 1?

23 A. Yeah, I see it.

24 Q. Mr. Idheileh agreed to invest \$750,000 in the
25 supermarket, is that correct?

1 A. That's correct.

2 Q. Pursuant to Paragraph 2, he would then receive
3 33 percent of the net profits and share in 33 percent of the
4 net loss, is that correct?

5 A. That's correct.

6 Q. Is there anywhere in this Joint Venture
7 Agreement, sir, that indicate what United Corporation's
8 investment into this Joint Venture Agreement would be?

9 A. The investment is the --

10 Q. In terms of --

11 A. -- collateral, --

12 Q. In terms of --

13 A. -- whatever loan is necessary.

14 Q. Is that stated in the Joint Venture Agreement?

15 A. The collateral of whatever money needed to run
16 that supermarket.

17 Q. Sir, is that stated in the Joint Venture
18 Agreement?

19 A. I think so. I don't know.

20 (To Attorney Vazzana:) Says that?

21 **MS. VAZZANA:** No.

22 **THE WITNESS:** Well, we have to -- it does say
23 someplace.

24 No, we get a loan. Put together a \$5 million
25 loan just because you have a clean shirt and clean pants?

1 Q. My point is, sir --

2 A. Just on the basis of --

3 Allow me to read this, because it's
4 understood.

5 Q. Sir, I will give you a couple minutes so that you
6 will be able to read the document so you can refresh your
7 memory.

8 (Short recess taken.)

9 MS. VAZZANA: Let's get back on the record
10 with the answer to that question.

11 Do you want to read that last question,
12 Cheryl?

13 THE REPORTER: "Sir, is that stated in the
14 Joint Venture Agreement?"

15 A. Ask me the question again please.

16 Q. (Mr. Adams) Sir, does the Joint Venture
17 Agreement mention what the initial investment of
18 United Corporation would be?

19 A. Oh. I permit to explain?

20 Q. No, no. Is it mentioned in --

21 A. I don't know. I don't know. I see you laughing.
22 Supermarket need \$8 million, not 750,000.

23 Q. Sir. Sir, again, the Joint Venture Agreement
24 states that Mr. Idheileh's initial investment would be
25 \$750,000?

1 A. Yeah.

2 Q. Is there anywhere in that Joint Venture Agreement
3 or anywhere does it mentions what the initial investment of
4 United Corporation --

5 A. The initial investment was our collateral.

6 MS. VAZZANA: Hold on. He wants you to look
7 at the paper and say yes or no, is there anything in the
8 paper that says that?

9 A. No.

10 Q. (Mr. Adams) Okay. The Joint Venture Agreement
11 stated Mr. Idheileh will receive 33 percent of the profit and
12 pay 33 percent of the net loss.

13 A. Uh-huh.

14 Q. Does the Joint Venture Agreement state what the
15 percentage of net profits and loss for United Corporation
16 would be?

17 A. No. That particular supermarket --

18 Q. Does the joint venture --

19 A. Excuse me. You want to talk to me or to my
20 cousin? You talking to me, you need the truth from me.

21 Q. Mr. Yusuf --

22 A. This contract mean St. Thomas store, St. Thomas
23 Plaza Extra store.

24 Q. That's what we're talking about, sir.

25 A. That's it.

1 Q. Does the Joint Venture Agreement --

2 A. Uh-huh.

3 Q. -- which you entered into with Mr. Idheileh --

4 A. Yeah.

5 Q. -- state what the net profit or percentage net
6 profit or loss would be for United Corporation?

7 A. Oh, no. Nobody could have printed that.

8 Q. But yet it states Mr. Idheileh will receive
9 33 percent of the net profit and 33 percent of the net loss,
10 does it not?

11 A. Yeah. But this contract is made to run
12 Plaza Extra in St. Thomas.

13 Q. Yes, sir. I agree that's the only thing that
14 we're concerned about.

15 A. This is the intention of this contract.

16 MS. VAZZANA: Right.

17 Q. (Mr. Adams) Agreed.

18 A. And he's entitled of 33 of the profit of that
19 business, and he is responsible for 33 percent of that loss.

20 Q. And that is what is stated in the agreement.

21 A. Yeah.

22 Q. But my question to you, sir, does the agreement
23 state what the percentage profit or the percentage loss for
24 United Corporation would be?

25 A. Yeah, it's matching him.

1 Q. Is it stated in this document?

2 A. No, no. In this it says 66 percent.

3 Q. Can you show that to me?

4 A. Someplace in there it's 66 percent, it say. And
5 if it doesn't say, everything is a hundred percent.

6 Everything is a hundred percent. Thirty-three percent is a
7 third. Even if it isn't mentioned, if he's responsible for
8 33 percent of the loss --

9 Q. Mr. Yusuf --

10 A. Excuse me. Let me finish. I have a turn to
11 talk.

12 -- and he is entitled to 33 percent of the
13 profit, --

14 MS. VAZZANA: Okay.

15 A. -- 33 percent of what?

16 Of 100 percent. So if it not mentioned here,
17 I don't know if it mentioned. You could read it and see.

18 MS. VAZZANA: No, it doesn't say.

19 THE WITNESS: Yeah. But it automatically
20 applies.

21 MS. VAZZANA: That's all you need to say, it
22 doesn't say it but --

23 THE WITNESS: It automatically applied.

24 MR. ADAMS: I lost my train of thought. One
25 minute please.

1 Q. Mr. Yusuf, can you state for the record, since
2 you were a party to this agreement and since this is an
3 agreement that was entered into between you, as a negotiator
4 for United Corporation, and Mr. Idheileh, can you state why
5 the initial investment for United Corporation was not
6 included in this agreement?

7 A. No, we couldn't include it because we --
8 United Corporation have an assets and have reputation and
9 already dealt with lending institute. We was not determining
10 exactly, exactly how much Plaza Extra in St. Thomas is going
11 to cost us.

12 Q. Now --

13 A. Excuse me.

14 Q. Now --

15 A. I told the gentleman, Pay the seven-fifty and I
16 will get whatever loan necessary to keep that store
17 operating.

18 Q. Now, Mr. Yusuf, was that statement that you told
19 to Mr. Idheileh included in the Joint Venture Agreement?

20 A. It's understood, but it's not included maybe.

21 Q. Now, you stated that it was understood that
22 66 percent would be United Corporation's share?

23 A. For me and my partner.

24 Q. United Corporation's share?

25 A. And that meant --

1 Q. Now --

2 A. -- and that meant with the 100 percent knowledge
3 of Mr. Ahmed Idheileh.

4 Q. Now, sir, was that assumption, or as you state,
5 that's not included in this agreement, is it?

6 A. But it meant to.

7 Q. It was meant to, but it is not included.

8 A. It meant to. That's what count. This is just a
9 piece of paper. Trust me.

10 Q. Thank you very much, sir.

11 A. It is a piece of paper to show an agreement.

12 Q. Thank you very much, sir.

13 A. But it is not in detail.

14 Q. Thank you very much.

15 Mr. Yusuf, did there come a point, or a point
16 in time that Mr. Idheileh started to pay down on his
17 investment?

18 A. Excuse me?

19 Q. Did there come a point in time that Mr. Idheileh
20 started to pay down on his investment?

21 A. Yeah, he paid. He paid me two payment, I think.

22 MR. ADAMS: I have one of these that's
23 missing. I apologize. I'll have to get a copy for you.

24 MS. VAZZANA: Oh, our production to you? Our
25 production of documents?

1 MR. ADAMS: No. These are just -- my client
2 just gave them to me.

3 MS. VAZZANA: We need to see them before you
4 show it to him.

5 MR. ADAMS: Yeah.

6 And I will show first to your attorney and
7 then to you, sir, a copy of a bank receipt, deposit receipt
8 dated December 2nd, 1992 in the amount of \$52,960.

9 MS. VAZZANA: Do you want to mark that first
10 before you ask the question?

11 (Deposition Exhibit No. 1 was
12 marked for identification.)

13 Q. (Mr. Adams) Now, before I ask you a question on
14 the exhibit, Mr. Yusuf, at the time that you started
15 construction of Plaza Extra on St. Thomas, --

16 A. Uh-huh.

17 Q. -- was there an account open at any banking
18 institution for Plaza Extra St. Thomas on St. Thomas?

19 A. Well, it was opened, but I don't remember when.

20 Q. But would you say was the account opened during
21 the time or at the time you entered into the agreement with
22 Mr. Ahmad Idheileh?

23 A. Yeah, it was an account opened, but it --
24 signature was on it.

25 Q. Now, I show you what has been marked as plaintiff

1 Exhibit No. 1, and ask if you recognize that document?

2 A. I've seen it. It's a CoreStates deposit slip of
3 \$52,960 dated September 2nd, 1992.

4 Q. Now, do you recall if that represents the first
5 payment given to you by Mr. Idheileh?

6 A. I don't remember.

7 Q. Okay. And to whose account was this money
8 deposited?

9 A. Excuse me, sir?

10 Q. To whose account was this money deposited?

11 A. I don't remember whose account. The reason I say
12 I don't remember, because we have several accounts.

13 Q. Okay. Sir, if you can look at the deposit slip.

14 A. Oh, look at it closer? Okay.

15 It was deposited into United Corporation.

16 Q. And sir, it could be that this money may
17 represent money that was paid to you by Mr. Idheileh?

18 A. What I remember, sir, is Mr. Idheileh transfer
19 some money to me from Cayman Island, about four hundred and
20 change. That's, to my recollection, that's his first
21 payment.

22 Q. Okay. Okay. Going to have marked as Plaintiff's
23 Exhibit No. 2 another deposit slip.

24 A. Uh-huh.

25 Q. In the amount of --

1 A. 29,000.

2 Q. -- \$29,900, December 9, 1992, with the same I
3 think CoreStates Bank to the account of United Corporation.

4 (Deposition Exhibit No. 2 was
5 marked for identification.)

6 Q. (Mr. Adams) Does that reflect or refresh your
7 memory as to whether or not it represents a payment that was
8 made to you by Mr. Idheileh?

9 A. I already answered that question, sir. I told
10 you the first payment, as far as I'm concerned, to the best
11 of my ability and knowledge, I received it through a cable
12 from Cayman Islands. That's all I remember.

13 Q. Okay. Now, you said you also stated you recall
14 that it was two payments. That you -- you believe that
15 Mr. Idheileh paid you in two payments?

16 A. I don't even recall he pay me these payments. I
17 don't recall. I told you what I recall.

18 Q. Okay. Sir, I will show you what we will mark as
19 Plaintiff's Exhibit No. 3.

20 (Deposition Exhibit No. 3 was
21 marked for identification.)

22 A. Excuse me. Let me look at it.

23 Yeah, that's the one I remember.

24 Q. (Mr. Adams) Okay. Sir, so do you recall that
25 payment?

1 A. Yeah, I recall that.

2 Q. Where was that payment deposited, sir?

3 A. I have no idea. Let me see. It have to be in
4 one of our accounts.

5 Q. Would it be fair to say, sir, that you deposited
6 it into a Prudential-Bache account?

7 Would it be fair to say it may have been
8 deposited into a Prudential-Bache account?

9 A. I don't know. Could be.

10 Q. Do you recall at any time, sir, receiving payment
11 in the amount of \$164,845.27 from Mr. --

12 A. I don't recall all this. All I recall, sir, is I
13 received \$750,000 from Mr. Ahmed Idheileh. That's all I
14 could put my life into. No more, no less.

15 Q. Now, do you recall, sir, whether that payment of
16 \$164,000 was deposited into United Corporation's account?

17 A. I have no idea.

18 Q. I will show you what we'll mark as Plaintiff's
19 Exhibit No. 4.

20 (Deposition Exhibit No. 4 was
21 marked for identification.)

22 A. This is into Prudential-Bache.

23 Q. (Mr. Adams) Would that represent payment from
24 Mr. Idheileh?

25 A. Could be.

1 Q. Let me show you what will be marked as
2 Plaintiff's Exhibit No. 5.

3 (Deposition Exhibit No. 5 was
4 marked for identification.)

5 Q. (Mr. Adams) Do you recognize those checks, sir?

6 A. Yes.

7 Q. Do those two checks represent the total that was
8 included in Plaintiff's Exhibit No. 4?

9 A. Whatever they give, whatever this is -- yes.
10 Yes.

11 Q. Now, looking at Plaintiff's Exhibit No. 4, --

12 A. Uh-huh.

13 Q. -- in whose name is the account?

14 A. United Corporation.

15 Q. And what is the purpose of that account at
16 Prudential-Bache?

17 A. Stocks.

18 Q. At the time that you entered into the agreement
19 with Mr. Idheileh, did you at any time indicate to him that
20 his investments would be placed in the stock market?

21 A. He pays me --

22 Q. Sir, it's either a yes or no answer.

23 A. I don't recall. I maybe told him that. I maybe
24 told him that. Maybe yes, maybe no. He didn't give me the
25 money to walk with it in the street. I'm free to put it

1 anywhere, but I'm responsible for it.

2 Q. Mr. Yusuf, pursuant to the Joint Venture
3 Agreement --

4 A. Uh-huh.

5 Q. -- that you entered into with Mr. Idheileh, --

6 A. Yes.

7 Q. -- would you consider him to be a partner?

8 A. Yes.

9 Q. And as a partner, will he not have to be informed
10 as to the income or the investments of the partnership?

11 A. He was a partner.

12 Q. Yes or no, sir?

13 A. Excuse me. He was an active partner.

14 Q. Yes or no, sir? Will he not have to be informed
15 about the investments of the partnership?

16 A. It was not, if it's anything that was not
17 invested for me and him.

18 Q. Yes or no, sir. Would, as a full partner, would
19 he not have to be informed?

20 A. He was not my partner at that time in actual
21 work. He was my partner in paper. He was my partner on
22 paper until we finish Plaza Extra St. Thomas.

23 Q. Sir, this Joint Venture Agreement --

24 A. Uh-huh.

25 Q. -- was signed prior to construction at Plaza

1 Extra St. Thomas, was it not, sir?

2 A. I think it's -- let me look at the date.

3 Q. Is it before?

4 A. I think it was during, during construction.

5 See, I want you please to be aware I was not
6 responsible for the construction. The landlord --

7 Q. We're not talking about that, sir.

8 MS. VAZZANA: He just asked you the date.

9 A. I'll tell you. Hold on.

10 Ninety-two, about close to a year earlier
11 before the store opened.

12 Q. So it was during -- during the, would you say it
13 was during the construction period that you entered into this
14 agreement with Mr. Idheileh?

15 A. Yes.

16 Q. And at that time, pursuant to this agreement, was
17 he a partner with United Corporation in Plaza Extra
18 St. Thomas?

19 A. Yes.

20 Q. As a partner, was he not entitled to know about
21 the investments of the partnership?

22 A. The money he gave --

23 Q. Yes or no, sir? Was he not entitled to know
24 about the investments of the partnership and where the
25 investments went?

1 A. It was not an investment for me and him. It was
2 a down payment until the store opened.

3 Q. Sir, I would direct your attention once again to
4 Paragraph 1 on Page 1 of the Joint Venture Agreement.

5 A. Yeah.

6 Q. Can you read that for me, sir?

7 A. Idheileh agrees to invest 750,000 in the
8 supermarket. This investment shall be paid to United at
9 least thirty days before the opening of the supermarket.
10 Interest shall not be earned or paid on this investment in
11 the supermarket at any time.

12 Q. Okay. Now, based on what you just read, --

13 A. Uh-huh.

14 Q. -- does this document state that Mr. Idheileh's
15 \$750,000 was a down payment, or an investment into the
16 supermarket?

17 A. Investment into the supermarket, and all the
18 investment he's exposed to.

19 Q. Okay. Now, I ask you once again, once he paid
20 his investment into the supermarket, into Plaza Extra, once
21 he paid you his investment, was he not entitled to know where
22 the money went?

23 A. No, he's not entitled to know, because it's
24 not he going to say. He know very well --

25 Q. No, sir.

1 A. -- his money is safe.

2 And this is not the only egg I have, my
3 friend.

4 Q. My question to you, sir --

5 So let me get back to Plaintiff's Exhibit
6 No. 4. Did you, to the best of your recollection, ever tell
7 Mr. Idheileh that his money was going to be invested into
8 Prudential-Bache?

9 A. Maybe I told him that. I could have. We could
10 have discussed it at the time.

11 Q. Was that discussed prior to the signing of this
12 agreement?

13 A. It could be. It could be. He gave me that money
14 conditioned to be a partner in the supermarket. I did not
15 receive that money under no any other condition what to do
16 with it.

17 Q. Okay. Then let me ask you this question, sir:
18 Then you're stating that once he paid his investment to
19 you, --

20 A. Uh-huh.

21 Q. -- he had no further say as to how that money was
22 to be used?

23 A. If it's the supermarket, I don't make a move
24 without consulting with my partner.

25 Q. No, that's not my question, sir. My question to

1 you is that after he paid his \$750,000, --

2 A. Uh-huh.

3 Q. -- is it your position that he had nothing
4 further to say about that money, or how it was to be used?

5 A. Sure he have to -- he have entitled to know where
6 his money went.

7 Q. That's what I've been asking, sir.

8 A. Uh-huh.

9 Q. That was just --

10 A. I wouldn't deny that, no.

11 Q. Then, again, to the best of your recollection,
12 was he aware that his \$750,000 was going to be used in the
13 stock market?

14 A. Maybe we discussed it, you know. It was not done
15 secretly. I mean we were friend. We could have discussed
16 it.

17 Q. Was it a part -- was it a part of your agreement
18 in your agreement at the time that you were negotiating, was
19 it discussed at that point?

20 A. The agreement?

21 Q. Was it discussed at that point what his \$750,000
22 was to be used for?

23 A. I'm not sure. I'm sure maybe we discussed it.
24 Maybe we discussed. I cannot answer this yes or no, because
25 if I do something, I don't do anything in hiding.

1 Q. Now, sir, did there come a time that -- or did
2 you secure any type of financing to assist with the
3 construction of Plaza Extra St. Thomas?

4 A. Yeah, I secured financing I think in June.

5 Q. And do you recall what the amount -- the amount
6 of that financing was?

7 A. I think it was about -- I'm not too sure exactly.
8 Could be five or five-and-a-half million.

9 Q. Okay, sir --

10 A. But around that neighborhood.

11 Q. And that loan was made out to whom?

12 A. To United Corporation.

13 Q. Was that loan made prior to or after the joint --
14 the signing of the joint venture?

15 A. After.

16 Q. After the signing of the joint venture?

17 A. Yes, sir.

18 Q. Did you consult with Mr. Idheileh about the
19 securing of this loan?

20 A. Repeat the question please.

21 Q. Did you consult with Mr. Idheileh about the
22 securing of this loan.

23 A. The sharing of that loan?

24 Q. The securing. Did you consult with him that
25 United Corporation would receive this loan for --

1 A. Yeah.

2 Q. -- Plaza Extra St. Thomas?

3 A. Yeah, he's aware of that.

4 Q. Was that United Corporation's initial investment
5 into Plaza Extra St. Thomas?

6 A. Yes.

7 Q. And --

8 A. And go back a little bit. I think we have a lot
9 more investment before the loan. I think we invested maybe a
10 million dollars before we get the loan, you know.

11 Q. Okay. Now --

12 A. At least, I would say at least a million dollars
13 before we get the loan.

14 Q. Was Mr. Idheileh aware of that?

15 A. Excuse me?

16 Q. Was Mr. Idheileh, as a partner in the joint
17 venture, aware of that investment?

18 A. Yeah, he's aware.

19 Q. Now, once you secured the loan, was the loan used
20 to pay -- to assist in the payment for inventory as well as
21 equipment and merchandise for the store?

22 A. Yes.

23 Q. Was any of that money used or placed into the
24 Prudential-Bache account?

25 A. Maybe. Because maybe I lend St. Thomas store all

1 of my money. See, the deal between me and Mr. Idheileh is he
2 put seven-fifty, and I secure the necessary loan, and we run
3 the store and all of us pays the interest. Now, way before I
4 get the loan, I already pay three-fifty to the landlord to
5 give me additional 10,000 square foot free of rent, and this
6 has got to be before June. And I put deposit on all the
7 necessary equipment way before I get the loan.

8 Naturally, I must have spent a lot more than
9 seven-fifty, so if I send a two thousand two, thousand four,
10 I don't remember. He was aware of all the books.

11 Q. Now, is this --

12 A. Excuse me now. And any excess of the seven-fifty
13 I know in St. Thomas owes Mr. Idheileh to go in seven-fifty,
14 but I'm entitled to get back anything that I invested before
15 the loan anything in excess of the seven-fifty.

16 Q. Now, was there any written agreement to that
17 effect?

18 A. We have no written. We have understanding, but
19 no written agreement.

20 Q. No written agreement to that effect?

21 A. No.

22 Q. Is there any documentation to show your initial
23 investment?

24 Let me ask for point of clarification, was it
25 your personal investment or United Corporation's?

1 A. United Corporation investment in my behalf and my
2 partner behalf.

3 Q. No, sir. I'm asking was the money that you state
4 that may have been initially invested somewhere in the
5 neighborhood of a million dollars, --

6 A. Maybe more.

7 Q. -- maybe more, was that money invested by you
8 personally or was it invested by United Corporation?

9 A. By United Corporation.

10 Q. Was there any agreement between
11 United Corporation and Mr. Idheileh that there would be some
12 sort of repayment for that money?

13 A. There's no such an agreement, no.

14 Q. Okay, sir. Now, I direct your attention to your
15 affidavit. You state that on Paragraph No. 10 --

16 A. Uh-huh.

17 Q. -- on Paragraph No. 10, and I would have that
18 marked as 6, under the Joint Venture Agreement Mr. Idheileh
19 was responsible, among others, hiring all employees, writing
20 all checks, counting all money, general supervision of all
21 employees and stocking the store?

22 (Deposition Exhibit No. 6 was
23 marked for identification.)

24 A. Yes.

25 Q. (Mr. Adams) Did there come a time that

1 Mr. Idheileh's responsibility as far as stated in Paragraph
2 10 was taken away from him?

3 A. Never.

4 Q. Did there come a time that Mr. Wally Hamed was
5 given the authority to hire all employees?

6 A. It could have been. It could be we discussed
7 with everybody approval.

8 Q. And when you say everybody's approval, who are
9 you talking about?

10 A. Mr. Idheileh, myself and Wally.

11 Q. Did there come a time that the general
12 supervision of all the employees shifted from Mr. Idheileh to
13 Mr. Wally Hamed?

14 A. Mr. Idheileh was highly, highly respected during
15 our partnership. We have never take any authority from him
16 without his approval.

17 Q. Now, did there come a time that you indicated to
18 Mr. Idheileh that Wally was a partner in the St. Thomas
19 store?

20 A. Repeat the question please.

21 Q. Did there come a time that you indicated to
22 Mr. Idheileh that Wally was going to be a partner in the
23 St. Thomas store?

24 A. Wally father partner in Plaza Extra since 1984.
25 Mr. Idheileh, I swear to that, he's aware of that

1 100 percent. I don't have to tell him because he's already
2 aware of that.

3 Q. But is that stated in the Joint Venture
4 Agreement?

5 A. Excuse me?

6 Q. Is that stated in the Joint --

7 A. I could no way signed this with Mr. Idheileh
8 without Wally and his father approval. I already stated
9 that.

10 Q. And again, I'm going to ask you, sir, --

11 A. Sure, no problem.

12 Q. -- does Wally's name or his father appear on that
13 Joint Venture Agreement?

14 A. No, sir.

15 MS. VAZZANA: Objection. Asked and answered
16 about twenty minutes ago.

17 (Discussion held off the record.)

18 (Deposition Exhibit No. 7 was
19 marked for identification.)

20 MR. ADAMS: Okay. Back on the record.

21 Q. Sir, did you -- did Mr. Idheileh agree to Wally's
22 presence in Plaza Extra St. Thomas?

23 A. Yes, sir.

24 Q. He agreed?

25 A. Yes, sir.

1 Q. And what was Wally's responsibilities? What was
2 his duties?

3 A. It wasn't no -- it was no specific responsibility
4 to any one of us. We was working together as a team.
5 Wherever you could fit, go.

6 Q. So you did not tell Wally or give Wally any
7 indication as to what he would or would not be responsible
8 for in Plaza Extra St. Thomas?

9 A. Sir, we do not operate like a big, big
10 corporation, you know. We operate as a friend. If he can
11 off-load the trailer and he feel good, he will off-load it.
12 And if he's tired and sleepy, he can go and sleep. That's no
13 problem.

14 Q. Now, did there come a time that your relationship
15 with Mr. Idheileh started to deteriorate?

16 A. Yes.

17 Q. And what was the basis for that deterioration?

18 A. Taking me to court after I'd already paid him off
19 for his shares. But never before that.

20 Q. No, I'm talking about during the time that you
21 were in joint venture together.

22 A. No, no, no. We always was working very friendly
23 to the best interest of the store.

24 Q. So there was no point during that time that you
25 would say that there were disagreements between you and

1 Mr. Idheileh?

2 A. Yeah, we have our disagreements, but it wasn't
3 disagreement in what to do things. It's about he say his
4 idea, I say my idea, I go along with this or he oppose it
5 just like any other partners.

6 Q. Did there come a time that you indicated to him
7 that the store was losing money?

8 A. Excuse me, sir?

9 Q. Did there come a point in time that you indicated
10 to Mr. Idheileh that the store was losing money?

11 A. I didn't understand it. Slowly please.

12 Q. I forgot.

13 Did there come a point in time that you
14 indicated to Mr. Idheileh that the store was losing money?

15 A. Oh, yes, several time.

16 Q. Did you show him any proof that the store was
17 losing money?

18 A. Several time.

19 Q. And what was that proof?

20 A. Proof at that time, sir, that Mr. Idheileh was
21 the manager and he was in charge of the money. From the time
22 the store opened until the time Mr. Idheileh left, I have not
23 touched Plaza Extra money. And he aware of the sale. Our
24 sale from the time we open up, we open up, I think -- I don't
25 remember the numbers really -- but I know we end up with

1 235,000 a week. Now, Mr. Idheileh used to ask me questions,
2 Business bad, and now is the middle of the season.

3 Q. I don't understand. I didn't understand that.

4 A. Business is bad.

5 Q. Uh-huh.

6 A. And now is the middle of the season.

7 Q. Uh-huh.

8 A. We're not aware of what season is, but we been
9 told in St. Thomas, because none of us ever lived in
10 St. Thomas before 1993, but we understand from everybody the
11 season in St. Thomas I think is October 15 till May 15.

12 Q. Uh-huh.

13 A. And it happened that Plaza Extra opened up
14 October 28th, so we opened right in the middle of the season.

15 Q. Uh-huh.

16 A. And we all we was wondering, What can we do? Our
17 sale went down every week. It's going down, going down,
18 going down until the time he left, if I recall, I believe
19 it's around 235,000 in sale per week.

20 Q. So now you're stating -- let me, because I'm
21 trying to understand what you said -- that you first started
22 out with sales of how much?

23 A. He's the one to answer the sale. He was in
24 charge of all the numbers.

25 Q. Did you -- was he your accountant?

1 A. No, he was my partner, and he was in charge of
2 the money part of it.

3 Q. Where in the Joint Venture Agreement will it
4 state that he was in charge of the money?

5 A. He choose to accept that, because we was there in
6 St. Thomas a partner, we have a lot of money invested, and we
7 was, myself and Wally, was giving Mr. Idheileh a hand.

8 Q. Okay. So Mr. Idheileh was responsible for
9 keeping the books then?

10 A. Yes.

11 Q. So if Mr. Idheileh was responsible for keeping
12 the books, then how could you reach to the assumption that
13 the store was losing money?

14 A. Sir, he keep the books, but the numbers of sale
15 is known to all of us every single night. We clear our
16 system every Sunday.

17 Q. Uh-huh.

18 A. Supermarket industries, they don't look at days,
19 a daily sale, because it goes up and down during the week.
20 They normally go on a full week. And my recollection, our
21 sale was getting shorter and shorter and shorter, two
22 thirty-five. Now, we all know this is the sale.

23 Now, Mr. Idheileh used to come to me over and
24 over, and we always said that the store is losing money.

25 Q. Now, would that be --

1 A. Excuse me. I want to finish.

2 Mr. Idheileh asked me many time, Show me how
3 we losing money. I happened to know this not by accident. I
4 know this from experience.

5 Q. Now, sir, would it be unusual for a store that
6 just opened to go through a period like this?

7 A. No, this is normal.

8 Q. So it's normal.

9 A. Yeah. May I?

10 Q. So now what you're saying, it's normal --

11 A. May I explain this? Supermarket is a habit, sir.
12 Supermarket shopping is a habit. The customer know the store
13 almost -- almost as much as the owner. And it's not easy for
14 me to come in between Cost-U-Less, Pueblo and Kmart and
15 switch the people habit from their to me. They don't know
16 where the salt is, they don't know where the oil is, they
17 don't know where the bread is.

18 It takes time, time and effort on our part to
19 advertise, to sell very cheap, to be very kind to the
20 customer, to bring them to become the store customer slowly.

21 Q. So, Mr. Yusuf, you will say that it was not
22 unusual.

23 A. No, it's normal.

24 Q. So it's normal.

25 A. Yeah.

1 Q. Okay. Thank you, sir.

2 Did there come a time that the dispute between
3 you, or the disagreements between you and Mr. Idheileh had to
4 be resolved before a panel of wise men?

5 A. Yeah.

6 Q. Did you state to them at that time that the store
7 was losing money?

8 A. Yes.

9 Q. Did Mr. Idheileh, prior to that, or on that
10 evening, inform you that he wanted to get out of the
11 business?

12 A. May I comment on this?

13 Q. Yes or no, sir. Did he tell you he wanted to get
14 out of the business?

15 A. Yes.

16 Q. Did he state why?

17 A. He hates Wally. He hate Wally. And I used to
18 beg him, Tell me what's wrong with Wally? Wally's working
19 for you, he's not charging you for anything. He's a young
20 man. Why? I was asking him the question, Why?

21 Q. Now, was there a resolution reached after that
22 meeting?

23 A. Which meeting, sir?

24 Q. With the panel of wise men at Sea-Mart?

25 A. No, you see --

1 Q. Did the panel of wise men come up with a
2 resolution?

3 A. Let me answer what caused us to be there. I
4 think this is very, very important. It's what caused us to
5 be in front of the wise men. I want to be permitted to
6 explain it.

7 You see, Mr. Idheileh, he asked me my opinion,
8 how much I think the supermarket in St. Croix -- I mean
9 Plaza Extra in St. Thomas will do business. I give him,
10 honest to God, to the best of my ability, an estimate. And I
11 say, We'll push the work. Hopefully we'll do more.

12 But Mr. Idheileh, you know, when I'm in
13 St. Croix, we're talking about St. Thomas, I can't guarantee
14 you anything. So we went, while we already committed to the
15 lease, the man has become my partner, Cost-U-Less came in.
16 None of us was aware of Cost-U-Less is coming into
17 St. Thomas. None. It came in all of a sudden. In no time
18 he open up. And the people was very, very crowded there.
19 And the store existing there next door, almost next door to
20 Cost-U-Less, which is Pueblo, since the sixties in
21 St. Thomas, I understand from Mr. Idheileh that Pueblo's not
22 doing any good. Cost-U-Less is taking all the business. I
23 says, Well, we'll see what we can do. We're going to try to
24 see how we can face this guy.

25 And before the store opened, the man hated

1 Wally. Hated Wally. I investigated very toughly, very hard
2 to find why, to show me why, until one day he tell me he's
3 not my partner in the paper. I say, Oh, Wally be your
4 friend. If you don't want him because he's not in the paper,
5 I will make Wally leave.

6 Q. Did there come a time that Wally left the store?

7 A. He left, yes.

8 Excuse me. I begged the man, Mr. Idheileh, I
9 begged him many time not to kick Wally out just because he's
10 not in the paper. Come on, Mr. Idheileh, he's our partner.
11 He say, I don't want him.

12 Q. But --

13 A. Excuse me.

14 Q. But I mean let's move on, Mr. Yusuf.

15 A. But I'm moving on. I'm explaining how I could
16 reach the wise men.

17 Q. Talking about --

18 A. Excuse me. No, no, no. When the gentleman tell
19 me, I don't wanted Wally because he's not in the contract, I
20 want to cut it short, be peaceful with the man. I tell Wally
21 go. But I told Mr. Idheileh, Wally leave, according to our
22 agreement I'm not supposed to work for you for nothing. If
23 Wally leave, Wally is my right hand. If he leave, I will
24 leave.

25 Q. Now --

1 A. Excuse me. Now, we left.

2 Q. Mr. --

3 MS. VAZZANA: I'll give you the opportunity to
4 explain that --

5 THE WITNESS: Okay.

6 MS. VAZZANA: -- but you got to wait for me.

7 Q. (Mr. Adams) Now, Mr. Yusuf, did you suggest to
8 or tell Mr. Idheileh that Wally would oversee all the books
9 as a representative of Plaza Extra?

10 A. Sir --

11 Q. Yes or no?

12 A. No.

13 Q. Did there come a time that Waheed, Wally's
14 brother, moved over to St. Thomas?

15 A. Yes.

16 Q. And what was Waheed's responsibility?

17 THE REPORTER: Waheed? How do you spell that?

18 THE WITNESS: Willy. We call him willy.

19 MS. VAZZANA: W-A-H-E-E-D.

20 Q. (Mr. Adams) What was Waheed's responsibility?

21 A. Waheed, his responsibility, sir, was a front-end
22 manager. The front-end manager duty is make sure that the
23 cashier is running smooth; any void, he issue the void; he
24 make sure that the bagger go to the parking lot and come
25 back. It's front-end supervisor.

1 Q. Okay. Did there come a point in time that
2 Plaza Extra St. Croix started to place orders for Plaza Extra
3 St. Thomas without Mr. Idheileh's consent?

4 A. No. No, to -- no, with explanation if you want
5 it.

6 There was no Plaza Extra St. Croix. At the
7 time that we opened St. Thomas Plaza Extra, Plaza Extra
8 St. Croix was not existing. It was under fire and we were
9 rebuilding it to reopen it.

10 Q. Okay. Sir, now, let's get back to the Joint
11 Venture Agreement for a moment.

12 In the Joint Venture Agreement it states that
13 Mr. Idheileh would receive a fee or a salary of \$25,000 per
14 year.

15 A. That's right.

16 Q. Did he receive that money?

17 A. No.

18 Q. Why not?

19 A. Why not? When we signed that agreement, we come
20 to an agreement, I was fully aware that the store was away
21 about a year from the opening. Eight, nine months, could be
22 a year. And the man have a family, he have responsibility,
23 and at that time I figure out he should be compensated. You
24 can't go and establish a business if he waiting for a
25 business to open, and this kind of man cannot go and work for

1 five dollars an hour. We have to pay him to compensate him,
2 until the store is open, half of his salary. And that's why
3 I even offered it to him.

4 But unfortunate, after we sign the agreement,
5 the man says, Mr. Yusuf, when we open up Plaza Extra, you
6 know, we all going to be busy and tired. I don't remember if
7 he told me I want to take my children and wife home, or I
8 want to go and see my family for a week or two weeks. I
9 said, I have no use for you. If you wish to go home, back
10 home, I wish you good luck. You know? That he can prepare
11 himself back when the store is open.

12 But what I learned, unfortunate, that he went
13 and instead of taking care of the wife back home and the
14 children, what I heard from friends, that he divorced that
15 lady and he met another lady. And he did not come back to
16 St. Thomas, to St. Croix or St. Thomas for the -- for four
17 months.

18 So how you expect me to pay somebody, he was
19 not working, he was not even engaged in the business?

20 Q. Now -- now -- now, Mr. Yusuf?

21 A. Yes, sir.

22 Q. The contract, the agreement states that from the
23 date of signing of this agreement to the date the supermarket
24 opens, United will pay to Idheileh a fee of \$25,000 per year.

25 A. Yeah.

1 Q. Okay? Upon his return to St. Thomas, was he paid
2 that?

3 A. No. And I could explain more, beside he was not
4 in the area, you see, I put all my time with no pay. I
5 bought all the equipment, negotiation with the landlord. He
6 could see everything that the store needed, I was working in
7 St. Croix, me and Wally concluded the loan package, and not
8 only two of us. My son, I have to send him from St. Croix to
9 put a mezzanine of 8,400 square feet. My son did not charge
10 a penny.

11 So it was known at any given time we have any
12 misunderstanding, he know very well he don't deserve it. He
13 never ask for it. Because if he asked for it, then he have
14 to end up paying my son.

15 Q. No, my question to you, sir, my question to
16 you --

17 A. Yes, sir.

18 Q. -- was upon his return to St. Thomas and his
19 involvement with the store on St. Thomas, was he paid?

20 A. I don't recall, honestly. Because his name I
21 believe was on the account. I honestly don't recall.

22 Q. Do you recall whether he signed for his own
23 paycheck?

24 A. He was authorized to do it.

25 Q. Did you at any time sign his paycheck?

1 A. Yeah, I did sign it. Several time.

2 Q. Now, there came a point that there was a meeting
3 on St. Thomas with you, Mr. Abdel Suid, Ali and Mahmud
4 Idheileh, Mr. Ahmad Idheileh, and I think there was someone
5 else. I can't recall.

6 A. Sam Yusuf.

7 Q. Sam Yusuf.

8 What was the purpose of that meeting?

9 A. The purpose of that meeting, sir, is the man just
10 don't want to work with us. He just simply don't want to
11 work with us. And we trying to find out how can we separate
12 from each other respectfully and peacefully.

13 Q. Now, did you at any time tell Mr. Idheileh or
14 threaten Mr. Idheileh that you would destroy him?

15 A. Sir, I am not that type of person but sometime if
16 I ever say that, it will be in answer to a threat from him.
17 I will never start the badness. Never.

18 Q. Did there, at any time, did you at any time tell
19 suppliers that -- let me strike that.

20 Did you at any time tell the employees that
21 Mr. Idheileh was no longer in charge of the store and that he
22 did not have any authority within the store?

23 A. I don't think I will ever do that. I don't think
24 I would ever say that. I don't think so. Maybe I said it
25 after he left, after he sold.

1 Q. Did you at any time inform suppliers that
2 Mr. Idheileh did not have any authority to sign on behalf of
3 Plaza Extra St. Thomas for merchandise?

4 A. Never.

5 Q. Now, getting back to the meeting at Plaza Extra,
6 what was the agreement that was reached?

7 A. The agreement was reached that the man, because
8 the store was losing money, he was -- he don't see that the
9 store could be turned around, even though we was always
10 encouraging him to be patient. I could tell you very highly
11 about me, I'm positive of that. Just be patient,
12 Mr. Idheileh. We working on the store to turn it around. We
13 were not expecting Cost-U-Less to open up, and just be
14 patient.

15 And the man just insisted he want to go out.
16 And I didn't even have money to pay him.

17 Q. And was it agreed that Mr. Idheileh would sell
18 his shares to Mr. Abdel Suid?

19 A. Sir, no.

20 Q. So it was not agreed that Mr. Idheileh would sell
21 his share to Mr. Suid?

22 A. No, sir. May I clear this point? Mr. Suid is a
23 very religious person. Very, very religious person. And he
24 will never have his name as an owner or part owner in any
25 business whatsoever that sells liquor and pork. And -- but I

1 recall that this gentleman, Mr. Idheileh, keep saying he
2 don't want to be with us, he don't want to be with us, he
3 don't want to be with us.

4 They came to a conclusion, and I keep saying I
5 don't need to buy him, I don't need to buy a losing business,
6 because I know the business is losing. I pay one-third of
7 the loss, better than 50 percent of the loss. And then they
8 suggested if we can live together, why didn't he go and let
9 Mr. Suid take -- look after Mr. Idheileh's interest? They
10 asked me if I have any objection. I told them I have no
11 objection. If he want to leave, leave somebody in charge of
12 his interest, I don't have no objection.

13 Q. So it was agreed then that Mr. Suid would have,
14 or that -- excuse me, let me rephrase the question.

15 It was agreed then Mr. Idheileh's interest
16 would have transferred to Mr. Suid?

17 A. Not transferred, sir. The man was no way you
18 could put any liquor store in his name. He's very religious.

19 Q. So your -- then you will say that Mr. Suid in his
20 deposition was inaccurate when he said that?

21 MS. VAZZANA: Can we have an off-the-record
22 quickly?

23 (Discussion held off the record.)

24 MR. ADAMS: Back on the record.

25 Q. So but there was some agreement that Mr. Suid

1 would have --

2 A. Yeah.

3 Q. -- on paper?

4 A. No, it was not on paper, no.

5 Q. Okay.

6 A. It was not on paper. It was hopefully we could
7 come to an agreement. It's one of the ideas that is being
8 offered to me. I don't want to buy him out. He can either
9 wait until we turn the store around, or we sell it.

10 Q. Okay. Who is Joe Jaber?

11 A. Joe Jaber is a friend of ours. He's in the real
12 estate business and he lives on St. Croix.

13 Q. Did you at any time send Mr. Jaber to buy
14 Mr. Idheileh's shares, to purchase Mr. Idheileh's shares in
15 Plaza Extra?

16 A. No, I have never sent him personally.

17 Q. Do you know if Mr. Jaber went and approached
18 Mr. Idheileh about selling his shares in Plaza Extra?

19 A. Yes, I'm aware of that.

20 Q. Did Mr. Jaber inform you he was going to do that
21 before he went, or was there any discussion?

22 A. It could a be. It could a be.

23 Q. So you're saying there have been discussions?

24 A. It could be.

25 MR. ADAMS: No further questions at this time.

CROSS-EXAMINATION

BY MS. VAZZANA:

Q. Okay. I have just a few for clarification,
Mr. Yusuf.

Mr. Yusuf, as part of your relationship with
Mr. Idheileh, did you have any involvement in his getting out
of Sea-Mart?

A. Yes.

Q. What was your role?

A. What I know is, as I stated in the past,
Mr. Idheileh is a number one putting words together. And he
used to go to me, you know, as a friend to the store and he
was a partner I think with four people in Sea-Mart, and he
keep coming to me and complaining about Mr. Naem Suid and
tell me what's going on in Sea-Mart, as a friendly
discussion. And he keep telling me, I afraid one of these
days I shoot that guy, or that guy shoot me.

So Mr. Idheileh language have moved me to
interfere, because both of them is my friend. You know, I
have business to run. I really don't have no time to know
people news, but my interest was since he was going to be
telling me all the time, I said no, no, no, I don't want to
see no bloodshed. If I go, I'm going to find a solution for
the partnership. Some of the partner left already, and he
was left I think with Mr. Suid, the owner, the one who took

1 it, and him. They put me as a referee.

2 See, back home our custom, if they put you as
3 a referee, of course they evaluate the person who they want
4 to put and that referee will say two things. Either he take
5 the responsibility to enforce it, or he say I'm only going to
6 say my opinion, and it's up to you guys to approve it or not.

7 So I did not want to enforce anything. I
8 went, everybody tell me his story. So finally took us a
9 meeting about three, four hours.

10 Finally they sold. Mr. Idheileh used to tell
11 me over and over and over, he have to get out of that
12 business because Kmart is coming in Williams Delight. You
13 know? But that doesn't bother me. This is an economic
14 issue. I'm not interfering with somebody because of an
15 economic issue, because he don't want to lose money in
16 Sea-Mart. I interfere in the issue because I see a bloodshed
17 issue based on his statement.

18 I went in there, I said, Look, gentlemen, you
19 get together friendly, leave friendly. Okay? Finally
20 Mr. Naem Suid sold his share to the owner, Hassan Rahman, and
21 this gentleman, Mr. Idheileh, sold his share to Hassan
22 Rahman. And when they did the sale, none of us look at any
23 book whatsoever. It just, you look at the store, everybody
24 says his story, I went around and look at the store to see if
25 somebody, when they come up with this story, when they say

1 come and see what we have, so it's my duty to take a look
2 that I could. Finally, we get them together to settle
3 friendly, and they left. They left.

4 Unfortunately, the buyer went bankrupt. And I
5 understand I was told, I can't guarantee that, that the owner
6 who bought Sea-Mart still owes him money, \$40,000. That's
7 what I was told. But I can't sign to it.

8 Q. Well --

9 A. With our case, it was the same thing. The man is
10 leaving. Now, when we used to negotiate with each other, I
11 used to tell Mr. Idheileh, Look, do me a favor. What you did
12 in Sea-Mart, you're not going to do it in Plaza.

13 Q. What do you mean by that?

14 A. I don't want you out. I want you to stay with me
15 to help me, to help me in this. At least then if I lose
16 50 percent, I will only lose 33. Why should I lose
17 17 percent more? Because if we making money, not even United
18 States can move this gentleman out of that store, because he
19 have the right.

20 And this man will, I'm saying plain, he's very
21 intelligent. He is not going to -- he is not going to accept
22 an apple and leave. If he know there's a juice in Plaza
23 Extra, that man is not leaving.

24 But I bought it, I bought it because I respect
25 him, and I respect his two brothers. And I was able to

1 convince my partner's son, Look, we got \$6 million in this
2 store. This man, we come to an agreement --

3 Q. We're talking about Sea-Mart.

4 A. Okay.

5 Q. So in Sea-Mart, when you negotiated that
6 transaction that Mr. Idheileh would be able to be out of
7 Sea-Mart, --

8 A. Yes.

9 Q. -- was that based upon the books or just on a
10 hand shake?

11 A. There was no book whatsoever. Based on their
12 conversation.

13 Q. Okay. Okay. You were asked by Attorney Adams,
14 when it says United Corporation in this Joint Venture
15 Agreement, in talking about Plaza Extra, talking about the
16 supermarket on St. Thomas, who owned or who was partners in
17 United Corporation Plaza Extra at the time before you entered
18 into that Joint Venture Agreement?

19 A. It's always, since 1984, Mohammed Hamed.

20 Q. Okay. So when it says United Corporation --

21 A. It's really meant me and Mr. Mohammed Hamed.

22 Q. Okay.

23 A. Mr. Idheileh is well aware of that.

24 Q. Okay. Well, we're talking now Plaza Extra
25 St. Thomas. Who was responsible for hiring employees?

1 A. See, really, we left all the hiring to him.

2 Q. And who set the wages?

3 A. I advise him. He was thinking of giving big
4 money. I say, Mr. Idheileh, you going to end up with about
5 150, 160 employees. Do not give anybody whatsoever above the
6 minimum. Don't. Because if you do, you's in big trouble. I
7 told him plain, what put Grand Union out of business is the
8 high wages. I advise him.

9 But he did all the hiring. What I do is, a
10 good employee, I give them overtime. They end up making like
11 7.75 an hour. This is our policy. I don't wish to discuss
12 it.

13 Anyhow, but I advise him and I explained to
14 him, You'll put yourself in big trouble if you start to put
15 seven and eight dollars an hour.

16 Q. What was Mr. Idheileh's position at Plaza
17 St. Thomas?

18 A. Mr. Idheileh position was the general manager of
19 Plaza Extra St. Thomas.

20 Q. And did he have a special office in Plaza Extra?

21 A. Yes, he have a special office.

22 Q. Did anybody else?

23 A. No, he have a special office and a special
24 secretary. No one else have a private office that where you
25 have to knock the door to enter except Mr. Ahmed Idheileh.

1 Q. Who kept the books?

2 A. Excuse me?

3 Q. Who kept the books at Plaza Extra St. Thomas?

4 A. Mr. Idheileh kept the cash part of it, but my
5 policy is if you have a partner, do not lock anything. If
6 you work with a book, leave your book on the table. Don't
7 let your partner become suspicious of you.

8 So if I'm holding the book or you holding the
9 book, it really doesn't matter because the other partner have
10 100 percent access to it.

11 Q. Who was in charge of cash at night, counting the
12 cash at night?

13 A. Excuse me?

14 Q. Who was in charge of counting the cash at night?

15 A. Who was in charge of counting? The system of the
16 cash is customer dispense the money to the cashier, the
17 cashiers -- excuse me. I want to start.

18 The cashier would have certain amount of money
19 daily, fifty dollars, sixty dollars. She signs for that.
20 When she takes it, she have a void form, she go to her cash
21 register. Whatever she sell, she close her cash. After she
22 finish, she close her cash register, and she have to go and
23 check it with the receiving supervisor. Not work supervisor,
24 the people that receive the money.

25 And that cashier, if she's short, she'll be

1 penalized, and if she's over she'll be penalized. She have
2 to come up within reasonable. We all are human being, we all
3 make mistakes. If she does it very often, she will be write
4 up and gone.

5 Now, that money, somebody receive it from the
6 cashier, put it individual envelope, and goes up to his
7 department where it goes into the two guys that work under
8 his immediate supervision. Because if some money short, I'm
9 not going and check with the guys. I'm going to check with
10 the guy who's in charge.

11 So the policy with us, if something goes wrong
12 downstairs, we must know the very second day. But even
13 though sometimes our relation was hot and cold, we have never
14 mistrust each other. You know, we have never questioned his
15 honesty money-wise.

16 Q. Okay. In the operation of Plaza St. Thomas, did
17 you provide a personal guaranty to any vendors?

18 A. I might have, yes.

19 Q. Did Mr. Idheileh?

20 A. No.

21 Q. Did you sign the loan for the bank loan that you
22 received?

23 A. Yes, I did sign and I put my property.

24 Q. Did Mr. Idheileh sign the loan?

25 A. No.

1 Q. Did he put up any property?

2 A. No.

3 Q. You were describing earlier when Attorney Adams
4 was asking you about how you arrived at the meeting of wise
5 men at Sea-Mart, when you were giving your explanation of
6 what led up to that --

7 A. Yes, I will glad, be glad to say that, because
8 this gentleman, I know him for many years, and he been
9 playing washing my brain for twenty years, until I get to
10 live with him. He's telling me, I hate Wally. I just don't
11 want Wally. You see, I always try to investigate, What's
12 wrong with Wally, Mr. Ahmad? He's our partner. The man is
13 not lazy. He don't even get paid.

14 Until I find what he driving at. The man was
15 building a case. I wasn't aware of it. He says, Hey, he's
16 not in the agreement with us, and I want him out. I beg him
17 that without Wally I can't work. He say, No, he have to
18 leave. I told Wally, Wally, buy a ticket for me and you.
19 The agreement with Mr. Idheileh is to run the store. Here's
20 the store. You want to drop us to the airport or you want us
21 to ask Willy to drop us to the airport? He say, No, I will
22 drop you to the airport.

23 He himself take us in his car to the airport,
24 and he said, When can we meet? I said, At your convenience.
25 Now, we suggested January 1st would be a proper date. Nobody

1 working, and we'll meet January 1st. And we shake hands,
2 bye-bye, bye-bye. So when we left, three days later he call
3 me and he says, Mr. Yusuf, we don't have no frozen food. I
4 say, Mr. Idheileh, you know where we get the frozen food
5 from. Go to the folder, find Waltkoch, and place your order.

6 MS. VAZZANA: That's Waltkoch,
7 W-A-L-T-K-O-C-H.

8 (Discussion held off the record.)

9 A. So I tell him, Go ahead and place an order. I
10 have nothing to do with it. You don't want me in the store,
11 you handle your own work. He place the order, and I think
12 the second day or the third day a phone call I receive from
13 Waltkoch Company. They want to talk to me. He tell me, Your
14 partner place an order. We'd like to discuss it with you.

15 The reason why he called me, I want to make
16 the point clear, that Waltkoch Company, they sell to me
17 freight is included in the product, CIF. It's not FOB. The
18 responsibility, he deliver it to the dock in St. Thomas or
19 St. Croix. The freight is not my responsibility. So
20 whenever we place an order, it's always the order is too much
21 or too small, Mr. Waltkoch, his office normally call us for
22 adjustment. They normally get the adjustment from me or from
23 Wally.

24 So when he asked to talk to me, I tell him --
25 he said, what you doing in St. Croix? I say, We get into

1 disagreement with my partner, and I'm no longer in the store.
2 And I am not going to adjust your order. You know, I told
3 him the story, The man kick Wally, and I have to leave.

4 So he says -- and I told him, You could go
5 ahead and ship. The store have, to my knowledge, at least
6 \$7 million investment. Your shipment is only 40,000. Go
7 ahead and ship. But I have nothing to do with it as a
8 person. He says, Okay.

9 Now, I would like to make it clear again that
10 Waltkoch does not represent more than one percent of
11 Plaza Extra supply item. Plaza Extra, I -- we're not talking
12 to the major supplier. If I mean to hurt Plaza Extra, which
13 is no way I'll do that because if I hurt Plaza Extra, I'll
14 hurt myself, I did not tell Coca-Cola not to ship. I did not
15 tell the milk people and bread people. And we have a major
16 supplier who give us 60 percent of what the store need
17 weekly. If I want to block Plaza Extra, I would have called
18 that supplier, who I guaranty my store loan with two property
19 of mine. Mr. Idheileh have nothing to do with it. I
20 guarantee 150-acre and 109-acre as a guarantee to back up
21 Plaza Extra, and still I did not tell them not to ship.

22 And Mr. Idheileh, if he was a capable manager,
23 he could have substituted what he want from Waltkoch from our
24 major supplier, because they sell the same product. He
25 maybe -- he maybe sell it for three to five percent higher.

1 It was not a major issue. And I don't create it, neither.

2 Q. Okay. At the meeting at Sea-Mart, who called
3 that meeting?

4 A. I believe he called for it. Because when
5 Sea-Mart -- by the way, when he took us to the airport, me
6 and Wally, we start to talk, and he start to complain. I
7 said, Why you complaining, Mr. Ahmed? All this it's you
8 create. You don't want us in the store, we'll leave. You're
9 the manager.

10 Then we set a date that he could see whoever
11 he want. I'm willing to go any place any time for a meeting.
12 He say, How about January 1st? I say it's fine with me.
13 Then a week later he call me and says, Mr. Yusuf, if we don't
14 have that meeting earlier, we're going to lose Plaza Extra.
15 The store is getting hurt.

16 I says, Mr. Idheileh, it's up to you. You
17 want to bring the meeting earlier, it's fine with me. And he
18 says, How about December 25th? I say, I have no objection to
19 see these people. I'm willing to come.

20 When we went to Sea-Mart, he says his story, I
21 said mine. They have never find me wrong. The only thing
22 that they -- one of the two guys -- is about twenty, twenty
23 people of the whole panel, but the referee was I think three
24 to five, they say, Buy him out. I say, No, no, no. He buy
25 me out if he want. I am in no position to buy this man out.

1 I'm in no position to buy a losing business. I'm begging
2 Mr. Idheileh, Be patient. We will turn the store around. If
3 he don't want to wait, what can I do?

4 Then Mr. Mohammed Hamed was there, he did not
5 say one single word. And we have about twenty people, and
6 Mr. Mohammed Hamed there just because he's involved, he's a
7 partner. And I know I do this in good faith with
8 Mr. Idheileh, not to trick Mr. Idheileh. And I kept
9 complaining to Mr. Idheileh, I can't buy you out. First, the
10 store is losing money. Second, I have no money. I can't
11 give you the milk money or the bread money, because I want to
12 replace the inventory.

13 Finally Mr. Suid voluntarily --

14 Q. No, no. We're talking about Sea-Mart.

15 A. Oh, okay.

16 Q. At that meeting --

17 A. Yes.

18 Q. -- of the wise men at Sea-Mart, did you demand
19 that Mr. Idheileh provide \$200,000 more of money?

20 A. Excuse me?

21 Q. Did you make Mr. Idheileh give more money if he
22 wanted to get that store operating?

23 A. We never need money. I have never say that. We
24 never needed money.

25 Q. Did Mr. Idheileh ever demand to see the books at

1 that meeting?

2 A. Excuse me?

3 Q. Did Mr. Idheileh demand to see the books of the
4 business?

5 A. He didn't demand, but he asked, and I show it to
6 him. And I left it many time on my desk. Up to now I don't
7 have lockers. I don't believe in that. If I use a locker
8 for my partner, I'm a thief. I leave my door open. Let my
9 partner have the opportunity to go through my record any
10 time, that's my philosophy, if I want to live with my
11 partner. And this is my philosophy.

12 Q. That was your philosophy while Mr. Idheileh was
13 there as well?

14 A. Same philosophy, and will never change. He might
15 think what happened to me with him, it might end up being a
16 lesson to me, but because of the nature of the human being, I
17 am ten times stronger to what he did to us. I'm not going to
18 change my habit.

19 Q. During that meeting of wise men, were you
20 threatening Mr. Yusuf to lose all his investment -- I mean
21 Mr. Idheileh to lose all of his investment?

22 A. I may be, but again, I would like to explain
23 myself again. I never, ever -- every Arab in St. Croix
24 especially will say, testify, I've never, ever put my
25 position in an aggressive position. I will never do that.

1 If the man tell me, Well, hey, I'm going to make you lose
2 \$6 million, you know, I say, No, no, no, no, make me lose \$6
3 million dollars? No, no. You put seven-fifty, and if you
4 owe me, I'll follow you for my difference, because you are
5 entitled to one-third of the profit and you are responsible
6 for one-third of the loss.

7 I could have answered something like that, but
8 based on a position from him. Believe me, I don't start
9 badness with people. But as a human being, I never panic. I
10 will never panic, I never coward, but my hand is short. I
11 don't bother people, but after all, I have all the right to
12 defend my interest.

13 Q. At the conclusion of the Sea-Mart meeting, did
14 you shake hands and go back to work out together to make a
15 profit? At the end of the Sea-Mart meeting did you shake
16 hands?

17 A. Yeah. The people was suggested that all of what
18 we say will never work. We can't find a buyer, I will never
19 buy him, he'll never buy me. The best solution is go back
20 and work together and upgrade the store, and then if we was
21 able to operate the store, the store can be marketed. It
22 will have a value.

23 And they advised Mr. Idheileh to have me have
24 the final word, after consultation. I know I'm not in an
25 army, I'm dealing with a partner. An army you give orders.

1 With a partner you sit down and discuss things, and exactly
2 what I was doing with Mr. Idheileh; sit down and discuss
3 things. I was not pushing orders. That's not my style.

4 How can I live with him in peace if I keep
5 harassing him? I want to live with him in peace.

6 Q. Did there come a time when you decided to try to
7 go find a buyer for Plaza Extra St. Thomas?

8 A. We always, everybody knows there's a buyer. One
9 time Pueblo come, Pueblo president walk into my store and I
10 offer him the store. I told him plain out, I told him I come
11 to St. Thomas to make money, but it seems to me I'm not
12 making no money. I came up with that statement because I
13 cannot fool a chairman, a president over a company that's
14 fifty-two stores. From the time he look at my store, he
15 could see. He could grade my store to what level it is.

16 So I have no choice but to come to the man
17 with the truth, because money does not concern me. What
18 concern me, if you find me a liar. And I'm not going to lie
19 to the president of Pueblo. I told him perfect, everything.
20 I told him, Why didn't you buy me out? I think if I was you,
21 you will buy me out, you will rent Four Winds to a furniture
22 store, and you will eliminate competition.

23 The man was drinking coffee with me. The man
24 laugh, watch me and laugh, and says, We'll buy you out later.
25 We'll buy you out later. His intention to me is when it goes

1 to the marshal, he'll pick it up. And he left. I tell him,
2 Sir, I remember mentioning the man name, I says, Look, you
3 see how my pants is dropping off and my shirt is coming out
4 of my pants? I promise you as a man, I either put you to
5 break even in both island, or make you lose money. I know
6 you underestimate me now. Fine.

7 Because he, as a businessman, as the president
8 of a company, to tell me I buy you out later is an insult to
9 me. That means you want to buy me from the marshal. He
10 knows the store is not doing any good, and it's nothing
11 hidden.

12 Two thirty-five, his initial, he's the one in
13 charge. At that time so much stores open up at one time,
14 Cost-U-Less beat the price, Pueblo have to beat the price,
15 Kmart. We was operating 26, 27 percent. And from now until
16 a hundred years I can prove the store have to have, even up
17 to now with the loan paid, I have to have 275,000 per week to
18 break even.

19 Q. About a week after the meeting at Sea-Mart, did
20 you give an interview to the **Daily News** --

21 A. Yes.

22 Q. -- saying you were looking for a buyer?

23 A. Yes.

24 Q. I want to mark this as Defendant's 1 --
25 Defendant's A, since he's marking his with numbers.

1 (Deposition Exhibit No. A was
2 marked for identification.)

3 Q. (Ms. Vazzana) Okay. Mr. Yusuf, in that
4 interview did you explain that the store wasn't making money?

5 A. The store wasn't making money at all, not even
6 near what we expecting. And I know the cost of it because we
7 were never expecting Cost-U-Less to open. Otherwise I would
8 never go with the investment to start with. But I already
9 bought my equipment, I already signed the lease, and all of a
10 sudden Cost-U-Less came, boom, and open up. And when you get
11 into a fight, natural, any time you give up, you admitting
12 you losing. In life, you have to keep fighting, fighting,
13 fighting, fighting until you win.

14 And thanks God, now I am one hundred percent
15 winner. But this is my effort and my blood.

16 Q. And was this article printed in the **Daily News**
17 while you were still partners with Mr. Idheileh?

18 A. Excuse me?

19 Q. Was this article printed in the **Daily News** while
20 you were still partners with Mr. Idheileh?

21 A. No, this is way after he left.

22 Q. No, it's about a week after the Sea-Mart meeting.

23 A. This is in '95.

24 Q. Right. It was December '94 when the --

25 A. Yeah, it's way after he left. He left '93. We

1 open --

2 Q. Right, you opened in '94, October.

3 A. Ninety-three, I think we opened in '93, I
4 believe. To the best of my recollection, October 28th, 1993.
5 And Mr. Idheileh, he left before April -- exact date, I don't
6 remember -- of '94. And this article, even eight months
7 later, my intention was to sell. I'm stuck in St. Thomas. I
8 just want to get out.

9 My offer to Pueblo, by the way, take the
10 improvement. I want to get out. The man won't take it.
11 Okay. United Corporation, you know, signed that loan and
12 that loan have to be paid. Otherwise, I lose my shopping
13 center and the house. Mr. Idheileh's exposure was only
14 seven-fifty. My exposure is a lot more than seven-fifty.
15 Tutu Park can sue me for the 25 years of rent. I'm stuck. I
16 have to fight. I told my people, Run. Run around the clock.
17 You get sleepy, go upstairs and sleep, hour, two hours, wash
18 your face and go down and work.

19 But thanks God, we was able to turn the store
20 around. But we put a lot of effort. And I explained to
21 Mr. Idheileh, Please, I beg you to be patient. The man
22 wouldn't be patient. What can I do?

23 Q. So was there a time after the Sea-Mart meeting
24 when you had to get together with another group of Arab men
25 to resolve your dispute between you and Mr. Idheileh?

1 A. Okay. You see, when I bought from the gentleman,
2 we make the deal. I find an honest, honorable person to give
3 me the money to encourage me to go for the deal. I did. Two
4 hundred down, and 400,000 to be paid one hundred annually.
5 We signs it. I don't know anybody in St. Thomas.
6 Mr. Idheileh don't know anybody in St. Thomas. The one that
7 is St. Thomas resident is Mr. Suid. He say, I will have my
8 lawyer draw the contract.

9 Okay. We signs it and it happened Mr. Suid
10 guaranty that I will pay on time. And after he get
11 Mr. Suid's guarantee, he insist he must have my nephew and my
12 older brother guaranty also, because he was not confident we
13 will ever make it to pay him back. And then Mr. Suid told
14 Mr. Idheileh, This man, if he sign to something, he's
15 honorable. Don't go too far. He say no.. He tell him I
16 signs it, he say it's not enough. I want his older brother
17 to be responsible. Just to show you how this man was so sure
18 we going to fail. Okay?

19 Then the man still is our friend, I was his
20 partner, even he is no longer our partner, but he was in the
21 store very frequent. He says, I want to look for a smaller
22 business. I say, It's up to you.

23 Finally, he find a business a little bit above
24 Plaza Extra, a gas station on the part of the Skyline, I
25 don't know, you know where it is. He say, I find a business

1 for sale, and the man wanted so much, and I offer him so
2 much. I don't remember the numbers but, Mr. Yusuf, I believe
3 I want to take that place. You have any objection? I told
4 him no. I told him our agreement is if you ever leave the
5 partnership, you're not allowed to work in supermarket.

6 I put that clause because I didn't want to
7 create a capital to the gentleman, plant experience in his
8 chest, and in the future become my competitor. So I puts it.
9 But since the man left, he left with a loss, clear like the
10 sun, he want to go into another business, I have no
11 objection.

12 He say, Would you object I sell grocery? I
13 say no. He say, Mr. Yusuf, I'll be short a hundred thousand
14 dollar. That's my biggest problem. I say, It's a good deal.
15 Go for it, and I will give you the \$100,000. I'll find ways
16 and means to raise the hundred thousand and give you.

17 That's to prove he did not sell under threat,
18 because we're still friend. Okay? Then -- and he kept going
19 about five or six times a day to the store. All right? One
20 day he was in St. Thomas, and it happened he bought three
21 cars for us for our person, and it happened he get to know
22 the people for Avis. I wanted to buy a car for my daughter.
23 We went to St. Croix as a friend, not enemy. You can't work
24 with your enemy. If he wasn't a friend, up to that minute
25 you can't work with him.

1 Then he asked me when can I give him the
2 \$100,000? I said, Mr. Idheileh, come on. You asking me
3 for -- you say you'll be short of a hundred thousand dollars.
4 I'm going to squeeze myself, raise the money just to let you
5 run your business, but now you and the man did not come to an
6 agreement. I don't feel obligated to give you what I promise
7 you.

8 He say, No, I want my money to put in a
9 savings account. I say, You better wait until you do. Then
10 we spoke with a little bit rough voice. Then the man went
11 and he get all the Arab community into my brother-in-law
12 house, and he said his story, and I say my story what is the
13 100,000, what it is.

14 And we both accept the condition of the panel,
15 of the judgment. I told them why I offer him the hundred
16 before its due date. And he says no, he's entitled to it.
17 It's his money. Anyhow, the panel rule against me and says,
18 Look, the man sell it to you.

19 Now, during that meeting there was no threat,
20 nothing whatsoever. Just about the \$100,000. They said,
21 Mr. Yusuf, I think you should give the man the hundred
22 thousand dollars, you know? I smile. I accept their ruling.
23 It's a condition before we -- as soon as we meet. Then I
24 say, No problem. I have to pay 100,000 within six months
25 anyhow. You guys rule against me to pay it now. I don't

1 mind. He come and stand up and say, No, no, no, no, not from
2 the first payment. The one hundred have to be from the last
3 payment. I say, No, you got to be crazy.

4 The panel tell him, Mr. Idheileh, look, we are
5 pushing the man. He don't have to give you the 100,000 now.
6 You want him to give you a hundred now and six months later
7 and it's from the last payment? And then he said, I won't
8 accept it. I know what he want to do. I tell the man let
9 him do whatever he want. It's a free country.

10 Then a week later my brother-in-law come and
11 say, Man, pay the man his money. I say, No way I will pay
12 him, based on the panel, not four days later. Then I think
13 about ten days later, my brother-in-law say, Here, the man
14 accept it. Give him the hundred thousand dollars. I say
15 fine.

16 When the man bought three cars when he was in
17 charge of St. Thomas, he bought a car and register it in his
18 name. He move it to St. Croix, that cost you \$7,000. I owe
19 the man a hundred, well, the panel rule for. I deduct my
20 7,000 for the car, and here is a check for ninety-three.
21 Give it to him, and I finish.

22 Q. Was there a time when Mr. Sharmouj came to you to
23 ask that you pay Mr. Idheileh early?

24 A. Mr. Sharmouj, after the meeting in my
25 brother-in-law house, I recall at least once he come to my

1 office at least once, but it could be twice or three times,
2 asking me that we making money now, he knows the whole store,
3 and the man keep bugging him for his money. We want you to
4 give the money in advance before the due date. I say, No
5 way, man, we're finished with him. You already press me for
6 the hundred. I accept the ruling. I did it. I don't owe
7 the man anything else. He have to sit tight until the due
8 date.

9 Then his brother came to me and I explain
10 myself. They understand. Then my brother-in-law came, you
11 know? And each time I go from St. Thomas to St. Croix, there
12 is someone waiting for me, want Mr. Idheileh 300,000.

13 I tell Wally, Wally, come on. We don't need
14 this. We have money. Let the man have his money earlier and
15 let the man go. I told Mr. Idheileh finally, after I
16 convince Wally, I'm a person who respect my partner. I don't
17 make a single serious move until I get my partner approval.
18 He says, We'll pay him.

19 Then I pay the \$100,000, I tell him, Look, you
20 want the money early. Go to St. Maarten, sign for it in
21 St. Maarten, and when you come back, and my nephew tell me to
22 give it to you, I will be more than happy to give it to you,
23 but I'm going to tell my nephew the story.

24 He went, he sign for the hundred thousand, and
25 when he come, that money, I told Wally, Do not give it to

1 your brother, to your uncle. Wally uncle is the same, my
2 brother-in-law, because Wally mother and my wife are sisters.

3 Do not give the money to your uncle unless you
4 have at least one of his brother present, and I need
5 witnesses. So they gave it to him. Where they give the
6 money, in which house, I have nothing to do with that. Maybe
7 they told me, but it wasn't concern me. And I have thought,
8 I told him hopefully later things come better, I'll just give
9 him the rest.

10 Then I start to receive more and more pressure
11 for the last two. I told Wally, Man, come on. If he go back
12 St. Maarten again, let him go and sign in St. Maarten. When
13 he come, I give it to him. I gave this gentleman two, three
14 hundred thousand at least two years before the due date.

15 Did you think I don't know the value of the
16 money? I could have put a saving account and make eight,
17 nine thousand dollars annually, but I am not a troublemaker.
18 I want to avoid people keep coming to me and say, Pay the man
19 his money.

20 Q. At the time the last money was paid, did
21 Mr. Idheileh ever make any complaints that he was owed more
22 money than that?

23 A. That --

24 Q. That he was owed more money?

25 A. Up to the last payment, I have never heard a word

1 from Mr. Ahmad Idheileh, or through him through anybody else
2 that he have a bad deal or he needed more money. Never. And
3 if he asked for it, I won't give it to him, because he's not
4 entitled.

5 MS. VAZZANA: Okay. No further questions.

6 REDIRECT EXAMINATION

7 BY MR. ADAMS:

8 Q. Hopefully, these will be the last ones.

9 (Discussion held off the record.)

10 Q. (Mr. Adams) Mr. Yusuf, --

11 A. Yes.

12 Q. -- you stated that, again, that the store was
13 losing money.

14 Now, my question to you, did you look at the
15 daily receipts or the cash deposits to make that
16 determination?

17 A. I get the information -- the information from
18 Mr. Idheileh, how much we sold last week, how much we sold
19 the week before.

20 Q. So that would be the daily receipts?

21 A. Daily information.

22 Q. Okay. Do you recall Mr. Idheileh requesting,
23 through Attorney Watts, that he see or inspect the books?

24 A. Let me explain this for you.

25 Q. Did you sir, yes or no?

1 A. What you say? Give me the question.

2 Q. Did you receive a request from Mr. Idheileh
3 through Attorney Fred Watts that he inspect the books?

4 A. Yes, I did receive a letter.

5 Q. And I'd like to show you what is marked as
6 number -- show you what will be marked as Plaintiff's
7 Exhibit 8.

8 (Deposition Exhibit No. 8 was
9 marked for identification.)

10 Q. (Mr. Adams) Do you recognize that letter, sir?

11 A. Yes.

12 Q. Is that the letter you received from Attorney
13 Watts?

14 A. Maybe. If it's addressed to me, I have no proof
15 to say no.

16 Q. Did you comply with Mr. Attorney Watts' request
17 as far as having the books?

18 A. I would like to answer that with explanation
19 please.

20 Q. Well, first, sir, did you comply with the request
21 to have the books audited?

22 A. No, I did not.

23 Q. If we were to request an audit of those books or
24 to see those books for that period of time, would those books
25 be made available?

1 A. No, I -- a lot of our record, unfortunate, been
2 disappearing from the time Mr. Idheileh was our partner. We
3 left, and when this gentleman left, left in good faith, we
4 never thought anything going to go like that.

5 Q. So Mr. Yusuf, are you stating for the record that
6 during the time that Mr. Idheileh was partner with the
7 business that the books started to disappear?

8 A. Some information that we can't find, we just
9 simply can't find it.

10 Q. And what information would that be?

11 A. Any information. Sometime you go for an item,
12 and if we know it's in that period of time, we become
13 suspicious that Mr. Idheileh either took it or destroyed it.

14 Q. So are you now at this point in time suggesting
15 that --

16 A. Suggesting?

17 Q. -- suggesting that Mr. Idheileh was involved in
18 some sort of illegal activity within the store?

19 A. I have reason to believe.

20 Q. Yes or no, sir?

21 A. Yes.

22 Q. For the record, you're stating that?

23 A. Yes.

24 Q. Did you have an audit of the books done at the
25 time Mr. Idheileh left the store?

1 A. No.

2 Q. If you had that suspicion, sir, why did you not
3 request an audit?

4 **THE WITNESS:** (To Attorney Vazzana:) Now I can
5 explain, right?

6 **MS. VAZZANA:** Uh-huh.

7 A. When we have this argument with Mr. Idheileh all
8 the time, because he created it, one day he says I'm going to
9 my lawyer. You're free to go. He went to his lawyer, of
10 course what he have is the joint, a partner agreement, right.
11 He show it to his lawyer, explain to him what is this
12 agreement all about, and his lawyer have wrote me this
13 letter.

14 I told Mr. Idheileh, Mr. Idheileh, I have
15 received a letter from your lawyer. Now, we're only opening
16 for a week or two weeks, I don't remember exactly, but I'll
17 be more than happy to show to your lawyer, under one
18 condition. We're friend. I would love to remain friend.
19 Under one condition: If I can't prove everything I state,
20 which is in front of the Book, go through it if you want, I
21 will just leave Plaza Extra. I will be very shameful to come
22 back to it. You could keep it. But if I can prove every
23 penny is there, I'm going to bring a CPA, I will charge you
24 whatever the CPA cost.

25 Mr. Idheileh answer, Come on, Mr. Yusuf.

1 We're friend. I don't mean that. I'm sorry, I made a
2 mistake.

3 And in proof to what I said, he have never
4 have such complaint in front of the two wise committees. We
5 never mistrust each other. But this now, after when I see he
6 taking into court, the man was building a case against me
7 without I'm aware of it. He was just simply building a case
8 against me.

9 Q. Mr. Yusuf, do you recall Mr. Suid's deposition?

10 A. Yeah, I recall that he was deposition, yes.

11 Q. One minute. I'm trying to find it.

12 There's a part in here, he was talking
13 about -- I forgot to mark where he was asked about opening
14 the books.

15 (Discussion held off the record.)

16 **MR. ADAMS:** Back on the record.

17 Q. Now, Mr. Yusuf, do you recall Mr. Suid's -- or I
18 will direct your attention to Mr. Suid's deposition.

19 A. Yes.

20 Q. And the question was asked of him: But
21 Mr. Idheileh did not agree that the store was losing money?
22 Mr. Suid answered, I do not recall, but I know he was in
23 disagreement with that, because I think he had asked for to
24 open the books, or he hired a lawyer or something. So I'm
25 sure he was in disagreement with that, yes.

1 So now, Mr. Yusuf, would you still state that
2 Mr. Idheileh did not, outside of the request to you, mention
3 or make a request for an audit of the books to anyone else?

4 A. Sir, I know a letter I receive. Before I did any
5 action -- I was more than happy to, because it wasn't a big
6 problem, I have to go back to my partner and say what did I
7 receive. We trust each other, or we don't trust each other?
8 If you want, if you find me stealing, I'll let you have
9 Plaza Extra for you alone.

10 And if you don't, if you want me I could hire
11 a CPA tomorrow. But if I'm clean, which the record in front
12 of you, I make you pay for the CPA.

13 I have never knew this man is putting up trap
14 for me, because he have never requested again, never. He
15 have never complained to any one of the witness you asked
16 today. I mean if you have a pain, you scream. Because it
17 wasn't as issue.

18 I'm a very trusty person, trust me. I have to
19 tell you, because you don't know me, but he already gave me
20 money without signature.

21 **MR. ADAMS:** Okay. Thank you, Mr. Yusuf.

22 (Whereupon the deposition concluded

23 at 4:05 p.m.)
24
25

CERTIFICATE

C-E-R-T-I-F-I-C-A-T-E

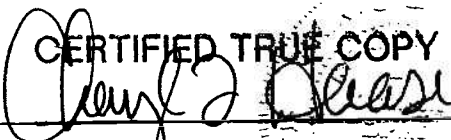
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I, CHERYL L. HAASE, a Registered Professional Reporter and Notary Public for the U.S. Virgin Islands, Christiansted, St. Croix, do hereby certify that the above and named witness, Fathi Yusuf, was first duly sworn to testify the truth; that said witness did thereupon testify as is set forth; that the answers of said witness to the oral interrogatories propounded by counsel were taken by me in Stenotype and thereafter reduced to typewriting under my personal direction and supervision.

I further certify that the facts stated in the caption hereto are true; and that all of the proceedings in the course of the hearing of said deposition are correctly and accurately set forth herein:

I further certify that I am not counsel, attorney or relative of either party, nor financially or otherwise interested in the event of this suit.

IN WITNESS WHEREOF, I have hereunto set my hand as such Certified Court Reporter on this the 4th day of February, 2000, at Christiansted, St. Croix, United States Virgin Islands.

CERTIFIED TRUE COPY

Cheryl L. Haase, RPR

IN THE TERRITORIAL COURT OF THE VIRGIN ISLANDS
DIVISION OF ST. THOMAS AND ST. JOHN

AHMAD IDHEILEH,)	
)	
Plaintiff,)	
)	
vs.	)	Case No. 156/1997
)	
UNITED CORPORATION and)	
FATHI YUSUF, Individually,)	
)	
Defendants.)	

THE ORAL DEPOSITION OF FATHI YUSUF
 was taken on the 2nd day of February 2000, at the Offices of
 Caribbean Scribes, 2132 Company St., Ste. 3, Christiansted,
 St. Croix, U.S. Virgin Islands, between the hours of
 1:05 p.m. and 4:05 p.m. pursuant to Notice and Federal Rules
 of Civil Procedure.

Reported by:

Cheryl L. Haase
 Registered Professional Reporter
 Caribbean Scribes, Inc.
 2132 Company Street, Suite 3
 Christiansted, St. Croix U.S.V.I.
 (340) 773-8161

Cheryl L. Haase
 (340) 773-8161



FATHI YUSUF -- DIRECT

1 A. I personally own 50 percent of Plaza Extra in
2 1986. I own United Shopping Plaza. I'm a member of
3 United Corporation, who owns United Shopping Plaza. I build
4 that store, I was struggling for a loan. The whole island
5 know what I went through. I said I'm going to build this
6 building no matter what, and hold the supermarket for my
7 personal use.

8 It took me three years. I give an offer to
9 two nephew of mine and my brother-in-law, Mr. Hamed, if they
10 would like to join me in building up this store together, and
11 we should not have any problem, if I finish build up the
12 building, we should have no problem whatsoever to go to the
13 bank and the bank will grant us the loan to operate the
14 supermarket. Okay?

15 During construction -- I'm going to go a
16 little bit back to tell you what is my background. During
17 construction, I was struggling for loan. And at that time
18 Banco Popular, I remember, came into the Virgin Islands and
19 took over the majority of interest of First National
20 Citibank. They buy all their customers, and they was very
21 hungry to do business in the island because they have
22 expenses to face and they like to issue loan as fast as
23 possible to cover their expenses.

24 Excuse me. Can I have water please if you
25 don't mind?

FATHI YUSUF -- DIRECT

1 So I left Nova Scotia, struggling, left them
2 not to get a loan, but did not close my account. I struggle
3 all over looking to get a loan. I went to all local banks at
4 that time, and everybody says, I'm sorry, we can't help you.
5 So I find it is a golden opportunity for me to go to Banco
6 Popular.

7 So I went to the manager there, I explained to
8 him my story what Scotia did to me and so he say, I will come
9 to the site.

10 When he come to the site where I'm building,
11 he says, How you going to put this building together?
12 Where's your plan? I show it to him. It's almost zero, the
13 specification. Just numbers for me, columns, but the column
14 doesn't say what thick, what wide. It just give me the
15 height.

16 So the bank, he says, Mr. Yusuf, I'm sorry.
17 We don't do business that way. We have to have somebody
18 professional plan with full specification. I could see your
19 plan approved, I could see the steel here, but it's -- you
20 don't have the proper material or record to take to my board
21 of director to approve a loan in the millions.

22 So I understood. My answer to that gentleman
23 was, unfortunate because of my financial situation, I have to
24 choose this route. But I promise you, as a man, I will put
25 that building together. The man told me at that time, I

FATHI YUSUF -- DIRECT

1 he gave me about 275,000, and to be 25 percent each,
2 25 percent for my sister son, 25 percent for my brother son,
3 25 percent for me.

4 But before I continue, I'm going to -- I would
5 like to go back a little bit more to clear something. When I
6 was in the financial difficulty, when I was in financial
7 difficulty, my brother-in-law, he knew. I shouldn't -- he
8 start to bring me money. Okay? He own a grocery, Mohammed
9 Hamed, while I was building, and he have some cash. He knew
10 I'm tight.

11 He start to bring me money. Bring me I think
12 5,000, 10,000. I took it. After that I say, Look, we
13 family, we want to stay family. I can't take no money from
14 you because I don't see how I could pay you back. So he
15 insisted, Take the money. If you can afford to, maybe pay
16 me. And if you can't, forget about it. Okay. He kept
17 giving me. I tell him, Under this condition I will take it.
18 I will take it.

19 He kept giving me until \$200,000. Every
20 dollar he make profit, he give it to me. He win the lottery
21 twice, he gave it to me. All right? That time the man have
22 a little grocery, they call Estate Carlton Grocery. Very
23 small, less than 1,000 square foot, but he was a very hard
24 worker with his children. And it was, you know, just like a
25 convenience mom-and-pop stores. He was covering expenses and

FATHI YUSUF -- DIRECT

1 saving money.

2 I say, Brother-in-law, you want to be a
3 partner too? He said, Why not? - You know, as a family, we
4 sit down. Says, How much more can you raise? Say, I could
5 raise 200,000 more. I said, Okay. Sell your grocery. I'll
6 take the two hundred, four hundred. You will become
7 25 percent partner.

8 So we end up I'm 25 percent, my two nephew 25
9 each, and my brother-in-law, Mohammed Hamed, 25 percent. I
10 don't recall the year, could be '83 or '84, but at least
11 thanks God in the year that Sunshine Supermarket opened,
12 because his supermarket is the one who carries these two
13 young men and my brother to go into the supermarket with me.
14 So I have their money, I finish the building.

15 We call the refrigeration manufacturer, not to
16 waste time. We book an order for our refrigeration, and we
17 committed to it. And from their money I have paid \$100,000
18 deposit on the equipment. I was so sure the gentleman at
19 Banco Popular, he promised me, you know. Everything were
20 look to go me encouraging. And especially at that time I'm
21 sure anybody in St. Croix in the past twenty, thirty years,
22 he knew that that building will never go up. Only maybe six
23 people in St. Croix at that time says I might be able to put
24 it up. But 99.9 of St. Croix resident, they were looking at
25 me as a fool.

Cheryl L. Haase

1 man and he look at me, he underestimate. It came to an
2 extent, I tell him, look, sir. I respect your profession.
3 You're the bank manager. I respect that. And I want you to
4 respect my profession. I'm a retailer. Everybody have a way
5 of making a living. Oh, I been denied.

6 Then, but when I been denied, I have to tell
7 my partner what's going on. I been entrusted to handle the
8 job perfect, and I am obligated to report to my partner to
9 anything that happened. I told my nephews and I told my
10 partner, Hey, I can't get a loan, but I'm not giving up.

11 So two, three days later my two nephews split,
12 say, We don't want to be with you no more, and we want our
13 money. I say I don't have no money to pay you. The money's
14 there, but if you want to leave because I default, you free
15 to leave.

16 How we going to get paid?

17 I says, Shopping center is 50 percent owned by
18 you uncle and 50 percent by me. I have to feed my children
19 first, and whatever left over, I'll be more than happy to
20 give it to you. Okay. What do you want us -- what do you
21 want to pay us for rent of our money?

22 We come to an agreement, I pay them 12 percent
23 on their money, and 150,000 default because I don't fulfill
24 my commitment. I accepted that. We wait until my partner,
25 which is my brother, came. He's an older man. And we came

1 up to Mr. Mohammed Hamed, I say, You want to follow them? He
2 say, Yeah, I will follow them, but do you have any money to
3 give? I say, Look, Mr. Hamed, you know I don't have no
4 money. It's in the building, and I put down payment in the
5 refrigeration. But if you want to follow them, if you don't
6 feel I'm doing the best I can, if you want to follow them,
7 you're free to follow them. I'll pay you the same penalty,
8 75,000. I will give you 12 percent on your 400,000.

9 He says, Hey. If you don't have no money,
10 it's no use for me to split. I'm going to stay with you.
11 All right. I say, Okay. You want to stay with me, fine. I
12 am with you, I am willing to mortgage whatever the
13 corporation own. Corporation owned by me and my wife at that
14 time.

15 Q. Uh-huh.

16 A. And my partner only put in \$400,000. That's all
17 he put in, and he will own the supermarket. I have no
18 problem. I told my partner, Look, I'll take you under one
19 condition. We will work on this, and I'm obligated to be
20 your partner as long as you want me to be your partner until
21 we lose \$800,000. If I lose 400,000 to match your 400,000, I
22 have all the right to tell you, Hey, we split, and I don't
23 owe you nothing.

24 They say, Mr. Yusuf, we knows each other. I
25 trust you. I keep going. Okay. Now, I told him about the

FATHI YUSUF -- DIRECT

1 two partner left, Mr. Hamed. You know, these two guys, they
2 left, my two nephew, they was your partner and my partner. I
3 give you a choice. If you pay penalty with me and pay the
4 interest with me, whatever they left is for me and you. But
5 if I must pay them the one-fifty penalty and pay them
6 12 percent, then Plaza Extra Supermarket will stay
7 three-quarter for Yusuf and only one-quarter for you.

8 He says, Do whatever you think is right. I
9 tell him, You want my advice? I be honest with you. You
10 better off take 50 percent. So he took the 50 percent.

11 Q. Not to cut you short, Mr. Yusuf, but we have to
12 play with time, and I appreciate the history as far as
13 Plaza Extra St. Croix and United Corporation, but I want to
14 focus primarily right now on your relationship with
15 Mr. Idheileh.

16 There came a time that the two of you entered
17 into talks about Plaza Extra on St. Thomas?

18 A. May I interrupt you, sir? I cannot build a roof
19 before a foundation. The problem is you ask me who I am,
20 where I come from. I am explaining myself. I want to show
21 to you and the court that Mohammed Hamed is way before
22 Plaza Extra was opened with me, he was my partner. And
23 Mr. Idheileh, he himself knows, because the money he lend me
24 when I open up Plaza Extra, he was getting paid from Wally.

25 I'm a person, if I run a business, I want to

FATHI YUSUF -- DIRECT

1 stay clean. You know what I mean, clean? I'm the final
2 decision man. I don't give that to anybody. Excuse me. But
3 when it come to money, I don't touch.

4 When I open up Plaza Extra Supermarket, who
5 was in charge of the money at that time is Wally Hamed. When
6 this gentleman, Mr. Idheileh, lend me his money as a friend,
7 I have never signed for him. Who paid him? I never pay him
8 back. My partner's son is the one who pay him back. And he
9 knew, because he come to my office once or twice a week. And
10 he's not the only one knew. Every single Arab in the Virgin
11 Islands knew that Mr. Mohammed Hamed is my partner, way
12 before Plaza Extra was opened.

13 Now, should I ask him or continue?

14 MS. VAZZANA: He's ready to give you a next
15 question.

16 Q. (Mr. Adams) My question to you, sir, is there
17 came a point in time that you and Idheileh started to, or
18 started to have some discussions about Plaza Extra on
19 St. Thomas, is that correct?

20 A. Repeat the question please.

21 Q. There came a point in time that you and
22 plaintiff, Mr. Idheileh, entered into negotiation about a
23 partnership, entering into a partnership with Plaza Extra on
24 St. Thomas, is that correct?

25 A. I can answer that if I could explain it.

1 MR. ADAMS: Let the record indicate I'm
2 showing Mr. Yusuf a copy of the Joint Venture Agreement.

3 A. I sees Mr. Idheileh and myself and Notary Public,
4 and I believe it's a witness underneath. I don't know.

5 Q. (Mr. Adams) Now --

6 A. Notary Public someplace else, and the same
7 witness, and my signature repeated again on a different page.
8 My son. Yeah, my son is the president of United Corporation.

9 Q. Now, sir, the Joint Venture Agreement is between
10 whom?

11 A. Between -- if you have to look at it this way, --

12 Q. No, no, I'm looking --

13 A. -- between me, my partner and him.

14 Q. No, Mr. Yusuf. Let us look at the Joint Venture
15 Agreement that was signed.

16 A. Yeah, I seen it. United Corporation.

17 Q. Thank you.

18 A. But I want you please to be aware that my
19 partner's with me since 1984, and up to now his name is not
20 in my corporation. And that -- excuse me -- and that prove
21 my honesty. Because if I was not honest, my brother-in-law
22 will not let me control his 50 percent. And I know very
23 well, my wife knows, my children knows, that whatever
24 Plaza Extra owns in assets, in receivable or payable, we have
25 a 50 percent partner.

1 But due to my honesty --

2 Q. Now --

3 A. Excuse me. I want to clear who I am.

4 -- my partner, he have never have it in
5 writing from me.

6 Q. Mr. Yusuf --

7 MS. VAZZANA: Okay. The question was the
8 question was simple: Who it says the Joint Venture Agreement
9 is between.

10 THE WITNESS: Actually, between
11 United Corporation and Mr. Ahmad Idheileh.

12 Q. (Mr. Adams) Is there anywhere in that Joint
13 Venture Agreement does the name Mr. Mohammed Hamed --

14 MS. VAZZANA: Hamed.

15 Q. -- appear anywhere in that joint venture?

16 A. No.

17 Q. Is United Corporation the owner of Plaza Extra
18 St. Croix?

19 A. Yes.

20 Q. Is Mr. Hamed an officer of United Corporation?

21 A. Who?

22 Q. Mohammed Hamed.

23 A. No, he's not an officer.

24 Q. He's not an officer of United Corporation?

25 A. No.

Cheryl L. Haase

1 convince my partner's son, Look, we got \$6 million in his
2 store. This man, we come to an agreement --

3 Q. We're talking about Sea-Mart.

4 A. Okay.

5 Q. So in Sea-Mart, when you negotiated that
6 transaction that Mr. Idheileh would be able to be out of
7 Sea-Mart, --

8 A. Yes.

9 Q. -- was that based upon the books or just on a
10 hand shake?

11 A. There was no book whatsoever. Based on their
12 conversation.

13 Q. Okay. Okay. You were asked by Attorney Adams,
14 when it says United Corporation in this Joint Venture
15 Agreement, in talking about Plaza Extra, talking about the
16 supermarket on St. Thomas, who owned or who was partners in
17 United Corporation Plaza Extra at the time before you entered
18 into that Joint Venture Agreement?

19 A. It's always, since 1984, Mohammed Hamed.

20 Q. Okay. So when it says United Corporation --

21 A. It's really meant me and Mr. Mohammed Hamed.

22 Q. Okay.

23 A. Mr. Idheileh is well aware of that.

24 Q. Okay. Well, we're talking now Plaza Extra
25 St. Thomas. Who was responsible for hiring employees?

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' <u>RENEWED</u> MOTION TO
Vs.	)	DISMISS, AND IN THE ALTERNATIVE FOR
	)	A MORE DEFINITE STATEMENT, AND
	)	TO STRIKE EXHIBITS "B" through "D"
	)	OF THE AMENDED COMPLAINT PURSUANT
FATHI YUSUF and	)	TO RULES 12(b)(6), 12(e), and 12(f) OF THE
UNITED CORPORATION	)	FEDERAL RULES OF CIVIL PROCEDURE
)	
Defendants,)	
)	

MEMORANDUM OF LAW IN SUPPORT OF DEFENDANTS' RENEWED MOTION TO DISMISS, MOTION FOR A MORE DEFINITE STATEMENT, AND MOTION TO STRIKE EXHIBITS "B" THROUGH "D" OF THE AMENDED COMPLAINT

I. INTRODUCTION

On September 18th, 2012, Plaintiff Mohammed Hamed ("Hamed") filed a complaint ("Original Complaint") against Defendants United Corporation ("United") and Fathi Yusuf ("Yusuf") alleging for the first time in 26 years the existence of a "partnership" with Defendant Yusuf, referring to it as the "Hamed & Yusuf" partnership. *Complaint* ¶3 [DOCKET ENTRY #1, attachment 3]. On October 19th, 2012, Plaintiff Mohammed Hamed filed an Amended Complaint in this action alleging that a "50/50 Partnership was created to create, fund, and operate this new grocery supermarket business, which they named Plaza Extra Supermarket." *Amended Complaint* ¶9 [DOCKET ENTRY #15].

With the Amended Complaint still failing to plead sufficient facts alleging the scope, nature, and extent of the partnership Plaintiff Hamed alleges to have with Defendant Yusuf,



Hamed v. Yusuf; 1:12-cv-99
Memorandum of Law in Support of Defendants'
RENEWED Motion to Dismiss, Definite Statement, and Strike
Page 2 of 26

Defendants now respectfully again move to dismiss the Amended 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. In the alternative, Defendants also move for a more definite statement under Fed. R. Civ. Proc. 12(e) as the Amended Complaint impermissibly and vaguely defines the existence of a "50/50 partnership." *Amended Complaint* ¶9 [DOCKET ENTRY #15]. The Amended Complaint fails to specify the nature, ownership, and scope of this alleged partnership, and why Defendant United is named as a party to this suit. Further, as Plaintiff Hamed through his agent and son Waleed Hamed have already conceded before the District Court of the Virgin Islands and the U.S. Attorney's Office for the last seven (7) years that the business arrangement between Plaintiff Hamed and Defendant Yusuf is a contractual joint venture, Plaintiff Hamed is estopped from now asserting a partnership under the equitable doctrines of Judicial and Quasi Estoppel, Issue Preclusion, and laches. As such, dismissal of the Amended Complaint is warranted. In the alternative Plaintiff should be ordered to provide Defendants with a more definite statement as to the formation, scope and nature of the alleged partnership to enable Defendants to properly respond to allegations of the Amended Complaint.

Last but not least, Defendants move to strike Exhibits "B", "C" and "D" under Fed. R. Civ. Proc. Rule 12(f). The Amended Complaint incorporates unsigned documents that were produced during private settlement discussions. An Order striking these exhibits is warranted in light of Plaintiff's intentional failure to attach numerous other proposed confidential unsigned settlement agreements where none mention the word "partnership." Plaintiff simply cannot cherry pick two emails and an unsigned proposed settlement agreement when Plaintiff has for 26 years denied the existence of a partnership, and when his Plaintiff's son and agent Waleed Hamed

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RENEWED Motion to Dismiss, Definite Statement, and Strike
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represented to the District Court of the Virgin Islands, and the U.S. Attorney's Office that no partnership ever existed between his father Plaintiff Hamed and Defendant Yusuf, but instead only a joint venture agreement granting Plaintiff Hamed fifty percent (50%) of the profits of the operations of the Plaza Extra Supermarkets.

II. FACTS

On January 15th, 1979, Defendant United Corporation ("United") was organized and incorporated in the Virgin Islands. Since 1979, Defendant United has always been wholly owned by Defendant Yusuf and his family in various shares. **Exhibit A: Yusuf Affidavit ¶3.** In 1983, Defendant United completed the construction of a shopping mall on land parcels 4-C & 4-D of Estate Sion Farm; these parcels have always been owned by Defendant United in fee simple absolute, and remain so to this date. The shopping mall was named United Shopping Plaza ("Shopping Plaza"). Further, Defendant 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, Defendant United has continually used that trademark and never transferred or otherwise permitted anyone to have any kind of interest in the "Plaza Extra" trademark. **Exhibit A: Yusuf Affidavit ¶ 7.**

In 1986, due to financial constraints, Defendant Yusuf and Plaintiff Hamed entered into an oral joint venture agreement. The agreement called for Plaintiff Hamed to receive fifty percent (50%) of the net profits of the operations of the Plaza Extra supermarkets in exchange for a loan of \$225,000 and \$175,000 cash payment. The loan was repaid in full, and Plaintiff Hamed received 50% of the net profits thereafter. At no point did Plaintiff Hamed ever acquire a

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Memorandum of Law in Support of Defendants'
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shareholder interest in Defendant United. Nothing in the Amended Complaint or any of the exhibits attached thereto demonstrate any shareholder interest by Plaintiff Hamed in Defendant United. Since its inception, Defendant United has always maintained separate bank accounts to collect rents and other incomes unrelated to its supermarket operations. At no point did Plaintiff Hamed ever receive any rental proceeds or other profits from United's other operations. **Exhibit A: Yusuf Affidavit ¶ 7. Original Complaint ¶14 [DOCKET ENTRY # 15].** Nothing in the Amended Complaint alleges that Plaintiff Hamed is entitled to any proceeds other than from the operations of the Plaza Extra supermarkets. As such, the parties contemplated only a 50/50 split of the profits of the Plaza Extra Supermarket stores.

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

In October 1993, Defendant United expanded its supermarket operations by opening another Plaza Extra Store in Tutu Park Mall, St. Thomas. **Exhibit A: Affidavit of Yusuf, ¶8.** United's treasurer Defendant Yusuf negotiated and signed the leased premises for the Plaza Extra – St. Thomas store and was the only party to guarantee its lease. **Exhibit A: Affidavit of Yusuf, ¶8.** Nothing in the Amended Complaint alleges that Plaintiff Hamed ever shared in the risk of losses or obligations under the Plaza Extra St. Thomas store lease, nor that Plaintiff Hamed ever co-signed, or was a surety regarding any obligations of Defendant United. In sum, both the original complaint and the Amended Complaint fail to allege any facts concerning Plaintiff's risk of loss in any “partnership” Plaintiff Hamed alleges to have with Defendant Yusuf.

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B. The Alleged “Hamed & Yusuf Partnership”

Plaintiff, in his original Complaint, and for the first time in 26 years, alleges that he is a partner in a partnership called the “Yusuf & Hamed partnership.” *Original Complaint* ¶3 [DOCKET ENTRY #1, attachment 3]. The original Complaint, without specificity, alleges that the parties created the “Hamed & Yusuf partnership” and “used a corporate form in mid-1986 for tax purposes.” This allegation has now changed in the Amended Complaint, which completely removes any reference to Defendant United being used “for tax reporting purposes” but instead alleges that Defendant Yusuf offered Defendant United to report the tax obligations of the alleged partnership through Defendant United. *Amended Complaint* ¶8 [DOCKET ENTRY # 15].

The Amended Complaint fails to attach a single legal document, resolution, decision, memorandum of minutes, tax returns or schedules, or other communications showing the existence of a partnership of the magnitude that Plaintiff Hamed alleges - despite Plaintiff’s contention that he has been a partner for over 26 years. Indeed, during seven (7) years of court proceedings in the criminal matter of *U.S. v. United, 05-cr15*, Plaintiff’s agent Waleed Hamed, as well as his brother Waheed Hamed through his attorneys have always declared to the District Court of the Virgin Islands, and the U.S. Attorney’s Office that the relationship between their father Plaintiff Hamed and Defendant Yusuf is a “joint venture” entitling Plaintiff Hamed to fifty percent (50%) of the net profits of United’s operations of the Plaza Extra Supermarket stores.

C. Exhibits B & C of the Amended Complaint: The Confidential Proposed Settlement Letters

The Amended Complaint annexes five exhibits - “A” through “D” - in support of whatever alleged partnership that may exist between Plaintiff Hamed and Defendant Yusuf:

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- 1) **Exhibit A:** a 10 page transcript of a 1997 Oral Deposition of Defendant Yusuf in the case of *Idheileh v. United Corporation*, STT-156-CV-1997,
- 2) **Exhibit B:** an Email from DeWood Law Firm to Waleed Hamed;
- 3) **Exhibit C:** an unsigned Proposed Dissolution Agreement from DeWood Law Firm to Waleed Hamed.
- 4) **Exhibit D:** Letter from Fathi Yusuf to Mohammed Hamed concerning increased rent.
- 5) **Exhibit E:** Warranty Deed to Plot No. 9 Estate Grange and Plot No. 70 Estate Grange

The Amended Complaint fails to advise the court that Exhibits “B” through “D” were communications regarding attempts to privately settle a serious and costly dispute between the parties. Additionally, none of the foregoing exhibits show that either party has ever adopted the position that a partnership called the “Hamed & Yusuf partnership” ever existed. That position was rejected by both Defendants and Plaintiff, and as such neither party ever signed the proposed dissolution agreement attached as Exhibit “C” to the Amended Complaint. [DOCKET ENTRY # 15, attachment 3]. Further, the Amended Complaint fails to point to a single communication where Plaintiff Hamed accepted any terms of the unsigned dissolution agreement. The Amended Complaint fails to attach copies of numerous other Proposed Settlement Agreements circulated between the parties in June and August of 2012. These unsigned proposed agreements, as with the single proposed dissolution agreement, were designed to resolve the parties’ substantial differences, and to address Plaintiff’s agent Waleed Hamed’s threat to prevent Defendant United from filing its tax returns in the criminal matter. **Exhibit A:** *Affidavit of Fathi Yusuf*.

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Defendants again renew their Motion pursuant to Fed. R. Civ. Proc. 12(b)(6) to dismiss Plaintiff's Amended Complaint. In the alternative, the Court should grant Defendants' Motion for a More Definite Statement pursuant to Rule 12(e) as the Amended Complaint fails to specify the facts necessary to establish the scope, intent, and nature of the partnership it alleges. Finally, Plaintiff's attempt to use an **unsigned** and rejected proposal to settle the parties' differences short of litigation should be stricken as an exhibit pursuant to Fed. R. Civ. Pro. 12(f). Based on the arguments stated below, this Motion should be granted.

III. ARGUMENT

A. Plaintiff's Amended Complaint Fails to State a Claim Entitling Plaintiff To Relief Pursuant to 26 VIC § 75 because no "Partnership" Exists Between Plaintiff Hamed and Defendant Yusuf.

i. The Standard of Review for Rule 12(b)(6) Motions.

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

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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 complaint’s “bald assertions” or “legal conclusions.” *Morse v. Lower Merion Sch. Dist.*, 132 F.3d 902, 906 (3d Cir.1997).

As will be demonstrated, Plaintiff’s Amended Complaint makes only a bald assertion of a “50/50 partnership” and fails to define the requisite elements of an alleged oral or implied “partnership.”

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.

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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 relatives¹ 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), the 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.*

¹ The Hamed family and the Yusuf family are related by marriage.

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

Plaintiff allege in his original Complaint that in 1986 an oral partnership called "Hamed and Yusuf partnership" was formed. *Original Complaint*, ¶3 [DOCKET ENTRY #1, attachment 3]. This bare allegation, repeated in different words in the Amended Complaint, still fails to specifically plead how that alleged 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 only. This is factually impossible. This alleged "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 since 1983. Defendant Yusuf is only a minority shareholder of United, and does not directly own any of the Plaza Extra supermarkets. Only Defendant United owns and operates the Plaza Extra Supermarkets. The Amended Complaint fails to allege that crucial legal and factual distinction, and fails to allege if this alleged "partnership" ever acquired any shares of Defendant United. To this date, Plaintiff seems incapable of asserting any claim against Defendant United. As such, nothing in the Amended Complaint establishes any claim for relief against Defendant United.

The Amended Complaint further fails to allege the ownership interest of Defendant United in the operations of the Plaza Extra Supermarkets. The Amended Complaint, suddenly drops any mention of Defendant United as being formed "as a tax reporting entity" as it did in ¶5 of the original complaint, and now alleges that Defendant Yusuf used United Corporation as a tax reporting service for the partnership between Plaintiff Hamed and Defendant Yusuf. This absurd representation that a partnership needs a corporation to report taxes is a novel one, and unheard of. Plaintiff's Amended Complaint conveniently omits when Defendant United was incorporated,

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who the shareholders are, and the fact that Defendant United existed seven (7) years before Yusuf and Hamed met in mid-1986 to discuss any business agreements. Intentionally omitted from Plaintiff's complaints is the fact that Plaintiff Hamed is not even entitled to any of the rent proceeds United collects exclusively for the benefit of its shareholders. Clearly, Plaintiff Hamed cannot be a "50/50" partner when he has never been entitled to any rent profits of Defendant United, and where Defendant United had always exclusive right to all rents from its management and operations of the United Shopping Plaza.

Even if the Amended Complaint sufficiently alleges that a "Hamed & Yusuf partnership" exists, the only relief Mohammed Hamed would be entitled to is a fifty percent (50%) share of Defendant Yusuf's 7.5% ownership of Defendant United's outstanding stocks. However, this is not what Plaintiff Hamed contemplates in his Amended Complaint. Instead, Plaintiff Hamed ambiguously alleges a massive legal partnership with dubious and unspecific claims to properties and assets that are unsupported by specific facts. Simply stated, and as a matter of public record, Defendant Yusuf never did business as (d/b/a) Plaza Extra Supermarket, and never owned outright all of the shares of Defendant United Corporation. The Amended Complaint, like the original complaint, fails to annex a single legal document, tax return, informational return, etc., to demonstrate the existence of the alleged "Hamed & Yusuf" partnership.

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, and moved overseas. **Exhibit B: Affidavit of Maher Yusuf** at ¶ 13. Hamed has never participated in a single management decision, nor ever

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risked any losses in the so called alleged “partnership” that Hamed now alleges to exist. **Exhibit**

A: Affidavit of Yusuf at ¶ 6.

In sum, United Shopping Plaza, which is situated on approximately 6 acres in Estate Sion Farm, has always been owned in fee simple absolute, operated, and managed by Defendant United as far back as 1983: more than three (3) years before Plaintiff’s alleged “Partnership” existed. **Exhibit B: Affidavit of Maher Yusuf** at ¶ 6.

Paragraph 12 of the Amended 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 incorrect for the following reasons:

- a. Only Defendant 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 minority shareholder of United. United is owned in various shares by numerous members of the Yusuf family.² The Complaint fails to allege that United ever transferred any of its 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 ever signed a single lease or guaranteed a single contractual or monetary obligation for Defendant United, including the lease agreement with the landlord/owners of the Tutu Park Mall location.

¶13 of the Amended Complaint

Paragraph 13 alleges “that the three Plaza Extra supermarkets have been managed jointly by the Partnership” – however, there is no mention of what duties and decisions Hamed undertook, or what obligations Plaintiff guaranteed jointly with either United or Yusuf as a

² See *supra* at footnote 5

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purported partner. Without more ¶13 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.”

¶16 of the Amended Complaint

In ¶16 of the Amended 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 Amended 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 ownership interest in Defendant United since even the Amended Complaint admits that United had separate bank accounts unrelated to the Plaza Extra supermarkets that are for the sole benefit of United’s shareholders.

Paragraph 20 of the Complaint alleges that “from time to time, Mohammed Hamed and Yusuf have used these profits distributed solely from these supermarkets accounts to buy other businesses and real property, always then owning these jointly held assets, regardless of the form of ownership, on a 50/50 basis.” Incredibly, the Complaint fails to state the name of a single business that the parties purchased and operated jointly. Though the parties have formed

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corporations for various purposes, the parties never acquired nor invested in any **other** businesses jointly as partners, but rather as shareholders in specific corporations formed for specific purposes. Further, the Amended 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 Amended Complaint fails to allege with the required specificity what joint assets and businesses were purchased under the alleged "Hamed & Yusuf partnership."

Last but not least, nothing in the Amended Complaint alleges when Plaintiff 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 to Waheed Hamed, the Amended Complaint fails to allege the scope and details of that power of attorney. The Amended Complaint further fails to allege what central management duties Waleed Hamed undertook on behalf of his father Mohammed Hamed. Failure to allege these necessary facts is fatal to Plaintiff's alleged 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 oral 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, other than a deposition transcript

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where the term “partner” is used to refer to the joint venture agreement Plaintiff Hamed entered into with Defendant Yusuf . For the last seven (7) years, Plaintiff through his agent Waleed Hamed, represented to the Government that no “partnership” existed between Plaintiff Hamed and Defendant Yusuf in the case of *U.S. v. United*. In short, even if a “partnership” is found, Plaintiff is estopped from asserting this newly contrived entity called the “Hamed & Yusuf partnership” to ensure equity and avoid grave injustice and prejudice to defendants 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

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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

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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 outline 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 The Amended 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 seven (7) 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. **Exhibit A: 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. See **Exhibit B: Affidavit of Maher Yusuf.**
- e. Mohammed Hamed never intervened for the last seven (7) years in the case of *U.S. v United Corporation* 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 Amended 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

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their agreement, mainly that their relationship is one of a contractual joint venture 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.³

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 inequity 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 Capitals 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

³ 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 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 Defendant United. As early as 1979, United has purchased and acquired in fee simple absolute five of the six acres of the land where the United Shopping Plaza currently situates. In 1992, United acquired an additional acre of land. Not a single allegation in the Amended 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.

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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 be not be a “partnership” but a joint venture agreement. There, Plaintiff’s agent Waleed Hamed made binding representations that the business agreement with Defendant Yusuf is only a joint venture giving Hamed only an interest in the net profits of Defendant 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.

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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 way of stipulation and admission of Hamed's agent through his attorneys, over a seven (7) 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 the Plaza Extra supermarket operations. As such, Plaintiff Hamed is now precluded from asserting the existence of a partnership that he denied to have ever existed. Additionally, the declaration by Plaintiff's agent Waleed Hamed that no partnership existed between Hamed and the Defendants was necessary for the resolution of the criminal case.

F. The Amended 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

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statement.” *Bacon v. Mandell*, 2012 U.S. Dist. LEXIS 132231 (D.N.J. Sept. 14, 2012). *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 Amended 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 the Plaintiff or indirectly through his family members acting as [his respective] authorized agent” and (2) “collectively” refers to Mohammad Hamed as “Hamed” regardless of whether such collective reference, as defined in the Amended Complaint, relates to acts allegedly done “directly” by Mohammad Hamed or indirectly, i.e., “through his family members acting as his authorized agent.” (Amended Complaint ¶2). Such convoluted pleading leaves Defendants – and the Court – guessing about the allegations asserted in the Amended Complaint.

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

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authorized agent and Fathi Yusuf jointly managed the supermarkets; or whether any number of undisclosed “family members acting as [an] authorized agent” for Mohammad Hamed and Defendant Fathi Yusuf, jointly managed the supermarkets. The vast majority, if not all, of the material allegations in the Amended Complaint are equally unintelligible and cannot reasonably serve as a basis upon which relief can be granted, and otherwise allow Defendants to reasonably frame any defensive pleadings and papers. Accordingly, requiring Plaintiff 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). But it is beyond quibble that communications in furtherance of settlement discussions are inadmissible under 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 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

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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. This is especially warranted in light of Plaintiff Hamed's agent, Waleed Hamed's representation to the District Court and the U.S. Attorney's Office concerning the true nature of the business arrangement between Plaintiff Hamed and Defendant Yusuf as one of a joint venture agreement, and not a partnership.

IV. CONCLUSION

For the reasons stated above, this Court should grant Defendant's motion to dismiss; and in the alternative order Plaintiff to replead with specificity the scope, nature, and extent of the alleged partnership between Plaintiff Hamed and Defendant Yusuf as to enable Defendants to

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respond to Plaintiff's Amended Complaint. Further, the Court should strike the exhibits and factual allegations produced by the parties' settlement discussions.

Wherefore, it is respectfully requested that the Court grant this Motion.

Date: November 5, 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

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

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

EXHIBIT

A

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

MOHAMMAD HAMED By His Authorized
Agent WALEED HAMED,

Plaintiff,

vs.

FATHI YUSUF & UNITED CORPORATION, :

Defendants.

CASE # 1:12-CV-99

AFFIDAVIT OF FATHI YUSUF

I, Fathi Yusuf, duly sworn, hereby state as follows:

1. My name is Fathi Yusuf.
2. I am a resident of St. Croix, U.S.V.I., and I am the Registered Agent the treasurer and secretary of United Corporation, as such I have personal knowledge of the facts set forth in this affidavit.
3. United Corporation is a corporation formed on January 15th, 1979 under the laws of the United States Virgin Islands by filing the Articles of Incorporation with the Office of the Lt. Governor on St. Croix. United Corporation belongs to various members of the Yusuf family, consistent with the percentages of ownership set forth at page 11 of the Plea Agreement entered in the action styled *UNITED STATES OF AMERICA and GOVERNMENT OF THE VIRGIN ISLANDS v. FATHI YUSUF MOHAMAD YUSUF, WALEED MOHAMMAD HAMED, WAHEED MOHAMMAD, MAHER FATHI YUSUF, NEJEH FATHI YUSUF, ISAM YUSUF and UNITED CORPORATION*, Case No. 2005-15F/B (the "Federal Court Criminal Action"), which is pending in this Court. No one in my family has ever transferred a single share of stock to anyone outside the Yusuf family.
4. At no point in time has Mohammad Hamed, or any individuals (collectively or individually) of the Hamed family been a shareholder of United Corporation.
5. United Corporation alone owns the land located at 4C, 4D, and 4H Estate Sion Farm, St. Croix. United finished building United Shopping Plaza sometime in 1983.

EXHIBIT A

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

EXHIBIT 1
(Affidavit of Fathi Yusuf)

From: Daly, Mark F. (TAX) [mailto:Mark.F.Daly@usdoj.gov]
Sent: Thu 12/3/2009 4:27 PM
To: Gordon Rhea
Cc: Lombardi, Kevin C. (TAX); Hendrickson, Lori A. (TAX)
Subject: RE: Plea

Gordon

I do not think that \$7 million is an appropriate floor. Your tax calculations were not based on the evidence but on an unexplained cost of goods sold theory. Further, your proposal did not take into account the tax loss from the money claimed by waste and life. Finally, you're asking the VIBIT to include all fines and interest in the settlement. That was not contemplated in our proposal and should raise the total tax loss. An appropriate an floor is the tax loss, which we calculated at \$22,451,190. SA your numbers lack any foundation in the evidence, we cannot accept those numbers.

Mark

Mark F. Daly
Trial Attorney
Northern Criminal Enforcement Section
Tax Division
United States Department of Justice
Tel: (202) 616-2245
Fax: (202) 616-1786
mark.f.daly@usdoj.gov

EXHIBIT

B

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

MOHAMMAD HAMED,	)	CIVIL NO. 1:12-CV-99
)	
Plaintiff)	
Vs.	)	AFFIDAVIT OF MAHER YUSUF, as President
	)	of DEFENDANT UNITED CORPORATION
FATHI YUSUF)	
UNITED CORPORATION)	
)	
Defendants)	
<hr style="width: 30%; margin-left: 0;"/>)	

I Maher Yusuf, an adult of sound mind and body, hereby under oath attest:

1. I am a resident of St. Croix , the U.S. Virgin Islands.
2. I am the President of United Corporation (“United”), a duly organized Virgin Islands Corporation, in good standing and is authorized to conduct business in the Virgin Islands.
3. United was incorporated in 1979 by my father Fathi Yusuf. United is now owned in various shares among the various members of the Yusuf Family.
4. United has always been organized, maintained, and owned by the Yusuf Family.
5. As President of United, and after inspecting all of the records of United, including a review of all filings with the United’s counsel, I attest that there has never been a transfer of a single share of United outside the Yusuf family, nor has anyone ever invested in the equity of United.
6. In addition to its Plaza Extra supermarket operations, United has owned in fee simple absolute all of United Shopping Plaza since 1979. It has always owned the property, having never transferred any interest in the property (directly or indirectly) to anyone.
7. United has always managed its tenants, collected rents, and other benefits from its rental real property operations.
8. United never shared any rental real property proceeds with Mohammed Hamed or anyone in the Hamed family. Mohammed Hamed has never attested to any interest in the United Shopping Plaza.

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.

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26. None of the parties to the settlement discussions ever signed a single proposed settlement agreement. United would not agree to any settlement agreement that reflected that United is in any way a "partnership" because that would be inconsistent with the decades of representations made to third-parties and is factually incorrect.

27. The agreements that were circulated back and forth between Mohammed Hamed and United were intended to be part of the confidential settlement sessions.

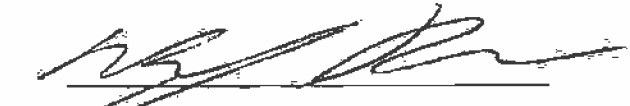
I attest that the above is true to the best of my knowledge.

Date: Oct. 9, 2012


UNITED CORPORATION
By: Maher Yusuf, President

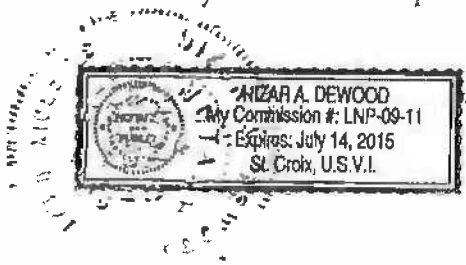
TERRITORY OF THE U.S. VIRGIN ISLANDS)
)
DIVISION OF ST. CROIX)

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



Notary Public

My commission expires: 07/14/15



IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS

DIVISION OF ST. CROIX

MOHAMMAD HAMED)
) CIVIL NO. SX-12-CV-370
 Plaintiff,)
)
 v.)
) ACTION FOR DAMAGES, et al.
 UNITED CORPORATION)
 FATHI YUSUF) DEFENDANTS' REPLY
) TO PLAINTIFF'S OPPOSITION
) TO DEFENDANTS' RULE 12
 Defendants.) MOTION
)

DEFENDANTS' REPLY TO PLAINTIFF'S OPPOSITION TO
DEFENDANTS' RULE 12 MOTION

COME NOW Defendants United Corporation and Fathi Yusuf, through their undersigned counsel and respectfully file this Reply to Plaintiff's Response in Opposition to Defendants' Motion to Dismiss. For the reasons stated below, and reincorporating fully the arguments set out in Defendants' Rule 12 Motion to Dismiss Plaintiff's Amended Complaint, it is respectfully requested that the court grant Defendants' Motion to Dismiss.

I. INTRODUCTION

Plaintiff's Opposition to Defendants' Rule 12 Motion to Dismiss can be reduced to the following three arguments:

1. Because the parties agreed to split the profits "50/50" the court must find a partnership between the parties; that there is no such thing as a contractual "joint venture" and use



of such term is a matter of semantics. Accordingly, Plaintiff argues that the Virgin Islands Uniform Partnership Act ("VIUPA") governs every scenario where the parties agree to divide profits equally, entitling Plaintiff to the various reliefs available to a partner, as opposed to relief under contract law.

2. The Plaintiff need not plead any facts concerning the parties' intent, prior dealings, Plaintiff's representations to the Virgin Islands and United States government agencies, through his agent, that no partnership ever existed; or the fact that Plaintiff has failed to ever file a single partnership return, or a single document demonstrating the existence of a partnership. Rather, Plaintiff contends, the court only need to look at a portion of a transcript from a prior deposition to summarily conclude that Defendant Yusuf meant the word "partner" to be a partner of a general partnership under the VIUPA, and not an association or relationship between two persons to carry-on an objective, such as a contractual joint venture.

3 Plaintiff then argues that the court should disregard at this point any judicial and equitable bars against the Plaintiff because they are merely defenses and cannot be asserted in a Rule 12(b)(6) Motion. This despite the fact that these equitable bars are essential in determining whether or not a "partnership" could be found to exist at this stage.

I. Equal Distribution of Profits, solely, does not make a Partnership.

Plaintiff argues first that because Defendants admit to an agreement with the Plaintiff to equally share the profits from the operations of the Plaza Extra Stores, the court must automatically conclude that a partnership exists between Plaintiff and Defendants. Plaintiff cites 26 VIC §22(4), which provides:

In determining whether a partnership exists, these rules shall apply -

...
(4) The receipt by a person of a share of the profits of a business is **prima facie** evidence that he is a partner in the business. . . . (Emphasis added).

The term "*prima facie*" means "at first view; on the first appearance." Merriam Webster's Dictionary 11th Edition. Clearly, nothing in 26 VIC §22(4) states that equal division of profits amounts automatically to a partnership; section 22(4) cites one factor for the court to consider in determining the existence of a partnership. Therefore, Plaintiff's contention that any agreement to equally split profits amounts to a "partnership" under the VIUPA is a misreading of 26 VIC §22(4). Having conveniently misconstrued 26 VIC §22(4), Plaintiff then proceeds to argue that "the only dispute now appears to be whether the admitted relationship should be called a "partnership" or a "joint venture." Plaintiff Hamed refers to this distinction as a "semantic" dispute and therefore is irrelevant because under V.I. law a joint venture is a subspecies of partnership and is thus subject to the UPA. See *Plaintiff's Response in Opposition to Defendant's Rule 12 Motion to Dismiss*, p. 4.

Again, 26 VIC §22(4) states that equal profit sharing is only *prima facie* evidence of a partnership; nothing under Title 26 states that a partnership arises automatically by operation of law simply because of equal division of profits. Plaintiff therefore argues that no matter the intent and agreement between the parties, the law in the Virgin Islands does not recognize a contractual joint venture agreement, and anything else is essentially a partnership. This position would lead in turn to this absurd conclusion: No matter what the parties intended, no matter what the Plaintiff represented to other third

parties for the last 26 years, as long as there is a division of profits equally, there must be a partnership - even if the parties never intended for a partnership to exist, and even if the Plaintiff has always denied the existence of a partnership.

As such, Plaintiff wants the court to ignore the parties' understanding, prior dealings, equitable principles, and the parties' contractual intent because a "joint venture" is and will always be a partnership. Because nothing in the opposition supports this sweeping conclusion, the court should grant Defendant's Motion to Dismiss.

II. The Amended Complaint still fails to plead a proper "partnership" and the scope of the alleged partnership.

Plaintiff argues that the Amended Complaint sufficiently pleads the existence of a partnership. Plaintiff's Opposition re-incorporates ¶¶ 5 through 22 of the Amended Complaint to demonstrate a properly pled Amended Complaint. Therefore, each of the foregoing paragraphs of the Amended Complaint are addressed separately below.

¶5. In the 1970's, Mohammad Hamed opened and operated a successful grocery business on St. Croix.

This allegation is irrelevant. Whether Mohammed Hamed operated a successful grocery business on St. Croix or not is irrelevant to whether a partnership exists between the parties.

¶6. In the early 1980's, Yusuf began to build a shopping center at Sion Farm, St. Croix, which he hoped would include a supermarket, even though he had never operated a grocery business before.

This allegation supports the fact that Defendant Yusuf and his family, through Defendant United Corporation, have always maintained separate ownership of the shopping center at Sion Farm. It is irrelevant as to the issue of what partnership, if ever, existed between the parties, and the nature and scope of the alleged partnership, which Plaintiff concedes is only to operate a grocery business called Plaza Extra Supermarket.

¶7. During the construction of that shopping center, Yusuf continually ran out of money and was unable to get any loans from any banks. As such, he sought help from Mohammed Hamed, which Mohammed Hamed agreed to provide.

This allegation again is irrelevant as to what partnership existed between the parties, and the nature of the partnership.

¶8. Mohammad Hamed provided funds to complete the construction of the shopping center. In addition, when more funds were needed to create and open the supermarket, Mohammad Hamed sold his grocery store and contributed all of his life savings to the supermarket project in addition to the funds previously provided for the shopping center construction, devoting his full time and energy to getting the supermarket open as well.

This general assertion is belied directly by the fact that United Corporation has always owned the United Shopping Plaza ("Plaza") where the parties agreed to operate the Plaza Extra Supermarkets. All rental proceeds from the Plaza have always gone to Defendant United, which is owned completely by the Yusuf family. Not one penny from the rental proceeds has ever gone to Plaintiff Hamed. Therefore, on the one hand, Plaintiff pleads that he contributed to the construction of United Shopping Plaza, and on the other hand, Plaintiff concedes that he has never had any interest in the ownership of the United

Shopping Plaza as shown by Plaintiff's admission that there has always been a separation of accounts concerning the non-business operations of Defendant United.

Therefore, the Amended Complaint fails to make clear the nature and scope of this alleged partnership: Is it a partnership that concerns only the operations of the Plaza Extra supermarkets or is it a partnership that encompasses other assets? Therefore, even if the court concludes a *prima facie* showing of a partnership at this point, Plaintiff still fails to advise the Defendants as to the nature assets and liabilities of this partnership. This in turn deprives Defendants from understanding the alleged scope of this partnership, the alleged assets this partnership has, and what tax implications this sudden assertion of partnership creates for the Defendants.

¶9. During this time period, Mohammad Hamed and Yusuf agreed to enter into a 50/50 partnership (hereinafter referred to as the "Partnership") to create, fund and operate this new grocery supermarket business, which they named Plaza Extra Supermarket. It was located in the shopping center.

Here, Plaintiff readily admits that the "50/50 partnership" was only for the purpose of operating a new grocery supermarket business called "Plaza Extra Supermarket." However, in ¶8, Plaintiff makes the contrary assertion that he has impliedly some interest in the real property known as United Shopping Plaza. Again, Plaintiff fails to plead with specificity the assets of this partnership. Again, this in turn makes it next to impossible for the Defendants to understand what "partnership" Plaintiff alleges to have with Defendant Yusuf. If the only assets of the partnership are

the operations of the Plaza Extra stores, the Amended Complaint has failed to clearly state so. The Defendants cannot be expected to defend against an ill-defined alleged partnership. Defendant Yusuf has always been truthful and honest about his status as a percentage shareholder of Defendant United Corporation. The remaining shares of Defendant United are owned by Defendant Yusuf's children. This is demonstrated by the parties history of tax returns, government filings, and representations to the District Court of the Virgin Islands, and the U.S. Attorneys' Office. Plaintiff Hamed has never objected to Defendants' representation as to their status, and complete ownership of Defendant United.

¶ 10. As both Mohammed Hamed and Yusuf agreed to contribute their time and their personal funds to create this Partnership, both risked the loss of their significant initial investments. Moreover, they both agreed that going forward each partner was responsible for 50% of all losses, and was entitled to 50% of all profits from the supermarket business' operations. Indeed, defendants have admitted that the profits of the grocery business were shared with plaintiff – in pleadings filed in this case.

Plaintiff fails to allege a single fact showing any risk of loss by Plaintiff Hamed. Plaintiff fails to attach a single exhibit showing any risk of loss assumed by the Plaintiff. Despite the clear Affidavit of Fathi Yusuf concerning Plaintiff Hamed's failure to carry any risk of loss during the 26 year relationship both parties had, Plaintiff cannot allege a single contract, obligation, or loan that Plaintiff Hamed ever risked other than the initial investment Plaintiff invested in the joint venture.

For example, Defendant Yusuf personally and solely guaranteed the lease of the

Plaza Extra Store in St. Thomas, V.I., and personally guaranteed the substantial loans taken from various banks for the benefit of Defendant United. Both the risk of loss and sharing of profits are critical components of any partnership. It is precisely why 26 VIC §22(4) states that splitting of profit is only prima facie evidence and not conclusive proof of a partnership.

¶11. When the supermarket at Sion Farm opened in 1986, Mohammad Hamed used his experience and contacts in the grocery business to get the store stocked and open successfully.

This factual allegation is irrelevant to the formation of a partnership. The fact is that Plaintiff Hamed was employed as a warehouse clerk for Defendant United until 1998, and was compensated accordingly. Nothing in this allegation states how, where, and why Plaintiff's experience in the grocery business has ever benefitted Defendants in any way. As demonstrated in the Defendants' Motion to Dismiss, it is telling that Plaintiff Hamed has always been employed as a warehouse clerk, and never had any supervisory managerial responsibilities.

¶12. The Partnership between Hamed and Yusuf subsequently expanded to two other supermarket locations, one in the west end of St. Croix (both built and initially stocked from the profits of the Partnership) and one in St. Thomas (also both built and initially stocked from the profits of the Partnership). Both of these supermarkets were 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). These supermarkets have grown in size, currently employing in excess of 600 employees in the three stores.

The growth of a business neither supports the existence of a partnership, nor the intent of the parties as to the operations of the three stores.

¶13. At all times relative hereto, the three Plaza Extra supermarkets have been managed jointly by the Partnership, with each Partner having an active role in the operations of the three stores either through their direct actions or through the actions of their authorized agents. In this regard, each Partner always has had a designated family member in a top managerial position in each store, acting as each Partner's representative and agent. The designated managers from each Partner's family jointly manage the respective stores together.

None of the allegations here demonstrate the nature, scope, and risk and profit sharing between Mr. Yusuf and Mohammed Hamed. Thus, the Amended Complaint, like the original one, still cannot allege a single managerial decision made by Plaintiff Hamed in the 26 year history of this alleged partnership.

¶14. The Partnership has always had separate, segregated books and accounts for each of the three Plaza Extra Supermarkets, and kept a detailed accounting open to both partners for the expenses and profits of the Partnership wholly separate from the unrelated business operations of United in its operation of the United shopping center located at Sion Farm St. Croix.

Plaintiff admits here that Defendant United has always kept separate accounts for its "unrelated" business operations of the United Shopping center. Clearly, Plaintiff admits that he has no interest in the United Shopping Center, and that Defendant United is the owner of United Shopping Center. Therefore, this points to an agreement to operate the Plaza Extra Supermarkets, rather than a partnership.

¶ 15. As part of his Partnership activities Yusuf made the decision that the reporting of all accounting and other filings for these Partnership operations to the Government would be done by United, such as all tax filings and similar matters — he provided the services of United as part of his partnership contribution, to which Mohammad Hamed did not object.

This assertion fails to allege why a partnership would utilize a corporation simply for filing taxes. As pointed out in the Motion to Dismiss, Defendant United has existed for seven (7) years prior to Plaintiff's joint venture agreement with Defendant United regarding the operations of the Plaza Extra Supermarkets. Defendant United has always owned in fee simple various real properties before it ever entered into a joint venture agreement with Plaintiff to only operate the Plaza Extra Supermarkets.

This is amply demonstrated by the fact that Plaintiff never filed a single partnership tax return throughout the existence of this alleged partnership. Instead, Plaintiff now seeks to link his failure to ever declare partnership taxes, and his 26 years of misrepresentation to the Government of the Virgin Islands, the U.S. Attorney's Office, and the District Court of the Virgin Islands to the fact that he simply agreed to allow Defendant Yusuf to utilize Defendant United as a tax reporting entity.

It is precisely why the Amended Complaint, like the original one, remains deficient, and must be dismissed for failure to establish the scope and nature of Plaintiff's alleged partnership.

¶16. The bank accounts for the three Plaza Extra supermarkets were created for the benefit of, and have always been accessible to (and transacted on) equally by the partners, Mohammad Hamed and Yusuf, with the Partners agreeing that – to maintain management control – Yusuf and Hamed (or one family member from each of the Hamed and Yusuf families as their agents) would sign each check written on these supermarket bank accounts. . . .

Plaintiff fails to allege any facts showing that a "partnership" owns these bank accounts. To date, these accounts remain the property of Defendant United. There is no disagreement that Mr. Hamed is entitled to fifty percent (50%) of the profits of the operations of Plaza Extra Store. This is what Plaintiff Hamed, through his agent, has represented to everyone for the last 26 years, including representations in prior proceedings before the District Court of the Virgin Islands and the U.S. Attorney's Office. The issue here again is not whether Plaintiff Hamed is entitled to 50% of the profits. He is. The issue is whether Plaintiff Hamed can come to the court after 26 years and declare a partnership the parties never intended. As such, the Amended Complaint should be dismissed for failure to properly plead the existence of well-defined partnership with accurate allegations of assets and liabilities.

¶17. United has always had completely separate accounting records and separate bank accounts for its operations of the "non-supermarket" shopping center and business operations that were unrelated to the three Plaza Extra supermarket stores. Neither Mohammad Hamed nor his agents have access to these separate "non- supermarket" United bank accounts used by United for its shopping center and other businesses unrelated to the three Plaza Extra supermarkets.

Plaintiff concedes there is a separation between the accounts for the operation of the Plaza Extra supermarkets and the "non-supermarket" shopping center. This clearly again points to the fact that Defendant United has an agreement with Plaintiff and not a partnership: Why else would there be specially segregated United Corporation bank accounts that Plaintiff Hamed has no control or interest in if this is a partnership? The Amended Complaint does not properly allege the reason for these separate accounts, which is mainly because the parties have a joint

agreement to operate only the Plaza Extra Supermarkets, and not a general partnership under the VIUPA.

¶18. At all times relative hereto, the Partnership profits from the Plaza Extra stores have always been held in the identified “supermarket” 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 Partnership are in accounts solely used by the Partnership and kept for the Partnership by United in segregated United accounts.

The allegations of ¶18 reconfirms the fact that United Corporation has accounts wholly separate from the operating accounts for the Plaza Extra Supermarkets. Nothing in the Amended Complaint specifies what ownership interest and access rights Plaintiff Hamed has in which account. Instead, the Amended Complaint makes sweeping vague allegations of joint-ownership, and then contradicts itself by confirming that there are separate accounts Defendant United controls for purposes of the non-grocery business operations. These accounts belong solely to Defendant United and its shareholders because Defendant United has operations other than the Plaza Extra supermarket businesses.

¶19. At all times relative hereto, for more than 25 years, Mohammad Hamed and Yusuf have equally shared all the profits distributed by United to the Partnership – from the operation of the three Plaza supermarkets – and been responsible for all losses. Except for the recent unauthorized removal of funds described herein, for 25 years, all such distributions from the supermarket accounts have been split 50/50 between the Partners.

The Amended Complaint fails to allege when and Plaintiff Hamed was ever responsible for any losses, loans, and any other obligations for United Corporation. Again, not a single factual allegation is alleged in this supposed 26 year old

partnership where Plaintiff Hamed has ever taken out a loan, signed a contract, or risked any loss on behalf of Defendant United. The risk of loss is an essential component of a partnership. The Amended Complaint could not cite a single fact because the record is clear that Plaintiff Hamed never risked any loss, other than his initial investment. For that investment, Plaintiff Hamed received handsome returns of 50% of the profits of the operations of the Plaza Extra supermarket. Plaintiff still cannot allege a single fact showing Plaintiff Hamed risking any personal loss in this alleged partnership.

¶20. The partners also agreed that all stores would employ and would rely on joint decisions of themselves (or their respective family members from each family assigned to each store), so that management would be by a working consensus of the two Partners directly or through their designated agents, all of whom are family members.

The employment of various members of the Yusuf and Hamed families is not indicative of a partnership. Nothing in ¶20 alleges what and when any management decisions were ever made by Plaintiff Hamed or any of his children.

¶21. From time to time, Mohammad Hamed and Yusuf have used these profits, distributed solely from these "supermarket accounts" to buy other businesses and real property -- always then owning these jointly held assets, regardless of the form of ownership, on a 50/50 basis. ...[identifying several such assets]

The allegations of ¶21 fail to state whether the alleged "assets and businesses" are properties of the alleged partnership, or that such assets are jointly held separately by the parties in separate legal entities. To date, Defendants remain uncertain what "other businesses" Plaintiff's purported partnership owns other than the Plaza Extra supermarket

operations. This type of uncertainty in pleading is unacceptable, and warrants an Order dismissing the Amended Complaint, or in the alternative for a more definite statement.

V. CONCLUSION

There is no dispute that Plaintiff is entitled to 50% of the profits from the operations of the Plaza Extra supermarkets pursuant to a joint venture agreement. This is a position that Plaintiff, his agent Waleed Hamed, and the Defendants have always maintained before the public, the Virgin Islands Government, the United States Attorney's Office, and the District Court of the Virgin Islands. What Plaintiff seeks now is to declare a partnership that is vaguely defined, whose assets and liabilities cannot be pled with specificity. Defendants cannot be tasked with answering and defending an action to declare a partnership that Plaintiff seems unable to properly define in his original and amended complaints.

As such, Defendants' Motion to Dismiss is appropriate, and should be granted. In the alternative, Plaintiff should be ordered to provide a more definite statement as to the scope of this partnership, including what assets and liabilities are due this partnership.


WHEREFORE, it is respectfully requested that Defendant's Motion to Dismiss be granted, or in the alternative, for a more definite statement.

Date: December 13, 2012

Respectfully Submitted,

DeWood Law Firm
Counsel for Defendants

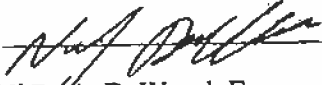
By:


Nizar A. DeWood, Esq.
2006 Eastern Suburb, Suite 102
Christiansted, V.I. 00820
t. 340.773.3444
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CERTIFICATE OF SERVICE

IT IS HEREBY CERTIFIED that a true copy of Defendant's Reply to Plaintiff's Opposition to Defendants' Rule 12 Motion to Dismiss was served on the Plaintiff via his counsel at the below address and date on this 13th day of December, 2012.

Joe Holt, Esq. 2132 Company St. Suite 2 Christiansted VI 00820	CARL J. HARTMANN III Attorney-at-Law 5000 Estate Coakley Bay, L-6 Christiansted, VI 00820
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Nizar A. DeWood, Esq.

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

UNITED CORPORATION,	)	CIVIL NO. SX-13-CV- <u>3</u>
)	
Plaintiff	)	CIVIL ACTION
)	
Vs.	)	ACTION FOR DAMAGES, ACCOUNTING,
	)	BREACH OF CONTRACT, & EQUITABLE
WALEED HAMED	)	RELIEF
<i>(alka Wally, Wally Hamed)</i>)	
	)	COMPLAINT
JOHN DOE (1-10))	
)	
Defendants	)	JURY TRIAL DEMANDED
=====)	

Plaintiff United Corporation, hereinafter (“United”), and by and through its undersigned counsel complains of Defendant Waheed Hamed, hereinafter (“Hamed”) as follows:

I. BACKGROUND

1. This is a civil action for damages (both compensatory and punitive) recoupment, conversion, accounting, constructive trust, breach of contract, and breach of various fiduciary duties against Defendant Hamed, an employee and former agent of Plaintiff United. This complaint includes causes of action against Defendant Hamed for defalcating, and misappropriating significant funds belonging to Plaintiff United, arising out of Defendant Hamed’s tenure as manager of the operations of the Plaza Extra Supermarket store in Sion Farm, St. Croix, as well as other locations. Further, this civil action names John Doe 1-10 as persons who have worked knowingly, and jointly with Waleed Hamed in the commission of each of the causes of action alleged herein.



II. JURISDICTION, VENUE, & DEMAND FOR JURY TRIAL

2. This Court has personal jurisdiction, subject matter jurisdiction, and the amount in controversy is satisfied, pursuant to 4 VIC §76.
3. Venue is proper in the District of St. Croix because all of the parties are residents of the District of St. Croix, U.S. Virgin Islands, and the cause(s) of action arose in said District, pursuant to 4 VIC § 78.
4. A trial by jury is demanded pursuant to 4 VIC § 80.

III. THE PARTIES

5. Plaintiff United Corporation is a duly organized Virgin Islands Corporation since January of 1979, and is authorized to conduct business in the Virgin Islands. Plaintiff is *sui juris*.
6. Plaintiff is owned completely in various shares by Fathi Yusuf, Fawzia Yusuf, Maher Yusuf, Nejah Yusuf, Zayed Yusuf, and Yusuf Yusuf, hereinafter collectively referred to as the “Yusuf Family”.
7. Defendant Waleed Hamed is a natural person and is a resident of the U.S. Virgin Islands. Defendant Hamed is *sui juris*. At all times relevant to this action, Defendant Hamed has been an employee and agent of Plaintiff United.
8. Defendants John Doe 1 to 10, upon information, are employees, family, friends, and agents of Defendant Hamed who have participated and/or assisted defendant Waleed Hamed with the defalcation, conversion, and concealment of substantial assets that are the sole property of Plaintiff United. John Does 1 to 10 are natural persons and are each *sui juris*.

IV. FACTS

9. Plaintiff United was organized and authorized to conduct business in the U.S. Virgin Islands on January 15th, 1979 by its then shareholders Fathi Yusuf and his family. Plaintiff United has always been owned wholly in various percentage shares by the various members of the Yusuf family.

10. The Corporate officers of Plaintiff United have always been members of the Yusuf family.

11. Sometime in 1986, Plaintiff United, through its shareholder and then President, Fathi Yusuf, entered into an oral agreement, whereby Plaintiff United and Defendant Hamed's father, Mohammed Hamed, agreed to operate a grocery store business.

12. As a result of this oral agreement, Plaintiff United agreed to rent a portion of its real property, United Shopping Plaza, to this supermarket joint venture.

13. United Shopping Plaza is located on the Island of St. Croix, U.S. Virgin Islands.

14. In 1986, the joint venture resulted in the first supermarket store being opened. United began using the trade name "Plaza Extra" and the first supermarket in this joint venture was named Plaza Extra Supermarket. Since 1986, two additional stores opened in the U.S. Virgin Islands; the second in Tutu Park, St. Thomas; the third in Grove Place, St. Croix.

15. In 1986, Plaintiff United hired Waleed Hamed as an employee, and assigned him managerial duties at the Plaza Extra supermarket located in Sion Farm, St. Croix, U.S. Virgin Islands. Defendant Hamed managed and collected significant cash and other assets on behalf of Plaintiff United during the course of his employment.

16. In 2003, Plaintiff United, its shareholders Fathi Yusuf, Maher Yusuf, and Defendant Hamed, and the Defendant's brother Waheed Hamed were indicted in the case of *U.S. v United Corporation*, case no. 15-cr-2005 (D.V.I.).

17. During nine years of criminal proceedings, the U.S. Department of Justice and federal law enforcement (collectively the "U.S. Government"), gathered *significant financial documents*, including but not limited to tax returns, financial ledgers, accounting records, and various other documents concerning the parties herein. Prior to the release of the documents in October of 2011 to Plaintiff United, none of the officers of Plaintiff United had any actual or constructive knowledge of Defendant Hamed's conduct.

Defendant's Acquisition of Substantial Securities through Defalcation of Plaintiff's Assets

18. During a search of the documents and files delivered by the U.S. Government, Plaintiff United reviewed documents comprising tax returns for Defendant Hamed. An examination of Defendant Hamed's tax returns revealed the following significant assets:

- a. **Tax Year 1992 (Stocks & Investments)\$ 408,572.00**
- b. **Tax Year 1993 (Stocks & Investments)\$7,587,483.00**

19. The detailed stock acquisitions, which were listed meticulously by date of acquisition, price and number of shares purchased, could only have been acquired by Defendant Hamed through his unlawful access to monies and other properties belonging to Plaintiff United. Defendant Hamed never held any other employment since 1986, other than through his employment with Plaintiff United.

20. Defendant Hamed also never had any other significant source of income, business operations, investments, etc., prior to or during his employment tenure with Plaintiff United.

21. The income tax returns for the years 1992 and 1993 reflect substantial assets that upon information and belief derived from the unlawful conversion and unauthorized access to funds and monies belonging to Plaintiff United. Plaintiff United never provided Defendant Hamed remuneration of more than \$35,000 for a yearly salary.

22. In 1993, Defendant Hamed's personal income tax return showed a loss of \$394,382.00. Plaintiff United, through its Treasurer, inquired of Defendant Hamed where he obtained the money in 1992 to sustain a personal loss of \$394,000 in his equity portfolio.

23. Defendant Hamed replied that the significant stocks listed in the schedules attached to his joint tax return was that of "Hamdan Diamond" – an unrelated corporation - that the Certified Public Accountant that had prepared Defendant Hamed's 1993 income tax return had made a "mistake" and that Defendant Hamed "would get to the bottom of it."

24. To date, Defendant Hamed has offered no evidence of the "mistake" he claimed was attributed to the Certified Public Accountant.

25. Further, upon information, such losses were unlikely to be a "mistake" because Defendant Hamed "carried forward" those losses on his personal income tax returns through 1999.

26. An examination of Defendant Hamed's personal tax returns revealed that Defendant Hamed's stock purchases between 1991 and 1996 totaled more than \$7 Million.

27. In October of 2011, a review of the U.S. Government records and files further revealed the following defalcation of funds:

- a. Loans totaling \$430,500.00, approved by Defendant Hamed, presumably repaid to Defendant Hamed.
- b. Payments made with respect to the construction of Defendant Hamed's home amounting to \$481,000.00.

- c. Six checks totaling \$135,000, drawn on the operating account of Plaintiff United's Plaza Extra supermarket, and made payable to "Waleed Hamed" personally.

28. To this date, Defendant Hamed refuses to explain and account for any of the aforementioned funds

V. CAUSES OF ACTION

FIRST CAUSE OF ACTION BREACH OF FIDUCIARY DUTIES

29 Plaintiff incorporates paragraphs 1 through 28 inclusive as if fully set forth verbatim herein.

30. As an agent and employee of Plaintiff United, a corporate entity, Defendant Hamed owes fiduciary duties to the entity. Included in the fiduciary duty is the duty of loyalty. Not only is it Defendant Waleed Hamed's duty to properly manage the business affairs of the Plaza Extra Supermarket stores for the benefit of Plaintiff United, he is not permitted to place himself in a position where it would be for his own benefit to violate the duty.

31. Defendant Waleed Hamed has breached the following duties (the list of duties violated by Defendant Hamed, below is not intended to be an exhaustive or exclusive list):

- a. Duty of Loyalty
- b. Duty of good faith and candor;
- c. Duty to manage the day-to-day operations of Plaintiff United's Plaza Extra supermarket for the benefit of United;
- d. Duty of full disclosure of all matters affecting his employer Plaintiff United;

- e. Duty to refrain from self-dealing, and/or general prohibition against the fiduciary using his relationship to benefit his personal interest; and
- f. Duty to manage any funds, assets, and/or property belonging to Plaintiff United by virtue of its operation of the Plaza Extra Supermarket stores in accordance with applicable laws.

**SECOND CAUSE OF ACTION
CONSTRUCTIVE TRUST/RECOUPMENT**

32. Plaintiff incorporates paragraphs 1 through 31 as if fully set forth verbatim herein.,
33. As an agent and employee of Plaintiff United, Defendant Hamed owes numerous fiduciary duties to Plaintiff United and its shareholders. Not only is it Defendant Hamed's duty to properly manage the business affairs of the Plaza Extra Supermarket stores for the benefit of Plaintiff United, but Defendant Hamed also is not permitted to place himself in a position where it would be for his own benefit to violate the duty.
34. Defendant Hamed has engaged in systemic misappropriation of substantial and valuable assets of Plaintiff United causing substantial injury to Plaintiff United. As a result, Plaintiff United has sustained significant financial injury.
35. As such, a constructive trust should be imposed to gather and account for all assets misappropriated by Defendant Hamed that belongs to Plaintiff United.

**THIRD CAUSE OF ACTION
CONVERSION**

36. Plaintiff re-incorporates paragraphs 1 through 35 inclusive as if fully set forth verbatim herein.

37. Defendant Waleed Hamed has knowingly converted substantial funds and assets belonging to Plaintiff United. Plaintiff never consented or agreed to Defendant Hamed's unauthorized use of its funds and assets. As such, Defendant Hamed is liable for conversion.

**FOURTH CAUSE OF ACTION
BREACH OF CONTRACT**

38. Plaintiff incorporates paragraphs 1 through 37 inclusive as if fully set forth verbatim herein.

39. Defendant was an at-will employee of Plaintiff United.

40. As an at-will employee of Plaintiff United, Defendant Hamed had a contractual duty to act in good faith, and to properly manage the business affairs of the Plaza Extra Supermarket stores for the benefit of Plaintiff United.

41. Defendant Hamed has breached his contractual duties to Plaintiff United, causing Plaintiff substantial economic and financial harm. As a result, Defendant Hamed is liable to Plaintiff for breach of contract.

**SIXTH CAUSE OF ACTION
ACCOUNTING**

42. Plaintiff incorporates paragraphs 1 through 41 inclusive as if fully set forth verbatim herein.

43. As agent and employee of Plaintiff United, Defendant Hamed was under full contractual obligation and other fiduciary duties to perform his functions as a manager with competence, integrity, and honesty to Plaintiff United Corporation and its shareholders. Defendant Hamed was not permitted to place himself in a position where it would be for his own benefit to violate the duty.

44. Defendant Hamed has breached his employment contractual agreement with Plaintiff United by mismanaging, misappropriating, and converting funds, monies, and other valuables to his personal use. As a result, Plaintiff United has sustained substantial financial damages.

45. As such, Plaintiff United is entitled a full accounting of all monies, funds, and assets unlawfully appropriated by Defendant Hamed.

VI. RELIEF REQUESTED

Wherefore, Plaintiff United Corporation, and its shareholders, respectfully pray for the following relief:

- a. Actual and compensatory damages to be determined at trial.
- b. Punitive damages for the intentional defalcation of funds and damages caused to Plaintiff United Corporation.
- c. A complete accounting and constructive trust of all funds, assets, opportunities, and other valuables converted and or misappropriated by Defendant Hamed.
- d. Costs of all professional fees that may be required for the audit and investigation of this matter.
- e. A return of all documents, including but not limited to electronically stored information, belonging to Plaintiff United in the possession (both actual and constructive) of Defendant Hamed.
- f. A Restraining Order precluding Defendant Hamed from:
 - i. Physically returning, or attempting to return, to any of the Plaza Extra supermarket stores;

- ii. Accessing, or attempting to access, any bank accounts belonging to United Corporation for any purpose;
- iii. Contacting, or attempting to contact, any employee of Plaintiff United concerning the operations and management of the Plaza Extra Supermarkets;
- iv. Preclude Defendant Hamed from contacting any business associates of Plaintiff United;
- v. Preclude Defendant Hamed from representing to third-parties that he is an employee of Plaza Extra;
- vi. Accessing, or attempting to access, any of Plaintiff United's, including but not limited to the Plaza Extra Supermarkets, books, records, and information regarding as to location or manner of storage;
- vii. Attorneys fees, court costs, and any other relief the court deems equitable.

Date: January 8, 2013

Respectfully Submitted,

DeWood Law Firm
Counsel for Plaintiff United

By: 

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Christiansted, V.I. 00820
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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- 370

ACTION FOR DAMAGES
INJUNCTIVE AND
DECLARATORY RELIEF
JURY TRIAL DEMANDED

AFFIDAVIT OF MOHAMMAD HAMED

Mohammed Hamed, duly sworn, hereby avers as follows:

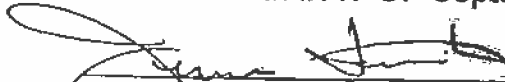
1. I am an adult resident of St. Croix and am personally knowledgeable about each fact set forth in this affidavit.
2. In the 1980's, I entered into a partnership with Fahti Yusuf in the 1980's to operate a supermarket known as Plaza Extra, located in the United Shopping Center located on the east end of St. Croix. The partnership has since expanded to tow other locations in the Virgin Islands, operating the Plaza Extra supermarket on the west end of St. Croix at Estate Plessen (Grove Place) and the Plaza Extra supermarket on St. Thomas located at the Tutu Park Mall.
3. Since the formation of this partnership, I have always shared equally with Fathi Yusuf in the 50/50 distribution of profits by the partnership.
4. I have given my son, Waleed Hamed, a power of attorney to act on my behalf in all aspects of the Plaza partnership business I have with Fathi Yusuf.
5. I have reviewed the affidavit signed by my son, Waleed Hamed, in support of the request for a temporary restraining order filed in this case. All of the statements contained in his affidavit are true and correct to the best of my knowledge.

Dated: September 17 , 2012


Mohammad Hamed



SWORN AND SUBSCRIBED TO BEFORE
ME THIS 17th DAY OF September, 2012



NOTARY PUBLIC

NOTARY PUBLIC
JERRI FARRANTE
Commission Exp: August 26, 2015
NP 078-11

**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-370

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

AFFIDAVIT OF WALEED HAMED A/K/A WALLY HAMED

Waleed Hamed, a/k/a Wally Hamed, duly sworn, hereby avers as follows:

1. I am an adult resident of St. Croix and am personally knowledgeable about each fact set forth in this affidavit.
2. I am also known by most people as Wally Hamed.
3. My father, Mohammad Hamed, entered into a partnership with Fathi Yusuf in the 1980's to operate a supermarket known as Plaza Extra, located in the United Shopping Center located on the east end of St. Croix.
4. The partnership has since expanded to two other locations in the Virgin Islands, operating the Plaza Extra supermarket on the west end of St. Croix at Estate Plessen (Grove Place) and the Plaza Extra supermarket on St. Thomas located at the Tutu Park Mall.
5. My father has given me a power of attorney to act on his behalf in all aspects of the Plaza partnership business he has with Fathi Yusuf.
6. The partnership between Hamed and Yusuf currently operates the same three Plaza supermarket locations, currently employing in excess of 600 employees in the three stores.
7. Since its formation, the three Plaza Extra supermarkets have been managed jointly by my father with Fathi Yusuf, operating as a partnership with separate accounting records and separate bank accounts for each of the three stores, even though the partnership utilized the corporate entity of United Corporation ("United") for the reporting of tax obligations.



8. United owns additional assets other than the three Plaza supermarkets that my father does not have an interest in.
9. The bank accounts for the three Plaza Extra supermarkets, placed in the name of United, have always been accessible equally to my father and Fathi Yusuf, with the parties agreeing in 2010 that one family member from each of the Hamed and Yusuf families will sign each check written on these bank accounts. 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:	04xxxxxxxx	Bank of Nova Scotia (BNS)
Credit Card Acct:	1xxxxxxxx	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)

10. The accounts for United's shopping center operations and business operations that are unrelated to the three Plaza Extra supermarket stores are maintained separately by Fathi Yusuf and United. My father 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.
11. 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 current brokerage accounts holding these profits, well in excess of several million dollars, are:

Popular Securities

PSx-xxxx22

PSx-xxxx63

PSx-xxxx60
PSx-xxxx79
PSx-xxxx01
PSx-xxxx10
PSx-xxxx28
PSx-xxxx36

Merrill Lynch
14X-XXXXX

12. At all times relative hereto, my father and Fathi Yusuf have equally shared the profits distributed from the three Plaza supermarkets.
13. In this regard, my father and Fathi Yusuf have also maintained records of all 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. Fathi Yusuf has repeatedly confirmed the existence of this partnership between himself and my father, including statements made under oath. See Exhibit A.
15. On February 10, 2012, Fathi Yusuf's attorney, Nizar DeWood ("DeWood"), informed me, as the agent for my father, that Fathi Yusuf wanted to dissolve the partnership, which he again mentioned in a follow up letter. See Group Exhibit B The letter stated that Mr. 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).

The letter then discussed each partner getting their own store from the partnership.

16. DeWood then sent a proposed partnership dissolution agreement on behalf of Fathi Yusuf on March 13, 2012, to me, regarding Yusuf's request to dissolve 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**

- 17. All interested parties subsequently met on numerous occasions to try to address the division of the partnership assets, including the three Plaza Extra Stores and the 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.**
- 18. As these discussions progressed, Fathi Yusuf began to engage in, and continues to engage in, numerous acts in breach of his obligations as a partner in his partnership with Hamed. These acts are clearly designed to undermine the partnership's operations, jeopardizing their continued success and existence. These acts include but are not limited to the following acts:**
 - a) Threatening to terminate the Hamed family employees in the three Plaza Extra stores;**
 - b) 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;**
 - c) 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.**
 - d) Threatening to close down the Plaza Supermarkets;**
 - e) Threatening the Hamed family members working in the Plaza supermarkets with physical harm, trying to intimidate them into leaving the stores;**
 - f) Unilaterally canceling orders placed with vendors and not ordering new inventory for the three Plaza supermarkets;**


- g) 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; and
 - h) Spending funds from the bank accounts of the three Plaza supermarkets to support his other personal business interests unrelated to the three Plaza supermarkets.
19. Finally, on or about August 20, 2012, Fathi Yusuf indicated he wanted to withdraw \$2.7 million from the partnership, which my father (through me) refused to agree to. See Exhibit D. Thereafter, 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 my father and Mr. Yusuf. See Exhibit E.
20. Despite repeated demands, Fathi Yusuf has not returned these funds to the Plaza Extra bank accounts from which they were withdrawn.
21. If the partnership's operations are not secured immediately, the continued operation of the three Plaza stores will be in jeopardy, as well as the continued employment of its 600 plus employees, resulting in irreparable harm to these partnership assets.
22. Indeed, Plaza is in serious jeopardy of losing customers to other stores, losing employees due to moral problems, losing supplies, and otherwise losing its goodwill, which it has built up over past 25 years.
23. The Hamed family has operated this partnership for over 25 years and wants to continue these businesses into the future for its current family members.
24. Yusuf has extensive investments overseas, so that he can easily remove these significant assets beyond the jurisdiction of this Court if the relief sought is not granted, as he has done with other profits received by him over the past 25 years.

Dated: September 18, 2012



Waleed Hamed a/k/a Wally Hamed

SWORN AND SUBSCRIBED TO BEFORE
ME THIS 18th DAY OF September, 2012



NOTARY PUBLIC
NOTARY PUBLIC
JERRI FARRANTE
Commission Exp: August 26, 2015
NP 078-11

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

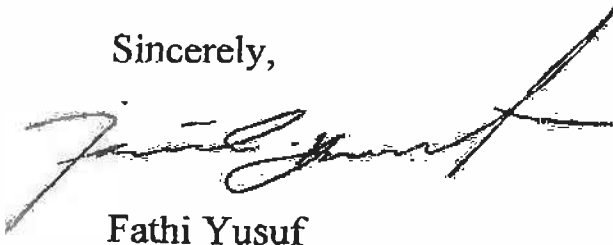
January 12, 2012

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



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

January 13, 2012

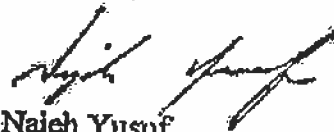
Mr. Mohamed Hamed,

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

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

April 4, 2012

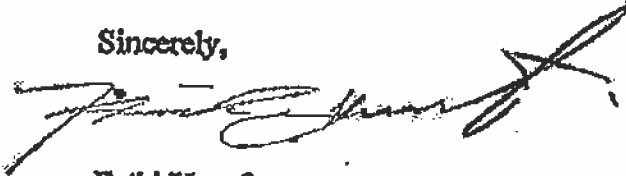
Mohammad Abdul Qader Hamed
Plaza Extra Supermarket
4-C & 4-D Estate Sion Farm
Christiansted, VI 00820

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		<u>\$ 8,500.00</u>
	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

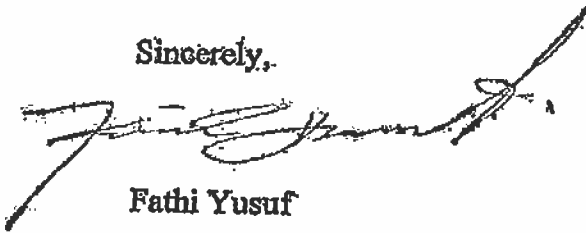
Mohammad Abdul Qader Hamed
Plaza Extra Supermarket
4-C & 4-D Estate Sion Farm
Christiansted, VI 00821

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

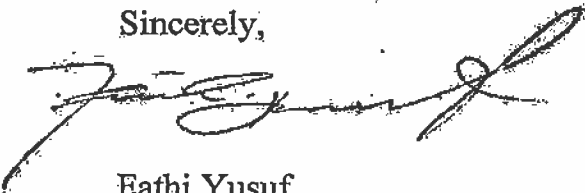
Mohammad Abdul Qader Hamed
Plaza Extra Supermarket
4-C & 4-D Estate Sion Farm
Christiansted, VI 00821

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

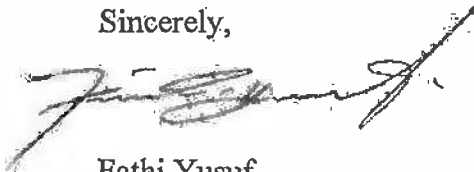
Mohammad Abdul Qader Hamed
Plaza Extra Supermarket
4-C & 4-D Estate Sion Farm
Christiansted, VI 00821

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

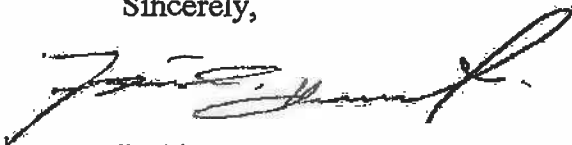
Mohammad Abdul Qader Hamed
Plaza Extra Supermarket
4-C & 4-D Estate Sion Farm
Christiansted, VI 00821

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		\$ 18,996.14
	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

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

October 1, 2012

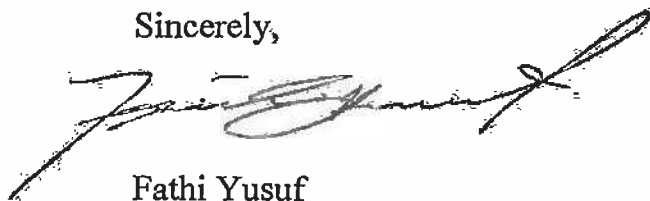
Mohammad Abdul Qader Hamed
Plaza Extra Supermarket
4-C & 4-D Estate Sion Farm
Christiansted, VI 00821

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

Rent due for Plaza Extra – East, January 1, 2012 through Sept. 30, 2012	Balance Due	\$2,168,609.80
ADD: 1% interest on outstanding Balance		<u>\$ 21,686.10</u>
	Amount Due	\$2,190,295.90
October 2012 Rent currently due:		<u>\$250,000.00</u>
	Total Balance due October 1, 2012	<u>\$2,440,295.90</u>

Please forward a check immediately.

Sincerely,



Fathi Yusuf

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

November 1, 2012

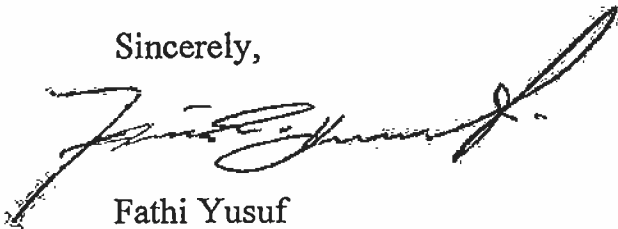
Mohammad Abdul Qader Hamed
Plaza Extra Supermarket
4-C & 4-D Estate Sion Farm
Christiansted, VI 00821

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

Rent due for Plaza Extra – East, January 1, 2012 through Oct. 31, 2012	Balance Due	\$2,440,295.90
ADD: 1% interest on outstanding Balance		<u>\$ 24,402.96</u>
	Amount Due	\$2,464,698.86
November 2012 Rent currently due:		<u>\$250,000.00</u>
	Total Balance due November 1, 2012	<u>\$2,714,698.86</u>

Please forward a check immediately.

Sincerely,



Fathi Yusuf

UNITED CORPORATION

4C & 4D Sion Farm

St. Croix, USVI 00821

Phone (340) 778-6240

December 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 December 1, 2012

Rent due for Plaza Extra – East

January 1, 2012 through November 30, 2012 Balance Due \$2,714,698.86

ADD: 1% interest on outstanding Balance \$ 27,146.99

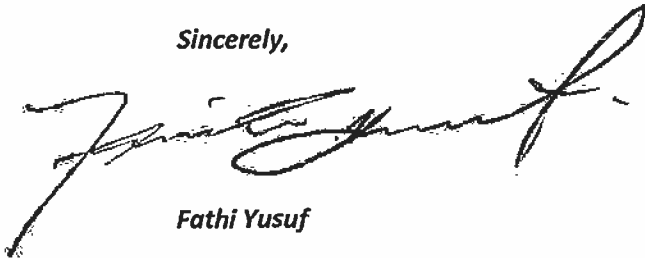
Amount Due \$2,741,845.85

December 2012 Rent currently due: \$250,000.00

Total Balance due December 1, 2012 \$2,991,845.85

Please forward a check immediately.

Sincerely,



Fathi Yusuf

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

January 1, 2013

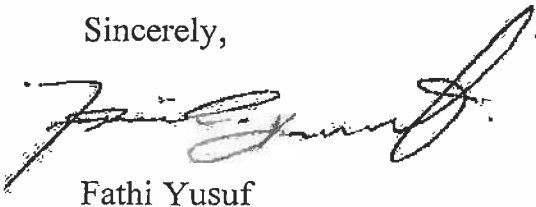
Mohammad Abdul Qader Hamed
Plaza Extra Supermarket
4-C & 4-D Estate Sion Farm
Christiansted, VI 00821

Statement of Rent due for Plaza Extra – East as of January 1, 2013

Rent due for Plaza Extra – East, January 1, 2012 through Dec. 31, 2012	Balance Due	\$2,991,845.85
ADD: 1% interest on outstanding Balance		<u>\$ 29,918.46</u>
	Amount Due	\$ 3,021,764.31
January 2013 Rent currently due:		<u>\$ 250,000.00</u>
	Total Balance due January 1, 2013	<u>\$ 3,271,764.31</u>

Please forward a check immediately.

Sincerely,



Fathi Yusuf

Rent

United Corporation dba Plaza Extra

Tutu Park Store Sales:

1-1-2004 to 12-31-2004	32,323,902.88
Less: 1-1-2004 to 5-4-2004	<u>-10,849,029.02</u>
Sales 5-5-2004 to 12-31-2004	<u>21,474,873.86</u>

Tutu Park Store:

Paid Rent, Water, & Property Tax	263,577.53
Paid 1.5% Overage	<u>71,914.23</u>
5-5-2004 to 12-31-2004	335,491.76

1-1-2005 to 12-31-2005	515,361.54
1-1-2006 to 12-31-2006	590,533.60
1-1-2007 to 4-1-2007	255,699.33
4-2-2007 to 12-3-2007	468,689.55
1-3-2008 to 12-5-2008	540,180.12
1-5-2009 to 12-10-2009	529,799.66
1-6-2010 to 12-3-2010	527,565.40
1-1-2011 to 12-31-2011	<u>541,175.61</u>

Rent, etc. 5-5-2004 to 12-31-2011	4,304,496.57
Parking Lot Cleaning	<u>126,000.00</u>
Total Amount Paid	<u>4,430,496.57</u> a

Tutu Park Store Sales:

5-5-2004 to 12-31-2011	261,474,323.91
Portion of Sales - Rented building	<u>217,895,269.93</u> b
Portion of Sales - Area built by Plaza	43,579,053.98

Total Paid as a % of Sales (Rented Bldg.) = a/b 2.0333147073%

Sion Farm Sales:

Sion Farm Sales 5-5-2004 to 12-31-2011	273,884,222.70
Less: R/X	<u>-7,874,897.13</u>
	<u>266,009,325.57</u>

Calculated Rent as a % of Sales Sion Farm \$ 5,408,806.74



PLAZA EXTRA ST. THOMAS

Store Sales

Start Date: 5/5/2004 End Date: 12/31/2011

Departments	Sales	%	Open Dept Sales	Cost of Sales	Gross Margin	Items	Avg Price	Avg Order	Customers
GROCERY	\$67,957,416.58	25.99%	\$5,086,369.33	671,322,425.36	%29,230	1,927,159.83	\$2.35	5.62	5,150,625
MEAT	\$19,883,275.28	7.60%	\$2,761,087.99	\$907,458.67	%	82,703,376.29	\$1.35	11.97	1,228,089
PRODUCE	\$36,813,345.19	14.08%	\$1,626,346.78	\$1,399,428.25	%	92,239,536.28	\$1.30	7.81	3,617,073
DAIRY	\$30,279,295.92	11.58%	\$478,376.70	818,817,078.12	%(5,908)	1,612,257.94	\$2.85	3.39	3,132,495
FROZEN FOOD	\$11,243,995.42	4.30%	\$332,373.49	\$5,229,011.67	%	51,633,650.85	\$4.27	2.17	1,211,009
SEAFOOD	\$2,660,656.29	1.02%	\$326,795.12	\$174,074.09	%	81,014,112.03	\$1.32	8.82	228,482
DELI	\$1,225,248.72	0.47%	\$209,976.25	\$26,748.55	%	81,071,285.31	\$1.14	3.85	277,949
BAKERY	\$5,862,285.49	2.24%	\$338,956.66	\$136,282.33	%	92,526,252.79	\$1.06	3.98	1,389,669
BREAD/MILK	\$5,277,473.87	2.02%	\$349,875.43	\$3,862,680.89	%	20,899,199.04	\$2.78	1.43	1,332,327
LIQUOR	\$6,171,636.90	2.36%	\$393,324.36	\$3,865,140.15	%	31,625,704.44	\$9.86	2.00	313,241
BEER/WINE	\$4,589,647.47	1.76%	\$365,551.22	\$2,923,218.76	%	28,605,354.08	\$7.58	1.53	394,856
TOBACCO	\$1,789,767.40	0.68%	\$135,661.43	\$1,037,755.96	%	34,287,099.84	\$6.23	1.45	197,968
NON-FOOD	\$16,351,119.95	6.25%	\$2,411,101.01	\$7,381,599.79	%	40,345,248.16	\$3.06	2.68	1,996,323
GENERAL MERCHANDSE	\$634,435.77	0.24%	\$28,566.98	\$268,994.96	%	53,183,545.33	\$3.46	1.42	129,157
HBA	\$2,670,634.68	1.02%	\$60,958.85	\$1,369,015.74	%	46,611,819.27	\$4.37	1.58	386,238
NOT USED	\$1,173.86	0.00%	\$0.00	\$697.42	%	41,134.00	\$8.76	1.03	130

Start Date: 5/5/2004

End Date: 12/31/2011

Departments	Sales	%	Open Dept Sales	Cost of Sales	Gross Margin	Items	Avg Price	Avg Order	Customers
HOT DELI	\$2,571,991.02	0.98%	\$1,116,693.15	\$309.87 %	57	515,860.05	\$4.99	1.27	405,579
VALUE PACK F/S	\$22,653,413.69	8.66%	\$1,413,136.72	\$11,449,940.59 %	43	,006,846.11	\$7.53	2.03	1,479,390
VALUE PACK NON F/S	\$8,065,744.60	3.08%	\$203,280.98	\$5,036,901.76 %	35	583,440.81	\$13.82	1.50	389,152
WIC	\$10,298,613.60	3.94%	\$43,326.66	\$6,041,565.81 %	41	,068,726.83	\$2.53	3.69	1,103,143
PERKY'S PIZZA	\$676,831.03	0.26%	\$26,441.94	\$147.22 %	96	441,356.00	\$1.53	1.66	265,906
INDIAN FOOD	\$938,212.96	0.36%	\$0.00	\$431,183.80 %	54	261,068.50	\$3.59	3.04	85,895
VP-FROZEN	\$2,237,265.54	0.86%	\$0.00	\$793,042.89 %	65	214,430.75	\$10.43	1.57	136,553
VP-DAIRY	\$503,317.50	0.19%	\$0.00	\$279,143.79 %	45	62,199.00	\$8.09	1.21	51,225
A New Department	\$117,525.18	0.04%	\$0.00	\$0.00 %	100	16,175.67	\$7.27	1.49	10,891

Total Sales: \$261,474,323.91 100.00% ; \$17,708,201.05 ; \$542,753,846.44 ; 1,455,839.23 ; \$2.33 ; 13.72 ; 8,196,865

Tax A: \$0.00
 Tax B: \$0.00
 Tax C: \$0.00
 Tax D: \$0.00
 Total Tax: \$0.00

Total: \$261,474,323.91

PLAZA EXTRA

Store Sales

Start Date: 5/5/2004 End Date: 12/31/2011

Departments	Sales	%	Open Dept Sales	Cost of Sales	Gross Margin	Items	Avg Price	Avg Order	Customers
GROCERY	\$77,540,325.72	28.31%	\$4,806,798.08	\$4,043,964.22	43.57%	1,760,700.68	\$2.30	\$15.65	4,956,147
MEAT	\$22,761,154.20	8.31%	\$1,179,843.69	\$1,230,369.19	89.36%	1,386,379.45	\$2.19	\$16.82	1,353,040
PRODUCE	\$28,378,889.93	10.36%	\$2,943,367.73	\$6,491,623.13	-155.51%	1,871,107.18	\$1.36	\$9.52	2,980,801
DAIRY	\$29,542,512.11	10.79%	\$273,103.80	\$4,762,566.27	49.56%	1,140,260.44	\$3.23	\$10.64	2,775,806
FROZEN FOOD	\$12,078,722.66	4.41%	\$261,739.66	\$6,266,467.92	46.97%	835,067.75	\$4.26	\$9.03	1,337,854
SEAFOOD	\$2,421,797.17	0.88%	\$1,035,669.05	\$420,156.79	69.69%	602,705.42	\$4.02	\$13.36	181,235
DELI	\$1,773,285.42	0.65%	\$416,881.84	\$5,767.35	99.57%	260,751.42	\$1.41	\$5.35	331,206
BAKERY	\$2,662,685.92	0.97%	\$1,316,401.22	\$134,539.22	90.01%	155,401.45	\$2.30	\$3.51	757,905
BREAD/MILK	\$5,421,464.27	1.98%	\$238,710.51	\$4,177,357.29	19.40%	864,906.08	\$2.91	\$4.10	1,321,329
LIQUOR	\$6,952,529.45	2.54%	\$296,242.04	\$4,492,928.94	32.50%	702,191.25	\$9.90	\$19.28	360,642
BEER/WINE	\$7,422,912.78	2.71%	\$69,488.85	\$5,455,196.79	26.81%	627,692.88	\$11.83	\$19.66	377,633
TOBACCO	\$2,845,895.93	1.04%	\$33,405.17	\$2,005,365.13	28.70%	363,991.45	\$7.82	\$12.27	231,920
NON-FOOD	\$22,926,850.00	8.37%	\$2,129,456.93	\$19,201,091.34	1800.62%	826,615.04	\$3.36	\$9.22	2,487,383
GENERAL MERCHANDISE	\$264,597.39	0.10%	\$36,233.96	\$106,810.92	53.23%	68,306.50	\$3.87	\$5.11	51,826
HBA	\$4,172,337.02	1.52%	\$54,178.02	\$2,130,102.56	48.28%	826,418.08	\$5.05	\$8.42	495,289
RX	\$7,874,897.13	2.88%	\$7,874,321.54	\$328.19	42.98%	380,308.01	\$20.71	\$33.85	232,656
HOT DELI	\$1,785,689.41	0.65%	\$84,832.86	\$122.00	99.99%	922,656.51	\$1.94	\$5.18	344,873
VALUE PACK	\$20,760,953.14	7.58%	\$63,110.08	\$12,713,898.15	38.57%	551,704.67	\$8.14	\$15.65	1,326,211

Start Date: 5/5/2004 End Date: 12/31/2011

Departments	Sales	%	Open Dept Sales	Cost of Sales	Gross Margin	Items	Avg Price	Avg Order	Customers
CAKES	\$166,896.53	0.06%	\$0.00	\$10,126.10	93.94%	10,516.95	\$16.88	\$16.85	9,911
PERKYS PIZZA	\$2,083,272.73	0.76%	\$1.06	\$13,724.12	99.34%	1,117,209.57	\$1.86	\$3.18	654,206
VALUE PACK NON FOOD	\$5,539,945.84	2.02%	\$25.98	\$3,274,002.15	40.90%	447,872.00	\$12.37	\$17.52	316,228
CHRISTMAS	\$14,755.86	0.01%	\$0.00	\$1,611.35	89.08%	4,496.67	\$3.28	\$7.79	1,894
SPRING	\$5,009.57	0.00%	\$0.00	\$2,670.32	46.70%	2,080.00	\$2.41	\$2.96	1,695
VALENTINE	\$4,071.84	0.00%	\$0.00	\$1,431.67	64.84%	851.00	\$4.78	\$7.08	575
SUMMER	\$1,393.85	0.00%	\$0.00	\$657.69	52.82%	277.00	\$5.03	\$8.30	168
OLD STUFF	\$292.28	0.00%	\$0.00	\$103.07	64.74%	126.00	\$2.32	\$2.52	116
EASTER	\$149.68	0.00%	\$0.00	\$73.85	50.66%	75.00	\$2.00	\$3.40	44
DOLLAR DAYS	\$845.30	0.00%	\$0.00	\$284.70	66.32%	398.00	\$2.12	\$2.44	346
FROZEN VALUE PK	\$6,580,217.34	2.40%	\$0.00	\$3,660,361.55	44.37%	549,764.30	\$11.97	\$17.71	371,584
ANIMAL FEED	\$6,187.07	0.00%	\$0.00	\$3,965.32	35.91%	457.00	\$13.54	\$14.22	435
FRITO LAY	\$10,446.58	0.00%	\$0.00	\$4,963.25	52.49%	2,032.00	\$5.14	\$6.24	1,675
DAIRY VALUE PK	\$1,517,686.38	0.55%	\$0.00	\$924,137.84	39.11%	190,391.00	\$7.97	\$9.30	163,187
SEAFOOD VALUE PK	\$131,056.04	0.05%	\$3.99	\$16,486.79	87.42%	7,497.00	\$17.48	\$23.66	5,539
WICABLE	\$132,444.88	0.05%	\$0.00	\$78,600.04	40.65%	6,068.00	\$21.83	\$47.32	2,799
HBA VALUE PK	\$67,249.99	0.02%	\$0.00	\$36,825.13	45.24%	5,207.00	\$12.92	\$14.75	4,558
VIDEO	\$33,709.73	0.01%	\$0.00	\$7,122.09	78.87%	2,537.00	\$13.29	\$18.00	1,873
Total Sales:	\$273,884,221.14	100.00%	\$33,873,817.15	187,175,792.42		495,019.76	\$2.81	\$33.73	8,120,300
Tax A:	\$1.56								
Tax B:	\$0.00								
Tax C:	\$0.00								

Start Date: 5/5/2004

End Date: 12/31/2011

Departments	Sales	%	Open Dept Sales	Cost of Sales	Gross Margin	Items	Avg Price	Avg Order	Customers
Tax D:									
Total Tax:	\$0.00								
	\$1.56								
Total:	\$273,884,222.70								

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Tutu Park, Ltd.

Tenant Payment List

04/01/2007 To 09/22/2011

Transaction Date	Account #	Tenant Name	Payment Description	Check #	Total Payment Amount
08/05/2009	1000	Plaza Extra	Water	17651	2,707.40
08/31/2009	1000	Plaza Extra	Sept. rent	17674	30,359.38
08/31/2009	1000	Plaza Extra	Water	17675	3,268.97
10/02/2009	1000	Plaza Extra	Oct. rent	32126	3,150.74
10/02/2009	1000	Plaza Extra	Oct. rent	32125	30,359.38
11/02/2009	1000	Plaza Extra	Nov. rent	32279	30,359.38
11/02/2009	1000	Plaza Extra	water	32278	2,132.80
11/09/2009	1000	Plaza Extra	Payment from Plaza Ext	32308	138,554.98
12/10/2009	1000	Plaza Extra	Dec. rent	32438	30,359.38
01/06/2010	1000	Plaza Extra	Jan. rent	17772	30,359.38
02/03/2010	1000	Plaza Extra	Feb rent	32735	30,359.38
02/03/2010	1000	Plaza Extra	Water bill	32736	3,238.29
03/08/2010	1000	Plaza Extra	water	32885	2,848.18
03/08/2010	1000	Plaza Extra	Mar. rent	32865	30,359.38
04/06/2010	1000	Plaza Extra	Apr. rent	33001	30,359.38
04/06/2010	1000	Plaza Extra	water	33002	2,610.31
05/08/2010	1000	Plaza Extra	May rent	33139	30,359.38
05/08/2010	1000	Plaza Extra	water	33151	4,291.70
06/02/2010	1000	Plaza Extra	June rent	33276	30,359.38
06/02/2010	1000	Plaza Extra	Water bill	33277	3,282.99
07/01/2010	1000	Plaza Extra	July rent	33440	30,359.38
07/01/2010	1000	Plaza Extra	water	33441	2,725.07
08/02/2010	1000	Plaza Extra	Water bill	33561	2,555.10
08/02/2010	1000	Plaza Extra	Water bill	33560	2,642.19
08/02/2010	1000	Plaza Extra	Water bill	33563	2,103.09
08/02/2010	1000	Plaza Extra	Aug. rent	33562	30,659.76
09/02/2010	1000	Plaza Extra	Sept. rent	33702	30,059.00
09/02/2010	1000	Plaza Extra	Water bill	33704	2,417.93
09/28/2010	1000	Plaza Extra	Oct. rent	33866	30,359.38
09/28/2010	1000	Plaza Extra	Water	33864	2,014.59
11/03/2010	1000	Plaza Extra	Nov. rent	30905	30,359.38
11/03/2010	1000	Plaza Extra	Payment from Plaza Ext	30904	2,252.61
11/29/2010	1000	Plaza Extra	'09 - '10 Overage Paym	31029	128,554.70
12/03/2010	1000	Plaza Extra	Dec. rent	31069	30,359.38
12/03/2010	1000	Plaza Extra	water	31068	1,916.11
01/04/2011	1000	Plaza Extra	Jan. rent	31217	30,359.38
01/04/2011	1000	Plaza Extra	water	31208	2,880.54
02/01/2011	1000	Plaza Extra	water	31364	2,053.80
02/01/2011	1000	Plaza Extra	Feb. rent	31365	30,359.38
02/28/2011	1000	Plaza Extra	Mar. rent	31502	30,359.38
02/28/2011	1000	Plaza Extra	water	31503	2,331.55
03/08/2011	1000	Plaza Extra	2006 Real Estate Tax	31523	12,242.90
03/30/2011	1000	Plaza Extra	April rent	31653	30,359.38
03/30/2011	1000	Plaza Extra	Water bill	31654	2,015.33
04/04/2011	1000	Plaza Extra	May rent	31818	30,359.38
04/09/2011	1000	Plaza Extra	Water bill	31817	2,767.38
05/21/2011	1000	Plaza Extra	Utilities	31973	2,604.76
05/21/2011	1000	Plaza Extra	June rent	31972	30,359.38
07/04/2011	1000	Plaza Extra	water	34098	2,715.02
07/04/2011	1000	Plaza Extra	July rent	34089	30,359.38
08/02/2011	1000	Plaza Extra	Aug. rent	34235	30,359.38
08/02/2011	1000	Plaza Extra	Aug. water	34234	2,708.55
06/11/2011	1000	Plaza Extra	2008 Real Estate Tax	34311	11,630.76
08/28/2011	1000	Plaza Extra	2007 Real Estate Tax	34341	12,242.90
09/01/2011	1000	Plaza Extra	Water bill	34405	2,691.39
09/01/2011	1000	Plaza Extra	Sept. rent	34408	30,359.38

332,119.30

559,175.6

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Tutu Park, Ltd.
 Tenant Payment List
 04/01/2007 To 09/22/2011

Transaction Date	Account #	Tenant Name	Payment Description	Check #	Total Payment Amount	
08/05/2009	1000	Plaza Extra	Water	17651	2,707.40	
08/31/2009	1000	Plaza Extra	Sept. rent	17674	30,359.38	
08/31/2009	1000	Plaza Extra	Water	17675	3,266.97	
10/02/2009	1000	Plaza Extra	Oct. rent	32126	3,150.74	
10/02/2009	1000	Plaza Extra	Oct. rent	32126	30,359.38	
11/02/2009	1000	Plaza Extra	Nov. rent	32279	30,359.38	
11/02/2009	1000	Plaza Extra	water	32278	2,132.80	
11/09/2009	1000	Plaza Extra	Payment from Plaza Ext	32306	138,554.98	
12/10/2009	1000	Plaza Extra	Dec. rent	32438	30,359.38	529,799.66 ✓
01/06/2010	1000	Plaza Extra	Jan. rent	17772	30,359.38	
02/03/2010	1000	Plaza Extra	Feb rent	32735	30,359.38	
02/03/2010	1000	Plaza Extra	Water bill	32736	3,238.29	
03/08/2010	1000	Plaza Extra	water	32886	2,648.16	
03/08/2010	1000	Plaza Extra	Mar. rent	32866	30,359.38	
04/06/2010	1000	Plaza Extra	Apr. rent	33001	30,359.38	
04/06/2010	1000	Plaza Extra	water	33002	2,610.31	
05/06/2010	1000	Plaza Extra	May rent	33139	30,359.38	
05/06/2010	1000	Plaza Extra	water	33151	4,291.70	
06/02/2010	1000	Plaza Extra	June rent	33276	30,359.38	
06/02/2010	1000	Plaza Extra	Water bill	33277	3,282.99	
07/01/2010	1000	Plaza Extra	July rent	33440	30,359.38	
07/01/2010	1000	Plaza Extra	water	33441	2,725.07	
08/02/2010	1000	Plaza Extra	Water bill	33561	2,555.10	
08/02/2010	1000	Plaza Extra	Water bill	33560	2,642.19	
08/02/2010	1000	Plaza Extra	Water bill	33563	2,103.09	
08/02/2010	1000	Plaza Extra	Aug. rent	33562	30,659.76	
09/02/2010	1000	Plaza Extra	Sept. rent	33702	30,059.00	
09/02/2010	1000	Plaza Extra	Water bill	33704	2,417.93	
09/28/2010	1000	Plaza Extra	Oct. rent	33866	30,359.38	
09/28/2010	1000	Plaza Extra	Water	33864	2,014.59	
11/03/2010	1000	Plaza Extra	Nov. rent	30905	30,359.38	
11/03/2010	1000	Plaza Extra	Payment from Plaza Ext	30904	2,252.61	
11/29/2010	1000	Plaza Extra	'09 - '10 Overage Paym	31029	128,554.70	
12/03/2010	1000	Plaza Extra	Dec. rent	31069	30,359.38	
12/03/2010	1000	Plaza Extra	water	31068	1,916.11	527,565.40 ✓
01/04/2011	1000	Plaza Extra	Jan. rent	31217	30,359.38	
01/04/2011	1000	Plaza Extra	water	31208	2,880.54	
02/01/2011	1000	Plaza Extra	water	31364	2,053.80	
02/01/2011	1000	Plaza Extra	Feb. rent	31365	30,359.38	
02/28/2011	1000	Plaza Extra	Mar. rent	31502	30,359.38	
02/28/2011	1000	Plaza Extra	water	31503	2,331.55	
03/08/2011	1000	Plaza Extra	2006 Real Estate Tax	31623	12,242.90	
03/30/2011	1000	Plaza Extra	April rent	31653	30,359.38	
03/30/2011	1000	Plaza Extra	Water bill	31654	2,015.33	
05/04/2011	1000	Plaza Extra	May rent	31818	30,359.38	
05/05/2011	1000	Plaza Extra	Water bill	31817	2,767.38	
05/21/2011	1000	Plaza Extra	Utilities	31973	2,604.76	
05/21/2011	1000	Plaza Extra	June rent	31972	30,359.38	
07/04/2011	1000	Plaza Extra	water	34098	2,715.02	
07/04/2011	1000	Plaza Extra	July rent	34099	30,359.38	
08/02/2011	1000	Plaza Extra	Aug. rent	34235	30,359.38	
08/02/2011	1000	Plaza Extra	Aug. water	34234	2,708.55	
08/11/2011	1000	Plaza Extra	2006 Real Estate Tax	34311	11,630.76	
08/28/2011	1000	Plaza Extra	2007 Real Estate Tax	34341	12,242.90	
09/01/2011	1000	Plaza Extra	Water bill	34405	2,691.39	
09/01/2011	1000	Plaza Extra	Sept. rent	34406	30,359.38	332,119.30

559,175.6

Occupant: Master Occupant: PLAZA EXTRA From 1/1/2007 to 12/31/2007

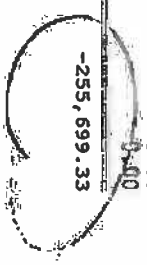
Master Occupant ID PLZAX
 Address Id:
 BldgId
 LeaseId
 Income Category: All
 Receipt Type Id All
 Rcpt Descriptor All

Balance Forward: 86,979.59
 Charges (Debit) 213,506.75
 Receipts (Credit) -255,699.33
 Prepaid: 0.00
 Net 44,787.01
 Security Deposit 0.00

Cat Date	BatchID	BldgId	Lease ID	Sr	Description	Charges (Debit)	Receipts (Credit)	RcptDesc	Balance Inv
RNT 1/1/2007	00001216	000001	PLZAX	CH	Balance Forward:		0.00		86,979.59
WAT 1/11/2007	00001228	000001	PLZAX	CR	APTOCHRG 6T1/31/2007	30,359.38	-2,023.53	CHK BNS5502	117,338.97
RNT 1/11/2007	00001228	000001	PLZAX	CR	Receipt	0.00	-30,359.38	CHK BNS5501	115,315.44
WAT 1/25/2007	00001238	000001	PLZAX	CH	WATER 01/07	0.00	0.00		84,956.06
RNT 2/1/2007	00001243	000001	PLZAX	CH	APTOCHRG 6T2/28/2007	2,352.64	0.00		87,308.70
RNT 2/1/2007	00001245	000001	PLZAX	CR	Receipt	30,359.38	0.00		117,668.08
WAT 2/1/2007	00001245	000001	PLZAX	CR	Receipt	0.00	-30,359.38	CHK BNS5645	87,308.70
WAT 2/21/2007	00001266	000001	PLZAX	CH	WATER 02/07	1,536.81	0.00		84,956.06
TAX 2/21/2007	00001267	000001	PLZAX	NC	TAX ADJ 1998	0.00	-4,660.87		86,492.87
TAX 2/21/2007	00001267	000001	PLZAX	NC	TAX ADJ 1999	0.00	-3,649.55		81,832.00
TAX 2/21/2007	00001267	000001	PLZAX	NC	TAX ADJ 2000	0.00	-3,649.55		78,182.45
TAX 2/21/2007	00001267	000001	PLZAX	NC	TAX ADJ 2001	0.00	-3,649.55		74,532.90
TAX 2/21/2007	00001267	000001	PLZAX	NC	TAX ADJ 2002	0.00	-3,649.55		70,883.35
TAX 2/21/2007	00001267	000001	PLZAX	NC	TAX ADJ 2003	0.00	-3,402.12		67,481.23
TAX 2/21/2007	00001267	000001	PLZAX	NC	TAX ADJ 2004	0.00	-1,841.51		65,639.72
TAX 2/21/2007	00001267	000001	PLZAX	NC	TAX ADJ 2005	0.00	-1,924.89		63,714.83
TAX 2/22/2007	00001268	000001	PLZAX	CH	CreditApply	12,094.05	0.00		49,572.60
TAX 2/22/2007	00001268	000001	PLZAX	CH	CreditApply	12,094.05	0.00		61,666.65
TAX 2/22/2007	00001268	000001	PLZAX	CH	CreditApply	12,094.05	0.00		73,760.70
TAX 2/22/2007	00001268	000001	PLZAX	CR	Receipt	12,643.78	0.00		86,404.48
TAX 2/22/2007	00001268	000001	PLZAX	CR	Receipt	0.00	-5,207.47	CHK BNS5783	81,197.01
TAX 2/22/2007	00001268	000001	PLZAX	CR	Receipt	0.00	-15,111.31	CHK BNS5783	66,085.70
TAX 2/22/2007	00001268	000001	PLZAX	CR	Receipt	0.00	-13,550.70	CHK BNS5783	52,535.00
TAX 2/22/2007	00001268	000001	PLZAX	CR	Receipt	0.00	-14,166.31	CHK BNS5783	38,368.69
TAX 2/22/2007	00001268	000001	PLZAX	CH	CreditApply	4,660.87	0.00		43,029.56
TAX 2/22/2007	00001268	000001	PLZAX	CH	CreditApply	3,649.55	0.00		46,679.11
TAX 2/22/2007	00001268	000001	PLZAX	CH	CreditApply	3,649.55	0.00		50,328.66
TAX 2/22/2007	00001268	000001	PLZAX	CH	CreditApply	3,402.12	0.00		53,978.21
TAX 2/22/2007	00001268	000001	PLZAX	CH	CreditApply	1,841.51	0.00		57,380.33
TAX 2/22/2007	00001268	000001	PLZAX	CH	CreditApply	1,924.89	0.00		59,221.84
TAX 2/22/2007	00001268	000001	PLZAX	CH	CreditApply	14,142.23	0.00		73,146.73
TAX 2/22/2007	00001268	000001	PLZAX	CH	CreditApply	0.00	-12,094.05		61,052.68
TAX 2/22/2007	00001268	000001	PLZAX	NC	CreditApply	0.00	-4,092.38		56,960.30
TAX 2/22/2007	00001268	000001	PLZAX	NC	CreditApply	0.00	-8,001.67		48,958.63
TAX 2/22/2007	00001268	000001	PLZAX	NC	CreditApply	0.00	-8,208.65		40,750.00
TAX 2/22/2007	00001268	000001	PLZAX	NC	CreditApply	0.00	-4,435.13		36,314.87
TAX 2/22/2007	00001268	000001	PLZAX	NC	CreditApply	0.00	-4,660.87		31,653.99
TAX 2/22/2007	00001268	000001	PLZAX	NC	CreditApply	0.00	-3,649.55		28,004.44
TAX 2/22/2007	00001268	000001	PLZAX	NC	CreditApply	0.00	-3,464.77		24,539.67
TAX 2/22/2007	00001268	000001	PLZAX	NC	CreditApply	0.00	-184.78		24,354.89
TAX 2/22/2007	00001268	000001	PLZAX	NC	CreditApply	0.00	-3,649.55		20,705.34
TAX 2/22/2007	00001268	000001	PLZAX	NC	CreditApply	0.00	-3,402.12		17,303.22
TAX 2/22/2007	00001268	000001	PLZAX	NC	CreditApply	0.00	-1,841.51		15,461.71
TAX 2/22/2007	00001268	000001	PLZAX	NC	CreditApply	0.00	-1,924.89		13,536.82
RNT 3/1/2007	00001270	000001	PLZAX	CH	AUTOCHRG 6T3/31/2007	30,359.38	-14,142.23		1,536.81
							0.00		31,896.19

RNT 3/2/2007 00001277 000001 PLZAX CR Receipt
 RAT 3/2/2007 00001277 000001 PLZAX CR Receipt
 MAT 3/21/2007 00001291 000001 PLZAX CH WATER 03/07
 TAX 3/28/2007 00001302 000001 PLZAX CH 2005 tax
 RNT 4/1/2007 00001303 000001 PLZAX CH AUTOCHRG 04/30/2007

0.00	0.00	1,536.81
0.00	-30,359.38	0.00
2,186.21	-1,536.81	2,186.21
12,241.42	0.00	14,427.63
30,359.38	0.00	44,787.01
<u>213,506.75</u>	<u>-255,699.33</u>	



Occupant: Master Occupant: PLAZA EXTRA

From 1/1/2006 to 12/31/2006

Master Occupant ID PLZAX
 Address Id:
 BldgId
 LeaseID
 Income Category: All
 Receipt Type Id All
 Rcpt Descriptor All

Balance Forward: 2,580.59
 Charges (Debit) 688,696.39
 Receipts (Credit) -604,297.39
 Prepaid: 0.00
 Net 86,979.59
 Security Deposit 0.00

Cat Date	BatchID	BldgId	Lease ID	Sr Description	Charges (Debit)	Receipts (Credit)	RcptDesc	Balance Inv.
RNT 1/1/2006	00000811	000001	PLZAX	Balance Forward:				2,580.59
RNT 1/3/2006	00000813	000001	PLZAX	CH AUTOCHRG @T1/31/2006	30,359.38	0.00	bns3613	32,939.97
WAT 1/3/2006	00000813	000001	PLZAX	CR Receipt	0.00	-30,359.38	bns3613	2,580.59
WAT 1/24/2006	00000829	000001	PLZAX	CH WATER 01/06	1,955.45	0.00	bns3607	0.00
RNT 1/31/2006	00000837	000001	PLZAX	CR Receipt	0.00	-30,359.38	bns3761	1,955.45
WAT 1/31/2006	00000837	000001	PLZAX	CR Receipt	0.00	-1,955.45	bns3749	-28,403.93
RNT 2/1/2006	00000835	000001	PLZAX	CH AUTOCHRG @T2/28/2006	30,359.38	0.00		-30,359.38
WAT 2/22/2006	00000858	000001	PLZAX	CH water 02/06	2,584.42	0.00		0.00
RNT 3/1/2006	00000863	000001	PLZAX	CH AUTOCHRG @T3/31/2006	30,359.38	0.00		2,584.42
RNT 3/2/2006	00000883	000001	PLZAX	CR Receipt	0.00	-30,359.38	BNS3909	32,943.80
WAT 3/2/2006	00000883	000001	PLZAX	CR Receipt	0.00	-2,584.42	BNS3881	2,584.42
WAT 3/20/2006	00000902	000001	PLZAX	CH WATER 03/06	2,508.00	0.00		0.00
WAT 3/30/2006	00000913	000001	PLZAX	CR Receipt	0.00	-2,508.00		2,508.00
RNT 4/1/2006	00000910	000001	PLZAX	CH AUTOCHRG @T4/30/2006	30,359.38	0.00	BNS4012	0.00
RNT 4/3/2006	00000914	000001	PLZAX	CR Receipt	0.00	-30,359.38	bns4046	30,359.38
WAT 4/25/2006	00000939	000001	PLZAX	CH WATER 04/06	2,323.90	0.00		0.00
RNT 5/1/2006	00000942	000001	PLZAX	CH AUTOCHRG @T5/31/2006	30,359.38	0.00		2,323.90
RNT 5/2/2006	00000949	000001	PLZAX	CR Receipt	0.00	-30,359.38	bns4165	32,683.28
WAT 5/4/2006	00000953	000001	PLZAX	CR Receipt	0.00	-2,323.90	bns4166	2,323.90
WAT 5/19/2006	00000968	000001	PLZAX	CH WATER 05/06	1,434.65	0.00		0.00
RNT 6/1/2006	00000977	000001	PLZAX	CH AUTOCHRG @T6/30/2006	30,359.38	0.00		1,434.65
WAT 6/2/2006	00000985	000001	PLZAX	CR Receipt	0.00	-1,434.65	BNS4296	31,794.03
WAT 6/2/2006	00000985	000001	PLZAX	CR Receipt	0.00	-30,359.38	BNS4320	30,359.38
WAT 6/20/2006	00001004	000001	PLZAX	CH WATER 06/06	1,821.93	0.00		0.00
TRX 6/21/2006	00001008	000001	PLZAX	CH 2002 BILLING/CREDIT	12,094.05	0.00		1,821.93
TRX 6/21/2006	00001009	000001	PLZAX	CH 2003 TAX BILLING/CREDIT	12,094.05	0.00		13,915.98
TRX 6/21/2006	00001010	000001	PLZAX	CH 2004 TAX BILLING/CREDIT	12,643.78	0.00		26,010.03
RNT 7/1/2006	00001016	000001	PLZAX	CH AUTOCHRG @T7/31/2006	30,359.38	0.00		38,653.81
WAT 7/5/2006	00001020	000001	PLZAX	CR Receipt	0.00	-1,821.93	bns4450	69,013.19
RNT 7/5/2006	00001020	000001	PLZAX	CR Receipt	0.00	-30,359.38	bns4451	67,191.26
WAT 7/22/2006	00001030	000001	PLZAX	CH WATER 07/06	2,253.57	0.00		36,831.88
RNT 8/1/2006	00001034	000001	PLZAX	CH AUTOCHRG @T8/31/2006	30,359.38	0.00		39,085.45
WAT 8/1/2006	00001039	000001	PLZAX	CR Receipt	0.00	-2,253.57	BNS4573	69,444.83
WAT 8/1/2006	00001039	000001	PLZAX	CR Receipt	0.00	-30,359.38	BNS4583	67,191.26
TRX 8/17/2006	00001047	000001	PLZAX	CR Receipt	0.00	-12,094.05	bns4661	36,831.88
TRX 8/17/2006	00001047	000001	PLZAX	CR Receipt	0.00	-12,094.05	bns4661	24,737.83
WAT 8/21/2006	00001049	000001	PLZAX	CH WATER 08/06	2,092.56	0.00		12,643.78
WAT 8/28/2006	00001063	000001	PLZAX	CR Receipt	0.00	-12,643.78	bns4661	0.00
RNT 9/1/2006	00001060	000001	PLZAX	CH AUTOCHRG @T9/30/2006	30,359.38	0.00		2,092.56
WAT 9/28/2006	00001068	000001	PLZAX	CR Receipt	0.00	-2,092.56	bns4706	0.00
RNT 9/5/2006	00001087	000001	PLZAX	CH WATER 09/06	2,612.57	0.00		30,359.38
RNT 10/1/2006	00001092	000001	PLZAX	CH AUTOCHRG @T10/31/2006	30,359.38	0.00		0.00
WAT 10/5/2006	00001100	000001	PLZAX	CR Receipt	0.00	-30,359.38	bop4896	32,971.95
WAT 10/5/2006	00001100	090001	PLZAX	CR Receipt	0.00	-2,612.57	bop4897	2,612.57
WAT 10/20/2006	00001113	000001	PLZAX	CH WATER 10/06	2,228.23	0.00		0.00

DATE	AMOUNT	DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT
WET 10/25/2006	00001124	000001	PLZAX	CR Receipt	0.00
RNT 11/1/2006	00001128	000001	PLZAX	CH AUTOCHRG 0111/30/2006	-2,228.23
RNT 11/1/2006	00001137	000001	PLZAX	CR Receipt	0.00
WAT 11/22/2006	00001156	000001	PLZAX	CR WATER 11/06	-30,359.38
RNT 12/1/2006	00001164	000001	PLZAX	CH AUTOCHRG 0112/31/2006	0.00
TAX 12/1/2006	00001184	000001	PLZAX	NC rev tax 2002	0.00
TAX 12/1/2006	00001184	000001	PLZAX	NC rev tax 2003	-12,094.05
TAX 12/1/2006	00001184	000001	PLZAX	NC rev tax 2004	-12,094.05
TAX 12/1/2006	00001184	000001	PLZAX	NC rev tax 2004	-12,643.78
TAX 12/1/2006	00001184	000001	PLZAX	CH land tax 1998	0.00
TAX 12/1/2006	00001184	000001	PLZAX	CH land tax 1999	0.00
TAX 12/1/2006	00001184	000001	PLZAX	CH land tax 2000	0.00
TAX 12/1/2006	00001184	000001	PLZAX	CH land tax 2001	0.00
TAX 12/1/2006	00001184	000001	PLZAX	CH land tax 2002	0.00
TAX 12/1/2006	00001184	000001	PLZAX	CH land tax 2003	0.00
TAX 12/1/2006	00001184	000001	PLZAX	CH land tax 2004	0.00
TAX 12/1/2006	00001184	000001	PLZAX	CH land tax 2005	0.00
RNT 12/4/2006	00001187	000001	PLZAX	CR Receipt	0.00
RNT 12/4/2006	00001187	000001	PLZAX	CR Receipt	0.00
OVB 12/5/2006	00001188	000001	PLZAX	CH OVERAGE 05-06	-30,359.38
OVB 12/5/2006	00001189	000001	PLZAX	CR Receipt	-2,137.43
WAT 12/29/2006	00001212	000001	PLZAX	CH water 12/06	0.00

Less 1998, 2001, 03 and 121 Days 98,162.79 of 2004

590,533.60

Less \$4,683.39 for 121 Days of Property Taxes.

Less 4,683.39

121 Days

688,696.39	-604,297.39	DNS5031	0.00
30,359.38	0.00	CHK BNS5076	30,359.38
2,137.43	0.00	CHK BNS5228	2,137.43
30,359.38	0.00	CHK BNS5268	32,496.81
0.00	0.00		20,402.76
0.00	0.00		8,308.71
0.00	0.00		-4,335.07
16,186.43	0.00		11,851.36
16,210.32	0.00		28,061.68
16,210.32	0.00		44,272.00
15,111.31	0.00		60,482.32
13,550.70	0.00		75,593.63
14,166.31	0.00		89,144.33
0.00	0.00		103,310.64
0.00	0.00		117,452.87
0.00	0.00		87,093.49
139,787.77	0.00		84,956.06
0.00	0.00		224,743.83
2,023.53	0.00		84,956.06
			86,979.59

Occupant: Master Occupant: PLAZA EXTRA From 1/1/2005 to 12/31/2005

Master Occupant ID PLZAX
 Address Id:
 BldgId
 LeaseID
 Income Category: All
 Receipt Type Id All
 Rcpt Descriptor All

Balance Forward: 2,625.05
 Charges (Debit) 515,325.08
 Receipts (Credit) -515,369.54
 Prepaid: 0.00
 Met 2,580.59
 Security Deposit 0.00

Cat Date	BatchID	BldgId	Lease ID	SI	Description	Charges (Debit)	Receipts (Credit)	RcptDesc	Balance Invc
RNT 1/1/2005	00000506	000001	PLZAX	CH	AUTOCHRG @T1/31/2005	30,359.38	0.00		2,625.05
WAT 1/5/2005	00000513	000001	PLZAX	CR	Receipt	0.00	-2,625.05	BNS1933	32,984.43
RNT 1/5/2005	00000513	000001	PLZAX	CR	Receipt	0.00	-30,359.38	BNS1934	30,359.38 006848
WAT 1/7/2005	00000514	000001	PLZAX	CH @I	WAT 12/16 READ	1,568.26	0.00		1,568.26
RNT 2/1/2005	00000531	000001	PLZAX	CH	AUTOCHRG @T2/28/2005	30,359.38	0.00		31,927.64
RNT 2/7/2005	00000535	000001	PLZAX	CR	Receipt	0.00	-30,359.38	bn22042	1,568.26
WAT 2/7/2005	00000535	000001	PLZAX	CR	Receipt	0.00	-1,568.26	bn22041	0.00
WAT 2/21/2005	00000544	000001	PLZAX	CH @I	WAT-1/19/05read	3,447.47	0.00		3,447.47
RNT 3/1/2005	00000545	000001	PLZAX	CH	AUTOCHRG @T3/31/2005	30,359.38	0.00		33,806.85
RNT 3/3/2005	00000553	000001	PLZAX	CR	Receipt	0.00	-30,359.38	ns22157	3,447.47
WAT 3/18/2005	00000564	000001	PLZAX	CH @I	WAT-2/18	1,110.53	0.00		4,558.00
WAT 3/21/2005	00000566	000001	PLZAX	CR	Receipt	0.00	-3,447.47	22239	1,110.53
WAT 3/31/2005	00000571	000001	PLZAX	CR	Receipt	0.00	-1,110.53	BNS2251	0.00
RNT 4/1/2005	00000572	000001	PLZAX	CH	AUTOCHRG @T4/30/2005	30,359.38	0.00		30,359.38
RNT 4/4/2005	00000574	000001	PLZAX	CR	Receipt	0.00	-30,359.38	BNS2311	0.00
WAT 4/7/2005	00000578	000001	PLZAX	CH @I	WAT-3/18 Read	1,981.77	0.00		1,981.77
WAT 4/18/2005	00000585	000001	PLZAX	CR	Receipt	0.00	-1,981.77	bn2365	0.00
RNT 5/1/2005	00000593	000001	PLZAX	CH	AUTOCHRG @T5/31/2005	30,359.38	0.00		30,359.38
WAT 5/1/2005	00000594	000001	PLZAX	CH	04/19/05 reading	2,455.02	0.00		32,814.40
RNT 5/2/2005	00000595	000001	PLZAX	CR	Receipt	0.00	-2,455.02	bn22467	2,455.02
WAT 5/10/2005	00000601	000001	PLZAX	CR	Receipt	0.00	-30,359.38	bn22433	0.00
WAT 6/1/2005	00000603	000001	PLZAX	CH	05/18 reading	1,871.98	0.00		1,871.98
RNT 6/1/2005	00000610	000001	PLZAX	CH	AUTOCHRG @T6/30/2005	30,359.38	0.00		32,231.36
WAT 6/2/2005	00000613	000001	PLZAX	CR	Receipt	0.00	-1,871.98	bn2260	30,359.38
RNT 6/2/2005	00000613	000001	PLZAX	CR	Receipt	0.00	-30,359.38	bn2604	0.00
WAT 6/23/2005	00000627	000001	PLZAX	CH	806/20 READING	2,416.84	0.00		2,416.84
RNT 7/1/2005	00000643	000001	PLZAX	CH	AUTOCHRG @T7/31/2005	30,359.38	0.00		32,776.22
WAT 7/5/2005	00000643	000001	PLZAX	CR	Receipt	0.00	-2,416.84	bn22746	30,359.38
RNT 7/5/2005	00000643	000001	PLZAX	CR	Receipt	0.00	-30,359.38	bn2748	0.00
WAT 7/26/2005	00000662	000001	PLZAX	CH	07/18/05 reading	1,941.29	0.00		1,941.29
RNT 8/1/2005	00000664	000001	PLZAX	CH	AUTOCHRG @T8/31/2005	30,359.38	0.00		32,300.67
RNT 8/2/2005	00000670	000001	PLZAX	CR	Receipt	0.00	-30,359.38	bn2876	1,941.29
WAT 8/2/2005	00000670	000001	PLZAX	CR	Receipt	0.00	-1,941.29	bn2287	0.00
RNT 9/1/2005	00000692	000001	PLZAX	CH	AUTOCHRG @T9/30/2005	30,359.38	0.00		30,359.38
WAT 9/2/2005	00000693	000001	PLZAX	CR	reading 08/18/05	2,120.42	0.00		32,479.80
RNT 9/6/2005	00000695	000001	PLZAX	CR	Receipt	0.00	-30,359.38	bn3047	2,120.42
WAT 9/6/2005	00000696	000001	PLZAX	CR	Receipt	0.00	-2,120.42	BNS3056	0.00
WAT 9/23/2005	00000708	000001	PLZAX	CH	water 09/19/05	2,202.96	0.00		2,202.96
RNT 10/1/2005	00000711	000001	PLZAX	CH	AUTOCHRG @T10/31/2005	30,359.38	0.00		32,562.34
WAT 10/4/2005	00000714	000001	PLZAX	CR	Receipt	0.00	-2,202.96	bn3166	30,359.38
RNT 10/4/2005	00000714	000001	PLZAX	CR	Receipt	0.00	-30,359.38	bn3167	0.00
WAT 10/22/2005	00000734	000001	PLZAX	CH	WATER 10/14/05	2,652.99	0.00		2,652.99
RNT 10/31/2005	00000747	000001	PLZAX	CR	Receipt	0.00	-30,359.38	bn3304	-27,706.39
WAT 10/31/2005	00000747	000001	PLZAX	CR	Receipt	0.00	-2,652.99	bn3290	-30,359.38
RNT 11/1/2005	00000741	000001	PLZAX	CH	AUTOCHRG @T11/30/2005	30,359.38	0.00		0.00
WAT 11/22/2005	00000762	000001	PLZAX	CH	water 11/15/05	2,221.57	0.00		2,221.57

WAT 11/22/2005	00000764	000001	PLZAX	NC reverse wat 11/15	0.00	-2,221.57	0.00
WAT 11/22/2005	00000767	000001	PLZAX	CH cor wat 11/15	2,243.03	0.00	2,243.03
WAT 11/30/2005	00000774	000001	PLZAX	CH CreditApply	2,221.57	0.00	4,464.60
WAT 11/30/2005	00000774	000001	PLZAX	CR Receipt	0.00	-2,243.03	2,221.57
WAT 11/30/2005	00000774	000001	PLZAX	NC CreditApply	0.00	-2,221.57	0.00
RMT 11/30/2005	00000774	000001	PLZAX	CR Receipt	0.00	-30,359.38	0.00
RMT 12/1/2005	00000770	000001	PLZAX	CH AUPCHRG 0112/31/2005	30,359.38	0.00	0.00
OVE 12/12/2005	00000789	000001	PLZAX	CH PLAZA OVERAGE	117,976.23	0.00	117,976.23
OVE 12/12/2005	00000790	000001	PLZAX	CR Receipt	0.00	-117,976.23	0.00
WAT 12/28/2005	00000803	000001	PLZAX	CH water 12/05	2,580.59	0.00	2,580.59

515,325.08	-2,221.57	0.00	2,243.03
	0.00	0.00	4,464.60
	0.00	-2,243.03	2,221.57
	0.00	-2,221.57	0.00
	0.00	-30,359.38	0.00
	0.00	30,359.38	0.00
	0.00	117,976.23	117,976.23
	0.00	-117,976.23	0.00
	0.00	2,580.59	2,580.59
515,325.08	-526,369.54		

Occupant: Master Occupant: PLAZA EXTRA

From 1/1/2004 to 12/31/2004

TOTAL

Master Occupant ID PLZAX
Address Id:
BldgId
LeaseId
Income Category: All
Receipt Type Id All
Rcpt Descrptor All

Balance Forward: 3,595.05
Charges (Debit) 503,365.02
Receipts (Credit) -504,335.02
Prepaid: 0.00
Net 2,625.05
Security Deposit 0.00

Cat Date	BatchID	BldgId	Lease ID	Sr Description	Charges (Debit)	Receipts (Credit)	RcptDesc	Balance Inv
RNT 1/1/2004	00000304	000001	PLZAX	Balance Forward:				3,595.05
WAT 1/9/2004	00000310	000001	PLZAX	CH AUTOCHRG @T1/31/2004	30,359.38	0.00	BNS1050	33,954.43 006329
WAT 1/14/2004	00000317	000001	PLZAX	CH @I WAT-12/16read	2,622.35	0.00	BNS5571	36,576.78 006329
RNT 1/14/2004	00000317	000001	PLZAX	CR Receipt	0.00	-3,166.05	BNS5570	33,410.73 006005
WAT 2/1/2004	00000324	000001	PLZAX	CH AUTOCHRG @T2/29/2004	30,359.38	0.00	BNS1050	3,051.35 006329
WAT 2/4/2004	00000331	000001	PLZAX	CH @I WAT-1/15	2,431.94	0.00	BNS1049	33,410.73 006494
RNT 2/5/2004	00000332	000001	PLZAX	CR Receipt	0.00	-30,359.38	BNS1050	35,842.67 006494
WAT 2/5/2004	00000348	000001	PLZAX	CH AUTOCHRG @T3/31/2004	30,359.38	0.00	BNS1049	5,483.29 006494
WAT 3/1/2004	00000351	000001	PLZAX	CH @I WAT-2/18 READING	3,014.81	0.00	BNS1170	2,860.94 006329
RNT 3/10/2004	00000351	000001	PLZAX	CR Receipt	0.00	-2,431.94	BNS1170	33,220.32 006676
WAT 3/23/2004	00000359	000001	PLZAX	CR Receipt	0.00	-30,359.38	BNS1171	3,443.81 006676
OFH 3/23/2004	00000360	000001	PLZAX	NC to zero old charge	0.00	-429.00		3,014.81 006676
OFH 3/23/2004	00000360	000001	PLZAX	CH CreditApply	429.00	0.00		3,443.81 006676
RNT 4/1/2004	00000368	000001	PLZAX	NC CreditApply	0.00	0.00		3,014.81 000299
WAT 4/6/2004	00000372	000001	PLZAX	CH AUTOCHRG @T4/30/2004	30,359.38	0.00	BNS1276	33,374.19 006676
RNT 4/13/2004	00000372	000001	PLZAX	CH @I WAT-3/18 read	2,517.10	0.00	BNS1277	35,891.29 006676
WAT 4/13/2004	00000372	000001	PLZAX	CR Receipt	0.00	-3,014.81	BNS1276	32,876.48 006676
RNT 5/1/2004	00000378	000001	PLZAX	CR Receipt	0.00	-30,359.38	BNS1394	2,517.10 006676
WAT 5/5/2004	00000380	000001	PLZAX	CH AUTOCHRG @T5/31/2004	30,359.38	0.00	BNS1393	32,876.48 006676
WAT 5/6/2004	00000381	000001	PLZAX	CR Receipt	0.00	-2,517.10		2,517.10 006676
RNT 6/1/2004	00000391	000001	PLZAX	CH @I WAT 4/16 READING	2,681.37	0.00	BNS1497	2,681.37 006676
WAT 6/8/2004	00000394	000001	PLZAX	CH AUTOCHRG @T6/30/2004	30,359.38	0.00	BNS1496	33,040.75 006676
WAT 6/9/2004	00000397	000001	PLZAX	CR Receipt	0.00	-30,359.38		2,681.37 006676
RNT 7/1/2004	00000406	000001	PLZAX	CH @I WAT 5/21 READING	3,191.00	0.00	BNS1616	0.00 006676
RNT 7/13/2004	00000410	000001	PLZAX	CH AUTOCHRG @T7/31/2004	30,359.38	0.00	BNS1615	3,191.00 006676
WAT 7/13/2004	00000412	000001	PLZAX	CR Receipt	0.00	-3,191.00		0.00 006676
RNT 8/1/2004	00000423	000001	PLZAX	CH @I WAT6/17read	2,460.22	0.00	BNS1745	2,460.22 006676
WAT 8/11/2004	00000426	000001	PLZAX	CH AUTOCHRG @T8/31/2004	30,359.38	0.00	BNS1744	32,819.60 006676
RNT 8/12/2004	00000427	000001	PLZAX	CH @I WAT-7/15 Reading	3,413.95	0.00	BNS1852	36,233.55 006676
WAT 8/12/2004	00000427	000001	PLZAX	CR Receipt	0.00	0.00	BNS1851	5,874.17 006676
RNT 9/1/2004	00000438	000001	PLZAX	CH AUTOCHRG @T9/30/2004	30,359.38	0.00	BNS1852	3,413.95 006676
WAT 9/2/2004	00000441	000001	PLZAX	CR Receipt	0.00	-2,460.22		3,413.95 006676
WAT 9/2/2004	00000441	000001	PLZAX	CH AUTOCHRG @T9/30/2004	30,359.38	0.00	BNS1851	33,773.33 006676
RNT 9/8/2004	00000445	000001	PLZAX	CR Receipt	0.00	-30,359.38		3,413.95 006676
RNT 10/1/2004	00000460	000001	PLZAX	CH @I WAT-8/18 READING	1,904.24	0.00	BNS0700	0.00 006676
WAT 10/5/2004	00000466	000001	PLZAX	CH AUTOCHRG @T10/31/2004	30,359.38	0.00	BNS0699	1,904.24 006676
WAT 10/8/2004	00000461	000001	PLZAX	CR Receipt	0.00	-30,359.38		1,904.24 006676
RNT 11/1/2004	00000473	000001	PLZAX	CH @I WAT-9/21Read	2,519.84	0.00	BNS0819	0.00 006676
RNT 11/2/2004	00000477	000001	PLZAX	CH AUTOCHRG @T11/30/2004	30,359.38	0.00	BNS0818	32,879.22 006648
WAT 11/8/2004	00000479	000001	PLZAX	CR Receipt	0.00	-30,359.38		2,519.84 006648

WAT 11/15/2004 00000476 000001
 RNT 12/1/2004 00000484 000001
 WAT 12/3/2004 00000489 000001
 RNT 12/3/2004 00000489 000001
 OVE 12/6/2004 00000494 000001
 OVE 12/8/2004 00000495 000001
 WAT 12/14/2004 00000499 000001

PLZAX CH EI WAT-10/19 reading
 PLZAX CH AUTOCHRG ET12/31/2004
 PLZAX CR Receipt
 PLZAX CR Receipt
 PLZAX CH EI OVE 2004
 PLZAX CR Receipt
 PLZAX CH EI WAT-11/23 Read

1,906.92	0.00	1,906.92	006848
30,359.38	0.00	32,266.30	006848
0.00	-1,906.92	30,359.38	006848
0.00	-30,359.38	0.00	006848
107,334.67	0.00	107,334.67	006848
0.00	-107,334.67	0.00	006848
2,625.05	0.00	2,625.05	006848
503,365.02	-504,335.02		

Receipt

WAT = water billing
 OVE = Overage Payment for water billing
 WAT = water

May 5, 1994

UNITED CORPORATION D/B/A PLAZA EXTRA
UNITED SHOPPING PLAZA

Check Number: 64866
Check Date: Feb 7, 2012

Check Amount: \$5,408,806.74

Item to be Paid - Description

Discount Taken Amount Paid

Rent - Sion farm

5,408,806.74

UNITED CORPORATION D/B/A
PLAZA EXTRA
4C & 4D ESTATE SION FARM
CHRISTIANSTED, VI 00821
(340) 778-6240 (340) 719-1870

BANCO POPULAR DE PUERTO RICO
101-667/216

64866

DATE
Feb 7, 2012

AMOUNT

\$ ***\$5,408,806.74

Five Million Four Hundred Eight Thousand Eight Hundred Six and 74/100 Dollars

PAY
TO THE
ORDER
OF:

UNITED SHOPPING PLAZA
P.O. BOX 763 C' STED
ST.C ROIX, VI 00821

VOID AFTER 90 DAYS

Memo: PLAZA EXTRA (SION FARM) RENT

[Handwritten Signature]
AUTHORIZED SIGNATURE

⑈064866⑈ ⑆021606674⑆ 191⑈148830⑈

UNITED CORPORATION D/B/A PLAZA EXTRA

64866



From: Nizar DeWood <dewoodlaw@gmail.com>
To: Wally Hamed <wallyhstx@yahoo.com>
Sent: Friday, February 10, 2012 10:58 AM
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.

I. 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.

II. 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



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,

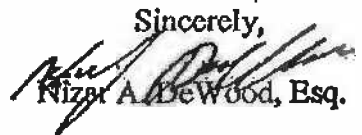
This letter is to confirm the parties' desire to dissolve the above referenced partnership. Partnership dissolution will involve appropriate planning to properly account for each of the partner's interest in the partnership, and a well-executed agreement memorializing the understanding of the parties.

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,


Nizat A. DeWood, Esq.

cc: Fathi Yusuf



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



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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:

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

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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 5th, 2004 to Dec. 31st, 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 5th, 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.

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.

UNITED CORPORATION
d/b/a PLAZA EXTRA SUPERMARKET
4C & 4D Sion Farm
Christiansted, VI 00820

BY HAND DELIVERY

*Received by
Mohammed Hamed*

Date: August 15, 2012

Mohammed Hamed
By and through Walced Hamed
Plaza Extra Supermarket
Sion Farm Store
Christiansted, V.I. 00820

Re: Notice of Withdrawal

Dear Mr. Hamed,

The amount of \$2,784,706.25 will be withdrawn from United's operating account effective August 15th, 2012. This amount equals the proceeds you previously withdrew through your agent Walced Hamed. To ensure full accuracy, attached are the receipts you requested during mediation demonstrating the \$1,095,381.75 of withdrawals. The below itemized amounts are not in dispute:

Past Confirmed Withdrawals	\$1,600,000.00
Additional Withdrawals per the attached requested receipts	\$1,095,381.75
Fifty percent (50%) of St. Maarten Bank Account	\$44,355.50
Fifty percent (50%) of Cairo Amman Bank	\$44,696.00

Should you have any concerns about these amounts, please provide the basis for your concerns in writing. Thank you.

Yours,
Fathi Yusuf
Fathi Yusuf

EXHIBIT
13
Bunberg No. 3208

UNITED CORPORATION DEBRA
PLAZA DEL REA

1154

CHRISTIANIZED USA 1900-1925

1/15/80-19



United Corporation

\$ 27,878.00

Two million Seven Hundred Eighty Seven Thousand Seven Hundred Sixty Dollars

Southbank Bank
MEMPHIS, TENNESSEE

[Handwritten signature]

MEMPHIS, TENNESSEE 38102

**Waleed Hamed
Plaza Extra
4C 4D Estate Sion Farm
Christiansted, VI 00821**

BY HAND DELIVERY

Date: Thursday, August 16, 2012

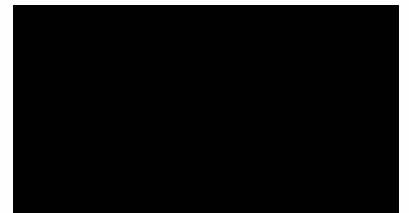
**Fathi Yusuf
Plaza Extra Supermarket
4605 TuTu Park Mall Ste 200
St.Thomas, VI 00805**

Dear Mr. Yusuf:

In response to your August 15th letter re "Notice of Withdrawal", these figures have not been agreed to. Indeed, there were no attachments as indicated and there are numerous other funds that have to be included in any such calculations before any disbursements can be made. For example, all withdrawal receipts have to be reviewed before any withdrawals are paid, no mention or indication of the amounts that the Yusuf family has previously withdrawn, By way of another example, the \$800,000 plus due the Hamed family for the sale of the condo property in St. Thomas would have to be included. In short, while these are just a few examples, no withdrawals will be issued until a full accounting is done and agreed to in writing.

Gordially,


Waleed Hamed



UNITED CORPORATION

4-C & 4-D Estate Sion Farm.

P.O. Box 763

Christiansted, VI 00820

Date: August 22, 2012

HAND DELIVERY

Mohammed Hamed

By Waleed Hamed

Dear Mohammed Hamed,

Re: Set-Off

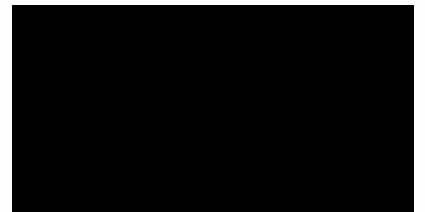
Your response letter, through your agent Waleed Hamed, does not deny the validity of any of the amounts stated as owing and outstanding to United Corporation. Your letter requests that an accounting be done for other matters, which is a separate issue. Please reduce to writing those other matters you contend are owed, and provide the supporting documentation.

Accordingly, the amount requested will be withdrawn.

Thank you.

Cordially,


Fathi Yusuf



Checks Drawn in 29 Days by F. Yusuf from Segregated "Grocery Operations Accounts" Paid to Fuerst Ittleman as Attorney Fees from October 19 to November 16, 2012

Total = \$143,333.21

11/16/2012 \$99,254.45

10/19/2012 \$29,011.50

10/19/2012 \$15,067.26

UNITED CORPORATION
 501 PLAZA EXTRA
 SUITE 200
 ST. CROIX, VI 00861

BANCO POPULAR DE PUERTO RICO
 101-067216

DATE: Nov 16, 2012
 AMOUNT: \$ 99,254.45

PAT TO THE ORDER OF:

Memo:

Ninety-Nine Thousand Two Hundred Fifty-Four and 45/100 Dollars
 FUERST ITTLEMAN DAVID & JOSEPH, PL
 1001 BRICKELL BAY DRIVE
 32ND FLOOR
 MIAMI, FL 33131

00041951 0216066741 1912562691

3977
 DEPOSITOS

DATE: Oct 19, 2012
 AMOUNT: \$ 229,011.50

UNITED CORPORATION
 501 PLAZA EXTRA
 (840) 719-1070
 PO BOX 9849
 ST CROIX, VI 00861

Twenty-Nine Thousand Eleven and 50/100 Dollars
 FUERST ITTLEMAN DAVID & JOSEPH, PL
 1001 BRICKELL BAY DRIVE
 32ND FLOOR
 MIAMI, FL 33131

00039771 0216066741 1912562691

3979
 DEPOSITOS

DATE: Oct 19, 2012
 AMOUNT: \$ 15,067.26

PAT TO THE ORDER OF:

Memo:

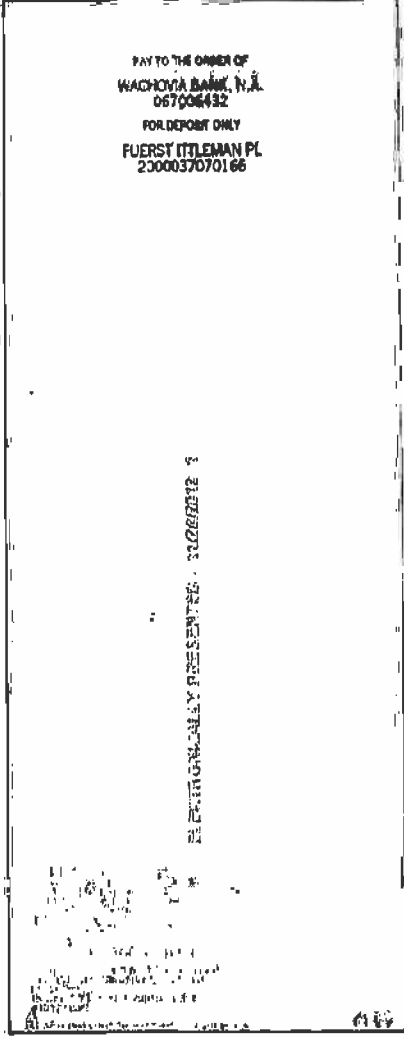
Fifteen Thousand Sixty-Seven and 26/100 Dollars
 FUERST ITTLEMAN DAVID & JOSEPH, PL
 1001 BRICKELL BAY DRIVE
 32ND FLOOR
 MIAMI, FL 33131

00039771 0216066741 1912562691



CHECK 4195

Dated: Friday, November 16, 2012
Amount: \$99,254.45
Cleared: Sunday, November 25, 2012
Depository: Fuerst Ittleman PL
Account: Wachovia Bank N.A.
2000037070166



4195
SIGNATURE

DATE
Nov 16, 2012

AMOUNT
\$ 99,254.45

BANCO POPULAR DE PUERTO RICO
101-6572615

UNITED CORPORATION
BSA PLAZA EXTRA
(360) 718-1670
PO BOX 3049
ST CROIX, VI 00081

Ninety-Nine Thousand Two Hundred Fifty-Four and 45/100 Dollars
FUERST ITTLEMAN DAVID & JOSEPH, PL
1001 BRICKELL BAY DRIVE
32ND FLOOR
MIAMI, FL 33131

MEMO: 0001195# 1021606674# 1910256269#

PAY TO THE ORDER OF:

AUTHORIZED SIGNATURE

CHECK 3977

ELECTRONICALLY PRESENTED - #0282811

PAY TO THE ORDER OF
 WACHOVIA BANK, N.A.
 067006432
 FOR DEPOSIT ONLY
 FUERST ITTLEMAN PL
 2000037070166

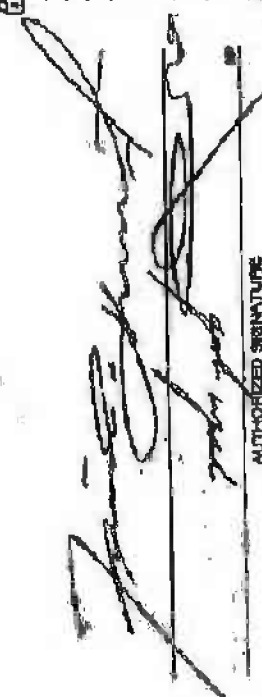
Dated: Friday, October 19, 2012

Amount: \$99,254.45

Cleared: Sunday, October 28, 2012

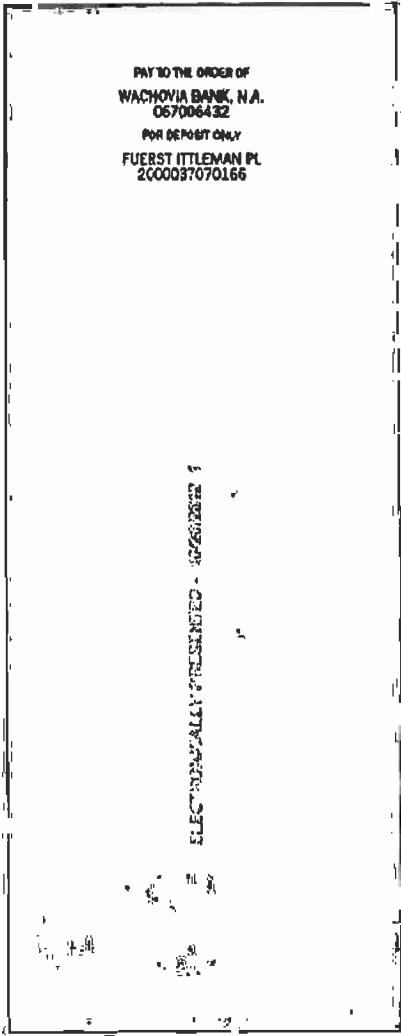
Depository: Fuerst Ittleman PL

Account: Wachovia Bank N.A.
 2000037070166

3977 <small>REGISTRATION</small>		DATE Oct 19, 2012
BANCO POPULAR DE PUERTO RICO <small>101-687216</small>		AMOUNT \$ 29,011.50
UNITED CORPORATION DBA PLAZA EXTRA <small>(340) 719-1870</small> <small>PO BOX 3649</small> <small>ST CROIX, VI 00851</small>		
Twenty-Nine Thousand Eleven and 50/100 Dollars FUERST ITTLEMAN DAVID & JOSEPH, PL 1001 BRICKELL BAY DRIVE 32ND FLOOR MIAMI, FL 33131		
PAY TO THE ORDER OF:		 <small>AUTHORIZED SIGNATURE</small>
Memo:		<small>#003977# #021606674# 1910256269#</small>

CHECK 3979

Dated: Friday, October 19, 2012
Amount: \$15,067.26
Cleared: Sunday, October 28, 2012
Depository: Fuerst Ittleman PL
Account: Wachovia Bank N.A.
2000037070166



3979	
DATE	Oct 19, 2012
AMOUNT	\$ 15,067.26
BANCO POPULAR DE PUERTO RICO T01-08/2/16	
UNITED CORPORATION DBA PLAZA EXTRA (340) 719-1870 PO BOX 3649 ST CROIX, VI 00851	
Fifteen Thousand Sixty-Seven and 26/100 Dollars	
FUERST ITTLEMAN DAVID & JOSEPH, PL 1001 BRICKELL BAY DRIVE 32ND FLOOR MIAMI, FL 33131	
PAY TO THE ORDER OF:	
MEMO:	1003979# 1021606674# 19102562691#
AUTHORIZED SIGNATURE	

SMOCK & MOOREHEAD

Check Number: 66664
Check Date: Jan 3, 2013

Check Amount: \$3,395.00

Item to be Paid - Description	Discount Taken	Amount Paid
36598		3,395.00

**UNITED CORPORATION D/B/A
PLAZA EXTRA**
4C & 4D ESTATE SION FARM
CHRISTIANSTED, VI 00821
(340) 778-6240 (340) 719-1870

BANCO POPULAR DE PUERTO RICO
101-867/216

66664
CHECK NUMBER

DATE
Jan 3, 2013

AMOUNT
\$ *****\$3,395.00

Three Thousand Three Hundred Ninety-Five and 00/100 Dollars

PAY TO THE ORDER OF:
SMOCK & MOOREHEAD
P.O. BOX 1498
ST. THOMAS, VI 804

VOID AFTER 90 DAYS

Memo: CR.NO. 2003-147

[Handwritten Signature]
AUTHORIZED SIGNATURE

⑈066664⑈ ⑆021606674⑆ 191⑈148830⑈

UNITED CORPORATION D/B/A PLAZA EXTRA

66664



**NOTICE OF PAYMENT OF PURCHASE PRICE AND
AUTHORIZATION TO RELEASE STOCK CERTIFICATES**

To: Robert L. King, Esq.

Pursuant to that certain agreement of Sale of Stock dated June 15, 2000 by and between Hisham Hamed and Najah Yusef, as sellers, and Hakima Salem, as buyer, concerning the sellers' 1,000 shares of Y & S Corporation, a United States Virgin Islands corporation, the undersigned hereby gives you formal written notice that the purchase price has been paid in full on a timely basis and that you are authorized and directed to release the shares of stock that have been endorsed by the sellers to the buyer.

Buyer hereby authorizes and directs you to forward the endorsed shares of stock as well as the corporate minute book to:

SELLERS

BUYER

HISHAM HAMED

HAKIMA SALEM

Date: _____

Date: _____

Najah Yusef

NAJAH YUSEF

Date: Feb. 06, 2012



Dorothia
Jordan Fund 75,000 - Dinar

1,500,000.00
105,932.00

Fathi YUSUF
From Jordan " " "
Balance for Fathi YUSUF

1,605,932.00
← 617,000.00 ←
← 105,932.00 ←
80,034.00 -

802,966.00

2
802,966.00

1,605,932.00



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

MOHAMMAD HAMED,)

Plaintiff)

Vs.)

FATHI YUSUF)
UNITED CORPORATION)

Defendants)
_____)

CIVIL NO. 1:12-CV-99

AFFIDAVIT OF MAHER YUSUF, as President
of DEFENDANT UNITED CORPORATION

I Maher Yusuf, an adult of sound mind and body, hereby under oath attest:

1. I am a resident of St. Croix , the U.S. Virgin Islands.
2. I am the President of United Corporation ("United"), a duly organized Virgin Islands Corporation, in good standing and is authorized to conduct business in the Virgin Islands.
3. United was incorporated in 1979 by my father Fathi Yusuf. United is now owned in various shares among the various members of the Yusuf Family.
4. United has always been organized, maintained, and owned by the Yusuf Family.
5. As President of United, and after inspecting all of the records of United, including a review of all filings with the United's counsel, I attest that there has never been a transfer of a single share of United outside the Yusuf family, nor has anyone ever invested in the equity of United.
6. In addition to its Plaza Extra supermarket operations, United has owned in fee simple absolute all of United Shopping Plaza since 1979. It has always owned the property, having never transferred any interest in the property (directly or indirectly) to anyone.
7. United has always managed its tenants, collected rents, and other benefits from its rental real property operations.
8. United never shared any rental real property proceeds with Mohammed Hamed or anyone in the Hamed family. Mohammed Hamed has never attested to any interest in the United Shopping Plaza.



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.

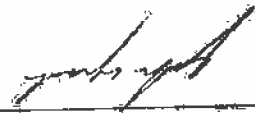
Hamed v. Yusuf; Case No. 1:12-cv-99
Affidavit of Maher Yusuf as President of United
Page 4 of 4

26. None of the parties to the settlement discussions ever signed a single proposed settlement agreement. United would not agree to any settlement agreement that reflected that United is in any way a "partnership" because that would be inconsistent with the decades of representations made to third-parties and is factually incorrect.

27. The agreements that were circulated back and forth between Mohammed Hamed and United were intended to be part of the confidential settlement sessions.

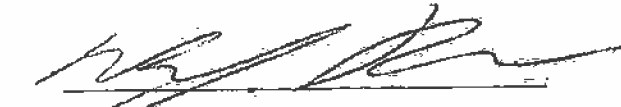
I attest that the above is true to the best of my knowledge.

Date: Oct. 9, 2012


UNITED CORPORATION
By: Maher Yusuf, President

TERRITORY OF THE U.S. 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



IN THE SUPRIORCOURT OF THE VIRGIN ISLANDS
DIVISION OF ST. CROIX

**CASE: MOHAMMAD HAMED V. FATHI YUSUF AND UNITED CORPORATION
CIVIL NO. 12-370**

PAGE 1

ATTY: JOEL H. HOLT

NO.: 12-CV-370

DATE: January 25, 2013

PLAINTIFF(S) **MOHAMMAD HAMED (X)**

DEFENDANT(S) ()

EXHIBIT	NATURE OF EXHIBIT	IDENTIFIED	ADMITTED IN EVIDENCE
1	Deposition of Yusuf		
1A	Deposition excerpts of Yusuf		
2	Defendants Rule 12 Motion		
3	Defendant's Rule 12 Reply		
4	United v. Hamed Complaint		
5	Affidavit of Mohammad Hamed		
6	Affidavit of Wally Hamed		
7	Rent Notices January 2012 – January 2013		
8	Rent Calculation for Plaza East		
9	Rent Payment for Plaza East		
10	February 10, 2012 from De Wood to Hamed		
11	Letter from DeWood to Hamed		
12	March 13, 2012 Email DeWood to Hamed (with attachments)		
13	Group Exhibit Re \$2.7 Million Withdraw		
14	November 2, 2012 Letter Hamed to Yusuf		
15	Checks Payable to Yusuf/Untied lawyers		
16	Check payable to Smock & Moorehead		
17	Notice of Payment Re Stock February 6, 2012		
18	Yusuf's Handwritten Notes Re "Dorothia/Jordon Fund"		
19	Maher Yusuf Affidavit		

HAMD261608

1-31-2013

EXHIBIT	NATURE OF EXHIBIT	IDENTIFIED	ADMITTED IN EVIDENCE
20	Rent Statement February 1, 2013	✓	✓
21	Scotia Bank Statement		
22	Warranty Deed dated May 18, 2012	✓	✓
23	Warranty Deed dated June 21, 2012	✓	✓
24	Warranty Deed dated December 17, 2012	✓	✓
25	Island Title – Name Search Results		
26	Popular Securities Statement December 12, 2012	✓	✓
27	Checks to Fathi Yusuf	✓	✓
28	Trial Testimony of Mahar Yusuf 0		
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UNITED CORPORATION
4C & 4D Sion Farm
St Croix, USVI 00821
Phone (340) 778-6240

February 1, 2013

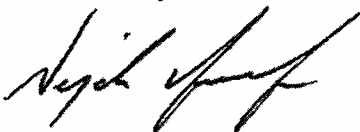
Mohammad Abdul Qader Hamed
Plaza Extra Supermarket
4-C & 4-D Estate Sion Farm
Christiansted, VI 00821

Statement of Rent due for Plaza Extra – East as of February 1, 2013

Rent due for Plaza Extra – East, January 1, 2012 through Jan. 31, 2013	Balance Due	\$3,271,764.31
ADD: 1% interest on outstanding Balance		<u>\$ 32,717.64</u>
	Amount Due	\$ 3,304,481.95
February 2013 Rent currently due:		<u>\$ 250,000.00</u>
	Total Balance due February 1, 2013	<u>\$ 3,554,481.95</u>

Please forward a check immediately.

Sincerely,



FOR → Fathi Yusuf



HAMD261610

25695
att. to k. s. l. p. c.
189-4879 069698

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;

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

Doc# 2012002041
Book: 1308
Pages: 87
Filed & Recorded
85/25/2012 2:40PM
ALTHEA PEDRO
RECORDER OF DEEDS
ST. CROIX
RECORDING FEE
PER PAGE FEE
DEED DOC STAMP

Althea R. Pedro
Recorder

87



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 seised 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
Alt. T.

R.L. Merwin
Robert L. Merwin, Co-Trustee
Dated: 5/18/2012

88

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 15th 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, 2018

[Signature]
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.

[Signature]
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

[Signature]
SURVEY & DEEDS SECTION
MARGARET F. ACOSTA
SPECIAL ASSISTANT

Doc# 2012002041
Book: 1508
Pages: 3
Filed & Recorded
05/25/2012 2:48PM *Althea L. Ledo*
ALTHEA PEDRO
RECORDER OF DEEDS
ST. CROIX
RECORDING FEE \$ 1,712.00
PER PAGE FEE \$ 4.00
DEED DOC STAMP \$ 51,000.00
Recorder

89



GOVERNMENT OF
THE UNITED STATES VIRGIN ISLANDS

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

1105 King Street • Christiansted, Virgin Islands 00830 • 340.773.6449 • Fax 340.773.0330
18 Kongens Gade • Charlotte Amalie, Virgin Islands 00802 • 340.774.2991 • Fax 340.774.4953

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


SIGNATURE

May 22, 2012
DATE

90

HAMD261614

RECORDERY OF THE VIRGIN ISLANDS
DISTRICT OF ST CROIX
I, ALTHEA A. PEDRO, Recorder of said district, do
hereby certify that the foregoing instrument contains a
true and complete copy of Warranty Deed
as same appears of record or on the file in P.E. 1308
Page 87 No. 2012002041 of the records
of St. Croix District, Virgin Islands. Given under my hand
and seal this 29th day of January, 2013.

ALTHEA A. PEDRO, RECORDER

Althea A. Pedro

FEE: \$ 13.00

#560824
1939084
United Corporation, Inc.
069732

Doc# 2012002549

GENERAL WARRANTY DEED

INDENTURE, made as of this 21st day of June, 2012 by and between **Frederik Side, Inc.**, a Virgin Islands Corporation, of 4960 South 27th Street, Milwaukee, WI 53221, hereinafter referred to as **Grantor**, and **United Corporation, Inc.**, a Virgin Islands Corporation, of 4-C & 4-D Estate Sion Farm P.O. Box 763 Christiansted, VI 00820; hereinafter referred to as **Grantee**;

WITNESSETH:

FOR THE SUM OF TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION paid by Grantee and received by Grantor, the receipt of which is hereby acknowledged, Grantor does hereby grant, bargain, sell and convey unto Grantee, its heirs, successors and assigns forever, the following described real property and improvements thereon (Property) situated in St. Croix, United States Virgin Islands, more particularly described as:

Remainder Plot No. 51, (4.05 U.S. Acres) Estate Hannah's Rest, West End Quarter, O.L.G. Drawing No. 5862, dated June 4th, 2007.

TOGETHER WITH all the tenements, hereditaments, and appurtenances thereunto belonging.

SUBJECT TO all applicable rights of way, easements, conditions, covenants, agreements and restrictions of public record; all zoning, building, environmental and other laws, regulations and ordinances affecting the use or occupancy of the Property;

TO HAVE AND TO HOLD the property hereinabove described unto Grantee, its successors and assigns, in fee simple forever.

Grantor covenants and warrants that it is lawfully seized of said premises and has a good right to convey the same; that said premises are free from any and all liens and encumbrances, except as herein stated; that Grantee shall quietly enjoy said premises, and Grantor further covenants that he will warrant and defend the title to said premises against the lawful claims of any and all persons whomsoever.

IN WITNESS WHEREOF, this Deed has been duly executed as of the day and year first above written. **IN WITNESS:**

Hilmi Hassan
HILMI HASSAN, President
for Fredrick Side, Inc.

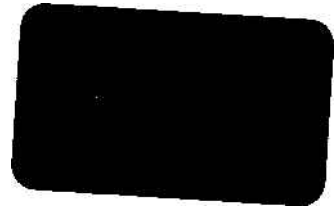
Janet A. Amro
Witness Name: Janet A. Amro
Address: 6001 S. 27th St
Greenfield, WI 53221

Mumen Museitef
MUMEN MUSEITEF, Secretary/Treasurer
for Fredrick Side, Inc.

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 21st DAY OF June 2012
[Signature]
NOTARY PUBLIC, MILWAUKEE COUNTY, WI
MY COMMISSION EXPIRES 11/24/2013

NOTARY PUBLIC STATE OF WISCONSIN
JAMAE M. AMRO
MY COMMISSION EXPIRES
M. AMRO

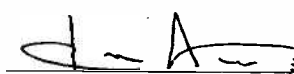
Doc# 2012002549
Book: 1317
Pages: 128
Filed & Recorded
07/06/2012 12:51 PM
AT THE OFFICE OF
RECORDS OF DEEDS
ST. CROIX
RECORDING FEE
\$12.00
PER PAGE FEE
\$4.00
DEEDS \$100
Recorder
Athena L. Hill



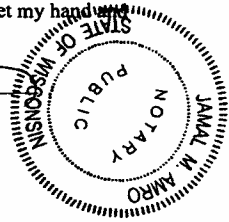
CORPORATE ACKNOWLEDGMENT

STATE OF WISCONSIN)
COUNTY OF MILW) SS:

On this 21st day of June, 2012, before me, the undersigned officer, personally appeared **HILMI HASSAN** who acknowledged himself to be the **President** of Fredrick Side, Inc., a U.S. Virgin Islands corporation, and that he as such **president** being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as president. IN WITNESS WHEREOF, I hereunto set my hand and official seal.



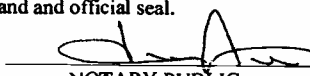
NOTARY PUBLIC



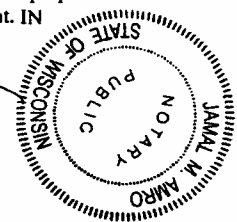
ACKNOWLEDGMENT

STATE OF WISCONSIN)
COUNTY OF MILW) SS:

On this 21st day of June, 2012, before me, the undersigned officer, personally appeared Hilmi Hassan who acknowledged himself to be the **witness** to this signed General Warranty Deed, and having executed the foregoing instrument for the purposes therein contained by signing his name as witness to the execution of this instrument. IN WITNESS WHEREOF, I hereunto set my hand and official seal.



NOTARY PUBLIC



Doc# 2012002549

Book: 1311

Pages: 128

Filed & Recorded 07/06/2012 12:51PM

Althea b Ledo

ALTHEA PEDRO
RECORDER OF DEEDS
ST CROIX

Recorder

RECORDING FEE	\$	512.00
PER PAGE FEE	\$	4.00
DEED DOC STAMP	\$	12,500.00

Warranty Deed
Remainder Plot No. 51 Hannah's Rest
Grantor: Fredrick Side, Inc. Grantee: United Corporation
Page 3 of 3

CERTIFICATE OF VALUE

IT IS HEREBY CERTIFIED that the value of the property described in the foregoing instrument for recording and stamp purposes does not exceed Five Hundred Thousand Dollars (\$500,000.00). The 2009 real property tax assessment is \$83,300.

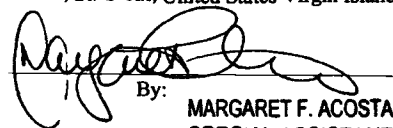
By: 
HILMI HASSAN, President
for Fredrick Side, Inc.

CERTIFICATE OF THE PUBLIC SURVEYOR

IT IS HEREBY CERTIFIED that, according to the records in the Office of the Public Surveyor, Christiansted, St. Croix, United States Virgin Islands, and the property described in the foregoing instrument has not undergone any change in respect to boundary and area.

Office of the Public Surveyor, Christiansted, St. Croix, United States Virgin Islands.

DATED: JUN 29 2012


By: MARGARET F. ACOSTA
SPECIAL ASSISTANT

Fee \$550



GOVERNMENT OF
THE UNITED STATES VIRGIN ISLANDS

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

1105 King Street • Christiansted, 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	4-09200-0203-00
LEGAL DESCRIPTION	51 HANNAHS REST
OWNER'S NAME	FREDERIK SIDE INC

Taxes have been researched up to and including 2009.

CERTIFIED TRUE AND CORRECT BY

Valencia Jackson
Tax Collector

SIGNATURE

May 25, 2012
DATE

[Faint, illegible text, possibly a stamp or secondary signature]

RECORDERY OF THE VIRGIN ISLANDS
DISTRICT OF ST. CROIX

I, ALTHEA A. PEDRO, Recorder of said district, do hereby certify that the foregoing instrument contains a true and complete copy of General Warranty Deed as same appears of record or on the file in P.C. 134 Page 100 No. 2012002549 of the records of St. Croix District, Virgin Islands. Given under my hand and seal this 29th day of January, 2013.

ALTHEA A. PEDRO, RECORDER

Althea A. Pedro

FEE: \$ 1300

070243

#93
2/10/12
2/10/12
2/10/12

WARRANTY DEED

This Deed is executed on December 17, 2012, between EG Properties, Inc., a U.S. Virgin Islands corporation ("Grantor") and United Corporation, a U.S. Virgin Islands Corporation, of PO Box 763, Christiansted, VI 00821 ("Grantee"). (Grantor and Grantee shall include their respective representatives, successors and assigns when the context requires or permits.)

In consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee the following described real property ("Property") situated in St. Croix, U. S. Virgin Islands:

Plot No. 3-A of Estate Enfield Green, consisting of 0.067 U.S. acre, more or less, Prince Quarter, and

Plot No. 3-B of Estate Enfield Green, consisting of 0.784 U.S. acre, more or less, Prince Quarter, both as shown on OLG Drawing No. 3173-004, dated June 16, 1975, revised March 16, 1987; and

Plot No. 4 of Estate Enfield Green, consisting of 125.995 U.S. acres, more or less, Prince Quarter, as shown on OLG Drawing No. 2650, dated August 27, 1969, revised February 25, 2000;

Doc# 2012004581
Book: 386
Filed & Recorded
12/27/2012 2:41PM
AT THE A. PENN
RECORDERS OFFICE
ST. CROIX
RECORDING FEE
PER PAGE FEE
REC'D DOC STAMP 2.5
12.00
4.00
13.50

Attorney's File
Recorder

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging.

SUBJECT TO all easements, right of ways, conditions, covenants, agreements, and restrictions of public record; all zoning, building, environmental and other laws and regulations affecting the use or occupancy of the Property; matters disclosed by an accurate survey of the Property; and all real property and ad valorem taxes for the year 2011 and all years thereafter and for all years for which the Government of the Virgin Islands issues any revised or supplemental tax bills (collectively "Permitted Exceptions").

TO HAVE AND TO HOLD the Property unto Grantee, United Corporation, its successors and assigns, in fee simple forever.

Grantor further covenants that Grantor is lawfully seized of the Property and has full right to convey the Property; that the Property is free and clear of all liens and encumbrances except the Permitted Exceptions; that Grantee shall quietly enjoy the Property; and Grantor shall forever warrant and defend the right and title to the Property to Grantee against the lawful claims of all persons, except for claims arising under or by virtue of the Permitted Exceptions.



IN WITNESS WHEREOF, this Deed has been duly executed by Grantor the day and year first above written.

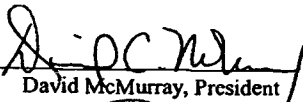
Dated: December 17, 2012.

Grantor:

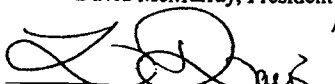
Attest:

EG Properties, Inc.

By: 
Bernadette Daniel, Secretary

By: 
David McMurray, President


Witness


Witness

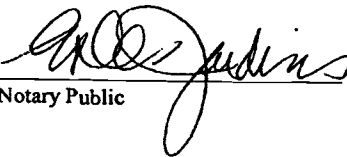
ACKNOWLEDGMENT

TERRITORY OF THE VIRGIN ISLANDS)
DISTRICT OF ST. CROIX)

The foregoing Warranty Deed was acknowledged before me on December 17, 2012, by David McMurray, President of EG Properties, Inc., a U.S. Virgin Islands corporation, on behalf of the corporation.

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

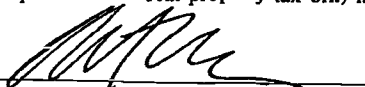
EILEEN DES JARDINS
Notary Public #NP-114-11
My Commission Expires: 12/14/15
St. Croix, U.S. Virgin Islands


Notary Public

CERTIFICATE OF VALUE

It is hereby certified that the value of the Property described in the foregoing Warranty Deed does not exceed the sum of Five Hundred Thousand Dollars (\$500,000.00).

The tax-assessed value of the Property (as per the 2010 real property tax bill) is \$534,500.00.


Robert A. Waldman, Attorney at Law

16


CERTIFICATE OF PUBLIC SURVEYOR

It is hereby certified that according to the records in the Public Surveyor's Office, the Property described in the foregoing Warranty Deed, has undergone no changes with regard to boundary and area.

Dated: DEC 24 2012

Fee: \$1,315⁰⁰

Office of the Public Surveyor

By: 
for: Wayne D. Callwood
Public Surveyor

Doc# 2012004581
Book: 1326
Pages: 1
Filed & Recorded
12/27/2012 2:41PM
ALTHER A. PENNO
RECORDER OF DEEDS
ST CROIX
RECORDING FEE \$ 512.00
PER PAGE FEE \$ 4.00
DEED DOC STAMP 2.5 \$ 13,363.00
Arthur L. Feltz
Recorder

17

3



GOVERNMENT OF
THE UNITED STATES VIRGIN ISLANDS

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

1105 King Street • Christiansted, Virgin Islands 00820 • 340.773.4449 • Fax: 340.773.0330
18 Kongens Gade • Charlotte Amalie, Virgin Islands 00802 • 340.774.2991 • Fax 340.774.4953

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	4-09500-0103-00
LEGAL DESCRIPTION	3-A,3-B & 4 ENFIELD GREEN
OWNER'S NAME	EG PROPERTIES INC

Taxes have been researched up to and including 2010.

CERTIFIED TRUE AND CORRECT BY

Valencio Jackson
Tax Collector


SIGNATURE

December 10, 2012
DATE

18

COMMONWEALTH OF THE VIRGIN ISLANDS
DISTRICT OF ST. CROIX

I, ALTHEA A. PEDRO, Recorder of said district, do hereby certify that the foregoing instrument contains a true and complete copy of Marriage Deed as same appears of record or on the file in P.C. 1326 Page 15 No. 20130101 of the records of St. Croix District, Virgin Islands. Given under my hand and seal this 27th day of January, 2013.

ALTHEA A. PEDRO, RECORDER

Althea A. Pedro

FEE: \$ 13.00

ENV# CEBBCXGVBB CZVNS_BBBBB
POPULAR SECURITIES
209 MUNOZ RIVERA AVE
POPULAR CENTER - 12TH FLOOR
SAN JUAN, PR 00918

01000015

UNITED CORP D/B/A PLAZA EXTRA
CHRISTIANSTED
PO BOX 763
CHRISTIANSTED VI 00821



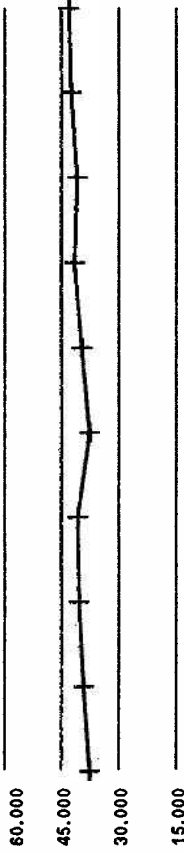
STATEMENT FOR THE PERIOD DECEMBER 1, 2012 TO DECEMBER 31, 2012

SUMMARY OF ACCOUNTS

TOTAL VALUE OF YOUR PORTFOLIOS \$43,069,015.83
as of December 31, 2012

Note: This summary is provided for your convenience and information only. Total Value of Your Portfolios is the sum of the Total Value for all accounts listed, including insurance and annuities assets held away. Please refer to your account statements for more detailed information and definitions. Changes in address and registration may affect accounts included in the summary.

CHANGE IN VALUE OF YOUR PORTFOLIOS
\$ millions



Change In Value Of Your Portfolios information can be found in Miscellaneous Footnotes at the end of this statement.

ACCOUNTS INCLUDED

Account Number	Prior Period Value as of 12/01/12	Current Period Value as of 12/31/12
GENERAL INVESTMENT ACCOUNTS		
UNITED CORPORATION D/B/A PLAZA EXTRA - Corporation	\$2,731.85	\$2,731.87
UNITED CORPORATION D/B/A PLAZA EXTRA - Corporation	\$7,148,327.18	\$7,307,526.68

Statement for the Period December 1, 2012 to December 31, 2012



ACCOUNTS INCLUDED > GENERAL INVESTMENT ACCOUNTS		<i>continued</i>	
	Account Number	Prior Period Value as of 12/01/12	Current Period Value as of 12/31/12
UNITED CORPORATION D/B/A PLAZA EXTRA - Corporation	PSP-055360	\$10,366,367.34	\$10,293,483.36
UNITED CORPORATION D/B/A PLAZA EXTRA - Corporation	PSP-055379	\$10,536,682.39	\$10,349,583.20
UNITED CORPORATION D/B/A PLAZA EXTRA - Corporation	PSV-004901	\$4,142,870.17	\$4,179,505.50
UNITED CORPORATION D/B/A PLAZA EXTRA - Corporation	PSV-004910	\$4,069,709.33	\$4,137,531.67
UNITED CORPORATION D/B/A PLAZA EXTRA - Corporation	PSV-004928	\$2,597,384.65	\$2,640,168.80
UNITED CORPORATION D/B/A PLAZA EXTRA - Corporation	PSV-004936	\$4,019,179.15	\$4,158,484.75
TOTAL GENERAL INVESTMENT ACCOUNTS		\$42,883,252.06	\$43,069,015.83
TOTAL PORTFOLIO VALUE		\$42,883,252.06	\$43,069,015.83



UNITED CORPORATION
D/B/A PLAZA EXTRA
PO BOX 503358
ST THOMAS, USVI 00805

11114

101-605/216

DATE 11-9-2001

PAY TO THE ORDER OF

Fathi Yusuf

\$ 20,000.00

Twenty Thousand and 00/100

DOLLARS

Scotiabank
THE BANK OF NOVA SCOTIA
CHARLOTTE-AMEN
ST THOMAS, USVI ISLANDS

FOR

personal

Fathi Yusuf

⑈011114⑈ ⑆021606056⑆ 044⑈55312010⑈

⑈0002000000⑈

Fathi Yusuf
55163827

PLAINTIFF'S
EXHIBIT
27

UNITED CORPORATION
D/B/A PLAZA EXTRA

PO BOX 503358
ST THOMAS, USVI 00805

12187

101-606/216

DATE 6-29-02

PAY
TO THE
ORDER OF

Fathi YOUSUF

\$ 50,000.00

Fifty Thousand 00/100

DOLLARS



Scotiabank
THE BANK OF NOVA SCOTIA
CHARLOTTE AMALIE
ST THOMAS, U.S. VIRGIN ISLANDS

FOR Home Construction

[Signature]

⑈012187⑈ ⑆021606056⑆ 044⑈55312010⑈

 **UNITED CORPORATION**
D/B/A PLAZA EXTRA
PO BOX 503358
ST THOMAS, USVI 00805

12813

101-605/216

DATE 10/3/02

PAY
TO THE
ORDER OF

Fathi Yusuf

\$ 50,000.00

Fifty thousand dollars ⁰⁰/₁₀₀

DOLLARS

Scotiabank 
THE BANK OF NOVA SCOTIA
CHARLOTTE, N.C.
ST THOMAS, U.S. VIRGIN ISLANDS



FOR

(Skyline)

Fathi Yusuf

⑈012813⑈ ⑆021606056⑆ 044⑈55312010⑈

CHARLAZ STYLE INC.

HAMD261632

UNITED CORPORATION
D/B/A PLAZA EXTRA
PO BOX 503958
ST THOMAS, USVI 00805

30445-002

50

13356

THE BANK OF NOVA SCOTIA
FUTU BANK
ST THOMAS, U.S.V.I.

101-605/216

DEC 24 2002

DATE 12-23-02

PAY TO THE ORDER OF

Fathi Yusuf

\$ 25,000.00

Twenty five thousand dollars

50

30445-002

00/100

DOLLARS



Scotiabank
THE BANK OF NOVA SCOTIA
CHARITTE ANNALE
ST THOMAS U.S. VIRGIN ISLANDS

FOR

Personal

Fathi Yusuf

⑈013356⑈ ⑆021606056⑆ 044⑈55312010⑈

55163827

[Handwritten signature]

UNITED CORPORATION
D/B/A PLAZA EXTRA
PO BOX 503358
ST THOMAS, VI 00805

14922

101-605/216

DATE 9-15-03

PAY TO THE ORDER OF Fathi Kyrif \$ 25,000.00

Twenty Five Thousand and 00/100 DOLLARS

Scotiabank
THE BANK OF NOVA SCOTIA
CLARENCE AVENUE
ST. THOMAS, VI 00805

FOR Retribution

⑈014922⑈ ⑆021606056⑆ 044⑈55312010⑈

SEP 1 2003
46

For deposit only to
Acct 55157126
[Handwritten signature]

911
UNITED CORPORATION
D/B/A PLAZA EXTRA
PO BOX 503358
ST THOMAS, VI 00805

15943

DATE Aug 10 2007 101-885/216

PAY TO THE ORDER OF

Fathi Yusuf
Twenty Five Thousand

\$ 25,000.00
DOLLARS

Scotiabank
THE BANK OF NOVA SCOTIA
CHARLOTTE AMALIE
ST THOMAS, U.S. VIRGIN ISLANDS

FOR personal

Fathi Yusuf

⑆015943⑆ ⑆021606056⑆ 044⑆55312010⑆ ⑆0002500000⑆

UNITED CORPORATION
D/B/A PLAZA EXTRA
PO BOX 503358
ST THOMAS, VI 00805

15921

DATE July 29 2007 101-885/216

PAY TO THE ORDER OF

Fathi Yusuf
Twenty Five Thousand

\$ 25,000.00
DOLLARS

Scotiabank
THE BANK OF NOVA SCOTIA
CHARLOTTE AMALIE
ST THOMAS, U.S. VIRGIN ISLANDS

FOR personal

Fathi Yusuf

⑆015921⑆ ⑆021606056⑆ 044⑆55312010⑆ ⑆0002500000⑆

15819

101-605/218

UNITED CORPORATION
D/B/A PLAZA EXTRA
 PO BOX 503358
 ST THOMAS, VI 00805

DATE 6-14-04

PAY TO THE ORDER OF Fathi Yusuf \$ 25,000.00

Twenty five thousand dollars /100 DOLLARS

Scotiabank
 THE BANK OF NOVA SCOTIA
 CHARLOTTE AMALIE
 ST THOMAS U.S. VIRGIN ISLANDS

FOR personal

[Signature]

⑈0 158 19⑈ ⑆02 1606056⑆ 044 553 120 10⑈ ⑈0002500000⑈

15765

101-605/216

UNITED CORPORATION
D/B/A PLAZA EXTRA
 PO BOX 503358
 ST THOMAS, VI 00805

DATE 5-20-2004

PAY TO THE ORDER OF Fathi Yusuf \$ 25,000.00

Twenty Five Thousand And 00/100 DOLLARS

Scotiabank
 THE BANK OF NOVA SCOTIA
 CHARLOTTE AMALIE
 ST THOMAS U.S. VIRGIN ISLANDS

FOR personal

[Signature]

⑈0 15765⑈ ⑆02 1606056⑆ 044 553 120 10⑈ ⑈0002500000⑈

15891

101-605/216

DATE 7-19-2004

\$ 14,000.00

DOLLARS



UNITED CORPORATION
D/B/A PLAZA EXTRA
P.O. BOX 503358
ST THOMAS, VI 00805

PAY TO THE ORDER OF Fath Yusef
Frederic Howard and son

Scotiabank
THE BANK OF NOVA SCOTIA
BANK OF SCOTIA
1110004118 0000000000

[Handwritten signature]

FOR PERSONAL USE
⑆01589⑆ ⑆021606058⑆ 04455312010⑆

⑆000000000⑆

7/18
UNITED CORPORATION
D/B/A PLAZA EXTRA
PO BOX 503358
ST THOMAS, VI 00805

15975

101-605/216

DATE 9/30/09

PAY TO THE ORDER OF

Fathi Yusuf

\$ 25,000.00

Twenty Five Thousand dollars

DOLLARS

Scotiabank
THE BANK OF NOVA SCOTIA
CHARLOTTE, VIRGINIA
ST THOMAS, U.S. VIRGIN ISLANDS

FOR

personal

[Signature]

⑈015975⑈ ⑆021606056⑆ 044⑈55312010⑈

⑈0002500000⑈

UNITED CORPORATION
D/B/A PLAZA EXTRA
PO BOX 503358
ST THOMAS, VI 00805

16009

101-605/216

DATE Sept 20 2009

PAY TO THE ORDER OF

Fathi Yusuf

\$ 25,000.00

Twenty Five Thousand

DOLLARS

Scotiabank
THE BANK OF NOVA SCOTIA
CHARLOTTE, VIRGINIA
ST THOMAS, U.S. VIRGIN ISLANDS

FOR

personal

[Signature]

⑈016009⑈ ⑆021606056⑆ 044⑈55312010⑈

⑈0002500000⑈

UNITED CORPORATION
D/B/A PLAZA EXTRA
PO BOX 503358
ST THOMAS, VI 00805

16026

101-446216

PAY TO THE ORDER OF

FAITH VLSIF

\$ 25,000.00

DATE

4-24-09

DOLLARS

Scotiabank
THE BANK OF NOVA SCOTIA
CHANDLER AVENUE
ST THOMAS, VI VIRGIN ISLANDS

FOR

Personal

⑆016026⑆ ⑆021606056⑆ 044⑆55312010⑆

⑆0002500000⑆

UNITED CORPORATION
D/B/A PLAZA EXTRA
PO BOX 503358
ST THOMAS, VI 00805

16039

101-809216

PAY TO THE ORDER OF

FAITH VLSIF

\$ 10,000.00

DATE

10-26-2009

DOLLARS

Scotiabank
THE BANK OF NOVA SCOTIA
CHANDLER AVENUE
ST THOMAS, VI VIRGIN ISLANDS

FOR

Personal

⑆016039⑆ ⑆021606056⑆ 044⑆55312010⑆

⑆0001000000⑆

182 556086

[Signature]
for deposit only
182 556086

18603

101-606/216

DATE _____

PAY TO THE ORDER OF _____ \$ _____

HOLLARS

Security Features See the back

Scotiabank
THE BANK OF NOVA SCOTIA
ST. JOHN'S NEW BRUNSWICK ISLANDS

UNITED CORPORATION D/B/A
PLAZA EXTRA
TEL (340) 778-6240
PO BOX 763 C-STED
SAINT CROIX, USVI 00821-0763

FOR "018603" "0216060691: 05800065811" MP "0003000000"

DATE	AMOUNT

00000000000000000000
00000000000000000000
00000000000000000000
00000000000000000000
00000000000000000000



HAMD260750

*Original on file
Wanda E. chi*

THIS CHECK IS DELIVERED IN CONNECTION WITH THE FOLLOWING ACCOUNT (S)

DATE	AMOUNT

18854

101-806/216

DATE 11/10/02

PAY TO THE ORDER OF Wanda E. Chi \$ 200,000.00

200,000.00 DOLLARS

Scotiabank
THE BANK OF NOVA SCOTIA
SANTO ESPINO
ST. JOHN'S, N.S. / ST. JOHN'S ISLANDS

FOR

MP

⑆018854⑆ ⑆021606069⑆ 058⑆0006581⑆

⑆000200000⑆

Wanda E. Chi

© HARLAND & HARRIS INC.

Handwritten scribbles at the top of the page.

THIS CHECK IS DELIVERED IN CONNECTION WITH THE FOLLOWING ACCOUNT (S)	
DATE	AMOUNT

19192

**UNITED CORPORATION D/B/A
PLAZA EXTRA**
TEL (840) 778-6240
PO BOX 763 C-STED
SAINT CROIX, USVI 00821-0763

DATE 9/27/02 101-606/216

PAY TO THE ORDER OF Wally Hemel \$ 20,000.00
Twenty Thousand Dollars DOLLARS

Scotiabank
THE BANK OF NOVA SCOTIA
ST. CROIX, U.S. VIRGIN ISLANDS

FOR Wally Hemel ^{MP}

⑆019192⑆ ⑆021606069⑆ 058⑆00065811⑆ ⑆000200000⑆

Security Features on Back

Handwritten signature or scribble at the bottom of the page.

19259

101-606/216

UNITED CORPORATION D/B/A
PLAZA EXTRA

TEL (340) 778-6240
PO BOX 783 CSTED
SAINT CROIX, USVI 00821-0763

DATE

\$ 000

DOLLARS

Security
Features
Embossed
MICR

PAY TO THE
ORDER OF

Scotiabank
THE BANK OF NOVA SCOTIA
ST. JOHN'S ISLE
BY CPDOL U.S. VIRGIN ISLANDS

FOR

⑆019259⑆

⑆021606069⑆ 058⑆0006581⑆

⑆000200000⑆

182 556086

THIS CHECK IS DELIVERED IN CONNECTION WITH THE FOLLOWING ACCOUNT (#)

DATE	AMOUNT

© 1994 Scotiabank

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

**UNITED STATES OF AMERICA, and
GOVERNMENT OF THE VIRGIN ISLANDS,
Plaintiffs,**

vs.

**FATHI YUSUF MOHAMAD YUSUF,
aka Fathi Yusuf
WALEED MOHAMMAD HAMED,
aka Wally Hamed
WAHEED MOHOMMAD HAMED,
aka Willie Hamed
MAHER FATHI YUSUF,
aka Mike Yusuf
NEJEH FATHI YUSUF
ISAM YUSUF, and
UNITED CORPORATION,
dba Plaza Extra,
Defendants.**

CRIMINAL NO. 2005-15F/B

**RECEIVED
2010 FEB 26 PM 4: 00
DISTRICT OF THE VIRGIN ISLANDS
ST. CROIX, VI.**

PLEA AGREEMENT

I.

INTRODUCTION

This agreement is entered into by and between defendant United Corporation, d/b/a Plaza Extra (hereinafter "United"), Thomas Alkon, Esquire, and Warren B. Cole, Esquire, Attorneys for United; Fathi Yusuf Mohamad Yusuf, Waleed Mohammad Hamed, Waheed Mohammad Hamed, Maher Fathi Yusuf, NejeH Fathi Yusuf, and the Department of Justice, Tax Division, and the United States Attorney for the District of the Virgin Islands (collectively referred to as the "Government").

The parties agree to the following terms:



A. United will plead guilty to Count Sixty of the Third Superseding Indictment, which charges willfully making and subscribing a 2001 U.S. Corporation Income Tax Return (Form 1120S), in violation of Title 33, Virgin Islands Code, Section 1525(2).

B. At the time that United enters its plea to the above-referenced count, the Government will dismiss all counts of the Indictment with prejudice against FATHI YUSUF MOHAMAD YUSUF, aka Fathi Yusuf, WALEED MOHAMMAD HAMED, aka Wally Hamed, WAHEED MOHAMMED HAMED, aka Willie Hamed, MAHER FATHI YUSUF, aka Mike Yusuf, ISAM MOHAMAD YOUSUF, aka Sam Yousuf, and NEJEH FATHI YUSUF (all collectively referred to as "individual defendants") , including the temporary restraining order and forfeiture allegations. The Government agrees not to file any additional criminal charges against United or any of the individual defendants for conduct arising out of the facts alleged in the Indictment. In accordance with paragraph VI. below, the Department of Justice of the Virgin Islands also agrees that it will file no criminal charges against United or any of the individual defendants for any conduct arising out of the facts alleged in the Indictment.

The Government agrees to dismiss with prejudice all remaining counts of the Indictment against United, including the temporary restraining order and forfeiture allegations, at the time of sentencing.

II.

NATURE OF THE OFFENSE

United agrees to plead guilty to Count Sixty of the Indictment, which charges a violation of Title 33, Virgin Islands Code, Section 1525(2). United acknowledges that the offense to which it is pleading has the following elements:

A. Elements

1. United aided, assisted, procured, counseled, advised, or caused the preparation and presentation of a return;
 2. The return was fraudulent or false as to a material matter;
- and
3. United acted willfully.

B. Elements Understood and Admitted.

United, through a representative empowered to accept this plea by virtue of a duly enacted resolution of its Board of Directors, has fully discussed the facts of this case with defense counsel. United committed each of the elements of the crime charged in Count Sixty of the Indictment and admits that there is a factual basis for a plea of guilty to the charge.

C. Factual Basis.

The parties agree that the following facts are true and undisputed:

On or about September 18, 2002, United willfully aided, assisted, procured, counseled, advised, or caused the preparation and presentation of a materially false corporate income tax return on Form 1120S for the year 2001 and filed such return with the Virgin Islands Bureau of Internal Revenue (VIBIR).

Specifically, United reported gross receipts or sales on line 1c. as \$69,579,412, knowing that the true amount was approximately \$79,305,980.

III.

PENALTIES

A. United acknowledges that the maximum penalties for violation of Count Sixty are the following:

1. A maximum fine of \$5,000;
2. The Government may seek costs of prosecution, including but not limited to 1) costs incurred to produce discovery in the investigation and prosecution of this matter; 2) costs incurred by the United States Marshal's Service to monitor the operations of Defendant United pursuant to the Temporary Restraining Order, currently estimated at approximately \$1.5 million; and 3) costs related to witness appearance and travel fees in the investigation and prosecution of this matter. United reserves the right to object to the imposition of the aforementioned costs and to contest the amounts claimed by the Government.
3. Restitution in an amount that represents any and all unpaid gross receipts taxes, corporate income taxes, and individual income taxes owing to the VIBIR for the Indictment years 1996, 1997, 1998, 1999, 2000, and 2001. Said restitution is to be determined by the Court in accordance with the figures and ranges set forth in Exhibit 1, accepting as proven those figures stipulated by the parties. For those numbers still in dispute, the Court will determine the appropriate amount within the ranges proposed by the parties in Exhibit 1, following briefing, evidentiary presentation, and argument. In making its

determination, the Court may consider all relevant and material evidence presented by the parties without regard to the Federal Rules of Evidence, so long as such evidence is disclosed in advance to the opposing party. Prior to submitting restitution amounts for the Court's consideration in preparation for sentencing, the parties agree to negotiate in good-faith to arrive at a mutually acceptable amount.

4. A term of probation of one year, with conditions as set forth in paragraph VIII.E. United understands that failure to comply with any of the conditions of probation may result in the imposition of further penalties.

B. In addition to the statutory penalties for violation of Title 33, Virgin Islands Code, Section 1525(2), United shall pay a substantial monetary penalty within the range set forth in paragraph VIII.B., as determined by the Court following briefing and argument by the parties.

IV.

WAIVER OF TRIAL RIGHTS

United understands that this guilty plea waives all of the following rights:

- A. To plead not guilty and to require the Government to prove the elements of the crimes beyond a reasonable doubt;
- B. To a speedy and public trial by jury;
- C. To assistance of counsel at all stages of trial;
- D. To confront and cross-examine witnesses against United; and
- E. To present evidence and to have witnesses testify on United's behalf.

V.

**UNITED'S REPRESENTATION THAT GUILTY PLEA IS KNOWING
AND VOLUNTARY**

United represents that:

- A. United has had a full opportunity to discuss all the facts and circumstances of this case with its counsel and has a clear understanding of the charges and the consequences of pleading guilty;
- B. No one has made any promises or offered any rewards in return for United's guilty plea, other than those contained in this Plea Agreement, in Exhibit 2, which contains the letter of understanding dated February 12, 2010 (this plea agreement controls in the event of any conflicts), or otherwise disclosed to the Court;
- C. No one has threatened United to induce this guilty plea; and
- D. United is pleading guilty because in truth and in fact United *is* guilty and for no other reason.

VI.

**AGREEMENT LIMITED TO UNITED STATES ATTORNEY'S OFFICE FOR THE
DISTRICT OF THE VIRGIN ISLANDS AND TAX DIVISION**

This Plea Agreement is between United Corporation, the Individual Defendants, and the Government. This Agreement is not intended to bind any other federal, state, or local prosecuting, administrative, or regulatory authorities except to the extent specifically expressed herein. The Government will bring this Plea Agreement to the attention of other authorities if requested by United.

VII.

PLEA AGREEMENT SUBJECT TO COURT APPROVAL

Pursuant to Rule 11(c)(1)(C) of the Federal Rules of Criminal Procedure, the parties acknowledge and agree that United should be ordered to pay the fine, restitution, and monetary penalties contained within this Plea Agreement and should be sentenced to a term of probation of one year:

If the Court does not adopt the agreement of the parties pursuant to Rule 11(c)(1)(C), both United and the Government reserve the right to withdraw from this Plea Agreement.

VIII.

PARTIES' SENTENCING RECOMMENDATIONS

A. **Fine.** The parties agree that the maximum statutory fine of \$5,000 should be imposed.

B. **Monetary Penalty:** The parties propose that the monetary penalty to be imposed pursuant to paragraph III.B. above be imposed in an amount between \$250,000 to \$5,715,748.

C. **Costs of Prosecution:** The Government proposes that costs of prosecution be imposed as discussed above in paragraph III.A.2. United contests said number and the categories of costs to be awarded.

D. **Restitution.** The parties propose the restitution amounts and ranges as set forth in Exhibit 1, as referenced in paragraph III.A.3. above.

E. **Terms of Probation**

1. United agrees to a term of probation of one year and agrees to be monitored by an independent third party certified public accounting firm to

assure its compliance with the tax laws of the VIBIR. United agrees to cooperate with the independent third party in carrying out such party's obligations under this agreement. The selection of a certified public accounting firm as the independent third party will be expressly approved by the Government prior to the beginning of the term of probation. If the parties cannot reach agreement on a third party, the independent third party will be selected by the Court.

2. The independent third party shall make quarterly reports to the Government, the Court, and United of United's financial condition, results of business operations, tax filings, tax payments, and accounting for the disposition of all funds received.

3. United shall submit to:

(a) a reasonable number of regular or unannounced examinations of its books and records at appropriate business premises by the independent third party; and

(b) a periodic review of financial statements and tax returns of United.

4. United shall be required to notify the court or independent third party immediately upon learning of (a) any material adverse change in its business or financial condition or prospects, or (b) the commencement of any bankruptcy proceeding, major civil litigation, criminal prosecution, or administrative proceeding against United, or any investigation or formal inquiry by governmental authorities regarding United's financial operations.

5. United shall make periodic payments, as specified by the Court, in the following priority: (a) restitution; (b) fine; and (c) substantial monetary penalty. After sentencing, the Government agrees to release all liens, penders, restraining orders, liens, or other encumbrances or property except to the extent necessary to assure valid security for the payments of all amounts referenced above. United shall develop and submit to the Court an effective compliance and ethics program consistent with §8B2.1 (Effective Compliance and Ethics Program) of the United States Sentencing Guidelines. United shall include in its submission a schedule for implementation of the compliance and ethics program.

6. Upon approval by the Court of the ethics program referred to above, United shall notify its owners, shareholders, directors, officers, and employees of its criminal behavior and its programs referred to above. Such notice shall be in a form prescribed by the Court.

7. United shall make periodic reports to the Government and to the Court at intervals and in a form specified by the Court, regarding the organization's progress in implementing the ethics program referred to above. Among other things, such reports shall disclose any criminal prosecution, civil litigation, or administrative proceeding commenced against United, or any investigation or formal inquiry by governmental authorities concerning United's financial operations of which United learned since its last report.

IX.

UNITED WAIVES APPEAL AND COLLATERAL ATTACK

In exchange for the Government's concessions in this Plea Agreement, United waives, to the full extent of the law, any right to appeal or collaterally attack the conviction and sentence, including any restitution order, except in the following circumstances: (i) the sentence exceeded the maximum statutory penalty; or (ii) the sentence violated the Eighth Amendment to the United States Constitution.

X.

FURTHER CRIMES OR BREACH OF THE AGREEMENT WILL PERMIT THE GOVERNMENT TO RECOMMEND A HIGHER SENTENCE OR TO SET ASIDE THE PLEA

This Plea Agreement is based on the understanding that United will commit no additional criminal conduct before sentencing. If United engages in additional criminal conduct between the time of execution of this agreement and the time of sentencing, or breaches any of the terms of any agreement with the Government, the Government will not be bound by the recommendations in this Plea Agreement and may recommend any lawful sentence.

XI.

COOPERATION WITH INTERNAL REVENUE SERVICE AND VIRGIN ISLANDS BUREAU OF INTERNAL REVENUE

During the pendency of this matter, United, its shareholders, the individual defendants in this case, and certain related entities and individuals identified in various pleadings or motions in this case, upon the specific advice of their counsel in this matter, did not file tax returns and certain other reporting

documents to the United States or the United States Virgin Islands (USVI) on Fifth Amendment grounds. During the pendency of this matter, those same individuals and entities endeavored to work cooperatively with the U.S. Marshals Service and the USVI governments to pay over as deposits their best estimate of taxes owed on those returns.

Prior to sentencing, United agrees to cooperate with the Government and the VIBIR in filing complete and accurate corporate income tax returns and gross receipts returns for years 2002, 2003, 2004, 2005, 2006, 2007, and 2008 and in paying in full the amounts due thereupon. United agrees to comply with all current tax reporting and payment obligations between the execution of this agreement and sentencing. In addition, prior to the sentencing hearing in this matter, United's shareholders (FY 32.5%, FY 32.5%, SY 7%, ZY 7%, YY 7%, MY 7%, NY 7%), and the individual defendants shall file the outstanding returns and reporting documents and shall make full payments of the amounts due thereupon. United acknowledges that a special condition of probation will require that all corporate returns be filed, and all amounts due and owing under this agreement and all taxes due and owing for tax years 2002 through 2008 must be paid prior to the termination of the period of probation.

The Government agrees that no foreign bank account-related charges or discretionary penalties shall be applied with respect to United or any of the individual defendants so long as such reporting and regulatory compliance is made for each of the years 1996 through 2008 prior to sentencing.

XII.

ENTIRE AGREEMENT

The Plea Agreement and Exhibit 2 embody the entire agreement between the parties.

Upon the acceptance of the plea of guilty to Count Sixty by United in accordance with this agreement, the Government agrees to promptly move the Court for an Order dismissing the restraining orders against the individual defendants, except to the extent necessary to assure valid security for the payments of all amounts referenced in paragraph VIII., and shall move for entry of an order removing of record all notices of lis pendens or other encumbrances filed in connection with this case against all properties owned in whole or in part by any persons other than United. The parties agree to meet and confer to determine a schedule to remove pending lis pendens, liens, and other restrictions.

XIII.

MODIFICATION OF AGREEMENT MUST BE IN WRITING

No modification of the Plea Agreement shall be effective unless in writing signed by the Government, United, the individual defendants, and United's shareholders.

XIV.

UNITED AND COUNSEL FULLY UNDERSTAND AGREEMENT

By signing this Plea Agreement, United's representative certifies that he or she has been given lawful authority to enter into this Plea Agreement. United further certifies that its counsel has discussed the terms of this Plea Agreement

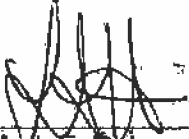
with appropriate officer and directors of United and that United fully understands its meanings and effect.

The Government agrees to the terms set forth in this Plea Agreement.

RONALD SHARPE
UNITED STATES ATTORNEY

JOHN A. DICICCO
ACTING ASSISTANT ATTORNEY GENERAL
DEPARTMENT OF JUSTICE, TAX DIVISION


Dated: 2/26/10



Mark F. Daly
Lori A. Hendrickson
Kevin C. Lombardi
Trial Attorneys

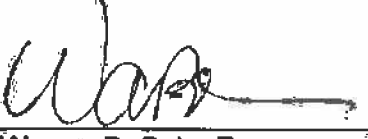
The defendant United Corporation agrees to the terms set forth in this Plea Agreement.

Dated: 2/26/10




Thomas Alkon, Esq.
Attorney for Defendant United Corporation

Dated: 2/26/10



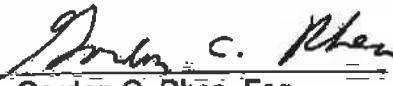
Warren B. Cole, Esq.
Attorney for Defendant United Corporation


Dated: 2/26/10




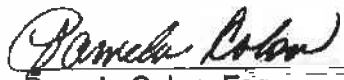
Warren B. Cole, Esq.
Attorney for Defendant's unindicted shareholders

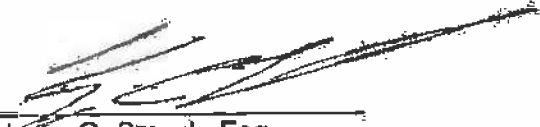
Dated: 2-26-10 
Maher Fathi Yusuf
President, Defendant United Corporation

Dated: 2/26/10 
Gordon C. Rhea, Esq.
Attorney for Defendant Waleed Mohammed Hamed

Dated: 2/26/10 
Randall P. Andreozzi, Esq.
Attorney for Defendant Waleed Mohammed Hamed

Dated: 2/26/10 
Derek M. Hodge, Esq.
Attorney for Defendant Nejeah Fathi Yusuf

Dated: 2/26/10 
Pamela Colon, Esq.
Attorney for Defendant Waheed Mohammed Hamed

Dated: 2/26/10 
Henry C. Smock, Esq.
Attorney for Defendant Fathi Yusuf Mohamad Yusuf


Dated: 2/26/10 
John K. Dema, Esq.
Attorney for Defendant Maher Fathi Yusuf

EXHIBIT 1 - RESTITUTION NUMBERS FOR TAX LOSS

Description	Government	Defendant
Gross Receipts Tax 1996	\$324,149.55	\$0.00
Gross Receipts Tax 1997	\$234,506.94	\$0.00
Gross Receipts Tax 1998	\$619,496.89	\$272,251.00
Gross Receipts Tax 1999	\$558,830.86	\$603,633.00
Gross Receipts Tax 2000	\$642,057.28	\$642,057.00
Gross Receipts Tax 2001	\$478,832.33	\$386,081.00
TOTAL GROSS RECEIPTS TAXES	\$2,857,873.85	\$1,904,022.00
Corporate Income Tax - 1996	\$2,214,307.41	\$0.00
Corporate Income Tax - 1997	\$2,360,868.66	\$427,011.00
Corporate Income Tax - 1998	\$3,993,535.34	\$488,323.00
TOTAL CORPORATE INCOME TAX	\$8,568,711.41	\$915,334.00
Individual Income Tax - 1999 - FY 32.5%	\$1,046,359.70	\$0.00
Individual Income Tax - 1999 - FY 32.5%	\$1,046,359.70	\$0.00
Individual Income Tax - 1999 - SY 7%	\$225,369.78	\$0.00
Individual Income Tax - 1999 - ZY 7%	\$225,369.78	\$0.00
Individual Income Tax - 1999 - YY 7%	\$225,369.78	\$0.00
Individual Income Tax - 1999 - MY 7%	\$225,369.78	\$0.00
Individual Income Tax - 1999 - NY 7%	\$225,369.78	\$0.00
TOTAL INDIVIDUAL INCOME TAX - 1999	\$3,219,568.31	\$0.00
Individual Income Tax - 2000 - FY 32.5%	\$1,458,473.19	\$0.00
Individual Income Tax - 2000 - FY 32.5%	\$1,458,473.19	\$0.00
Individual Income Tax - 2000 - SY 7%	\$314,132.69	\$0.00
Individual Income Tax - 2000 - ZY 7%	\$314,132.69	\$0.00
Individual Income Tax - 2000 - YY 7%	\$314,132.69	\$0.00
Individual Income Tax - 2000 - MY 7%	\$314,132.69	\$0.00
Individual Income Tax - 2000 - NY 7%	\$314,132.69	\$0.00
TOTAL INDIVIDUAL INCOME TAX - 2000	\$4,487,609.81	\$0.00
Individual Income Tax - 2001 - FY 32.5%	\$1,545,993.69	\$0.00
Individual Income Tax - 2001 - FY 32.5%	\$1,545,993.69	\$0.00

Individual Income Tax - 2001 - SY 7%	\$332,983.26	\$0.00
Individual Income Tax - 2001 - ZY 7%	\$332,983.26	\$0.00
Individual Income Tax - 2001 - YY 7%	\$332,983.26	\$0.00
Individual Income Tax - 2001 - MY 7%	\$332,983.26	\$0.00
Individual Income Tax - 2001 - NY 7%	\$332,983.26	\$0.00
TOTAL INDIVIDUAL INCOME TAX - 2001	\$4,756,903.67	\$0.00
TOTAL ALL TAXES	\$23,890,667.04	\$2,819,356.00

Exh: 617 2

February 12, 2010

Lori A. Hendrickson, Esq.
US DOJ/Tax Division/N.Criminal Section
601 D. Street NW, Room 7814
Washington, DC 20004-2904

Re: United States v. Fathi Yusuf, Crim. No. 05-0015

Dear Ms. Hendrickson:

We write to memorialize the process and parameters that will culminate in a formal plea agreement in this case. The parties have agreed to the following terms:

- Defendant United Corporation (d.b.a. Plaza Extra) agrees to plead guilty to Count Sixty, filing a false 2001 Form 1120S, in violation of Title 33, Virgin Islands Code, Section 1525(2);
- The government agrees to dismiss the pending charges against the individual defendants immediately after defendant United Corporation's guilty plea has been entered in court by an authorized representative of defendant United Corporation, according to the terms of a signed plea agreement. The Government agrees not to prosecute United Corporation or any other individual or entity for any other crimes arising out of the conduct alleged in the Third Superseding Indictment;
- The government agrees to dismiss the remaining pending charges against United at the sentencing hearing;
- The parties agree to meet with each other and with representatives of the Virgin Islands Bureau of Internal Revenue (VIBIR) to try to reach agreement for restitution numbers for unpaid gross receipts taxes, corporate income taxes, and individual income taxes for the Indictment years 1996, 1997, 1998, 1999, 2000, and 2001. The numbers for which the parties are able to agree will be set forth in the plea agreement;
- If the parties are unable to reach agreement on any of the tax loss numbers for the Indictment years, they will set forth their own tax loss numbers for each year and for each particular tax, in a format identical to the attached chart. The parties agree that the final determination of the restitution amount for the unpaid gross receipts taxes, corporate income taxes, and individual income taxes for the Indictment years 1996, 1997, 1998, 1999, 2000, and 2001, will be made by Judge Finch after the

Letter of Agreement

February 12, 2010

Page 2 of 5

parties submit sentencing memoranda and present testimonial and documentary evidence at a hearing. The parties agree that Judge Finch will determine a liability based on the range of numbers asserted by the parties in the plea agreement.

- The determination of Judge Finch of the restitution by United Corporation shall be conclusive of all taxes due and owing to the Government of the Virgin Islands for years 1996, 1997, 1998, 1999, 2000, and 2001 with respect to all taxes of the shareholders of United Corporation, both indicted and non-indicted, and employees of United, including Waheed Hamed and Waleed Hamed, due on or for or on account of income earned by United Corporation during said years and upon payment all such tax liabilities shall be deemed satisfied in full.
- Defendant United Corporation agrees to a term of probation of one year, and agrees to be monitored by an independent third party certified public accounting firm during the term of probation to assure its compliance with the tax laws of the VIBIR. The selection of the independent third party will be expressly approved by the government prior to the beginning of the term of probation. If the parties cannot reach agreement on a third party, the independent third party will be selected by the Court;
- The government agrees not to prosecute United Corporation or individual defendants, or assert any civil or criminal accuracy related or reporting penalties, in years 2002, 2003, 2004, 2005, 2006, 2007, and 2008, provided that the individual defendants tender documentary proof that they have filed tax returns and paid tax due as set forth on those returns and as reviewed and accepted by the VIBIR;
- United, its shareholders, and the individual defendants referenced in the Indictment agree to cooperate with VIBIR to file full and complete tax returns for all post indictment years through present and to make full payment on any amounts due thereon. The Government agrees that no interest, penalties, or time and interest sensitive penalties should be imposed on the post-indictment returns so long as said returns are filed in accordance with this agreement. To the extent tax deposits already submitted exceed the amount owed on the post indictment returns as filed, such deposits should be reallocated to other tax periods or refunded to the particular tax payer. The VIBIR reserves the right to review the returns to be filed hereunder to determine whether they are accurate as filed.
- No foreign bank account-related charges or discretionary penalties shall be applied with respect to any of the individuals and entities so long as such reporting and regulatory compliance is made for the subject post-indictment years. (United States Department of Justice, and not VIBIR, has authorization over this provision).
- The parties agree that United will pay a \$5,000 fine and that the Government may seek a substantial monetary penalty. The parties will negotiate in good faith to determine the character of this penalty and will set forth a defined range from

Letter of Agreement
February 12, 2010
Page 3 of 5

which Judge Finch will make a final ruling. The parties agree that the Government may also seek reimbursement from United for the actual costs of prosecution, which will be set forth in the plea agreement. United reserves the right to contest the above mentioned penalties and prosecution costs.


- Defendant United Corporation, the individual defendants, and the shareholders of United Corporation, all agree to file original individual income tax returns (or correcting amended returns, if appropriate) for the years 2002, 2003, 2004, 2005, 2006, 2007, and 2008, and provide any documentation or information requested by the VIBIR in order for the VIBIR to make their own independent review and assessment of the accuracy of such returns. Defendant United Corporation, the individual defendants, and the shareholders of United Corporation all agree to take these actions prior to the sentencing hearing;

The United States government and the United States Virgin Islands government agree to the terms set forth in this Letter of Agreement.

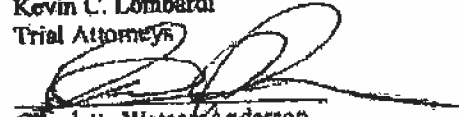
RONALD SHARPE
UNITED STATES ATTORNEY

JOHN A. DICICCO
ACTING ASSISTANT ATTORNEY GENERAL
DEPARTMENT OF JUSTICE
TAX DIVISION


Dated: 2/12/2010


Mark F. Daly
Lori A. Hendrickson
Kevin C. Lombardi
Trial Attorneys

Dated: 2/13/10


Claudette Watson Anderson
Director
Virgin Islands Bureau of Internal Revenue


Dated: 2/12/10


Denise George
Assistant Attorney General
Virgin Islands Department of Justice
Office of the Attorney General


The defendant United Corporation agrees to the terms set forth in this Letter of Agreement.

Letter of Agreement
February 12, 2010.
Page 4 of 5


Dated: 2/26/10


Thomas Alkon, Esq.
Attorney for Defendant United Corporation

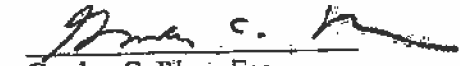
Dated: 2/26/10


Warren B. Cole, Esq.
Attorney for Defendant United Corporation

Dated: 2/26/10


MAHER FATHI YUSUF
President, Defendant United Corporation


Dated: 2/26/10


Gordon C. Rhea, Esq.
Attorney for Defendant Waleed Mohammed Hamed


Dated: 2/26/10


Randall P. Andreozzi, Esq.
Attorney for Defendant Waleed Mohammed Hamed

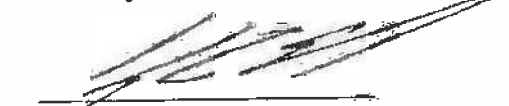
Dated: 2/26/10


Derek M. Hodge, Esq.
Attorney for Defendant Nejeah Fathi Yusuf

Dated: 2/26/10


Pamela Colon, Esq.
Attorney for Defendant Waheed Mohammed Hamed

Dated: 2/26/10


Henry C. Smock, Esq.
Attorney for Defendant Fathi Yusuf Mohamad Yusuf

Dated: 2/26/10


John K. Dema, Esq.
Attorney for Defendant Maher Fathi Yusuf

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

**UNITED STATES OF AMERICA, and
GOVERNMENT OF THE VIRGIN ISLANDS,
Plaintiffs,**

vs.

**FATHI YUSUF MOHAMAD YUSUF,
aka Fathi Yusuf
WALEED MOHAMMAD HAMED,
aka Wally Hamed
WAHEED MOHOMMAD HAMED,
aka Willie Hamed
MAHER FATHI YUSUF,
aka Mike Yusuf
NEJEH FATHI YUSUF
ISAM YUSUF, and
UNITED CORPORATION,
dba Plaza Extra,
Defendants.**

CRIMINAL NO. 2005-15F/B

PLEA AGREEMENT- ADDENDUM

The parties agree to the following:

- 1) United will pay a \$5,000 fine, as set forth in Paragraphs III.A.1 and VIII.A;
- 2) United will pay \$10 million to the VIBIR for restitution, as set forth in Paragraphs III.A.3 and VIII.D;
- 3) United will pay \$1 million as a substantial monetary penalty, as set forth in Paragraphs III.A.2, III.B, VIII.B, and VIII.C.

In consideration of the settlement herein, United, the individual defendants, and United's shareholders, and their heirs, executors, administrators, or assigns do hereby stipulate and agree to pay the agreed upon



sums, and to waive and release any and all claims, demands, rights, and causes of action of whatsoever kind and nature, whether sounding in tort, contract, or any other theory of legal liability, including any claims for fees, interest, costs, and expenses, arising from, and by reason of, any and all known and unknown, foreseen and unforeseen, bodily and personal injuries, death, or damage to property, and the consequences thereof, which United, the individual defendants, and United's shareholders, or their heirs, executors, administrators, or assigns may have or hereafter acquire against the United States, its agents, servants, and employees on account of the same subject matter that gave rise to the above-captioned action. United, the individual defendants, and United's shareholders, and their heirs, executors, administrators, and assigns do hereby further agree to reimburse, indemnify, and hold harmless the United States and its agents, servants, and employees from and against any and all such claims, causes of action, liens, rights, or subrogated or contribution interests incident to, or resulting or arising from, the acts or omissions that gave rise to the above-captioned action. Provided, however, that the duties to reimburse, indemnify and hold harmless the United States and its agents as set forth in the preceding sentence shall be strictly limited to claims made by United, the individual defendants, United's shareholders, or their executors, administrators, assigns, or their family members.

**UNITED AND COUNSEL FULLY UNDERSTAND PLEA AGREEMENT-
ADDENDUM**

By signing this Plea Agreement-Addendum, United's representative certifies that he has been given lawful authority to enter into this Plea Agreement-


Addendum. United further certifies that its counsel has discussed the terms of this Plea Agreement- Addendum with appropriate officers, directors, and shareholders of United and that United fully understands its meanings and effect.

The Government agrees to the terms set forth in this Plea Agreement- Addendum.

RONALD SHARPE
UNITED STATES ATTORNEY

JOHN A. DICICCO
ACTING ASSISTANT ATTORNEY GENERAL
DEPARTMENT OF JUSTICE, TAX DIVISION

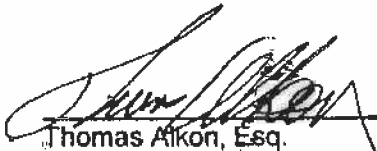
Dated: 2/2/2011



Mark P. Dale
Lori A. Hendrickson
Kevin C. Lombardi
Trial Attorneys

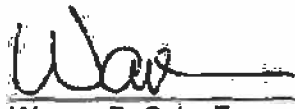
The defendant United Corporation agrees to the terms set forth in this Plea Agreement-Addendum.

Dated: 1/20/11




Thomas Afkari, Esq.
Attorney for Defendant United Corporation

Dated: 1/20/11



Warren B. Cole, Esq.
Attorney for Defendant United Corporation

Dated: 1/20/11



Warren B. Cole, Esq.
Attorney for Defendant's unindicted shareholders

Dated: _____ 
Maher Fathi Yusuf
President, Defendant United Corporation

Dated: _____
Gordon C. Rhea, Esq.
Attorney for Defendant Waleed Mohammed Hamed

Dated: _____
Randall P. Andreozzi, Esq.
Attorney for Defendant Waleed Mohammed Hamed


Dated: _____
Derek M. Hodge, Esq.
Attorney for Defendant Nejeah Fathi Yusuf

Dated: _____
Pamela Colon, Esq.
Attorney for Defendant Waheed Mohammed Hamed

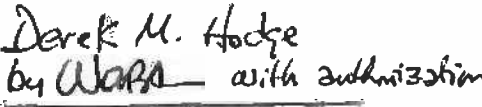
Dated: _____
Henry C. Smock, Esq.
Attorney for Defendant Fathi Yusuf Mohamad Yusuf

Dated: _____
John K. Dema, Esq.
Attorney for Defendant Maher Fathi Yusuf

Dated: _____
Maher Fathi Yusuf
President, Defendant United Corporation

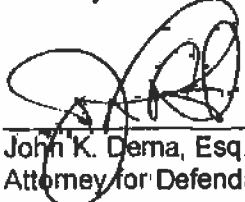
Dated: 1/20/2011 
Gordon C. Rhea, Esq.
Attorney for Defendant Waleed Mohammed Hamed

Dated: _____
Randall P. Andreozzi, Esq.
Attorney for Defendant Waleed Mohammed Hamed

Dated: 2/2/11 
Derek M. Hodge, Esq.
Attorney for Defendant Neje Fathi Yusuf


Dated: _____
Pamela Colon, Esq.
Attorney for Defendant Waheed Mohammed Hamed

Dated: _____
Henry C. Smock, Esq.
Attorney for Defendant Fathi Yusuf Mohamad Yusuf

Dated: _____ 
John K. Derna, Esq.
Attorney for Defendant Maher Fathi Yusuf

Dated: _____
Maheer Fathi Yusuf
President, Defendant United Corporation

Dated: _____
Gordon C. Rhea, Esq.
Attorney for Defendant Waleed Mohammed Hamed

Dated: 1/24/11 
Randall P. Andreozzi, Esq.
Attorney for Defendant Waleed Mohammed Hamed

Dated: _____
Derek M. Hodge, Esq.
Attorney for Defendant Nejeeh Fathi Yusuf

Dated: _____
Pamela Colon, Esq.
Attorney for Defendant Waheed Mohammed Hamed

Dated: _____
Henry C. Smock, Esq.
Attorney for Defendant Fathi Yusuf Mohamad Yusuf


Dated: _____
John K. Dema, Esq.
Attorney for Defendant Maheer Fathi Yusuf

Dated: _____
Maher Fathi Yusuf
President, Defendant United Corporation

Dated: _____
Gordon C. Rhea, Esq.
Attorney for Defendant Waleed Mohammed Hamed

Dated: _____
Randall P. Andreozzi, Esq.
Attorney for Defendant Waleed Mohammed Hamed

Dated: _____
Derek M. Hodge, Esq.
Attorney for Defendant Nejeh Fathi Yusuf

Dated: 2/1/11 _____

Pamela Colon, Esq.
Attorney for Defendant Waheed Mohammed Hamed

Dated: _____
Henry C. Smock, Esq.
Attorney for Defendant Fathi Yusuf Mohamad Yusuf

Dated: _____
John K. Dema, Esq.
Attorney for Defendant Maher Fathi Yusuf


Dated: _____
Maher Fathi Yusuf
President, Defendant United Corporation

Dated: _____
Gordon C. Rhea, Esq.
Attorney for Defendant Waleed Mohammed Hamed

Dated: _____
Randall P. Andreozzi, Esq.
Attorney for Defendant Waleed Mohammed Hamed

Dated: _____
Derek M. Hodge, Esq.
Attorney for Defendant Nejeih Fathi Yusuf

Dated: _____
Pamela Colon, Esq.
Attorney for Defendant Waheed Mohammed Hamed

Dated: 1-25-11

Henry C. Smock, Esq.
Attorney for Defendant Fathi Yusuf Mohamad Yusuf

Dated: _____
John K. Dema, Esq.
Attorney for Defendant Maher Fathi Yusuf



GOVERNMENT OF
THE VIRGIN ISLANDS OF THE UNITED STATES



-----0-----

VIRGIN ISLANDS BUREAU OF INTERNAL REVENUE

9601 Estate Thomas
St. Thomas VI 00802
Phone: (340) 715-1040
Fax: (340) 714-9345

4008 Estate Diamond Plot 7 B
Christiansted VI 00820-4421
Phone: (340) 773-1040
Fax: (340) 773-1006

Form 906 : Closing Agreement on Final Determination Covering Specific Matters

Under section 7121 of the Internal Revenue Code, as applicable to the Virgin Islands under the mirror code, United Corporation, ("Taxpayer"), and the Director of the Virgin Islands Bureau of Internal Revenue ("Director"), make the following agreement:

WHEREAS, Taxpayer is among the named defendants in Criminal Action No. 2005-15F/B, in the United States District Court for the District of the Virgin Islands, Division of St. Croix;

WHEREAS, all the governing principles for this civil tax liability closing agreement are set forth in the Plea Agreement for the above case, duly executed and filed as ECF Document # 1248 in Case: 1:05-cr-00015-RLF-GWB ("Plea Agreement"), and the Plea Agreement Addendum, duly executed and filed as ECF Document #1304-1, copies of which are appended to this closing agreement and the terms of which are incorporated by reference;

WHEREAS, Taxpayer and the Director, each with the advice and consent of their counsel, mutually seek through this agreement to establish with finality the civil tax liabilities for the years 1996 through 2001;

WHEREAS, it is desirable for income and gross receipts tax purposes to agree on the taxes to be assessed and paid by Taxpayer and its individual shareholders for the years 1996 through 2001;



WHEREAS, the Taxpayer has determined that the Agreement set forth herein is in its best interests;

WHEREAS, the Director, through authorized representatives and counsel, has determined that the Agreement set forth herein is also in its best interest by promoting the effective administration of United States Virgin Islands taxes;

WHEREAS, Taxpayer and Director have agreed upon the amounts of taxes to be assessed and paid by United Corporation in full satisfaction of its civil tax and reporting liabilities and the civil tax and reporting liabilities of United Corporation, United's shareholders and all of the individual defendants and related individuals and entities identified in the various pleadings and motions in Case No. 1:05-cr-00015-RLF-GWB for each of the years 1996 through 2001 as addressed with particularity in the Plea Agreement.

NOW IT IS HEREBY DETERMINED AND AGREED, for income and gross receipts tax purposes for each of the taxable years addressed in the Plea Agreement, that:

1. United Corporation consents to prompt assessment by the Director of income and gross receipts taxes for the following years and amounts.

Taxpayer	Type of Tax	Taxable Year(s)	Amount to be Assessed
United Corporation (C Corp)	Corporate Income Tax	1996-1998	\$915,334
United Corporation (S Corp)	Individual Income Tax	1999 – 2001	\$6,520,428
United Corporation	Gross Receipts Tax	1996-2001	\$2,564,238
Total assessment			\$10,000,000

2. United Corporation shall pay to the Director, within 10 days of the execution of this Closing Agreement, the full amount(s) of income and gross receipts taxes to be assessed. Amounts received by the Director prior to actual assessment of taxes shall be held in trust as an advance deposit to be applied to taxes to be assessed pursuant to this Agreement.
3. No interest or penalties shall be charged, assessed or deemed accrued by the Director on the Income and Gross Receipts taxes to be assessed.

4. Prompt assessment by the Director and timely payment by the Taxpayer of the above tax amounts (as detailed in Attachment A) shall fully satisfy the civil tax liabilities of Taxpayer, its individual shareholders, and all of the individual defendants and related individuals and entities identified in the various pleadings and motions in Case No. 1:05-cr-00015-RLF-GWB for tax years 1996 through 2001.
5. Taxpayer, its individual shareholders, and all of the individual defendants and related individuals and entities identified in the various pleadings and motions in Case No. 1:05-cr-00015-RLF-GWB, shall not be required or obligated to file any returns or amended returns for the periods 1996 through 2001.
6. By signing this agreement, Taxpayer and its shareholders, waive all restrictions on the assessment of the income and gross receipts tax liabilities specified in this Closing Agreement.
7. This Closing Agreement determines with finality the income and/or gross receipts tax liabilities for Taxpayer, its individual shareholders, and all of the individual defendants and related individuals and entities identified in the various pleadings and motions in Case No. 1:05-cr-00015-RLF-GWB for the 1996 through 2001 taxable years.
8. Performance of the assessment and payment obligations of this Closing Agreement fully satisfy all civil tax liabilities of Taxpayer, its individual shareholders, and all of the individual defendants and related individuals and entities identified in the various pleadings and motions in Case No. 1:05-cr-00015-RLF-GWB for the 1996 through 2001 taxable years.
9. This Closing Agreement contains the complete Agreement between the parties.

This agreement is final and conclusive.

By signing, the above parties certify that they have read and agreed to the terms of this document. Neither party shall be considered the drafter of this closing agreement, or any provision hereof, for the purpose of any rule of interpretation or construction that would or might cause any provision to be construed against the drafter.

This agreement must be signed and filed in triplicate. (All copies must have original signatures.)

The original and copies of the agreement must be identical.

The name of each Taxpayer must be stated accurately.

The agreement may relate to one or more years.

If an attorney or agent signs the agreement for the taxpayer, the power of attorney (or a copy) authorizing that person to sign must be attached to the Agreement. If the Agreement is made for a year when a Joint income tax return was filed by a husband and wife, it should be signed by or for both spouses. One spouse may sign as agent for the other if the document (or a copy) specifically authorizing that spouse to sign is attached to the agreement.

If the taxpayer is a corporation, the agreement must be dated and signed with the name of the corporation, the signature and title of an authorized officer or officers, or the signature of an authorized attorney or agent. It is not necessary that a copy of an enabling corporate resolution be attached. See 26 C.F.R. 601.504(b)(2)(ii) as to dissolved corporations.

By signing, the parties certify that they have read and agreed to the terms of this document,

United Corporation

Date:

By: Maher Fathi Yusuf
President – Duly Authorized

Date:

Fawzia Yusuf – Shareholder

Date:

Fathi Yusuf – Shareholder

Date:

Syaid Yusuf – Shareholder

Date:

Zayed Yusuf – Shareholder

Date:

Yusuf Yusuf – Shareholder

Date:

Maher Yusuf – Shareholder

Date:

Nejeh Yusuf – Shareholder

Virgin Islands Bureau of Internal
Revenue

Date:

By:
Title:

SMOCK & MOOREHEAD

ATTORNEYS AT LAW

P.O. BOX 1498
NO. 11A NORRE GADE, KONGENS QTR.
CHARLOTTE AMALIE, ST. THOMAS
UNITED STATES VIRGIN ISLANDS 00804

HENRY C. SMOCK
SUSAN BRUCH MOOREHEAD

July 19, 2011

KYLE R. WALDNER
MONICA M. HOWARD
NAGESH V. TAMMARA
VIA HAND DELIVERY

Tamarah Parson-Smalls, Esquire
VI Bureau of Internal Revenue
P.O. Box 306421
St. Thomas, Virgin Islands 00803

Re: Closing Agreement with United Corporation

Dear Attorney Smalls:

I am pleased to enclose with this letter the following:

1. Closing Agreement with the original signatures of Maher Fathi Yusuf, Fawzia Yusuf and Fathi Yusuf. Syaid Yusuf and Zayed Yusuf also signed and scanned their signatures. For the sake of good order, I am circulating three copies of the Agreement which will be executed again as originals and returned to me, which I will then forward to you. You and I have agreed that the delivery of the settlement check should not be delayed while these new originals are being circulated; and
2. Bank Manager's Check No. 024799 in the amount of Ten Million Dollars (\$10,000,000.00), payable to the Virgin Islands Internal Revenue.

Simultaneously with the delivery of these documents, you will deliver to me the Closing Agreement with the signature of the Director of the Bureau affixed.

Thank you as always for your courtesy and cooperation.

Sincerely,

Henry C. Smock

HCS:cad
Enclosure:

cc: Gordon Rhea, Esquire
Warren Bruce Cole, Esquire
Randall P. Andreozzi, Esquire

Manager's Check

1 First Bank

Purchaser: FIRST BANK

Pay Ten Million Dollars

Check No. 24799

Date: 07/14/2011

\$10,000,000.00

Six Months After Issue Date
Cell No. 09669

To The VIRGIN ISLANDS BUREAU OF INTERNAL

Order of:

REVENUE

FDIC DRAWN ON FIRST BANK
SAN JUAN, PUERTO RICO

YVNS-5001-0100

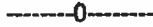
RECEIVED
DISCLOSURE OFFICE
JUL 19 2011
VIRGIN ISLANDS BUREAU OF
INTERNAL REVENUE ST. THOMAS VI

Remittance
JRS



GOVERNMENT OF

THE VIRGIN ISLANDS OF THE UNITED STATES



VIRGIN ISLANDS BUREAU OF INTERNAL REVENUE

9601 Estate Thomas
St. Thomas VI 00802
Phone: (340) 715-1040
Fax: (340) 714-9345

4008 Estate Diamond Plot 7 B
Christiansted VI 00820-4421
Phone: (340) 773-1040
Fax: (340) 773-1006

Form 906 : Closing Agreement on Final Determination Covering Specific Matters

Under section 7121 of the Internal Revenue Code, as applicable to the Virgin Islands under the mirror code, United Corporation, ("Taxpayer"), and the Director of the Virgin Islands Bureau of Internal Revenue ("Director"), make the following agreement:

WHEREAS, Taxpayer is among the named defendants in Criminal Action No. 2005-15F/B, in the United States District Court for the District of the Virgin Islands, Division of St. Croix;

WHEREAS, all the governing principles for this civil tax liability closing agreement are set forth in the Plea Agreement for the above case, duly executed and filed as ECF Document # 1248 in Case: 1:05-cr-00015-RLF-GWB ("Plea Agreement"), and the Plea Agreement Addendum, duly executed and filed as ECF Document #1304-1, copies of which are appended to this closing agreement and the terms of which are incorporated by reference;

WHEREAS, Taxpayer and the Director, each with the advice and consent of their counsel, mutually seek through this agreement to establish with finality the civil tax liabilities for the years 1996 through 2001;

WHEREAS, it is desirable for income and gross receipts tax purposes to agree on the taxes to be assessed and paid by Taxpayer and its individual shareholders for the years 1996 through 2001;

VIRGIN ISLANDS BUREAU OF
INTERNAL REVENUE ST. THOMAS VI

RECEIVED
DISCLOSURE OFFICE - US CLAIMS
JUL 19 2011
[Handwritten signature]

The original and copies of the agreement must be identical.

The name of each Taxpayer must be stated accurately.

The agreement may relate to one or more years.

If an attorney or agent signs the agreement for the taxpayer, the power of attorney (or a copy) authorizing that person to sign must be attached to the Agreement. If the Agreement is made for a year when a Joint income tax return was filed by a husband and wife, it should be signed by or for both spouses. One spouse may sign as agent for the other if the document (or a copy) specifically authorizing that spouse to sign is attached to the agreement.

If the taxpayer is a corporation, the agreement must be dated and signed with the name of the corporation, the signature and title of an authorized officer or officers, or the signature of an authorized attorney or agent. It is not necessary that a copy of an enabling corporate resolution be attached. See 26 C.F.R. 601.504(b)(2)(ii) as to dissolved corporations.

By signing, the parties certify that they have read and agreed to the terms of this document.

United Corporation


Date:


By: Maher Fathi Yusuf
President – Duly Authorized

Date:


Fawzia Yusuf – Shareholder

Date:


Fathi Yusuf – Shareholder

Date:


Syaid Yusuf – Shareholder

Date:


Zayed Yusuf – Shareholder

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

UNITED STATES OF AMERICA
and
GOVERNMENT OF THE VIRGIN ISLANDS,
Plaintiffs,

v

FATHI YUSUF MOHAMMED YUSUF,
aka Fathi Yusuf,
WALEED MOHAMAD HAMED,
aka Wally Hamed,
WAHEED MOHAMMED HAMED,
aka Willie Hamed,
MAHER FATHI YUSUF,
aka Mike Yusuf,
ISAM MOHAMAD YOUSEF,
aka Sam Yousuf,
NEJEH FATHI YUSUF, and
UNITED CORPORATION,
d/b/a Plaza Xtra,

Defendants.

UNITED STATES OF AMERICA,
Plaintiff,

v.

FATHI YUSUF MOHAMMED YUSUF,
aka Fathi Yusuf,
WALEED MOHAMAD HAMED,
aka Wally Hamed,
WAHEED MOHAMMED HAMED,
aka Willie Hamed,
MAHER FATHI YUSUF,
aka Mike Yusuf,
ISAM MOHAMAD YOUSUF,
aka Sam Yousuf,
NEJEH FATHI YUSUF, and
UNITED CORPORATION,
d/b/a Plaza Xtra,

Defendants.

CRIM. NO. 2005-0015

Christiansted,
St. Croix, USVI

July 9, 2009
11:00 a.m. to 12:15 p.m.

CRIM. NO. 2003-147

Christiansted,
St. Croix, USVI

July 9, 2009
11:00 a.m. to 12:15 p.m.



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TRANSCRIPT OF
HEARING ON MOTIONS FOR ORAL ARGUMENT
BEFORE: THE HONORABLE SR. JUDGE RAYMOND L. FINCH, PRESIDING

APPEARANCES:

For Plaintiffs:

KENRICK ROBERTSON, ESQ., AAG
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MARK F. DALY, ESQ.
Trial Attorney
U.S. Department of Justice
Tax Division
Northern Criminal Enforcement Section
P.O. Box 972
Ben Franklin Station
Washington, DC 20044

On Behalf of the United States

VALERIE LAWRENCE, RPR
Official Court Reporter
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Christiansted, St. Croix
U.S. Virgin Islands 00820-4355

1 APPEARANCES #
2 (Continued)

3 For Defendants: HENRY C. SMOCK, ESQ.
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7 By: KYLE R. WALDNER, ESQ.

8 On Behalf of Fathi Yusuf Mohammed Yusuf

9 THOMAS ALKON, ESQ.
10 Alkon & Meaney
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12 Christiansted, Virgin Islands 00820

13 On Behalf of United Corporation

14 PAMELA LYNN COLON, ESQ.
15 Law Offices of Pamela Lynn Colon
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17 Christiansted, Virgin Islands 00820

18 On Behalf of Waheed Mohammed Hamed

19 DEREK M. HODGE, ESQ.
20 MacKay & Hodge
21 P.O. Box 303678
22 St. Thomas, Virgin Islands 00804

23 On Behalf of Nejeh Yusuf

24 GORDON C. RHEA, ESQ.
25 Richardson, Patrick, Westbrook &
Brickman, LLC
P.O. Box 1007
Mount Pleasant, SC 29465

On Behalf of Waleed Hamed

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APPEARANCES:
(Continued)

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On Behalf of Waleed Mohammed Hamed

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BY: Gordon C. Rhea, Esq.,
On Behalf of Maher Fathi Yusuf

WARREN B. COLE, ESQ.
Hunter, Cole & Bennett
Pentheny Building, 3rd Floor
1138 King Street, Ste. 301
Christiansted, St. Croix, VI 00820

On Behalf of Unindicted Shareholders

☞☞☞

1 P-R-O-C-E-E-D-I-N-G-S

2 * * *

3 THE CLERK: United States of America versus
4 Fathi Yusuf et al., 2005-0015.

5 THE COURT: Good morning, Counsels.

6 THE CLERK: Motion hearing.

7 THE COURT: May I have your appearances,
8 please, beginning with the Government.

9 MR. DALY: Your Honor, Mark Daly, for the
10 United States Department of Justice.

11 MR. ROBERTSON: Good morning, Your Honor.
12 Kenrick Robertson for the Justice Department.

13 MR. RHEA: Good morning, Your Honor. Gordon
14 Rhea for Waleed Hamed.

15 MR. ANDREOZZI: Good morning, Your Honor.
16 Randall Andreozzi, on behalf of Waheed Hamed.

17 MS. COLON: Pamela Colon, on behalf of Waheed
18 Hamed.

19 MR. HODGE: Derek Hodge, on behalf of Nejah
20 Yusuf.

21 MR. ALKON: Thomas Alkon. Good morning. On
22 behalf of United Corporation.

23 MR. COLE: Warren Cole on behalf of United
24 Corporation as well.

25 MR. WALDNER: Kyle Waldner standing in for

1 Henry Smock on behalf of Fathi Yusuf.

2 THE COURT: Thank you, Counsels.

3 I saw that you have received my orders that
4 were entered this week. The result of which leaves the
5 following motions for consideration: Prosecutorial
6 misconduct, spoliation, shareholder distribution issue,
7 and the Stein motion.

8 MR. RHEA: Good morning, Your Honor. Gordon
9 Rhea speaking.

10 THE COURT: Good morning.

11 MR. RHEA: One matter I think we can dispose
12 of fairly quickly. Counsel for the Virgin Islands
13 Government here, apparently because of logistical
14 problems, Miss Somersall was unable to make it here
15 today, and I had spoken with him, and we've -- and also
16 with Mr. Daly for the U.S. Government, and we've agreed
17 that we will work out a way to either get her deposed
18 by consent of the parties, or otherwise the testimony
19 of her. I believe we just need basically the answer to
20 one question. So I'd ask that we could handle it that
21 way, since she was unable to be here today.

22 THE COURT: Any objection, Counsel?

23 MR. DALY: None, Your Honor.

24 THE COURT: Very well. I will look at it.

25 MR. RHEA: Thank you, sir. If it's all right

1 with Your Honor, we would like to next have Mr. Cole
2 address Your Honor on the shareholder issues.

3 THE COURT: Very well.

4 MR. RHEA: Thank you, sir.

5 MR. COLE: Your Honor, this is actually the
6 Government's motion for reconsideration, because the
7 Court has ordered the distribution.

8 THE COURT: Yes.

9 MR. COLE: Your Honor, there is now pending,
10 also, which the Court has deferred, the motion to
11 dismiss the forfeiture counts with respect to the
12 United Corporation. And the Government's motion for
13 reconsideration raises the issue, among other things,
14 as to, for the first time I've seen, in any event, has
15 raised the issue as to whether or not the unindicted
16 shareholders to whom these distributions were to be
17 made are, in fact, the shareholders. That does not
18 appear in the Indictment. And this is the first time
19 that I've seen this issue raised.

20 However, the distribution issue also is
21 impacted by the question of whether or not the
22 restraint of United's assets, including the
23 post-Indictment income, is proper in the first
24 instance. And that is all tied in with our motion to
25 dismiss the forfeiture counts with respect to United.

1 So I would suggest, Your Honor, that we defer
2 argument on that motion, that is, their motion to
3 reconsider, until we have the full briefing schedule
4 completely done with respect to the motion to dismiss,
5 because it really is in many ways one issue. That is,
6 whether or not the restraint of United's assets is
7 proper in the first instance.

8 THE COURT: Very well. Counsel.

9 MR. DALY: Your Honor, we have no objection to
10 Mr. Cole's suggestion. If, in fact, the Court finds
11 that the assets are not, that the forfeiture is not
12 proper, then the shareholder distribution motion would
13 be moot. There would be no reason to make an issue and
14 order on the motion for reconsideration.

15 MR. COLE: Yes, Your Honor, with the caveat
16 that there is an additional scenario possible, portions
17 of the forfeiture count might remain. Yet the
18 restraint of these particular assets might be
19 determined to be improper.

20 THE COURT: Very well.

21 MR. COLE: I agree that it all ought to be
22 hashed out in one hearing.

23 THE COURT: Very well.

24 Counsel.

25 MR. DALY: Your Honor, I think -- do you want

1 me to go forward on the motion regardless?

2 THE COURT: Yes, please.

3 MR. DALY: Okay.

4 Your Honor, the motion for reconsidering, the
5 Government asks the Court to reconsider its order
6 granting shareholder distributions to the unindicted
7 shareholders, several members of the Yusuf Family. The
8 Government has raised a number of issues in its motion,
9 triple E, fairly well briefed.

10 The first is a, a factual one, a procedural
11 issue, with the forfeiture proceeding. Factual issues
12 have to be reached to determine that an ancillary
13 hearing following a conviction, if a conviction is, in
14 fact, returned.

15 One of the issues that has arisen is who, in
16 fact, owns the shares of United. On paper, it is
17 entirely owned by the Yusuf Family, and it is
18 distributed amongst various family members.

19 However, I believe in civil litigation there
20 was deposition testimony in which it indicated that
21 setting aside the formalities of share certificates,
22 that, in fact, the shares were owned fifty percent by
23 the Yusuf Family and fifty percent by the Hamed Family,
24 and no indication as to how it broke down or even if it
25 broke down between individual family members. That

1 issue can't be resolved with the pretrial motion, if
2 for no other reason than under the agreed amendment and
3 restraining order, all of those individuals gave up a
4 right to such a determination when they accepted
5 additional funds that had previously been restrained.

6 Another issue is that the Government
7 respectfully requests that the Court reconsider the
8 treatment of what has been described as the profits of
9 the shareholder distributions. Every penny that comes
10 into the coffers of United Corporation is considered
11 its asset at the moment it's received. At that point
12 that it enters the coffers, it's restrained.

13 If later, at some point, the corporation does
14 a financial analysis, and for tax purposes determines
15 that it has a profit, it doesn't change the character
16 of what that money is, which is an asset of United
17 Corporation. Regardless of whether it's an
18 S corporation or not, when that money is in the
19 coffers, it is an asset, and so it should be
20 restrained.

21 Part 2, another additional reason as to why
22 the shareholder distribution shouldn't be received,
23 there is a question as to if, in fact, United has shown
24 profits. At this point, United does not have audited
25 financial statements. It has fairly rudimentary income

1 statements that it produces.

2 Another, other issues that have come up are as
3 to whether those are, in fact, accurate, as the
4 Government has realized there are additional, what
5 could only be described as off-book assets that belong
6 to United.

7 It calls into question the very nature and
8 quality of the reporting that goes on. Without more
9 assurance, releasing what could be up to 15 million
10 dollars to the Yusuf Family would dissipate the assets
11 that rightly have been restrained by the United States.

12 And even so, if the Court releases that
13 amount, and later it's found that the portions were not
14 accurate, it would be very difficult for the Government
15 to claim those millions of dollars. I think the papers
16 will speak for themselves.

17 I will turn it over to Mr. Cole.

18 MR. COLE: First of all, Your Honor, with
19 respect to the issue of whether or not the shares that
20 are listed on the corporate books, in fact, belong to
21 the unindicted members of the Yusuf Family, this is the
22 first time that I have, quite frankly, heard that made.
23 It's not in the Indictment.

24 It was in the Motion To Reconsider, and I find
25 it difficult to understand exactly how the Government

1 tends to prove what it has not pleaded.

2 Going beyond that, however, Your Honor, the
3 restraint of the United assets is under the local
4 statute, not under the federal statute. So, the
5 claimant for the assets being restrained is the Virgin
6 Islands Government. The Virgin Islands Government has
7 insisted throughout this litigation that, in fact, the
8 unindicted shareholders make tax deposits on the
9 estimated flow-through income from this corporation,
10 has received that without complaint, that money without
11 complaint, and I believe they're estopped from
12 suggesting that those individuals are not, in fact, the
13 proper shareholders of the corporation.

14 Another thing that I just heard, which I
15 don't recall seeing in the papers before, is a
16 suggestion that the corporation is not making profits
17 from which distributions can be made. I find that
18 rather remarkable, considering the fact that the entire
19 basis for this case is the allegation that they made
20 huge profits that were not previously reported.

21 One could also examine the bank accounts of
22 the corporation, and see that over a period of time it
23 retained earnings balances in those bank accounts and
24 various assets have steadily increased over time.

25 I think you can logically conclude from that

1 fact alone that there are substantial profits retained
2 in the corporation that can properly be distributed.
3 In any event we are prepared to inform the, the amount
4 of distribution we intend to make, so that they can
5 assure themselves there is a correct amount of retained
6 earnings left in the corporation to fund its current
7 operations.

8 Finally, Your Honor, we are talking about
9 post-Indictment income, or that income that the
10 corporations have while under the strict supervision of
11 the Marshal's Service. The entire basis for the
12 Government's contention that those funds are subject to
13 being restrained and ultimate forfeiture is the motion
14 that the, all of the working assets of the corporation
15 belong to the Government as of the date of the alleged
16 offenses, and, therefore, all earnings from, derived
17 from those assets, belong to the, belong to the
18 Government as well, notwithstanding the fact that
19 they're clearly the results of the lawful operations of
20 a lawful business.

21 The problem with that is that they really
22 haven't stated in the Indictment any grounds for
23 believing or for concluding that the assets in the
24 corporations themselves are subject to forfeiture at
25 all, or properly restrained, because all the classes of

1 assets that they could logically seek forfeiture of
2 were, in fact, by their theory, taken out of the
3 corporation, not left in the corporation. So by
4 definition, what's left in the corporation are
5 untainted assets that they can't reach.

6 Now, there is going to be some extensive
7 briefing on that issue, I expect, in the subsequent
8 briefs that we're to file with respect to the motion to
9 dismiss the forfeiture counts. And so we'll await that
10 briefing to be completed before I complete the
11 explication of that particular theory.

12 Thank you, Your Honor.

13 MR. DALY: Your Honor, if I could just respond
14 to one quick issue. Your Honor, Mr. Cole has raised
15 the issue as to whether the forfeiture was properly
16 depleted. Forfeiture under this provision is merely a
17 notice, provision to inform individuals as to what
18 might be forfeited, and I believe that in the
19 forfeiture provision itself it states that all of the
20 interests of Fathi Yousef, at least Waleed Yusuf, are
21 subject to forfeiture. That creates a factual issue as
22 to what, in fact, are his interests in United
23 Corporation.

24 By that I mean Mr. Hamed, such an issue can
25 only be resolved at an ancillary hearing after

1 trying -- it can't be determined on the face of the
2 Indictment. The defense is not allowed to peek behind
3 the Indictment and see the proper basis for that.

4 It can't be resolved at a hearing prior to
5 trial because they've all renounced such a right, and
6 by doing that, they've conceded that it has to be done
7 at the conclusion of the trial.

8 THE COURT: How will that be renounced?

9 MR. DALY: Under the agreement, every single
10 one of them said that they would not contest the
11 forfeiture itself. Now, I understand in the Court's
12 motion for reconsideration, or in the Court's orders,
13 it's premised upon what the Court defines as the
14 profits, and what the Court defines as the assets.

15 But such an issue as to whose profits can't be
16 resolved until the Court, until the factual
17 determination is made as to who the true shareholders
18 are, who holds the true interests. And so there can't
19 be -- you can't allocate profits to any individual
20 until you know who owns rightful title.

21 And that can't be decided until the ancillary
22 hearing.

23 THE COURT: Very well.

24 MR. DALY: Thank you.

25 THE COURT: Thank you.

1 MR. COLE: Your Honor, one comment.

2 I'm not sure that Mr. Daly is correct with
3 respect to the determination of the ownership of the
4 corporate shares occurring in an ancillary hearing. I
5 believe that, I believe that the forfeiture count
6 applicable to those interests, that is the shares
7 themselves, are under the federal forfeiture count, not
8 for local. I'd probably have to spend thirty minutes
9 going over the Indictment and confirming that, but I
10 believe that is correct.

11 And under the federal statute, that has to be,
12 that has to be a fact determined by the Jury. They
13 have to prove at trial what, what they're to forfeit,
14 so I don't believe that that will be the subject of the
15 ancillary hearing post trial.

16 Thank you.

17 THE COURT: Very well. Spoliation portion.

18 MR. RHEA: Yes, sir. Mr. Andreozzi will be
19 presenting that, Your Honor.

20 THE COURT: Very well.

21 MR. ANDREOZZI: Good morning, Your Honor.

22 THE COURT: Good morning.

23 MR. ANDREOZZI: Your Honor, this is an issue
24 that came to the defense team's attention in November
25 of this year when we went to visit the FBI office to

1 introduce some of our newest expert witnesses to the
2 documents that were held there.

3 By way of some background, as you know, in the
4 raids in 2001, the Government agents came into the
5 Defendants' businesses and homes, and seized hundreds
6 of boxes of documents, and per their protocol they
7 numbered and bar coded these boxes they stored.

8 They went from room to room, from office to
9 office, compiled the documents, gathered them up, put
10 them in bar coded boxes, and stored them at FBI
11 headquarters in St. Thomas. The Government, the
12 Government agents then proceeded to Bates stamp some of
13 these documents.

14 They had them all there, hundreds of boxes in
15 their storage rooms there, and chose to Bates stamp
16 some, but not all of the documents. And the Bates
17 stamping are sporadic. The Bates stamps on the
18 documents, the previous figures correspond to the bar
19 codes on each of the boxes. So, for example, a box
20 that said 225, would start with the Bates prefix 225
21 something or other, so that they knew which documents
22 were arranged in which boxes and sourced them for the
23 search warrant returns to the various offices and
24 shelves in the businesses.

25 Now, thousands of the documents were not Bates

1 stamped, probably, estimating probably thirty to forty
2 percent of the documents that we found in the FBI
3 office were also Bates stamped by the agents. And with
4 respect to the documents, well, what happened next was
5 they would then return some of the boxes of documents
6 to the defense. They would gather up boxes that they
7 deemed to be irrelevant, and ship them back to the
8 Defendants, and they were returned back to the stores
9 and the various homes et cetera.

10 With respect to the rest, the documents that
11 they kept, which are presumably, they deem to be
12 relevant in the case, they had some that were Bates
13 stamped and some that were not. And they held on to
14 these.

15 With respect to exhibits that the Government
16 lawyers were going to use at trial, they did a protocol
17 by which the agents would gather up the exhibits,
18 encase them in plastic binders, and relate the Bates
19 stamps to the boxes et cetera and store them in trial
20 binders, and they showed us these binders during visits
21 back in 2004. So they had these all set up for trial.

22 And they were -- again, they were
23 cross-referenced with the bar codes on the boxes, to
24 preserve the integrity of the evidence. With respect
25 to the documents that they weren't going to use at

1 trial, the non Bates-stamped documents, things like
2 that, they left those. They let those stay in the
3 boxes.

4 What we learned recently was that the agents
5 then proceeded, consciously, to reorganize the
6 documents when those boxes, some Bates-stamped, some
7 not Bates-stamped, in that manner, lost track of the
8 integrity of the various documents that were being held
9 in the FBI offices.

10 Now, the Government could have Bates stamped
11 the documents that are retained, all of them. They
12 started the process -- they did it sporadically -- but
13 they chose not to. They could have returned the non
14 Bates-stamped documents to the defense. They did it on
15 various occasions. They returned other documents.

16 They didn't return these. They kept them, and
17 then proceeded to reorganize them among the boxes.
18 Basically, they could have cared for these documents in
19 the same manner and with the same meticulous
20 organization that they cared for their trial exhibits.
21 They didn't.

22 In November of 2008 we discovered this. At
23 that time, we brought some of our newer experts in,
24 because we needed to acclimate them with the documents,
25 introduce them to all of the exhibits and everything

1 else, and Mr. Daly accommodated us, and we, I think on
2 November 10th went there.

3 We had some issues to iron out as to the
4 protocol for reviewing the documents, and we worked
5 those out with the Special Agent in the office,
6 Christine Zeeber. We finally started reviewing
7 documents. Let me take a step back.

8 The Government implemented a new protocol when
9 we were there, and we had to work through this. And
10 part of the protocol was that they would give us, they
11 would only let one person touch the documents at a
12 time. Only one box at a time could be reviewed at the
13 table, in order to preserve the integrity of the
14 documents. We understood that. We worked with that.

15 But then they decided to provide the documents
16 in random order. In other words, the boxes in random
17 order, so we didn't get to see box one, two, three,
18 four as they were numbered. They would just bring them
19 to us randomly.

20 The -- here's how we found this out. We found
21 out the problem. They gave us a box that was marked
22 131, placed it on the table. We went in and looked at
23 the Box 131, bar coded 131, and we found documents that
24 were Bates-stamped with the prefix 295 in that box.

25 And so what we did was we asked Agent Zeeber,

1 who was present monitoring the review, why these
2 documents were in this box. And it was then that Agent
3 Zeeber told us that she had reorganized the boxes to
4 fit her organizational method.

5 We asked her, then, -- and taking a step back,
6 when we visited in 2004, the defense team was compiling
7 an index, a general index of the documents, to make
8 sure that we knew what was in each box, and organized
9 for our benefit. They weren't detailed. They didn't
10 have every single document, nor did the Government's
11 returns have every single document identified, but
12 there they were general categories, and we were relying
13 on those, again, during this trip.

14 She said that she had reorganized those. And
15 we were trying to figure out the extent of the
16 reorganization, so we asked her for her methodology,
17 and Miss Zeeber would not give it to us. She refused
18 to provide that.

19 So I asked, well, just to summarize, if we,
20 say, looked at Box 200, if we looked at Box 200, and we
21 refer to our Index, would we -- would the content in
22 Box 200 match what we have in our exhibit, and she
23 said, in no uncertain terms, no, they wouldn't.

24 They're not going to match anymore. They're
25 not going to match the original Bates, the original bar

1 code numbers that were on the, on the boxes from the
2 seizure.

3 And according to Miss Zeeber, she said I had
4 no idea the defense relied on the order of the
5 documents in the particular box, rearranged them how I
6 was doing them, and what made sense to me. This, even
7 though the FBI bar codes were there, and they
8 corresponded to the Bates numbers.

9 We indicated that we had a problem with this,
10 because now our index was completely off. And that was
11 when Miss Zeeber called in Attorney Hendrickson, and
12 Agent Petri, who were on-site but not monitoring the
13 search.

14 We wanted to talk to the Department of Justice
15 about this. And when they came in, Agent Petri stated
16 that it may have been the fault of the defense team in
17 the reorganization of the documents, the document, and
18 what he said was, back in 2004 he had occasion on one
19 day to, after the team left to go in and look at the
20 boxes that we were reviewing, and he had to replace and
21 move boxes around, documents back around because we
22 misplaced them among the documents.

23 So he accused the defense team. He said,
24 maybe that's why Box, documents 295 are in Box 131.
25 And what he said was, this is why we have to have an

1 agent watching you to preserve the integrity of the
2 documents.

3 And our question then was, if the integrity,
4 if there is integrity to the order of the boxes and the
5 documents as the agent is saying, and Agent Zeeber just
6 informed us that she rearranged the documents among the
7 box, why wouldn't the FBI provide us with this
8 methodology? Perhaps we can fix things.

9 And it was then that Petri looked at Agent
10 Zeeber and said, you rearranged the documents? And he
11 didn't participate in the discussion anymore.

12 And so we are faced with this problem right
13 now. The Government intentionally seized the
14 Defendants' property. They selectively Bates stamped
15 some of the documents that they determined were
16 relevant to their case, instrumental to their
17 prosecution, and they preserved their organizational
18 integrity.

19 They painstakingly preserved those documents
20 and have them ready for trial right now. Instead of
21 returning the rest to us, or keeping them pristine,
22 they held onto them, and reorganized them. And
23 knowingly and willfully destroyed the integrity of
24 these documents. None of this is accidental.

25 And it was -- it was not as if the agent

1 dropped the documents on the floor, you know,
2 accidentally mixed them up. There was a deliberate
3 conscious action by the agents, reorganizing the
4 documents.

5 And this is an egregious harm to our ability
6 to go in and present our case. And it's simply
7 inconsistent treatment between the documents that
8 preserve the Government's case in chief, their case is
9 set, and the defense's case. Documents held at the
10 Government headquarters, not in the Defendants' hands,
11 are now destroyed in their organizational integrity.

12 The consequences of these actions are
13 numerous. We can't establish or contest the
14 authenticity of the non Bates-stamped documents. We
15 can't continue or contest the source of the non
16 Bates-stamped documents now that the source of the
17 documents are undeterminable.

18 We lose the ability to invoke attorney-client
19 privilege with respect to documents that may have been
20 protected by such privilege. We can't establish or
21 contest whether an individual had access to a
22 particular document, and since the Government alleges
23 concealment in this tax case, that's a key issue. Who
24 saw these? Who had access to the documents? Did the
25 accountants? Did other people in the company have

1 access to this? Was this concealed so only certain
2 Defendants had access? We can now not establish that
3 with respect to the non Bates-stamped documents.

4 This is devastating. We can't meaningfully
5 cross-examine Government witnesses with respect to non
6 Bates-stamped documents because we don't know if they
7 saw them. And this impairs the Defendants' Sixth
8 Amendment rights.

9 We can't determine whether documents pertinent
10 to the case are all accounted for. Therefore,
11 admission of any one particular document may well
12 violate the rule of completeness. We also can't
13 determine whether the Government may have procured
14 certain documents solely through improper means.

15 As the Court noticed we have a defense motion
16 regarding the foreign bay groups. If the Government
17 made improper representations to these foreign
18 agencies, for instance, Jordan, with respect to
19 gathering these documents, if the records that they
20 collected from these agencies are now intermixed with
21 the documents seized, we could never sort of unscramble
22 the output to determine what to take out and what to
23 leave in.

24 What we've done is, the defense has, to the
25 best it can, based on the indexes and our review,

1 compiled categories of problems that we found. We kind
2 of narrowed into seven categories of omission,
3 documents missing from certain boxes, boxes missing in
4 their entirety, some documents or boxes having more
5 documents than they started out with, and we've
6 organized -- our team here has organized those to the
7 best that we can. We have to date, still working on
8 this, determined that there is, there is at least seven
9 boxes right now that are affected. There could be
10 more.

11 We're going to try to go back and review these
12 to the best of our ability. And we have certainly, if
13 the -- we have the affidavits from the witnesses that
14 were present that are attached to the, to the motion,
15 and some of the ones are here in the event that the
16 Court wishes to inquire. And we can provide and share
17 with you the information that we sort of put together
18 with respect to the analysis of the problems.

19 In essence, in U.S. versus Enriquez, the Court
20 said, the Government has long been on notice of its
21 duty to preserve discoverable evidence, and has been
22 repeatedly warned of the jeopardy in which it places
23 its prosecutions when it disregards this obligation.
24 Whereas here destruction is deliberate, sanctions will
25 normally follow. Irrespective of the perpetrator's

1 motive, unless the Government can bear the heavy burden
2 of demonstrating that no prejudice resulted to the
3 Defendant.

4 In this case the prejudice is clear. Our
5 ability to defend this case has been prejudiced to no
6 end. I've only identified a few of the problems that
7 we're facing, and we'll probably cover more as we move
8 on.

9 Our prayer for relief in the motion was,
10 first, dismissal of the document in its entirety.
11 There were other alternative remedies that the courts
12 have determined. For example, suppression of the
13 evidence, seized or otherwise obtained by the
14 Government; adapting appropriate evidentiary rulings;
15 jury, curative Jury instruction, et cetera.

16 The consensus of the defense counsel is that
17 these other alternative remedies either may be
18 unrealistic or not appropriate to remedy the severity
19 of the harm. We would encourage the Court, with all
20 respect, to dismiss the Indictment in its entirety due
21 to the problems that were caused.

22 At 5:50 p.m. last night the Government filed a
23 reply, and that reply was, I think, three pages long,
24 and it held certain affidavits from the agents in
25 there, documenting the meetings, Forms 302, documenting

1 meetings and making statements. We filed a motion to
2 strike last night because we had the ability, we were
3 working through these, and we read through the
4 response. And one of the things that we noticed from
5 the response is that it's vague.

6 It alleges, in its three pages, that the
7 defense made numerous false allegations. It doesn't
8 define or identify what those false allegations were.
9 The defense had the affidavit for months. They had our
10 motions for months. Last night at 5:50 p.m. they filed
11 this.

12 We looked at it, and made the determination
13 that with these vague allegations and with the
14 declarations of the agents -- the agents do not deny
15 the allegations made in the motion. They're not
16 complete, if you read their allegations, their
17 allegations every time they did 302 forms.

18 In November or January during our trip, after
19 we put them on notice that we were going to be filing a
20 motion with Judge Barnard in the hearing on November
21 14th, and they did -- updated two pages or three-page
22 affidavits last night, July 8th. None of them deny
23 that they reorganized the documents. They don't say
24 they didn't.

25 They say they reorganized boxes, but they

1 never denied that. They don't deny the allegations
2 that are stated in the affidavits, and in the motions.
3 All they do is paint a different picture, with facts.
4 If you read the sentences one at a time, you would say
5 that's true, that's true, that's true, but the picture
6 is incomplete. The true picture is what we illustrated
7 here.

8 And if the Court deems that that is, that
9 warrants a remedy, which we believe it does, we ask for
10 the appropriate ruling.

11 Thank you.

12 THE COURT: What evidence do you have that the
13 acts of the Government are acts done in bad faith?

14 MR. ANDREOZZI: The Government could have
15 given these documents back to us. What they did --
16 Your Honor, that's a good question. The bad faith in
17 our view is this: When the FBI or the IRS criminal
18 investigations seizes documents in a case, -- for
19 example, we had a case here, a criminal case, a while
20 back, where the evidence that was, special agents
21 testified on the stand, they would look at a document.

22 The lady would look at a document and say, and
23 the lawyer would ask, how do you know where that
24 document came from? She wasn't even at the scene of
25 the seizure. She would look and say, this Bates stamp

1 means that we found the document in this room, in this
2 shelf, and in this area, precisely.

3 The Government could have, they knew the Bates
4 stamp and organized their exhibits that way, and they
5 did it, and they preserved them. They deliberately
6 didn't Bates stamp the others. And it wasn't -- at
7 first we thought that one of the agents said to us, we
8 ran out of money. So the first thought, we weren't
9 really thinking about it back in 2004, but you would
10 think that if you ran out of money, the first two
11 hundred boxes would, say, be Bates-stamped and the rest
12 wouldn't.

13 Here the Bates stamping is deliberate. It's
14 sporadic, and the exhibits that they're using at trial
15 are Bates-stamped, they're preserved. The others
16 aren't.

17 Then what they did, not by accident, was at
18 their convenience, reorganize the documents. We didn't
19 get to go into the FBI office until, from 200- -- I
20 think Four or Six was our last visit, until '08, so we
21 weren't privy to what happened. We were never told.

22 If this didn't come up, if we didn't notice
23 this, the agent would never have told you. She knew
24 she reorganized the documents. She knew she
25 reorganized non Bates-stamped documents. They never

1 would have told us.

2 We never would have known had we not looked
3 and had them indexed from before. That act, the
4 combination of acts illustrates bad faith.

5 They could have Bates stamped them all. They
6 should have. They won't give us their protocol, and
7 IRS dictates that they Bates stamp everything. We
8 should have -- the FBI has done in the past, they have
9 the ability, the means, in a case like this, of this
10 gravity, to take care of these documents. They chose
11 not to.

12 And interestingly, the documents that they
13 cared for are the ones that they're using as exhibits.
14 The documents that they didn't care for, and now their
15 integrity is lost, are held onto by them, presumably
16 relevant, but not part of their case in chief. That in
17 our view is the bad faith.

18 THE COURT: Thank you, counsel.

19 MR. ANDREOZZI: Thank you, Your Honor.

20 MR. DALY: Your Honor, we'll forego a factual
21 recitation.

22 I think that the declaration raised, of both
23 Special Agent Petri and Zeeber set that forth, as well
24 as the Forms 302 attached to Special Agent Zeeber's
25 declaration which, contrary to Mr. Andreozzi's

1 assertions, do un-categorically state that she never
2 redistributed documents within boxes, but setting that
3 aside, what's curious about the Defendants'
4 presentation is that there is actually no discussion of
5 case law. And that is the legal standard for
6 spoliation motion, which the Government has presented
7 in its reply.

8 And the three factors are that there must be
9 bad faith, which the Court has identified; the evidence
10 must be exculpatory; and it must be irreplaceable.
11 Starting with bad faith, the defense confuses inference
12 with evidence. There is no evidence of bad faith here.
13 If the Court were to look at the declaration of Special
14 Agent Petri, he discusses how, in 2003 and 2004 the
15 Defendants were given virtually unfettered access to
16 the seized evidence, evidence obtained by a Grand Jury
17 subpoena, Form 302, essentially the Government's entire
18 case file, in the building of the FBI office in the
19 conference room, because there was no classified top
20 secret or Grand Jury information there. They were
21 allowed to access that material at their leisure, and I
22 think as Special Agent Petri's declaration describes
23 it, there were up to ten people, copying, scanning,
24 reviewing documents.

25 Petri reviewed the documents and realized that

1 the documents had been misplaced. He didn't make a big
2 deal, didn't boo hoo and cry, simply replaced them.

3 And as he said, he can't be certain that he did that in
4 every single instance.

5 Zeeber stated in her 302s, Special Agent
6 Zeeber, that the evidence was not, in fact, kept in the
7 lower building in the numerical order, and I believe
8 that is the root of confusion. It is a much smaller
9 space, not an entire conference room.

10 Documents were in a locked storage room and
11 what is essentially the central work area where secret
12 and Grand Jury information is kept. Therefore, it
13 wasn't possible to give the Defendants complete access.
14 It also wasn't possible to keep everything in numerical
15 order.

16 Once the Defendants identified that as their
17 major issue, they were accommodated. There is no
18 evidence of bad faith, no evidence that somebody
19 decided to take something from one box and put it in
20 another.

21 I think, just to bring me to the second point,
22 which kind of folds into it, as you can see, I believe
23 it was attached to Government's initial response. The
24 Government has repeatedly asked the Defendants to
25 identify what's missing, what's jumbled. Just give us

1 a list. This can be resolved. If there are issues at
2 the end, then have at it, but at this point, tell us
3 what's wrong.

4 And it's kind of this hide-the-ball game.
5 They've done it again here before the Court. They talk
6 about one box that had documents from, purportedly from
7 another box. Quite frankly, considering the volume of
8 pleadings that they've submitted, that's, that's
9 pretty, that's pretty weak tea. There has got to be
10 some substantial harm that occurs, and so far, outside
11 of the fact the Defendants say their Index doesn't
12 match with what's in the box, that's about it.

13 Now, they haven't provided the Index. They
14 haven't told the Government how they indexed the
15 documents. Government has no way to verify that that
16 Index was correct, so they're basically asking the
17 Court to just accept whatever summary index they
18 created as the gold standard, and say everything that
19 doesn't marry with it, even if you don't tell me what's
20 missing, I'm going to suppress all the evidence.

21 The evidence also has to be exculpatory. They
22 haven't identified a single category of documents that
23 they purport missing or moved. There is no basis for
24 the Court to determine whether that was exculpatory or
25 whether it was irreplaceable.

1 THE COURT: How would they know if you were
2 holding the documents?

3 MR. DALY: Clearly, they have created the
4 Summary Index. If there were some sort of documents,
5 be it, you know, I'm trying to think of, invoice,
6 something of that nature, which would show that perhaps
7 United's money wasn't used to pay for an item, a check,
8 Third Circuit could say, look, show us the invoices,
9 and at least at that point, Government could say, that
10 could potentially be exculpatory.

11 Let's go back. Is it in the original box? If
12 not, is it elsewhere? We haven't been afforded that
13 opportunity. I mean, it's just as, you know, the Court
14 is in the same situation.

15 The other issue is the standard is extremely
16 high in order to provide any remedy. The Defendants
17 have not cited any cases within this Third Circuit to
18 support their contention. Government has looked at a
19 few examples. U.S. versus Chandry, which was decided
20 in April by the Third Circuit, 2009 West Law, 905, 065,
21 was, I believe, a child pornography prosecution,
22 involved Instant Messages. The defendant claimed that
23 the Indictment should be dismissed because the
24 Government hadn't produced all that Internet Instant
25 Messages. The Court denied relief, stating simply, the

1 defendant couldn't prove that additional messages
2 existed. And as such, there was no basis to dismiss
3 the Indictment.

4 We're in the same situation here. We have yet
5 to be presented with any indication of what's missing
6 or what has been moved. To the extent that this motion
7 is premature, the Court could put it off, but under the
8 legal standard, it should be denied on its face,
9 because there is no evidence of bad faith, and that
10 should be where the discussion begins and ends.

11 To the extent that they claim that they've
12 been harmed and that they can't authenticate the
13 source, discuss who had access to documents, that's
14 really whether the document will be accepted into
15 evidence. All of those objections could be raised at
16 the time either through a motion in limine or at the
17 time of the trial.

18 It's the Government's burden to introduce this
19 evidence. If the Government is unsuccessful, then the
20 Court certainly could deny its introduction. So, at
21 this point, it's a bit academic to sit here and say
22 that I can't -- none of these things could be
23 published. Whether the defense will turn over their
24 seven categories, I don't know.

25 I guess we'll have to wait and see as to what

1 they claim is missing. Until -- and until that
2 statement, and they can substantiate that and give the
3 Government an opportunity to reply, there is really
4 nothing for the Court to rule on.

5 MR. ANDREOZZI: Your Honor, to address some of
6 these points. Mr. Daly references the defense's Index,
7 and says, well, they never showed us the Index. In the
8 original reply, the defense, or the Government
9 immediately said, when we reached our Index, they said,
10 that index is inherently unreliable because it was
11 created by the defense. In other words, we're not
12 going to believe them. Even if they said this, they
13 could just be making it up. That's the fear. That's
14 the worry we have with respect to trial.

15 It's one thing to be able to stand here and
16 say, of the un Bates-stamped documents, I think I could
17 have found a check or an invoice written. I'm sure the
18 agent didn't memorize the organization of the un
19 Bates-stamped documents. They can't find them. That's
20 lost forever.

21 They want us to pinpoint and identify which un
22 Bates-stamped documents were reorganized. It's an
23 impossibility. They can't do it based on their Index.
24 Their returns were general, vague. Their returns would
25 say boxes of documents. That's what would be on the

1 forms, the search warrant returns, boxes of documents.

2 We tried the best we could to generalize, and
3 to get the categories, and identify things. We have,
4 Your Honor, for the Court's review, if you wish, our
5 Index. The Index, though, has notes, things, documents
6 that we feel, you know, that we were looking at with
7 respect to the case in chief.

8 To identify those to the prosecution would be
9 to provide the Government with impeachment evidence,
10 documents that we think are relevant to the case, et
11 cetera. We would be happy and more than willing to
12 allow the Court to look at that, or to view it, if you
13 deem it appropriate, in camera with our Index.

14 We have an Index here, this thick, identifying
15 the categories of the document, and we can provide that
16 for the Court's in-camera review and give the Court
17 some indication as to the, some of the categories of
18 documents that we have concerns about, where the
19 defense is, et cetera.

20 The problem is, at this point in time, we fear
21 to do that would be to provide impeachment information
22 to the Government, et cetera, and to improperly
23 compromise our ability to defend this case.

24 But to be clear, we have very specific
25 concerns, and we can identify documents that were

1 placed in one box and not in others. Many
2 Bates-stamped, those are the easier ones, but also many
3 not Bates-stamped.

4 The other point that, another point that
5 Mr. Daly makes is that Mr. Petri said that he had
6 replaced the documents. And he found them and replaced
7 them.

8 And he then said later on that we never gave
9 the Government the chance to cure the harm. The
10 problem that we have here is that Agent Petri and the
11 other agent can easily replace Bates-stamped documents.

12 If they look and they say here's Document 295,
13 should go into Box 25, we knew that, too. The problem
14 is, the problem is you can never do that with the non
15 Bates-stamped documents.

16 And I don't think Mr. Daly would be able to
17 stand up here and say to the Court that, in fact, they
18 can cure that. It's in that sense it's irreparable.

19 And the last point Mr. Daly makes is,
20 beginning of his reply, he says, that Miss Zeeber's
21 statement categorically and definitively says that she
22 did not reorganize the documents. I'll let the
23 Court -- the Court can look at that and make its own
24 determination but it doesn't -- we did not see that in
25 there.

1 And the witnesses for the defense, from
2 different firms, from my staff, all witnessed the same
3 representations that she did state definitively, with
4 Mr. Hendrickson in the room, Attorney Hendrickson, that
5 she reorganized the documents. As a matter of fact,
6 Attorney Hendrickson said to me, "What's done is done."

7 Thank you.

8 MR. DALY: Your Honor, with the Court's
9 indulgence, just two quick points.

10 I don't really know what the point of an
11 in-camera inspection of the Index would be. If the
12 Government isn't privy to what's missing or misplaced,
13 it's impossible to respond. Documents may still be
14 there. Both, I believe the Government's indexing and I
15 guess what I understand to be the Defendants' Index are
16 done by category. Categories of documents could be
17 moved.

18 For them to say that things can't be cured
19 begs the question. Cure what? So far we've identified
20 no harm.

21 I just want to pick up on one last point that
22 I failed to respond to the first time. Mr. Andreozzi
23 said from 2006 to 2008 the defense team was not allowed
24 to review evidence. The Government identified that as
25 false. Had urged the Defendants to provide any

1 evidence that a request was made and denied.

2 I think actually, if you look at both Special
3 Agent Petri and Special Agent Zeeber's declarations
4 you'll find that each time the Defendants have asked
5 they've been given access. We've devoted extensive
6 Government resources to it.

7 This is just another one of those wild
8 allegations piled onto another, and there is never any
9 consequence for making them. Simply allowed to smear
10 the Government without any basis, and there is no
11 consequence. What's curious about that is that that
12 contention actually contradicts their Stein motion.

13 They've pled profit. There is no money to do
14 anything. I can only sit and respond to money issues
15 I believe from 2006 to 2008, so if they had no money to
16 work on the case, why would they have been requesting,
17 again and again, to come to review evidence? It simply
18 doesn't make sense, simply a total contradiction of
19 what they've represented to the Court as this terrible,
20 horrible harm that they suffered, purportedly as the
21 Government's misconduct. They cannot simply be
22 reconciled.

23 MR. RHEA: Your Honor, may I briefly address
24 the Court on behalf of my client on this same issue?

25 THE COURT: Go ahead.

1 MR. RHEA: Before I begin, Mr. Dema was unable
2 to be here today. His client, Mr. Maher Yusuf is in
3 the courtroom. I've spoken with both of them, and they
4 have before authorized me to represent Mr. Maher Yusuf
5 in this hearing as well.

6 Very briefly, as I understand the state of the
7 evidence, and we again direct you to the affidavit that
8 we filed in conjunction with our briefs in this matter,
9 we no longer can have any confidence with respect to
10 the un Bates-stamped documents. They comprise, as I
11 understand what Mr. Andreozzi said, somewhat anywhere
12 from half to two-thirds of the documents in the
13 Government's sole possession. The documents that we
14 have is monumental, tens of thousands.

15 The consequence of that is that we do not now
16 know where any given unstamped documents came from.
17 Did it come from my client's desk, from the Captain's
18 office? We simply don't know. The Government doesn't
19 know. That's a Humpty Dumpty that can't be put back
20 together again.

21 Intent, knowledge are critical elements in
22 this criminal case, as is concealment. We have now
23 basically been deprived of the use of half the
24 documents that exist in this case because of the
25 Government's scrambling of those documents. It's the

1 only element that can't be unscrambled. We don't know
2 where they came from, and the Government no longer
3 does.

4 We're deprived of evidence critical to our
5 evidence, in the sole possession of the Government, and
6 the Government knew how to keep it properly, because it
7 did keep the documents that it thought was important
8 properly.

9 Because of that, Your Honor, we think there is
10 bad faith, in the legal sense of the word. We also
11 believe that we've been deprived of exculpatory
12 evidence, and again, I can't point you to an un
13 Bates-stamped document and say that that one's
14 exculpatory because it came from a place where my
15 client wasn't, because I don't know where it came from,
16 and the Government can't tell me, and the reason I
17 can't tell where it came from is because of the
18 Government. This is irreparable.

19 We would ask for the dismissal of the
20 Indictment, based upon this harm. In the alternative,
21 all of the evidence seized or by subpoena in this case,
22 be excluded. The Government shouldn't be able to use
23 it, procured by the subpoena, because we do not know
24 about the integrity of the documents. If the
25 Government's position as I understand it is that it

1 knows where some documents came from, and should at
2 least be able to use those, our counter would be that
3 we don't have available the other documents to refute
4 whatever the Government might say. So we think the
5 harm here is irreparable.

6 On behalf of my client, and Mr. Maher Yusuf,
7 we would ask for dismissal of the Indictment, or
8 exclusion of all evidence seized or subpoenaed by the
9 Government.

10 THE COURT: Thank you.

11 MR. DALY: One last final statement. The
12 Defendants have made a representation that for some
13 reason there is no reason to track the non
14 Bates-stamped documents. I don't think there is any
15 evidence of that. They haven't asked for Government to
16 provide them with a non Bates-stamped document, no
17 categories. There is no basis to make that assertion.

18 Finally, prosecutorial misconduct, or
19 spoliation of this matter, there is no evidence to
20 support the motion. Even if there were, the Court must
21 order the least restrictive measure of sanction, and in
22 this instance, certainly dismissal is not warranted.
23 Suppression is not warranted. At most, a curative
24 instruction at best, or some sort of instruction, but
25 certainly, nothing remotely akin to the extreme

1 sanction that Defendants seek would be appropriate in
2 this situation.

3 Thank you, Your Honor.

4 MR. HODGE: Your Honor, please, on behalf of
5 Nejeih Yusuf, we join the Codefendants' arguments.

6 THE COURT: Very well.

7 MR. WALDNER: Fathi Yusuf joins the motion.

8 THE COURT: Very well.

9 MR. ANDREOZZI: Your Honor, for the record,
10 with respect to the assertion that, the denial of
11 access to the FBI offices, we do have correspondence
12 from Attorney Igno, who was a prosecutor in this case
13 during 2005 and 2006, and we would like to submit this
14 as an exhibit to this particular motion, with the
15 Court's permission.

16 THE COURT: Pass it to Mr. Daly, please.

17 MR. DALY: Your Honor, we have no objection,
18 but these provide no factual support. We have no
19 objection to there being entered.

20 MR. ANDREOZZI: These will speak for
21 themselves, Your Honor.

22 THE COURT: Very well. Pass them, please.

23 MR. ANDREOZZI: Thank you, Your Honor.

24 MR. DALY: Your Honor, oh, I see.

25 Actually, Your Honor, one of these documents

1 is undated, the top copy, so there is really -- it
2 appears to be some time in 2006, but I don't know if
3 the Defendants have a better copy. The top line is cut
4 off and there is no date on the fax cover sheet.

5 THE COURT: We will now proceed, then, to the
6 Stein motion.

7 MR. RHEA: Your Honor, Gordon Rhea. Again,
8 I'll make a brief presentation, if I might.

9 I think this issue has been fully briefed in
10 front of Your Honor, so I will hit one or two of the
11 high points that we think are critical.

12 As Your Honor knows, the dismissal of the
13 Indictment is an appropriate remedy where a company
14 would have made the Defendants' legal defense costs but
15 for the Government's knowing or reckless interferences
16 with resources that were lawfully available to the
17 Defendant. The interferences, as the Stein case
18 teaches us, violate Fifth Amendment due process, and
19 the Sixth Amendment assistance of counsel rights.

20 As Your Honor is aware, in Stein, which was
21 approved by the Second Circuit, the district court
22 dismissed indictments against certain KPMG partners and
23 employees, where the Government cut off the funds by
24 threatening KPMG with possible adverse consequences if
25 it funded their defenses.

1 Our case involves a much more dramatically
2 intrusive governmental conduct, because here we have an
3 absolute act of interference. In brief, the Stein case
4 gives us some instructive language, instructs us to ask
5 whether the Government's actions to deprive defendants
6 of funds are part of a broader pattern of governmental
7 misconduct.

8 If so, says Stein, deterrence of future
9 misconduct is a future consideration, and Stein says
10 what it means by misconduct, the Government's
11 deliberate interference with a defendant's rights was
12 outrageous and shocking in the constitutional sense,
13 because it was fundamentally at odds with our two most
14 basic constitutional values, the right to counsel and
15 the right to criminal -- fair criminal proceedings.

16 The chief issue, Stein tells us, is whether
17 the Government acted with a desire to minimize the
18 involvement of the defense counsel, basically what was
19 their motive. Says the Second Circuit, in a nutshell,
20 the Sixth Amendment protects against unjustified
21 governmental interference with the right to defend
22 oneself using whatever assets one has or might
23 reasonably obtain.

24 Briefly, Your Honor, our position is that the
25 parade of events set forth in our motion show that the

1 Government here clearly met the knowing and reckless
2 interference standard.

3 As you will recall, the very day that our
4 clients were arrested, the Government came to the court
5 with an ex parte temporary restraining order that it
6 had drafted that expressly prohibited United
7 Corporation from using its own funds to help finance
8 the defense of its officers and shareholders. Those
9 are our Defendants.

10 And that same temporary restraining order, in
11 conjunction with the wording of the Indictment, had
12 sweeping provisions that converted every asset of the
13 defendants virtually into substitute assets that were
14 frozen. This goes way beyond anything that happened in
15 Stein, to prohibit, simply some veiled threats from a
16 prosecutor.

17 The Government later admitted, this is all in
18 the record on the motions, that it had made a
19 scrivener's error in including many of these substitute
20 assets. The temporary restraining order, basically by
21 the Government's own admission, was certainly in error.
22 We believe this was a knowing interference.

23 The purpose of it was to stop the flow of
24 funds so that our client could not get a good defense,
25 but even if it was not intentional, it certainly was a

1 reckless interference. The effect of it, indeed, was
2 to have a high impact on our ability to fund this case.

3 You've got an idea, I'm sure, from what has
4 happened, at the massive size of the case, we've had to
5 reconstruct probably the largest private employer in
6 the Virgin Islands' books for a period of years; to get
7 around the Draconian bar; TRO imposed; and to fund the
8 defense. We negotiated an agreement with the first
9 prosecutor in this case, looking into their release of
10 some two and a half million dollars.

11 That agreement, as you will recall, also had
12 some provisions looking, permitting us to request
13 additional funds. We felt we had the satisfactory
14 arrangement which let us proceed. To our astonishment,
15 Your Honor, a new prosecutor interpreted the same
16 document as meaning that the assets that we got under
17 the new agreement will be used to fund the individual
18 cases, and the corporation's cases, United's cases, in
19 other words, United, by this new interpretation,
20 couldn't use its own assets, even for itself, meaning
21 that it was now deprived of the use of its own money,
22 which, of course, rapidly depleted our funds.

23 By the time this got to the Third Circuit, the
24 Government changed its tune, conceded that the United
25 could use its own money to fund its defense, but then

1 took the position that United didn't have to reimburse
2 for the money expended on United's behalf, and as Your
3 Honor is aware, that was litigated. The Government
4 adhered, until the Court ordered otherwise.

5 A lot of time is passing during this
6 narrative, Your Honor, and during that time, defense
7 counsel were not getting paid. From the affidavits you
8 can see that basically, no one was paid from a period
9 of time running, basically, from December of 2005, up
10 until the springtime, probably March or April of 2007.

11 During that time, myself and the other defense
12 attorneys worked without funding. It's true that we
13 worked vigorously on our clients' behalf. We believed
14 in our clients but we had to make a lot of hard
15 choices, as to what we would pursue and what we would
16 do. We had to basically take the chance that
17 ultimately funding issues would get cleared up. The
18 kinds of decisions we had to make are set out in the
19 affidavits.

20 The story doesn't stop there, though, Your
21 Honor. The Government continued to try to keep assets
22 from us. The lis pendens issues came up next. We
23 discovered, on our own, that these substitute assets
24 acquired the year before there were a claimed criminal
25 act were tied up with lis pendens. We found out about

1 that in title searches, filed motions for release of
2 lis pendens. The Government conceded its error, but
3 again, blamed its error on a scrivener's fault, amended
4 the Indictment, so it now wouldn't include what it had
5 before with respect to the substitute assets. That
6 still didn't clear things up, because we later, as our
7 papers tell you, found out that the lis pendens
8 remained on many of the properties, and that issue was
9 not cleaned up until June 26th, 2007, clearly a
10 Government fault.

11 But it gets worse. After these illegal lis
12 pendens were finally lifted, we proposed proceeding
13 under the terms of restraining orders, and posting some
14 of this property as bond for the release of funds, and
15 the Government opposed that. Why? Well, Government's
16 main grounds for opposing the posting of property for
17 the release of funds, as the TRO says we can do, was
18 that we might use the money to defend ourselves.

19 Let me say that again. The Government
20 expressly advanced as the first and primary reason for
21 not honoring the request to post bonds under the terms
22 of the restraining order, the fact that the money would
23 be used to help pay defense costs. Page four of the
24 opposition to post bonds, pursuant to the TRO, says
25 that. Again, in the record of this case.

1 No question about purpose and intent here,
2 Your Honor. The provisions involving bonds in the TRO,
3 don't list the purposes for which the funds released
4 have to be used. By the Government's reasoning, we
5 could have asked for the funds to buy a car, to buy an
6 island in the Caribbean, or whatever, and that would be
7 fine, but if we wanted to use the funds to defend
8 ourselves, that money should not be released. That is
9 intentional interference, Your Honor.

10 There can be but one conclusion from the
11 Government's response. It wanted to prevent us from
12 using money that our clients were otherwise entitled
13 to, to finance their defense. This lands on all fours
14 smack dab in the middle of Stein, showing the
15 constitutional sense, and requires dismissal under that
16 case.

17 There is more. The Government's opposition to
18 the release of the unindicted shareholder funds that we
19 talked about a little bit earlier today is part of the
20 same pattern. The Government permits United to release
21 funds to pay unindicted shareholder quarterly tax
22 payments, but refuses to release the underlying funds
23 that they're paying taxes on. This, we believe, Your
24 Honor, further deprives our client of funds that could
25 be available for their defense.

1 The issue of prejudice is important in this
2 case, Your Honor. If you look closely at Gonzales
3 Lopez, 126 Supreme Court 1557, and 1557 -- 255, in
4 Stein, it shows no prejudice to the defense required,
5 because interference of the defense of counsel is
6 complete. As the Stein court explains it, Sixth
7 Amendment deprivations of right to active counsel is
8 structural. It cannot be remedied. We do not need to
9 show specific harm.

10 But even if the Court decides that we do need
11 to show specific harm, we believe that we have done so.
12 We would ask that you look at the affidavit that we
13 attached to our motion. You will see that we worked
14 for approximately a year and a half without funding.
15 We explained in those affidavits the charges we had to
16 make, to do. We worked for free. We advanced our own
17 travel and other costs.

18 Also, we expended huge amounts of time and
19 money on litigating these funding issues, which
20 obviously affected our ability to respond to
21 substantive issues.

22 In sum, I would simply remind you that United
23 would have paid the individual Defendant's legal
24 defense costs but for the Government's knowing and
25 reckless interference with resources that lawfully

1 should have been available to the Defendants, under the
2 teachings of Stein in the Second Circuit. Dismissal is
3 the appropriate remedy for this per se constitutional
4 violation.

5 Your Honor, if you have any questions, I would
6 be glad to address them. Otherwise, I think we've
7 fully briefed them in our papers.

8 Thank you.

9 THE COURT: From what you've said, it would
10 appear as though the Government would allow you to
11 assist Mr. Berlusconi in Italy with his expenses.

12 MR. RHEA: Maybe. Maybe, sir.

13 THE COURT: Thank you.

14 MR. DALY: Your Honor, 2007, the Defendants
15 cut across the violation of Sixth Amendment legal
16 precedent and latched on to the Stein motion, as yet
17 another means in an attempt to dismiss the case. The
18 problem is that Stein on its face is wholly
19 distinguishable. On its face in Stein certain KPMG
20 partners had been indicted for, among other things,
21 creating tax shelters. KPMG was not a defendant.

22 In this case, United is a Defendant. United
23 is a Defendant individually, also a Defendant in the
24 Rico counts. On that basis alone, the two are wholly
25 different. United property was all subject to

1 forfeiture. Granted, the Court at this point, six
2 years later, has raised an issue as to whether it's
3 proper. We've operated for six years that it was.
4 Because all of its assets were properly restrained,
5 Defendants did contest the TRO, but, and this, after
6 they were given a certain amount of money, gave up
7 anyway, which is in itself a concession that the assets
8 of United were properly restrained. Because of that,
9 they never had a right to any amount of the legal fees
10 for their own representation.

11 And, in fact, what Defendants have done
12 instead is they've made certain tactical choices. They
13 made a tactical choice to create the appearance that
14 there is no money to fund their defense. Defendants
15 have never filed any financial affidavits indicating
16 what personal resources they or their family members
17 have at the bail hearing. In fact, I believe there
18 were certain findings that Fathi Yusuf had numerous
19 assets overseas.

20 There is also evidence that the Defendants are
21 shareholders in Peters' Farm, 16 Plus. And finally,
22 there is evidence, in fact, that there were funds.
23 While this was pending, the Defendants, as is their
24 fashion, have filed numerous motions to travel, and I
25 don't have the numbers, but I can get it for the Court,

1 but there were two that struck the Government as
2 luxurious, given the pleas of poverty.

3 One Defendant asked to travel with his
4 children to Northfield, Mount Harmon, so they could
5 attend a preparatory school, not sure whether they're
6 on scholarship, if they have sufficient funds to pay
7 for private school, sufficient for representation.
8 Even more, Miami, so he could purchase furniture for
9 his new house. How is a Defendant who can't afford to
10 pay his own defense asking for permission to go buy
11 furniture for a new house? Simply, the Defendants' own
12 actions contradict their own claims.

13 Whether they chose to starve their legal
14 defense of sufficient funds to defend this case is
15 their own choice, but no action of the Government. The
16 remaining allegations, regarding pleadings filed and
17 motions resolved, are simply the Government's zealously
18 protecting the assets. They're subject to forfeiture.
19 Government is charged with preventing their
20 dissipation. The Government won some of those and lost
21 a few, but at no part was there bad faith on the part
22 of the Government. That's all.

23 THE COURT: Anything else?

24 MR. RHEA: Just very briefly, Your Honor. In
25 the Stein case, it's true. KPMG was not charged, and

1 in this case United is, but I don't see where that cuts
2 across any Sixth Amendment rights. The fact that the
3 Government has zealously fought every possible motion
4 to prevent the Defendants from obtaining money,
5 including raising the fact they might use it as a
6 defense is a grounds, I think tells us exactly what
7 they've been up to and goes to the heart of what Stein
8 is about, the zealous representation of defendants, and
9 the funding of, the availability of the funds that
10 those defendants are entitled to is what is critical
11 and what needs to be looked at.

12 Our clients, obviously, have not taken a vow
13 of poverty, and obviously they do continue to lead
14 their lives, try to educate their children as best they
15 can. That is not the issue either. The issue is
16 whether they were deprived of money that they were
17 lawfully entitled to through the Government, which, in
18 my opinion, Your Honor, would make what they did with
19 whatever resources they had otherwise an irrelevant
20 inquiry here.

21 Thank you, sir.

22 THE COURT: Very well. Thank you, Counsels.

23 I will take these motions under advisement.

24 MR. RHEA: I believe, Your Honor, one other
25 item, Miss Colon was going to argue the selective

1 prosecution issues.

2 I understand those are still pending, but are
3 just simply not ripe for argument or determination
4 because of the evidentiary and discovery issues out
5 there, so I just wanted to make it clear we've not
6 withdrawn that motion, but deferred it.

7 THE COURT: Very well.

8 MR. RHEA: Thanks.

9 MS. COLON: Your Honor, the only thing, if I
10 may address the Court, briefly, on behalf of Waheed
11 Hamed, I would join in all of the arguments made by
12 co-counsel today. I believe we have joined in the
13 motions in written format, but I would join all the
14 arguments of the defense counsel.

15 I just want to point out one last thing about
16 the Stein matter. To say that someone bought furniture
17 or someone paid for tuition, can't nearly compare to
18 the millions of dollars that this defense has already
19 cost, and is going to continue to cost. And the, the
20 argument that there should be some sort of punishment
21 for the Defendants who continue to lead their lives,
22 and do actually get a salary, but certainly not a
23 salary that would be anywhere sufficient to support
24 this kind of defense, is irrelevant to the issues that
25 are before the Court.

1 Thank you.

2 MR. HODGE: Your Honor, just briefly, Nejeh
3 Yusuf also joins the arguments of counsel. You've
4 heard the statements and the conduct of the Government,
5 "cocobay on top of yaws", and it just got worse and
6 worse.

7 Thank you.

8 THE COURT: Very well. Thank you, Counsel.

9 Before we adjourn, I would like to recognize
10 the appearance of former Magistrate, Magistrate
11 Resnick. Welcome to my court, Magistrate Resnick.

12 Very well. We stand adjourned.

13 (Thereupon, court adjourned at 12:15 p.m.)

14 * * *

15

16 I HEREBY CERTIFY that the foregoing is a
17 correct transcription of the record of the proceedings
18 in the above-entitled matter this 15th day of
19 September, 2009.

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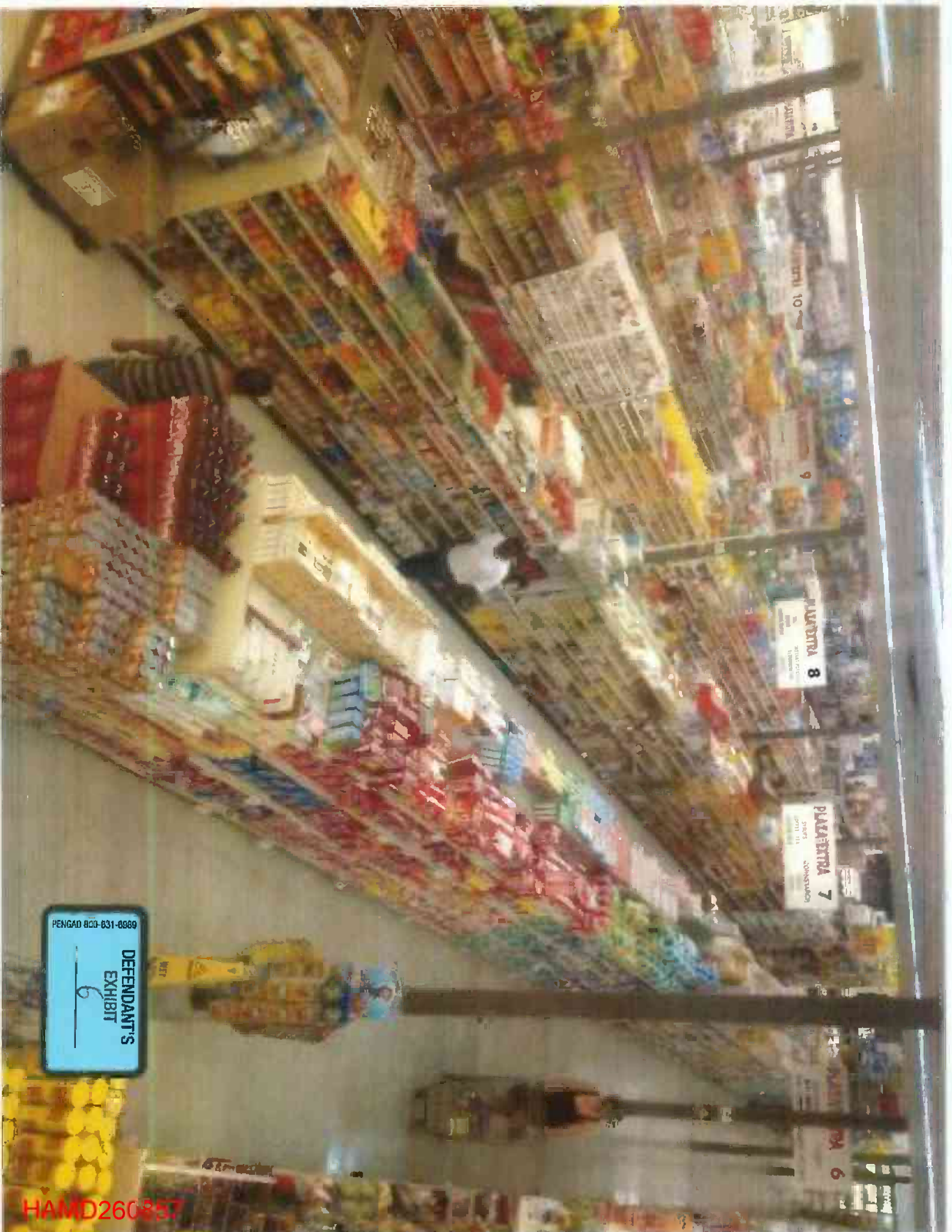
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VALERIE LAWRENCE, RPR

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DEFENDANT'S
EXHIBIT
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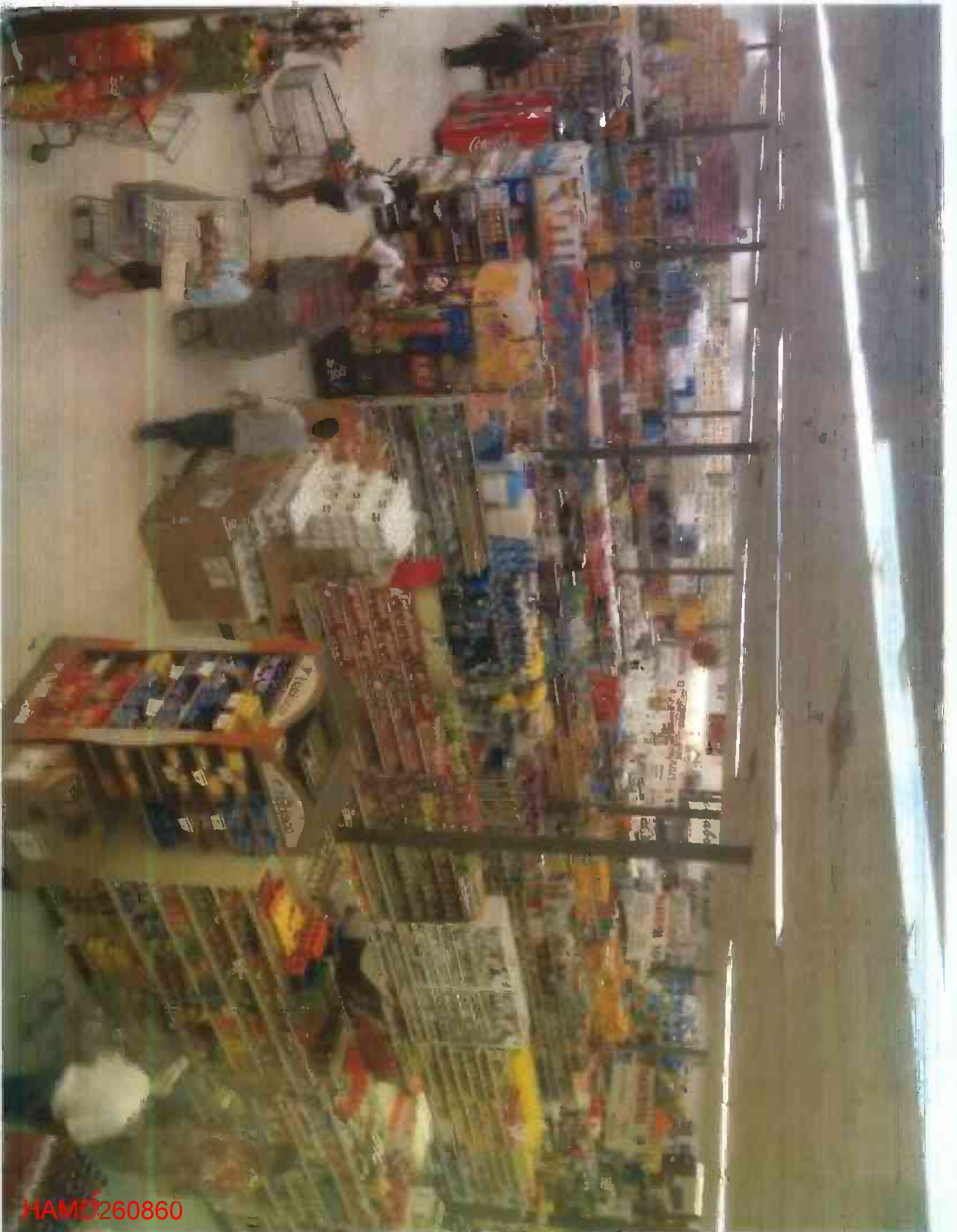
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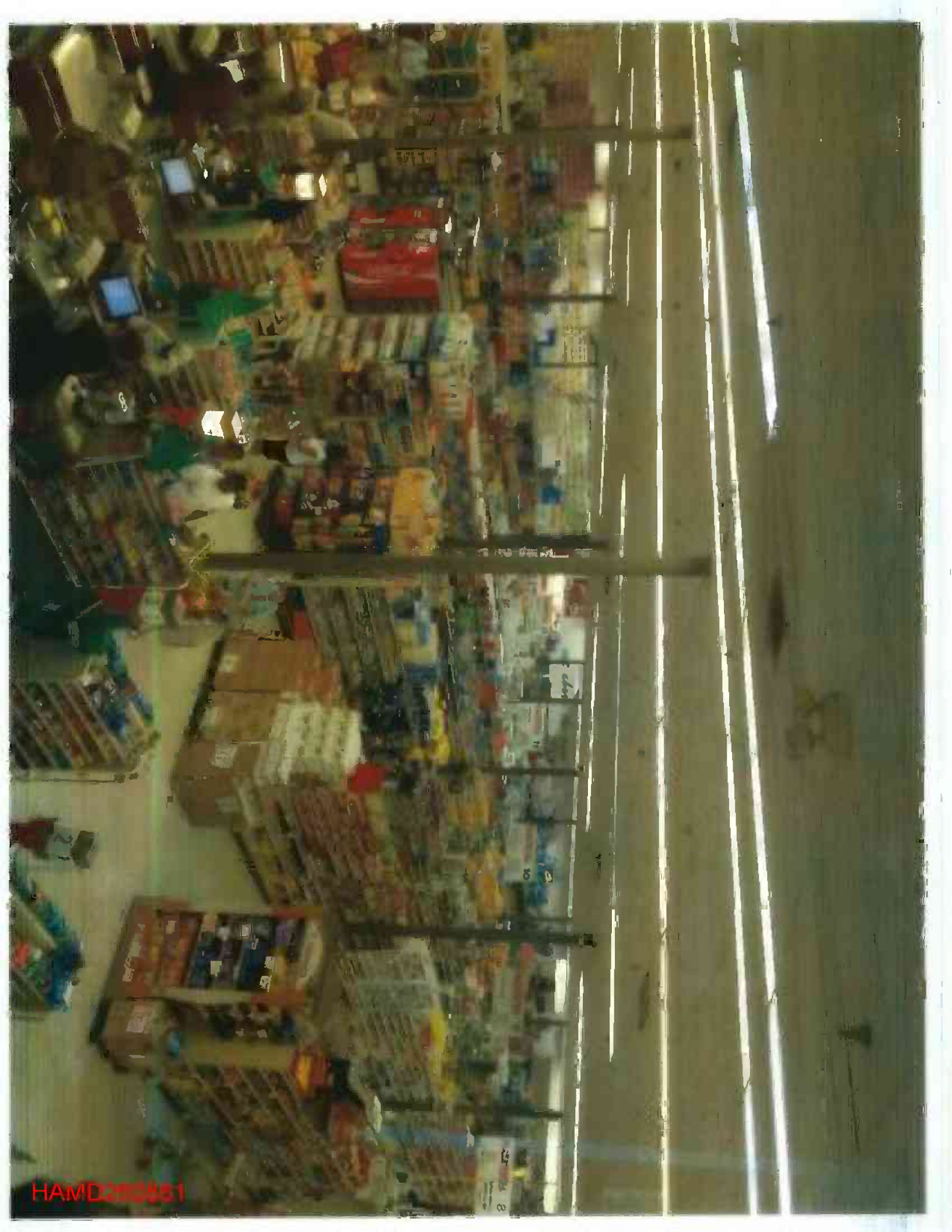
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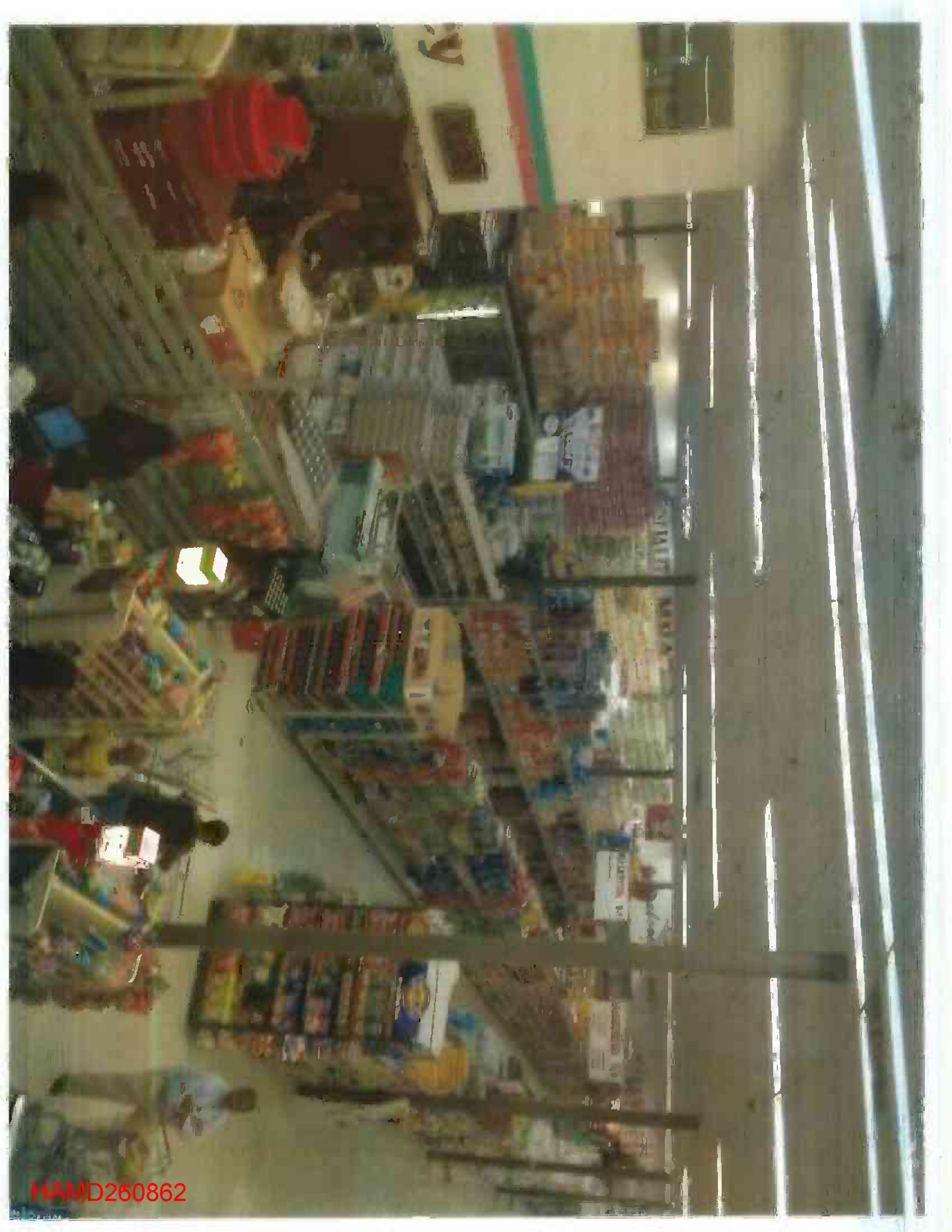
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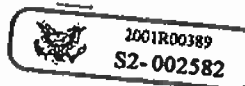


WAMD260866



HAMD260867

ARTICLES OF CORPORATION
(United Corporation)



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.

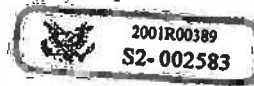
FIFTH: The town and street address of the principal office or place of business of the corporation is: United Shopping Plaza, 4C and 4D Estate Sion Farm, Christiansted, St. Croix, V.I.

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.

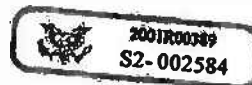
NINTH: The names of each of the officers of this corporation who shall hold office until their successors are elected shall be:

<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)

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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 herebefore 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-



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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)
DIVISION OF ST. CROIX) SS:

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 = 750
3/2/19 - 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:

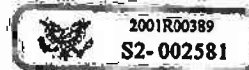
(a) To acquire by purchase or lease, or otherwise, lands and interests in lands, and to own, hold, improve, develop, and manage any real estate so acquired and to erect or cause to be erected on any lands owned, held, or occupied by the Corporation, buildings, or other structures with their appurtenances, 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)



(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

May 30, 1991

LEASE

between

* * * * *

TUTU PARK LIMITED

LANDLORD

and

UNITED CORPORATION d/b/a PLAZA EXTRA

TENANT

* * * * *



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May 30, 1991

LEASE

between

* * * * *

TUTU PARK LIMITED

LANDLORD

and

UNITED CORPORATION d/b/a PLAZA EXTRA

TENANT

* * * * *

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St. Thomas - P.O. Box 1198

LEASE

THIS LEASE, made this 28th day of OCT ~~JUNE~~ 1991,
between TUTU PARK LIMITED, a U. S. Virgin Islands limited
partnership, having an address of Post Office Box 1198, St.
Thomas, U. S. Virgin Islands, 00804 (hereinafter called
"Landlord"), and UNITED CORPORATION, d/b/a PLAZA EXTRA, a
VIRGIN ISLAND corporation, having offices at
44 C & D SION FARM, CHRISTENSTED, ST. CROIX USVI

(hereinafter called "Tenant").

W I T N E S S E T H:

Preliminary Statement

Landlord is the lessee under a ground sublease dated October 8, 1987 by and between P.I.D., Inc., as sublandlord and Landlord as subtenant (the "Prior Lease") affecting certain real property located in, Estate Charlotte Amalie, St. Thomas, U. S. Virgin Islands and described on Exhibit "A" annexed hereto, which property, together with all of the buildings and other improvements now thereon or which may be built thereon, is hereinafter referred to as the "Shopping Center" and is shown on Exhibit "B" annexed hereto (the "Site Plan").

Landlord intends to construct a complete store unit building on the Shopping Center containing approximately 50,250 square feet of floor space in the area outlined in red on Exhibit "B" (the "Store") and to construct parking and lighting facilities, ingress and egress and other common area improvements on the Shopping Center as shown on the Site Plan.

The Store and all future additions, alterations and replacements thereof, will sometimes be referred to in this Lease collectively as the "Leased Premises".

Landlord and Tenant desire to enter into this Lease on the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the terms, covenants and conditions herein set forth, Landlord and Tenant hereby covenant and agree as follows:

ARTICLE ONE

Demise of Premises and Term

Demise

[Handwritten Signature] 10-29-91
[Handwritten Signature] 6-2-91

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SECTION 1.01. Landlord hereby leases to Tenant, and Tenant hereby takes from Landlord, for the term hereinafter provided, the Leased Premises, which includes all of the improvements now or hereafter constructed thereon, which improvements shall be built to the same specifications as K\MART is built at TUTU PARK. The demise of the Leased Premises shall be together with any and all easements, appurtenances, rights and privileges belonging thereto, including the nonexclusive right to use the Common Areas of the Shopping Center (as "Common Areas" is hereinafter defined) in common with other tenants and occupants of the Shopping Center. As used herein, the "Common Areas" shall mean the parking areas, driveways, truckways, delivery passages, ingress and egress roadways, curbcuts, walkways, sidewalks, enclosed mall areas, landscaped and planted areas and all other areas of the Shopping Center to be used in common with the other tenants therein. The exterior lighting, interior mall lights, drywells, sewers, drainage, paving, landscaping, and except as may be herein otherwise provided, utility lines, and other improvements located within the Common Areas are hereinafter referred to as the "Common Area Facilities".

BUT SUBJECT, HOWEVER, to the certain encumbrances, restrictions, conditions and items required by the Lending Institutions mortgaging the development and matters disclosed in the master lease.

Term

The "Initial Term" of this Lease shall be Twenty-Five (25) "Lease Years" plus, if any, the "First Partial Lease Year" (as both said expressions are defined in SECTION 1.02 hereof), plus a "Preliminary Term" prior to the Initial Term. The Preliminary Term shall commence on the date of this Lease and shall expire at midnight on the day before the commencement of the Initial Term.

~~lease shall not be subject to a check final for all items etc.~~
The Initial Term shall commence on the "Rent Commencement Date" (as defined in SECTION 2.01 hereof) and shall expire on the date (the "Expiration Date") which is the last day of the Twenty-Fifth (25th) Lease Year; and, at Tenant's option as provided in Section 1.03 hereof, Tenant may extend the Initial Term for one or more Renewal Periods; unless this Lease shall sooner end and terminate as hereinafter provided. After Tenant validly exercises any renewal option(s), the expression Expiration Date shall then be deemed to refer to the date of expiration of the last Renewal Period as to which an option was exercised.

The Initial Term, as extended with any Renewal Periods, if so extended, or as shortened by any earlier termination of this Lease, shall be hereinafter called the "Demised Term"; the expression Demised Term, where used in this

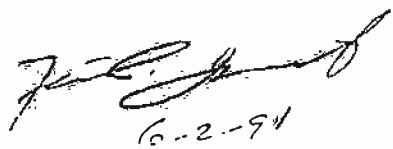
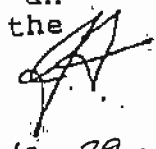
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[Signature]
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Lease, shall not include the Preliminary Term, for the reason that it is intended that not all of the provisions of this Lease shall always apply to the Preliminary Term. Where it is intended that certain provisions apply only to the Preliminary Term or in the alternative do not apply to the Preliminary Term at all, specific reference to that effect shall be made in such places. However, unless specifically stated otherwise, all provisions of this Lease shall be applicable to both the Preliminary Term and the Demised Term.

SECTION 1.02. The expression "Lease Year" shall mean each successive period of twelve (12) consecutive full calendar months, commencing on the Rent Commencement Date and ending at the close of the twelfth (12th) full calendar month thereafter. Each succeeding Lease Year shall be the period of each twelve (12) full calendar months thereafter, except if the last Lease Year shall be a lesser period of any reason (a "Partial Lease Year"), in which event Fixed Rent and all other annual Additional Rent and charges due hereunder shall be adjusted proportionately.

SECTION 1.03. Provided Tenant is not in default of this Lease and is operating for business in the premises, Tenant shall have three (3) successive options to extend the Demised Term, from the date on which it would otherwise expire, for three (3) separate consecutive renewal periods of five (5) Lease Years each, except that the third (3rd) such renewal period shall be for the period ending on the expiration date of the Prior Lease (each such period being herein called a "Renewal Period"). Tenant may from time to time exercise any one or more of said options in consecutive order by giving written notice to Landlord not more than twelve (12) months nor less than six (6) calendar months prior to the beginning of the next (or first) Renewal Period. Failure by Tenant to exercise the then next successive option shall constitute a waiver of any right to exercise that option and all future options. If Tenant exercises any one or more of said three (3) renewal options, the Demised Term shall be automatically extended for the Renewal Period(s) covered by the option(s) so exercised without execution of any further document of extension or any renewal lease. The commencement date for any such Renewal Period shall be the day after the then applicable Expiration Date. Except as otherwise expressly provided in this Lease, each Renewal Period shall be subject to all of the terms and conditions as are in effect hereunder immediately preceding the commencement of such Renewal Period, provided, however, that there shall be no further right to exercise any previously exercised renewal options. Such Renewal Periods shall not exceed a total of three (3) successive Renewal Periods which shall not exceed an aggregate of fifteen (15) additional Lease Years after the Initial Term.

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10-29-

Plans and Construction

SECTION 1.04. (A) Annexed hereto as EXHIBIT C are copies of K\MART preliminary specifications which represent a guide line of the type of building Landlord is furnishing. The final specifications will be determined by K/MART. The rent is based on a building which complies with the final K/Mart store. It is understood that Tenant may modify the actual store at its expense to include a mezzanine or second floor. The "Preliminary Plans" showing the general arrangement of the Store to the site is shown on EXHIBIT "B".

(B) On or before ninety (90) days from the date hereof, Landlord shall, at its expense, prepare and submit to Tenant for its approval, working plans and specifications (the "Plans") for construction of the Store to be situated on the area designated therefor and otherwise consistent with the Site Plan and Preliminary Plans. The Plans shall be prepared to comply with the applicable provisions of law. Tenant, within fifteen (15) days, after the submission of the Plans, shall either (i) approve the plans by endorsing its approval on one set thereof and returning such signed or initialed set to Landlord, or (ii) refuse such approval only if the Plans are not generally consistent with the Site Plan or with the Preliminary Plans, or do not comply with applicable law, municipal ordinances or building codes, or with generally accepted construction standards for first class shopping centers.

(C) If Tenant refuses approval, Tenant shall thereupon advise Landlord of those revisions or corrections which Tenant requests and Landlord shall resubmit the Plans with agreed upon revisions or corrections to Tenant for its approval as aforesaid. In the event Tenant does not endorse its approval or disapprove the Plans, including any revisions or corrections thereof, for the above stated reasons, within said fifteen (15) day period, the Plans shall be deemed approved.

(D) Landlord may from time to time make variations in the Plans, provided that such variations: (i) are generally consistent with the approved Plans; (ii) do not change the exterior dimensions or materially alter the appearance of the Store; (iii) do not materially detract from the structural soundness of the Store; (iv) are in all respects in compliance with applicable law, municipal ordinances and building codes and with generally accepted construction standards for first class shopping centers; and (v) otherwise comply with the terms of this Lease.

(E) Promptly after approval by Tenant of the Plans, Landlord shall submit the Plans to the governmental

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authorities for approval. Landlord shall, at Landlord's expense, obtain all permits necessary for construction of the Store and related utility hookups. Tenant shall cooperate with Landlord in obtaining necessary information concerning governmental requirements for the Permits and approval of the Plans and Landlord shall, at Landlord's expense, proceed with due diligence to satisfy legal and quasi-legal requirements necessary to permit Landlord to perform its construction obligations hereunder, including site plan, curb cut, and utilities connection approvals and including the application to the building department for a building permit to construct the store or anything else related to the Construction.

(F) Upon obtaining all Permits, Landlord, without cost or expense to Tenant, shall construct the Store in accordance with the Plans ("Landlord's Work"). Landlord's Work shall be performed in a good, proper and workmanlike manner and in compliance with all applicable Legal Requirements. Landlord shall use its reasonable efforts to complete or cause to be completed Landlord's Work on or before August 31, 1992; subject, however, to the Force Majeure provisions of ARTICLE 13; and if at any time or from time to time said Force Majeure provisions shall become operative, the performer of Landlord's work shall have an additional period of thirty (30) days for re-start time plus a period equal to the period of the delay. Upon completion of Landlord's Work, Tenant agrees to fixture and do all other work (including installation of exterior signs above its outside entrances and a sign on the Shopping Center Pylon) as is appropriate in order to ready the Leased Premises for use and occupancy and for retail business with the public, and Tenant agrees to open its supermarket for business within ninety (90) days after "delivery of possession" to Tenant, as provided in SECTION 1.04(H) of this Lease, subject to the Force Majeure provisions of ARTICLE 31, initially at least under the name of "PLAZA EXTRA".

(G) After the Improvements shall have been completed, Landlord shall promptly:

(i) Upon request of Tenant, deliver to Tenant a certification by Landlord's architect or engineer that the Store has been completed in accordance with all applicable requirements of law and the Plans, and

(ii) Deliver to Tenant two (2) copies of all certificates from appropriate municipal or other governmental authorities confirming the completion of the Improvements by Landlord as contemplated by this Lease, including without limitation, a copy of a certificate of occupancy (which may be a temporary certificate of occupancy, provided such certificate permits occupancy and

John J. ...
6-2-91 10

all material work has been completed and further provided that a final certificate of occupancy is delivered to Tenant within a reasonable time thereafter).

(H) "Delivery of possession" shall be deemed to have been made upon: (i) the receipt of a certification of Landlord's "Architect" that Landlord's Work has been substantially completed, (ii) the receipt of a certificate of occupancy by Tenant, and (iii) upon the delivery of exclusive possession to Tenant. Landlord's Work shall be deemed substantially completed, notwithstanding the fact that minor non-structural details of construction, mechanical adjustment or decoration remain to be performed, which would not materially interfere with the use or occupancy of, or access to, the Leased Premises.

(I) Within the sixty (60) day period after delivery of possession, Tenant shall give Landlord notice of any contended defects in Landlord's Work and of any contended variances of Landlord's Work from the requirements of this Lease (the "Punchlist Items"). Any defect or variance not so set forth shall be deemed waived by Tenant, other than those defects not reasonably ascertainable, but in no event shall Landlord bear any responsibility for such defects unless Tenant notifies Landlord of the same within one (1) year after the date of delivery of possession to Tenant. If Tenant shall fail to give such notice, it shall waive all rights with respect to such defects or variances. Upon the expiration of such sixty day period, the Leased Premises shall be conclusively deemed to have been accepted by Tenant unless Tenant shall give the aforesaid notice. If Tenant shall notify Landlord of any contended defects during the sixty day period, the Leased Premises shall be deemed accepted by Tenant, subject to Landlord's obligation to correct such defects or variances in a timely fashion, and further subject to the provisions of SECTION 7.02(B) hereof.

SECTION 1.05. In the event Landlord, despite a good faith effort, has not been able to satisfy any and all legal and other requirements of governmental and quasi-governmental authorities having jurisdiction and obtained any and all final permits, licenses and approvals relating to or necessary or advisable for the construction including the proposed use of the Store in accordance with zoning for the initial use of the Leased Premises as a supermarket, as contemplated by Tenant ("Permits"), on or before 1-31-93 (time being of the essence), Tenant shall have the right at any time thereafter prior to Tenant's receipt of notice from Landlord that Landlord has obtained all Permits, to terminate this Lease (the "Termination Right") by giving Landlord ten (10) days' written notice to such effect, and in such event this Lease shall be deemed cancelled as of the date set forth in the notice, and each party shall be

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relieved of any and all liability under this Lease accruing thereafter.

SECTION 1.06. Landlord agrees to use best efforts, diligently and in good faith to pursue the obtaining of all Permits while this Lease is in effect. Landlord agrees to give Tenant written notice promptly each time as, and when any Permits are obtained. When Landlord has informed Tenant in writing that all Permits have been obtained, Tenant's Termination Right, unless effectively exercised prior thereto in accordance with SECTION 1.05, shall then be null and void, and Landlord agrees to construct the Store and the Common Area Improvements in accordance with the Plans, and Landlord agrees that, in any and all events, construction of the Store shall be completed no later than 10-31-93.

ARTICLE TWO

Fixed Rent; Percentage Rent; Additional Rent

SECTION 2.01. The expression "Rent Commencement Date" shall mean the date which is the earlier of either (i) ninety (90) days after Landlord delivers possession of the Leased Premises to Tenant, or (ii) the earlier date that any part of the Store is first opened for business with the public.

From and after the Rent Commencement Date, Tenant shall pay to Landlord the sums set forth in SECTION 2.03 for Fixed Rent in addition to all the other sums required in this Lease to be paid as rent or additional rent; all without prior demand therefor. The term "Rent" shall be deemed to include the Fixed Rent and Percentage Rent (as hereinafter defined) and at all times shall include all additional sums ("Additional Rent") payable by Tenant pursuant to this Lease. Percentage Rent and Additional Rent shall constitute Rent payable hereunder with the same effect as if it were part of the Fixed Rent. In the event the Rent Commencement Date shall not be the first day of the calendar month, then such Rent for such period be prorated for the partial month for the actual number of days involved.

SECTION 2.02. All amounts payable by the Tenant to the Landlord under the terms of this Lease, shall be paid, at the office of the Landlord set forth in this Lease, or at such other place as the Landlord shall from time to time, on at lease thirty (30) days prior notice to Tenant, designate to the Tenant, in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment. Any overdue payments shall bear interest at the Lease Interest Rate set forth in Article 2.05.

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SECTION 2.03. (a). During the Demised Term, Tenant shall pay to Landlord fixed rent ("Fixed Rent") in equal monthly installments in advance at the following minimum annual rate(s), except as the same may be increased, modified, abated or diminished only as provided in this Lease:

(i) \$364,312.50 per annum during each of the Lease Years during the Initial Term;

(ii) \$819,703 per annum during each of the Lease Years of the first Renewal Period (if exercised by Tenant);

(iii) \$910,780 per annum during each of the Lease Years of the second Renewal Period (if exercised by Tenant); and

(iv) \$1,001,858 per annum during each of the Lease Years of the third Renewal Period (if exercised by Tenant);

Rent may be reviewed every renewal period referred to above at the option of Landlord and reset to Market Rent (rent based on fair market value in St. Thomas), which shall be determined by Landlord, however Tenant is hereby given the right to a review and redetermination of Landlord's Market Rent determination pursuant to the following provisions.

All claims, disputes and other matters in question arising out of, or relating to, the establishment by Landlord of Market Rent shall be decided by arbitration in accordance with the Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.

Notice of the demand for arbitration shall be filed in writing with the other party to the Contract and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claims dispute or other matter in question would be barred by the applicable statute of limitations.

The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

(b) The annual Fixed Rent set forth in Section 2.03 (a) above has been based on the Leased Premises having a Floor Area of 50,250 ft. In this regard if Tenant builds

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its own mezzanine, then no additional floor rent will be due
Landlord. ~~can charges related there to will still be due~~
~~and payable by Tenant.~~ Said rental amounts shall be
proportionately increased or decreased, as the case may be,
based on the actual Floor Area contained in the Leased
Premises as determined by Landlord's architect. The
measurement of Floor Area shall be made from the outside of
exterior walls and the centerlines of party and demising
walls and shall exclude all exterior and not roofed loading
docks, canopies extending from the exterior, exterior
entranceways (unless any of such areas are used for sales
in which event they shall be includable in the Floor Area).
In the event Tenant disputes a measurement, the matter shall
be submitted to arbitration in accordance with Article 24
hereof and the parties agree that, pending resolution of
such dispute, Tenant will pay Fixed Rent and all items of
additional rent hereunder at the rates set forth in this
article. When Landlord and Tenant agree on the Floor Area,
or when such area is decided by arbitration as aforesaid,
the parties will enter into an agreement setting forth such
areas and the Fixed Rent due hereunder.

SECTION 2.04. For each Lease Year that Tenant operates
the Demised Premises as a supermarket, Tenant shall pay to
Landlord a sum ("Percentage Rent") equal to the amount of
(1.5%) of Gross Sales (as hereinafter defined) attributable
to the Store during each Lease Year in excess of:

- (i) \$25,000,000 during each of the Lease Years of
the Initial Term of this Lease;
- (ii) \$42,000,000 during each Lease Year of the
first Renewal Period of this Lease;
- (iii) \$50,000,000 during each Lease Year of the
second Renewal Period of this Lease; and
- (iv) \$60,000,000 during each Lease Year of the
third Renewal Period of this Lease.

No Percentage Rent will be due on Gross Sales under
\$25,000,000.00. The Gross Sales Volume numbers set forth
above for renewal periods may be renegotiated at election of
Landlord to set market rents for renewal periods. The Gross
Sales Volume numbers set forth herein shall be
proportionately reduced for any Partial Lease Year.

Percentage Rent shall first become due and payable in
each lease year on the Thirtieth (30th) day of the month
immediately following the month during which said Gross
Sales exceed the Percentage Break Point for such lease year
and thereafter shall be paid monthly on all additional Gross
Sales made during the remainder of such lease year.

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As used in this Lease, "Gross Sales" shall be the total prices charged for all sales or services resulting from business conducted in, on, or from the Demised Premises, whether for cash or otherwise (including sales or services, if any, made by any sublessee, licensee or concessionaire of Tenant) after deducting therefrom the following:

(a) The amount of refunds, credits and allowances to customers for merchandise returned or exchanged;

(b) Unpaid balances on credit sales, or uncollected checks written off as bad debts, provided that if subsequently recovered they shall be added to Gross Sales in the Lease Year in which received;

(c) Federal, State and local taxes imposed directly on sales and collected from customers, provided that the amount of such taxes is separately recorded;

(d) Transfers of merchandise to other stores of Tenant or affiliated units of Tenant not in connection with sales made at or from the Demised Premises;

(e) Service and interest charges and penalties for time payment accounts and charge accounts;

(f) Non-retail sales or bulk sales to the trade in an amount not to exceed one percent (1%) of Gross Sales for that Lease Year;

(g) The gross receipts of the sale of tickets for a governmental sponsored lottery, whether local, state, regional or national, provided, however, Tenant's net receipts from such sales shall be includable in Gross Sales; and

(h) Receipts not retained by Tenant from bottles and other refundable deposits and public telephones inside the Leased Premises.

Layaway sales, if any, shall be added to Gross Sales as and when payments are received from the customer.

Tenant shall keep records and accounts of its Gross Sales in accordance with generally accepted accounting practices. The aforementioned records and accounts shall include records and accounts of subtenants, concessionaires and licensees to the extent that the same are in the possession or control of Tenant, provided, however, that Tenant shall use its best efforts to obtain such records from its subtenants, concessionaires and licensees. Tenant shall permit Landlord to obtain a direct electronic, concurrent, transaction report from each and every sales

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reporting or registering device in Tenants operation which will furnish Landlord with a current and accurate report of Tenant's gross sales as they occur. In this regard Tenant shall direct the firm or company installing or servicing Tenant's point of sale equipment, to hook up said data transmission line and to periodically certify that said line was functioning in a manner insuring that Landlord was receiving accurate sales information. The cost of installing and certifying this data line shall be at Landlord's expense. Tenant will furnish to Landlord within sixty (60) days after the expiration of each Lease Year (or any Partial Lease Year), a statement certified by an independent C.P.A. or an officer of Tenant setting forth the Gross Sales for the preceding Lease Year in reasonable detail, and any Percentage Rent which shall be shown to be due by said statement shall be paid concurrently therewith.

Landlord shall have the right, from time to time, but not more often than once a year nor later than two (2) years after the end of the Lease Year (or Partial Lease Year) in question, to examine Tenant's records and accounts relating to Gross Sales including exceptions and deductions therefrom. Such examination shall be conducted during reasonable business hours at Tenant's principal records office by an independent certified public accountant or an agent or employee of Landlord on at least ten (10) business days' prior written notice to Tenant. If any such examination discloses that any additional Percentage Rent is payable to Landlord, the additional amount shall be paid to Landlord on demand with interest on the amount due and owing at two percent (2%) above the prime commercial lending rate of Chemical Bank for unsecured short-term loans to its most creditworthy customers (the "Lease Interest Rate"). If Chemical Bank shall cease to make such loans, the largest commercial bank located in the City of New York (in terms of assets) making such loans shall be substituted for Chemical Bank in determining the Lease Interest Rate as aforesaid. If the examination discloses that Tenant made an overpayment, it shall be refunded to Tenant on demand. If such examination shall disclose that Gross Sales for any Lease Year were understated by Tenant in excess of two percent (2%) of the Gross Sales, Tenant shall reimburse Landlord for the reasonable cost of the examination. Tenant has not and does not make any representation or warranty as to the amount of Gross Sales which are anticipated from the Leased Premises or as to the manner of the sale operation to be conducted therein. The computation of Percentage Rent shall be made separately with respect to each Lease Year (and any Partial Lease Year), it being understood and agreed that neither the Gross Sales in any Lease Year, nor the payment of Percentage Rent, if any, for any Lease Year shall have any bearing on or connection with the sales or payments for any other Lease Year.

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During any period that Tenant discontinues the operation of a Super Market in 15% or more of the Leased Premises, Landlord shall have the following options: (i) adjusting the percentage rent rate and the gross sales figures set forth above to a calculation more suitable in the shopping center industry for the type of business then being conducted; or (ii) if no percentage rent would be appropriate for the business then being conducted in the Leased Premises, or if no business is being conducted in the Leased Premises, then increasing the Fixed Rent based on the fair Market rental value of the Premises at the time.

SECTION 2.05. CPI Increase Formula, as used in this Lease, shall refer to the following determination: using the Price Index applicable on the first day of the month in which this Lease was executed as the denominator and the index number for the first month of each Lease Year or other period being adjusted thereafter as the numerator, multiply said resulting fraction times the Fixed Rent.

Price Index. Price Index, as used in this Lease, shall mean the "All Items" portion of the "Consumer Price Index for All Urban Consumers: U.S. City Average" (1982-84 = 100), as compiled by the Bureau of Labor Statistics, United States Department of Labor. If such Price Index should in the future be compiled on a different basis, appropriate adjustments will be made for purposes of computations. If the United States Department of Labor no longer compiles and publishes such Price Index, any comparable index published by any other branch or department of the federal government shall be used for the purpose of computing the adjustments herein provided for, and if no such index is compiled and published by any branch or department of the federal government, the statistics reflecting cost of living changes, as compiled by any institution, organization or individual, generally recognized as an authority by financial and insurance institutions shall be used as a basis for such adjustments.

ARTICLE THREE

Taxes, Expenses and Other Charges

SECTION 3.01. From and after the Rent Commencement Date, Tenant shall pay the "Real Estate Taxes" (as defined in this SECTION) attributable to the Leased Premises (regardless when the same became a lien), subject, however, to the provisions of SECTION 3.06 hereof.

For the purposes of this Lease, the expression "Real Estate Taxes" shall mean: all real estate taxes and assessments (including without limitation ad valorem taxes and general, special and betterment assessments); and all water and sewer charges which constitute a lien on the

Leased Premises measured or imposed by a method other than by volume of consumption; and any and all charges imposed by the taxing authorities, however called, which is or are levied, assessed or imposed on the use or occupancy of the Leased Premises or measured by or calculated upon any Rent or the amount of Rent payable by Tenant or any of its successors or assigns or subtenants, licensees, concessionaires (provided the same is a tax on Tenant's payment of rent, similar to that presently imposed in VIRGIN ISLAND and merely collected by Landlord, and not a tax on income); whether any of the foregoing shall have been foreseen or unforeseen or shall be ordinary or extraordinary. If due to a change in the method of taxation, any tax or charge by the taxing authorities is levied, assessed or imposed upon the Leased Premises as a substitution for the Real Estate Taxes as hereinabove defined in whole or in part, or as a substitution for increases in Real Estate Taxes as above defined in whole or in part, then such tax or assessment shall be deemed to be included also within the definition of Real Estate Taxes for the purposes of this Lease. All costs, expenses and fees (including reasonable attorneys' and/or other experts' fees) incurred by Landlord in contesting Real Estate Taxes shall also be deemed to be included within the definition of Real Estate Taxes. Tenant shall pay Real Estate Taxes to Landlord in the manner hereinafter provided; and in such case the Real Estate Taxes attributable to the Leased Premises for each tax year shall be arrived at by computing the sum of: (A) the Real Estate Taxes on the Store for said year, plus (B) the product obtained by multiplying (i) the aggregate Real Estate Taxes on the land, both of the Leased Premises and of the rest of the Shopping Center for said tax year and (ii) a fraction, the numerator of which fraction is the number of square feet of the entire Floor Area of the Store (excepting mezzanine space used for other than sales area) and the denominator of which fraction is the aggregate number of square feet of the entire leasable Floor Area (excepting mezzanine space used for other than sales area) of both the Store and all of the other buildings then located on the Shopping Center. If the number of square feet of Floor Area of either the Store or any of the buildings located on the Shopping Center shall change during any tax year, the condition existing as of the date on which Real Estate Taxes are assessed for said tax year shall be the reference time. The ad valorem Real Estate Taxes attributable to the Store (as distinguished from the land taxes) shall be determined according to the assessment attributable to the Store as indicated in the official tax bill, or if such assessment is not set forth therein, then the Real Estate Taxes attributable to the Store shall be deemed to be equal to the product of (X) the aggregate Real Estate Taxes upon the buildings of the Shopping Center including the Store and (Y) a fraction, the numerator of which fraction shall be the number of square feet of the

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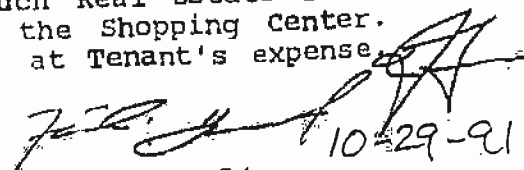
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entire Floor Area within the Store and the denominator of which fraction shall be the number of the entire square feet of Floor Area within the Store plus all of the other buildings of the Shopping Center.

Landlord shall deliver to Tenant a copy of each tax bill for any tax year with respect to which Tenant is obligated to pay Real Estate Taxes to Landlord hereunder and shall bill Tenant for any amount that may be payable by Tenant pursuant to the provisions of this Article. Said bill shall be accompanied by a computation of the amount payable by Tenant. The amount payable by Tenant hereunder for any tax year shall be payable at least ten (10) days prior to the time that Landlord shall be required to pay Real Estate Taxes to the taxing authority for said tax year without the accrual of interest or the payment of a penalty, but, if Tenant shall not have received a bill therefor at least fourteen (14) days prior to said time for payment, Tenant shall not be required to make payment until fourteen (14) days after the receipt of said bill. Landlord agrees that all sums paid to it by Tenant for then unpaid Real Estate Taxes shall be received by it in trust and be utilized solely to pay Real Estate Taxes. (If Real Estate Taxes are payable to any taxing authority for any tax year in installments, the amounts payable by Tenant hereunder shall be payable in similar installments. If Real Estate Taxes are payable to different taxing authorities for any tax year at different times, an appropriate apportionment shall be made of the amount payable by Tenant for said tax year and the apportioned amount shall be payable at such times).

SECTION 3.02. If Tenant requests that Landlord seek a reduction in the assessed valuation of the buildings, other improvements, or land constituting the Shopping Center or the Leased Premises, or Tenant otherwise requests Landlord to seek a reduction or abatement of Real Estate Taxes or exemption of any of such property from Real Estate Taxes, then if Landlord or someone on Landlord's behalf does not timely institute the appropriate proceedings, Landlord shall permit Tenant at its own cost and expense to institute the appropriate proceedings in Landlord's name, if necessary, in order to contest the amount of such assessments or Real Estate Taxes. Additionally, Tenant shall have the right to contest the assessed valuation of the Store, at its own cost and expense, provided it gives Landlord notice of the same prior to instituting proceedings or taking other actions in furtherance thereof. If as a result of any such reduction Landlord shall receive a refund of Real Estate Taxes attributable to the Leased Premises, Tenant shall be entitled to a prompt refund of the portion of such Real Estate Taxes attributable to the Store and Tenant's equitable share of the portion of such Real Estate Taxes attributable to the land comprising the Shopping Center. Landlord shall cooperate with Tenant, at Tenant's expense.

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to execute any documents or furnish any information necessary or advisable in connection with such proceedings, and any balance of the refund exceeding Tenant's equitable share shall be the property of Landlord. If the Leased Premises was a separate tax lot with respect to the Period covered by any such refund, and Tenant has paid all the Taxes, Tenant shall be entitled to retain the entire refund with respect thereto. Any tax refunds received by Landlord or Tenant to which the other shall be entitled in whole or in part shall be held in trust or escrow for the purpose of remitting to the party entitled thereto its refund. The provisions of this paragraph shall survive termination of this Lease.

SECTION 3.03. Any Real Estate Tax relating to a payment period of the taxing authority, a part of which predates the date when Tenant's obligation to start paying Real Estate Taxes begins or a part of which is subsequent to the Expiration Date of this Lease (whether or not such Tax during the Demised Term shall be assessed, levied, imposed or become a lien upon the Leased Premises, or become payable during the Demised Term) shall be apportioned and adjusted between Landlord and Tenant as of the date when Tenant's obligation to start paying Real Estate Taxes begins or the Expiration Date (whichever date applies), so that Landlord shall pay that proportion of such Tax which that part of such payment Period included in the Period of time before the Rent obligation begins or after the Expiration Date (whichever case applies) bears to such payment period; the Tenant shall pay the remainder thereof. With respect to any special assessment Tax for public improvements, or benefits which is paid in installments, Landlord shall be solely responsible for the installments thereof which become due and payable subsequent to the expiration of the Demised Term, and Tenant shall pay its share of all such installments which become due and payable at any time during the Demised Term even though payment as permitted by law is postponed beyond the end of the Demised Term. Notwithstanding the foregoing, if the Leased Premises are located in a jurisdiction in which taxes are accrued or become a lien but are billed or payable afterwards in arrears, any such taxes applicable to the current year of the Term shall be included in the definition of Real Estate Taxes according to the provisions of this ARTICLE 3.

SECTION 3.04. Landlord covenants on request to furnish to Tenant, within thirty (30) days after the last date when any Real Estate Tax must be paid by Landlord to the taxing authorities, official receipts of the appropriate taxing authority or other proof to Tenant, evidencing the payment thereof.

SECTION 3.05. The certificate, written advice or bill of the appropriate official (designated by law to make

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issue the same or to receive payment of any such Tax) of the nonpayment of any such Tax, shall be prima facie evidence that such Tax was due and unpaid at the time of the making or issuance of such certificate, advice or bill.

SECTION 3.06. It is expressly understood and agreed that Tenant shall not be required to pay any of the following taxes or governmental impositions which shall be imposed against Landlord by any governmental authority, whether federal, state, county, city, municipal, or otherwise, to wit:

- (a) any estate, inheritance, devolution, succession, transfer, legacy or gift tax which may be imposed upon or with respect to any transfer of Landlord's interest in the Leased Premises;
- (b) any capital stock tax or other tax imposed against Landlord for the privilege or franchise of doing business as a corporation;
- (c) any income tax levied upon or against the net income of the Landlord;

Provided, however, Tenant shall in all cases pay in full all taxes, assessments, license fees and other charges imposed on or in connection with its signs, personal property or the conduct of its business, and license fees, taxes or assessments imposed on tenants generally pursuant to applicable law.

ARTICLE FOUR

Use and Compliance with Laws, Etc.

Use

SECTION 4.01. Tenant agrees, that at the fixed and percentage rents stated above, that Leased Premises shall be used and occupied and suffered or permitted to be used and occupied only for a supermarket which may include a supermarket, bakery, restaurant as well as a pharmacy and for no other purpose without the consent of Landlord. Landlord agrees not to unreasonably withhold its consent for a change in the use of the Leased Premises from use as a supermarket, provided as follows:

1. The proposed use would be for a retail purpose as normally found in shopping centers of comparable size;
2. The Landlord shall have the option to adjust the Fixed Rent based on the fair market rental value of the Leased Premises for the period of such proposed use;

3. The proposed use would not be in conflict with the use of any other tenant in the Shopping Center or in violation of any restrictive covenant contained in a lease for space in the Shopping Center;

4. At no time would the Leased Premises be used for any use prohibited in the next following paragraph.

Notwithstanding anything contained in the immediately preceding paragraph, Tenant and its successors and assigns agree not to use, lease or sublease or permit the use of any portion of the Leased Premises, or any future expansion thereof, for any operation, activity or business that: (a) creates strong, unusual or offensive odors, fumes, dust or vapors; (b) is a public or private nuisance; (c) emits noise or sounds which are objectionable due to intermittence, beat, frequency, shrillness or loudness; (d) creates unusual fire, explosive or other hazards; or (e) is used, in whole or in part, as or for: warehousing except in conjunction with Tenant's retail operation; the dumping or disposing of garbage or refuse; the sale of indecent or pornographic literature or displays; catering hall; theater or movie theaters; off-track betting parlor; bar; night club; discotheque; bowling alley; so-called "head shop"; car wash; auto body shop; amusement arcade or game room; amusement center; billiard parlor; funeral parlor; automobile dealership; so-called "flea market"; skating rink; adult book store; massage parlor; or (f) for a principal use in violation of any exclusive use granted to any other tenant in the Shopping Center except that Tenant shall have the exclusive right as set forth in Section 4.02 to operate a food supermarket at the Shopping Center as long as all of the Demised Premises are open and are operated as a Supermarket Food type Retail outlet.

SECTION 4.02. Landlord agrees that during the term of this Lease and as long as the Demised Premises are operated as a Supermarket, neither Landlord nor its successor or assigns will lease any premises in the Shopping Center set forth on EXHIBIT "B" to another food supermarket. This restriction shall not prohibit other tenants from selling the same products as Tenant as long as it is incidental to their normal business nor shall this restriction apply to the K-Mart premises nor to any Tenant of less than 10,000 square feet. ~~K-MART has agreed that they will not operate a supermarket pursuant to paragraph 22 of their lease with Landlord (which is attached hereto) as long as the supermarket is operated by Florida Supermarket or their successor. Landlord shall obtain an agreement with K-MART that PLAZA EXTRA shall be included as a successor of Florida Supermarket for purposes of that paragraph.~~

SECTION 4.03. Tenant agrees to observe and comply, at its sole cost and expense, with all laws, regulations and

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ordinances of all governmental authorities now or hereafter in force applicable to the conduct of its operations upon the Leased Premises.

SECTION 4.04. Except for Tenant's obligations under SECTION 4.03, Landlord agrees to observe and comply, at its sole cost and expense, with all laws, regulations and ordinances of all governmental authorities now or hereafter in force relating to the Leased Premises except to the extent caused by the negligent act or omission of Tenant or its agents, servants or employees or by the use of the Leased Premises in a manner not permitted under this Lease or by the change of the use of the Leased Premises from a supermarket.

SECTION 4.05. So long as Tenants activity shall not adversely affect the operation of the Shopping Center Tenant shall have the right to contest by appropriate legal proceedings, without cost or expense to Landlord, the validity of any law, ordinance, order, rule, regulation or requirement of the nature herein referred to, provided, however, that, if reasonably requested so to do by Landlord, the Tenant shall first furnish to Landlord a bond in form and amount and issued by a surety company, or shall furnish other security, reasonably satisfactory to Landlord, guaranteeing to Landlord compliance by Tenant with such law, ordinance, order, rule, regulation or requirement; and Tenant agrees to defend and indemnify Landlord against any and all liability, loss and damage which the Landlord may sustain by reason of Tenant's failure or delay in complying therewith. Landlord shall have the right, but shall be under no obligation, to contest by appropriate legal proceedings, at the Landlord's expense, any such law, ordinance, rule, regulation or requirement.

ARTICLE FIVE

Public Utility Charges

SECTION 5.01. As of the date of Delivery of Possession, the Tenant agrees to pay or cause to be paid all charges for gas, water, sewer, electricity, light, heat, power, telephone or other communication service or other utility or kind of service used, rendered or supplied to, upon or in connection with the Leased Premises and Tenant agrees to defend and indemnify the Landlord and save it harmless against any liability or damages on such account.

ARTICLE SIX

Indemnity

SECTION 6.01. Subject to the provisions of SECTION 10.06 hereof (Waiver of Subrogation), Tenant covenants to

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defend and indemnify Landlord and save Landlord harmless (except for loss or damage resulting from the negligence of Landlord or its agents or employees) from and against any and all claims, actions, damages, liability and expense, including loss of life, personal injury and/or damage to property and reasonable attorneys fees arising from or out of any occurrence, in or upon the Leased Premises and common areas adjacent thereto or caused by Tenant or its agents, contractors, employees, servants, or licensees. Subject to the provisions of SECTION 10.06 hereof (Waiver of Subrogation), Landlord agrees to defend and indemnify Tenant and save Tenant harmless (except for loss or damage resulting from the negligence of Tenant or its agents or employees) from and against any and all claims, actions, damages, liability and expense, including reasonable attorneys' fees, in connection with loss of life, bodily injury and/or damage to property arising from or out of any occurrence, in or about the Common Areas, or caused by the negligence of Landlord or its agents, contractors, employees or servants. If Landlord or Tenant shall, without fault on its part, be made a party to any litigation commenced by or against the other for which litigation the latter party is required to indemnify the former then the latter party shall protect and hold the first harmless and shall pay the costs, expenses and reasonable attorneys' fees incurred or paid by the first in connection with such litigation unless covered by any policy of insurance.

SECTION 6.02. Landlord and Tenant each covenant and agree to pay, and to indemnify each other, as the case may be, against all legal costs and charges, including counsel fees, lawfully and reasonably incurred in obtaining any injunction or other legal remedy or obtaining possession of the Leased Premises or collecting Rent after default of Tenant or upon expiration or earlier termination of the Preliminary Term or the Demised Term, or in enforcing any covenant or agreement of either party herein contained.

ARTICLE SEVEN

Maintenance and Repairs; Landlord's Right of Inspection; Common Area Maintenance; Common Area Expense; Surrender of End of Term

SECTION 7.01. (A) Landlord agrees to keep and maintain in good order and condition, and to repair and replace, as necessary, the roof and roof structure, and the structure and all structural portions of the Leased Premises, including but not limited to the exterior and load-bearing walls, foundation, sprinkler system now or hereafter installed, if any. Landlord shall not be responsible for any glass in the Leased Premises and the so-called store front, whether or not constructed by Landlord, or any condition in the Leased Premises (including the need

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for structural repairs or replacements) caused by the negligence of Tenant, its servants, agents or employees, or due to any alterations made by Tenant.

(B) Notwithstanding SECTION 7.01(A) to the contrary, Landlord also will make all repairs and replacements, interior and exterior, (unless caused by the negligence of Tenant or its agents, servants or employees or if caused by a change of Tenant's use of the Leased Premises), if (i) caused by the shifting or settling of the foundation (including replacement of all plate glass); (ii) requiring structural work or excavation; (iii) caused by the negligence of Landlord, its contractors, servants, agents or employees; or (iv) caused by the failure of Landlord to fulfill its obligations under this Lease.

SECTION 7.02. (A) Tenant agrees that, during the term of this Lease, it will keep and maintain the Demised Premises in good order, condition and repair, and in a clean, attractive and functional condition and in a manner commensurate with the standards maintained by similar sized first class Super Markets in the U.S. The Demised Premises for purposes of this section includes the interior of the Leased Premises the exterior of the Leased Premises and every part thereof used by or serving Tenant as shown on EXHIBIT "B" (parcel "A"), including but not limited to, interior plumbing up to the interior walls of the Leased Premises, interior electrical repairs (excluding transformers and major components of the electrical system), doors and glass, and the heating, ventilating and air conditioning system (the "HVAC System") in all cases including ordinary wear and tear and damage by fire, the elements, casualty or condemnation; but excluding those repairs and replacements for which Landlord is responsible, as herein expressly provided. Tenant shall make all interior and exterior repairs and replacements of any kind and nature and whether structural or non-structural (except as provided in ARTICLE 30 hereof) the need for which is caused by the negligence of Tenant, its servants, agents or employees. Tenant shall have the right to enter into the Common Areas or any adjoining premises to the extent necessary to permit Tenant to perform its obligations hereunder in the most cost-effective manner, provided that Tenant shall use reasonable efforts to minimize interference with the operations of the Shopping Center or other tenants. Tenant shall keep the sidewalks and loading docks in front of and adjacent to the Leased Premises free of trash or obstructions. Tenant shall be responsible for all exterior painting and cleaning of the Demised Premises.

(B) Notwithstanding anything to the contrary contained herein, Landlord agrees to obtain: (1) a one (1) year builder's warranty from Landlord's contractor guaranteeing that Landlord's Work will be free of all

defects and that all apparatus installed shall develop the capacities and characteristics specified in the Plans; (ii) a one (1) year warranty for air conditioning units and piping, electrical connections and automatic controls and a three (3) year warranty for the motor-compressor unit of the HVAC system (from the manufacturer). During the period any of the aforesaid warranties are in effect, Tenant shall look only to these warrantees and not to Landlord. Landlord will not guaranty such warranties so that in the event that the builder (or manufacturer) does not honor its warranty, Tenant shall perform, or cause to be performed, without expense or cost to Landlord, all repairs or replacements caused by any defects in such items

SECTION 7.03. The Tenant shall permit the Landlord and the authorized representatives of the Landlord to enter the Leased Premises at all reasonable times for the purpose of exhibiting or inspecting the same, and in all cases Landlord will take all necessary steps to avoid interference with Tenant's business operation.

Common Area Maintenance

SECTION 7.04. Tenant shall make and pay for all maintenance, replacement and repair necessary to keep the demised premises in a good state of repair and tenantable condition, except for the following maintenance, replacement or repair which shall remain the Landlord's sole responsibility:

(a) all maintenance, replacement and repair to the roof, outer walls and structural portion of the buildings which shall be necessary to maintain the buildings in a safe, dry and tenantable condition and in good order and repair; and

(b) all repairs, maintenance or replacement of or to the utility services to the building and any underground storm sewers, sanitary sewers, water lines or electrical lines under the parking areas, service drives, streets, sidewalks, driveways, entrances; and

(c) all repairs and replacement including resurfacing (exclusive of sweeping and striping) necessary to maintain all driveways, sidewalks, street and parking areas free of all settling, clear of standing water, and in a safe, sightly and serviceable condition, free of chuck holes, fissures and cracks.

Landlord shall contract for sweeping and striping for the parking areas, driveways, sidewalks and streets of the premises and maintain same in a clean, safe, slightly and serviceable condition. The Landlord shall further maintain all landscaped areas.

Tenant shall pay the Landlord its pro-rata share of said costs. Tenant's said share shall be based upon the ratio that the ground floor area of Tenant's building bears to the total gross ground floor area contained in all buildings actually erected on any portion of the land described in Exhibit "A", and depicted on Exhibit "B", excluding Parcel D of Exhibit B which shall be separately maintained by Landlord in a similar condition.

For purposes of this Article, the costs of maintaining the common areas and common facilities shall mean the following: (a) all amounts paid for cleaning and sweeping (which shall be performed as often as necessary but not less than once weekly) and restriping (which shall be done not less than once every two years) of the parking areas, sidewalks and driveways, including snow and ice removal, which shall be performed as often as necessary; (2) maintenance and repair of planted or landscaped areas; (3) maintenance, repair and replacement of bulbs and light standards with respect to the parking lot lighting; (4) operation, maintenance of loop sprinkler system; (5) operation and replacement of emergency generator; (6) exterior security; and (7) wages and salaries of persons directly and actually performing services described herein. The cost of maintaining the common areas and common facilities shall not include real estate taxes, capital expenses, depreciation, permit fees, rubbish removal for other tenants, or other administrative expenses, including overhead.

Landlord shall maintain accurate records with respect to the aforesaid costs and shall submit to Tenant a bill not more often than every thirty (30) days during the term of the lease for the amount required to be paid by Tenant hereunder. Such bill will set forth the items and amounts charged to Tenant in reasonable detail and will reflect the calculations of Tenant's obligation. With such bill, Landlord shall also submit to Tenant copies of paid receipts to support each said item and amount. Tenant shall pay such amounts within thirty (30) days after receipt of Landlord's billing therefor.

Tenant may, upon seven (7) days notice, have Landlord's records of common area expenditures for the previous twelve (12) month period audited by Tenant's accountant; should such audit disclose any overpayment by Tenant, Landlord shall remit said overpayment upon demand.

Notwithstanding anything contained herein to the contrary, Tenant reserves the right, for any reason whatsoever, at any time upon thirty (3) days prior written notice to Landlord to assume the duties of Landlord to maintain the common areas located within Parcel A of Exhibit

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"B". If Tenant shall elect to maintain the common areas located within Parcel A of Exhibit "B", then, and in such event, Tenant shall not during such period be required to make any contributions to the common area costs as hereinabove defined, however, Landlord shall maintain the remaining portions of the common area described in Exhibit "A".

With respect to parking lot illumination, Landlord shall, at Landlord's sole cost and expense, have that portion of the common facilities lighting standards located within the land described in Parcel A of Exhibit "B" metered directly into Tenant's meter and Tenant shall be responsible for the cost of supplying electricity thereto. The balance of the common facilities lighting standards shall be metered into the meters of Landlord's other tenants as depicted on Exhibit "B" or into Landlord's own meter and Landlord's other tenants or Landlord shall be responsible for the cost of supplying electricity thereto.

In the event buildings or improvements constituting the demised premises or a portion thereof shall be rendered unusable due to Landlord's default or negligence with respect to required repairs, there shall be a just and equitable abatement of said annual minimum rental and all other charges payable under this lease until said premises shall be made usable. Emergency repairs which shall be Landlord's responsibility hereunder, and which shall be necessary to protect the buildings or contents and/or to keep the common areas in a neat, clean, safe and orderly condition may be made by Tenant without notice to Landlord, and the cost of such repairs not to exceed Five Thousand Dollars (\$5,000.00) in any one instance, may be deducted by Tenant from rentals subsequently accruing hereunder if Landlord does not reimburse Tenant upon the substantiation of said expenses within fifteen (15) days after receipt by Landlord.

SECTION 7.05 TO 7.06 Omitted

SECTION 7.07. Tenant's employees, concessionaires and agents may be required by Landlord to park in an area designated by Landlord in the Shopping Center, provided said area is reasonably accessible to the Leased Premises and such requirement is uniformly applied to all tenants of the Shopping Center. Tenant shall upon request use reasonable efforts to furnish to Landlord the license numbers of the cars operated by Tenant and its concessionaires, agents and employees. If Tenant's employees park in the public parking areas of the center, than Tenant shall be billed for this parking on a per car per day basis and will pay Landlord for said parking of Tenant's employees.

SECTION 7.08. Landlord may, upon reasonable notice to Tenant, close any portion of the Common Areas for up to twenty-four (24) hours to prevent the acquisition of public rights in such area, provided, however, that Landlord shall utilize its best efforts to minimize any interference with Tenant's business caused by such closing, and may close portions for period of time necessary to make repairs or replacements.

SECTION 7.09 OMITTED

SECTION 7.10. During the Demised Term, Landlord agrees that:

(A) Landlord shall not substantially change or permit the substantial change in the location or configuration of the parking areas on the Shopping Center from that shown on the Site Plan, except by building in the Building Areas, and each parking stall contained therein shall not be smaller than required by law, and in no event shall the parking ratio of the Shopping Center and adjacent land be less than 2.5 parking spaces per 1,000 square feet of Floor Area which is leasable for retail space (on the first day of the month in question, as adjusted from time to time) inside all the buildings in the Shopping Center. Neither Tenant nor Landlord shall store trailers or construct facilities that would decrease the parking as depicted in front of the Supermarket site as set forth on exhibit B. *Tenant shall have not less than 150 parking spaces in front of his store.*

(B) Landlord agrees that it will not impose any parking charges, by meter or otherwise, for the use of the parking areas of the Shopping Center by the public.

Common Area Expense Contribution

SECTION 7.11. To the extent that SECTION 7.04 is in conflict with the provisions of this section, the Section 7.04 shall control. From and after the Rent Commencement Date, Tenant shall pay to Landlord as Additional Rent a full pro rata share of the "Common Area Expense", as hereinafter defined, paid or incurred by Landlord (or its designee) in maintaining the Common Areas in the manner hereinafter provided (Tenant's "Common Area Expense Contribution"). Tenant's Common Area Expense Contribution shall be arrived at by multiplying the Common Area Expense for the Shopping Center by a fraction, the numerator of which is the number of square feet of the Floor Area of the Store and the denominator of which fraction is the aggregate number of square feet of the entire Floor Area (excepting mezzanine space used for non-sales area) of both the Store and all the leasable floor area of the other buildings then located in the Shopping Center.

For the purposes of this Lease, the term "Common Area Expense" shall mean all amounts paid or incurred by Landlord to operate, maintain, repair and replace the Common Areas and Common Area Facilities pursuant to SECTIONS 7.04 through 7.10 hereof, inclusive, but not limited to, cleaning, lighting, repairing, repaving, restriping of parking areas, replanting and replacing landscaping; water and sewerage charges related to the Common Areas; premiums for liability insurance pursuant to Section 10.01(A) and 10.01(C), workmens compensation and other customary insurance related to the Common Areas; wages and salaries (including employee benefits and unemployment and social security taxes) of any staff performing services in connection with the Common Areas, including, without limitation, security guard costs (adjusted equitably according to the proportion of time of such staff spent in performing services in connection with the Common Areas and excluding personnel such as secretaries and accountants, the cost of work done at Landlord's home office); personal property, sales and use taxes on material, equipment, supplies and services purchased to operate and maintain the Common Areas; fees for required licenses and permits for the continuing operation of the Common Areas; and including, except as limited below, the cost of any repairs or replacements which would be considered capital expenditures under generally accepted accounting principles; other similar direct costs incurred by Landlord and properly directly chargeable to the operation and maintenance of the Common Areas.

In addition, Tenant will pay an annual administrative charge equal to fifteen percent (15%) of such Common Area Expense (regardless of the amount actually expended). In addition tenant shall pay any dues or membership fees for a merchants or other association of tenants of the Shopping Center, and shall be required to join any such merchants' or tenants' association, and pay any contributions to a marketing fund, and be required to contribute to a marketing fund,

Common Area Expense shall not include replacements or improvements of a capital nature incurred during the last three (3) years of the Lease Term (unless Tenant shall exercise an extension option pursuant to Section 1.03 within such three year period in which event Tenant's Share of the cost of such capital improvement shall be payable upon exercise of such extension option) except those amortized over useful life, (iii) repairs or replacements necessitated by the negligence or willful action of Landlord, (iv) amounts paid to entities related to Landlord for goods, services or repairs made to the Common Areas to the extent the amount so paid is higher than it would have been absent such affiliation, (v) amounts reimbursable to Landlord from insurance proceeds or by any other tenant of the Shopping Center otherwise than pursuant to a Common Area Expense

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provision, in that other tenant's lease, (vi) depreciation, debt service or ground or underlying rentals or license fees, (vii) the cost of remodeling the storefronts or fascia of any of the buildings in the Shopping Center, and (viii).

For purposes of the first full Lease Year, Tenant's Common Area Expense Contribution shall be deemed to be \$5,200 per month, subject to adjustment after the end of the first Lease Year as hereinafter provided. For the second Lease Year and for each subsequent Lease Year, Tenant's Common Area Expense Contribution shall be initially paid during that Lease Year at the rate of 110% of Tenant's Common Area Expense Contribution determined to have been payable with respect to the preceding Lease Year (exclusive of extraordinary non-recurring expenses), and Tenant shall, without demand, pay Landlord one twelfth (1/12th) of such amount in advance the first day of each calendar month during such second Lease Year and each succeeding Lease Year. Within sixty (60) days after the end of the first Lease Year, and each subsequent Lease Year, Landlord shall furnish Tenant with a statement in reasonable detail of the actual Common Area Expense for the prior Lease Year prepared in accordance with sound accounting practices consistently applied by Landlord and certified by Landlord, together with such reasonable documentation thereof as Tenant may request. Within thirty (30) days of receipt thereof, there shall be an adjustment between Landlord and Tenant payable to, repaying by, Landlord, as the case may be, to the end that Landlord shall receive the entire actual amount of Tenant's Share of annual Common Area Expense for such Lease Year. Landlord shall maintain accurate records for a period of two (2) years after the end of each Lease Year, and shall permit Tenant to examine Landlord's books, records, contracts and receipts evidencing such charges and make copies thereof, all on reasonable notice during regular business hours. If any such examination shall disclose an overpayment in the payment by Tenant of Tenant's Common Area Expense Contribution, Landlord shall refund such overpayment to Tenant upon demand with interest thereon at the Lease Interest Rate. In the event such repayment is not made within ten (10) days of Tenant's demand therefor, Tenant may, upon ten (10) days notice to each mortgagee that Tenant has been advised of, deduct such amount with interest thereon from Common Area Maintenance Expense Contributions thereafter due hereunder.

SECTION 7.11. Tenant shall surrender the Leased Premises at the expiration or earlier termination of the Preliminary Term or Demised Term (as the case may be), together with Tenant's Alterations made by Tenant, other than trade fixtures, in good order and condition, reasonable wear and tear excepted, except for damage due to casualty or condemnation.

ARTICLE EIGHT

Mechanics Liens

SECTION 8.01. Tenant shall not suffer or permit any liens to stand against the Leased Premises or any part thereof by reason of any work, labor, services or materials done for, or supplied, or claimed to have been done for or supplied to Tenant or anyone holding the Leased Premises or any part thereof through or under Tenant. If such lien shall at any time be filed against the Leased Premises, Tenant shall cause the same to be discharged of record within thirty (30) days after the date of filing the same, by either payment, deposit or bond. If Tenant shall fail to discharge any such lien within such period, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, procure the discharge of the same either by paying the amount claimed to be due by deposit in court or bonding, and/or Landlord shall be entitled, if Landlord so elects, to compel the prosecution of an action for the foreclosure of such lien by the lienor and to pay the amount of the judgment, if any, in favor of the lienor with interest, costs and allowances. Any amount paid or deposited by Landlord for any of the aforesaid purposes, and all legal and other expenses of Landlord, including counsel fees, in defending any such action or in or about procuring the discharge of such lien, with all necessary disbursements in connection therewith, together with interest thereon at the Lease Interest Rate from the date of payment or deposit, shall become due and payable forthwith by Tenant to Landlord, or, at the option of Landlord, shall be payable by Tenant to Landlord as Additional Rent, as provided in ARTICLE TWELVE hereof.

SECTION 8.02. Nothing in this Lease shall be deemed to be, or construed in any way as constituting, the consent or request of Landlord, expressed or implied, by inference or otherwise, to any person, firm or corporation for the performance of any labor or the furnishing of any materials for any construction, rebuilding, alteration or repair of or to the to the Leased Premises or any part thereof, or as giving Tenant any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials, which might in any way give rise to the right to file any lien against Landlord's interest in the Leased Premises. The Landlord shall have the right to post and keep posted at all reasonable times on the Leased Premises any notices which Landlord shall be required so to post for the protection of Landlord and the Leased Premises from any such lien.

ARTICLE NINE

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Alterations

SECTION 9.01. During the Demised Term, Tenant shall not have the right to make changes, alterations or additions ("Alterations") to the Store excepting Alterations that are made which, after completion, would not (i) materially and adversely affect the structural integrity of the Store, (ii) change the exterior dimensions or height of the Store, (iii) materially decrease the value of the Store, (iv) change the exterior appearance of the Store, (v) increase or conflict with governmental requirements (unless required by governmental authorities), or (vi) affect the roof, without Landlord's prior written approval, which approval shall not be unreasonably withheld or delayed (except such reasonableness standard shall not apply to any proposed increases in the size or height of the Store, which consent Landlord may withhold in its sole discretion). Notwithstanding the foregoing, Tenant shall not have the right to change the external appearance of the Store to that of Plaza Extra's then prototypical store without first obtaining Landlord's consent, even though items "(i)", "(ii)", "(iii)" and "(v)" above are complied with by Tenant.

Any Alterations that Tenant has a right to make, and any Alterations that Landlord has approved, shall be made at Tenant's sole cost and expense, and in making any such Alterations, Tenant shall comply with the following conditions:

(a) No alterations shall be undertaken until Tenant shall have procured and paid for, so far as the same may be required, all necessary Permits and authorizations of all municipal departments and governmental subdivisions having jurisdiction. Landlord shall join in the application for such Permits or authorizations upon request of Tenant if necessary provided Landlord is promptly reimbursed for any filing or other fees incurred.

(b) Any structural Alterations shall be performed under the supervision of an architect and/or engineer selected by Tenant. No structural Alterations shall be made except in accordance with plans and specifications prepared by a licensed architect and/or engineer.

(c) Before commencing any Alterations, Tenant shall provide any necessary and appropriate riders for fire and extended coverage, and comprehensive general public liability and property damage insurance, covering the risks during the course of such Work.

(d) Any Alterations shall be made with reasonable diligence (unavoidable delays excepted), in a good and workmanlike manner and in compliance with all applicable

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permits, authorizations, building codes, zoning laws, and all other laws, ordinances, orders, rules, regulations and requirements of all governmental departments having jurisdiction, and upon completion Tenant shall obtain and deliver to Landlord any necessary amendment to the Certificate of Occupancy.

(e) The cost of any Alterations shall be promptly paid so that the fee estate in the Leased Premises and Shopping Center at all times shall be free of liens for labor and materials supplied or claimed to have been supplied to the Leased Premises. If any lien shall be filed with respect to the Leased Premises or Shopping Center as a result of work performed by or on behalf of Tenant (except work performed by Landlord), Tenant shall cause such lien to be removed or bonded within thirty (30) days of notice by Landlord.

SECTION 9.02. All such Alterations made by the Tenant which shall remain upon and be surrendered with the Leased Premises at the expiration or other termination of this Lease shall be deemed part of the realty.

ARTICLE TEN

Insurance and Damage

SECTION 10.1. (A) Tenant, at its sole cost and expense, shall procure and maintain insurance covering fire and such other risks as are from time to time included in standard extended coverage endorsements and special broad form coverages, insuring in an amount after completion of construction of not less than one hundred percent (100%) of the full replacement cost (excluding foundation and excavation costs and costs of underground flues, pipes and drains) of the permanent improvements and betterments installed by Landlord (other than Tenant's personalty, trade fixtures and equipment) in or on the Demised Premises and the Shopping Center.

(B) Tenant shall carry fire and extended coverage insurance on its personalty, trade fixtures and equipment in the amount of not less than eighty percent (80%) of the full replacement cost thereof.

(C) Landlord shall, during the term hereof, carry public liability insurance in an amount of Three Million and 00/100 Dollars (\$3,000,000.00) combined single limit for injury or loss of life and for property damage, occurring in or upon the Shopping Center.

(D) Tenant shall, during the term hereof, carry public liability insurance in an amount of One Million and 00/100 Dollars (\$1,000,000.00) combined single limit for injury or

loss of life and for property damage, occurring in or upon the Leased Premises.

(E) The amounts of the limits of the liability insurance required to be carried by the parties shall be adjusted in the event it shall be customary (due to inflation or any other relevant factors) for prudent property owners to carry higher protective limits. In the event that the Landlord and the Tenant shall be unable to agree upon the amount of such increase in the liability insurance to be so maintained by the parties, then such disagreement shall be determined by arbitration in the manner hereinafter provided in SECTION 24.01 hereof.

SECTION 10.02. All insurance provided for in this Article shall be effected under policies issued by insurers, which are licensed to do business in the U. S. Virgin Islands and are acceptably rated by national rating organizations. Upon the Tenant first taking possession of the Leased Premises, and thereafter prior to the expiration dates of the expiring policies theretofore furnished pursuant to this Article, the parties shall provide certificates of the policies to each other.

SECTION 10.03. All policies of insurance provided for under this Article shall name Landlord, Tenant and any Landlord's Mortgagees (as hereinafter defined) as insureds as their interests may appear with a mortgagee clause, subject in all respects to the terms of this Lease with respect to the disbursement of proceeds, except that it is not required that Tenant be named on Landlord's insurance policies pursuant to Section 10.01(A) above. All such policies shall provide that any loss shall be payable in accordance with the provisions of and for the purposes set forth in this Article. Each such policy shall contain (if obtainable) a provision that no act or omission of Tenant shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained and agreement by the insurer that such policy shall not be cancelled without at least twenty (20) days prior written notice to Landlord and the first Landlord's Mortgagee.

SECTION 10.04. Landlord and Tenant shall conform to the conditions and provisions of the policies provided for in Section 10.01 and shall comply with the reasonable and customary requirements of the companies writing such policies pertinent to the conduct of Tenant's business in the Leased Premises or to Landlord's maintenance of the Common Areas, respectively. Either party may contest any provisions thereof, and the other party shall cooperate in such party's efforts in connection therewith, but not in any event or manner which would result in the cancellation of such policy.

SECTION 10.05. Any insurance provided for in this Article may be effected by a policy or policies of blanket insurance, or under so-called "all risk" or "multiperil" insurance policies provided that the amount of the total insurance allocated to the Leased Premises shall be such as to furnish insurance protection having the coverage herein required. An increased coverage or "umbrella policy" may be provided and utilized by Tenant to increase the coverage provided by individual or blanket policies in lower amounts and the aggregate liabilities. It shall not be necessary to deliver the original of any such blanket policy to the Landlord, but Landlord and any mortgagees shall be furnished with certificates of such policy and the named insureds.

SECTION 10.06. Landlord and Tenant each hereby release the other from liability for damage or destruction to Tenant's property (in the case of Tenant) or to the buildings and improvements constituting the Shopping Center (in the case of Landlord), whether or not caused by acts or omissions of the other party; provided, however, such release shall be in force and effect only in respect of damage or destruction covered by standard policies of fire insurance with extended coverage (whether or not such coverage is in effect). Landlord and Tenant shall each cause their respective fire insurance policies to contain a provision whereby the insurer waives any rights of subrogation against the other party as the insured has released the other party in writing hereby prior to the occurrence of any loss, provided such provision is obtainable.

SECTION 10.07. If, at any time the Store or any other part of the Leased Premises shall be damaged or destroyed by fire or other casualty of any kind or nature, ordinary or extraordinary, foreseen or unforeseen, Tenant shall proceed with due diligence (subject to reasonable time allowance to adjust the insurance loss, to obtain necessary permits and for unavoidable delays) to repair, replace or rebuild the Store as nearly as possible to its condition and character as of the commencement date, whether or not insurance was in effect or whether or not the proceeds thereof are sufficient.

SECTION 10.08. All insurance proceeds payable and received at any time, or from time to time, as a result of casualty to the Leased Premises shall be payable in trust for the repair, restoration and rebuilding, except as otherwise expressly provided herein.

In the event of a casualty in which the proceeds of the insurance award do not exceed \$250,000, such proceeds shall be payable directly to Landlord, in trust, to be applied for the Restoration Work.

In the event that the insurance proceeds of any casualty allocated exceed the sum of \$250,000, such proceeds shall be deposited in a bank or banks mutually agreeable to Landlord and Tenant, and any Landlord's Mortgagees (as hereinafter defined), in trust, for the purpose of the Restoration Work. In the event that such a Landlord's Mortgagee is a bank doing business within the U. S. Virgin Islands, said proceeds shall be deposited with such mortgagee. Said proceeds shall be deposited in the name of the Landlord, and any first fee mortgagee and shall be disbursed from such account from time to time in progress payments proportionate to the percentage of completion of the Restoration Work and on terms as may be customary for advances under institutionally financed mortgaged building loans, without retainage provisions. ~~Any excess proceeds shall be retained by the Landlord.~~ *File 10-29-91*

Tenant shall cooperate fully with Landlord in order to obtain the largest possible recovery and execute any and all consents and other instruments and take all other actions necessary or desirable in order to effectuate the same and to cause such proceeds to be paid as hereinbefore provided and neither Tenant nor Landlord shall carry any insurance concurrent in coverage and contributing in the event of loss with any insurance required to be furnished by Landlord hereunder if the effect of such separate insurance would be to reduce the protection or the payment to be made under Landlord's insurance policy.

SECTION 10.09. If: (i) the Store shall be substantially damaged or destroyed in whole or in part in excess of 33-1/3% of the replacement cost of the Store by fire or other casualty at any time during the last thirty six (36) months of the Demised Term or during any Renewal Period or (ii) if the buildings on the Shopping Center shall be substantially damaged or destroyed in whole or in part in excess of fifty percent (50%) of the replacement cost thereof at any time during the Demised Term:

(a) Landlord or Tenant may elect to terminate this Lease by serving upon the other party at any time within sixty (60) days after the date on which such damage or destruction occurred, written notice of such party's election to so terminate effective at the end of the calendar month next following the month in which such notice shall have been so given. Tenant shall pay to Landlord, concurrently with the service of such notice, (i) an amount equal to the Fixed Rent and the then ascertainable Additional Rent to the date of such casualty and (ii) all other charges payable under this Lease to the date of such casualty.

(b) With respect to any items of Additional Rent or other charges which are payable to Landlord in the event of

such termination but which are not then capable of ascertainment, Tenant covenants and agrees to pay to Landlord an amount equal to such Additional Rent and other charges as and when the same becomes determined, or in case any such item of Additional Rent shall relate to Real Estate Taxes, Tenant covenants and agrees to pay Landlord the amount or amounts thereof as and when the same become due and payable. If, as a result of any action or proceeding to obtain a reduction of Real Estate Taxes, Tenant shall be entitled to a refund, the amount of such refund (less the cost and expense of collection including reasonable attorneys' fees) when collected by Landlord shall be paid by Landlord to Tenant. The covenants and agreements with respect to the adjustment and payment of these items of Additional Rent and other charges shall survive the then termination of this Lease.

SECTION 10.10. In the event that any casualty, or the resulting repairing or rebuilding renders the Leased Premises wholly or partly untenable, there shall be a proportionate abatement or suspension of only the Additional Rent due under this Lease. The fixed rent will continue to accrue and be paid.

ARTICLE ELEVEN

Eminent Domain

SECTION 11.01. If the Leased Premises shall be taken for any public or quasi-public use under any statute or by right of eminent domain or by private purchase in lieu thereof (a "taking") by the government after institution of condemnation proceedings, and such taking shall relate to all or substantially all of the Leased Premises then this Lease shall automatically terminate as of the date that possession has been taken.

SECTION 11.02. (a) In the event that title to less than substantially all of the Leased Premises shall be so taken, Tenant may elect to terminate this Lease if, by reason of the taking, the aggregate floor area of the Store shall be reduced to less than ninety percent (90%).

(b) In the event of a taking of so much of the parking areas as would reduce the available parking area to an area which does not contain at least eighty percent (80%) of the parking spaces shown on the Site Plan or which reduces the parking rates below four spaces for each 1,000 square feet of Floor Area, Tenant may elect to terminate this Lease.

(c) In the event of a taking of the major roadways lying adjacent to the Shopping Center providing direct access to the Shopping Center, and/or of the means of ingress and egress to and from the Shopping Center (such

that adequate, in Tenant's reasonable opinion, ingress and egress is no longer available), Tenant may elect to terminate this Lease unless Landlord is able to provide reasonably satisfactory substitutes thereof.

(d) In the event of a taking of more than fifty percent (50%) of the buildings on the Shopping Center, (other than Tenant's Store), either Landlord or Tenant may elect to terminate the Lease.

In the event that Tenant elects by reason of the events set forth in foregoing "(a)", "(b)", "(c)" or "(d)" to terminate this Lease, Tenant shall give written notice of such election on or prior to the date, which is sixty (60) days after the date of such taking, and, upon the giving of such notice of termination, the term of this Lease shall expire and come to an end as of the last day of the calendar month in which such notice of termination, is given. In the event that such notice of termination shall become effective, the term shall expire as indicated with the same force and effect as if the date herein set forth for its expiration had been the date originally fixed in this Lease as the expiration date of the term of this Lease. Upon such termination, the Rent shall be adjusted to the date of such taking and neither party shall have any further rights or liabilities hereunder.

SECTION 11.03. The entire award, settlement or payment (collectively, the "award") resulting from a total taking or a partial taking which results in a termination of this Lease (including the net proceeds of the sale of any portion of the Demised Premises that is not taken and any award to compensate for severance damage suffered by the same) shall be paid to Landlord. Tenant shall, however, be entitled to file a separate claim in the condemnation proceedings for such awards as may be allowed for trade fixtures, moving expenses, loss of business, loss of "good will", depreciation or injury to and cost of removal of stock in trade, equipment, furniture and furnishings, but only if such awards shall be made by the condemnation court separately and in addition to, and shall not result in a reduction of, the award made by it to Landlord for the Leased Premises which were so taken.

SECTION 11.04. If the use or occupancy of the Leased Premises or any part thereof shall be temporarily requisitioned by any governmental authority (a "temporary taking"), this Lease shall nonetheless continue in full force and effect. In the event of a temporary taking, Tenant shall receive the entire award resulting therefrom, and Tenant shall continue to pay the Fixed Rent, all items of Additional Rent and any other sums due hereunder, without abatement.

SECTION 11.05. In the event of a partial taking which does not result in a termination of this Lease, Landlord shall proceed with reasonable diligence, and regardless of the availability or adequacy of any award for such partial taking, and at its sole cost and expense to restore, repair or rebuild the Leased Premises as nearly as possible to the condition, quality and class the same were in immediately prior to such partial taking. In such event, the Fixed Rent and all Additional Rent required to be paid hereunder shall be reduced as of the date when possession of the Leased Premises shall be required by the appropriating or condemning authority, by a proportionate amount equal to the proportion that the area of the part so taken bears to the total area of the Leased Premises.

ARTICLE TWELVE

Insolvency

SECTION 12.01. This is a lease of real property in a S.C. within the meaning of Subsection 365(b)(3) of the Bankruptcy Code, 11 U.S.C., Section 101, et. seq. If proceedings in bankruptcy shall be instituted by, or against, Tenant, and result in an adjudication of bankruptcy or insolvency, or if Tenant or any creditor or other person shall file, any Petition in Bankruptcy under the Bankruptcy Act of the United States of America which shall be judicially approved, or if a receiver of the business or assets of the Tenant shall be appointed and such filing or appointment is not vacated or withdrawn within ninety (90) days thereafter, or if a general assignment is made by Tenant for the benefit of creditors, or any sheriff, marshall, constable or other duly constitute public official takes possession of the Leased Premises by authority of any attachment or execution proceedings and offers the same for sale publicly, Landlord may, at its option in such event, on ninety (90) days written notice to Tenant, if such action is not vacated or withdrawn, terminate this Lease pursuant to process of law.

ARTICLE THIRTEEN

Conditional Limitation - Default Provisions

SECTION 13.01. If Tenant shall fail to pay any part of the Fixed Rent, Percentage Rent, or any additional Rent herein provided for or any other charges required by it to be paid to Landlord, for a period of ten (10) days after written notice thereof by Landlord to Tenant; or if default should be made in any of the other covenants or conditions on Tenant's part herein contained and such default is not cured within thirty (30) days after written notice by Landlord to Tenant thereof (or if said default cannot be cured within thirty (30) days, then, if Tenant does not

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commence within said thirty day period to attempt to cure said default and thereafter proceed with due diligence with the curing of the same) such circumstances after the passage of any such applicable curative period, shall constitute a "default" under this Lease.

In the event of a default under SECTION 13.01 of this Lease, Landlord may at its option, on five (5) business days, written notice to Tenant, terminate this Lease (if said default is not cured or commenced to be cured during such five-day period), and Landlord may reenter the Leased Premises as its own estate, or Landlord may relet the Leased Premises in whole or in part altering, changing or subdividing the same as in its reasonable judgment may accomplish the best results ~~(with or without terminating this lease)~~ at such rental reasonably approximating a fair market rental and upon such terms and for such length of time, whether less or greater than the unexpired portion of the Preliminary Term and the Demised Term, as Landlord may reasonably provide, and notwithstanding any such termination of this Lease, Tenant shall be liable unto Landlord for any deficiency between Rent provided hereunder and the rentals collected by Landlord for the period of said reletting and/or vacancy, not exceeding the balance of the Preliminary Term and the Demised Term, after deducting therefrom the reasonable cost of such reletting, including reasonable costs for brokerage fees, attorneys fees, and reasonable costs of restoration of the Leased Premises to make them suitable for reletting, and Landlord may monthly, or at such greater intervals as it may see fit, institute action to exact payment of said deficiency. Should this Lease not initially be terminated Landlord may, at any time thereafter, provided the default shall be continuing, elect to terminate it. In the event of termination of this Lease, Landlord shall be immediately entitled to recover from Tenant the worth at the time of any such termination of the excess, if any, of an amount equivalent to Rent and Additional Rent for the balance of the Lease Term over the then reasonable rental value of the Leased Premises for said period, both such amounts being discounted to their then present value at the rate of eight percent (8%) per annum.

~~Notwithstanding the foregoing, Landlord shall be under no obligation to use its efforts to relet the Leased Premises.~~

In any action to exercise its rights and remedies hereunder, Landlord, if successful on the merits of such action, shall be entitled to recover its reasonable attorneys fees incurred in connection with such exercise.

SECTION 13.02. Subject to the provisions of SECTION 13.03 of this Lease, if Tenant shall default in the observance or performance of any term or covenant on

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Tenant's part to be observed or performed under or by virtue of any of the terms or provisions of this Lease other than the obligation to pay Rent hereunder, Landlord may remedy such default for the account of Tenant immediately and without notice in case of emergency, or in any other case after Landlord shall have notified Tenant in writing of such default and the applicable grace period for curing such default shall have expired without Tenant having taken steps to remedy such default. If Landlord makes any expenditures or incurs any obligations for the payment of money in connection therewith, including, but not limited to, attorneys' fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the Lease Interest Rate, shall be deemed to be additional rent hereunder and shall be paid by Tenant to Landlord within five (5) days of rendition of a bill to Tenant therefor, accompanied by receipts for all work performed.

SECTION 13.03. In the event of a bona fide dispute between Tenant and Landlord as to the obligations imposed upon or the rights conferred upon either party by this lease or as to the performance of and such obligations, other than any dispute relating to the payment of the Rent hereunder, either party may, on ten (10) business days written notice to the other party setting forth a statement of the basis of such dispute elect to resolve such dispute pursuant to the procedures hereinafter set forth in this SECTION 13.03. In the event that such dispute relates to anything involving also the payment of money, the notice of dispute, to be valid, shall be accompanied by payment of the sum alleged to be due. Such payment shall not in any manner preclude the party making such payment from disputing the other party's right to all or any portion thereof. If the notice of default relates to a matter which would subject Landlord's estate to fine, penalty or forfeiture, the notice of dispute shall be accompanied by payment of a sum sufficient or other agreement to indemnify Landlord against the loss which would be sustained by Landlord as a result of the non-payment or non-performance by Tenant to which the notice relates. Such dispute may be litigated pursuant to the provisions of any simplified procedure for court determination of disputes applicable under the laws of the U. S. Virgin Islands or with the agreement of both parties submitted to arbitration. In the event of the exercise of the dispute provisions, the time within which to cure any claimed default as to which a dispute has been raised will be extended to a date which is ten (10) days following the final determination of the court or forum or, in the event that the dispute is resolved before any such determination, within ten (10) days of the judgment, settlement or other resolution of the dispute, provided however that if such dispute involves a condition which might subject either party to any fine, penalty or prosecution for a crime, such party may remedy such

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condition, in which event the question for resolution shall be who bears the cost of such remedy.

SECTION 13.04. The Tenant, for itself and any and all persons claiming through or under the Tenant, including its creditors, upon the termination of this Lease and of the Demised Term in accordance with the terms hereof, or in the event of entry of judgment for the recovery of the possession of the Leased Premises in any action or proceeding, or if the Landlord shall enter the Leased Premises by process of law or otherwise, hereby waives any right of redemption provided for Permitted by any statute, law or decision now or hereafter in force, and does hereby waive, surrender and give up all rights or privileges which it or they may or might have under and by reason of any present or future law or decision, to redeem the Leased Premises or for a continuation of this Lease for the term hereby demised after having been dispossessed or ejected therefrom by process of law, or otherwise. ~~The Tenant waives all right to trial by jury in any summary or other judicial proceedings hereafter instituted by the landlord against the Tenant in respect to the Leased Premises.~~

ARTICLE FOURTEEN

Cumulative Remedies - Waiver - Oral Change

SECTION 14.01. Every term, condition, agreement or provision contained in this Lease shall be deemed to be also a covenant.

SECTION 14.02. The specified remedies to which the Landlord may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which the Landlord may be lawfully entitled in case of any breach or threatened breach by the Tenant of any provision of this Lease.

SECTION 14.03. The failure of the Landlord to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, provisions or agreements of this Lease or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future of any such term, covenant, condition, provision, agreement or option. A receipt and acceptance by the Landlord of rent or any other payment, or the acceptance of performance of anything required by this Lease to be performed, with knowledge of the breach of any term, covenant, condition, provision or agreement of this Lease, shall not be deemed a waiver of such breach, nor shall any such acceptance of rent in a lesser amount than is herein provided for (regardless of any endorsement on any check, or any statement in any letter accompanying any

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payment of rent) operate or be construed either as an accord and satisfaction or in any manner other than as a payment on account of the earliest rent then unpaid by the Tenant, and no waiver by the Landlord of any term, covenant, condition, provision or agreement of this Lease shall be deemed to have been made unless expressly in writing and signed by the Landlord.

SECTION 14.04. In addition to the other remedies in this Lease provided, and anything contained in ARTICLE TWENTY-FOUR hereof to the contrary notwithstanding, Landlord shall be entitled to the restraint by injunction of any violation or attempted or threatened violation, of any of the terms, covenants, conditions, provisions or agreements of this Lease.

SECTION 14.05. This Lease shall not be affected by any laws, ordinances or regulations, whether federal, state, county, city, municipal or otherwise, which may be enacted or become effective from and after the date of this Lease affecting or regulating or attempting to affect or regulate the Rent herein reserved or continuing in occupancy Tenant or any sublessees or assigns of Tenant's interest in the Leased Premises beyond the dates of termination of their respective leases, or otherwise.

SECTION 14.06. This Lease may not be changed orally, but only by agreement in writing signed by the party against whom enforcement of the change, modification or discharge is sought or by its agent.

ARTICLE FIFTEEN

Quiet Enjoyment

SECTION 15.01. The Landlord covenants and agrees that the Tenant shall and may peaceably hold and enjoy the said Leased Premises during the term hereof, without any let, interruption or disturbance from the Landlord, subject, however, to the terms of this Lease. This covenant shall be construed as running with the land to and against subsequent owners and successors in interest, and is not, nor shall it operate or be construed as, a personal covenant of the Landlord, except to the extent of the Landlord's interest in said Leased Premises and only so long as such interest shall continue, and thereafter this covenant shall be binding only upon such subsequent owners and successors in interest, to the extent of their respective interests, as and when they shall acquire the same, and only so long as they shall retain such interest.

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ARTICLE SIXTEEN


Right To Perform Other's Covenants


SECTION 16.01. The Tenant covenants and agrees that if it shall at any time fail to pay any Tax pursuant to the provisions of ARTICLE THREE hereof, or to take out, pay for, maintain or deliver any of the insurance policies provided for in ARTICLE TEN hereof, or shall fail to make any other payment or perform any other act which the Tenant is obligated to make or perform under this Lease, then the Landlord may, but shall not be obligated so to do, after ten (10) business days notice to and demand upon the Tenant and without waiving, or releasing the Tenant from, any obligations of the Tenant in this Lease contained, pay any such Tax, effect any such insurance coverage and pay premiums therefor, and may make any other payment or perform any other act which the Tenant is obligated to perform under this Lease, in such manner and to such extent as shall be necessary and, in exercising any such rights, pay the necessary and incidental costs and expenses, employ counsel and incur and pay reasonable attorneys' fees. All sums so paid by the Landlord and all necessary and incidental costs and expenses in connection with the performance of any such act by the Landlord, together with interest thereon at the Lease Interest Rate from the date of the making of such expenditure by the Landlord, together with interest thereon at the Lease Interest Rate from the date of the making of such expenditure by the Landlord, shall be deemed additional rent hereunder and, except as otherwise in this Lease expressly provided, shall be payable to the Landlord on demand or at the option of the Landlord may be added to any rent then due or thereafter becoming due under this Lease, and the Tenant covenants to pay any such sum or sums with interest as aforesaid and the Landlord shall have (in addition to any other right or remedy of the Landlord) the same rights and remedies in the event of the non-payment thereof by the Tenant as in the case of default by the Tenant in the payment of the rent.

ARTICLE SEVENTEEN

Assignments and Subletting

SECTION 17.01. During the Demised Term Tenant may not, without first obtaining Landlord's consent, which Landlord agrees shall not be unreasonably withheld or delayed (but subject to the provisions of SECTION 17.02), assign this Lease in its entirety or sublet all or part or parts of the Leased Premises. Any permitted (or consented to) assignment or subletting shall be subject, in all respects, to the following conditions:


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(a) Tenant shall remain primarily liable under this Lease;

(b) Any assignee of this Lease for the entire Leased Premises shall assume in writing the obligations of Tenant under the Lease;

(c) A copy of the effective instrument of assignment (and assumption, if applicable) or instrument of sublease shall be delivered to Landlord either prior to or immediately subsequent to the date of the subject assignment or subletting;

(d) Tenant shall not be in default in any material provision hereunder beyond the applicable notice and grace period at the time of any such assignment or subletting;

(e) All of the terms, provisions and conditions contained in this Lease (including without limitation, the permitted uses in SECTION 4.01) shall be binding on any assignee or sublessee.

SECTION 17.02. Except in the case of an assignment or subletting provided for in SECTION 17.03 hereof, Tenant upon obtaining a proposed assignment or sublease on acceptable terms (including but not limited to the terms set forth in SECTION 17.01), shall submit to Landlord in writing;

- (a) the name of the proposed assignee or subtenant;
 - (b) the terms of the proposed assignment or sublease;
- and
- (c) the proposed assignment or sublease documents.

SECTION 17.03. Notwithstanding anything to the contrary contained herein, Tenant shall have the right to assign this Lease or sublet the Leased Premises, without Landlord's consent, to a parent or subsidiary or affiliated corporation of Tenant (i.e., a corporation controlled by or controlling Tenant by a majority of the voting stock), or to any corporation with which Tenant may merge or consolidate, provided that any such assignee shall assume the obligations of Tenant under this lease and Tenant shall continue to remain primarily liable therefor. Further, Tenant may license or permit the use of up to 10% of the Leased Premises by unrelated licensees or concessionaires, provided such parties operate within the Store without separate entrance under the same name or guise of Tenant as a department or adjunct of Tenant's operation, and Landlord shall have no right of consent with respect to such licensing or permission unless said use is not of a type or nature as is typically found in a Supermarket Retail store. If said use is not of a Supermarket nature and the percentage use of all non supermarket uses exceeds ten

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percent (10%), than a new rental amount of the entire Demised Premises shall be negotiated. Tenant will advise Landlord in writing of the name of any assignee or subtenant occupying all or part of the Store pursuant to this SECTION 17.03.

SECTION 17.04. If this Lease be assigned, or if the Leased Premises or any part thereof be sublet or occupied by anybody other than the Tenant, the Landlord may, after default by the Tenant, collect rent from the assignee, subtenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, subtenant or occupant as tenant, or a release of the Tenant from the further performance by the Tenant of the terms, covenants, and conditions of this Lease on the part of the Tenant to be performed. Any violation of any provision of this Lease, whether by act or omission, by an assignee, subtenant or similar occupant, shall be deemed a violation of such provision by the Tenant, it being the intention and meaning of the parties hereto that the Tenant shall assume and be liable to the Landlord for any and all acts and omissions of any and all assignees, subtenants and similar occupants. The consent by the Landlord to an assignment or subletting shall not be construed in any wise to relieve the Tenant from obtaining the express consent in writing of the Landlord to any further assignment or subletting.

SECTION 17.05. If any assignment or subletting results in rental income or other lease charges greater than that set forth in this Lease, the excess belongs and shall be paid to Landlord as additional rent.

SECTION 17.06. Notwithstanding anything to the contrary contained herein, Tenant shall be released of all future liability under the Lease in the event of an assignment after the fifth Lease Year, provided the assignee shall have a net worth and financial condition at least equal to that of Tenant as of the date of this Lease, or as of the date of such assignment, whichever is greater.

ARTICLE EIGHTEEN

Excavations on Adjoining Property

SECTION 18.01. If any excavation or other building operation shall be about to be made or shall be made upon any adjoining premises or streets, the Tenant shall permit any third persons obligated by law to protect the Leased Premises, and their respective representatives, to enter upon the Leased Premises and shore the foundations and walls thereof and to do any other act or thing necessary for the safety or preservation of the Leased Premises; provided,

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however, that, except for emergency, the same shall not be done during the months of November or December without Tenant's prior written consent and that in the event no third person is obligated by law, or in the event any third person obligated by law to do so shall neglect or refuse to do any such work, the Tenant agrees that it will do or cause the same to be done at its sole cost and expense.

ARTICLE NINETEEN

Broker

SECTION 19.01. Landlord and Tenant represent to each other that no broker was instrumental in consummating this Lease, and that no conversations or prior negotiations were had with any broker in connection with the negotiation, execution and delivery of this Lease. Each party agrees to indemnify and hold the other harmless from and against any breach of the foregoing representations.

ARTICLE TWENTY

Estoppel Certificate by Parties

SECTION 20.01. The parties agree at any time and from time to time, upon not less than ten (10) days prior request by the other to execute, acknowledge and deliver to the other a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications), and the dates to which the rent and other charges have been paid in advance, if any, and such other information as may be reasonably requested, it being intended that any such statement delivered pursuant to this Article may be relied upon by any prospective purchaser of Landlord's interest in the Leased Premises or Shopping Center or mortgagee or assignee of any mortgage upon the leasehold of the Leased Premises or any permitted assignee or sublessee of Tenant.

ARTICLE TWENTY-ONE

Signs

SECTION 21.01. Tenant may place or install signs (of such dimensions, color and design as Landlord approves on the exterior wall on any other part of the Store at Tenant's own cost and expense, but only subject to the terms and conditions hereof. No party or entity may erect or install a sign on the exterior of the Store other than Tenant.

In addition to the foregoing, Tenant shall have the right to place, and throughout the Demised Term to maintain,

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a sign on the existing Shopping Center Pylon or any future pylon signs (of such dimensions, color and design as Landlord deems appropriate) on the pylon sign structure situated at the location designed "Shopping Center Pylon" on the Site Plan. Tenant shall contribute its pro rate share toward the cost and expense of maintenance, insuring and cleaning of any pylon on which it shall have its sign and shall pay the whole electric cost for lighting its own sign panel, so long as it retains its panel on such pylon; its pro rata share shall be based on the square inch size of its panel in relation to the size of the other sign panels on the pylon. No sign shall be installed by Tenant on the Shopping Center Pylon until all governmental approvals and permits required therefor are first obtained and all fees pertaining thereto have been paid by Tenant. Tenant shall comply with all laws and ordinances of the applicable governmental authorities with respect to the installation and maintenance of its signs.

ARTICLE TWENTY-TWO

Notices

SECTION 22.01. (A) All notices, demands and requests by either party to the other shall be in writing. All notices, demands and requests by the Landlord to the Tenant shall be sent by United States registered or certified mail, postage prepaid, or telegram addressed as follows:

To Tenant At: UNITED CORPORATION d/b/a PLAZA EXTRA

Attention:

with a copy to R.R. RYAN, P.O. Box 4589, Charleston, S.C. 29403

To Landlord At:

Tutu Park Limited
#10 Estate Charlotte Amalie
St. Thomas, USVI 00802
Attention: William L. Mahaffey

with a copy to:

Attorney Ronald G. Galip
422 City Centre One
Youngstown, Ohio 44503

or to such other persons or addresses as either party may from time to time designate by notice given to the other as herein provided. Notices, demands and requests which shall be served upon the Landlord or the Tenant in the manner aforesaid shall be deemed to have been served or given for all purposes hereunder on the third business day following the time such notice, demand or request shall be mailed or sent as aforesaid.

ARTICLE TWENTY-THREE

Invalidity of Particular Provisions

SECTION 23.01. If any term or provision of this Lease or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

ARTICLE TWENTY-FOUR

Arbitration

SECTION 24.01. In such cases where this Lease specifically and expressly provides for the settlement of a dispute or question by arbitration, the same shall, within a reasonable time, be referred for decision by arbitration, in St. Thomas, U.S.V.I., by a single arbitrator, in accordance with the commercial arbitration rules then obtaining of the American Arbitration Association (or, if such Association shall not then be in existence, such other organization, if any, as shall then have become the successor of said Association and if there shall be no such successor, then in accordance with the then prevailing provisions of the laws of the State of VIRGIN ISLAND relating to arbitration), and the decision of a said arbitrator shall be final and conclusive upon the parties hereto. In the event the parties hereto are unable to agree upon a single arbitrator, the case shall be decided by a board of three (3) arbitrators with each party designating one (1) arbitrator and the two (2) arbitrators so designated selecting a third arbitrator, and the decision of a majority of said arbitrators shall be final and conclusive upon the parties hereto. The arbitrator(s) shall proceed with the utmost expedition.

SECTION 24.02. In the event of any dispute as to whether, in a particular instance, the Landlord's approval or consent has been unreasonably withheld (in any case where, by the terms of this Lease, it is provided that the exercise of any right of the Tenant is subject to the Landlord's approval or consent, and that such approval or consent shall not unreasonably be withheld by the Landlord), such dispute shall be determined by arbitration, as hereinabove provided.

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ARTICLE TWENTY-FIVE

Covenants to Bind and Benefit Respective Parties

SECTION 25.01. Subject to the provisions of ARTICLES FIFTEEN and SEVENTEEN hereof, the terms, conditions, covenants, provisions and agreements herein contained shall be binding upon and inure to the benefit of the Landlord, its successors and assigns, and the Tenant, its successors and assigns.

ARTICLE TWENTY-SIX

Landlord's Mortgages; Tenant's Mortgages

SECTION 26.01. (A) Landlord shall have the right at any time to subject the interest of Landlord in the Leased Premises and Shopping Center, but not any property of Tenant (except subject to the terms of this Lease in all respects), to any one or more mortgages on Landlord's said leasehold estate and to renew, modify, consolidate, replace, extend and/or refinance any such mortgage (hereinafter referred to individually as a "Landlord's Mortgage").

(B) Landlord shall be entitled to all of the proceeds from any such Landlord's Mortgage at any time effected pursuant hereto. The owner or holder of any such Landlord's Mortgage as to which Tenant has received prior notice shall be referred to as the "Mortgagee".

(C) This Lease shall be subject and subordinate to any mortgage which may now or hereafter affect the leased Premises or any portion thereof, provided that any such mortgage shall, as a condition to such subordination, recognize the continuance of this Lease and the rights of Tenant hereunder in the event of foreclosure of Landlord's interest so long as Tenant shall not be in default hereunder beyond any applicable periods of notice and grace and that the mortgagee under any such mortgage shall have executed and delivered to Tenant a customary Non-Disturbance Agreement in form and content reasonably satisfactory to Tenant and containing such other provisions as are customarily and reasonably requested by fee or leasehold mortgagees, Tenant will execute a subordination agreement in favor of such Mortgage.

(D) Tenant shall not have a right to encumber Landlord's interest in the Leased Premises, or in any manner act in any way to subject such estate to any lien, encumbrance or charge of any kind or nature. Nothing contained in this Lease shall be deemed to authorize or empower or permit Tenant to derogate from or diminish Landlord's interest in the Shopping Center.

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SECTION 26.02. Tenant may from time to time without Landlord's consent mortgage or otherwise encumber Tenant's leasehold estate in the Demised Premises, its interest in the Store, any improvements to the Store and its interest in this Lease, or any part thereof to secure a loan or other obligation of such party or a relate entity, provided that such security interest shall be subject to the terms, covenants and conditions of this Lease.

ARTICLE TWENTY-SEVEN

Captions and Headings

SECTION 27.01. The captions and headings throughout this Lease are for convenience and reference only and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision of or the scope or intent of this Lease nor in any way affect this Lease.

ARTICLE TWENTY-EIGHT

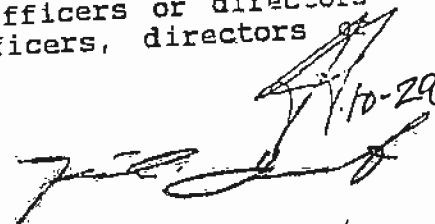
Recording

SECTION 28.01. Neither Landlord nor Tenant shall record this Lease; however, upon the request of either party hereto, the other party shall join in the execution of a memorandum or so-called "short-form" of lease, in form reasonably acceptable to both parties, identifying the parties, the Leased Premises, the term of this Lease, any subordination and other special provisions other than those pertaining to Rent, and incorporating this Lease by reference.

ARTICLE TWENTY-NINE

Relationship of Parties

SECTION 29.01. Nothing contained in this Lease shall be construed to create the relationship of principal and agent, partnership, joint venture or any other relationship between the parties hereto other than the relationship of Landlord and Tenant. Should Landlord or Tenant be corporate entities, nothing contained herein shall in any way impose any liability upon the stockholders, officers or directors of Landlord or the stockholders, officers, directors or trustees of Tenant.


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ARTICLE THIRTY

Recognition Agreements

SECTION 30.01. This Lease is a sub-lease. The Prior Lease is a sublease subject to the terms of a lease dated August 26, 1987 (the "Overlease") between Rhoda J. Harthman, Charlotte A. La Barre, Albert E. Harthman, Arthur E. Harthman, Austin E. Harthman, Edgar A. Harthman and Sammy E. Harthman, as landlord (collectively "Overlandlord") and P.I.D., Inc., as tenant ("Sublandlord"). Upon execution of this Lease, Landlord shall use its best efforts to obtain executed and acknowledged non-disturbance agreements from Overlandlord and Sublandlord providing that if the Overlease or Prior Lease are terminated, Overlandlord and Sublandlord, respectively, will not disturb the possession of Tenant or the enjoyment by Tenant of its rights under this Lease, provided Tenant is not in default under this Lease, beyond any applicable notice or grace periods.

ARTICLE THIRTY-ONE

Force Majeure

SECTION 31.01. It is understood and agreed that, subject to the specific provisions of this Lease with respect to any performance by either Landlord or Tenant, no party shall be liable for failure to perform when the same is prevented by a strike, lockout, breakdown, accident, an order or regulation of or by any governmental authority, or inability, by the exercise of reasonable diligence, to obtain supplies, parts or employees necessary to furnish said services, or because of war or other emergency or because of any act or neglect of the other party, its servants, agents, employees, licensees or any person claiming by, through, or under such other party; provided, however, this ARTICLE 31 shall not apply to, forgive, defer or impair the obligation of any party for the payment of money when due.

ARTICLE THIRTY-TWO

Asbestos

SECTION 32.01. Landlord represents, warrants and agrees that as of the Delivery Date, neither the Shopping Center, the Leased Premises or such walls, ceilings, beams or ducts will contain or be exposed to asbestos. If any does so exist and has not been placed there by Tenant, Landlord shall, if and at such time as Tenant may request in writing, promptly remove or reencapsulate such asbestos from the Shopping Center and/or the Leased Premises, as the case may be, in accordance with all federal, state and local statutes, rules or regulations, and shall take all steps

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10/29/91

necessary to prevent exposure of the Leased Premises, Tenant and Tenant's employees, invitees, agents and representatives to asbestos during such removal and otherwise. Notwithstanding Landlord's obligations under this Section, in the event it is disclosed that the Shopping Center, the Leased Premises or any such walls, ceilings, beams or ducts contain or are exposed to asbestos, and same was not disclosed to Tenant in this Lease, the Tenant may, in its sole discretion take immediate steps to remove such asbestos or prevent such asbestos from contaminating the Leased Premises, Tenant and Tenant's employees, invitees, agents and representatives, all at Landlord's sole cost and expense, if Landlord fails to remove such asbestos promptly and in a safe manner. Nothing contained in this Section shall or shall be deemed to limit Tenant's legal and equitable remedies.

SECTION 32.02. In addition to the foregoing, Landlord shall bear all costs and expenses, including attorneys' fees, of complying with the laws, rules, regulations, ordinances, policies and legal requirements pertaining to asbestos.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

ATTEST:

TUTU PARK LIMITED
By: P.I.D., Inc.,
General Partner

[Signature]
Secretary

By: *[Signature]*
(seal)
UNITED CORPORATION d/b/a
PLAZA EXTRA

[Signature]
Secretary

By: *[Signature]*
(seal)

[Handwritten initials]
Territory of the Virgin Islands,
State of St. Croix
County of St. Croix
District

Personally appeared before me, the undersigned, a Notary Public, in and for said county and state, *[Signature]* and *[Signature]* known to me to be the Secretary, respectively, of *[Signature]* the

corporation which executed the foregoing document, who acknowledged that they did sign and seal the foregoing document for and on behalf of said corporation, being thereunto duly authorized by its Board of Directors; that the same is their free act and deed as such officers and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at St. Croix this 29 day of October, 1994.

My commission expires:

April 12, 1993

[Signature]
Notary Public

TELETYPE
STATE OF VIRGIN ISLANDS
DISTRICT)
COUNTY OF ST. CROIX) ss.

Personally appeared before me, the undersigned, a Notary Public, in ~~and for~~ said County and State; John F. Foster and William M. Murphy known to me to be the Secretary, respectively, of P.P.D. INC., the corporation which executed the foregoing document, who acknowledged that they did sign and seal the foregoing document for and on behalf of said corporation, being thereunto duly authorized by its Board of Directors; that the same is their free act and deed as such officers and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at St. Croix this 29 day of October, 1994.

My commission expires:

April 12, 1993

[Signature]
Notary Public

GUARANTEE

IN CONSIDERATION of the execution of the within Lease to the within named Tenant, UNITED CORPORATION d/b/a PLAZA EXTRA, the receipt of which is hereby acknowledged, the undersigned does hereby covenant and agree to and with said Landlord, TUTU PARK LIMITED, its successors and assigns, that if at any time default shall be made by said Tenant, its successors or assigns, in the payment of rent or other charges, or in the performance of the covenants and

Wn

conditions of the within Lease during the Term granted therein, on the part of said Tenant to be performed, the undersigned does hereby promise and agree to pay unto the within named Landlord, its successors and assigns, such sum or sums of money as will be sufficient to make up such deficiency of rental or other charges, and all damages that may accrue by reason of the violation or non-performance of any of the covenants and conditions of this Lease, without requiring demand of payment or notice of any such default.

This Guaranty is absolute and unconditional and shall be a continuing one, without in any way being affected by the bankruptcy or insolvency of Tenant, its successors or assigns, or by the disaffirmance or abandonment by a trustee or receiver of Tenant, its successors or assigns. Demand and notice of acceptance of this Guaranty are hereby expressly waived.

There shall be no duty on the part of the Landlord under said Lease, or its successors or assigns, to mitigate damages; and this unconditional and absolute guarantee shall not be affected by the failure of Landlord to take action pursuant to said lease, or any action taken, or by any extensions, indulgences or modifications of the Lease, or defaults by Landlord in enforcing any of the provisions thereof.

The undersigned does further covenant and agree to and with Landlord and its successors and assigns that the undersigned may be joined in any action against said Tenant or its successors and assigns in connection with said Lease, and that recovery may be had against the undersigned in such action or in any independent action or proceeding against it, without first exhausting any remedy or claim against Tenant.

GUARANTOR:

By: [Signature]

By: _____

DB
Territory
STATE OF VIRGIN ISLANDS
COUNTY OF ST. JOHN
District

ss.

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, Felix Yusuf and [Signature] known to me to be the Person President and [Signature] Secretary, respectively, of [Signature] the corporation which executed the foregoing document, who acknowledged that they did sign and seal the foregoing document for and on behalf of said corporation, being thereto duly authorized by its Board of Directors; that

~~the same is their free act and deed as such officers and the
free act and deed of said corporation.~~

IN TESTIMONY WHEREOF, I have hereunto set my hand and
official seal at St. Croix this 29 day of
October, 1990.

My commission expires:

April 12, 1993


Notary Public



EXTRACT FROM K-MART LEASE

Assign-
and
setting

22. The premises hereby demised may be used for any lawful retail purpose. Tenant may assign this lease or sublet the whole or any part of the demised premises, but if it does so, it shall remain liable and responsible under this lease. Notwithstanding this paragraph the premises and adjacent shopping center shall not be used for an adult video or book store, bar, tavern, cocktail lounge, theatre, bowling alley, skating rink, dance hall, pool hall, massage parlor, video arcade or health club.

Notwithstanding the foregoing, Tenant agrees with Landlord that so far as Florida Super Markets, Inc. d/b/a Sun Supermarkets its affiliates successors is operating a supermarket or grocery store on the premises described in Exhibit "A" Parcel B, Tenant agrees that it will not use demised premises for the operation of a food supermarket or food department for the sale of off-premises consumption of groceries, meat, produce, dairy products, baker products or any of those. The foregoing shall not, however, prohibit: (i) the sale by a restaurant operation, lunch counter, deli fountain of prepared ready to eat food items, either for consumption on or the premises (ii) the sale by Tenant, its successors and assigns, of cookies and other miscellaneous foods in areas totalling not more than Five Thousand (5,000) square feet of sales area, exclusive of aisle space. This restriction shall be void if Florida Super Markets Inc. d/b/a Sun Supermarkets its affiliates or successors shall fail to operate a supermarket for a continuous period of one hundred eighty (180) days, except for non operation due to fire and casualty.

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6-2-91
[Handwritten initials]
10-29-91

** TOTAL PAGE 02 **

FY126973A

HAMD260934

EXHIBIT "C"

There are no encumbrances, restrictions, conditions or items that will adversely affect Tenant's rights under this Lease.

[Handwritten initials]
10-29-91
7.1.1

[Handwritten signature]
6-2-91

COPY

forwarded to Galois 11/17/93

**FIRST AMENDMENT
TO LEASE DATED OCTOBER 29, 1991**

WHEREAS, on October 29, 1991, United Corporation d/b/a Plaza Extra ("Tenant") and Tutu Park Limited ("Landlord") entered into a lease ("The Lease"); and

WHEREAS, the parties to The Lease have reached varying interpretations of important provisions of The Lease; and

WHEREAS, certain portions of the proposed leased premises (as defined in The Lease) were, pursuant to the terms of said lease, designed for a Kmart specification, and Tenant desires to change these specifications to provide for a supermarket use which requires modifying certain specifications such as electrical, plumbing, air conditioning, interior lighting, etc.; and

WHEREAS, Tenant wishes to obtain a release of its assignment to Landlord of rents at the United Shopping Plaza on St. Croix; and

WHEREAS, Tenant wishes to grant a leasehold mortgage on the leased premises, but requires the addition of certain clauses relating to such a mortgage;

NOW THEN, the parties agree as follows:

1. Notwithstanding any language to the contrary in the Lease, Landlord and Tenant agree that Tenant shall be permitted to construct additional building area to the Store of approximately Ten Thousand Eight Hundred Thirty-Six (10,836) square feet (herein called the "Expansion Area") located as set forth and identified on the plat plan attached hereto and made a part hereof as Exhibit "B-1". All construction to be performed to the Expansion Area and the necessary contiguous site work shall be at the expense of Tenant. Tenant has submitted to Landlord and Landlord has approved Tenant's plans and specifications for the Expansion Area as set forth on Exhibit "B" (the Food Store drawing by Bentley Architects and Engineers dated October 23, 1992, as revised on October 30, 1992) which includes certain changes and/or construction proposed for the common areas to accommodate said additional construction.

Tenant agrees and covenants that it shall, without cost or expense to Landlord, pay herewith to Landlord, in trust for contractors for the work performed and material supplied in the construction of the Expansion Area, the agreed sum of \$344,997.00. Landlord shall disburse said sums on the basis of percentage of completion. Landlord's determination of the percentage of completion or the quality of work shall be made solely at its discretion and may not be challenged by Tenant except in case of fraud. Tenant hereby undertakes to indemnify and hold harmless the Landlord against and from any and all costs and expenses incurred, including,

without limitation, court costs, attorneys' fees, and any and all claims, demands, liabilities, loss, or damage suffered by Landlord due to any person or entity filing any lien against said Expansion Area, the Store, or the Shopping Center as a result of the construction of the Expansion Area. Additionally, in the event any such lien is filed, Tenant shall bond against and otherwise cause to be discharged said lien within thirty (30) days after written request by Landlord. Tenant agrees it will take no action in the performance of its construction of the Expansion Area that would create any work stoppage, picketing, labor disruption or dispute, or any interference with the business of Landlord or any tenant or occupant in the Shopping Center.

All construction of the Expansion Area will be in accordance with applicable laws, ordinances, and regulations. Landlord shall, at Tenant's cost and expense, apply for and obtain all necessary approvals for the construction of the Expansion Area required by any governmental authority. Tenant shall cooperate with Landlord in obtaining any required approvals for the extension and shall execute any reasonable document necessarily required in furtherance of such purpose.

Tenant further agrees to carry builder's risk insurance in an amount of \$1,000,000 to cover both Landlord, Scotia Bank, Balfour Beatty and Tenant as their interests may appear commencing on or before the date Tenant commences construction of the Expansion Area and terminating after all construction of the Expansion Area is complete. Tenant may meet its obligation to provide builder's risk insurance by ensuring that contractor has adequate insurance.

2. The size of the Store as set forth in the Preliminary Statement of the Lease is hereby increased from Fifty Thousand Two Hundred Fifty (50,250) square feet to Sixty-One Thousand Eighty-Six (61,086) square feet.

3. The increase to the Store area shall not affect the Fixed Rent or Percentage Rent payable pursuant to Article 2 of the Lease but shall, however, be effective for purposes of computation of all other charges set forth in the Lease, such as, but not limited to, Tenant's contribution to Common Area Maintenance Expense and Tenant's obligation to pay expenses such as insurance and real estate taxes. Tenant's obligation to contribute to Common Area Maintenance Expenses shall be limited to the costs of maintaining the outside common areas and shall not include trash removal costs (whether inside or outside). Nothing in this paragraph shall affect Tenant's rights under Section 7.04 of the Lease to elect to maintain the common areas located within Parcel A (as shown on Exhibit "A" attached hereto) and thereby avoid contributing to Common Area Maintenance Expense. Upon electing to maintain the common areas located within said Parcel A, Tenant shall maintain them to the same standard as Landlord maintains the remaining portions of the common areas. Tenant shall reimburse Landlord for the cost of water and

electric utilities used for Tenant's maintenance activities (if any).

4. The introductory paragraph of Section 4.01 of the Lease is hereby amended to read as follows:

SECTION 4.01. Tenant agrees that at the fixed and percentage rents stated above, that the Leased Premises shall be used and occupied and suffered or permitted to be used and occupied only for a supermarket, which may include a supermarket, bakery, and restaurant, as well as a pharmacy, and for no other purpose without the written consent of Landlord. Tenant agrees that not less than 45,000 square feet (including warehouse space supporting a normal retail supermarket) of the Leased Premises shall be used as a supermarket at all times during the Demised Term, that it shall remain open for business during the usual hours of business of major supermarkets in St. Thomas, and that it shall at all times be fully staffed and adequately stocked for the conduct of business in accordance with the highest reasonable standards of major supermarkets in St. Thomas. Landlord agrees not to unreasonably withhold its consent for a change in use of those parts of the Leased Premises in excess of said 45,000 square feet, provided as follows:

The remainder of Section 4.01 shall continue in full force and effect.

5. Section 10.03 of the Lease is hereby amended to read as follows:

SECTION 10.03 All policies of insurance provided for under this Article shall name Landlord, Tenant, any Landlord's Mortgagees (as hereinafter defined), and any Tenant's lender (as defined in Section 26.02 below) as insureds as their interests may appear with a mortgagee clause, subject in all respects to the terms of this Lease with respect to the disbursement of proceeds, except that it is not required that Tenant or any Tenant's lender be named on Landlord's insurance policies pursuant to Section 10.01(C) above. The interests of any Tenant's lender shall be solely derivative of the interests of Tenant. All such policies shall provide that any loss shall be payable in accordance with the provisions of and for the purposes set forth in this Article. Each such policy shall contain (if obtainable) a provision that no act or omission of Tenant shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained and agreement by the insurer that such policy shall not be cancelled without at least twenty (20) days prior written notice to Landlord and the first Landlord's Mortgagee.

6. Section 11.03 of the Lease is hereby amended to read as follows: **FY126977**

SECTION 11.03 The entire award, settlement or payment (collectively, the "award") resulting from a total taking or a partial taking which results in a termination of this Lease (including the net proceeds of the sale of any portion of the Demised Premises that is not taken and any award to compensate for severance damage suffered by the same) shall be shared by Landlord and Tenant in direct proportion to their respective costs in building the demised premises (e.g., cost of building shell vs. cost of building interior), provided, however, if an award is made by the condemnation court separately with respect to the Expansion Area (as defined in paragraph 1 above of this Lease Amendment) or any part thereof, Tenant and Tenant's lender, as their interests may appear, shall jointly share only in that part of such separate award as bears the same proportion to such entire separate award as the number of whole Lease Years remaining from the date of taking to the end of the third Renewal Period (as defined in Section 1.03 above) bears to 40 years (which is the total of the 25-year Demised Term plus the three five-year Renewal Periods). Tenant shall, however, be entitled to file a separate claim in the condemnation proceedings for such awards as may be allowed for trade fixtures, moving expenses, loss of business, loss of "good will", depreciation or injury to and cost of removal of stock in trade, equipment, furniture and furnishings, but only if such awards shall be made by the condemnation court separately and in addition to, and shall not result in a reduction of, the award made by it to Landlord for the Leased Premises which were so taken.

Notwithstanding anything in this Section 11.03, if any condemnation provision of Landlord's master lease is inconsistent with Section 11.03 herein, the provision of the master lease shall prevail.

7. Section 26.02 of the Lease is hereby amended to read as follows:

SECTION 26.02 Tenant's Encumbrance of Leasehold Estate. Subject to paragraph (D) of Section 26.01 above, Tenant may, from time to time during the Demised Term without Landlord's consent, encumber to any bank or financial institution (herein called "lender"), by mortgage or other security instrument, Tenant's leasehold estate in the Leased Premises, its interest in the Store, any improvements in the Store, and its interest in this Lease, or any part thereof, to secure a loan to Tenant the proceeds of which are used for permitted Tenant's Alterations or for inventory, furniture, fixtures or equipment to be used on or installed in the Leased Premises, or for working capital for the operation of Tenant's business on the Leased Premises, provided that such encumbrance shall be subject to the following terms and conditions:

- (A) Notice by Lender to Landlord. The mortgage or other

security instrument shall require the lender to mail a copy of any written notice of default and a copy of any notice of sale under the mortgage or security instrument to Landlord at its address for notices provided for in this Lease.

(B) Notice by Landlord to Lender. Landlord shall mail to any lender who requests it in writing, a copy of any notices Landlord may from time to time give to Lessee pursuant to or relating to this Lease. Tenant shall at all times keep Landlord informed in writing of the name and mailing address in St. Thomas of the lender and any changes in the lender's mailing address. Any notice required to be given to the lender by Landlord shall be deemed duly given when delivered to the lender's principal office in St. Thomas or deposited in the United States mail, first class postage prepaid, addressed to lender at its last mailing address furnished in writing to Landlord by the lender or Tenant.

(C) No Modification Without Lender's Consent. If Tenant encumbers its leasehold estate pursuant to this Section 26.02, Landlord and Tenant agree that they will not modify this Lease as now amended in any way or cancel this Lease by mutual agreement without the written consent of the lender having such encumbrance.

(D) Rights of Lender to Cure Defaults. If Tenant encumbers its leasehold estate pursuant to this Section 26.02, the lender having such encumbrance shall have the right during the Demised Term and the existence of such encumbrance to do any act or thing required of Tenant under this Lease, and any such act or thing done and performed by the lender shall be as effective to prevent a termination of Tenant's rights under this Lease as if done by Tenant. After giving written notice to the lender as required in paragraph (B) above, Landlord shall afford the lender the opportunity:

(1) To cure the breach or default within thirty (30) days after service of notice of default by Landlord on the lender where the default can be cured by the payment of money to Landlord or some other person; or

(2) To cure the breach or default within sixty (60) days after service of notice of default by Landlord on the lender where the breach or default must be cured by something other than the payment of money and can be cured within that time; or

(3) To cure the breach or default in such reasonable time as may be required where the breach or default must be cured by

something other than the payment of money that cannot be completed within sixty (60) days, provided that the acts to cure the breach or default are commenced within sixty (60) days after service of notice of default by Landlord on the lender and are thereafter diligently continued by the lender.

(E) Rights and Obligations of Lender on Foreclosure. If Tenant encumbers its leasehold estate pursuant to this Section 26.02, the lender having such encumbrance may forestall termination of this Lease by Lessor by commencing proceedings to foreclose its encumbrance on the leasehold estate provided that:

(1) The foreclosure proceedings are commenced with sixty (60) days after service by Landlord on the lender of the notice required by subparagraph (B) above; and

(2) After having been commenced, the foreclosure proceedings are diligently pursued to completion by the lender in the manner required by law; and

(3) The lender keeps and performs, or causes to be kept and performed; all of the terms, covenants, and conditions of this Lease as amended, including but not limited to those requiring payment or expenditure of money and those relating to the conduct of Tenant's business, until the foreclosure proceedings are completed by conveyance of the leasehold estate to the lender or a purchaser at a foreclosure sale or are discharged by payment or redemption.

(F) Assignment Without Consent on Foreclosure. Consent of Landlord shall not be required for transfer of Tenant's leasehold interest under this Lease:

(1) To a purchaser at a foreclosure sale of an encumbrance created by Tenant pursuant to this Section 26.02; or

(2) To a purchaser from the lender after foreclosure where the lender was the purchaser at the foreclosure sale.

(G) New Lease to Lender. If the lender has purchased the leasehold interest of Tenant at foreclosure sale and has complied with the requirements of paragraph (E) above, on written request from the lender within thirty (30) days after completion of the foreclosure proceedings by conveyance of the leasehold estate to the lender, Landlord agrees to execute

a new lease for the Leased Premises to the lender as tenant, provided:

(1) The new lease is a term ending on the same date the Demised Term would have ended under this Lease, provides for the payment of rent and other charges at the same rate that would have been payable under this Lease during the remainder of the Demised Term, and contains the same terms, covenants, conditions, and provisions as contained in this Lease.

(2) The lender, upon execution of the new lease by Landlord, shall pay any and all sums that would have been due under this Lease at the time of the execution and shall otherwise fully remedy any other defaults under or breaches of this Lease by Tenant.

(3) The lender, upon execution of the new lease by Landlord, shall pay all reasonable costs and expenses, including attorneys' fees and court costs, incurred by Landlord as a result of defaults under or breaches of this Lease by Tenant.

(H) No Merger of Estates. If Tenant encumbers its leasehold estate pursuant to this Section 26.02, without the written consent of the lender during the existence of the encumbrance, there shall be no merger of the leasehold estate created by this Lease and the fee estate or the Landlord's leasehold estate under the Prior Lease merely because both estates have been acquired or become vested in the same person or entity.

8. The shell and outside areas of the leased premises shall be built as shown on the plans attached hereto as Exhibit "B" (i.e. to K-mart specification) and the cost shall be borne by Landlord except for the added cost of the footers as set forth in 9 below, the credit set forth in 10 below, and the cost of the extension as set forth in Paragraph 1 above. The shell includes, without limitation, those items listed in Appendix A of Balfour Beatty's letter dated March 11, 1993 (attached hereto as Exhibit B-2). Additionally, a grease trap line will be stubbed and capped inside the rear of the building. The interior items on exhibit ~~"B-1"~~ are designated as Tenant improvements and Tenant shall bear the costs of all interior improvements as well as the exterior costs associated with installation of tenant's HVAC system. Any exterior improvements shown on Exhibit E that are not part of Exhibit B will not be provided by Landlord unless Landlord elects to provide same. (E.g., Exhibit E shows a building with downspouts and guards to protect the downspouts. Exhibit B shows downspouts only. Landlord's obligation is to provide downspouts only; however, Landlord may elect to provide guards if it so desires.)

9. Tenant agrees to pay \$5,500.00 for the strengthening of the mezzanine

footers, herewith.

10. Tenant agrees that the side and rear wall of the premises need not be finished to Kmart specifications, but instead shall be smoothed and painted at an approximate savings of \$20,000.00, which shall be credited to the benefit of Landlord.

11. The plans for a full Supermarket store including the electrical, plumbing, and HVAC system by Bentley Architects and Engineers are attached hereto as exhibit "E".

12. Tenant shall accept a credit of \$676,000 from Landlord as and for full satisfaction of Landlord's duty to construct the interior to K/Mart specifications. These items represent a credit if not built of \$676,000. These costs are allocated per Exhibit "C" which is a Balfour Beatty breakdown by category.

By accepting said credit Tenant agrees to complete at its sole cost the interior of said Supermarket according to the plans set forth on exhibit "E". If Tenant has to support any equipment with the building shell or has to modify in any fashion the structure of the building and such modification could affect the strength or integrity of said building Shell then Tenant shall be required to have the prior approval of Landlord before taking said action. Landlord shall pay said \$676,000 when (1) Tenant shall have completed its construction; (2) Scotia Bank's inspector authorizes said disbursement, which authorization shall not be unreasonably withheld; and (3) occupancy permits are issued by the Government. Landlord shall be responsible for arranging for Scotia Bank's inspector to visit the site. Scotia Bank's authorization will be issued on the same terms imposed upon Landlord to obtain release of construction funds to Landlord in other areas of the Tutu Park Mall.

13. To resolve the issue regarding when Tenant shall commence paying rent, it is agreed that rent will commence on November 1, 1993 or the first day tenant opens for business which ever is earliest. Open for business shall mean when Tenant makes any sales from the premises.

14. Tenant shall provide a letter of credit in the sum of \$500,000 to Landlord in exchange for which Landlord shall cancel the assignment of rents at the United Shopping Plaza on St. Croix. It is expressly intended by the parties that the letter of credit shall be substitute security for the assignment of rents and may only be drawn upon under the same circumstances and conditions that would permit Landlord to accept rents under said assignment. The form of said letter of credit is attached hereto as Exhibit "F" and will be executed in herewith. Landlord shall work in good faith to obtain approval from its mortgage lender of modifications to the Letter of Credit as may be required by Tenant's bank.

15. In addition to the other credits provided herein, Landlord will provide a credit of \$6,500 in lieu of providing the concrete pour of the front mezzanine and building the steps to the front mezzanine.

16. Landlord will build the front mezzanine (except for the concrete pour and steps), doorway and canopy at its cost. Landlord will give tenant a credit of \$5,000 towards a concrete pump to perform the concrete pour of the floor and the mezzanine.

17. The floor will be leveled to 4" below slab grade at Landlord's expense on or before April 10, 1993.

18. Landlord has provided a building permit for the construction of the building shell, the parking lot, loading bays and all other exterior construction, including but not limited to, site, grading, surfacing, drainage, etc. Tenant shall be responsible for all further permits required to finish the building, however, Landlord will provide assistance in obtaining any permit for Tenant's subcontractors if the need arises.

19. The consideration for this first amendment to The Lease shall be: the compromise of the various contractual interpretation disputes that have arisen between the parties; the exchange of cash and/or credits as reflected in this first amendment; and the execution of this first amendment with the corresponding alterations in rights and liabilities reflected thereto.

20. The parties acknowledge that this first amendment has been drafted and negotiated with the assistance and advice of legal counsel.

21. All defined terms used herein shall have the same meaning ascribed thereto in The Lease unless alternative definitions are herein provided.

22. Pursuant to the loan agreement between Landlord and Scotia Bank, this Lease Amendment is subject to approval by Scotia Bank.

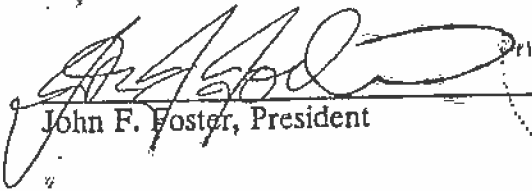
Except as herein specifically modified, supplemented and amended, all of the terms, covenants, and conditions of the Lease shall remain in full force and effect and, together with the terms and conditions of this Lease Amendment, shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and permitted assigns, respectively, of Landlord and Tenant.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease Amendment to be signed on the day and year first above written.

ATTEST:

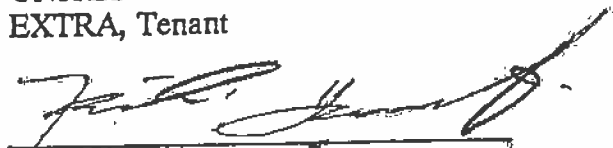
TUTU PARK LIMITED, Landlord
By P.I.D., Inc., General Partner

Secretary


John F. Foster, President

UNITED CORPORATION d/b/a PLAZA
EXTRA, Tenant

Assistant Secretary


Fathi Yusuf, Treasurer

APPROVED:

SCOTIA BANK

EXHIBIT LIST TO FIRST AMENDMENT TO LEASE DATED OCTOBER 29, 1991

Exhibit A: Drawing showing parcel A

Exhibit B-1: Drawing showing expansion area

Exhibit B-2: Letter dated March 11, 1993 from Balfour Beatty to Tutu Park Limited with attached appendix A and drawings PS, 1A, PA1, PA2, PA2.1, PA4, PA5, PA6, PA7, PA8, PA10, E-6

Exhibit C: List of allowances

Exhibit D: Omitted

Exhibit E: Bentley drawings PA1, PA1.1, PA2, PA2.1, PA3, PA4, PA5, PA6, PA7, PA8, PA9, PA10, PA11, PS1, PS1A, PS2, PS3, PS4, PP1, PP2, PP3, PP4, PP5, PP6, PM1, PM2, PM3, PM4, PM5, PE1, PE2, PE3, PE4, PE5, PE6, PE7, PE8 (all as shown on cover sheet PCS (without revision)).

Exhibit F: Letter of credit

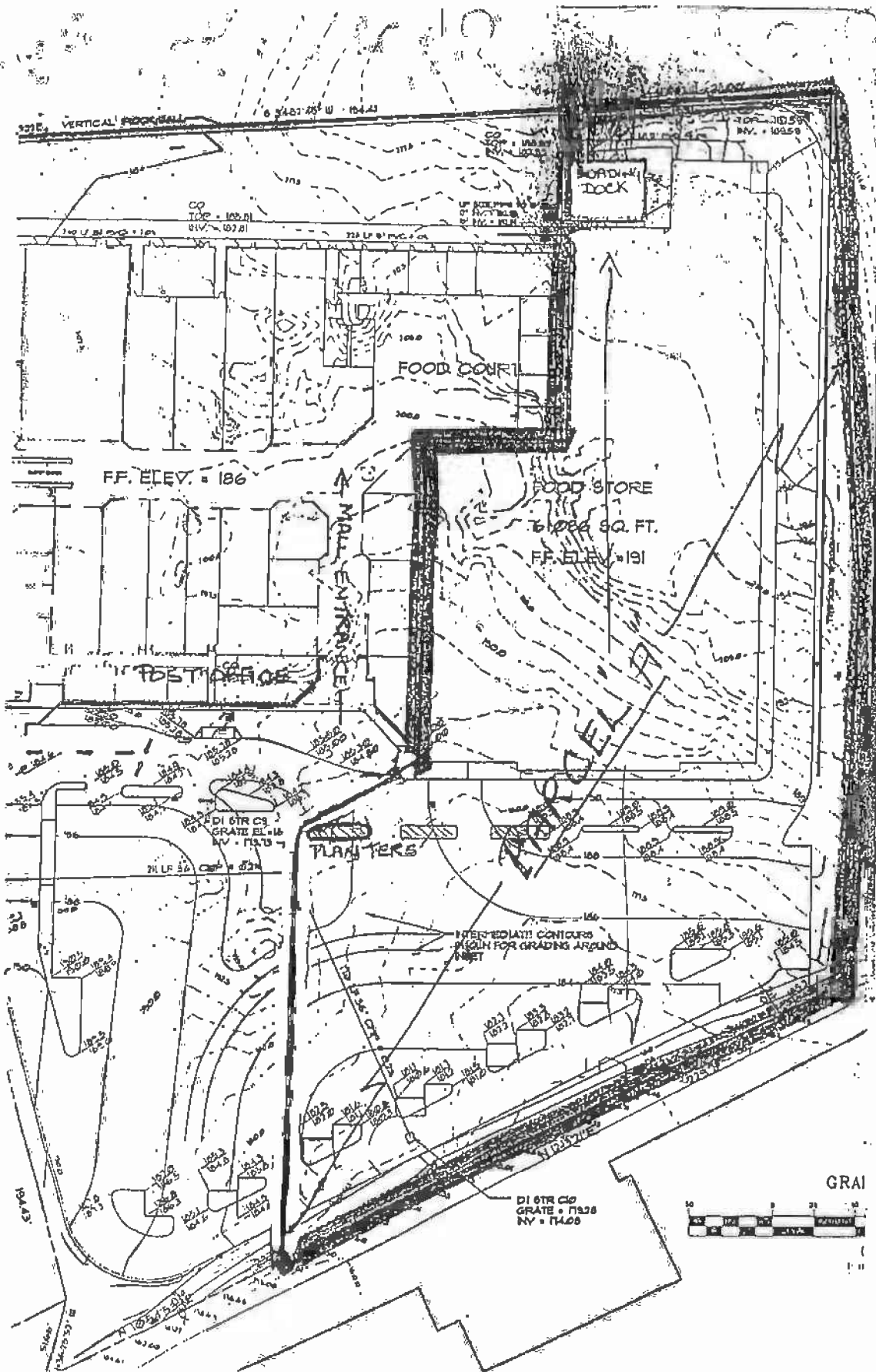


Exhibit "A"

74 *[Signature]*
 HAMD26094

FY126986

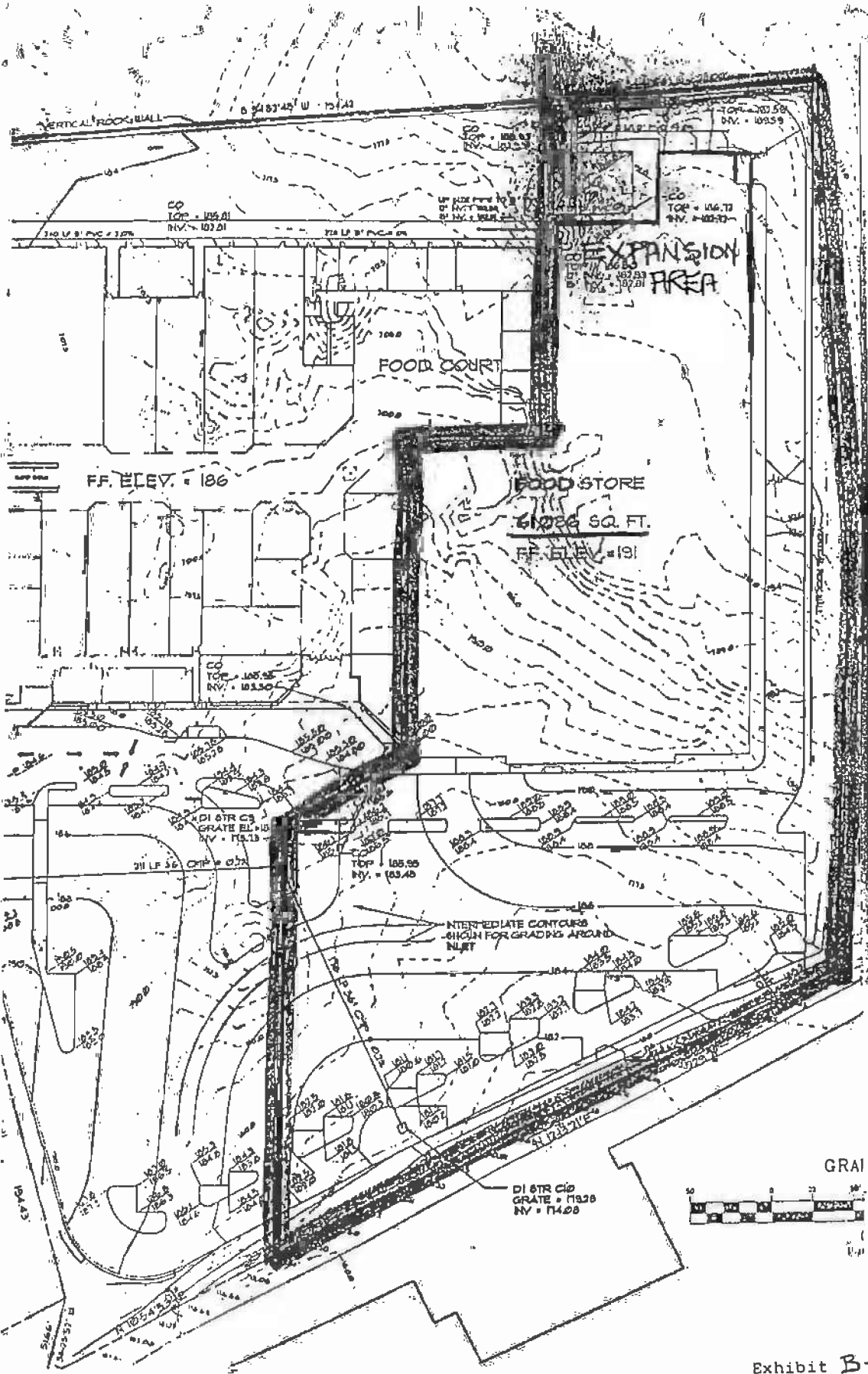


Exhibit B-1

BB EXHIBIT - B2

Balfour Beatt

Your ref

Our ref

Date

March 11, 1993

Balfour Beatty, Inc.

4010 Estate

Charlotte Amalie

St. Thomas, USVI 00802

Telephone (809) 775-

Facsimile (809) 775-

Tutu Park Limited
#4010 Estate Charlotte Amalie
St. Thomas, USVI 00802

ATTN: John Foster

RE: Foodstore

Dear John,

We detail below the current status of the Foodstore construction. Reference is made to the following Architectural and Structural drawings used for illustration purposes.

PS 1A, PA1, PA2, PA2.1, PA4, PA5, PA6, PA7, PA8, PA10, E-6.

As of March 8, 1993 we are now required to complete the Foodstore shell as defined herein (Appendix A). The above drawings are marked up in yellow and green to define the scope of the shell works. The areas marked up in green will be the subject of a separate credit should you require us not to carry out these works to the entrance.

The Foodstore interior fit-out works included in our base contract is now to be omitted from our scope of works. In consideration of this omission the credit for the fit out works is \$676,000.

Please note that Plaza Extra have enhanced the design of the Foodstore in accordance with the 'P' drawing issue. No account has been taken of this work above.

Please be aware of the following:

The rough grading within the building will remain as it is currently.

file: appen

FY126988

HAMID260949

EXHIBIT - B-2

Appendix A

FOOD STORE SHELL - DEFINITION

- 1 Excavation, compaction and backfill for building and front mezzanine footings.
- 2 Rough Grading of slab area to remain as is.
- 3 Building and front mezzanine foundations.
- 4 Loading dock with box outs for dock levelers.
- 5 Exterior Truck and compactor pads, bollards.
- 6 12" C.M.U. Reinforced exterior Walls (No interior finish), control joints.
- 7 Structural Steel, joints and metal deck, front mezzanine framing (excluding stairs)
- 8 Concrete slabs and floors excluded.
- 9 Flat Roofing including insulation (R=11.88) Gutters, downspouts, flashing and roof hatch. No other penetrations
- 10 Interior Finish - None.
- 11 Exterior Doors and Windows
- 12 Exterior finish
- 13 Entrance framing and metal roofing
- 14 Plumbing: Sanitary and cold water line stubbed and capped inside rear of building
- 15 Fire Protection - Main stubbed and capped 5 feet inside wall at rear of building
- 16 Electrical - Primary service, trans closures, secondary to switchgear and switchgear
- 17 Air Conditioning and Ventilation - None

EXHIBIT "F"

CORESTATES FIRST PENNSYLVANIA BANK
VETERANS DRIVE
CHARLOTTE AMALIE, ST. THOMAS, VIRGIN ISLANDS

APRIL ____, 1993

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER _____

BENEFICIARY

TUTU PARK LIMITED
NO. 10 EST. CHARLOTTE AMALIE
ST. THOMAS, U.S.V.I. 00820
ATTN: WILLIAM L. MAHAFFEY

ACCOUNT PARTY

UNITED CORPORATION
4 C & D SION FARM
CHRISTIANSTED
ST. CROIX, U.S.V.I. 00820

GENTLEMEN:

WE HEREBY ISSUE OUR IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER _____ IN FAVOR OF TUTU PARK LIMITED, A VIRGIN ISLANDS LIMITED PARTNERSHIP, FOR THE ACCOUNT OF UNITED CORPORATION, A VIRGIN ISLANDS CORPORATION D/B/A PLAZA EXTRA, UP TO AN AGGREGATE AMOUNT OF FIVE HUNDRED THOUSAND UNITED STATES DOLLARS (US\$500,000.00).

WE UNDERTAKE TO HONOR FROM TIME TO TIME YOUR DRAFT OR DRAFTS AT SIGHT DRAWN UPON US NOT EXCEEDING THE AGGREGATE OF US\$500,000.00 WHEN ACCOMPANIED BY THE FOLLOWING DOCUMENTATION:

- A CERTIFICATE ON THE BENEFICIARY'S LETTERHEAD AND PURPORTEDLY SIGNED BY AN AUTHORIZED OFFICER OF P.I.D. INC., THE BENEFICIARY'S GENERAL PARTNER, STATING THAT UNITED CORPORATION IS IN DEFAULT UNDER THE TERMS OF THAT CERTAIN LEASE DATED OCTOBER 29, 1991 AS AMENDED APRIL ____, 1993 BETWEEN UNITED CORPORATION AND THE BENEFICIARY TO WHICH THE FORM OF THIS LETTER OF CREDIT IS ATTACHED AS EXHIBIT "F" AND THE BENEFICIARY HAS GIVEN SUCH NOTICE OF DEFAULT TO UNITED CORPORATION AS IS REQUIRED UNDER SAID LEASE AS AMENDED, AND SUCH DEFAULT IS CONTINUING BEYOND ANY APPLICABLE CURE PERIOD.

THIS LETTER OF CREDIT IS EFFECTIVE AS OF APRIL ____, 1993 AND SHALL EXPIRE ON APRIL ____, 199 (THE "EXPIRY" DATE). THE EXPIRY DATE SHALL BE AUTOMATICALLY EXTENDED FOR A PERIOD OF ONE (1) YEAR FROM THIS CURRENT EXPIRY DATE AND ANY FUTURE EXPIRY DATE THROUGH APRIL ____, 199 (SAID LAST RENEWAL EXPIRING ____, 199) UNLESS, AT LEAST NINETY (90) DAYS BEFORE ANY THEN CURRENT EXPIRY DATE, WE NOTIFY THE BENEFICIARY IN WRITING THAT WE HAVE DECIDED NOT TO EXTEND THIS LETTER OF CREDIT BEYOND THE SAID EXPIRY DATE. IF SUCH NOTICE IN WRITING IS GIVEN TO THE BENEFICIARY BY US THEN THE BENEFICIARY MAY DRAW NOT EARLIER THAN THIRTY (30) DAYS BEFORE SAID EXPIRY DATE AND WE UNDERTAKE TO HONOR YOUR

[CONTINUED ON THE FOLLOWING PAGE, WHICH FORMS AN INTEGRAL PART OF THIS LETTER OF CREDIT]

FY126990

HAMD260951

EXHIBIT "F"

THIS LETTER OF CREDIT BEYOND THE SAID EXPIRY DATE. IF SUCH NOTICE IN WRITING IS GIVEN TO THE BENEFICIARY BY US THEN THE BENEFICIARY MAY DRAW NOT EARLIER THAN THIRTY (30) DAYS BEFORE SAID EXPIRY DATE AND WE UNDERTAKE TO HONOR YOUR DRAFT AT SIGHT DRAWN ON US NOT EXCEEDING THE THEN OUTSTANDING VALUE OF THE LETTER OF CREDIT WHEN ACCOMPANIED BY THE FOLLOWING DOCUMENTATION:

1. A CERTIFICATE ON THE BENEFICIARY'S LETTERHEAD AND PURPORTEDLY SIGNED BY AN AUTHORIZED OFFICER OF THE BENEFICIARY'S GENERAL PARTNER STATING THAT THE BENEFICIARY'S DRAWING UNDER THIS LETTER OF CREDIT IS DUE TO RECEIPT OF NOTICE OF NON-RENEWAL AND THAT THE BENEFICIARY HAS NOT RECEIVED A REPLACEMENT LETTER OF CREDIT SATISFACTORY TO THE BENEFICIARY.

2. THE ORIGINAL OF THIS LETTER OF CREDIT AND AMENDMENTS THERETO, IF ANY, WHICH HAVE BEEN AGREED TO BY THE BENEFICIARY.

DRAFTS DRAWN HEREUNDER, WHEN ACCOMPANIED BY THE DOCUMENTATION REFERRED TO ABOVE, WILL BE HONORED IF PRESENTED TO US AT OUR OFFICE AT VETERANS DRIVE, CHARLOTTE AMALIE, ST. THOMAS, VIRGIN ISLANDS 00820, ATTENTION: _____, BEFORE THE EXPIRY DATE.

ALL DRAFTS MUST BE MARKED: "DRAWN UNDER CORESTATES FIRST PENNSYLVANIA BANK IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER _____ DATED DECEMBER _____, 1992".

THIS IRREVOCABLE STANDBY LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS, ICC PUBLICATION NO. 400 (19__ REVISION), AND WHEN NOT IN CONTRADICTION THEREOF THE LAWS OF THE UNITED STATES VIRGIN ISLANDS.

VERY TRULY YOURS,

CORESTATES FIRST PENNSYLVANIA BANK

BY: _____

TITLE: _____

BY: _____

TITLE: _____

EXHIBIT - B-2

Any unapproved modifications to the roof membrane will invalidate the warranty. Modifications can only be made by an approved Sarnafil Contractor.

Modifications to the structure, including the addition of the rear mezzanine will require the review and approval of our structural designers. We understand that Bentley A/E would be prepared to do this for a fee.

We trust the above meets with your approval.

Yours Faithfully,



Mark E. Hood
Project Quantity Surveyor

MH/kd

file:appen



HAMD260953

FY126992

EXHIBIT C

12:24

8 1 809 775 3252

BBInc. STT USVI

P.01

ITEM	ALLOWANCES BY CATEGORY		TOTAL
	ORIGINAL	EXTENSION	
ELECTRICAL	118,000 ✓	12,000	130,000
AIR CONDITIONING	152,000	0	152,000
PLUMBING	30,000 ✓	0	30,000
SPRINKLER	50,000	10,000	60,000
FINISHES	134,000	0	134,000
SLABS	125,000	25,000	150,000
TOTALS:	609,000	47,000	656,000

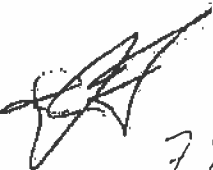
Add

20,000

Total

\$ 676,000

K. E. Hamed
3/17/93


74
HAMD260954

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COPY

**FIRST AMENDMENT
TO LEASE DATED OCTOBER 29, 1991**

WHEREAS, on October 29, 1991, United Corporation d/b/a Plaza Extra ("Tenant") and Tutu Park Limited ("Landlord") entered into a lease ("The Lease"); and

WHEREAS, the parties to The Lease have reached varying interpretations of important provisions of The Lease; and

WHEREAS, certain portions of the proposed leased premises (as defined in The Lease) were, pursuant to the terms of said lease, designed for a Kmart specification, and Tenant desires to change these specifications to provide for a supermarket use which requires modifying certain specifications such as electrical, plumbing, air conditioning, interior lighting, etc.; and

WHEREAS, Tenant wishes to obtain a release of its assignment to Landlord of rents at the United Shopping Plaza on St. Croix; and

WHEREAS, Tenant wishes to grant a leasehold mortgage on the leased premises, but requires the addition of certain clauses relating to such a mortgage;

NOW THEN, the parties agree as follows:

1. Notwithstanding any language to the contrary in the Lease, Landlord and Tenant agree that Tenant shall be permitted to construct additional building area to the Store of approximately Ten Thousand Eight Hundred Thirty-Six (10,836) square feet (herein called the "Expansion Area") located as set forth and identified on the plat plan attached hereto and made a part hereof as Exhibit "B-1". All construction to be performed to the Expansion Area and the necessary contiguous site work shall be at the expense of Tenant. Tenant has submitted to Landlord and Landlord has approved Tenant's plans and specifications for the Expansion Area ~~as set forth on Exhibit "B"~~ (the Food Store drawing by Bentley Architects and Engineers dated October 23, 1992, as revised on October 30, 1992) which includes certain changes and/or construction proposed for the common areas to accommodate said additional construction.

Tenant agrees and covenants that it shall, without cost or expense to Landlord, pay herewith to Landlord, in trust for contractors for the work performed and material supplied in the construction of the Expansion Area, the agreed sum of \$344,997.00. Landlord shall disburse said sums on the basis of percentage of completion. Landlord's determination of the percentage of completion or the quality of work shall be made solely at its discretion and may not be challenged by Tenant except in case of fraud. Tenant hereby undertakes to indemnify and hold harmless the Landlord against and from any and all costs and expenses incurred, including,

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without limitation, court costs, attorneys' fees, and any and all claims, demands, liabilities, loss, or damage suffered by Landlord due to any person or entity filing any lien against said Expansion Area, the Store, or the Shopping Center as a result of the construction of the Expansion Area. Additionally, in the event any such lien is filed, Tenant shall bond against and otherwise cause to be discharged said lien within thirty (30) days after written request by Landlord. Tenant agrees it will take no action in the performance of its construction of the Expansion Area that would create any work stoppage, picketing, labor disruption or dispute, or any interference with the business of Landlord or any tenant or occupant in the Shopping Center.

All construction of the Expansion Area will be in accordance with applicable laws, ordinances, and regulations. Landlord shall, at Tenant's cost and expense, apply for and obtain all necessary approvals for the construction of the Expansion Area required by any governmental authority. Tenant shall cooperate with Landlord in obtaining any required approvals for the extension and shall execute any reasonable document necessarily required in furtherance of such purpose.

Tenant further agrees to carry builder's risk insurance in an amount of \$1,000,000 to cover both Landlord, Scotia Bank, Balfour Beatty and Tenant as their interests may appear commencing on or before the date Tenant commences construction of the Expansion Area and terminating after all construction of the Expansion Area is complete. Tenant may meet its obligation to provide builder's risk insurance by ensuring that contractor has adequate insurance.

2. The size of the Store as set forth in the Preliminary Statement of the Lease is hereby increased from Fifty Thousand Two Hundred Fifty (50,250) square feet to Sixty-One Thousand Eighty-Six (61,086) square feet.

3. The increase to the Store area shall not affect the Fixed Rent or Percentage Rent payable pursuant to Article 2 of the Lease but shall, however, be effective for purposes of computation of all other charges set forth in the Lease, such as, but not limited to, Tenant's contribution to Common Area Maintenance Expense and Tenant's obligation to pay expenses such as insurance and real estate taxes. Tenant's obligation to contribute to Common Area Maintenance Expenses shall be limited to the costs of maintaining the outside common areas and shall not include trash removal costs (whether inside or outside). Nothing in this paragraph shall affect Tenant's rights under Section 7.04 of the Lease to elect to maintain the common areas located within Parcel A (as shown on Exhibit "A" attached hereto) and thereby avoid contributing to Common Area Maintenance Expense. Upon electing to maintain the common areas located within said Parcel A, Tenant shall maintain them to the same standard as Landlord maintains the remaining portions of the common areas. Tenant shall reimburse Landlord for the cost of water and

electric utilities used for Tenant's maintenance activities (if any).

4. The introductory paragraph of Section 4.01 of the Lease is hereby amended to read as follows:

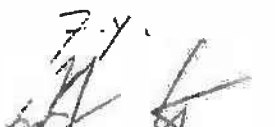
SECTION 4.01. Tenant agrees that at the fixed and percentage rents stated above, that the Leased Premises shall be used and occupied and suffered or permitted to be used and occupied only for a supermarket, which may include a supermarket, bakery, and restaurant, as well as a pharmacy, and for no other purpose without the written consent of Landlord. Tenant agrees that not less than 45,000 square feet (including warehouse space supporting a normal retail supermarket) of the Leased Premises shall be used as a supermarket at all times during the Demised Term, that it shall remain open for business during the usual hours of business of major supermarkets in St. Thomas, and that it shall at all times be fully staffed and adequately stocked for the conduct of business in accordance with the highest reasonable standards of major supermarkets in St. Thomas. Landlord agrees not to unreasonably withhold its consent for a change in use of those parts of the Leased Premises in excess of said 45,000 square feet, provided as follows:

The remainder of Section 4.01 shall continue in full force and effect.

5. Section 10.03 of the Lease is hereby amended to read as follows:

SECTION 10.03 All policies of insurance provided for under this Article shall name Landlord, Tenant, any Landlord's Mortgagees (as hereinafter defined), and any Tenant's lender (as defined in Section 26.02 below) as insureds as their interests may appear with a mortgagee clause, subject in all respects to the terms of this Lease with respect to the disbursement of proceeds, except that it is not required that Tenant or any Tenant's lender be named on Landlord's insurance policies pursuant to Section 10.01(C) above. The interests of any Tenant's lender shall be solely derivative of the interests of Tenant. All such policies shall provide that any loss shall be payable in accordance with the provisions of and for the purposes set forth in this Article. Each such policy shall contain (if obtainable) a provision that no act or omission of Tenant shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained and agreement by the insurer that such policy shall not be cancelled without at least twenty (20) days prior written notice to Landlord and the first Landlord's Mortgagee.

6. Section 11.03 of the Lease is hereby amended to read as follows:


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SECTION 11.03 The entire award, settlement or payment (collectively, the "award") resulting from a total taking or a partial taking which results in a termination of this Lease (including the net proceeds of the sale of any portion of the Demised Premises that is not taken and any award to compensate for severance damage suffered by the same) shall be shared by Landlord and Tenant in direct proportion to their respective costs in building the demised premises (e.g., cost of building shell vs. cost of building interior), provided, however, if an award is made by the condemnation court separately with respect to the Expansion Area (as defined in paragraph 1 above of this Lease Amendment) or any part thereof, Tenant and Tenant's lender, as their interests may appear, shall jointly share only in that part of such separate award as bears the same proportion to such entire separate award as the number of whole Lease Years remaining from the date of taking to the end of the third Renewal Period (as defined in Section 1.03 above) bears to 40 years (which is the total of the 25-year Demised Term plus the three five-year Renewal Periods). Tenant shall, however, be entitled to file a separate claim in the condemnation proceedings for such awards as may be allowed for trade fixtures, moving expenses, loss of business, loss of "good will", depreciation or injury to and cost of removal of stock in trade, equipment, furniture and furnishings, but only if such awards shall be made by the condemnation court separately and in addition to, and shall not result in a reduction of, the award made by it to Landlord for the Leased Premises which were so taken.

Notwithstanding anything in this Section 11.03, if any condemnation provision of Landlord's master lease is inconsistent with Section 11.03 herein, the provision of the master lease shall prevail.

7. Section 26.02 of the Lease is hereby amended to read as follows:

SECTION 26.02 Tenant's Encumbrance of Leasehold Estate. Subject to paragraph (D) of Section 26.01 above, Tenant may, from time to time during the Demised Term without Landlord's consent, encumber to any bank or financial institution (herein called "lender"), by mortgage or other security instrument, Tenant's leasehold estate in the Leased Premises, its interest in the Store, any improvements in the Store, and its interest in this Lease, or any part thereof, to secure a loan to Tenant the proceeds of which are used for permitted Tenant's Alterations or for inventory, furniture, fixtures or equipment to be used on or installed in the Leased Premises, or for working capital for the operation of Tenant's business on the Leased Premises, provided that such encumbrance shall be subject to the following terms and conditions:

(A) Notice by Lender to Landlord. The mortgage or other

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HAMD260959

security instrument shall require the lender to mail a copy of any written notice of default and a copy of any notice of sale under the mortgage or security instrument to Landlord at its address for notices provided for in this Lease.

(B) Notice by Landlord to Lender. Landlord shall mail to any lender who requests it in writing, a copy of any notices Landlord may from time to time give to Lessee pursuant to or relating to this Lease. Tenant shall at all times keep Landlord informed in writing of the name and mailing address in St. Thomas of the lender and any changes in the lender's mailing address. Any notice required to be given to the lender by Landlord shall be deemed duly given when delivered to the lender's principal office in St. Thomas or deposited in the United States mail, first class postage prepaid, addressed to lender at its last mailing address furnished in writing to Landlord by the lender or Tenant.

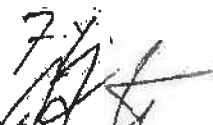
(C) No Modification Without Lender's Consent. If Tenant encumbers its leasehold estate pursuant to this Section 26.02, Landlord and Tenant agree that they will not modify this Lease as now amended in any way or cancel this Lease by mutual agreement without the written consent of the lender having such encumbrance.

(D) Rights of Lender to Cure Defaults. If Tenant encumbers its leasehold estate pursuant to this Section 26.02, the lender having such encumbrance shall have the right during the Demised Term and the existence of such encumbrance to do any act or thing required of Tenant under this Lease, and any such act or thing done and performed by the lender shall be as effective to prevent a termination of Tenant's rights under this Lease as if done by Tenant. After giving written notice to the lender as required in paragraph (B) above, Landlord shall afford the lender the opportunity:

(1) To cure the breach or default within thirty (30) days after service of notice of default by Landlord on the lender where the default can be cured by the payment of money to Landlord or some other person; or

(2) To cure the breach or default within sixty (60) days after service of notice of default by Landlord on the lender where the breach or default must be cured by something other than the payment of money and can be cured within that time; or

(3) To cure the breach or default in such reasonable time as may be required where the breach or default must be cured by


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something other than the payment of money that cannot be completed within sixty (60) days, provided that the acts to cure the breach or default are commenced within sixty (60) days after service of notice of default by Landlord on the lender and are thereafter diligently continued by the lender.

(E) Rights and Obligations of Lender on Foreclosure. If Tenant encumbers its leasehold estate pursuant to this Section 26.02, the lender having such encumbrance may forestall termination of this Lease by Lessor by commencing proceedings to foreclose its encumbrance on the leasehold estate provided that:

(1) The foreclosure proceedings are commenced with sixty (60) days after service by Landlord on the lender of the notice required by subparagraph (B) above; and

(2) After having been commenced, the foreclosure proceedings are diligently pursued to completion by the lender in the manner required by law; and

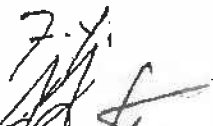
(3) The lender keeps and performs, or causes to be kept and performed, all of the terms, covenants, and conditions of this Lease as amended, including but not limited to those requiring payment or expenditure of money and those relating to the conduct of Tenant's business, until the foreclosure proceedings are completed by conveyance of the leasehold estate to the lender or a purchaser at a foreclosure sale or are discharged by payment or redemption.

(F) Assignment Without Consent on Foreclosure. Consent of Landlord shall not be required for transfer of Tenant's leasehold interest under this Lease:

(1) To a purchaser at a foreclosure sale of an encumbrance created by Tenant pursuant to this Section 26.02; or

(2) To a purchaser from the lender after foreclosure where the lender was the purchaser at the foreclosure sale.

(G) New Lease to Lender. If the lender has purchased the leasehold interest of Tenant at foreclosure sale and has complied with the requirements of paragraph (E) above, on written request from the lender within thirty (30) days after completion of the foreclosure proceedings by conveyance of the leasehold estate to the lender, Landlord agrees to execute


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a new lease for the Leased Premises to the lender as tenant, provided:

(1) The new lease is a term ending on the same date the Demised Term would have ended under this Lease, provides for the payment of rent and other charges at the same rate that would have been payable under this Lease during the remainder of the Demised Term, and contains the same terms, covenants, conditions, and provisions as contained in this Lease.

(2) The lender, upon execution of the new lease by Landlord, shall pay any and all sums that would have been due under this Lease at the time of the execution and shall otherwise fully remedy any other defaults under or breaches of this Lease by Tenant.

(3) The lender, upon execution of the new lease by Landlord, shall pay all reasonable costs and expenses, including attorneys' fees and court costs, incurred by Landlord as a result of defaults under or breaches of this Lease by Tenant.

(H) No Merger of Estates. If Tenant encumbers its leasehold estate pursuant to this Section 26.02, without the written consent of the lender during the existence of the encumbrance, there shall be no merger of the leasehold estate created by this Lease and the fee estate or the Landlord's leasehold estate under the Prior Lease merely because both estates have been acquired or become vested in the same person or entity.

8. The shell and outside areas of the leased premises shall be built as shown on the plans attached hereto as Exhibit "B" (i.e. to K-mart specification) and the cost shall be borne by Landlord except for the added cost of the footers as set forth in 9 below, the credit set forth in 10 below, and the cost of the extension as set forth in Paragraph 1 above. The shell includes, without limitation, those items listed in Appendix A of Balfour Beatty's letter dated March 11, 1993 (attached hereto as Exhibit B-2). Additionally, a grease trap line will be stubbed and capped inside the rear of the building. The interior items on exhibit "~~B~~" are designated as Tenant improvements and Tenant shall bear the costs of all interior improvements as well as the exterior costs associated with installation of tenant's HVAC system. Any exterior improvements shown on Exhibit E that are not part of Exhibit B will not be provided by Landlord unless Landlord elects to provide same. (E.g., Exhibit E shows a building with downspouts and guards to protect the downspouts. Exhibit B shows downspouts only. Landlord's obligation is to provide downspouts only; however, Landlord may elect to provide guards if it so desires.)

9. Tenant agrees to pay \$5,500.00 for the strengthening of the mezzanine

footers, herewith.

10. Tenant agrees that the side and rear wall of the premises need not be finished to Kmart specifications, but instead shall be smoothed and painted at an approximate savings of \$20,000.00, which shall be credited to the benefit of Landlord.

11. The plans for a full Supermarket store including the electrical, plumbing, and HVAC system by Bentley Architects and Engineers are attached hereto as exhibit "E".

12. Tenant shall accept a credit of \$676,000 from Landlord as and for full satisfaction of Landlord's duty to construct the interior to K/Mart specifications. These items represent a credit if not built of \$676,000. These costs are allocated per Exhibit "C" which is a Balfour Beatty breakdown by category.

By accepting said credit Tenant agrees to complete at its sole cost the interior of said Supermarket according to the plans set forth on exhibit "E". If Tenant has to support any equipment with the building shell or has to modify in any fashion the structure of the building and such modification could affect the strength or integrity of said building Shell then Tenant shall be required to have the prior approval of Landlord before taking said action. Landlord shall pay said \$676,000 when (1) Tenant shall have completed its construction; (2) Scotia Bank's inspector authorizes said disbursement, which authorization shall not be unreasonably withheld; and (3) occupancy permits are issued by the Government. Landlord shall be responsible for arranging for Scotia Bank's inspector to visit the site. Scotia Bank's authorization will be issued on the same terms imposed upon Landlord to obtain release of construction funds to Landlord in other areas of the Tutu Park Mall.

13. To resolve the issue regarding when Tenant shall commence paying rent, it is agreed that rent will commence on November 1, 1993 or the first day tenant opens for business which ever is earliest. Open for business shall mean when Tenant makes any sales from the premises.

14. Tenant shall provide a letter of credit in the sum of \$500,000 to Landlord in exchange for which Landlord shall cancel the assignment of rents at the United Shopping Plaza on St. Croix. It is expressly intended by the parties that the letter of credit shall be substitute security for the assignment of rents and may only be drawn upon under the same circumstances and conditions that would permit Landlord to accept rents under said assignment. The form of said letter of credit is attached hereto as Exhibit "F" and will be executed in herewith. ~~Landlord shall work in good faith to obtain approval from its mortgage lender of modifications to the Letter of Credit as may be required by Tenant's bank.~~


HAMD260963

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15. In addition to the other credits provided herein, Landlord will provide a credit of \$6,500 in lieu of providing the concrete pour of the front mezzanine and building the steps to the front mezzanine.

16. Landlord will build the front mezzanine (except for the concrete pour and steps), doorway and canopy at its cost. Landlord will give tenant a credit of \$5,000 towards a concrete pump to perform the concrete pour of the floor and the mezzanine.

17. The floor will be leveled to 4" below slab grade at Landlord's expense on or before April 10, 1993.

18. Landlord has provided a building permit for the construction of the building shell, the parking lot, loading bays and all other exterior construction, including but not limited to, site, grading, surfacing, drainage, etc. Tenant shall be responsible for all further permits required to finish the building, however, Landlord will provide assistance in obtaining any permit for Tenant's subcontractors if the need arises.

19. The consideration for this first amendment to The Lease shall be: the compromise of the various contractual interpretation disputes that have arisen between the parties; the exchange of cash and/or credits as reflected in this first amendment; and the execution of this first amendment with the corresponding alterations in rights and liabilities reflected thereto.

20. The parties acknowledge that this first amendment has been drafted and negotiated with the assistance and advice of legal counsel.

21. All defined terms used herein shall have the same meaning ascribed thereto in The Lease unless alternative definitions are herein provided.

22. Pursuant to the loan agreement between Landlord and Scotia Bank, this Lease Amendment is subject to approval by Scotia Bank.

Except as herein specifically modified, supplemented and amended, all of the terms, covenants, and conditions of the Lease shall remain in full force and effect and, together with the terms and conditions of this Lease Amendment, shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and permitted assigns, respectively, of Landlord and Tenant.

7.4.
HAMD260964

First Amendment to Lease Dated October 29, 1991
Page 10

Date April 13, 1993

Handwritten initials and signature

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease Amendment to be signed on the day and year first above written.

ATTEST:

TUTU PARK LIMITED, Landlord
By P.I.D., Inc., General Partner

Handwritten signature
Secretary

Handwritten signature
John F. Foster, President

UNITED CORPORATION d/b/a PLAZA
EXTRA, Tenant

Handwritten signature
Assistant Secretary president

Handwritten signature
Fathi Yusuf, Treasurer

APPROVED: 5/4/93

Handwritten signature
SCOTIA BANK HUGH KENT

PE337

EXHIBIT LIST TO FIRST AMENDMENT TO LEASE DATED OCTOBER 29, 1991

Exhibit A: Drawing showing parcel A

Exhibit B-1: Drawing showing expansion area

Exhibit B-2: Letter dated March 11, 1993 from Balfour Beatty to Tutu Park Limited with attached appendix A and drawings PS, 1A, PA1, PA2, PA2.1, PA4, PA5, PA6, PA7, PA8, PA10, E-6

Exhibit C: List of allowances

Exhibit D: Omitted

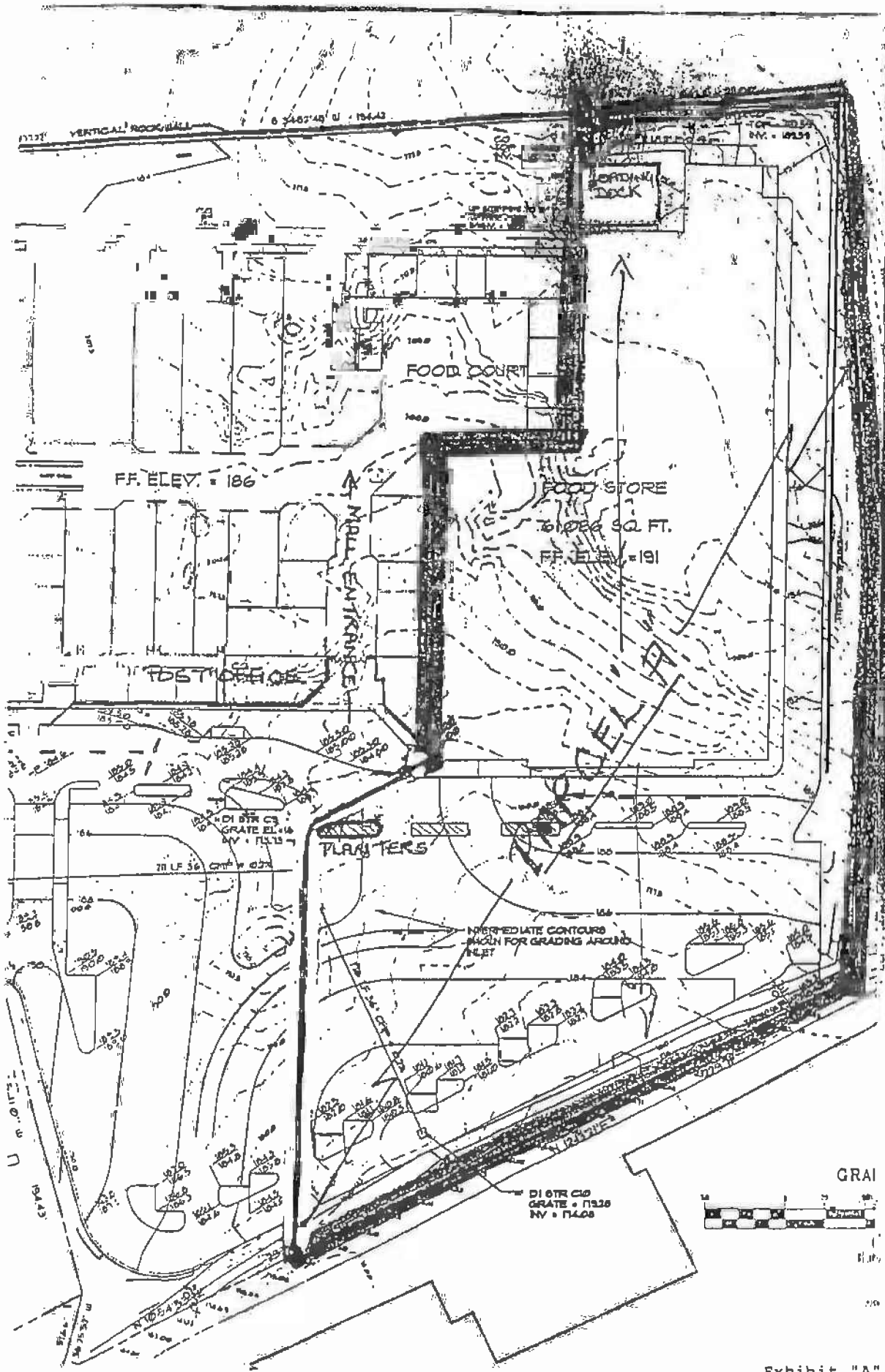
Exhibit E: Bentley drawings PA1, PA1.1, PA2, PA2.1, PA3, PA4, PA5, PA6, PA7, PA8, PA9, PA10, PA11, PS1, PS1A, PS2, PS3, PS4, PP1, PP2, PP3, PP4, PP5, PP6, PM1, PM2, PM3, PM4, PM5, PE1, PE2, PE3, PE4, PE5, PE6, PE7, PE8 (all as shown on cover sheet PCS (without revision)).

Exhibit F: Letter of credit



Handwritten signature and initials, possibly 'F.Y.' and a star-like mark.

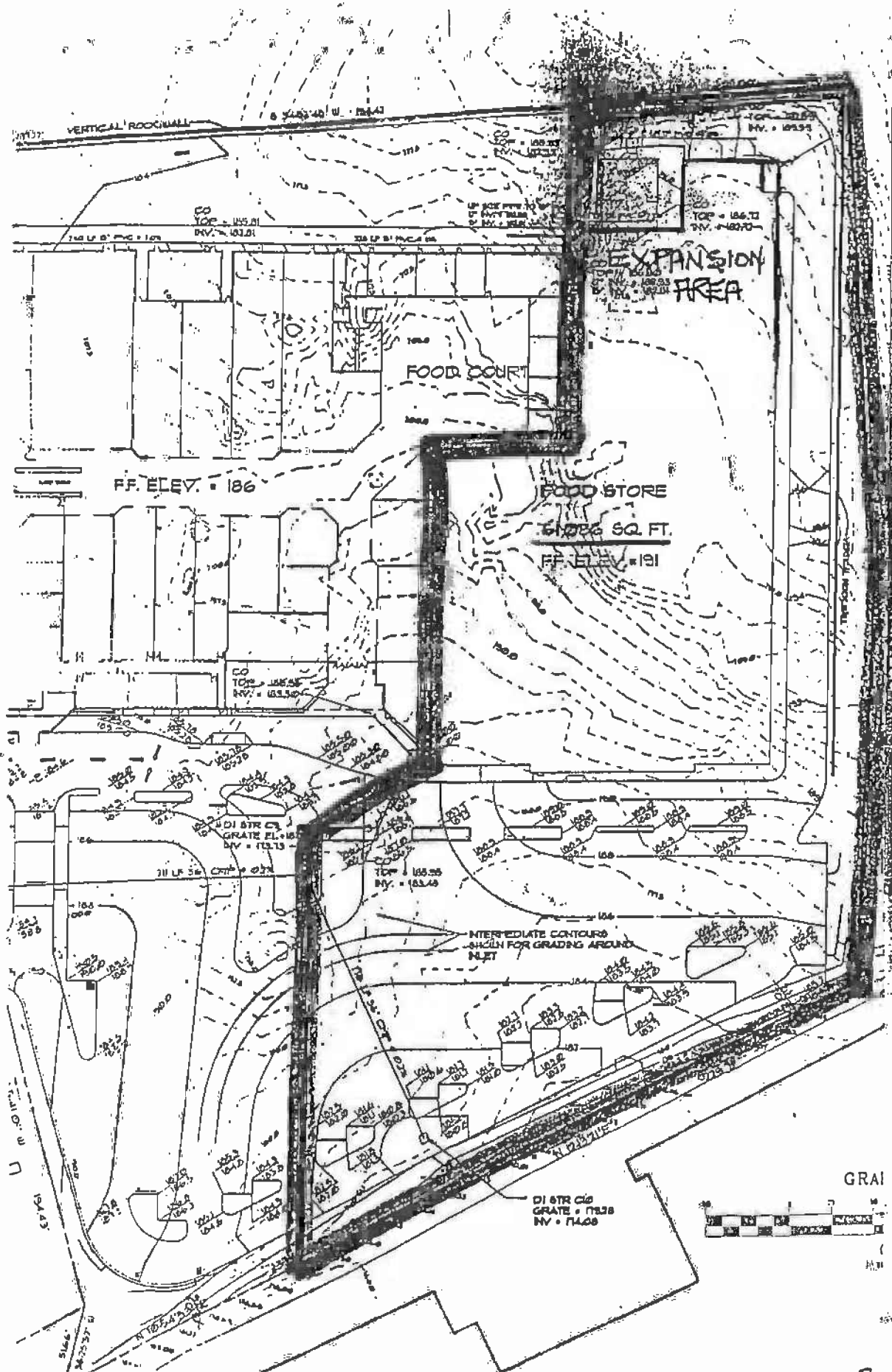
PE338



PE339

Exhibit "A"

HAMD260967 *Handwritten initials*



PE340

Exhibit B-1

HAMD260968

Handwritten signature

EXHIBIT - B-2

Any unapproved modifications to the roof membrane will invalidate the warranty. Modifications can only be made by an approved Sarnafil Contractor.

Modifications to the structure, including the addition of the rear mezzanine will require the review and approval of our structural designers. We understand that Bentley A/E would be prepared to do this for a fee.

We trust the above meets with your approval.

Yours Faithfully,



Mark E. Hood
Project Quantity Surveyor

MH/kd

file:appen

PE341



HAMD260969

EXHIBIT-B-2

Appendix A

FOOD STORE SHELL - DEFINITION

- 1 Excavation, compaction and backfill for building and front mezzanine footings.
- 2 Rough Grading of slab area to remain as is.
- 3 Building and front mezzanine foundations.
- 4 Loading dock with box outs for dock levelers.
- 5 Exterior Truck and compactor pads, bollards.
- 6 12" C.M.U. Reinforced exterior Walls (No interior finish), control joints.
- 7 Structural Steel, joints and metal deck, front mezzanine framing (excluding stairs)
- 8 Concrete slabs and floors excluded.
- 9 Flat Roofing including insulation (R=11.88) Gutters, downspouts, flashing and roof hatch. No other penetrations
- 10 Interior Finish - None.
- 11 Exterior Doors and Windows
- 12 Exterior finish
- 13 Entrance framing and metal roofing
- 14 Plumbing: Sanitary and cold water line stubbed and capped inside rear of building
- 15 Fire Protection - Main stubbed and capped 5 feet inside wall at rear of building
- 16 Electrical - Primary service, trans closures, secondary to switchgear and switchgear
- 17 Air Conditioning and Ventilation - None

PE342

HAMD260970



EXHIBIT - B2

Balfour Beatty

Your ref

Our ref

Date

March 11, 1993

Balfour Beatty, Inc.

4010 Estate

Charlotte Amalie

St. Thomas, USVI 00802

Telephone (809)

Facsimile (809)

Tutu Park Limited
#4010 Estate Charlotte Amalie
St. Thomas, USVI 00802

ATTN: John Foster

RE: Foodstore

Dear John,

We detail below the current status of the Foodstore construction. Reference is made to the following Architectural and Structural drawings used for illustration purposes.

PS 1A, PA1, PA2, PA2.1, PA4, PA5, PA6, PA7, PA8, PA10, E-6.

As of March 8, 1993 we are now required to complete the Foodstore shell as defined herein (Appendix A). The above drawings are marked up in yellow and green to define the scope of the shell works. The areas marked up in green will be the subject of separate credit should you require us not to carry out these works to the entrance.

The Foodstore interior fit-out works included in our base contract is now to be omitted from our scope of works, in consideration of this omission the credit for the fit out works is \$676,000.

Please note that Plaza Extra have enhanced the design of the Foodstore in accordance with the 'P' drawing issue. No account has been taken of this work above.

Please be aware of the following:

The rough grading within the building will remain as it is currently.

file: appen

PE343

HAND 260971

EXHIBIT "C"

12:24

2 1 989 775 3:

SB Inc. STT USUI

ITEM	ALLOWANCES BY CATEGORY		TOTAL
	ORIGINAL	EXTENSION	
ELECTRICAL	118,000	12,000	130,000
AIR CONDITIONING	152,000	0	152,000
PLUMBING	30,000	0	30,000
SPRINKLER	50,000	10,000	60,000
FINISHES	134,000	0	134,000
SLABS	125,000	25,000	150,000
TOTALS:	609,000	47,000	656,000

Add
20,000

Total \$ 676,000

676,000
3/1/71


HAMD260972

PE344

EXHIBIT

CORESTATES FIRST PENNSYLVANIA BANK
VETERANS DRIVE
CHARLOTTE AMALIE, ST. THOMAS, VIRGIN ISLANDS

APRIL __, 1993

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER _____

BENEFICIARY

TUTU PARK LIMITED
NO. 10 EST. CHARLOTTE AMALIE
ST. THOMAS, U.S.V.I. 00820
ATTN: WILLIAM L. MAHAFFEY

ACCOUNT PARTY

UNITED CORPORATION
4 C & D SION FARM
CHRISTIANSTED
ST. CROIX, U.S.V.I. 00820

GENTLEMEN:

WE HEREBY ISSUE OUR IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER _____
IN FAVOR OF TUTU PARK LIMITED, A VIRGIN ISLANDS LIMITED PARTNERSHIP, FOR THE ACCOUNT OF UNITED CORPORATION, A VIRGIN ISLANDS CORPORATION D/B/A PLAZA EXTRA, UP TO AN AGGREGATE AMOUNT OF FIVE HUNDRED THOUSAND UNITED STATES DOLLARS (US\$500,000.00)

WE UNDERTAKE TO HONOR FROM TIME TO TIME YOUR DRAFT OR DRAFTS A SIGHT DRAWN UPON US NOT EXCEEDING THE AGGREGATE OF US\$500,000. WHEN ACCOMPANIED BY THE FOLLOWING DOCUMENTATION:

A CERTIFICATE ON THE BENEFICIARY'S LETTERHEAD AND PURPORTEDLY SIGNED BY AN AUTHORIZED OFFICER OF P.I.D. INC., THE BENEFICIARY'S GENERAL PARTNER, STATING THAT UNITED CORPORATION IS IN DEFAULT UNDER THE TERMS OF THAT CERTAIN LEASE DATED OCTOBER 29, 1991 AS AMENDED APRIL __, 1993 BETWEEN UNITED CORPORATION AND THE BENEFICIARY TO WHICH THE FORM OF THIS LETTER OF CREDIT IS ATTACHED AS EXHIBIT "F" AND THE BENEFICIARY HAS GIVEN SUCH NOTICE OF DEFAULT TO UNITED CORPORATION AS IS REQUIRED UNDER SAID LEASE AS AMENDED, AND SUCH DEFAULT IS CONTINUING BEYOND ANY APPLICABLE CURE PERIOD.

THIS LETTER OF CREDIT IS EFFECTIVE AS OF APRIL __, 1993 AND SHALL EXPIRE ON APRIL __, 199 (THE "EXPIRY" DATE). THE EXPIRY DATE SHALL BE AUTOMATICALLY EXTENDED FOR A PERIOD OF ONE (1) YEAR FROM THIS CURRENT EXPIRY DATE AND ANY FUTURE EXPIRY THROUGH APRIL __, 199 (SAID LAST RENEWAL EXPIRING APRIL __, 199) UNLESS, AT LEAST NINETY (90) DAYS BEFORE ANY THEN RENEWAL EXPIRY DATE, WE NOTIFY THE BENEFICIARY IN WRITING THAT WE HAVE DECIDED NOT TO EXTEND THIS LETTER OF CREDIT BEYOND THE SAID EXPIRY DATE. IF SUCH NOTICE IN WRITING IS GIVEN TO THE BENEFICIARY BY US THEN THE BENEFICIARY MAY DRAW NOT EARLIER THAN THIRTY (30) DAYS BEFORE SAID EXPIRY DATE AND WE UNDERTAKE TO HONOR YOUR

[CONTINUED ON THE FOLLOWING PAGE, WHICH FORMS AN INTEGRAL PART OF THIS LETTER OF CREDIT]

HAMD260973

PF345

Ext:BIT."F"

THIS LETTER OF CREDIT BEYOND THE SAID EXPIRY DATE. IF SUCH NOTICE IN WRITING IS GIVEN TO THE BENEFICIARY BY US THEN THE BENEFICIARY MAY DRAW NOT EARLIER THAN THIRTY (30) DAYS BEFORE SAID EXPIRY DATE AND WE UNDERTAKE TO HONOR YOUR DRAFT AT SIGHT DRAWN ON US NOT EXCEEDING THE THEN OUTSTANDING VALUE OF THE LETTER OF CREDIT WHEN ACCOMPANIED BY THE FOLLOWING DOCUMENTATION:

1. A CERTIFICATE ON THE BENEFICIARY'S LETTERHEAD AND PURPORTEDLY SIGNED BY AN AUTHORIZED OFFICER OF THE BENEFICIARY'S GENERAL PARTNER STATING THAT THE BENEFICIARY'S DRAWING UNDER THIS LETTER OF CREDIT IS DUE TO RECEIPT OF NOTICE OF NON-RENEWAL AND THAT THE BENEFICIARY HAS NOT RECEIVED A REPLACEMENT LETTER OF CREDIT SATISFACTORY TO THE BENEFICIARY.

2. THE ORIGINAL OF THIS LETTER OF CREDIT AND AMENDMENTS THERETO, IF ANY, WHICH HAVE BEEN AGREED TO BY THE BENEFICIARY.

DRAFTS DRAWN HEREUNDER, WHEN ACCOMPANIED BY THE DOCUMENTATION REFERRED TO ABOVE, WILL BE HONORED IF PRESENTED TO US AT OUR OFFICE AT VETERANS DRIVE, CHARLOTTE AMALIE, ST. THOMAS, VIRGIN ISLANDS 00820, ATTENTION: _____, BEFORE THE EXPIRY DATE.

ALL DRAFTS MUST BE MARKED: "DRAWN UNDER CORESTATES FIRST PENNSYLVANIA BANK IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER _____ DATED DECEMBER _____, 1992".

THIS IRREVOCABLE STANDBY LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS, ICC PUBLICATION NO. 400 (19__ REVISION), AND WHEN NOT IN CONTRADICTION THEREOF THE LAWS OF THE UNITED STATES VIRGIN ISLANDS.

VERY TRULY YOURS,

CORESTATES FIRST PENNSYLVANIA BANK

BY: _____

TITLE: _____

BY: _____

TITLE: _____


HAMD260974

Portfolio Total: \$43,914,260.04

Summary

Investment Accounts	Select Action	Total Account Value
Corporation (CP) PSF-001422	Select Action	\$2,731.87
Corporation (CP) PSF-002763	Select Action	\$7,396,885.18
Corporation (CP) PSP-055360	Select Action	\$10,371,339.36
Corporation (CP) PSP-055379	Select Action	\$10,427,583.50
Corporation (CP) PSV-004901	Select Action	\$4,391,461.90
Corporation (CP) PSV-004910	Select Action	\$4,303,966.18
Corporation (CP) PSV-004928	Select Action	\$2,769,787.80
Corporation (CP) PSV-004936	Select Action	\$4,250,504.25
PORTFOLIO TOTAL		\$43,914,260.04

Edit Account Name(s)

Brokerage account values and totals reported as of Jan-18-2013. ↕

Brokerage services are offered through Popular Securities, Inc., registered "broker/dealer", member FINRA & SIPC. Popular Securities, Inc., is a subsidiary of Popular, Inc., and is affiliated with Banco Popular de Puerto Rico. Popular, Inc. and Banco Popular de Puerto Rico are not registered "broker/dealers". INVESTMENT PRODUCTS ARE NOT FDIC INSURED-MAY LOOSE VALUE-NOT BANK GUARANTEED.

A powerful on experience is

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1. New and Impr
 2. Quick access
 3. New customiz
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GO PAPERLE: 5 easy steps:

1. Select Account
2. Add email add
3. Update Docur (under Account
4. Save Edits
5. Read and con

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User List

View Users By

User First Name

User Last Name

Login ID

Email

User Status

Active

Change Status

All

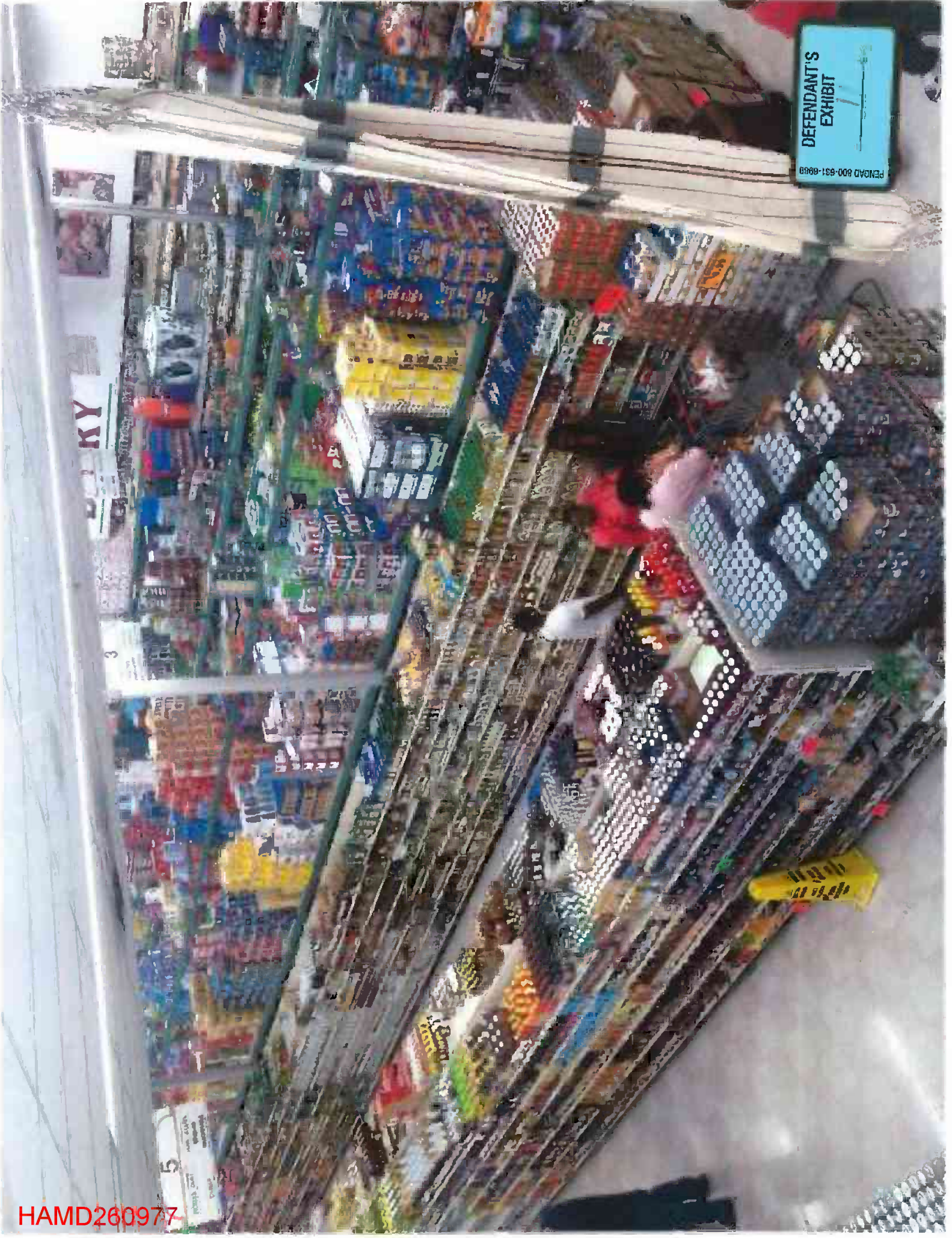


Viewing 1 - 7 of 7 Items

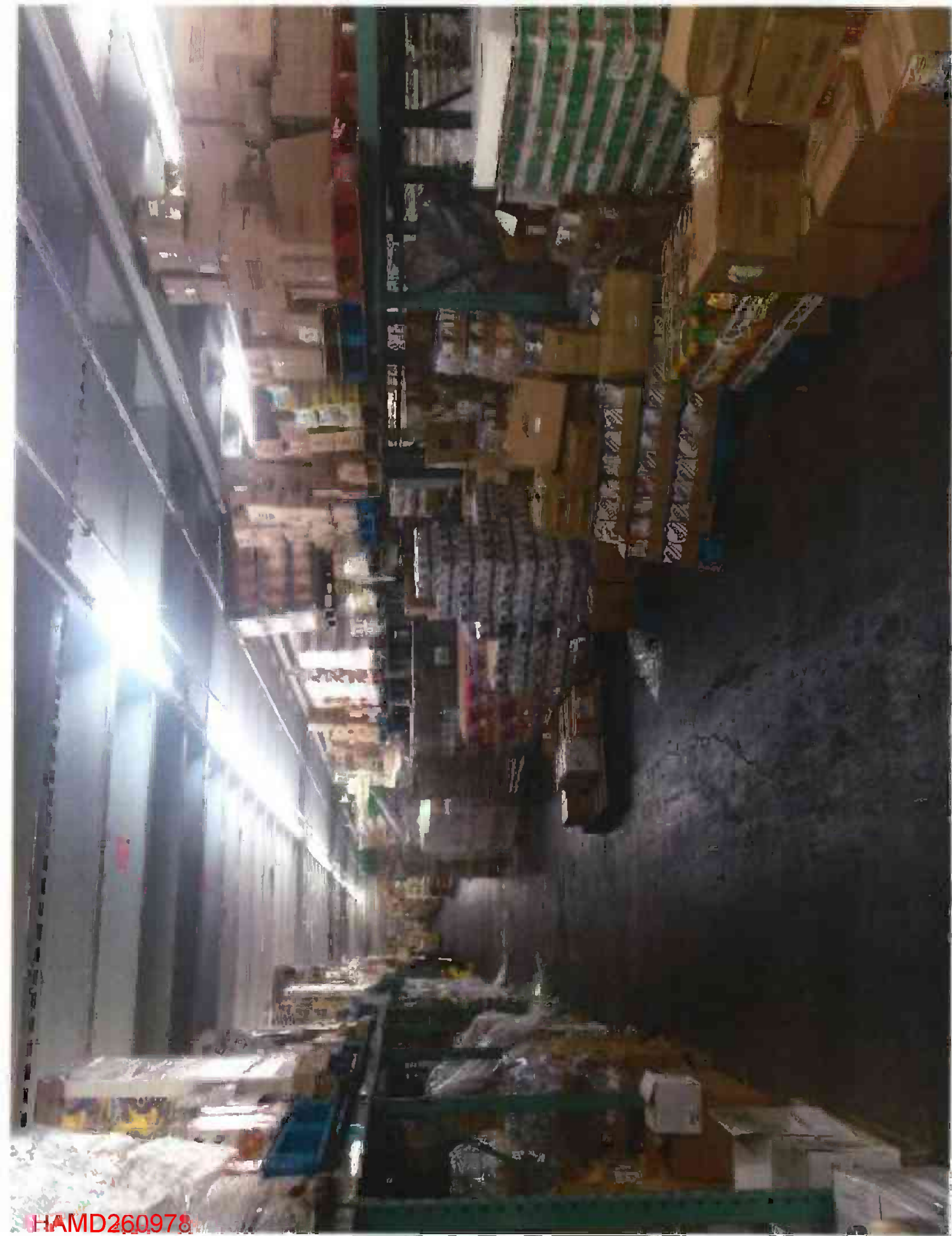
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united01	<u>Hisham Hamed</u>	Company Administration, Information Reporting	Active	Change Accepted	No	united05
united03	<u>Maher Yusuf</u>	Company Administration, Information Reporting	Active	Change Accepted	Yes	BNS Representative
margie1234	<u>Margaret Soeffing</u>	Information Reporting	Active	Change Accepted	No	united05
united02	<u>Myra Senhouse</u>	Information Reporting	Active	Change Accepted	No	united05
united04	<u>Wadda Charriez</u>	Information Reporting	Active	Change Accepted	No	united05
plaza001	<u>Waheed Hamed</u>	Information Reporting	Active	Change Accepted	No	united05
united05	<u>Yusuf Yusuf</u>	Company Administration, Information Reporting	Active	Change Accepted	Yes	BNS Representative



DEFENDANT'S EXHIBIT
PENAGAD 600-631-8909



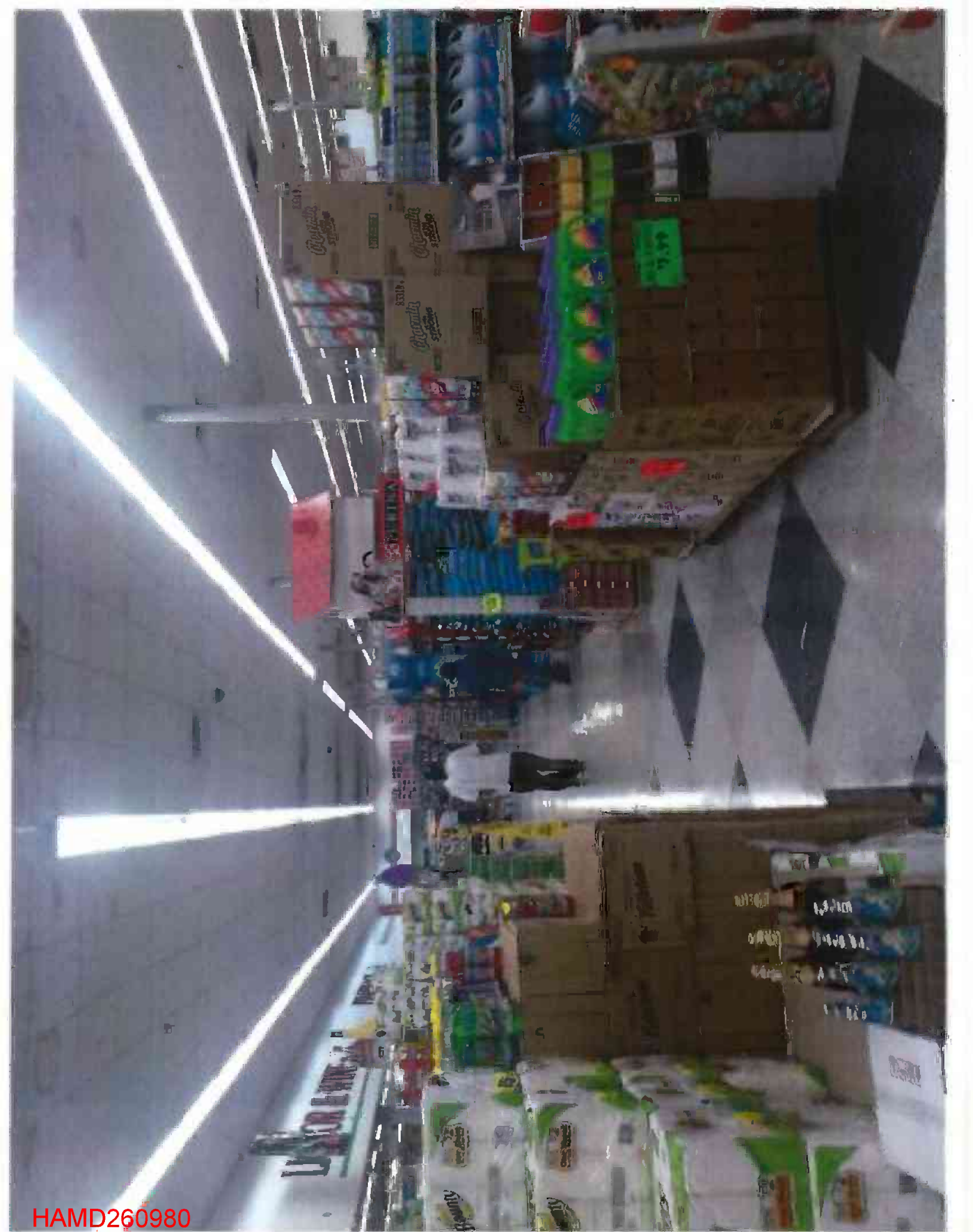
HAMD260977



HAMD260978



HAMD260979



HAMD260980

1/24/13 at 11:07:32.35

United Corporation - STT NEW
Aged Payables
As of Jan 31, 2013

Filter Criteria includes: 1) Includes Drop Shipments. Report order is by ID. Report is printed in Detail Format.

Vendor ID Vendor Contact Telephone 1	Invoice/CM #	0 - 30	31 - 60	61 - 90	Over 90 days	Amount Due
						-22.99
ALTAGRACIA	01012013	-22.99				1,239.06
ALTAGRACIA SANCHEZ	592414	1,239.06				551.58
ALTAGRACIA SANCHEZ	592415	551.58				221.13
340-514-3015	592417	221.13				561.64
	592418	561.64				208.58
	592419	208.58				
ALTAGRACIA		2,759.00				2,759.00
ALTAGRACIA SANCHE						
AP PURATOS	10093129			159.90		159.90
AP PURATOS	10093909		2,876.35			2,876.35
305-635-0845						
AP PURATOS			2,876.35	159.90		3,036.25
AP PURATOS						
B FERNADEZ	2622614				2,798.70	2,798.70
B FERNADEZ & HNOS	2631844				30.50	30.50
	2631857				2,433.13	2,433.13
B FERNADEZ					5,262.33	5,262.33
B FERNADEZ & HNOS						
BANCO POPULAR(6262)	01012013	3,363.72				3,363.72
BANCO POPULAR						
BANCO POPULAR(6262)		3,363.72				3,363.72
BANCO POPULAR						
BELLOWS INTERNATIO	316772	5,453.05				5,453.05
BELLOWS INTERNATIO	316885	45,017.28				45,017.28
PHILLP WADE	317113	2,415.95				2,415.95
340-774-1492	317633	831.90				831.90
	317645	9,399.10				9,399.10
	317841	72.00				72.00
	318118	2,704.23				2,704.23
BELLOWS INTERNATIO		65,893.51				65,893.51
BELLOWS INTERNATIO						



1/24/13 at 11:07:32.36

United Corporation - STT NEW
Aged Payables
As of Jan 31, 2013

Filter Criteria Includes: 1) Includes Drop Shipments. Report order is by ID. Report is printed in Detail Format.

Vendor ID	Invoice/CM #	0 - 30	31 - 60	61 - 90	Over 90 days	Amount Due
Vendor Contact Telephone 1						
BLUE OCEAN TRADING	113010	10,833.18				10,833.18
BLUE OCEAN TRADING	113016	1,692.15				1,692.15
JAVIER BRAVO	113022	3,947.70				3,947.70
787-722-5996	113062	3,406.57				3,406.57
	113061	915.82				915.82
						20,795.42
BLUE OCEAN TRADING		20,795.42				
BLUE OCEAN TRADING						
CARIB MANAGEMENT	50401	73.98				73.98
CARIB. MANAG. ISLAND	50400	108.45				108.45
	50828	178.92				178.92
340-776-0043	50827	70.17				70.17
	51267	73.98				73.98
	R56754	174.65				174.65
						680.15
CARIB MANAGEMENT		680.15				
CARIB. MANAG. ISLAN						
CARIBBEAN FOOD	12646	1,621.78				1,621.78
CARIBBEAN FOOD SER	12647	1,616.53				1,616.53
HOWARD	12707	114.99				114.99
340-775-1100	12748	154.83				154.83
	60993	618.75				618.75
	12905	1,264.58				1,264.58
	12904	1,305.43				1,305.43
	13172	1,090.49				1,090.49
	13171	1,119.76				1,119.76
	13256	1,097.80				1,097.80
						10,004.94
CARIBBEAN FOOD		10,004.94				
CARIBBEAN FOOD SER						
CARIBBEAN HEALTHW	145410	589.43				589.43
CARIBBEAN HEALTHW	145415	1,024.84				1,024.84
HUBERT KING	145437	696.12				696.12
340-776-5552						
						2,310.39
CARIBBEAN HEALTHW		2,310.39				
CARIBBEAN HEALTHW						
CARIBBEAN TRADING	0708117	1,113.50				1,113.50
CARIBBEAN TRADING I	0708116	1,909.05				1,909.05
	0708142	1,574.39				1,574.39
340-514-2721	0708168	2,076.33				2,076.33
						6,673.27
CARIBBEAN TRADING		6,673.27				
CARIBBEAN TRADING I						

HAMD260982

1/24/13 at 11:07:32.30

United Corporation - STT NEW
Aged Payables
As of Jan 31, 2013

Filter Criteria Includes: 1) Includes Drop Shipments. Report order is by ID. Report is printed in Detail Format.

Vendor ID Vendor Contact Telephone 1	Invoice/CM #	0 - 30	31 - 60	61 - 90	Over 90 days	Amount Due
						609.69
CC ONE CC ONE VIRGIN ISLAND	0000100292	609.69				609.69
340-774-2308						609.69
CC ONE CC ONE VIRGIN ISLAN		609.69				609.69
CHALLENGER TRUCK CHALLENGER'S TRUCK OWEN CHALLENGER 340-776-4076	50178 50309 50340 50187 50321 20321 50189 50254 50257 50256 50490 50384 50258 50259 50503 50511 50510 50367 50404 50524 50413 50262	125.00 125.00 125.00 125.00 125.00 125.00 125.00 75.00 75.00 75.00 125.00 125.00 75.00 75.00 250.00 125.00 125.00 75.00 125.00 250.00 125.00 125.00 75.00				125.00 125.00 125.00 125.00 125.00 125.00 75.00 75.00 75.00 125.00 125.00 75.00 75.00 250.00 125.00 125.00 75.00 125.00 250.00 125.00 125.00 75.00
CHALLENGER TRUCK CHALLENGER'S TRUC		2,650.00				2,650.00
CHI-CO'S DISTRIBUTIN CHI-CO'S DISTRIBUTIN 340-776-5894	44373 44394 34390	85.50 152.00 274.75				85.50 152.00 274.75
CHI-CO'S DISTRIBUTIN CHI-CO'S DISTRIBUTIN		512.25				512.25
COCA COLA ST. THOMAS COCA CO FRANKY 340-776-4400	2737023601 2777017704 2777017705 2777018001 2777018002	1,448.21 1,631.10 37.65 706.14 -128.83				1,448.21 1,631.10 37.65 706.14 -128.83

1/24/13 at 11:07:32.38

United Corporation - STT NEW
Aged Payables
As of Jan 31, 2013

Filter Criteria includes: 1) Includes Drop Shipments. Report order is by ID. Report is printed in Detail Format.

Vendor ID	Invoice/CM #	0 - 30	31 - 60	61 - 90	Over 90 days	Amount Due
Vendor Contact Telephone 1						
	2777018203	2,834.71				2,834.71
	2777018204	-60.85				-60.85
	2737024201	2,299.13				2,299.13
		8,767.26				8,767.26
COCA COLA						
ST. THOMAS COCA CO						
CRM	2000	1,250.00				1,250.00
CARIBBEAN REFRIGER	2249	1,806.90				1,806.90
JESSICA PARK	1979	360.00				360.00
340-201-8100						
		3,416.90				3,416.90
CRM						
CARIBBEAN REFRIGER						
DAILY NEWS (PAPERS)	302445	294.95				294.95
THE VIRGIN ISLANDS D						
ONICKA CHALLENGER						
340-774-8772						
		294.95				294.95
DAILY NEWS (PAPERS)						
THE VIRGIN ISLANDS D						
DELCA	120153	15,500.00				15,500.00
DELCA DISTRIBUTORS						
787-792-9600						
		15,500.00				15,500.00
DELCA						
DELCA DISTRIBUTORS						
DIONYSUS	19280	579.12				579.12
DIONYSUS DISTRIBUTI	19435	217.80				217.80
	19615	425.38				425.38
340-777-9463						
		1,222.30				1,222.30
DIONYSUS						
DIONYSUS DISTRIBUTI						
DYNAMIC MERCHANDIS	0980002791	1,808.74				1,808.74
DYNAMIC MERCHANDIS	0980002800	1,938.50				1,938.50
	0980002813	1,894.19				1,894.19
787-269-8745	0980002820	1,586.20				1,586.20

HAMD260984

1/24/13 at 11:07:32.39

United Corporation - STT NEW
Aged Payables
As of Jan 31, 2013

Filter Criteria includes: 1) Includes Drop Shipments. Report order is by ID. Report is printed in Detail Format.

Vendor ID	Invoice/CM #	0 - 30	31 - 60	61 - 90	Over 90 days	Amount Due
Vendor						
Contact						
Telephone 1						
		7,227.63				7,227.63
DYNAMIC MERCHANDI						
DYNAMIC MERCHANDI						
						6,004.63
FAVORITE ISLAND	611185	6,004.63				
FAVORITE ISLAND PRO						
FRANKIE						
340 776-7447						6,004.63
FAVORITE ISLAND		6,004.63				
FAVORITE ISLAND PRO						
						18,313.80
FOOD WAREHOUSE	210365	18,313.80				26.25
FOOD WAREHOUSE HU	210371	26.25				4,298.23
MARK RODMAN	210397	4,298.23				4,135.74
340-777-7787	210373	4,135.74				7,734.90
	210360	7,734.90				12,319.22
	210406	12,319.22				6,054.45
	210597	6,054.45				1,625.04
	210595	1,625.04				3,369.77
	210578	3,369.77				6,989.10
	516159	6,989.10				165.50
	210623	165.50				1,291.09
	210645	1,291.09				58.92
	210681	58.92				7,787.20
	2010704	7,787.20				4,688.35
	210799	4,688.35				10,232.62
	210820	10,232.62				4,999.00
	210814	4,999.00				10,633.68
	210888	10,633.68				
		104,722.86				104,722.86
FOOD WAREHOUSE						
FOOD WAREHOUSE HU						
						1,650.00
FREDRICK	707477	1,650.00				
FREDERICK MORTON						
340-718-4115						1,650.00
FREDRICK		1,650.00				
FREDERICK MORTON						
						2,674.94
FRITO LAY SNACKS	15554442	2,674.94				649.33
PEPSICO CARIBBEAN I	15554453	649.33				-20.52
	15554452	-20.52				1,885.51
787-272-5508	15554460	1,885.51				2,089.82
	15554470	2,089.82				2,017.32
	15554482	2,017.32				1,125.08
	15045796	1,125.08				

1/24/13 at 11:07:32.39

United Corporation - STT NEW
Aged Payables
As of Jan 31, 2013

Filter Criteria includes: 1) Includes Drop Shipments. Report order is by ID. Report is printed in Detail Format.

Vendor ID	Invoice/CM #	0 - 30	31 - 60	61 - 90	Over 90 days	Amount Due
FRITO LAY SNACKS						10,421.48
PEPSICO CARIBBEAN I						
GERARD	60643	866.25				866.25
FREYLINGER GERARD	846739	804.00				804.00
GERARD FREYLINGER	846740	2,133.90				2,133.90
340-514-3015	846741	984.48				984.48
	846745	1,385.39				1,385.39
	846746	1,264.10				1,264.10
	846749	1,042.40				1,042.40
GERARD						8,480.52
FREYLINGER GERARD						
GFS						20,995.20
GORDON FOOD SERVI						
JAIME GARCIA						
GFS						20,995.20
GORDON FOOD SERVI						
GLOBAL WHOLESale						272.70
GLOBAL WHOLESale						994.65
TYRONE GARDNER						782.20
340-714-1310						1,220.30
GLOBAL WHOLESale						3,269.85
GLOBAL WHOLESale						
H & W ENTERPRISES						117.25
H & W ENTERPRISES IN						211.50
HANK						-23.04
340-774-3535						1,757.95
H & W ENTERPRISES						2,063.66
H & W ENTERPRISES I						
HAPCOR						2,311.44
HAPCOR INC						2,208.50
ANGELA						1,974.98
954-434-2499						2,164.98
123985						2,164.98

HAMD260986

1/24/13 at 11:07:32.41

United Corporation - STT NEW
Aged Payables
As of Jan 31, 2013

Filter Criteria includes: 1) Includes Drop Shipments. Report order is by ID. Report is printed in Detail Format.

Vendor ID	Invoice/CM #	0 - 30	31 - 60	61 - 90	Over 90 days	Amount Due
HAPCOR		10,824.88				10,824.88
HAPCOR INC						
HOLSUM BAKERS OF P	133058918	2,844.16				2,844.16
HOLSUM BAKERS OF P	133058930	1,396.20				1,396.20
STEVEN KING	133058959	2,201.88				2,201.88
787-798-8252	133058960	-52.43				-52.43
	133058984	2,533.95				2,533.95
	133058995	2,427.03				2,427.03
	133059014	3,176.72				3,176.72
	133059105	-31.39				-31.39
	133059036	1,721.16				1,721.16
	133059060	3,291.06				3,291.06
	133059061	-25.44				-25.44
	133059070	2,936.09				2,936.09
	133059081	1,007.34				1,007.34
	133059092	-171.78				-171.78
	1330598089	3,307.12				3,307.12
	133059101	1,734.84				1,734.84
HOLSUM BAKERS OF P		28,296.51				28,296.51
HOLSUM BAKERS OF P						
ISLAND OASIS	90789548	688.92				688.92
ISLAND OASIS						
MARIO						
800-777-4752						
ISLAND OASIS		688.92				688.92
ISLAND OASIS						
JAT	722330	182.00				182.00
JAT FRESH NUTS						
MR. TODMAN						
JAT		182.00				182.00
JAT FRESH NUTS						
KINGSTON	387106				8,070.15	8,070.15
KINGSTON MIAMI TRAD						
305-324-0231						
KINGSTON					8,070.15	8,070.15
KINGSTON MIAMI TRAD						

1/24/13 at 11:07:32.41

United Corporation - STT NEW
Aged Payables
As of Jan 31, 2013

Filter Criteria includes: 1) Includes Drop Shipments. Report order is by ID. Report is printed in Detail Format.

Vendor ID	Invoice/CM #	0 - 30	31 - 60	61 - 90	Over 90 days	Amount Due
KLR	15751	42.50				42.50
KLR SERVICES	17176	891.40				891.40
340-776-0435						
			933.90			933.90
KLR						
KLR SERVICES						
MARBRO INC	44417	3,273.20				3,273.20
MARBRO INC						
JUAN PABLO						
1-800-862-7276						
						3,273.20
MARBRO INC		3,273.20				3,273.20
MARBRO INC						
MARGRET	9992-31	25.00				25.00
MARGRET MORRIS	9992-32	22.25				22.25
MARGRET MORRIS	9992-34	35.75				35.75
	9992-35	27.25				27.25
	9992-36	21.75				21.75
	9992-37	26.50				26.50
	9992-38	28.25				28.25
	9992-39	12.75				12.75
	9992-40	26.75				26.75
	9992-41	24.75				24.75
	9992-42	18.25				18.25
	9992-43	31.00				31.00
	9992-44	12.00				12.00
		312.25				312.25
MARGRET						
MARGRET MORRIS						
MICHEAL SIMMONDS	74491	1,074.85				1,074.85
MICHEAL SIMMONDS C	74555	1,183.28				1,183.28
DELONNY PENN	74571	846.55				846.55
340-774-2107						
			3,104.68			3,104.68
MICHEAL SIMMONDS						
MICHEAL SIMMONDS C						
MONEL DISTRIBUTORS	538481		2,293.21			2,293.21
MONEL						
305-635-7331						

HAMD260988

1/24/13 at 11:07:32.42

United Corporation - STT NEW
Aged Payables
As of Jan 31, 2013

Filter Criteria Includes: 1) Includes Drop Shipments. Report order is by ID. Report is printed in Detail Format.

Vendor ID	Invoice/CM #	0 - 30	31 - 60	61 - 90	Over 90 days	Amount Due
Vendor						
Contact						
Telephone 1						
MONEL DISTRIBUTORS			2,293.21			2,293.21
MONEL						
<hr/>						
NATURAL SOURCE	11087	924.00				924.00
NATURAL SOURCE	54953	924.00				924.00
	54952	924.00				924.00
340-777-1224	54958	924.00				924.00
	54959	924.00				924.00
	54963	924.00				924.00
	54967	924.00				924.00
	54969	924.00				924.00
	54972	924.00				924.00
	54971	924.00				924.00
	54975	924.00				924.00
	54887	924.00				924.00
	54981	924.00				924.00
	54987	924.00				924.00
	54989	924.00				924.00
NATURAL SOURCE		13,860.00				13,860.00
NATURAL SOURCE						
<hr/>						
ON TIME	00395	1,844.92				1,844.92
ONE TIME DISTRIBUTIO	00498	2,993.12				2,993.12
ANTHONY LIBURD	00401	2,088.42				2,088.42
340-473-7354	01530	1,196.99				1,196.99
	00430	2,909.42				2,909.42
	00434	1,665.45				1,665.45
ON TIME		12,698.32				12,698.32
ONE TIME DISTRIBUTIO						
<hr/>						
PLANT	725767	60.00				60.00
PLANT DEPOT	725766	-6.00				-6.00
	725768	51.00				51.00
340-344-7199	725769	-9.00				-9.00
	725770	57.00				57.00
	725771	57.00				57.00
	725773	-30.00				-30.00
	725772	108.00				108.00
	725774	24.00				24.00
	725776	72.00				72.00
	725777	48.00				48.00
	725778	-6.00				-6.00
	725779	33.00				33.00
	725780	39.00				39.00
	725781	90.00				90.00
	725782	-18.00				-18.00
	730339	-24.00				-24.00
PLANT		546.00				546.00

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United Corporation - STT NEW
Aged Payables
As of Jan 31, 2013

Filter Criteria includes: 1) Includes Drop Shipments. Report order is by ID. Report is printed in Detail Format.

Vendor ID	Invoice/CM #	0 - 30	31 - 60	61 - 90	Over 90 days	Amount Due
PLANT DEPOT						
PREMIER WINES & SPR	29807	3,519.18				3,519.18
PREMIER WINES & SPI	29842	481.95				481.95
IWILLA GRIFFIN	30018	3,545.20				3,545.20
340-775-1275	30068	4,900.83				4,900.83
	30368	9,944.59				9,944.59
	30299	3,981.53				3,981.53
	30419	339.80				339.80
		26,713.08				26,713.08
PREMIER WINES & SPR						
PREMIER WINES & SPI						
PROUDLY AFRICAN	214702	1,314.00				1,314.00
CARIBBEAN YACHT MA	214722	1,008.00				1,008.00
NIGEL	214723	4.20				4.20
1-284-434-5954	293604	1,504.80				1,504.80
		3,831.00				3,831.00
PROUDLY AFRICAN						
CARIBBEAN YACHT MA						
SMS FOOD (PRODUCE)	60643	866.25				866.25
SAMS FOOD (PRODUC	60739	1,264.20				1,264.20
	60827	1,113.75				1,113.75
1-800-205-7251	60908	2,231.04				2,231.04
	60993	618.75				618.75
	61164	866.25				866.25
	61227	618.75				618.75
	61314	1,853.85				1,853.85
	61372	3,158.20				3,158.20
	61458	866.25				866.25
	846740	2,133.40				2,133.40
	61574	1,560.50				1,560.50
	61652	618.75				618.75
	61737	723.75				723.75
	61824	2,080.10				2,080.10
	61903	1,288.75				1,288.75
	61990	1,286.75				1,286.75
		23,149.29				23,149.29
SMS FOOD (PRODUCE)						
SAMS FOOD (PRODUC						
ST GAS	53477		640.90			640.90
ST THOMAS GAS COMP	53510		458.04			458.04
	53564		610.72			610.72
340-714-4114	53602		654.78			654.78
	53644	529.86				529.86
	53733	456.65				456.65

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United Corporation - STT NEW
Aged Payables
As of Jan 31, 2013

Filter Criteria includes: 1) Includes Drop Shipments. Report order is by ID. Report is printed in Detail Format.

Vendor ID Vendor Contact Telephone 1	Invoice/CM #	0 - 30	31 - 60	61 - 90	Over 90 days	Amount Due
ST GAS ST THOMAS GAS COM		986.51	2,364.44			3,350.95
THE ST CROIX AVIS THE ST CROIX AVIS	28386 28373	33.28 40.32				33.28 40.32
340-773-2300			73.60			73.60
THE ST CROIX AVIS THE ST CROIX AVIS			73.60			
TRANS CARIBBEAN DAI TRANS CARIBBEAN DAI BAILEY 340-777-6555	1433668 1433715 1433873 1433910 1433990 1434029	425.60 482.08 292.96 259.08 676.52 405.32				425.60 482.08 292.96 259.08 676.52 405.32
TRANS CARIBBEAN DA TRANS CARIBBEAN DA		2,541.56				2,541.56
TROPICAL PUB TROPICAL PUBLISHER	6236	931.20				931.20
3407150091			931.20			931.20
TROPICAL PUB TROPICAL PUBLISHER			931.20			
TYRONE TYRONE GARDNER TYRONE GARDNER	1009 1010	150.00 225.00				150.00 225.00
TYRONE TYRONE GARDNER		375.00				375.00
UNFI UNFI KIMBERLY MORAN 1800-451-2525	15022214 13976013CM	-24.93	3,240.75			3,240.75 -24.93
UNFI		-24.93	3,240.75			3,215.82

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United Corporation - STT NEW
Aged Payables
As of Jan 31, 2013

Filter Criteria includes: 1) Includes Drop Shipments. Report order is by ID. Report is printed in Detail Format.

Vendor ID	Invoice/CM #	0 - 30	31 - 60	61 - 90	Over 90 days	Amount Due
UNFI						
WALTKOCH LTD.	28126	57,640.35				57,640.35
WALTKOCH LTD						
WALTER KOCH						
404-378-3666						
		57,640.35				57,640.35
WALTKOCH LTD.						
WALTKOCH LTD						
WEST INDIES CORPOR	515338	2,747.13				2,747.13
WEST INDIES CORPOR	515686	3,625.45				3,625.45
MICHEAL SCATLIFFE	51698	2,889.90				2,889.90
340-774-2350	517109	11,847.30				11,847.30
	517138	100.00				100.00
	517151	632.50				632.50
		21,842.28				21,842.28
WEST INDIES CORPOR						
WEST INDIES CORPOR						
WINSTON	700214	155.00				155.00
WINSTON LEDEE	700215	66.00				66.00
WINSTON LEDEE	700216	71.00				71.00
		292.00				292.00
WINSTON						
WINSTON LEDEE						
Report Total		502,365.98	31,769.95	159.90	13,332.48	547,628.31

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**United Corporation - East NEW
Aged Payables
As of Jan 31, 2013**

Filter Criteria includes: 1) Includes Drop Shipments. Report order is by ID. Report is printed in Detail Format.

Vendor ID Vendor Contact Telephone 1	Invoice/CM #	0 - 30	31 - 60	61 - 90	Over 90 days	Amount Due
ANDA ANDA, INC. 866-204-8492	2454215CM				-6.44	-6.44
ANDA ANDA, INC.					-6.44	-6.44
BM WATER BLUE MOUNTAIN WATE GREGORY SCHUSTER 340-778-6177	03837		216.00			216.00
BM WATER BLUE MOUNTAIN WAT			216.00			216.00
MSC. CORP-1 MATOSANTOS COMME ARNALDO RUIZ 787-793-6900 EXT.262	1854368 1854356		22,838.49 2,924.56			22,838.49 2,924.56
MSC. CORP-1 MATOSANTOS COMME			25,763.05			25,763.05
NORTHERN TOOL & EQ NORTHERN TOOL & E 800-222-5381	ADJMT.ORD.#	420.79				420.79
NORTHERN TOOL & EQ NORTHERN TOOL & E		420.79				420.79
SAM'S CLUB SAM'S CLUB WHOLESA MARIA LACAYO (305)463-0572	6217-26455-27	35,396.04				35,396.04
SAM'S CLUB SAM'S CLUB WHOLESA		35,396.04				35,396.04
WATER SPIRIT FREIGH WATER SPIRIT FREIGH DIANE 340-773-0441- STX.	S320/WACD 1 S320/WACD 1 W514/WACD 1 W514/WACD 1 W514/WACD 1			255.00 70.00 255.00	85.00 70.00	85.00 70.00 255.00 70.00 255.00

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**United Corporation - East NEW
Aged Payables
As of Jan 31, 2013**

Filter Criteria includes: 1) Includes Drop Shipments. Report order is by ID. Report is printed in Detail Format.

Vendor ID Vendor Contact Telephone 1	Invoice/CM #	0 - 30	31 - 60	61 - 90	Over 90 days	Amount Due
	W514/WACD 1			85.00		85.00
	S323/WACD 1			70.00		70.00
	S323/WACD 1			85.00		85.00
	S323/WACD 1			140.00		140.00
	S323/WACD 1			170.00		170.00
	W515/WACD 1			420.00		420.00
	W515/WACD 1			70.00		70.00
	W515/WACD 1			140.00		140.00
	W515/WACD 1			65.00		65.00
	S325/WACD 1			85.00		85.00
	S325/WACD 1			70.00		70.00
	S327/WACD 1		140.00			140.00
	S327/WACD 1		85.00			85.00
	S327/WACD 1		510.00			510.00
	0327/WACD 11		85.00			85.00
	S328/WACD 1		70.00			70.00
	S329/WACD 1		170.00			170.00
	S329/WACD 1		85.00			85.00
	S330/WACD 1		210.00			210.00
	S331/WACD 1		170.00			170.00
	S331/WACD 1		170.00			170.00
			1,695.00	1,980.00	155.00	3,830.00
WATER SPIRIT FREIGH						
WATER SPIRIT FREIGH						
Report Total		35,816.83	27,674.05	1,980.00	148.56	65,619.44

**United Corporation - West
Aged Payables
As of Jan 31, 2013**

Filter Criteria includes: 1) Includes Drop Shipments. Report order is by ID. Report is printed in Detail Format.

Vendor ID Vendor Contact Telephone 1	Invoice/CM #	0 - 30	31 - 60	61 - 90	Over 90 days	Amount Due
ALI RIBHI ALI DAGHLAWI ALI 340-713-9942	307182	240.00				240.00
ALI RIBHI ALI DAGHLAWI		240.00				240.00
AQUA AQUA MIST 340-772-3838	8348 8386 8398 8420 8430 8449	396.00 198.00 198.00 198.00 396.00 302.40				396.00 198.00 198.00 198.00 396.00 302.40
AQUA AQUA MIST		1,688.40				1,688.40
BELLOWS BELLOWS INTERNATIO PAT SMITH 340-692-5207	316405-0 316448-0 316989-3 317815-9 317862-1 317861-3 318589-9	96.00 8,392.32 3,226.63 6,430.28 -73.20 -17.25 6,128.01				96.00 8,392.32 3,226.63 6,430.28 -73.20 -17.25 6,128.01
BELLOWS BELLOWS INTERNATIO		24,182.79				24,182.79
BLUE BLUE OCEAN TRADING JAVIER 787-722-5996	113020 113021 113014 113023 113050	3,240.33 3,379.55 638.50 10,770.63 4,047.34				3,240.33 3,379.55 638.50 10,770.63 4,047.34
BLUE BLUE OCEAN TRADING		22,076.35				22,076.35
BLUE MO. BLUE MOUNTAIN WATE GREGORY SCHUSTER 340-778-6177	04168 04182 04190 04196 04063 04080 04092 04353 04367	216.00 860.00 432.00 216.00 432.00 216.00 588.00 216.00 504.00				216.00 860.00 432.00 216.00 432.00 216.00 588.00 216.00 504.00

**United Corporation - West
Aged Payables
As of Jan 31, 2013**

Filter Criteria includes: 1) Includes Drop Shipments. Report order is by ID. Report is printed in Detail Format.

Vendor ID Vendor Contact Telephone 1	Invoice/CM #	0 - 30	31 - 60	61 - 90	Over 90 days	Amount Due
BLUE MO. BLUE MOUNTAIN WAT		3,680.00				3,680.00
CAR CARIBBEAN TRADING I MAHDI ABDALLAH 340-514-2721	52111	-21.38				-21.38
CAR CARIBBEAN TRADING I		-21.38				-21.38
CAROL'S CAROL'S NEWSPAPER 340-773-6051	983319 983322 983325 983327 983332 983333 983335 983338 983340 983344 983346 983348	45.50 42.00 150.00 37.00 43.50 53.50 152.50 72.00 43.50 50.50 55.00 154.00				45.50 42.00 150.00 37.00 43.50 53.50 152.50 72.00 43.50 50.50 55.00 154.00
CAROL'S CAROL'S NEWSPAPER		899.00				899.00
CM-BOOKS CARIBBEAN MANAGEM BOOKS T2221	50423 50852 R56724 64751 R56747 51290 R56745 65525	73.98 140.04 68.78 -225.73 507.70 73.98 228.00 -100.45				73.98 140.04 68.78 -225.73 507.70 73.98 228.00 -100.45
CM-BOOKS CARIBBEAN MANAGEM		766.30				766.30
CM-MAGAZINES CARIBBEAN MANAGEM 305-882-1010	50422 00402 63971 50851 00437 64750 00473 51289 65524	898.84 80.40 -474.71 959.58 25.20 -944.80 92.10 1,105.51 -1,389.65				898.84 80.40 -474.71 959.58 25.20 -944.80 92.10 1,105.51 -1,389.65

HAMD260996

**United Corporation - West
Aged Payables
As of Jan 31, 2013**

Filter Criteria includes: 1) Includes Drop Shipments. Report order is by ID. Report is printed in Detail Format.

Vendor ID Vendor Contact Telephone 1	Invoice/CM #	0 - 30	31 - 60	61 - 90	Over 90 days	Amount Due
CM-MAGAZINES CARIBBEAN MANAGEM		352.47				352.47
COCA COLA	2357017504	1,500.34				1,500.34
FLORIDA COCA COLA B	2357017903	2,311.20				2,311.20
JAY BROWN	2357017905	-132.16				-132.16
340-773-1226	2357018403	3,130.98				3,130.98
COCA COLA FLORIDA COCA COLA		6,810.36				6,810.36
CRM CARIBBEAN REFRIGER	20121812	2,000.00				2,000.00
340-201-8100						
CRM CARIBBEAN REFRIGER		2,000.00				2,000.00
DAILY NEWS	304122	88.58				88.58
VI. DAILY NEWS	306285	92.02				92.02
JESSICA	306298	114.38				114.38
340-774-8772 STT						
DAILY NEWS VI. DAILY NEWS		294.98				294.98
DION	19024	808.57				808.57
DIONYSUS DISTRIBUTI	19344	1,630.94				1,630.94
	132031346	3,616.12				3,616.12
777-9463	19563	744.94				744.94
DION DIONYSUS DISTRIBUTI		6,800.57				6,800.57
DYNAMIC	1010000157	1,019.81				1,019.81
DYNAMIC MERCHANDIS	1010000169	1,547.30				1,547.30
	1010000187	910.02				910.02
340-690-8881						
DYNAMIC DYNAMIC MERCHANDI		3,477.13				3,477.13

United Corporation - West
Aged Payables
As of Jan 31, 2013

Filter Criteria includes: 1) Includes Drop Shipments. Report order is by ID. Report is printed in Detail Format.

Vendor ID Vendor Contact Telephone 1	Invoice/CM #	0 - 30	31 - 60	61 - 90	Over 90 days	Amount Due
ELROY ELROY MOOREHEAD ELROY MOOREHEAD 340-719-6962	52054	-58.33				-58.33
ELROY ELROY MOOREHEAD		-58.33				-58.33
FREYLINGER FREYLINGER GERARD FREYLINGER GERARD 340-514-3015	52049 52158	-19.54 -9.50				-19.54 -9.50
FREYLINGER FREYLINGER GERARD		-29.04				-29.04
FRITO FRITO LAY CARIBBEAN JEANNETTE 787-272-5536	15524586 15524591 15524612 15524613	3,576.13 1,961.40 2,192.15 3,543.98				3,576.13 1,961.40 2,192.15 3,543.98
	15524614	-392.95				-392.95
FRITO FRITO LAY CARIBBEAN		10,880.71				10,880.71
GB PASTRY GALLOW'S BAY PASTR MELVIN MORTON 340-773-7155	492204 492206 492208 492211	181.30 -24.50 165.60 -9.00				181.30 -24.50 165.60 -9.00
GB PASTRY GALLOW'S BAY PASTR		313.40				313.40
GLOBAL GLOBAL WHOLESale MR. JACOBS 340-714-1310	51983 52110 52109	-1.66 -0.60 -22.44				-1.66 -0.60 -22.44
GLOBAL GLOBAL WHOLESale		-24.70				-24.70

United Corporation - West
Aged Payables
As of Jan 31, 2013

Filter Criteria includes: 1) Includes Drop Shipments. Report order is by ID. Report is printed in Detail Format.

Vendor ID Vendor Contact Telephone 1	Invoice/CM #	0 - 30	31 - 60	61 - 90	Over 90 days	Amount Due
HOLSUM	132031319	2,886.53				2,886.53
HOLSUM DE PR	132031329	1,182.82				1,182.82
STEVEN KING\ MIKE	132031359	77.76				77.76
787-798-8282	132031358	1,503.62				1,503.62
	132031360	-57.50				-57.50
	132031366	2,902.05				2,902.05
	132031418	-5.74				-5.74
	132031417	3,358.00				3,358.00
	132031436	1,903.64				1,903.64
	132031445	3,879.69				3,879.69
	132031446	-144.00				-144.00
	132031486	1,010.59				1,010.59
	132031497	3,268.92				3,268.92
	132031510	1,053.98				1,053.98
	132031530	2,900.71				2,900.71
	132031532	-195.01				-195.01
HOLSUM		25,526.06				25,526.06
HOLSUM DE PR						
HUNTER	0119190	966.55				966.55
FOOD WAREHOUSE CO	0119197	4,332.57				4,332.57
ART/ BRYAN/IRIS	0119200	3,826.39				3,826.39
340-773-1805	0119201	5,098.58				5,098.58
	0119331	5,536.04				5,536.04
	0119332	5,210.76				5,210.76
	0119330	3,764.62				3,764.62
	0119410	3,053.30				3,053.30
	119408	4,553.94				4,553.94
	0119406	566.52				566.52
	0119447	11,395.20				11,395.20
	0119445	68,582.40				68,582.40
	0119450	3,768.74				3,768.74
	0119453	4,435.99				4,435.99
	0119452	3,664.84				3,664.84
HUNTER		128,756.44				128,756.44
FOOD WAREHOUSE CO						
JAITOON	595854	61.95				61.95
JAITOON TORRES						
JANITOON						
340-692-2037						
JAITOON		61.95				61.95
JAITOON TORRES						
MAR	51957	-66.75				-66.75
MARBRO INC	52055	-19.59				-19.59
PEDRO TORRES	52073	-128.25				-128.25
787-781-5268						

HAMD260999

**United Corporation - West
Aged Payables
As of Jan 31, 2013**

Filter Criteria includes: 1) Includes Drop Shipments. Report order is by ID. Report is printed in Detail Format.

Vendor ID Vendor Contact Telephone 1	Invoice/CM #	0 - 30	31 - 60	61 - 90	Over 90 days	Amount Due
MAR MARBRO INC		-214.59				-214.59
MARIO'S MARIO'S VIRGIN CRYST RAYMOND 340-773-2810	33203 33210	136.80 136.80				136.80 136.80
MARIO'S MARIO'S VIRGIN CRYST		273.60				273.60
MASCO MICHAEL A SIMMONDS PEGGY SIMMONDS 340-773-0375	903690 52103	993.50 -2.90				993.50 -2.90
MASCO MICHAEL A SIMMONDS		990.60				990.60
MIKE'S MIKE'S TRADING CO 340-773-2590	11242 11253 11257	1,111.00 1,207.00 980.00				1,111.00 1,207.00 980.00
MIKE'S MIKE'S TRADING CO		3,298.00				3,298.00
MORGAN MORGAN ENTERPRISE 340-778-4543	022307	2,750.00				2,750.00
MORGAN MORGAN ENTERPRISE		2,750.00				2,750.00
NACHO NACHO'S BAKERY AND 340-719-0488	698929 698930 698943 698944 323056 323072 323073 323085 323086	63.85 -13.45 64.20 -2.00 66.25 79.80 -7.90 66.90 -7.55				63.85 -13.45 64.20 -2.00 66.25 79.80 -7.90 66.90 -7.55

United Corporation - West
Aged Payables
As of Jan 31, 2013

Filter Criteria includes: 1) Includes Drop Shipments. Report order is by ID. Report is printed in Detail Format.

Vendor ID Vendor Contact Telephone 1	Invoice/CM #	0 - 30	31 - 60	61 - 90	Over 90 days	Amount Due
	323100	68.10				68.10
	323102	-8.95				-8.95
NACHO NACHO'S BAKERY AND		369.25				369.25
PR SUPPLIES	51965	-148.87				-148.87
PUERTO RICO SUPPLIE	51956	-63.00				-63.00
CARLOS JOSE MARTI	52056	-47.00				-47.00
787-780-4043	52076	-362.38				-362.38
	52083	-79.49				-79.49
	52112	-9.40				-9.40
PR SUPPLIES PUERTO RICO SUPPLIE		-710.14				-710.14
PREMIER	STX.25476		2,695.12			2,695.12
PREMIER WINE & SPIRI	STX.25860	496.80				496.80
	STX.25926	1,382.66				1,382.66
340-773-6437	STX.25938	1,111.21				1,111.21
	STX.26155	3,467.65				3,467.65
	STX.26140	2,207.78				2,207.78
	STX.26343	3,189.50				3,189.50
	STX.26354	4,884.00				4,884.00
	STX.26349	2,227.35				2,227.35
	STX.26437	1,354.19				1,354.19
	STX.26495	3,929.10				3,929.10
	STX.26561	-43.74				-43.74
	STX.26720	1,797.85				1,797.85
	STX.26730	6,258.54				6,258.54
	31025	-480.50				-480.50
	STX.26788	408.00				408.00
	STX.26879	12,098.50				12,098.50
	STX.26871	1,168.25				1,168.25
	STX.26931	408.00				408.00
	31034	-804.75				-804.75
	STX.27041	1,660.88				1,660.88
PREMIER PREMIER WINE & SPIRI		46,721.27	2,695.12			49,416.39
RIVER	4459	1,064.00				1,064.00
RIVERDALE DISTRIBUT						
340-778-8281						
RIVER RIVERDALE DISTRIBUT		1,064.00				1,064.00

United Corporation - West
Aged Payables
As of Jan 31, 2013

Filter Criteria includes: 1) Includes Drop Shipments. Report order is by ID. Report is printed in Detail Format.

Vendor ID Vendor Contact Telephone 1	Invoice/CM #	0 - 30	31 - 60	61 - 90	Over 90 days	Amount Due
SA. (BAN)	1188	618.75				618.75
SAM'S FOOD DISTRIBU	1210	727.50				727.50
VICTOR PEREZ	1235	371.25				371.25
340-779-3051	1254	1,283.50				1,283.50
	1276	1,186.25				1,186.25
	1311	495.00				495.00
	1334	1,590.25				1,590.25
SA. (BAN)		6,272.50				6,272.50
SAM'S FOOD DISTRIBU						
SANTAIGO DISTRIBUIDORA SANTI CESAR SOSTRE 787-857-3482	52004	-253.00				-253.00
SANTAIGO DISTRIBUIDORA SANTI		-253.00				-253.00
STXGA	95214	441.56				441.56
ST. CROIX GAS	95509	510.94				510.94
340-778-6500	95702	476.42				476.42
STXGA ST. CROIX GAS		1,428.92				1,428.92
TER	127913	24.00				24.00
TERMINIX PEST & TER	127504	175.00				175.00
340-778-9191	127505	175.00				175.00
TER TERMINIX PEST & TER		374.00				374.00
URIAS URIAS JN BAPTISTE	428449	497.25				497.25
340-692-2319						
URIAS URIAS JN BAPTISTE		497.25				497.25
VIBIR	AGEXC10-196-			220.79		220.79
HAMD261002						

**United Corporation - West
Aged Payables
As of Jan 31, 2013**

Filter Criteria includes: 1) Includes Drop Shipments. Report order is by ID. Report is printed in Detail Format.

Vendor ID Vendor Contact Telephone 1	Invoice/CM #	0 - 30	31 - 60	61 - 90	Over 90 days	Amount Due
	AGEXC11-445-		100.00			100.00
	AGEXC11-450-		798.05			798.05
	GMEXC11-115-		174.19			174.19
	20130121-CM	-12,878.50				-12,878.50
	20130122-M	-14,925.82				-14,925.82
	20130122-CM-	-17,205.49				-17,205.49
	20130122CM-3	-16,000.91				-16,000.91
VIBIR VIBIR		-61,010.72	14,929.72	46,081.00		
WIC WEST INDIES CORP. RAQUEL / IRIS 340-773-1550 6907222	515388	6,742.36				6,742.36
	515901	9,919.25				9,919.25
	515943	520.00				520.00
	516153	1,741.00				1,741.00
	516208	-80.85				-80.85
	516207	-269.50				-269.50
	516467	6,073.25				6,073.25
	516731	9,883.75				9,883.75
	517349	2,510.85				2,510.85
WIC WEST INDIES CORP.		37,040.11				37,040.11
Report Total		277,564.51	17,624.84	46,081.00		341,270.35

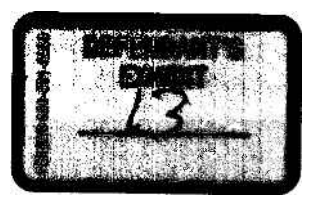
Time Card Report

Employee#: 580-25-897 MOTILAL, S Badge ID#: 580258974
 Department#: 14 OFFICE

Date	Day	IN	Code	OUT	Code	Cost Center	Department	Job Class	Pay Z. Cost C.	Hours	Total
12/24/2012	MON								REG 1	8.00	10.80
		8:17 AM	LI	7:05 PM	EO				OT 1	2.80	
									REG 1	8.00	8.00
12/26/2012	WED								REG 1	8.00	9.53
		6:53 AM	LI	4:25 PM	EO				OT 1	1.53	
12/27/2012	THU								REG 1	8.00	8.92
		7:10 AM	LI	4:05 PM	EO				OT 1	0.92	
12/28/2012	FRI								REG 1	8.00	9.60
		7:32 AM	LI	5:08 PM	EO				OT 1	1.60	
12/29/2012	SAT								OT 1	5.63	5.63
		7:43 AM	LI	1:21 PM	EO						
12/30/2012	SUN								OT 1	4.88	4.88
		7:51 AM	LI	12:44 PM	EO						

Department Total: OFFICE
 OT 17.37 REG 40.00

Employee Total for MOTILAL, S
 OT 17.37 REG 40.00



Time Card Report

<i>Employee#:</i>		580255939		<i>BARTLETTE, L</i>		<i>Badge ID#:</i> 000255939					
<i>Department#:</i>		14		OFFICE							
Date	Day	IN	Code	OUT	Code	Cost Center	Department	Job Class	Pay Z. Cost C.	Hours	Total
12/24/2012	MON								REG 1	6.43	6.43
		9:28 AM	LI	12:13 PM							
		3:31 PM		7:12 PM	EO						
									REG 1	8.00	8.00
12/26/2012	WED								REG 1	7.15	7.15
		8:32 AM	LI	3:41 PM	EO						
12/27/2012	THU								REG 1	7.70	7.70
		10:02 AM	LI	5:44 PM	EO						
12/28/2012	FRI								REG 1	7.10	7.10
		10:37 AM	LI	5:43 PM	EO						
Department Total:								OFFICE			REG 36.38
Employee Total for								BARTLETTE, L			REG 36.38

Time Card Report

Employee#: 580314593 **DEP. CHARRIEZ, W** **Badge ID#:** 580314593
Department#: 14 **OFFICE**

Date	Day	IN	Code	OUT	Code	Cost Center	Department	Job Class	Pay Z. Cost C.	Hours	Total
12/24/2012	MON								REG 1	8.00	11.25
									OT 1	3.25	
		7:45 AM*	LI	7:00 PM *	EO						
									REG 1	8.00	8.00
12/26/2012	WED								REG 1	8.00	11.92
									OT 1	3.92	
		7:35 AM*	LI	7:30 PM *	EO						
12/27/2012	THU								REG 1	8.00	11.92
									OT 1	3.92	
		7:40 AM*	LI	7:35 PM *	EO						
12/28/2012	FRI								REG 1	8.00	12.42
									OT 1	4.42	
		7:35 AM*	LI	8:00 PM *	EO						

Department Total: **OFFICE**

	OT	REG
	15.50	40.00

Employee Total for **DEP. CHARRIEZ, W**

	OT	REG
	15.50	40.00

Time Card Report

Employee#: 580-25-897 **MOTILAL, S** **Badge ID#:** 580258974
Department#: 14 **OFFICE**

Date	Day	IN	Code	OUT	Code	Cost Center	Department	Job Class	Pay Z. Cost C.	Hours	Total
11/19/2012	MON								REG 1	8.00	8.80
		7:24 AM	LI	4:12 PM	EO				OT 1	0.80	
11/20/2012	TUE								REG 1	8.00	11.73
		7:56 AM	LI	7:40 PM	EO				OT 1	3.73	
11/21/2012	WED								REG 1	8.00	9.42
		7:21 AM	LI	4:46 PM	EO				OT 1	1.42	
									REG 1	7.25	7.25
11/23/2012	FRI								REG 1	6.07	6.07
		7:23 AM	LI	1:27 PM	EO						
11/24/2012	SAT								REG 1	2.68	4.60
		8:16 AM	LI	12:52 PM	EO				OT 1	1.92	
11/25/2012	SUN								OT 1	4.07	4.07
		7:45 AM	LI	11:49 AM	EO						

Department Total: **OFFICE**
OT 11.93 REG 40.00

Employee Total for **MOTILAL, S**
OT 11.93 REG 40.00

Time Card Report

Employee#: 580255939 **BARTLETTE, L** **Badge ID#:** 000255939
Department#: 14 **OFFICE**

Date	Day	IN	Code	OUT	Code	Cost Center	Department	Job Class	Pay Z. Cost C.	Hours	Total
11/19/2012	MON								REG 1	8.00	13.38
									OT 1	5.38	
		8:29 AM	LI	9:52 PM	EO						
11/20/2012	TUE								REG 1	8.00	12.58
									OT 1	4.58	
		8:20 AM	LI	1:14 PM							
		2:28 PM		10:09 PM	EO						
11/21/2012	WED								REG 1	8.00	12.20
									OT 1	4.20	
		8:34 AM	LI	8:46 PM	EO						
									REG 1	4.65	4.65
11/23/2012	FRI								REG 1	8.00	9.40
									OT 1	1.40	
		9:32 AM	LI	2:45 PM							
		4:04 PM		8:15 PM	EO						

Department Total: **OFFICE**
OT 15.57 REG 36.65

Employee Total for BARTLETTE, L
OT 15.57 REG 36.65

Time Card Report

Employee#: 580314593 **DEP. CHARRIEZ, W** **Badge ID#:** 580314593
Department#: 14 **OFFICE**

Date	Day	IN	Code	OUT	Code	Cost Center	Department	Job Class	Pay Z. Cost C.	Hours	Total
11/19/2012	MON								REG 1	8.00	11.58
									OT 1	3.58	
		7:40 AM*	LI	7:15 PM *	EO						
11/20/2012	TUE								REG 1	8.00	11.73
									OT 1	3.73	
		7:36 AM*	LI	7:20 PM *	EO						
11/21/2012	WED								REG 1	8.00	11.38
									OT 1	3.38	
		7:37 AM*	LI	7:00 PM *	EO						
									REG 1	8.00	11.70
									OT 1	3.70	
11/23/2012	FRI								REG 1	8.00	11.58
									OT 1	3.58	
		7:40 AM*	LI	7:15 PM *	EO						

Department Total: **OFFICE**

	OT	REG
	17.98	40.00

Employee Total for **DEP. CHARRIEZ, W**

	OT	REG
	17.98	40.00

Time Card Report

<i>Employee#:</i>		580314593		<i>DEP. CHARRIEZ, W</i>		<i>Badge ID#:</i>		580314593				
<i>Department#:</i>		14		OFFICE								
<i>Date</i>	<i>Day</i>	<i>IN</i>	<i>Code</i>	<i>OUT</i>	<i>Code</i>	<i>Cost Center</i>	<i>Department</i>	<i>Job Class</i>	<i>Pay Z.</i>	<i>Cost C.</i>	<i>Hours</i>	<i>Total</i>
1/ 3/2012	TUE								REG 1	8.00	11.75	
									OT 1	3.75		
1/ 4/2012	WED	7:35 AM*	LI	7:20 PM *	EO				REG 1	8.00	11.90	
									OT 1	3.90		
1/ 5/2012	THU	7:36 AM*	LI	7:30 PM *	EO				REG 1	8.00	11.78	
									OT 1	3.78		
1/ 6/2012	FRI	7:38 AM*	LI	7:25 PM *	EO				REG 1	8.00	11.92	
									OT 1	3.92		
1/ 9/2012	MON	7:35 AM*	LI	7:30 PM *	EO				REG 1	8.00	11.83	
									OT 1	3.83		
1/10/2012	TUE	7:40 AM*	LI	7:30 PM *	EO				REG 1	8.00	12.08	
									OT 1	4.08		
1/11/2012	WED	7:35 AM*	LI	7:40 PM *	EO				REG 1	8.00	11.97	
									OT 1	3.97		
1/12/2012	THU	7:32 AM*	LI	7:30 PM *	EO				REG 1	8.00	11.95	
									OT 1	3.95		
1/13/2012	FRI	7:33 AM*	LI	7:30 PM *	EO				REG 1	8.00	12.08	
									OT 1	4.08		
1/16/2012	MON	7:35 AM*	LI	7:40 PM *	EO				REG 1	8.00	11.92	
									OT 1	3.92		
1/17/2012	TUE	7:35 AM*	LI	7:30 PM *	EO				REG 1	8.00	12.00	
									OT 1	4.00		
1/18/2012	WED	7:40 AM*	LI	7:40 PM *	EO				REG 1	8.00	11.85	
									OT 1	3.85		
1/19/2012	THU	7:39 AM*	LI	7:30 PM *	EO				REG 1	8.00	11.63	
									OT 1	3.63		
1/20/2012	FRI	7:42 AM*	LI	7:20 PM *	EO				REG 1	8.00	11.07	
									OT 1	3.07		
1/23/2012	MON	7:41 AM*	LI	6:45 PM *	EO				REG 1	8.00	11.67	
									OT 1	3.67		
1/24/2012	TUE	7:40 AM*	LI	7:20 PM *	EO				REG 1	8.00	11.78	
									OT 1	3.78		

Period: From 1/3/2012 To 1/2/2013

Time Card Report

1/2/2013 8:18 PM

1/24/2012 TUE	7:38 AM*	LI	7:25 PM *	EO			
1/25/2012 WED					REG	1	8.00 11.82
					OT	1	3.82
1/26/2012 THU	7:36 AM*	LI	7:25 PM *	EO			
					REG	1	8.00 11.75
					OT	1	3.75
1/27/2012 FRI	7:35 AM*	LI	7:20 PM *	EO			
					REG	1	8.00 11.08
					OT	1	3.08
1/30/2012 MON	7:40 AM*	LI	6:45 PM *	EO			
					REG	1	8.00 12.00
					OT	1	4.00
1/31/2012 TUE	7:45 AM*	LI	7:45 PM *	EO			
					REG	1	8.00 12.00
					OT	1	4.00
2/ 1/2012 WED	7:40 AM*	LI	7:40 PM *	EO			
					REG	1	8.00 11.00
					OT	1	3.00
2/ 2/2012 THU	7:45 AM*	LI	6:45 PM *	EO			
					REG	1	8.00 11.25
					OT	1	3.25
2/ 3/2012 FRI	7:45 AM*	LI	7:00 PM *	EO			
					REG	1	8.00 10.95
					OT	1	2.95
2/ 6/2012 MON	7:48 AM*	LI	6:45 PM *	EO			
					REG	1	8.00 12.17
					OT	1	4.17
2/ 7/2012 TUE	7:35 AM*	LI	7:45 PM *	EO			
					REG	1	8.00 12.07
					OT	1	4.07
2/ 8/2012 WED	7:36 AM*	LI	7:40 PM *	EO			
					REG	1	8.00 11.08
					OT	1	3.08
2/ 9/2012 THU	7:40 AM*	LI	6:45 PM *	EO			
					REG	1	8.00 11.25
					OT	1	3.25
2/10/2012 FRI	7:35 AM*	LI	6:50 PM *	EO			
					REG	1	8.00 11.20
					OT	1	3.20
2/13/2012 MON	7:38 AM*	LI	6:50 PM *	EO			
					REG	1	8.00 11.17
					OT	1	3.17
2/14/2012 TUE	7:40 AM*	LI	6:50 PM *	EO			
					REG	1	8.00 11.17
					OT	1	3.17
2/15/2012 WED	7:35 AM*	LI	6:45 PM *	EO			
					REG	1	8.00 11.23
					OT	1	3.23
2/16/2012 THU	7:36 AM*	LI	6:50 PM *	EO			
					REG	1	8.00 11.28
					OT	1	3.28
2/17/2012 FRI	7:38 AM*	LI	6:55 PM *	EO			
					REG	1	8.00 11.15
					OT	1	3.15

Period: From 1/ 3/2012 To 1/ 2/2013

Time Card Report

1/ 2/2013 8:18 PM

2/17/2012 FRI	7:36 AM*	LI	6:45 PM *	EO				
2/20/2012 MON					REG	1	8.00	11.17
					OT	1	3.17	
	7:40 AM*	LI	6:50 PM *	EO				
2/21/2012 TUE					REG	1	8.00	11.17
					OT	1	3.17	
	7:35 AM*	LI	6:45 PM *	EO				
2/22/2012 WED					REG	1	8.00	11.30
					OT	1	3.30	
	7:32 AM*	LI	6:50 PM *	EO				
2/23/2012 THU					REG	1	8.00	11.15
					OT	1	3.15	
	7:36 AM*	LI	6:45 PM *	EO				
2/24/2012 FRI					REG	1	8.00	11.20
					OT	1	3.20	
	7:38 AM*	LI	6:50 PM *	EO				
2/27/2012 MON					REG	1	8.00	11.42
					OT	1	3.42	
	7:35 AM*	LI	7:00 PM *	EO				
2/28/2012 TUE					REG	1	8.00	11.15
					OT	1	3.15	
	7:36 AM*	LI	6:45 PM *	EO				
2/29/2012 WED					REG	1	8.00	11.20
					OT	1	3.20	
	7:38 AM*	LI	6:50 PM *	EO				
3/ 1/2012 THU					REG	1	8.00	11.27
					OT	1	3.27	
	7:39 AM*	LI	6:55 PM *	EO				
3/ 2/2012 FRI					REG	1	8.00	11.27
					OT	1	3.27	
	7:40 AM*	LI	6:56 PM *	EO				
3/ 5/2012 MON					REG	1	8.00	11.92
					OT	1	3.92	
	7:35 AM*	LI	7:30 PM *	EO				
3/ 6/2012 TUE					REG	1	8.00	11.87
					OT	1	3.87	
	7:38 AM*	LI	7:30 PM *	EO				
3/ 7/2012 WED					REG	1	8.00	11.80
					OT	1	3.80	
	7:40 AM*	LI	7:28 PM *	EO				
3/ 8/2012 THU					REG	1	8.00	11.78
					OT	1	3.78	
	7:43 AM*	LI	7:30 PM *	EO				
3/ 9/2012 FRI					REG	1	8.00	11.67
					OT	1	3.67	
	7:48 AM*	LI	7:28 PM *	EO				
3/12/2012 MON					REG	1	8.00	11.90
					OT	1	3.90	
	7:36 AM*	LI	7:30 PM *	EO				
3/13/2012 TUE					REG	1	8.00	11.83
					OT	1	3.83	
	7:38 AM*	LI	7:28 PM *	EO				
3/14/2012 WED					REG	1	8.00	11.85
					OT	1	3.85	

Period: From 1/3/2012 To 1/2/2013

Time Card Report

1/2/2013 8:18 PM

3/14/2012 WED 7:39 AM* LI 7:30 PM * EO

REG 1 8.00 11.87
OT 1 3.87

3/15/2012 THU

7:38 AM* LI 7:30 PM * EO

REG 1 8.00 12.10
OT 1 4.10

3/16/2012 FRI

7:39 AM* LI 7:45 PM * EO

REG 1 8.00 11.83
OT 1 3.83

3/19/2012 MON

7:40 AM* LI 7:30 PM * EO

REG 1 8.00 11.78
OT 1 3.78

3/20/2012 TUE

7:38 AM* LI 7:25 PM * EO

REG 1 8.00 11.83
OT 1 3.83

3/21/2012 WED

7:35 AM* LI 7:25 PM * EO

REG 1 8.00 11.73
OT 1 3.73

3/22/2012 THU

7:36 AM* LI 7:20 PM * EO

REG 1 8.00 10.33
OT 1 2.33

3/23/2012 FRI

7:40 AM* LI 6:00 PM * EO

REG 1 8.00 11.42
OT 1 3.42

3/26/2012 MON

7:35 AM* LI 7:00 PM * EO

REG 1 8.00 11.73
OT 1 3.73

3/27/2012 TUE

7:36 AM* LI 7:20 PM * EO

REG 1 8.00 11.92
OT 1 3.92

3/28/2012 WED

7:35 AM* LI 7:30 PM * EO

REG 1 8.00 11.78
OT 1 3.78

3/29/2012 THU

7:38 AM* LI 7:25 PM * EO

REG 1 8.00 11.87
OT 1 3.87

3/30/2012 FRI

7:38 AM* LI 7:30 PM * EO

REG 1 8.00 11.92
OT 1 3.92

4/ 2/2012 MON

7:35 AM* LI 7:30 PM * EO

REG 1 8.00 12.03
OT 1 4.03

4/ 3/2012 TUE

7:36 AM* LI 7:38 PM * EO

REG 1 8.00 11.97
OT 1 3.97

4/ 4/2012 WED

7:37 AM* LI 7:35 PM * EO

REG 1 8.00 12.00
OT 1 4.00

4/ 5/2012 THU

7:38 AM* LI 7:38 PM * EO

4/ 6/2012 FRI

8:00 AM* LI 4:00 PM * EO

REG 1 8.00 11.90
OT 1 3.90

4/ 9/2012 MON

Period: From 1/ 3/2012 To 1/ 2/2013

Time Card Report

1/ 2/2013 8:18 PM

4/ 9/2012 MON	7:36 AM*	LI	7:30 PM *	EO				
4/10/2012 TUE					REG	1	8.00	11.87
					OT	1	3.87	
4/11/2012 WED	7:38 AM*	LI	7:30 PM *	EO				
					REG	1	8.00	11.77
					OT	1	3.77	
4/12/2012 THU	7:39 AM*	LI	7:25 PM *	EO				
					REG	1	8.00	11.88
					OT	1	3.88	
4/13/2012 FRI	7:35 AM*	LI	7:28 PM *	EO				
					REG	1	8.00	11.83
					OT	1	3.83	
4/16/2012 MON	7:40 AM*	LI	7:30 PM *	EO				
					REG	1	8.00	11.92
					OT	1	3.92	
4/17/2012 TUE	7:35 AM*	LI	7:30 PM *	EO				
					REG	1	8.00	11.82
					OT	1	3.82	
4/18/2012 WED	7:36 AM*	LI	7:25 PM *	EO				
					REG	1	8.00	11.83
					OT	1	3.83	
4/19/2012 THU	7:38 AM*	LI	7:28 PM *	EO				
					REG	1	8.00	11.85
					OT	1	3.85	
4/20/2012 FRI	7:39 AM*	LI	7:30 PM *	EO				
					REG	1	8.00	11.75
					OT	1	3.75	
4/23/2012 MON	7:40 AM*	LI	7:25 PM *	EO				
					REG	1	8.00	11.42
					OT	1	3.42	
4/24/2012 TUE	7:35 AM*	LI	7:00 PM *	EO				
					REG	1	8.00	11.90
					OT	1	3.90	
4/25/2012 WED	7:36 AM*	LI	7:30 PM *	EO				
					REG	1	8.00	11.83
					OT	1	3.83	
4/26/2012 THU	7:38 AM*	LI	7:28 PM *	EO				
					REG	1	8.00	11.88
					OT	1	3.88	
4/27/2012 FRI	7:32 AM*	LI	7:25 PM *	EO				
					REG	1	8.00	11.97
					OT	1	3.97	
4/30/2012 MON	7:32 AM*	LI	7:30 PM *	EO				
					REG	1	8.00	11.92
					OT	1	3.92	
5/ 1/2012 TUE	7:35 AM*	LI	7:30 PM *	EO				
					REG	1	8.00	12.03
					OT	1	4.03	
5/ 2/2012 WED	7:38 AM*	LI	7:40 PM *	EO				
					REG	1	8.00	11.90
					OT	1	3.90	
5/ 3/2012 THU	7:36 AM*	LI	7:30 PM *	EO				
					REG	1	8.00	11.77
					OT	1	3.77	

Period: From 1/ 3/2012 To 1/ 2/2013

Time Card Report

1/ 2/2013 8:18 PM

5/ 3/2012 THU	7:39 AM*	LI	7:25 PM *	EO			
5/ 4/2012 FRI					REG	1	8.00 11.75
					OT	1	3.75
	7:40 AM*	LI	7:25 PM *	EO			
5/ 7/2012 MON					REG	1	8.00 11.33
					OT	1	3.33
	7:40 AM*	LI	7:00 PM *	EO			
5/ 8/2012 TUE					REG	1	8.00 11.57
					OT	1	3.57
	7:36 AM*	LI	7:10 PM *	EO			
5/ 9/2012 WED					REG	1	8.00 11.70
					OT	1	3.70
	7:38 AM*	LI	7:20 PM *	EO			
5/10/2012 THU					REG	1	8.00 11.67
					OT	1	3.67
	7:45 AM*	LI	7:25 PM *	EO			
5/11/2012 FRI					REG	1	8.00 11.33
					OT	1	3.33
	7:40 AM*	LI	7:00 PM *	EO			
5/14/2012 MON					REG	1	8.00 11.42
					OT	1	3.42
	7:35 AM*	LI	7:00 PM *	EO			
5/15/2012 TUE					REG	1	8.00 11.40
					OT	1	3.40
	7:36 AM*	LI	7:00 PM *	EO			
5/16/2012 WED					REG	1	8.00 11.37
					OT	1	3.37
	7:38 AM*	LI	7:00 PM *	EO			
5/17/2012 THU					REG	1	8.00 11.35
					OT	1	3.35
	7:39 AM*	LI	7:00 PM *	EO			
5/18/2012 FRI					REG	1	8.00 11.40
					OT	1	3.40
	7:36 AM*	LI	7:00 PM *	EO			
5/21/2012 MON					REG	1	8.00 11.42
					OT	1	3.42
	7:35 AM*	LI	7:00 PM *	EO			
5/22/2012 TUE					REG	1	8.00 11.40
					OT	1	3.40
	7:36 AM*	LI	7:00 PM *	EO			
5/23/2012 WED					REG	1	8.00 11.53
					OT	1	3.53
	7:38 AM*	LI	7:10 PM *	EO			
5/24/2012 THU					REG	1	8.00 11.43
					OT	1	3.43
	7:39 AM*	LI	7:05 PM *	EO			
5/25/2012 FRI					REG	1	8.00 11.40
					OT	1	3.40
	7:36 AM*	LI	7:00 PM *	EO			
5/28/2012 MON					REG	1	8.00 11.58
					OT	1	3.58
	7:35 AM*	LI	7:10 PM *	EO			
5/29/2012 TUE					REG	1	8.00 11.72
					OT	1	3.72

Period: From 1/ 3/2012 To 1/ 2/2013

Time Card Report

1/ 2/2013 8:18 PM

5/29/2012 TUE	7:32 AM*	LI	7:15 PM *	EO				
5/30/2012 WED					REG	1	8.00	11.67
					OT	1	3.67	
5/31/2012 THU	7:30 AM*	LI	7:10 PM *	EO				
					REG	1	8.00	11.45
					OT	1	3.45	
6/ 1/2012 FRI	7:38 AM*	LI	7:05 PM *	EO				
					REG	1	8.00	11.45
					OT	1	3.45	
6/ 4/2012 MON	7:39 AM*	LI	7:06 PM *	EO				
					REG	1	8.00	11.42
					OT	1	3.42	
6/ 5/2012 TUE	7:35 AM*	LI	7:00 PM *	EO				
					REG	1	8.00	11.65
					OT	1	3.65	
6/ 6/2012 WED	7:36 AM*	LI	7:15 PM *	EO				
					REG	1	8.00	11.67
					OT	1	3.67	
6/ 7/2012 THU	7:38 AM*	LI	7:18 PM *	EO				
					REG	1	8.00	11.42
					OT	1	3.42	
6/ 8/2012 FRI	7:35 AM*	LI	7:00 PM *	EO				
					REG	1	8.00	11.75
					OT	1	3.75	
6/11/2012 MON	7:30 AM*	LI	7:15 PM *	EO				
					REG	1	8.00	11.67
					OT	1	3.67	
6/12/2012 TUE	7:40 AM*	LI	7:20 PM *	EO				
					REG	1	8.00	11.78
					OT	1	3.78	
6/13/2012 WED	7:32 AM*	LI	7:19 PM *	EO				
					REG	1	8.00	11.50
					OT	1	3.50	
6/14/2012 THU	7:35 AM*	LI	7:05 PM *	EO				
					REG	1	8.00	11.62
					OT	1	3.62	
6/15/2012 FRI	7:38 AM*	LI	7:15 PM *	EO				
					REG	1	8.00	9.33
					OT	1	1.33	
6/18/2012 MON	7:40 AM*	LI	5:00 PM *	EO				
					REG	1	8.00	11.33
					OT	1	3.33	
6/19/2012 TUE	7:40 AM*	LI	7:00 PM *	EO				
					REG	1	8.00	11.50
					OT	1	3.50	
6/20/2012 WED	7:35 AM*	LI	7:05 PM *	EO				
					REG	1	8.00	11.40
					OT	1	3.40	
6/21/2012 THU	7:36 AM*	LI	7:00 PM *	EO				
					REG	1	8.00	11.53
					OT	1	3.53	
6/22/2012 FRI	7:38 AM*	LI	7:10 PM *	EO				
					REG	1	8.00	11.67
					OT	1	3.67	

Period: From 1/ 3/2012 To 1/ 2/2013

Time Card Report

1/ 2/2013 8:18 PM

6/22/2012 FRI	7:35 AM*	LI	7:15 PM *	EO			
6/25/2012 MON					REG	1	8.00 11.92
					OT	1	3.92
6/26/2012 TUE	7:35 AM*	LI	7:30 PM *	EO			
					REG	1	8.00 11.82
					OT	1	3.82
6/27/2012 WED	7:36 AM*	LI	7:25 PM *	EO			
					REG	1	8.00 11.80
					OT	1	3.80
6/28/2012 THU	7:37 AM*	LI	7:25 PM *	EO			
					REG	1	8.00 11.87
					OT	1	3.87
6/29/2012 FRI	7:38 AM*	LI	7:30 PM *	EO			
					REG	1	8.00 11.83
					OT	1	3.83
7/ 2/2012 MON	7:40 AM*	LI	7:30 PM *	EO			
					REG	1	8.00 11.83
					OT	1	3.83
7/ 3/2012 TUE	7:40 AM*	LI	7:30 PM *	EO			
					REG	1	8.00 11.82
					OT	1	3.82
7/ 4/2012 WED	7:36 AM*	LI	7:25 PM *	EO			
					REG	1	8.00 9.37
					OT	1	1.37
7/ 5/2012 THU	7:38 AM*	LI	5:00 PM *	EO			
					REG	1	8.00 11.68
					OT	1	3.68
7/ 6/2012 FRI	7:39 AM*	LI	7:20 PM *	EO			
					REG	1	8.00 11.58
					OT	1	3.58
7/ 9/2012 MON	7:40 AM*	LI	7:15 PM *	EO			
					REG	1	8.00 11.83
					OT	1	3.83
7/10/2012 TUE	7:40 AM*	LI	7:30 PM *	EO			
					REG	1	8.00 11.83
					OT	1	3.83
7/11/2012 WED	7:35 AM*	LI	7:25 PM *	EO			
					REG	1	8.00 11.90
					OT	1	3.90
7/12/2012 THU	7:36 AM*	LI	7:30 PM *	EO			
					REG	1	8.00 11.33
					OT	1	3.33
7/13/2012 FRI	7:40 AM*	LI	7:00 PM *	EO			
					REG	1	8.00 11.45
					OT	1	3.45
7/16/2012 MON	7:53 AM*	LI	7:20 PM *	EO			
					REG	1	8.00 11.67
					OT	1	3.67
7/17/2012 TUE	7:40 AM*	LI	7:20 PM *	EO			
					REG	1	8.00 11.82
					OT	1	3.82
7/18/2012 WED	7:36 AM*	LI	7:25 PM *	EO			
					REG	1	8.00 11.70
					OT	1	3.70

Period: From 1/ 3/2012 To 1/ 2/2013

Time Card Report

1/ 2/2013 8:18 PM

7/18/2012 WED	7:38 AM*	LI	7:20 PM *	EO			
7/19/2012 THU					REG	1	8.00 11.35
					OT	1	3.35
7/20/2012 FRI	7:39 AM*	LI	7:00 PM *	EO			
					REG	1	8.00 11.42
					OT	1	3.42
7/23/2012 MON	7:35 AM*	LI	7:00 PM *	EO			
					REG	1	8.00 11.83
					OT	1	3.83
7/24/2012 TUE	7:40 AM*	LI	7:30 PM *	EO			
					REG	1	8.00 11.63
					OT	1	3.63
7/25/2012 WED	7:42 AM*	LI	7:20 PM *	EO			
					REG	1	8.00 11.92
					OT	1	3.92
7/26/2012 THU	7:35 AM*	LI	7:30 PM *	EO			
					REG	1	8.00 11.75
					OT	1	3.75
7/27/2012 FRI	7:45 AM*	LI	7:30 PM *	EO			
					REG	1	8.00 11.67
					OT	1	3.67
7/30/2012 MON	7:45 AM*	LI	7:25 PM *	EO			
					REG	1	8.00 10.33
					OT	1	2.33
7/31/2012 TUE	7:40 AM*	LI	6:00 PM *	EO			
					REG	1	8.00 10.37
					OT	1	2.37
8/ 1/2012 WED	7:38 AM*	LI	6:00 PM *	EO			
					REG	1	8.00 9.25
					OT	1	1.25
8/27/2012 MON	7:45 AM*	LI	5:00 PM *	EO			
					REG	1	8.00 11.83
					OT	1	3.83
8/28/2012 TUE	7:40 AM*	LI	7:30 PM *	EO			
					REG	1	8.00 12.15
					OT	1	4.15
8/29/2012 WED	7:36 AM*	LI	7:45 PM *	EO			
					REG	1	8.00 11.95
					OT	1	3.95
8/30/2012 THU	7:38 AM*	LI	7:35 PM *	EO			
					REG	1	8.00 12.02
					OT	1	4.02
8/31/2012 FRI	7:39 AM*	LI	7:40 PM *	EO			
					REG	1	8.00 11.90
					OT	1	3.90
9/ 3/2012 MON	7:36 AM*	LI	7:30 PM *	EO			
					REG	1	8.00 11.92
					OT	1	3.92
9/ 4/2012 TUE	7:35 AM*	LI	7:30 PM *	EO			
					REG	1	8.00 12.07
					OT	1	4.07
9/ 5/2012 WED	7:36 AM*	LI	7:40 PM *	EO			
					REG	1	8.00 12.05
					OT	1	4.05

Period: From 1/ 3/2012 To 1/ 2/2013

Time Card Report

1/ 2/2013 8:18 PM

9/ 5/2012 WED	7:32 AM*	LI	7:35 PM *	EO			
9/ 6/2012 THU					REG	1	8.00 12.00
					OT	1	4.00
9/ 7/2012 FRI	7:38 AM*	LI	7:38 PM *	EO			
					REG	1	8.00 12.08
					OT	1	4.08
9/10/2012 MON	7:35 AM*	LI	7:40 PM *	EO			
					REG	1	8.00 11.92
					OT	1	3.92
9/11/2012 TUE	7:35 AM*	LI	7:30 PM *	EO			
					REG	1	8.00 11.83
					OT	1	3.83
9/12/2012 WED	7:38 AM*	LI	7:28 PM *	EO			
					REG	1	8.00 11.82
					OT	1	3.82
9/13/2012 THU	7:36 AM*	LI	7:25 PM *	EO			
					REG	1	8.00 11.83
					OT	1	3.83
9/14/2012 FRI	7:38 AM*	LI	7:28 PM *	EO			
					REG	1	8.00 11.77
					OT	1	3.77
9/17/2012 MON	7:39 AM*	LI	7:25 PM *	EO			
					REG	1	8.00 11.75
					OT	1	3.75
9/18/2012 TUE	7:35 AM*	LI	7:20 PM *	EO			
					REG	1	8.00 11.90
					OT	1	3.90
9/19/2012 WED	7:36 AM*	LI	7:30 PM *	EO			
					REG	1	8.00 11.78
					OT	1	3.78
9/20/2012 THU	7:38 AM*	LI	7:25 PM *	EO			
					REG	1	8.00 11.77
					OT	1	3.77
9/21/2012 FRI	7:39 AM*	LI	7:25 PM *	EO			
					REG	1	8.00 11.87
					OT	1	3.87
9/24/2012 MON	7:38 AM*	LI	7:30 PM *	EO			
					REG	1	8.00 11.90
					OT	1	3.90
9/25/2012 TUE	7:36 AM*	LI	7:30 PM *	EO			
					REG	1	8.00 11.78
					OT	1	3.78
9/26/2012 WED	7:38 AM*	LI	7:25 PM *	EO			
					REG	1	8.00 11.67
					OT	1	3.67
9/27/2012 THU	7:40 AM*	LI	7:20 PM *	EO			
					REG	1	8.00 11.85
					OT	1	3.85
9/28/2012 FRI	7:39 AM*	LI	7:30 PM *	EO			
					REG	1	8.00 11.72
					OT	1	3.72
10/ 1/2012 MON	7:42 AM*	LI	7:25 PM *	EO			
					REG	1	8.00 11.42
					OT	1	3.42

Period: From 1/ 3/2012 To 1/ 2/2013

Time Card Report

1/ 2/2013 8:18 PM

10/ 1/2012	MON	7:35 AM*	LI	7:00 PM *	EO			
10/ 2/2012	TUE					REG	1	8.00 11.43
						OT	1	3.43
10/ 3/2012	WED	7:36 AM*	LI	7:02 PM *	EO			
						REG	1	8.00 11.30
						OT	1	3.30
10/ 4/2012	THU	7:32 AM*	LI	6:50 PM *	EO			
						REG	1	8.00 11.42
						OT	1	3.42
10/ 5/2012	FRI	7:37 AM*	LI	7:02 PM *	EO			
						REG	1	8.00 11.53
						OT	1	3.53
10/ 8/2012	MON	7:38 AM*	LI	7:10 PM *	EO			
						REG	1	8.00 11.40
						OT	1	3.40
10/ 9/2012	TUE	7:36 AM*	LI	7:00 PM *	EO			
						REG	1	8.00 11.70
						OT	1	3.70
10/10/201	WED	7:38 AM*	LI	7:20 PM *	EO			
						REG	1	8.00 11.60
						OT	1	3.60
10/11/201	THU	7:39 AM*	LI	7:15 PM *	EO			
						REG	1	8.00 11.60
						OT	1	3.60
10/12/201	FRI	7:39 AM*	LI	7:15 PM *	EO			
						REG	1	8.00 11.33
						OT	1	3.33
10/15/201	MON	7:40 AM*	LI	7:00 PM *	EO			
						REG	1	8.00 11.37
						OT	1	3.37
10/16/201	TUE	7:38 AM*	LI	7:00 PM *	EO			
						REG	1	8.00 11.52
						OT	1	3.52
10/17/201	WED	7:39 AM*	LI	7:10 PM *	EO			
						REG	1	8.00 11.42
						OT	1	3.42
10/18/201	THU	7:40 AM*	LI	7:05 PM *	EO			
						REG	1	8.00 11.58
						OT	1	3.58
10/19/201	FRI	7:35 AM*	LI	7:10 PM *	EO			
						REG	1	8.00 11.37
						OT	1	3.37
10/22/201	MON	7:38 AM*	LI	7:00 PM *	EO			
						REG	1	8.00 11.42
						OT	1	3.42
10/23/201	TUE	7:35 AM*	LI	7:00 PM *	EO			
						REG	1	8.00 11.40
						OT	1	3.40
10/24/201	WED	7:36 AM*	LI	7:00 PM *	EO			
						REG	1	8.00 11.57
						OT	1	3.57
10/25/201	THU	7:36 AM*	LI	7:10 PM *	EO			
						REG	1	8.00 11.45
						OT	1	3.45

Period: From 1/ 3/2012 To 1/ 2/2013

Time Card Report

1/ 2/2013 8:18 PM

10/25/2012THU	7:38 AM*	LI	7:05 PM *	EO				
10/26/2012FRI						REG	1	8.00 11.52
						OT	1	3.52
10/29/2012MON	7:39 AM*	LI	7:10 PM *	EO		REG	1	8.00 11.42
						OT	1	3.42
10/30/2012TUE	7:35 AM*	LI	7:00 PM *	EO		REG	1	8.00 11.20
						OT	1	3.20
10/31/2012WED	7:38 AM*	LI	6:50 PM *	EO		REG	1	8.00 11.35
						OT	1	3.35
11/ 1/2012THU	7:39 AM*	LI	7:00 PM *	EO		REG	1	8.00 11.25
						OT	1	3.25
11/ 2/2012FRI	7:40 AM*	LI	6:55 PM *	EO		REG	1	8.00 11.42
						OT	1	3.42
11/ 5/2012MON	7:35 AM*	LI	7:00 PM *	EO		REG	1	8.00 11.42
						OT	1	3.42
11/ 6/2012TUE	7:35 AM*	LI	7:00 PM *	EO		REG	1	8.00 11.57
						OT	1	3.57
11/ 7/2012WED	7:36 AM*	LI	7:10 PM *	EO		REG	1	8.00 11.68
						OT	1	3.68
11/ 8/2012THU	7:39 AM*	LI	7:20 PM *	EO		REG	1	8.00 11.67
						OT	1	3.67
11/ 9/2012FRI	7:35 AM*	LI	7:15 PM *	EO		REG	1	8.00 11.58
						OT	1	3.58
11/12/2012MON	7:40 AM*	LI	7:15 PM *	EO		REG	1	8.00 11.90
						OT	1	3.90
11/13/2012TUE	7:36 AM*	LI	7:30 PM *	EO		REG	1	8.00 11.78
						OT	1	3.78
11/14/2012WED	7:38 AM*	LI	7:25 PM *	EO		REG	1	8.00 11.72
						OT	1	3.72
11/15/2012THU	7:39 AM*	LI	7:22 PM *	EO		REG	1	8.00 11.78
						OT	1	3.78
11/16/2012FRI	7:35 AM*	LI	7:22 PM *	EO		REG	1	8.00 11.83
						OT	1	3.83
11/19/2012MON	7:40 AM*	LI	7:30 PM *	EO		REG	1	8.00 11.58
						OT	1	3.58
11/20/2012TUE	7:40 AM*	LI	7:15 PM *	EO		REG	1	8.00 11.73
						OT	1	3.73

Period: From 1/3/2012 To 1/2/2013

Time Card Report

1/2/2013 8:18 PM

11/20/201:TUE	7:36 AM*	LI	7:20 PM *	EO			
11/21/201:WED						REG	1 8.00 11.38
						OT	1 3.38
11/22/201:THU	7:37 AM*	LI	7:00 PM *	EO		REG	1 8.00 11.70
						OT	1 3.70
11/23/201:FRI	7:38 AM*	LI	7:20 PM *	EO		REG	1 8.00 11.58
						OT	1 3.58
11/26/201:MON	7:40 AM*	LI	7:15 PM *	EO		REG	1 8.00 11.67
						OT	1 3.67
11/27/201:TUE	7:35 AM*	LI	7:15 PM *	EO		REG	1 8.00 11.70
						OT	1 3.70
11/28/201:WED	7:38 AM*	LI	7:20 PM *	EO		REG	1 8.00 11.77
						OT	1 3.77
11/29/201:THU	7:39 AM*	LI	7:25 PM *	EO		REG	1 8.00 11.75
						OT	1 3.75
11/30/201:FRI	7:35 AM*	LI	7:20 PM *	EO		REG	1 8.00 11.58
						OT	1 3.58
12/ 3/2012:MON	7:40 AM*	LI	7:15 PM *	EO		REG	1 8.00 11.82
						OT	1 3.82
12/ 4/2012:TUE	7:36 AM*	LI	7:25 PM *	EO		REG	1 8.00 11.70
						OT	1 3.70
12/ 5/2012:WED	7:37 AM*	LI	7:19 PM *	EO		REG	1 8.00 11.62
						OT	1 3.62
12/ 6/2012:THU	7:38 AM*	LI	7:15 PM *	EO		REG	1 8.00 11.65
						OT	1 3.65
12/ 7/2012:FRI	7:39 AM*	LI	7:18 PM *	EO		REG	1 8.00 11.73
						OT	1 3.73
12/10/201:MON	7:35 AM*	LI	7:19 PM *	EO		REG	1 8.00 11.83
						OT	1 3.83
12/11/201:TUE	7:40 AM*	LI	7:30 PM *	EO		REG	1 8.00 11.82
						OT	1 3.82
12/12/201:WED	7:36 AM*	LI	7:25 PM *	EO		REG	1 8.00 11.62
						OT	1 3.62
12/13/201:THU	7:38 AM*	LI	7:15 PM *	EO		REG	1 8.00 11.65
						OT	1 3.65
12/14/201:FRI	7:39 AM*	LI	7:18 PM *	EO		REG	1 8.00 11.67
						OT	1 3.67

Period: From 1/3/2012 To 1/2/2013

Time Card Report

1/2/2013 8:18 PM

12/14/201.FRI 7:40 AM* LI 7:20 PM * EO
 12/17/201.MON
 7:36 AM* LI 7:30 PM * EO
 12/18/201.TUE
 7:36 AM* LI 7:20 PM * EO
 12/19/201.WED
 7:32 AM* LI 7:25 PM * EO
 12/20/201.THU
 7:33 AM* LI 7:28 PM * EO
 12/21/201.FRI
 7:35 AM* LI 7:30 PM * EO
 12/24/201.MON
 7:45 AM* LI 7:00 PM * EO
 8:00 AM* LI 4:00 PM * EO
 12/26/201.WED
 7:35 AM* LI 7:30 PM * EO
 12/27/201.THU
 7:40 AM* LI 7:35 PM * EO
 12/28/201.FRI
 7:35 AM* LI 8:00 PM * EO

REG 1 8.00 11.90
 OT 1 3.90
 REG 1 8.00 11.73
 OT 1 3.73
 REG 1 8.00 11.88
 OT 1 3.88
 REG 1 8.00 11.92
 OT 1 3.92
 REG 1 8.00 11.92
 OT 1 3.92
 REG 1 8.00 11.25
 OT 1 3.25
 REG 1 [REDACTED]
 REG 1 8.00 11.92
 OT 1 3.92
 REG 1 8.00 11.92
 OT 1 3.92
 REG 1 8.00 12.42
 OT 1 4.42

Department Total:

OFFICE

OT	REG
868.40	1936.00

Employee Total for

DEP. CHARRIEZ, W

OT	REG
868.40	1936.00

215.00

653.00

Days daily week
 $218 \div 5 = 43 \times 5 = 215$

Time Card Report

<i>Employee#:</i>		<i>580314593</i>		<i>DEP. CHARRIEZ, W</i>		<i>Badge ID#:</i>		<i>580314593</i>				
<i>Department#:</i>		<i>14</i>		<i>OFFICE</i>								
<i>Date</i>	<i>Day</i>	<i>IN</i>	<i>Code</i>	<i>OUT</i>	<i>Code</i>	<i>Cost Center</i>	<i>Department</i>	<i>Job Class</i>	<i>Pay Z.</i>	<i>Cost C.</i>	<i>Hours</i>	<i>Total</i>
1/ 3/2011	MON								REG	1	8.00	11.08
									OT	1	3.08	
		7:40 AM*	LI	6:45 PM *	EO							
1/ 4/2011	TUE								REG	1	8.00	10.87
									OT	1	2.87	
		7:38 AM*	LI	6:30 PM *	EO							
1/ 5/2011	WED								REG	1	8.00	11.00
									OT	1	3.00	
		7:35 AM*	LI	6:35 PM *	EO							
1/ 6/2011	THU								REG	1	8.00	11.07
									OT	1	3.07	
		7:36 AM*	LI	6:40 PM *	EO							
1/ 7/2011	FRI								REG	1	8.00	10.98
									OT	1	2.98	
		7:39 AM*	LI	6:38 PM *	EO							
1/10/2011	MON								REG	1	8.00	11.83
									OT	1	3.83	
		7:40 AM*	LI	7:30 PM *	EO							
1/11/2011	TUE								REG	1	8.00	11.83
									OT	1	3.83	
		7:40 AM*	LI	7:30 PM *	EO							
1/12/2011	WED								REG	1	8.00	12.08
									OT	1	4.08	
		7:40 AM*	LI	7:45 PM *	EO							
1/13/2011	THU								REG	1	8.00	12.08
									OT	1	4.08	
		7:30 AM*	LI	7:35 PM *	EO							
1/14/2011	FRI								REG	1	8.00	12.00
									OT	1	4.00	
		7:45 AM*	LI	7:45 PM *	EO							
1/17/2011	MON								REG	1	8.00	11.08
									OT	1	3.08	
		7:40 AM*	LI	6:45 PM *	EO							
1/18/2011	TUE								REG	1	8.00	11.25
									OT	1	3.25	
		7:35 AM*	LI	6:50 PM *	EO							
1/19/2011	WED								REG	1	8.00	11.10
									OT	1	3.10	
		7:39 AM*	LI	6:45 PM *	EO							
1/20/2011	THU								REG	1	8.00	11.17
									OT	1	3.17	
		7:38 AM*	LI	6:48 PM *	EO							
1/21/2011	FRI								REG	1	8.00	11.00
									OT	1	3.00	
		7:45 AM*	LI	6:45 PM *	EO							
1/24/2011	MON								REG	1	8.00	11.08
									OT	1	3.08	

Period: From 1/ 1/2011 To 12/31/2011

Time Card Report

1/17/2013 4:02 PM

1/24/2011 MON	7:40 AM*	LI	6:45 PM *	EO			
1/25/2011 TUE					REG	1	8.00 11.12
					OT	1	3.12
1/26/2011 WED	7:35 AM*	LI	6:42 PM *	EO			
					REG	1	8.00 11.20
					OT	1	3.20
1/27/2011 THU	7:38 AM*	LI	6:50 PM *	EO			
					REG	1	8.00 11.10
					OT	1	3.10
1/28/2011 FRI	7:39 AM*	LI	6:45 PM *	EO			
					REG	1	8.00 11.20
					OT	1	3.20
1/31/2011 MON	7:40 AM*	LI	6:52 PM *	EO			
					REG	1	8.00 11.17
					OT	1	3.17
2/ 1/2011 TUE	7:40 AM*	LI	6:50 PM *	EO			
					REG	1	8.00 11.28
					OT	1	3.28
2/ 2/2011 WED	7:35 AM*	LI	6:52 PM *	EO			
					REG	1	8.00 11.32
					OT	1	3.32
2/ 3/2011 THU	7:36 AM*	LI	6:55 PM *	EO			
					REG	1	8.00 11.12
					OT	1	3.12
2/ 4/2011 FRI	7:38 AM*	LI	6:45 PM *	EO			
					REG	1	8.00 11.00
					OT	1	3.00
2/ 7/2011 MON	7:45 AM*	LI	6:45 PM *	EO			
					REG	1	8.00 11.17
					OT	1	3.17
2/ 8/2011 TUE	7:35 AM*	LI	6:45 PM *	EO			
					REG	1	8.00 11.30
					OT	1	3.30
2/ 9/2011 WED	7:32 AM*	LI	6:50 PM *	EO			
					REG	1	8.00 11.25
					OT	1	3.25
2/10/2011 THU	7:33 AM*	LI	6:48 PM *	EO			
					REG	1	8.00 11.15
					OT	1	3.15
2/11/2011 FRI	7:36 AM*	LI	6:45 PM *	EO			
					REG	1	8.00 11.22
					OT	1	3.22
2/14/2011 MON	7:35 AM*	LI	6:48 PM *	EO			
					REG	1	8.00 11.17
					OT	1	3.17
2/15/2011 TUE	7:35 AM*	LI	6:45 PM *	EO			
					REG	1	8.00 11.23
					OT	1	3.23
2/16/2011 WED	7:36 AM*	LI	6:50 PM *	EO			
					REG	1	8.00 11.20
					OT	1	3.20
2/17/2011 THU	7:38 AM*	LI	6:50 PM *	EO			
					REG	1	8.00 11.18
					OT	1	3.18

Period: From 1/ 1/2011 To 12/31/2011

Time Card Report

1/17/2013 4:02 PM

2/17/2011 THU	7:39 AM*	LI	6:50 PM *	EO			
2/18/2011 FRI					REG	1	8.00 11.13
					OT	1	3.13
2/21/2011 MON	7:37 AM*	LI	6:45 PM *	EO			
					REG	1	8.00 11.08
					OT	1	3.08
2/22/2011 TUE	7:40 AM*	LI	6:45 PM *	EO			
					REG	1	8.00 11.25
					OT	1	3.25
2/23/2011 WED	7:35 AM*	LI	6:50 PM *	EO			
					REG	1	8.00 11.28
					OT	1	3.28
2/24/2011 THU	7:38 AM*	LI	6:55 PM *	EO			
					REG	1	8.00 11.28
					OT	1	3.28
2/25/2011 FRI	7:39 AM*	LI	6:56 PM *	EO			
					REG	1	8.00 11.08
					OT	1	3.08
2/28/2011 MON	7:40 AM*	LI	6:45 PM *	EO			
					REG	1	8.00 11.08
					OT	1	3.08
3/ 1/2011 TUE	7:40 AM*	LI	6:45 PM *	EO			
					REG	1	8.00 11.20
					OT	1	3.20
3/ 2/2011 WED	7:38 AM*	LI	6:50 PM *	EO			
					REG	1	8.00 11.17
					OT	1	3.17
3/ 3/2011 THU	7:35 AM*	LI	6:45 PM *	EO			
					REG	1	8.00 11.27
					OT	1	3.27
3/ 4/2011 FRI	7:36 AM*	LI	6:52 PM *	EO			
					REG	1	8.00 11.20
					OT	1	3.20
3/ 7/2011 MON	7:38 AM*	LI	6:50 PM *	EO			
					REG	1	8.00 11.17
					OT	1	3.17
3/ 8/2011 TUE	7:35 AM*	LI	6:45 PM *	EO			
					REG	1	8.00 11.23
					OT	1	3.23
3/ 9/2011 WED	7:36 AM*	LI	6:50 PM *	EO			
					REG	1	8.00 11.33
					OT	1	3.33
3/10/2011 THU	7:35 AM*	LI	6:55 PM *	EO			
					REG	1	8.00 11.30
					OT	1	3.30
3/11/2011 FRI	7:38 AM*	LI	6:56 PM *	EO			
					REG	1	8.00 9.50
					OT	1	1.50
3/14/2011 MON	7:30 AM*	LI	5:00 PM *	EO			
					REG	1	8.00 11.17
					OT	1	3.17
3/15/2011 TUE	7:35 AM*	LI	6:45 PM *	EO			
					REG	1	8.00 11.20
					OT	1	3.20

Period: From 1/ 1/2011 To 12/31/2011

Time Card Report

1/17/2013 4:02 PM

3/15/2011 TUE	7:38 AM*	LI	6:50 PM *	EO			
3/16/2011 WED					REG	1	8.00 11.15
					OT	1	3.15
3/17/2011 THU	7:36 AM*	LI	6:45 PM *	EO			
					REG	1	8.00 11.28
					OT	1	3.28
3/18/2011 FRI	7:38 AM*	LI	6:55 PM *	EO			
					REG	1	8.00 11.08
					OT	1	3.08
3/21/2011 MON	7:45 AM*	LI	6:50 PM *	EO			
					REG	1	8.00 11.12
					OT	1	3.12
3/22/2011 TUE	7:38 AM*	LI	6:45 PM *	EO			
					REG	1	8.00 11.23
					OT	1	3.23
3/23/2011 WED	7:36 AM*	LI	6:50 PM *	EO			
					REG	1	8.00 11.33
					OT	1	3.33
3/24/2011 THU	7:35 AM*	LI	6:55 PM *	EO			
					REG	1	8.00 11.18
					OT	1	3.18
3/25/2011 FRI	7:39 AM*	LI	6:50 PM *	EO			
					REG	1	8.00 11.15
					OT	1	3.15
3/28/2011 MON	7:36 AM*	LI	6:45 PM *	EO			
					REG	1	8.00 11.17
					OT	1	3.17
3/29/2011 TUE	7:35 AM*	LI	6:45 PM *	EO			
					REG	1	8.00 11.07
					OT	1	3.07
3/30/2011 WED	7:36 AM*	LI	6:40 PM *	EO			
					REG	1	8.00 11.20
					OT	1	3.20
3/31/2011 THU	7:38 AM*	LI	6:50 PM *	EO			
					REG	1	8.00 11.38
					OT	1	3.38
4/ 1/2011 FRI	7:35 AM*	LI	6:58 PM *	EO			
					REG	1	8.00 11.18
					OT	1	3.18
4/ 4/2011 MON	7:39 AM*	LI	6:50 PM *	EO			
					REG	1	8.00 11.17
					OT	1	3.17
4/ 5/2011 TUE	7:35 AM*	LI	6:45 PM *	EO			
					REG	1	8.00 11.23
					OT	1	3.23
4/ 6/2011 WED	7:36 AM*	LI	6:50 PM *	EO			
					REG	1	8.00 11.38
					OT	1	3.38
4/ 7/2011 THU	7:32 AM*	LI	6:55 PM *	EO			
					REG	1	8.00 11.38
					OT	1	3.38
4/ 8/2011 FRI	7:35 AM*	LI	6:58 PM *	EO			
					REG	1	8.00 11.15
					OT	1	3.15

Period: From 1/ 1/2011 To 12/31/2011

Time Card Report

1/17/2013 4:02 PM

4/ 8/2011 FRI	7:36 AM*	LI	6:45 PM *	EO			
4/11/2011 MON					REG	1	8.00 11.17
					OT	1	3.17
4/12/2011 TUE	7:40 AM*	LI	6:50 PM *	EO			
					REG	1	8.00 11.40
					OT	1	3.40
4/13/2011 WED	7:35 AM*	LI	6:59 PM *	EO			
					REG	1	8.00 11.12
					OT	1	3.12
4/14/2011 THU	7:38 AM*	LI	6:45 PM *	EO			
					REG	1	8.00 11.25
					OT	1	3.25
4/15/2011 FRI	7:35 AM*	LI	6:50 PM *	EO			
					REG	1	8.00 11.18
					OT	1	3.18
4/18/2011 MON	7:39 AM*	LI	6:50 PM *	EO			
					REG	1	8.00 11.17
					OT	1	3.17
4/19/2011 TUE	7:35 AM*	LI	6:45 PM *	EO			
					REG	1	8.00 11.20
					OT	1	3.20
4/20/2011 WED	7:38 AM*	LI	6:50 PM *	EO			
					REG	1	8.00 11.13
					OT	1	3.13
4/21/2011 THU	7:40 AM*	LI	6:48 PM *	EO			
					REG	1	8.00 11.18
					OT	1	3.18
4/22/2011 FRI	7:39 AM*	LI	6:50 PM *	EO			
					REG	1	8.00 8.00
4/25/2011 MON	8:00 AM*	LI	4:00 PM *	EO			
					REG	1	8.00 11.17
					OT	1	3.17
4/26/2011 TUE	7:35 AM*	LI	6:45 PM *	EO			
					REG	1	8.00 11.20
					OT	1	3.20
4/27/2011 WED	7:38 AM*	LI	6:50 PM *	EO			
					REG	1	8.00 11.28
					OT	1	3.28
4/28/2011 THU	7:38 AM*	LI	6:55 PM *	EO			
					REG	1	8.00 11.23
					OT	1	3.23
4/29/2011 FRI	7:36 AM*	LI	6:50 PM *	EO			
					REG	1	8.00 11.12
					OT	1	3.12
5/ 2/2011 MON	7:38 AM*	LI	6:45 PM *	EO			
					REG	1	8.00 11.17
					OT	1	3.17
5/ 3/2011 TUE	7:35 AM*	LI	6:45 PM *	EO			
					REG	1	8.00 11.23
					OT	1	3.23
5/ 4/2011 WED	7:36 AM*	LI	6:50 PM *	EO			
					REG	1	8.00 11.20
					OT	1	3.20

Period: From 1/1/2011 To 12/31/2011

Time Card Report

1/17/2013 4:02 PM

5/4/2011 WED	7:38 AM*	LI	6:50 PM *	EO			
5/5/2011 THU					REG	1	8.00 11.15
					OT	1	3.15
5/6/2011 FRI	7:39 AM*	LI	6:48 PM *	EO			
					REG	1	8.00 11.13
					OT	1	3.13
5/9/2011 MON	7:37 AM*	LI	6:45 PM *	EO			
					REG	1	8.00 11.17
					OT	1	3.17
5/10/2011 TUE	7:35 AM*	LI	6:45 PM *	EO			
					REG	1	8.00 11.20
					OT	1	3.20
5/11/2011 WED	7:38 AM*	LI	6:50 PM *	EO			
					REG	1	8.00 11.10
					OT	1	3.10
5/12/2011 THU	7:39 AM*	LI	6:45 PM *	EO			
					REG	1	8.00 11.07
					OT	1	3.07
5/13/2011 FRI	7:36 AM*	LI	6:40 PM *	EO			
					REG	1	8.00 10.88
					OT	1	2.88
5/16/2011 MON	7:37 AM*	LI	6:30 PM *	EO			
					REG	1	8.00 11.08
					OT	1	3.08
5/17/2011 TUE	7:40 AM*	LI	6:45 PM *	EO			
					REG	1	8.00 11.25
					OT	1	3.25
5/18/2011 WED	7:35 AM*	LI	6:50 PM *	EO			
					REG	1	8.00 11.27
					OT	1	3.27
5/19/2011 THU	7:32 AM*	LI	6:48 PM *	EO			
					REG	1	8.00 11.25
					OT	1	3.25
5/20/2011 FRI	7:35 AM*	LI	6:50 PM *	EO			
					REG	1	8.00 11.08
					OT	1	3.08
5/23/2011 MON	7:40 AM*	LI	6:45 PM *	EO			
					REG	1	8.00 11.08
					OT	1	3.08
5/24/2011 TUE	7:40 AM*	LI	6:45 PM *	EO			
					REG	1	8.00 11.20
					OT	1	3.20
5/25/2011 WED	7:38 AM*	LI	6:50 PM *	EO			
					REG	1	8.00 11.18
					OT	1	3.18
5/26/2011 THU	7:40 AM*	LI	6:51 PM *	EO			
					REG	1	8.00 11.22
					OT	1	3.22
5/27/2011 FRI	7:39 AM*	LI	6:52 PM *	EO			
					REG	1	8.00 11.17
					OT	1	3.17
5/30/2011 MON	7:35 AM*	LI	6:45 PM *	EO			
					REG	1	8.00 11.25
					OT	1	3.25

Period: From 1/ 1/2011 To 12/31/2011

Time Card Report

1/17/2013 4:02 PM

5/30/2011 MON	7:35 AM*	LI	6:50 PM *	EO			
5/31/2011 TUE					REG	1	8.00 11.15
					OT	1	3.15
6/ 1/2011 WED	7:36 AM*	LI	6:45 PM *	EO			
					REG	1	8.00 11.03
					OT	1	3.03
6/ 2/2011 THU	7:38 AM*	LI	6:40 PM *	EO			
					REG	1	8.00 11.15
					OT	1	3.15
6/ 3/2011 FRI	7:36 AM*	LI	6:45 PM *	EO			
					REG	1	8.00 11.42
					OT	1	3.42
6/ 6/2011 MON	7:30 AM*	LI	6:55 PM *	EO			
					REG	1	8.00 11.08
					OT	1	3.08
6/ 7/2011 TUE	7:45 AM*	LI	6:50 PM *	EO			
					REG	1	8.00 11.23
					OT	1	3.23
6/ 8/2011 WED	7:38 AM*	LI	6:52 PM *	EO			
					REG	1	8.00 11.25
					OT	1	3.25
6/ 9/2011 THU	7:40 AM*	LI	6:55 PM *	EO			
					REG	1	8.00 11.13
					OT	1	3.13
6/10/2011 FRI	7:42 AM*	LI	6:50 PM *	EO			
					REG	1	8.00 11.00
					OT	1	3.00
6/13/2011 MON	7:45 AM*	LI	6:45 PM *	EO			
					REG	1	8.00 11.25
					OT	1	3.25
6/14/2011 TUE	7:35 AM*	LI	6:50 PM *	EO			
					REG	1	8.00 11.20
					OT	1	3.20
6/15/2011 WED	7:40 AM*	LI	6:52 PM *	EO			
					REG	1	8.00 11.20
					OT	1	3.20
6/16/2011 THU	7:38 AM*	LI	6:50 PM *	EO			
					REG	1	8.00 11.25
					OT	1	3.25
6/17/2011 FRI	7:35 AM*	LI	6:50 PM *	EO			
					REG	1	8.00 11.27
					OT	1	3.27
6/20/2011 MON	7:36 AM*	LI	6:52 PM *	EO			
					REG	1	8.00 11.33
					OT	1	3.33
6/21/2011 TUE	7:30 AM*	LI	6:50 PM *	EO			
					REG	1	8.00 11.22
					OT	1	3.22
6/22/2011 WED	7:32 AM*	LI	6:45 PM *	EO			
					REG	1	8.00 11.25
					OT	1	3.25
6/23/2011 THU	7:35 AM*	LI	6:50 PM *	EO			
					REG	1	8.00 11.30
					OT	1	3.30

Period: From 1/1/2011 To 12/31/2011

Time Card Report

1/17/2013 4:02 PM

6/23/2011 THU	7:32 AM*	LI	6:50 PM *	EO			
6/24/2011 FRI					REG	1	8.00 11.17
					OT	1	3.17
	7:35 AM*	LI	6:45 PM *	EO			
6/27/2011 MON					REG	1	8.00 11.17
					OT	1	3.17
	7:35 AM*	LI	6:45 PM *	EO			
6/28/2011 TUE					REG	1	8.00 11.23
					OT	1	3.23
	7:36 AM*	LI	6:50 PM *	EO			
6/29/2011 WED					REG	1	8.00 11.17
					OT	1	3.17
	7:38 AM*	LI	6:48 PM *	EO			
6/30/2011 THU					REG	1	8.00 10.92
					OT	1	2.92
	7:40 AM*	LI	6:35 PM *	EO			
7/1/2011 FRI					REG	1	8.00 11.00
					OT	1	3.00
	7:45 AM*	LI	6:45 PM *	EO			
7/4/2011 MON					REG	1	8.00 11.25
					OT	1	3.25
	7:45 AM*	LI	7:00 PM *	EO			
7/5/2011 TUE					REG	1	8.00 11.17
					OT	1	3.17
	7:50 AM*	LI	7:00 PM *	EO			
7/6/2011 WED					REG	1	8.00 11.25
					OT	1	3.25
	7:45 AM*	LI	7:00 PM *	EO			
7/7/2011 THU					REG	1	8.00 11.20
					OT	1	3.20
	7:48 AM*	LI	7:00 PM *	EO			
7/8/2011 FRI					REG	1	8.00 11.17
					OT	1	3.17
	7:50 AM*	LI	7:00 PM *	EO			
7/11/2011 MON					REG	1	8.00 11.08
					OT	1	3.08
	7:40 AM*	LI	6:45 PM *	EO			
7/12/2011 TUE					REG	1	8.00 11.25
					OT	1	3.25
	7:35 AM*	LI	6:50 PM *	EO			
7/13/2011 WED					REG	1	8.00 11.37
					OT	1	3.37
	7:38 AM*	LI	7:00 PM *	EO			
7/14/2011 THU					REG	1	8.00 11.33
					OT	1	3.33
	7:40 AM*	LI	7:00 PM *	EO			
7/15/2011 FRI					REG	1	8.00 11.42
					OT	1	3.42
	7:35 AM*	LI	7:00 PM *	EO			
7/18/2011 MON					REG	1	8.00 11.17
					OT	1	3.17
	7:40 AM*	LI	6:50 PM *	EO			
7/19/2011 TUE					REG	1	8.00 11.33
					OT	1	3.33

Period: From 1/1/2011 To 12/31/2011

Time Card Report

1/17/2013 4:02 PM

7/19/2011 TUE	7:35 AM*	LI	6:55 PM *	EO				
7/20/2011 WED								
	7:36 AM*	LI	6:50 PM *	EO				
7/21/2011 THU								
	7:39 AM*	LI	6:45 PM *	EO				
7/22/2011 FRI								
	7:40 AM*	LI	6:40 PM *	EO				
7/25/2011 MON								
	7:40 AM*	LI	6:45 PM *	EO				
7/26/2011 TUE								
	7:38 AM*	LI	6:50 PM *	EO				
7/27/2011 WED								
	7:45 AM*	LI	6:52 PM *	EO				
7/28/2011 THU								
	7:39 AM*	LI	7:15 PM *	EO				
7/29/2011 FRI								
	7:40 AM*	LI	6:50 PM *	EO				
8/ 1/2011 MON								
	7:45 AM*	LI	6:45 PM *	EO				
8/ 2/2011 TUE								
	7:35 AM*	LI	6:55 PM *	EO				
8/ 3/2011 WED								
	7:38 AM*	LI	6:50 PM *	EO				
8/ 4/2011 THU								
	7:40 AM*	LI	6:55 PM *	EO				
8/ 5/2011 FRI								
	7:35 AM*	LI	6:45 PM *	EO				
8/ 8/2011 MON								
	7:40 AM*	LI	6:55 PM *	EO				
8/ 9/2011 TUE								
	7:38 AM*	LI	6:45 PM *	EO				
8/10/2011 WED								
	7:35 AM*	LI	6:50 PM *	EO				
8/11/2011 THU								
	7:36 AM*	LI	6:45 PM *	EO				
8/12/2011 FRI								

Period: From 1/1/2011 To 12/31/2011

Time Card Report

1/17/2013 4:02 PM

8/12/2011 FRI	7:38 AM*	LI	6:50 PM *	EO			
8/15/2011 MON					REG	1	8.00 11.17
					OT	1	3.17
	7:35 AM*	LI	6:45 PM *	EO			
8/16/2011 TUE					REG	1	8.00 11.20
					OT	1	3.20
	7:38 AM*	LI	6:50 PM *	EO			
8/17/2011 WED					REG	1	8.00 11.25
					OT	1	3.25
	7:40 AM*	LI	6:55 PM *	EO			
8/18/2011 THU					REG	1	8.00 11.18
					OT	1	3.18
	7:39 AM*	LI	6:50 PM *	EO			
8/19/2011 FRI					REG	1	8.00 11.17
					OT	1	3.17
	7:35 AM*	LI	6:45 PM *	EO			
8/22/2011 MON					REG	1	8.00 11.08
					OT	1	3.08
	7:40 AM*	LI	6:45 PM *	EO			
8/23/2011 TUE					REG	1	8.00 11.25
					OT	1	3.25
	7:35 AM*	LI	6:50 PM *	EO			
8/24/2011 WED					REG	1	8.00 11.32
					OT	1	3.32
	7:36 AM*	LI	6:55 PM *	EO			
8/25/2011 THU					REG	1	8.00 11.12
					OT	1	3.12
	7:38 AM*	LI	6:45 PM *	EO			
8/26/2011 FRI					REG	1	8.00 11.25
					OT	1	3.25
	7:35 AM*	LI	6:50 PM *	EO			
8/29/2011 MON					REG	1	8.00 11.08
					OT	1	3.08
	7:40 AM*	LI	6:45 PM *	EO			
8/30/2011 TUE					REG	1	8.00 11.25
					OT	1	3.25
	7:35 AM*	LI	6:50 PM *	EO			
8/31/2011 WED					REG	1	8.00 11.32
					OT	1	3.32
	7:36 AM*	LI	6:55 PM *	EO			
9/ 1/2011 THU					REG	1	8.00 11.23
					OT	1	3.23
	7:36 AM*	LI	6:50 PM *	EO			
9/ 2/2011 FRI					REG	1	8.00 11.28
					OT	1	3.28
	7:38 AM*	LI	6:55 PM *	EO			
9/ 5/2011 MON					REG	1	8.00 11.17
					OT	1	3.17
	7:35 AM*	LI	6:45 PM *	EO			
9/ 6/2011 TUE					REG	1	8.00 11.23
					OT	1	3.23
	7:36 AM*	LI	6:50 PM *	EO			
9/ 7/2011 WED					REG	1	8.00 11.38
					OT	1	3.38

Period: From 1/1/2011 To 12/31/2011

Time Card Report

1/17/2013 4:02 PM

9/7/2011 WED	7:32 AM*	LI	6:55 PM *	EO			
9/8/2011 THU					REG	1	8.00 11.25
					OT	1	3.25
9/9/2011 FRI	7:30 AM*	LI	6:45 PM *	EO			
					REG	1	8.00 11.42
					OT	1	3.42
9/12/2011 MON	7:25 AM*	LI	6:50 PM *	EO			
					REG	1	8.00 11.25
					OT	1	3.25
9/13/2011 TUE	7:35 AM*	LI	6:50 PM *	EO			
					REG	1	8.00 11.35
					OT	1	3.35
9/14/2011 WED	7:38 AM*	LI	6:59 PM *	EO			
					REG	1	8.00 11.25
					OT	1	3.25
9/15/2011 THU	7:35 AM*	LI	6:50 PM *	EO			
					REG	1	8.00 11.08
					OT	1	3.08
9/16/2011 FRI	7:40 AM*	LI	6:45 PM *	EO			
					REG	1	8.00 11.08
					OT	1	3.08
9/19/2011 MON	7:45 AM*	LI	6:50 PM *	EO			
					REG	1	8.00 11.33
					OT	1	3.33
9/20/2011 TUE	7:35 AM*	LI	6:55 PM *	EO			
					REG	1	8.00 11.38
					OT	1	3.38
9/21/2011 WED	7:36 AM*	LI	6:59 PM *	EO			
					REG	1	8.00 11.12
					OT	1	3.12
9/22/2011 THU	7:38 AM*	LI	6:45 PM *	EO			
					REG	1	8.00 11.25
					OT	1	3.25
9/23/2011 FRI	7:35 AM*	LI	6:50 PM *	EO			
					REG	1	8.00 11.27
					OT	1	3.27
9/26/2011 MON	7:35 AM*	LI	6:51 PM *	EO			
					REG	1	8.00 11.25
					OT	1	3.25
9/27/2011 TUE	7:35 AM*	LI	6:50 PM *	EO			
					REG	1	8.00 11.28
					OT	1	3.28
9/28/2011 WED	7:38 AM*	LI	6:55 PM *	EO			
					REG	1	8.00 11.28
					OT	1	3.28
9/29/2011 THU	7:35 AM*	LI	6:52 PM *	EO			
					REG	1	8.00 11.28
					OT	1	3.28
9/30/2011 FRI	7:38 AM*	LI	6:55 PM *	EO			
					REG	1	8.00 11.05
					OT	1	3.05
10/3/2011 MON	7:45 AM*	LI	6:48 PM *	EO			
					REG	1	8.00 11.25
					OT	1	3.25

Period: From 1/1/2011 To 12/31/2011

Time Card Report

1/17/2013 4:02 PM

10/ 3/2011	MON	7:35 AM*	LI	6:50 PM *	EO			
10/ 4/2011	TUE					REG	1	8.00 11.32
						OT	1	3.32
10/ 5/2011	WED	7:36 AM*	LI	6:55 PM *	EO			
						REG	1	8.00 11.22
						OT	1	3.22
10/ 6/2011	THU	7:32 AM*	LI	6:45 PM *	EO			
						REG	1	8.00 11.42
						OT	1	3.42
10/ 7/2011	FRI	7:30 AM*	LI	6:55 PM *	EO			
						REG	1	8.00 11.25
						OT	1	3.25
10/10/201	MON	7:35 AM*	LI	6:50 PM *	EO			
						REG	1	8.00 11.17
						OT	1	3.17
10/11/201	TUE	7:35 AM*	LI	6:45 PM *	EO			
						REG	1	8.00 11.23
						OT	1	3.23
10/12/201	WED	7:36 AM*	LI	6:50 PM *	EO			
						REG	1	8.00 11.28
						OT	1	3.28
10/13/201	THU	7:38 AM*	LI	6:55 PM *	EO			
						REG	1	8.00 11.28
						OT	1	3.28
10/14/201	FRI	7:37 AM*	LI	6:54 PM *	EO			
						REG	1	8.00 11.18
						OT	1	3.18
10/17/201	MON	7:39 AM*	LI	6:50 PM *	EO			
						REG	1	8.00 11.17
						OT	1	3.17
10/18/201	TUE	7:40 AM*	LI	6:50 PM *	EO			
						REG	1	8.00 11.17
						OT	1	3.17
10/19/201	WED	7:45 AM*	LI	6:55 PM *	EO			
						REG	1	8.00 10.95
						OT	1	2.95
10/20/201	THU	7:48 AM*	LI	6:45 PM *	EO			
						REG	1	8.00 11.08
						OT	1	3.08
10/21/201	FRI	7:45 AM*	LI	6:50 PM *	EO			
						REG	1	8.00 11.12
						OT	1	3.12
10/24/201	MON	7:48 AM*	LI	6:55 PM *	EO			
						REG	1	8.00 11.08
						OT	1	3.08
10/25/201	TUE	7:40 AM*	LI	6:45 PM *	EO			
						REG	1	8.00 11.30
						OT	1	3.30
10/26/201	WED	7:32 AM*	LI	6:50 PM *	EO			
						REG	1	8.00 11.28
						OT	1	3.28
10/27/201	THU	7:35 AM*	LI	6:52 PM *	EO			
						REG	1	8.00 11.23
						OT	1	3.23

Period: From 1/1/2011 To 12/31/2011

Time Card Report

1/17/2013 4:02 PM

10/27/2011 THU	7:36 AM*	LI	6:50 PM *	EO			
10/28/2011 FRI					REG	1	8.00 11.20
					OT	1	3.20
10/31/2011 MON	7:38 AM*	LI	6:50 PM *	EO			
					REG	1	8.00 11.17
					OT	1	3.17
11/1/2011 TUE	7:35 AM*	LI	6:45 PM *	EO			
					REG	1	8.00 11.23
					OT	1	3.23
11/2/2011 WED	7:36 AM*	LI	6:50 PM *	EO			
					REG	1	8.00 11.25
					OT	1	3.25
11/3/2011 THU	7:37 AM*	LI	6:52 PM *	EO			
					REG	1	8.00 11.30
					OT	1	3.30
11/4/2011 FRI	7:32 AM*	LI	6:50 PM *	EO			
					REG	1	8.00 11.28
					OT	1	3.28
11/7/2011 MON	7:38 AM*	LI	6:55 PM *	EO			
					REG	1	8.00 11.33
					OT	1	3.33
11/8/2011 TUE	7:35 AM*	LI	6:55 PM *	EO			
					REG	1	8.00 11.15
					OT	1	3.15
11/9/2011 WED	7:36 AM*	LI	6:45 PM *	EO			
					REG	1	8.00 11.23
					OT	1	3.23
11/10/2011 THU	7:36 AM*	LI	6:50 PM *	EO			
					REG	1	8.00 11.27
					OT	1	3.27
11/11/2011 FRI	7:39 AM*	LI	6:55 PM *	EO			
					REG	1	8.00 11.35
					OT	1	3.35
11/14/2011 MON	7:35 AM*	LI	6:56 PM *	EO			
					REG	1	8.00 11.42
					OT	1	3.42
11/15/2011 TUE	7:35 AM*	LI	7:00 PM *	EO			
					REG	1	8.00 11.27
					OT	1	3.27
11/16/2011 WED	7:45 AM*	LI	7:01 PM *	EO			
					REG	1	8.00 11.15
					OT	1	3.15
11/17/2011 THU	7:46 AM*	LI	6:55 PM *	EO			
					REG	1	8.00 11.13
					OT	1	3.13
11/18/2011 FRI	7:48 AM*	LI	6:56 PM *	EO			
					REG	1	8.00 11.17
					OT	1	3.17
11/21/2011 MON	7:45 AM*	LI	6:55 PM *	EO			
					REG	1	8.00 11.92
					OT	1	3.92
11/22/2011 TUE	7:35 AM*	LI	7:30 PM *	EO			
					REG	1	8.00 11.90
					OT	1	3.90

Period: From 1/1/2011 To 12/31/2011

Time Card Report

1/17/2013 4:02 PM

11/22/201 TUE	7:36 AM*	LI	7:30 PM *	EO			
11/23/201 WED					REG	1	8.00 11.88
					OT	1	3.88
11/24/201 THU	7:37 AM*	LI	7:30 PM *	EO	REG	1	8.00 8.00
11/25/201 FRI	8:00 AM*	LI	4:00 PM *	EO	REG	1	8.00 11.18
					OT	1	3.18
11/28/201 MON	7:39 AM*	LI	6:50 PM *	EO	REG	1	8.00 11.25
					OT	1	3.25
11/29/201 TUE	7:45 AM*	LI	7:00 PM *	EO	REG	1	8.00 11.20
					OT	1	3.20
11/30/201 WED	7:48 AM*	LI	7:00 PM *	EO	REG	1	8.00 11.42
					OT	1	3.42
12/ 1/2011 THU	7:35 AM*	LI	7:00 PM *	EO	REG	1	8.00 11.40
					OT	1	3.40
12/ 2/2011 FRI	7:36 AM*	LI	7:00 PM *	EO	REG	1	8.00 11.33
					OT	1	3.33
12/ 5/2011 MON	7:25 AM*	LI	6:45 PM *	EO	REG	1	8.00 11.42
					OT	1	3.42
12/ 6/2011 TUE	7:35 AM*	LI	7:00 PM *	EO	REG	1	8.00 11.40
					OT	1	3.40
12/ 7/2011 WED	7:36 AM*	LI	7:00 PM *	EO	REG	1	8.00 11.37
					OT	1	3.37
12/ 8/2011 THU	7:38 AM*	LI	7:00 PM *	EO	REG	1	8.00 11.28
					OT	1	3.28
12/ 9/2011 FRI	7:39 AM*	LI	6:56 PM *	EO	REG	1	8.00 11.25
					OT	1	3.25
12/12/201 MON	7:35 AM*	LI	6:50 PM *	EO	REG	1	8.00 11.40
					OT	1	3.40
12/13/201 TUE	7:36 AM*	LI	7:00 PM *	EO	REG	1	8.00 11.17
					OT	1	3.17
12/14/201 WED	7:35 AM*	LI	6:45 PM *	EO	REG	1	8.00 11.20
					OT	1	3.20
12/15/201 THU	7:38 AM*	LI	6:50 PM *	EO	REG	1	8.00 11.27
					OT	1	3.27
12/16/201 FRI	7:39 AM*	LI	6:55 PM *	EO	REG	1	8.00 11.27
					OT	1	3.27

Period: From 1/1/2011 To 12/31/2011

Time Card Report

1/17/2013 4:02 PM

12/16/201 FRI	7:40 AM*	LI	6:56 PM *	EO			
12/19/201 MON					REG	1	8.00 11.42
					OT	1	3.42
12/20/201 TUE	7:35 AM*	LI	7:00 PM *	EO			
					REG	1	8.00 11.37
					OT	1	3.37
12/21/201 WED	7:38 AM*	LI	7:00 PM *	EO			
					REG	1	8.00 11.35
					OT	1	3.35
12/22/201 THU	7:39 AM*	LI	7:00 PM *	EO			
					REG	1	8.00 11.15
					OT	1	3.15
12/23/201 FRI	7:36 AM*	LI	6:45 PM *	EO			
					REG	1	8.00 11.25
					OT	1	3.25
12/26/201 MON	7:35 AM*	LI	6:50 PM *	EO			
					REG	1	8.00 11.75
					OT	1	3.75
12/27/201 TUE	7:35 AM*	LI	7:20 PM *	EO			
					REG	1	8.00 11.82
					OT	1	3.82
12/28/201 WED	7:36 AM*	LI	7:25 PM *	EO			
					REG	1	8.00 11.72
					OT	1	3.72
12/29/201 THU	7:37 AM*	LI	7:20 PM *	EO			
					REG	1	8.00 11.70
					OT	1	3.70
12/30/201 FRI	7:38 AM*	LI	7:20 PM *	EO			
					REG	1	8.00 10.35
					OT	1	2.35
	7:39 AM*	LI	6:00 PM *	EO			

Department Total:

OFFICE

OT	REG
832.93	2080.00

Employee Total for

DEP. CHARRIEZ, W

<i>OT</i>	<i>REG</i>
<i>832.93</i>	<i>2080.00</i>

Time Card Report

Employee#: 580314593 DEP. CHARRIEZ, W Badge ID#: 580314593
 Department#: 14 OFFICE

Date	Day	IN	Code	OUT	Code	Cost Center	Department	Job Class	Pay Z. Cost C.	Hours	Total
1/ 1/2010	FRI								REG 1	8.00	8.00
		8:00 AM*	LI	4:00 PM *	EO						
1/ 4/2010	MON								REG 1	8.00	10.92
									OT 1	2.92	
		7:35 AM*	LI	6:30 PM *	EO						
1/ 5/2010	TUE								REG 1	8.00	11.17
									OT 1	3.17	
		7:30 AM*	LI	6:40 PM *	EO						
1/ 6/2010	WED								REG 1	8.00	11.27
									OT 1	3.27	
		7:29 AM*	LI	6:45 PM *	EO						
1/ 7/2010	THU								REG 1	8.00	11.33
									OT 1	3.33	
		7:30 AM*	LI	6:50 PM *	EO						
1/ 8/2010	FRI								REG 1	8.00	11.33
									OT 1	3.33	
		7:25 AM*	LI	6:45 PM *	EO						
1/11/2010	MON								REG 1	8.00	10.83
									OT 1	2.83	
		7:40 AM*	LI	6:30 PM *	EO						
1/12/2010	TUE								REG 1	8.00	11.03
									OT 1	3.03	
		7:38 AM*	LI	6:40 PM *	EO						
1/13/2010	WED								REG 1	8.00	11.17
									OT 1	3.17	
		7:35 AM*	LI	6:45 PM *	EO						
1/14/2010	THU								REG 1	8.00	11.07
									OT 1	3.07	
		7:36 AM*	LI	6:40 PM *	EO						
1/15/2010	FRI								REG 1	8.00	10.90
									OT 1	2.90	
		7:36 AM*	LI	6:30 PM *	EO						
1/18/2010	MON								REG 1	8.00	10.83
									OT 1	2.83	
		7:40 AM*	LI	6:30 PM *	EO						
1/19/2010	TUE								REG 1	8.00	10.70
									OT 1	2.70	
		7:38 AM*	LI	6:20 PM *	EO						
1/20/2010	WED								REG 1	8.00	10.92
									OT 1	2.92	
		7:35 AM*	LI	6:30 PM *	EO						
1/21/2010	THU								REG 1	8.00	10.75
									OT 1	2.75	
		7:40 AM*	LI	6:25 PM *	EO						
1/22/2010	FRI								REG 1	8.00	10.85
									OT 1	2.85	
		7:39 AM*	LI	6:30 PM *	EO						

Period: From 1/ 1/2010 To 12/31/2010

Time Card Report

1/17/2013 2:32 PM

1/25/2010 MON					REG	1	8.00	10.92
					OT	1	2.92	
1/26/2010 TUE	7:35 AM*	LI	6:30 PM *	EO	REG	1	8.00	11.07
					OT	1	3.07	
1/27/2010 WED	7:36 AM*	LI	6:40 PM *	EO	REG	1	8.00	10.87
					OT	1	2.87	
1/28/2010 THU	7:38 AM*	LI	6:30 PM *	EO	REG	1	8.00	10.92
					OT	1	2.92	
1/29/2010 FRI	7:40 AM*	LI	6:35 PM *	EO	REG	1	8.00	10.90
					OT	1	2.90	
2/ 1/2010 MON	7:36 AM*	LI	6:30 PM *	EO	REG	1	8.00	10.92
					OT	1	2.92	
2/ 2/2010 TUE	7:35 AM*	LI	6:30 PM *	EO	REG	1	8.00	11.20
					OT	1	3.20	
2/ 3/2010 WED	7:30 AM*	LI	6:42 PM *	EO	REG	1	8.00	11.08
					OT	1	3.08	
2/ 4/2010 THU	7:30 AM*	LI	6:35 PM *	EO	REG	1	8.00	11.15
					OT	1	3.15	
2/ 5/2010 FRI	7:29 AM*	LI	6:38 PM *	EO	REG	1	8.00	11.02
					OT	1	3.02	
2/ 8/2010 MON	7:35 AM*	LI	6:36 PM *	EO	REG	1	8.00	11.08
					OT	1	3.08	
2/ 9/2010 TUE	7:25 AM*	LI	6:30 PM *	EO	REG	1	8.00	10.95
					OT	1	2.95	
2/10/2010 WED	7:28 AM*	LI	6:25 PM *	EO	REG	1	8.00	11.15
					OT	1	3.15	
2/11/2010 THU	7:26 AM*	LI	6:35 PM *	EO	REG	1	8.00	10.98
					OT	1	2.98	
2/12/2010 FRI	7:29 AM*	LI	6:28 PM *	EO	REG	1	8.00	11.08
					OT	1	3.08	
2/15/2010 MON	7:25 AM*	LI	6:30 PM *	EO	REG	1	8.00	10.92
					OT	1	2.92	
2/16/2010 TUE	7:35 AM*	LI	6:30 PM *	EO	REG	1	8.00	11.08
					OT	1	3.08	
2/17/2010 WED	7:30 AM*	LI	6:35 PM *	EO	REG	1	8.00	11.13
					OT	1	3.13	

Period: From 1/1/2010 To 12/31/2010

Time Card Report

1/17/2013 2:32 PM

2/17/2010 WED	7:32 AM*	LI	6:40 PM *	EO			
2/18/2010 THU					REG	1	8.00 11.00
					OT	1	3.00
2/19/2010 FRI	7:35 AM*	LI	6:35 PM *	EO			
					REG	1	8.00 11.13
					OT	1	3.13
2/22/2010 MON	7:32 AM*	LI	6:40 PM *	EO			
					REG	1	8.00 10.83
					OT	1	2.83
2/23/2010 TUE	7:40 AM*	LI	6:30 PM *	EO			
					REG	1	8.00 11.08
					OT	1	3.08
2/24/2010 WED	7:35 AM*	LI	6:40 PM *	EO			
					REG	1	8.00 11.08
					OT	1	3.08
2/25/2010 THU	7:30 AM*	LI	6:35 PM *	EO			
					REG	1	8.00 11.03
					OT	1	3.03
2/26/2010 FRI	7:38 AM*	LI	6:40 PM *	EO			
					REG	1	8.00 10.92
					OT	1	2.92
3/1/2010 MON	7:40 AM*	LI	6:35 PM *	EO			
					REG	1	8.00 10.83
					OT	1	2.83
3/2/2010 TUE	7:40 AM*	LI	6:30 PM *	EO			
					REG	1	8.00 10.95
					OT	1	2.95
3/3/2010 WED	7:38 AM*	LI	6:35 PM *	EO			
					REG	1	8.00 10.95
					OT	1	2.95
3/4/2010 THU	7:37 AM*	LI	6:34 PM *	EO			
					REG	1	8.00 11.07
					OT	1	3.07
3/5/2010 FRI	7:36 AM*	LI	6:40 PM *	EO			
					REG	1	8.00 11.00
					OT	1	3.00
3/8/2010 MON	7:35 AM*	LI	6:35 PM *	EO			
					REG	1	8.00 11.08
					OT	1	3.08
3/9/2010 TUE	7:40 AM*	LI	6:45 PM *	EO			
					REG	1	8.00 11.22
					OT	1	3.22
3/10/2010 WED	7:35 AM*	LI	6:48 PM *	EO			
					REG	1	8.00 11.12
					OT	1	3.12
3/11/2010 THU	7:38 AM*	LI	6:45 PM *	EO			
					REG	1	8.00 11.13
					OT	1	3.13
3/12/2010 FRI	7:36 AM*	LI	6:44 PM *	EO			
					REG	1	8.00 11.25
					OT	1	3.25
3/15/2010 MON	7:35 AM*	LI	6:50 PM *	EO			
					REG	1	8.00 10.75
					OT	1	2.75

Period: From 1/ 1/2010 To 12/31/2010

Time Card Report

1/17/2013 2:32 PM

3/15/2010 MON	7:45 AM*	LI	6:30 PM *	EO				
3/16/2010 TUE					REG	1	8.00	11.08
					OT	1	3.08	
3/17/2010 WED	7:40 AM*	LI	6:45 PM *	EO	REG	1	8.00	11.18
					OT	1	3.18	
3/18/2010 THU	7:39 AM*	LI	6:50 PM *	EO	REG	1	8.00	11.08
					OT	1	3.08	
3/19/2010 FRI	7:35 AM*	LI	6:40 PM *	EO	REG	1	8.00	11.12
					OT	1	3.12	
3/22/2010 MON	7:38 AM*	LI	6:45 PM *	EO	REG	1	8.00	10.83
					OT	1	2.83	
3/23/2010 TUE	7:40 AM*	LI	6:30 PM *	EO	REG	1	8.00	10.98
					OT	1	2.98	
3/24/2010 WED	7:36 AM*	LI	6:35 PM *	EO	REG	1	8.00	11.03
					OT	1	3.03	
3/25/2010 THU	7:38 AM*	LI	6:40 PM *	EO	REG	1	8.00	11.08
					OT	1	3.08	
3/26/2010 FRI	7:35 AM*	LI	6:40 PM *	EO	REG	1	8.00	11.03
					OT	1	3.03	
3/29/2010 MON	7:38 AM*	LI	6:40 PM *	EO	REG	1	8.00	11.00
					OT	1	3.00	
3/30/2010 TUE	7:40 AM*	LI	6:40 PM *	EO	REG	1	8.00	11.00
					OT	1	3.00	
3/31/2010 WED	7:45 AM*	LI	6:45 PM *	EO	REG	1	8.00	11.00
					OT	1	3.00	
4/ 1/2010 THU	7:45 AM*	LI	6:45 PM *	EO	REG	1	8.00	11.00
					OT	1	3.00	
4/ 2/2010 FRI	7:50 AM*	LI	6:50 PM *	EO	REG	1	8.00	8.00
4/ 5/2010 MON	8:00 AM*	LI	4:00 PM *	EO	REG	1	8.00	10.92
					OT	1	2.92	
4/ 6/2010 TUE	7:35 AM*	LI	6:30 PM *	EO	REG	1	8.00	11.03
					OT	1	3.03	
4/ 7/2010 WED	7:38 AM*	LI	6:40 PM *	EO	REG	1	8.00	11.15
					OT	1	3.15	
4/ 8/2010 THU	7:36 AM*	LI	6:45 PM *	EO	REG	1	8.00	11.03
					OT	1	3.03	

Period: From 1/1/2010 To 12/31/2010

Time Card Report

1/17/2013 2:32 PM

4/8/2010 THU	7:38 AM*	LI	6:40 PM *	EO			
4/9/2010 FRI					REG	1	8.00 11.17
					OT	1	3.17
4/12/2010 MON	7:35 AM*	LI	6:45 PM *	EO			
					REG	1	8.00 11.00
					OT	1	3.00
4/13/2010 TUE	7:30 AM*	LI	6:30 PM *	EO			
					REG	1	8.00 11.13
					OT	1	3.13
4/14/2010 WED	7:32 AM*	LI	6:40 PM *	EO			
					REG	1	8.00 11.00
					OT	1	3.00
4/15/2010 THU	7:35 AM*	LI	6:35 PM *	EO			
					REG	1	8.00 11.03
					OT	1	3.03
4/16/2010 FRI	7:36 AM*	LI	6:38 PM *	EO			
					REG	1	8.00 11.22
					OT	1	3.22
4/19/2010 MON	7:35 AM*	LI	6:48 PM *	EO			
					REG	1	8.00 10.92
					OT	1	2.92
4/20/2010 TUE	7:35 AM*	LI	6:30 PM *	EO			
					REG	1	8.00 11.13
					OT	1	3.13
4/21/2010 WED	7:32 AM*	LI	6:40 PM *	EO			
					REG	1	8.00 11.15
					OT	1	3.15
4/22/2010 THU	7:30 AM*	LI	6:39 PM *	EO			
					REG	1	8.00 11.18
					OT	1	3.18
4/23/2010 FRI	7:29 AM*	LI	6:40 PM *	EO			
					REG	1	8.00 11.17
					OT	1	3.17
4/26/2010 MON	7:35 AM*	LI	6:45 PM *	EO			
					REG	1	8.00 11.25
					OT	1	3.25
4/27/2010 TUE	7:25 AM*	LI	6:40 PM *	EO			
					REG	1	8.00 11.32
					OT	1	3.32
4/28/2010 WED	7:26 AM*	LI	6:45 PM *	EO			
					REG	1	8.00 11.00
					OT	1	3.00
4/29/2010 THU	7:30 AM*	LI	6:30 PM *	EO			
					REG	1	8.00 11.18
					OT	1	3.18
4/30/2010 FRI	7:29 AM*	LI	6:40 PM *	EO			
					REG	1	8.00 11.25
					OT	1	3.25
5/3/2010 MON	7:30 AM*	LI	6:45 PM *	EO			
					REG	1	8.00 11.33
					OT	1	3.33
5/4/2010 TUE	7:25 AM*	LI	6:45 PM *	EO			
					REG	1	8.00 11.37
					OT	1	3.37

Period: From 1/ 1/2010 To 12/31/2010

Time Card Report

1/17/2013 2:32 PM

5/ 4/2010 TUE	7:26 AM*	LI	6:48 PM *	EO			
5/ 5/2010 WED					REG	1	8.00 11.35
					OT	1	3.35
	7:28 AM*	LI	6:49 PM *	EO			
5/ 6/2010 THU					REG	1	8.00 11.33
					OT	1	3.33
	7:25 AM*	LI	6:45 PM *	EO			
5/ 7/2010 FRI					REG	1	8.00 11.37
					OT	1	3.37
	7:26 AM*	LI	6:48 PM *	EO			
5/10/2010 MON					REG	1	8.00 11.08
					OT	1	3.08
	7:35 AM*	LI	6:40 PM *	EO			
5/11/2010 TUE					REG	1	8.00 11.12
					OT	1	3.12
	7:38 AM*	LI	6:45 PM *	EO			
5/12/2010 WED					REG	1	8.00 11.08
					OT	1	3.08
	7:35 AM*	LI	6:40 PM *	EO			
5/13/2010 THU					REG	1	8.00 10.98
					OT	1	2.98
	7:36 AM*	LI	6:35 PM *	EO			
5/14/2010 FRI					REG	1	8.00 11.10
					OT	1	3.10
	7:39 AM*	LI	6:45 PM *	EO			
5/17/2010 MON					REG	1	8.00 11.13
					OT	1	3.13
	7:40 AM*	LI	6:48 PM *	EO			
5/18/2010 TUE					REG	1	8.00 11.08
					OT	1	3.08
	7:35 AM*	LI	6:40 PM *	EO			
5/19/2010 WED					REG	1	8.00 11.15
					OT	1	3.15
	7:36 AM*	LI	6:45 PM *	EO			
5/20/2010 THU					REG	1	8.00 11.22
					OT	1	3.22
	7:37 AM*	LI	6:50 PM *	EO			
5/21/2010 FRI					REG	1	8.00 11.15
					OT	1	3.15
	7:36 AM*	LI	6:45 PM *	EO			
5/24/2010 MON					REG	1	8.00 10.95
					OT	1	2.95
	7:38 AM*	LI	6:35 PM *	EO			
5/25/2010 TUE					REG	1	8.00 11.08
					OT	1	3.08
	7:35 AM*	LI	6:40 PM *	EO			
5/26/2010 WED					REG	1	8.00 11.15
					OT	1	3.15
	7:36 AM*	LI	6:45 PM *	EO			
5/27/2010 THU					REG	1	8.00 11.15
					OT	1	3.15
	7:36 AM*	LI	6:45 PM *	EO			
5/28/2010 FRI					REG	1	8.00 11.20
					OT	1	3.20

Period: From 1/ 1/2010 To 12/31/2010

Time Card Report

1/17/2013 2:32 PM

5/28/2010 FRI	7:38 AM*	LI	6:50 PM *	EO				
5/31/2010 MON					REG	1	8.00	11.17
					OT	1	3.17	
6/ 1/2010 TUE	7:30 AM*	LI	6:40 PM *	EO				
					REG	1	8.00	11.33
					OT	1	3.33	
6/ 2/2010 WED	7:25 AM*	LI	6:45 PM *	EO				
					REG	1	8.00	11.10
					OT	1	3.10	
6/ 3/2010 THU	7:29 AM*	LI	6:35 PM *	EO				
					REG	1	8.00	11.03
					OT	1	3.03	
6/ 4/2010 FRI	7:28 AM*	LI	6:30 PM *	EO				
					REG	1	8.00	11.17
					OT	1	3.17	
6/ 7/2010 MON	7:30 AM*	LI	6:40 PM *	EO				
					REG	1	8.00	11.33
					OT	1	3.33	
6/ 8/2010 TUE	7:25 AM*	LI	6:45 PM *	EO				
					REG	1	8.00	11.25
					OT	1	3.25	
6/ 9/2010 WED	7:25 AM*	LI	6:40 PM *	EO				
					REG	1	8.00	11.50
					OT	1	3.50	
6/10/2010 THU	7:20 AM*	LI	6:50 PM *	EO				
					REG	1	8.00	11.12
					OT	1	3.12	
6/11/2010 FRI	7:23 AM*	LI	6:30 PM *	EO				
					REG	1	8.00	11.17
					OT	1	3.17	
6/14/2010 MON	7:30 AM*	LI	6:40 PM *	EO				
					REG	1	8.00	11.00
					OT	1	3.00	
6/15/2010 TUE	7:40 AM*	LI	6:40 PM *	EO				
					REG	1	8.00	11.17
					OT	1	3.17	
6/16/2010 WED	7:35 AM*	LI	6:45 PM *	EO				
					REG	1	8.00	11.03
					OT	1	3.03	
6/17/2010 THU	7:36 AM*	LI	6:38 PM *	EO				
					REG	1	8.00	11.12
					OT	1	3.12	
6/18/2010 FRI	7:38 AM*	LI	6:45 PM *	EO				
					REG	1	8.00	11.25
					OT	1	3.25	
6/21/2010 MON	7:30 AM*	LI	6:45 PM *	EO				
					REG	1	8.00	10.92
					OT	1	2.92	
6/22/2010 TUE	7:35 AM*	LI	6:30 PM *	EO				
					REG	1	8.00	11.07
					OT	1	3.07	
6/23/2010 WED	7:36 AM*	LI	6:40 PM *	EO				
					REG	1	8.00	10.95
					OT	1	2.95	

Period: From 1/1/2010 To 12/31/2010

Time Card Report

1/17/2013 2:32 PM

6/23/2010 WED	7:38 AM*	LI	6:35 PM *	EO			
6/24/2010 THU					REG	1	8.00 10.98
					OT	1	2.98
6/25/2010 FRI	7:39 AM*	LI	6:38 PM *	EO			
					REG	1	8.00 11.05
					OT	1	3.05
6/28/2010 MON	7:37 AM*	LI	6:40 PM *	EO			
					REG	1	8.00 10.83
					OT	1	2.83
6/29/2010 TUE	7:40 AM*	LI	6:30 PM *	EO			
					REG	1	8.00 11.08
					OT	1	3.08
6/30/2010 WED	7:35 AM*	LI	6:40 PM *	EO			
					REG	1	8.00 11.15
					OT	1	3.15
7/1/2010 THU	7:36 AM*	LI	6:45 PM *	EO			
					REG	1	8.00 11.20
					OT	1	3.20
7/2/2010 FRI	7:37 AM*	LI	6:49 PM *	EO			
					REG	1	8.00 11.18
					OT	1	3.18
7/5/2010 MON	7:39 AM*	LI	6:50 PM *	EO			
					REG	1	8.00 11.08
					OT	1	3.08
7/6/2010 TUE	7:35 AM*	LI	6:40 PM *	EO			
					REG	1	8.00 11.15
					OT	1	3.15
7/7/2010 WED	7:36 AM*	LI	6:45 PM *	EO			
					REG	1	8.00 11.17
					OT	1	3.17
7/8/2010 THU	7:38 AM*	LI	6:48 PM *	EO			
					REG	1	8.00 11.17
					OT	1	3.17
7/9/2010 FRI	7:39 AM*	LI	6:49 PM *	EO			
					REG	1	8.00 11.02
					OT	1	3.02
7/12/2010 MON	7:38 AM*	LI	6:39 PM *	EO			
					REG	1	8.00 11.00
					OT	1	3.00
7/13/2010 TUE	7:40 AM*	LI	6:40 PM *	EO			
					REG	1	8.00 11.17
					OT	1	3.17
7/14/2010 WED	7:35 AM*	LI	6:45 PM *	EO			
					REG	1	8.00 11.22
					OT	1	3.22
7/15/2010 THU	7:36 AM*	LI	6:49 PM *	EO			
					REG	1	8.00 11.20
					OT	1	3.20
7/16/2010 FRI	7:38 AM*	LI	6:50 PM *	EO			
					REG	1	8.00 11.10
					OT	1	3.10
7/19/2010 MON	7:39 AM*	LI	6:45 PM *	EO			
					REG	1	8.00 11.00
					OT	1	3.00

Period: From 1/ 1/2010 To 12/31/2010

Time Card Report

1/17/2013 2:32 PM

7/19/2010 MON	7:45 AM*	LI	6:45 PM *	EO				
7/20/2010 TUE					REG	1	8.00	11.18
					OT	1	3.18	
	7:39 AM*	LI	6:50 PM *	EO				
7/21/2010 WED					REG	1	8.00	11.00
					OT	1	3.00	
	7:45 AM*	LI	6:45 PM *	EO				
7/22/2010 THU					REG	1	8.00	11.13
					OT	1	3.13	
	7:42 AM*	LI	6:50 PM *	EO				
7/23/2010 FRI					REG	1	8.00	11.12
					OT	1	3.12	
	7:42 AM*	LI	6:49 PM *	EO				
7/26/2010 MON					REG	1	8.00	11.17
					OT	1	3.17	
	7:35 AM*	LI	6:45 PM *	EO				
7/27/2010 TUE					REG	1	8.00	11.07
					OT	1	3.07	
	7:36 AM*	LI	6:40 PM *	EO				
7/28/2010 WED					REG	1	8.00	11.07
					OT	1	3.07	
	7:38 AM*	LI	6:42 PM *	EO				
7/29/2010 THU					REG	1	8.00	11.17
					OT	1	3.17	
	7:35 AM*	LI	6:45 PM *	EO				
7/30/2010 FRI					REG	1	8.00	11.10
					OT	1	3.10	
	7:36 AM*	LI	6:42 PM *	EO				
8/ 2/2010 MON					REG	1	8.00	11.00
					OT	1	3.00	
	7:40 AM*	LI	6:40 PM *	EO				
8/ 3/2010 TUE					REG	1	8.00	11.12
					OT	1	3.12	
	7:38 AM*	LI	6:45 PM *	EO				
8/ 4/2010 WED					REG	1	8.00	11.18
					OT	1	3.18	
	7:39 AM*	LI	6:50 PM *	EO				
8/ 5/2010 THU					REG	1	8.00	11.17
					OT	1	3.17	
	7:35 AM*	LI	6:45 PM *	EO				
8/ 6/2010 FRI					REG	1	8.00	11.15
					OT	1	3.15	
	7:36 AM*	LI	6:45 PM *	EO				
8/ 9/2010 MON					REG	1	8.00	11.08
					OT	1	3.08	
	7:40 AM*	LI	6:45 PM *	EO				
8/10/2010 TUE					REG	1	8.00	11.08
					OT	1	3.08	
	7:35 AM*	LI	6:40 PM *	EO				
8/11/2010 WED					REG	1	8.00	11.15
					OT	1	3.15	
	7:36 AM*	LI	6:45 PM *	EO				
8/12/2010 THU					REG	1	8.00	10.85
					OT	1	2.85	

Period: From 1/ 1/2010 To 12/31/2010

Time Card Report

1/17/2013 2:32 PM

8/12/2010 THU	7:39 AM*	LI	6:30 PM *	EO			
8/13/2010 FRI					REG	1	8.00
					OT	1	2.95
8/16/2010 MON	7:38 AM*	LI	6:35 PM *	EO	REG	1	8.00
					OT	1	3.08
8/17/2010 TUE	7:35 AM*	LI	6:40 PM *	EO	REG	1	8.00
					OT	1	3.22
8/18/2010 WED	7:32 AM*	LI	6:45 PM *	EO	REG	1	8.00
					OT	1	3.05
8/19/2010 THU	7:32 AM*	LI	6:35 PM *	EO	REG	1	8.00
					OT	1	3.32
8/20/2010 FRI	7:21 AM*	LI	6:40 PM *	EO	REG	1	8.00
					OT	1	3.22
8/23/2010 MON	7:32 AM*	LI	6:45 PM *	EO	REG	1	8.00
					OT	1	3.17
8/24/2010 TUE	7:35 AM*	LI	6:45 PM *	EO	REG	1	8.00
					OT	1	3.15
8/25/2010 WED	7:36 AM*	LI	6:45 PM *	EO	REG	1	8.00
					OT	1	3.18
8/26/2010 THU	7:37 AM*	LI	6:48 PM *	EO	REG	1	8.00
					OT	1	3.18
8/27/2010 FRI	7:39 AM*	LI	6:50 PM *	EO	REG	1	8.00
					OT	1	3.10
8/30/2010 MON	7:39 AM*	LI	6:45 PM *	EO	REG	1	8.00
					OT	1	3.75
8/31/2010 TUE	7:00 AM*	LI	6:45 PM *	EO	REG	1	8.00
					OT	1	3.25
9/ 1/2010 WED	7:30 AM*	LI	6:45 PM *	EO	REG	1	8.00
					OT	1	3.25
9/ 2/2010 THU	7:35 AM*	LI	6:50 PM *	EO	REG	1	8.00
					OT	1	3.18
9/ 3/2010 FRI	7:29 AM*	LI	6:40 PM *	EO	REG	1	8.00
					OT	1	3.08
9/ 6/2010 MON	7:30 AM*	LI	6:35 PM *	EO	REG	1	8.00
					OT	1	3.17
9/ 7/2010 TUE	7:35 AM*	LI	6:45 PM *	EO	REG	1	8.00
					OT	1	3.20

Period: From 1/ 1/2010 To 12/31/2010

Time Card Report

1/17/2013 2:32 PM

9/ 7/2010 TUE	7:36 AM*	LI	6:48 PM *	EO			
9/ 8/2010 WED					REG	1	8.00
					OT	1	3.00
	7:35 AM*	LI	6:35 PM *	EO			
9/ 9/2010 THU					REG	1	8.00
					OT	1	3.03
	7:38 AM*	LI	6:40 PM *	EO			
9/10/2010 FRI					REG	1	8.00
					OT	1	3.03
	7:36 AM*	LI	6:38 PM *	EO			
9/13/2010 MON					REG	1	8.00
					OT	1	3.25
	7:35 AM*	LI	6:50 PM *	EO			
9/14/2010 TUE					REG	1	8.00
					OT	1	3.38
	7:32 AM*	LI	6:55 PM *	EO			
9/15/2010 WED					REG	1	8.00
					OT	1	3.12
	7:38 AM*	LI	6:45 PM *	EO			
9/16/2010 THU					REG	1	8.00
					OT	1	3.15
	7:36 AM*	LI	6:45 PM *	EO			
9/17/2010 FRI					REG	1	8.00
					OT	1	3.23
	7:35 AM*	LI	6:49 PM *	EO			
9/20/2010 MON					REG	1	8.00
					OT	1	3.17
	7:35 AM*	LI	6:45 PM *	EO			
9/21/2010 TUE					REG	1	8.00
					OT	1	3.13
	7:34 AM*	LI	6:42 PM *	EO			
9/22/2010 WED					REG	1	8.00
					OT	1	3.28
	7:33 AM*	LI	6:50 PM *	EO			
9/23/2010 THU					REG	1	8.00
					OT	1	3.32
	7:36 AM*	LI	6:55 PM *	EO			
9/24/2010 FRI					REG	1	8.00
					OT	1	2.92
	7:35 AM*	LI	6:30 PM *	EO			
9/27/2010 MON					REG	1	8.00
					OT	1	3.08
	7:40 AM*	LI	6:45 PM *	EO			
9/28/2010 TUE					REG	1	8.00
					OT	1	3.18
	7:39 AM*	LI	6:50 PM *	EO			
9/29/2010 WED					REG	1	8.00
					OT	1	3.07
	7:38 AM*	LI	6:42 PM *	EO			
9/30/2010 THU					REG	1	8.00
					OT	1	2.90
	7:45 AM*	LI	6:39 PM *	EO			
10/ 1/2010 FRI					REG	1	8.00
					OT	1	3.00

Period: From 1/ 1/2010 To 12/31/2010

Time Card Report

1/17/2013 2:32 PM

10/ 1/2010	FRI	7:40 AM*	LI	6:40 PM *	EO				
10/ 4/2010	MON					REG	1	8.00	11.08
						OT	1	3.08	
		7:45 AM*	LI	6:50 PM *	EO				
10/ 5/2010	TUE					REG	1	8.00	11.03
						OT	1	3.03	
		7:48 AM*	LI	6:50 PM *	EO				
10/ 6/2010	WED					REG	1	8.00	11.08
						OT	1	3.08	
		7:40 AM*	LI	6:45 PM *	EO				
10/ 7/2010	THU					REG	1	8.00	11.02
						OT	1	3.02	
		7:39 AM*	LI	6:40 PM *	EO				
10/ 8/2010	FRI					REG	1	8.00	11.13
						OT	1	3.13	
		7:42 AM*	LI	6:50 PM *	EO				
10/11/2010	MON					REG	1	8.00	11.17
						OT	1	3.17	
		7:35 AM*	LI	6:45 PM *	EO				
10/12/2010	TUE					REG	1	8.00	11.57
						OT	1	3.57	
		7:36 AM*	LI	7:10 PM *	EO				
10/13/2010	WED					REG	1	8.00	11.03
						OT	1	3.03	
		7:38 AM*	LI	6:40 PM *	EO				
10/14/2010	THU					REG	1	8.00	11.23
						OT	1	3.23	
		7:36 AM*	LI	6:50 PM *	EO				
10/15/2010	FRI					REG	1	8.00	11.08
						OT	1	3.08	
		7:35 AM*	LI	6:40 PM *	EO				
10/18/2010	MON					REG	1	8.00	11.08
						OT	1	3.08	
		7:40 AM*	LI	6:45 PM *	EO				
10/19/2010	TUE					REG	1	8.00	11.08
						OT	1	3.08	
		7:35 AM*	LI	6:40 PM *	EO				
10/20/2010	WED					REG	1	8.00	11.12
						OT	1	3.12	
		7:32 AM*	LI	6:39 PM *	EO				
10/21/2010	THU					REG	1	8.00	11.17
						OT	1	3.17	
		7:30 AM*	LI	6:40 PM *	EO				
10/22/2010	FRI					REG	1	8.00	11.17
						OT	1	3.17	
		7:35 AM*	LI	6:45 PM *	EO				
10/25/2010	MON					REG	1	8.00	11.42
						OT	1	3.42	
		7:35 AM*	LI	7:00 PM *	EO				
10/26/2010	TUE					REG	1	8.00	11.15
						OT	1	3.15	
		7:36 AM*	LI	6:45 PM *	EO				
10/27/2010	WED					REG	1	8.00	11.20
						OT	1	3.20	

Period: From 1/ 1/2010 To 12/31/2010

Time Card Report

1/17/2013 2:32 PM

10/27/2010	WED	7:38 AM*	LI	6:50 PM *	EO			
10/28/2010	THU					REG	1	8.00 11.10
						OT	1	3.10
10/29/2010	FRI	7:39 AM*	LI	6:45 PM *	EO			
						REG	1	8.00 11.23
						OT	1	3.23
11/ 1/2010	MON	7:36 AM*	LI	6:50 PM *	EO			
						REG	1	8.00 11.25
						OT	1	3.25
11/ 2/2010	TUE	7:35 AM*	LI	6:50 PM *	EO			
						REG	1	8.00 11.22
						OT	1	3.22
11/ 3/2010	WED	7:32 AM*	LI	6:45 PM *	EO			
						REG	1	8.00 11.13
						OT	1	3.13
11/ 4/2010	THU	7:30 AM*	LI	6:38 PM *	EO			
						REG	1	8.00 11.10
						OT	1	3.10
11/ 5/2010	FRI	7:34 AM*	LI	6:40 PM *	EO			
						REG	1	8.00 11.00
						OT	1	3.00
11/ 8/2010	MON	7:35 AM*	LI	6:35 PM *	EO			
						REG	1	8.00 11.25
						OT	1	3.25
11/ 9/2010	TUE	7:35 AM*	LI	6:50 PM *	EO			
						REG	1	8.00 11.15
						OT	1	3.15
11/10/2010	WED	7:36 AM*	LI	6:45 PM *	EO			
						REG	1	8.00 11.17
						OT	1	3.17
11/11/2010	THU	7:35 AM*	LI	6:45 PM *	EO			
						REG	1	8.00 8.92
						OT	1	0.92
11/12/2010	FRI	7:35 AM*	LI	4:30 PM *	EO			
						REG	1	8.00 10.42
						OT	1	2.42
11/22/2010	MON	7:35 AM*	LI	6:00 PM *	EO			
						REG	1	8.00 13.98
						OT	1	5.98
11/23/2010	TUE	7:35 AM*	LI	9:34 PM *	EO			
						REG	1	8.00 11.33
						OT	1	3.33
11/24/2010	WED	7:40 AM*	LI	7:00 PM *	EO			
						REG	1	8.00 11.25
						OT	1	3.25
11/25/2010	THU	7:45 AM*	LI	7:00 PM *	EO			
						REG	1	8.00 8.00
11/26/2010	FRI	8:00 AM*	LI	4:00 PM *	EO			
						REG	1	8.00 11.42
						OT	1	3.42
11/29/2010	MON	7:35 AM*	LI	7:00 PM *	EO			
						REG	1	8.00 11.08
						OT	1	3.08

Period: From 1/ 1/2010 To 12/31/2010

Time Card Report

1/17/2013 2:32 PM

11/29/2010	MON	7:35 AM*	LI	6:40 PM *	EO			
11/30/2010	TUE					REG	1	8.00 11.05
						OT	1	3.05
12/ 1/2010	WED	7:32 AM*	LI	6:35 PM *	EO			
						REG	1	8.00 11.15
						OT	1	3.15
12/ 2/2010	THU	7:30 AM*	LI	6:39 PM *	EO			
						REG	1	8.00 11.08
						OT	1	3.08
12/ 3/2010	FRI	7:40 AM*	LI	6:45 PM *	EO			
		8:00 AM*	LI	4:00 PM *	EO	REG	1	8.00 8.00
12/ 6/2010	MON					REG	1	8.00 11.42
						OT	1	3.42
12/ 7/2010	TUE	7:35 AM*	LI	7:00 PM *	EO			
						REG	1	8.00 11.40
						OT	1	3.40
12/ 8/2010	WED	7:36 AM*	LI	7:00 PM *	EO			
						REG	1	8.00 11.22
						OT	1	3.22
12/ 9/2010	THU	7:32 AM*	LI	6:45 PM *	EO			
						REG	1	8.00 11.08
						OT	1	3.08
12/10/2010	FRI	7:35 AM*	LI	6:40 PM *	EO			
						REG	1	8.00 11.15
						OT	1	3.15
12/13/2010	MON	7:36 AM*	LI	6:45 PM *	EO			
						REG	1	8.00 11.75
						OT	1	3.75
12/14/2010	TUE	7:35 AM*	LI	7:20 PM *	EO			
						REG	1	8.00 11.90
						OT	1	3.90
12/15/2010	WED	7:36 AM*	LI	7:30 PM *	EO			
						REG	1	8.00 11.33
						OT	1	3.33
12/16/2010	THU	7:40 AM*	LI	7:00 PM *	EO			
						REG	1	8.00 11.75
						OT	1	3.75
12/17/2010	FRI	7:35 AM*	LI	7:20 PM *	EO			
						REG	1	8.00 10.92
						OT	1	2.92
12/20/2010	MON	7:35 AM*	LI	6:30 PM *	EO			
						REG	1	8.00 11.92
						OT	1	3.92
12/21/2010	TUE	7:35 AM*	LI	7:30 PM *	EO			
						REG	1	8.00 11.82
						OT	1	3.82
12/22/2010	WED	7:36 AM*	LI	7:25 PM *	EO			
						REG	1	8.00 11.78
						OT	1	3.78
12/23/2010	THU	7:38 AM*	LI	7:25 PM *	EO			
						REG	1	8.00 11.92
						OT	1	3.92

Period: From 1/ 1/2010 To 12/31/2010

Time Card Report

1/17/2013 2:32 PM

12/23/2010(THU 7:35 AM* LI 7:30 PM * EO
 12/24/2010(FRI

 7:35 AM* LI 4:00 PM * EO
 12/27/2010(MON

 7:40 AM* LI 7:30 PM * EO
 12/28/2010(TUE

 7:35 AM* LI 7:25 PM * EO
 12/29/2010(WED

 7:45 AM* LI 7:20 PM * EO
 12/30/2010(THU

 7:40 AM* LI 6:45 PM * EO
 12/31/2010(FRI

 7:30 AM* LI 5:00 PM * EO

REG 1 8.00 8.42
 OT 1 0.42

 REG 1 8.00 11.83
 OT 1 3.83

 REG 1 8.00 11.83
 OT 1 3.83

 REG 1 8.00 11.58
 OT 1 3.58

 REG 1 8.00 11.08
 OT 1 3.08

 REG 1 8.00 9.50
 OT 1 1.50

Department Total:

OFFICE

OT 786.62 REG 2048.00

Employee Total for

DEP. CHARRIEZ, W

OT 786.62 REG 2048.00

Time Card Report

<i>Employee#:</i>		580314593		<i>DEP. CHARRIEZ, W</i>		<i>Badge ID#:</i>		580314593			
<i>Department#:</i>		14		OFFICE							
Date	Day	IN	Code	OUT	Code	Cost Center	Department	Job Class	Pay Z. Cost C.	Hours	Total
1/ 1/2009	THU								REG 1	8.00	8.00
		8:00 AM*	LI	4:00 PM *	EO						
1/ 2/2009	FRI								REG 1	8.00	9.83
									OT 1	1.83	
		7:40 AM*	LI	5:30 PM *	EO						
1/ 5/2009	MON								REG 1	8.00	10.08
									OT 1	2.08	
		7:40 AM*	LI	5:45 PM *	EO						
1/ 6/2009	TUE								REG 1	8.00	10.00
									OT 1	2.00	
		7:38 AM*	LI	5:38 PM *	EO						
1/ 7/2009	WED								REG 1	8.00	9.97
									OT 1	1.97	
		7:42 AM*	LI	5:40 PM *	EO						
1/ 8/2009	THU								REG 1	8.00	10.17
									OT 1	2.17	
		7:35 AM*	LI	5:45 PM *	EO						
1/ 9/2009	FRI								REG 1	8.00	9.87
									OT 1	1.87	
		7:38 AM*	LI	5:30 PM *	EO						
1/12/2009	MON								REG 1	8.00	10.08
									OT 1	2.08	
		7:40 AM*	LI	5:45 PM *	EO						
1/13/2009	TUE								REG 1	8.00	8.25
									OT 1	0.25	
		7:45 AM*	LI	4:00 PM *	EO						
1/14/2009	WED								REG 1	8.00	10.18
									OT 1	2.18	
		7:49 AM*	LI	6:00 PM *	EO						
1/15/2009	THU								REG 1	8.00	9.75
									OT 1	1.75	
		7:45 AM*	LI	5:30 PM *	EO						
1/16/2009	FRI								REG 1	8.00	9.33
									OT 1	1.33	
		8:00 AM*	LI	5:20 PM *	EO						
2/16/2009	MON								REG 1	8.00	8.00
		8:00 AM	LI	4:00 PM	EO						
2/24/2009	TUE								REG 1	6.25	6.25
		12:00 PM*	LI	6:15 PM *	EO						
3/ 9/2009	MON								REG 1	8.00	12.00
									OT 1	4.00	
		7:30 AM*	LI	7:30 PM *	EO						
3/10/2009	TUE								REG 1	8.00	10.42
									OT 1	2.42	
		7:35 AM*	LI	6:00 PM *	EO						
3/11/2009	WED								REG 1	8.00	10.92
									OT 1	2.92	

Period: From 1/ 1/2009 To 12/31/2009

Time Card Report

1/17/2013 2:34 PM

3/11/2009 WED	7:30 AM*	LI	6:25 PM *	EO				
3/12/2009 THU					REG	1	8.00	10.92
					OT	1	2.92	
	7:35 AM*	LI	6:30 PM *	EO				
3/13/2009 FRI					REG	1	8.00	11.00
					OT	1	3.00	
	7:30 AM*	LI	6:30 PM *	EO				
3/16/2009 MON					REG	1	8.00	11.00
					OT	1	3.00	
	7:30 AM*	LI	6:30 PM *	EO				
3/17/2009 TUE					REG	1	8.00	11.22
					OT	1	3.22	
	7:32 AM*	LI	6:45 PM *	EO				
3/18/2009 WED					REG	1	8.00	10.70
					OT	1	2.70	
	7:38 AM*	LI	6:20 PM *	EO				
3/19/2009 THU					REG	1	8.00	10.90
					OT	1	2.90	
	7:35 AM*	LI	6:29 PM *	EO				
3/20/2009 FRI					REG	1	8.00	10.10
					OT	1	2.10	
	7:39 AM*	LI	5:45 PM *	EO				
3/23/2009 MON					REG	1	8.00	10.50
					OT	1	2.50	
	7:30 AM*	LI	6:00 PM *	EO				
3/24/2009 TUE					REG	1	8.00	10.92
					OT	1	2.92	
	7:35 AM*	LI	6:30 PM *	EO				
3/25/2009 WED					REG	1	8.00	10.70
					OT	1	2.70	
	7:38 AM*	LI	6:20 PM *	EO				
3/26/2009 THU					REG	1	8.00	10.73
					OT	1	2.73	
	7:36 AM*	LI	6:20 PM *	EO				
3/27/2009 FRI					REG	1	8.00	10.88
					OT	1	2.88	
	7:37 AM*	LI	6:30 PM *	EO				
3/30/2009 MON					REG	1	8.00	10.75
					OT	1	2.75	
	7:35 AM*	LI	6:20 PM *	EO				
3/31/2009 TUE					REG	1	8.00	10.37
					OT	1	2.37	
	7:38 AM*	LI	6:00 PM *	EO				
4/ 1/2009 WED					REG	1	8.00	10.42
					OT	1	2.42	
	7:35 AM*	LI	6:00 PM *	EO				
4/ 2/2009 THU					REG	1	8.00	10.40
					OT	1	2.40	
	7:36 AM*	LI	6:00 PM *	EO				
4/ 3/2009 FRI					REG	1	8.00	10.67
					OT	1	2.67	
	7:35 AM*	LI	6:15 PM *	EO				
4/ 6/2009 MON					REG	1	8.00	10.42
					OT	1	2.42	

Period: From 1/1/2009 To 12/31/2009

Time Card Report

1/17/2013 2:34 PM

4/6/2009 MON	7:35 AM*	LI	6:00 PM *	EO			
4/7/2009 TUE					REG	1	8.00 11.00
					OT	1	3.00
4/8/2009 WED	7:30 AM*	LI	6:30 PM *	EO			
					REG	1	8.00 11.02
					OT	1	3.02
4/9/2009 THU	7:29 AM*	LI	6:30 PM *	EO			
					REG	1	8.00 11.00
					OT	1	3.00
4/10/2009 FRI	7:30 AM*	LI	6:30 PM *	EO			
					REG	1	8.00 8.00
4/13/2009 MON	8:00 AM*	LI	4:00 PM *	EO			
					REG	1	8.00 10.42
					OT	1	2.42
4/14/2009 TUE	7:35 AM*	LI	6:00 PM *	EO			
					REG	1	8.00 10.50
					OT	1	2.50
4/15/2009 WED	7:30 AM*	LI	6:00 PM *	EO			
					REG	1	8.00 10.72
					OT	1	2.72
4/16/2009 THU	7:32 AM*	LI	6:15 PM *	EO			
					REG	1	8.00 10.17
					OT	1	2.17
4/17/2009 FRI	7:35 AM*	LI	5:45 PM *	EO			
					REG	1	8.00 10.22
					OT	1	2.22
4/20/2009 MON	7:36 AM*	LI	5:49 PM *	EO			
					REG	1	8.00 10.33
					OT	1	2.33
4/21/2009 TUE	7:40 AM*	LI	6:00 PM *	EO			
					REG	1	8.00 10.42
					OT	1	2.42
4/22/2009 WED	7:35 AM*	LI	6:00 PM *	EO			
					REG	1	8.00 10.82
					OT	1	2.82
4/23/2009 THU	7:36 AM*	LI	6:25 PM *	EO			
					REG	1	8.00 10.85
					OT	1	2.85
4/24/2009 FRI	7:39 AM*	LI	6:30 PM *	EO			
					REG	1	8.00 10.78
					OT	1	2.78
4/27/2009 MON	7:38 AM*	LI	6:25 PM *	EO			
					REG	1	8.00 10.37
					OT	1	2.37
4/28/2009 TUE	7:38 AM*	LI	6:00 PM *	EO			
					REG	1	8.00 10.75
					OT	1	2.75
4/29/2009 WED	7:35 AM*	LI	6:20 PM *	EO			
					REG	1	8.00 10.88
					OT	1	2.88
4/30/2009 THU	7:37 AM*	LI	6:30 PM *	EO			
					REG	1	8.00 10.35
					OT	1	2.35

Period: From 1/ 1/2009 To 12/31/2009

Time Card Report

1/17/2013 2:34 PM

4/30/2009 THU	7:39 AM*	LI	6:00 PM *	EO				
5/ 1/2009 FRI					REG	1	8.00	10.33
					OT	1	2.33	
5/ 4/2009 MON	7:40 AM*	LI	6:00 PM *	EO				
					REG	1	8.00	10.67
					OT	1	2.67	
5/ 5/2009 TUE	7:40 AM*	LI	6:20 PM *	EO				
					REG	1	8.00	10.85
					OT	1	2.85	
5/ 6/2009 WED	7:39 AM*	LI	6:30 PM *	EO				
					REG	1	8.00	10.42
					OT	1	2.42	
5/ 7/2009 THU	7:35 AM*	LI	6:00 PM *	EO				
					REG	1	8.00	10.58
					OT	1	2.58	
5/ 8/2009 FRI	7:40 AM*	LI	6:15 PM *	EO				
					REG	1	8.00	10.25
					OT	1	2.25	
5/11/2009 MON	7:45 AM*	LI	6:00 PM *	EO				
					REG	1	8.00	10.67
					OT	1	2.67	
5/12/2009 TUE	7:35 AM*	LI	6:15 PM *	EO				
					REG	1	8.00	10.87
					OT	1	2.87	
5/13/2009 WED	7:38 AM*	LI	6:30 PM *	EO				
					REG	1	8.00	10.40
					OT	1	2.40	
5/14/2009 THU	7:36 AM*	LI	6:00 PM *	EO				
					REG	1	8.00	10.33
					OT	1	2.33	
5/15/2009 FRI	7:40 AM*	LI	6:00 PM *	EO				
					REG	1	8.00	10.25
					OT	1	2.25	
5/18/2009 MON	7:45 AM*	LI	6:00 PM *	EO				
					REG	1	8.00	10.42
					OT	1	2.42	
5/19/2009 TUE	7:35 AM*	LI	6:00 PM *	EO				
					REG	1	8.00	10.62
					OT	1	2.62	
5/20/2009 WED	7:38 AM*	LI	6:15 PM *	EO				
					REG	1	8.00	10.42
					OT	1	2.42	
5/21/2009 THU	7:35 AM*	LI	6:00 PM *	EO				
					REG	1	8.00	10.37
					OT	1	2.37	
5/22/2009 FRI	7:38 AM*	LI	6:00 PM *	EO				
					REG	1	8.00	10.58
					OT	1	2.58	
5/25/2009 MON	7:35 AM*	LI	6:10 PM *	EO				
					REG	1	8.00	8.42
					OT	1	0.42	
5/26/2009 TUE	7:35 AM*	LI	4:00 PM *	EO				
					REG	1	8.00	10.83
					OT	1	2.83	

Period: From 1/ 1/2009 To 12/31/2009

Time Card Report

1/17/2013 2:34 PM

5/26/2009 TUE	7:40 AM*	LI	6:30 PM *	EO			
5/27/2009 WED					REG	1	8.00 10.95
					OT	1	2.95
	7:38 AM*	LI	6:35 PM *	EO			
5/28/2009 THU					REG	1	8.00 10.92
					OT	1	2.92
	7:35 AM*	LI	6:30 PM *	EO			
5/29/2009 FRI					REG	1	8.00 11.00
					OT	1	3.00
	7:30 AM*	LI	6:30 PM *	EO			
6/ 1/2009 MON					REG	1	8.00 10.88
					OT	1	2.88
	7:35 AM*	LI	6:28 PM *	EO			
6/ 2/2009 TUE					REG	1	8.00 10.92
					OT	1	2.92
	7:30 AM*	LI	6:25 PM *	EO			
6/ 3/2009 WED					REG	1	8.00 11.08
					OT	1	3.08
	7:25 AM*	LI	6:30 PM *	EO			
6/ 4/2009 THU					REG	1	8.00 10.83
					OT	1	2.83
	7:35 AM*	LI	6:25 PM *	EO			
6/ 5/2009 FRI					REG	1	8.00 10.87
					OT	1	2.87
	7:38 AM*	LI	6:30 PM *	EO			
6/ 8/2009 MON					REG	1	8.00 10.92
					OT	1	2.92
	7:35 AM*	LI	6:30 PM *	EO			
6/ 9/2009 TUE					REG	1	8.00 10.82
					OT	1	2.82
	7:36 AM*	LI	6:25 PM *	EO			
6/10/2009 WED					REG	1	8.00 10.37
					OT	1	2.37
	7:38 AM*	LI	6:00 PM *	EO			
6/11/2009 THU					REG	1	8.00 10.90
					OT	1	2.90
	7:36 AM*	LI	6:30 PM *	EO			
6/12/2009 FRI					REG	1	8.00 10.42
					OT	1	2.42
	7:35 AM*	LI	6:00 PM *	EO			
6/15/2009 MON					REG	1	8.00 10.83
					OT	1	2.83
	7:40 AM*	LI	6:30 PM *	EO			
6/16/2009 TUE					REG	1	8.00 10.68
					OT	1	2.68
	7:39 AM*	LI	6:20 PM *	EO			
6/17/2009 WED					REG	1	8.00 10.25
					OT	1	2.25
	7:45 AM*	LI	6:00 PM *	EO			
6/18/2009 THU					REG	1	8.00 10.70
					OT	1	2.70
	7:38 AM*	LI	6:20 PM *	EO			
6/19/2009 FRI					REG	1	8.00 10.77
					OT	1	2.77

Period: From 1/1/2009 To 12/31/2009

Time Card Report

1/17/2013 2:34 PM

6/19/2009 FRI	7:39 AM*	LI	6:25 PM *	EO				
6/22/2009 MON					REG	1	8.00	10.25
					OT	1	2.25	
	7:45 AM*	LI	6:00 PM *	EO				
6/23/2009 TUE					REG	1	8.00	10.58
					OT	1	2.58	
	7:40 AM*	LI	6:15 PM *	EO				
6/24/2009 WED					REG	1	8.00	10.68
					OT	1	2.68	
	7:39 AM*	LI	6:20 PM *	EO				
6/25/2009 THU					REG	1	8.00	10.25
					OT	1	2.25	
	7:45 AM*	LI	6:00 PM *	EO				
6/26/2009 FRI					REG	1	8.00	10.17
					OT	1	2.17	
	7:50 AM*	LI	6:00 PM *	EO				
6/29/2009 MON					REG	1	8.00	10.67
					OT	1	2.67	
	7:40 AM*	LI	6:20 PM *	EO				
6/30/2009 TUE					REG	1	8.00	10.70
					OT	1	2.70	
	7:48 AM*	LI	6:30 PM *	EO				
7/1/2009 WED					REG	1	8.00	10.83
					OT	1	2.83	
	7:35 AM*	LI	6:25 PM *	EO				
7/2/2009 THU					REG	1	8.00	10.50
					OT	1	2.50	
	7:45 AM*	LI	6:15 PM *	EO				
7/3/2009 FRI					REG	1	8.00	8.17
					OT	1	0.17	
	7:50 AM*	LI	4:00 PM *	EO				
7/6/2009 MON					REG	1	8.00	10.67
					OT	1	2.67	
	7:40 AM*	LI	6:20 PM *	EO				
7/7/2009 TUE					REG	1	8.00	10.87
					OT	1	2.87	
	7:38 AM*	LI	6:30 PM *	EO				
7/8/2009 WED					REG	1	8.00	10.88
					OT	1	2.88	
	7:35 AM*	LI	6:28 PM *	EO				
7/9/2009 THU					REG	1	8.00	10.82
					OT	1	2.82	
	7:36 AM*	LI	6:25 PM *	EO				
7/10/2009 FRI					REG	1	8.00	10.83
					OT	1	2.83	
	7:40 AM*	LI	6:30 PM *	EO				
7/13/2009 MON					REG	1	8.00	10.83
					OT	1	2.83	
	7:40 AM*	LI	6:30 PM *	EO				
7/14/2009 TUE					REG	1	8.00	10.75
					OT	1	2.75	
	7:35 AM*	LI	6:20 PM *	EO				
7/15/2009 WED					REG	1	8.00	10.75
					OT	1	2.75	

Period: From 1/1/2009 To 12/31/2009

Time Card Report

1/17/2013 2:34 PM

7/15/2009 WED	7:45 AM*	LI	6:30 PM *	EO			
7/16/2009 THU					REG	1	8.00
					OT	1	2.82
	7:36 AM*	LI	6:25 PM *	EO			
7/17/2009 FRI					REG	1	8.00
					OT	1	2.75
	7:45 AM*	LI	6:30 PM *	EO			
7/20/2009 MON					REG	1	8.00
					OT	1	2.83
	7:40 AM*	LI	6:30 PM *	EO			
7/21/2009 TUE					REG	1	8.00
					OT	1	2.83
	7:35 AM*	LI	6:25 PM *	EO			
7/22/2009 WED					REG	1	8.00
					OT	1	2.87
	7:38 AM*	LI	6:30 PM *	EO			
7/23/2009 THU					REG	1	8.00
					OT	1	3.17
	7:35 AM*	LI	6:45 PM *	EO			
7/24/2009 FRI					REG	1	8.00
					OT	1	2.83
	7:40 AM*	LI	6:30 PM *	EO			
7/27/2009 MON					REG	1	8.00
					OT	1	2.75
	7:45 AM*	LI	6:30 PM *	EO			
7/28/2009 TUE					REG	1	8.00
					OT	1	2.83
	7:40 AM*	LI	6:30 PM *	EO			
7/29/2009 WED					REG	1	8.00
					OT	1	2.78
	7:38 AM*	LI	6:25 PM *	EO			
7/30/2009 THU					REG	1	8.00
					OT	1	2.83
	7:42 AM*	LI	6:32 PM *	EO			
7/31/2009 FRI					REG	1	8.00
					OT	1	3.00
	7:35 AM*	LI	6:35 PM *	EO			
8/ 3/2009 MON					REG	1	8.00
					OT	1	2.83
	7:40 AM*	LI	6:30 PM *	EO			
8/ 4/2009 TUE					REG	1	8.00
					OT	1	2.78
	7:38 AM*	LI	6:25 PM *	EO			
8/ 5/2009 WED					REG	1	8.00
					OT	1	3.08
	7:25 AM*	LI	6:30 PM *	EO			
8/ 6/2009 THU					REG	1	8.00
					OT	1	3.08
	7:30 AM*	LI	6:35 PM *	EO			
8/10/2009 MON					REG	1	8.00
					OT	1	2.92
	7:35 AM*	LI	6:30 PM *	EO			
8/11/2009 TUE					REG	1	8.00
					OT	1	2.78

Period: From 1/ 1/2009 To 12/31/2009

Time Card Report

1/17/2013 2:34 PM

8/11/2009 TUE	7:38 AM*	LI	6:25 PM *	EO			
8/12/2009 WED					REG	1	8.00 10.88
					OT	1	2.88
8/13/2009 THU	7:35 AM*	LI	6:28 PM *	EO			
					REG	1	8.00 10.82
					OT	1	2.82
8/14/2009 FRI	7:36 AM*	LI	6:25 PM *	EO			
					REG	1	8.00 10.85
					OT	1	2.85
8/17/2009 MON	7:39 AM*	LI	6:30 PM *	EO			
					REG	1	8.00 10.75
					OT	1	2.75
8/18/2009 TUE	7:45 AM*	LI	6:30 PM *	EO			
					REG	1	8.00 10.92
					OT	1	2.92
8/19/2009 WED	7:40 AM*	LI	6:35 PM *	EO			
					REG	1	8.00 10.87
					OT	1	2.87
8/20/2009 THU	7:38 AM*	LI	6:30 PM *	EO			
					REG	1	8.00 10.83
					OT	1	2.83
8/21/2009 FRI	7:35 AM*	LI	6:25 PM *	EO			
					REG	1	8.00 10.83
					OT	1	2.83
8/24/2009 MON	7:40 AM*	LI	6:30 PM *	EO			
					REG	1	8.00 10.67
					OT	1	2.67
8/25/2009 TUE	7:45 AM*	LI	6:25 PM *	EO			
					REG	1	8.00 10.87
					OT	1	2.87
8/26/2009 WED	7:38 AM*	LI	6:30 PM *	EO			
					REG	1	8.00 10.75
					OT	1	2.75
8/27/2009 THU	7:40 AM*	LI	6:25 PM *	EO			
					REG	1	8.00 10.90
					OT	1	2.90
8/28/2009 FRI	7:35 AM*	LI	6:29 PM *	EO			
					REG	1	8.00 10.75
					OT	1	2.75
8/31/2009 MON	7:45 AM*	LI	6:30 PM *	EO			
					REG	1	8.00 10.33
					OT	1	2.33
9/ 1/2009 TUE	7:40 AM*	LI	6:00 PM *	EO			
					REG	1	8.00 10.75
					OT	1	2.75
9/ 2/2009 WED	7:35 AM*	LI	6:20 PM *	EO			
					REG	1	8.00 10.65
					OT	1	2.65
9/ 3/2009 THU	7:36 AM*	LI	6:15 PM *	EO			
					REG	1	8.00 10.70
					OT	1	2.70
9/ 4/2009 FRI	7:38 AM*	LI	6:20 PM *	EO			
					REG	1	8.00 10.75
					OT	1	2.75

Period: From 1/1/2009 To 12/31/2009

Time Card Report

1/17/2013 2:34 PM

9/4/2009 FRI	7:35 AM*	LI	6:20 PM *	EO			
9/7/2009 MON					REG	1	8.00
					OT	1	2.75
	7:35 AM*	LI	6:20 PM *	EO			
9/8/2009 TUE					REG	1	8.00
					OT	1	2.90
	7:36 AM*	LI	6:30 PM *	EO			
9/9/2009 WED					REG	1	8.00
					OT	1	2.85
	7:37 AM*	LI	6:28 PM *	EO			
9/10/2009 THU					REG	1	8.00
					OT	1	2.83
	7:35 AM*	LI	6:25 PM *	EO			
9/11/2009 FRI					REG	1	8.00
					OT	1	2.83
	7:40 AM*	LI	6:30 PM *	EO			
9/14/2009 MON					REG	1	8.00
					OT	1	2.42
	7:35 AM*	LI	6:00 PM *	EO			
9/15/2009 TUE					REG	1	8.00
					OT	1	2.90
	7:36 AM*	LI	6:30 PM *	EO			
9/16/2009 WED					REG	1	8.00
					OT	1	2.95
	7:38 AM*	LI	6:35 PM *	EO			
9/17/2009 THU					REG	1	8.00
					OT	1	2.80
	7:37 AM*	LI	6:25 PM *	EO			
9/18/2009 FRI					REG	1	8.00
					OT	1	2.92
	7:35 AM*	LI	6:30 PM *	EO			
9/21/2009 MON					REG	1	8.00
					OT	1	2.92
	7:35 AM*	LI	6:30 PM *	EO			
9/22/2009 TUE					REG	1	8.00
					OT	1	2.98
	7:36 AM*	LI	6:35 PM *	EO			
9/23/2009 WED					REG	1	8.00
					OT	1	2.90
	7:35 AM*	LI	6:29 PM *	EO			
9/24/2009 THU					REG	1	8.00
					OT	1	2.85
	7:38 AM*	LI	6:29 PM *	EO			
9/25/2009 FRI					REG	1	8.00
					OT	1	2.97
	7:37 AM*	LI	6:35 PM *	EO			
9/28/2009 MON					REG	1	8.00
					OT	1	3.08
	7:25 AM*	LI	6:30 PM *	EO			
9/29/2009 TUE					REG	1	8.00
					OT	1	3.00
	7:29 AM*	LI	6:29 PM *	EO			
9/30/2009 WED					REG	1	8.00
					OT	1	3.08

Period: From 1/ 1/2009 To 12/31/2009

Time Card Report

1/17/2013 2:34 PM

9/30/2009 WED	7:30 AM*	LI	6:35 PM *	EO			
10/ 1/2009 THU					REG	1	8.00
					OT	1	3.03
	7:28 AM*	LI	6:30 PM *	EO			
10/ 2/2009 FRI					REG	1	8.00
					OT	1	3.08
	7:30 AM*	LI	6:35 PM *	EO			
10/ 5/2009 MON					REG	1	8.00
					OT	1	3.00
	7:30 AM*	LI	6:30 PM *	EO			
10/ 6/2009 TUE					REG	1	8.00
					OT	1	3.00
	7:35 AM*	LI	6:35 PM *	EO			
10/ 7/2009 WED					REG	1	8.00
					OT	1	3.12
	7:29 AM*	LI	6:36 PM *	EO			
10/ 8/2009 THU					REG	1	8.00
					OT	1	3.12
	7:28 AM*	LI	6:35 PM *	EO			
10/ 9/2009 FRI					REG	1	8.00
					OT	1	3.25
	7:25 AM*	LI	6:40 PM *	EO			
10/12/2009 MON					REG	1	8.00
					OT	1	2.92
	7:35 AM*	LI	6:30 PM *	EO			
10/13/2009 TUE					REG	1	8.00
					OT	1	2.95
	7:38 AM*	LI	6:35 PM *	EO			
10/14/2009 WED					REG	1	8.00
					OT	1	3.00
	7:40 AM*	LI	6:40 PM *	EO			
10/15/2009 THU					REG	1	8.00
					OT	1	2.95
	7:38 AM*	LI	6:35 PM *	EO			
10/16/2009 FRI					REG	1	8.00
					OT	1	3.05
	7:35 AM*	LI	6:38 PM *	EO			
10/19/2009 MON					REG	1	8.00
					OT	1	3.00
	7:35 AM*	LI	6:35 PM *	EO			
10/20/2009 TUE					REG	1	8.00
					OT	1	3.03
	7:38 AM*	LI	6:40 PM *	EO			
10/21/2009 WED					REG	1	8.00
					OT	1	2.98
	7:39 AM*	LI	6:38 PM *	EO			
10/22/2009 THU					REG	1	8.00
					OT	1	3.10
	7:30 AM*	LI	6:36 PM *	EO			
10/23/2009 FRI					REG	1	8.00
					OT	1	3.00
	7:39 AM*	LI	6:39 PM *	EO			
10/26/2009 MON					REG	1	8.00
					OT	1	3.08

Period: From 1/1/2009 To 12/31/2009

Time Card Report

1/17/2013 2:34 PM

10/26/2009	MON	7:35 AM*	LI	6:40 PM *	EO			
10/27/2009	TUE					REG	1	8.00 10.95
						OT	1	2.95
10/28/2009	WED	7:38 AM*	LI	6:35 PM *	EO			
						REG	1	8.00 10.98
						OT	1	2.98
10/29/2009	THU	7:39 AM*	LI	6:38 PM *	EO			
						REG	1	8.00 11.02
						OT	1	3.02
10/30/2009	FRI	7:39 AM*	LI	6:40 PM *	EO			
						REG	1	8.00 11.08
						OT	1	3.08
11/ 2/2009	MON	7:35 AM*	LI	6:40 PM *	EO			
						REG	1	8.00 11.08
						OT	1	3.08
11/ 3/2009	TUE	7:35 AM*	LI	6:40 PM *	EO			
						REG	1	8.00 11.25
						OT	1	3.25
11/ 4/2009	WED	7:30 AM*	LI	6:45 PM *	EO			
						REG	1	8.00 11.00
						OT	1	3.00
11/ 5/2009	THU	7:35 AM*	LI	6:35 PM *	EO			
						REG	1	8.00 11.03
						OT	1	3.03
11/ 6/2009	FRI	7:40 AM*	LI	6:42 PM *	EO			
						REG	1	8.00 10.83
						OT	1	2.83
11/ 9/2009	MON	7:45 AM*	LI	6:35 PM *	EO			
						REG	1	8.00 10.83
						OT	1	2.83
11/10/2009	TUE	7:40 AM*	LI	6:30 PM *	EO			
						REG	1	8.00 10.83
						OT	1	2.83
11/11/2009	WED	7:38 AM*	LI	6:28 PM *	EO			
						REG	1	8.00 11.00
						OT	1	3.00
11/12/2009	THU	7:39 AM*	LI	6:39 PM *	EO			
						REG	1	8.00 10.92
						OT	1	2.92
11/13/2009	FRI	7:40 AM*	LI	6:35 PM *	EO			
						REG	1	8.00 10.82
						OT	1	2.82
11/16/2009	MON	7:41 AM*	LI	6:30 PM *	EO			
						REG	1	8.00 11.17
						OT	1	3.17
11/17/2009	TUE	7:35 AM*	LI	6:45 PM *	EO			
						REG	1	8.00 11.17
						OT	1	3.17
11/18/2009	WED	7:30 AM*	LI	6:40 PM *	EO			
						REG	1	8.00 11.15
						OT	1	3.15
11/19/2009	THU	7:36 AM*	LI	6:45 PM *	EO			
						REG	1	8.00 11.10
						OT	1	3.10

Period: From 1/ 1/2009 To 12/31/2009

Time Card Report

1/17/2013 2:34 PM

11/19/2009	THU	7:34 AM*	LI	6:40 PM *	EO			
11/20/2009	FRI					REG	1	8.00 11.15
						OT	1	3.15
11/23/2009	MON	7:36 AM*	LI	6:45 PM *	EO			
						REG	1	8.00 11.92
						OT	1	3.92
11/24/2009	TUE	7:35 AM*	LI	7:30 PM *	EO			
						REG	1	8.00 11.40
						OT	1	3.40
11/25/2009	WED	7:36 AM*	LI	7:00 PM *	EO			
						REG	1	8.00 11.12
						OT	1	3.12
11/26/2009	THU	7:38 AM*	LI	6:45 PM *	EO			
						REG	1	8.00 8.00
11/27/2009	FRI	8:00 AM*	LI	4:00 PM *	EO			
						REG	1	8.00 11.17
						OT	1	3.17
11/30/2009	MON	7:35 AM*	LI	6:45 PM *	EO			
						REG	1	8.00 10.92
						OT	1	2.92
12/ 1/2009	TUE	7:35 AM*	LI	6:30 PM *	EO			
						REG	1	8.00 10.98
						OT	1	2.98
12/ 2/2009	WED	7:36 AM*	LI	6:35 PM *	EO			
						REG	1	8.00 10.97
						OT	1	2.97
12/ 3/2009	THU	7:38 AM*	LI	6:36 PM *	EO			
						REG	1	8.00 10.87
						OT	1	2.87
12/ 4/2009	FRI	7:38 AM*	LI	6:30 PM *	EO			
						REG	1	8.00 10.85
						OT	1	2.85
12/ 7/2009	MON	7:39 AM*	LI	6:30 PM *	EO			
						REG	1	8.00 11.17
						OT	1	3.17
12/ 8/2009	TUE	7:35 AM*	LI	6:45 PM *	EO			
						REG	1	8.00 11.23
						OT	1	3.23
12/ 9/2009	WED	7:36 AM*	LI	6:50 PM *	EO			
						REG	1	8.00 10.95
						OT	1	2.95
12/10/2009	THU	7:38 AM*	LI	6:35 PM *	EO			
						REG	1	8.00 11.08
						OT	1	3.08
12/11/2009	FRI	7:35 AM*	LI	6:40 PM *	EO			
						REG	1	8.00 11.15
						OT	1	3.15
12/14/2009	MON	7:36 AM*	LI	6:45 PM *	EO			
						REG	1	8.00 11.33
						OT	1	3.33
12/15/2009	TUE	7:40 AM*	LI	7:00 PM *	EO			
						REG	1	8.00 11.75
						OT	1	3.75

Period: From 1/1/2009 To 12/31/2009

Time Card Report

1/17/2013 2:34 PM

12/15/2009	TUE	7:45 AM*	LI	7:30 PM *	EO			
12/16/2009	WED						REG	1 8.00 11.37
							OT	1 3.37
12/17/2009	THU	7:38 AM*	LI	7:00 PM *	EO		REG	1 8.00 11.17
							OT	1 3.17
12/18/2009	FRI	7:35 AM*	LI	6:45 PM *	EO		REG	1 8.00 10.87
							OT	1 2.87
12/21/2009	MON	7:38 AM*	LI	6:30 PM *	EO		REG	1 8.00 11.42
							OT	1 3.42
12/22/2009	TUE	7:35 AM*	LI	7:00 PM *	EO		REG	1 8.00 11.40
							OT	1 3.40
12/23/2009	WED	7:36 AM*	LI	7:00 PM *	EO		REG	1 8.00 11.37
							OT	1 3.37
12/24/2009	THU	7:38 AM*	LI	7:00 PM *	EO		REG	1 8.00 9.33
							OT	1 1.33
12/25/2009	FRI	7:40 AM*	LI	5:00 PM *	EO		REG	1 8.00 8.00
12/28/2009	MON	8:00 AM*	LI	4:00 PM *	EO		REG	1 8.00 12.50
							OT	1 4.50
12/29/2009	TUE	7:00 AM*	LI	7:30 PM *	EO		REG	1 8.00 12.75
							OT	1 4.75
12/30/2009	WED	7:00 AM*	LI	7:45 PM *	EO		REG	1 8.00 12.50
							OT	1 4.50
12/31/2009	THU	7:00 AM*	LI	7:30 PM *	EO		REG	1 8.00 12.00
							OT	1 4.00
		7:00 AM*	LI	7:00 PM *	EO			

Department Total:	OFFICE		OT	REG
			615.72	1814.25

Employee Total for	DEP. CHARRIEZ, W		OT	REG
			615.72	1814.25

Time Card Report

Employee#: 580314593 DEP. CHARRIEZ, W Badge ID#: 580314593
 Department#: 14 OFFICE

Date	Day	IN	Code	OUT	Code	Cost Center	Department	Job Class	Pay Z. Cost C.	Hours	Total
1/1/2008	TUE								REG 1	8.00	8.00
		8:00 AM*	LI	4:00 PM *	EO						
1/2/2008	WED								REG 1	8.00	10.08
									OT 1	2.08	
		7:40 AM*	LI	5:45 PM *	EO						
1/3/2008	THU								REG 1	8.00	10.02
									OT 1	2.02	
		7:39 AM*	LI	5:40 PM *	EO						
1/4/2008	FRI								REG 1	8.00	9.92
									OT 1	1.92	
		7:35 AM*	LI	5:30 PM *	EO						
1/6/2008	SUN								OT 1	5.00	5.00
		7:00 AM*	LI	12:00 PM *	EO						
1/7/2008	MON								REG 1	8.00	9.92
									OT 1	1.92	
		7:40 AM*	LI	5:35 PM *	EO						
1/8/2008	TUE								REG 1	8.00	10.00
									OT 1	2.00	
		7:38 AM*	LI	5:38 PM *	EO						
1/9/2008	WED								REG 1	8.00	9.90
									OT 1	1.90	
		7:35 AM*	LI	5:29 PM *	EO						
1/10/2008	THU								REG 1	8.00	9.85
									OT 1	1.85	
		7:39 AM*	LI	5:30 PM *	EO						
1/11/2008	FRI								REG 1	8.00	9.83
									OT 1	1.83	
		7:40 AM*	LI	5:30 PM *	EO						
1/13/2008	SUN								OT 1	5.00	5.00
		7:00 AM*	LI	12:00 PM *	EO						
1/14/2008	MON								REG 1	8.00	9.75
									OT 1	1.75	
		7:40 AM*	LI	5:25 PM *	EO						
1/15/2008	TUE								REG 1	8.00	9.92
									OT 1	1.92	
		7:35 AM*	LI	5:30 PM *	EO						
1/16/2008	WED								REG 1	8.00	9.87
									OT 1	1.87	
		7:36 AM*	LI	5:28 PM *	EO						
1/17/2008	THU								REG 1	8.00	9.87
									OT 1	1.87	
		7:38 AM*	LI	5:30 PM *	EO						
1/18/2008	FRI								REG 1	8.00	9.83
									OT 1	1.83	
		7:35 AM*	LI	5:25 PM *	EO						
1/20/2008	SUN								OT 1	5.00	5.00
		7:00 AM*	LI	12:00 PM *	EO						

Period: From 1/ 1/2008 To 12/31/2008

Time Card Report

1/17/2013 2:36 PM

1/21/2008 MON						REG	1	8.00	9.75
						OT	1	1.75	
1/22/2008 TUE	7:40 AM*	LI	5:25 PM *	EO		REG	1	8.00	9.83
						OT	1	1.83	
1/23/2008 WED	7:38 AM*	LI	5:28 PM *	EO		REG	1	8.00	9.92
						OT	1	1.92	
1/24/2008 THU	7:35 AM*	LI	5:30 PM *	EO		REG	1	8.00	9.77
						OT	1	1.77	
1/25/2008 FRI	7:39 AM*	LI	5:25 PM *	EO		REG	1	8.00	9.80
						OT	1	1.80	
1/27/2008 SUN	7:40 AM*	LI	5:28 PM *	EO		OT	1	5.00	5.00
1/28/2008 MON	7:00 AM*	LI	12:00 PM *	EO		REG	1	8.00	9.92
						OT	1	1.92	
1/29/2008 TUE	7:40 AM*	LI	5:35 PM *	EO		REG	1	8.00	10.00
						OT	1	2.00	
1/30/2008 WED	7:38 AM*	LI	5:38 PM *	EO		REG	1	8.00	9.92
						OT	1	1.92	
1/31/2008 THU	7:35 AM*	LI	5:30 PM *	EO		REG	1	8.00	9.98
						OT	1	1.98	
2/ 1/2008 FRI	7:36 AM*	LI	5:35 PM *	EO		REG	1	8.00	9.78
						OT	1	1.78	
2/ 3/2008 SUN	7:38 AM*	LI	5:25 PM *	EO		OT	1	5.00	5.00
2/ 4/2008 MON	7:00 AM*	LI	12:00 PM *	EO		REG	1	8.00	10.00
						OT	1	2.00	
2/ 5/2008 TUE	7:40 AM*	LI	5:40 PM *	EO		REG	1	8.00	10.00
						OT	1	2.00	
2/ 6/2008 WED	7:35 AM*	LI	5:35 PM *	EO		REG	1	8.00	9.82
						OT	1	1.82	
2/ 7/2008 THU	7:36 AM*	LI	5:25 PM *	EO		REG	1	8.00	9.83
						OT	1	1.83	
2/ 8/2008 FRI	7:38 AM*	LI	5:28 PM *	EO		REG	1	8.00	9.98
						OT	1	1.98	
2/10/2008 SUN	7:30 AM*	LI	5:29 PM *	EO		OT	1	5.00	5.00
2/11/2008 MON	6:30 AM*	LI	11:30 AM *	EO		REG	1	8.00	9.92
						OT	1	1.92	

Period: From 1/ 1/2008 To 12/31/2008

Time Card Report

1/17/2013 2:36 PM

2/11/2008 MON	7:40 AM*	LI	5:35 PM *	EO			
2/12/2008 TUE					REG	1	8.00 10.35
					OT	1	2.35
2/13/2008 WED	7:39 AM*	LI	6:00 PM *	EO			
					REG	1	8.00 10.42
					OT	1	2.42
2/14/2008 THU	7:35 AM*	LI	6:00 PM *	EO			
					REG	1	8.00 9.95
					OT	1	1.95
2/15/2008 FRI	7:38 AM*	LI	5:35 PM *	EO			
					REG	1	8.00 9.83
					OT	1	1.83
2/17/2008 SUN	7:40 AM*	LI	5:30 PM *	EO			
					OT	1	5.00 5.00
2/18/2008 MON	6:45 AM*	LI	11:45 AM *	EO			
					REG	1	8.00 8.33
					OT	1	0.33
2/19/2008 TUE	7:40 AM*	LI	4:00 PM *	EO			
					REG	1	8.00 9.92
					OT	1	1.92
2/20/2008 WED	7:35 AM*	LI	5:30 PM *	EO			
					REG	1	8.00 10.03
					OT	1	2.03
2/21/2008 THU	7:38 AM*	LI	5:40 PM *	EO			
					REG	1	8.00 9.92
					OT	1	1.92
2/22/2008 FRI	7:35 AM*	LI	5:30 PM *	EO			
					REG	1	8.00 9.92
					OT	1	1.92
2/24/2008 SUN	7:35 AM*	LI	5:30 PM *	EO			
					OT	1	5.00 5.00
2/25/2008 MON	7:30 AM*	LI	12:30 PM *	EO			
					REG	1	8.00 9.82
					OT	1	1.82
2/26/2008 TUE	7:40 AM*	LI	5:29 PM *	EO			
					REG	1	8.00 9.88
					OT	1	1.88
2/27/2008 WED	7:35 AM*	LI	5:28 PM *	EO			
					REG	1	8.00 9.87
					OT	1	1.87
2/28/2008 THU	7:38 AM*	LI	5:30 PM *	EO			
					REG	1	8.00 9.87
					OT	1	1.87
2/29/2008 FRI	7:36 AM*	LI	5:28 PM *	EO			
					REG	1	8.00 9.85
					OT	1	1.85
3/ 2/2008 SUN	7:39 AM*	LI	5:30 PM *	EO			
					OT	1	5.33 5.33
3/ 3/2008 MON	7:00 AM*	LI	12:20 PM *	EO			
					REG	1	8.00 10.42
					OT	1	2.42
3/ 4/2008 TUE	7:35 AM*	LI	6:00 PM *	EO			
					REG	1	8.00 10.12
					OT	1	2.12

Period: From 1/1/2008 To 12/31/2008

Time Card Report

1/17/2013 2:36 PM

3/4/2008 TUE	7:38 AM*	LI	5:45 PM *	EO			
3/5/2008 WED					REG	1	8.00 10.35
					OT	1	2.35
	7:39 AM*	LI	6:00 PM *	EO			
3/6/2008 THU					REG	1	8.00 10.00
					OT	1	2.00
	7:45 AM*	LI	5:45 PM *	EO			
3/7/2008 FRI					REG	1	8.00 9.58
					OT	1	1.58
	7:50 AM*	LI	5:25 PM *	EO			
3/9/2008 SUN					OT	1	5.00 5.00
	7:00 AM*	LI	12:00 PM *	EO			
3/10/2008 MON					REG	1	8.00 10.33
					OT	1	2.33
	7:40 AM*	LI	6:00 PM *	EO			
3/11/2008 TUE					REG	1	8.00 10.17
					OT	1	2.17
	7:35 AM*	LI	5:45 PM *	EO			
3/12/2008 WED					REG	1	8.00 10.03
					OT	1	2.03
	7:38 AM*	LI	5:40 PM *	EO			
3/13/2008 THU					REG	1	8.00 9.85
					OT	1	1.85
	7:39 AM*	LI	5:30 PM *	EO			
3/14/2008 FRI					REG	1	8.00 9.67
					OT	1	1.67
	7:45 AM*	LI	5:25 PM *	EO			
3/16/2008 SUN					OT	1	5.00 5.00
	7:00 AM*	LI	12:00 PM *	EO			
3/17/2008 MON					REG	1	8.00 9.83
					OT	1	1.83
	7:40 AM*	LI	5:30 PM *	EO			
3/18/2008 TUE					REG	1	8.00 9.88
					OT	1	1.88
	7:42 AM*	LI	5:35 PM *	EO			
3/19/2008 WED					REG	1	8.00 9.88
					OT	1	1.88
	7:45 AM*	LI	5:38 PM *	EO			
3/20/2008 THU					REG	1	8.00 10.00
					OT	1	2.00
	7:35 AM*	LI	5:35 PM *	EO			
3/21/2008 FRI					REG	1	8.00 8.00
	8:00 AM*	LI	4:00 PM *	EO			
3/23/2008 SUN					OT	1	5.00 5.00
	7:00 AM*	LI	12:00 PM *	EO			
3/24/2008 MON					REG	1	8.00 9.75
					OT	1	1.75
	7:40 AM*	LI	5:25 PM *	EO			
3/25/2008 TUE					REG	1	8.00 9.87
					OT	1	1.87
	7:38 AM*	LI	5:30 PM *	EO			
3/26/2008 WED					REG	1	8.00 10.75
					OT	1	2.75

Period: From 1/ 1/2008 To 12/31/2008

Time Card Report

1/17/2013 2:36 PM

3/26/2008 WED	7:40 AM*	LI	6:25 PM *	EO			
3/27/2008 THU					REG	1	8.00 9.83
					OT	1	1.83
	7:35 AM*	LI	5:25 PM *	EO			
3/28/2008 FRI					REG	1	8.00 9.90
					OT	1	1.90
	7:36 AM*	LI	5:30 PM *	EO			
3/30/2008 SUN					OT	1	5.00 5.00
	6:30 AM*	LI	11:30 AM *	EO			
3/31/2008 MON					REG	1	8.00 9.75
					OT	1	1.75
	7:40 AM*	LI	5:25 PM *	EO			
4/ 1/2008 TUE					REG	1	8.00 9.83
					OT	1	1.83
	7:38 AM*	LI	5:28 PM *	EO			
4/ 2/2008 WED					REG	1	8.00 9.85
					OT	1	1.85
	7:39 AM*	LI	5:30 PM *	EO			
4/ 3/2008 THU					REG	1	8.00 10.00
					OT	1	2.00
	7:35 AM*	LI	5:35 PM *	EO			
4/ 4/2008 FRI					REG	1	8.00 9.97
					OT	1	1.97
	7:40 AM*	LI	5:38 PM *	EO			
4/ 6/2008 SUN					OT	1	5.00 5.00
	7:30 AM*	LI	12:30 PM *	EO			
4/ 7/2008 MON					REG	1	8.00 9.95
					OT	1	1.95
	7:38 AM*	LI	5:35 PM *	EO			
4/ 8/2008 TUE					REG	1	8.00 9.75
					OT	1	1.75
	7:40 AM*	LI	5:25 PM *	EO			
4/ 9/2008 WED					REG	1	8.00 9.83
					OT	1	1.83
	7:39 AM*	LI	5:29 PM *	EO			
4/10/2008 THU					REG	1	8.00 9.92
					OT	1	1.92
	7:40 AM*	LI	5:35 PM *	EO			
4/11/2008 FRI					REG	1	8.00 9.85
					OT	1	1.85
	7:38 AM*	LI	5:29 PM *	EO			
4/13/2008 SUN					OT	1	5.50 5.50
	7:00 AM*	LI	12:30 PM *	EO			
4/14/2008 MON					REG	1	8.00 9.92
					OT	1	1.92
	7:40 AM*	LI	5:35 PM *	EO			
4/15/2008 TUE					REG	1	8.00 10.05
					OT	1	2.05
	7:35 AM*	LI	5:38 PM *	EO			
4/16/2008 WED					REG	1	8.00 10.07
					OT	1	2.07
	7:36 AM*	LI	5:40 PM *	EO			
4/17/2008 THU					REG	1	8.00 9.95
					OT	1	1.95

Period: From 1/ 1/2008 To 12/31/2008

Time Card Report

1/17/2013 2:36 PM

4/17/2008 THU	7:38 AM*	LI	5:35 PM *	EO				
4/18/2008 FRI					REG	1	8.00	10.02
					OT	1	2.02	
	7:37 AM*	LI	5:38 PM *	EO				
4/20/2008 SUN					OT	1	5.50	5.50
	7:00 AM*	LI	12:30 PM *	EO				
4/21/2008 MON					REG	1	8.00	9.75
					OT	1	1.75	
	7:40 AM*	LI	5:25 PM *	EO				
4/22/2008 TUE					REG	1	8.00	9.88
					OT	1	1.88	
	7:35 AM*	LI	5:28 PM *	EO				
4/23/2008 WED					REG	1	8.00	9.87
					OT	1	1.87	
	7:38 AM*	LI	5:30 PM *	EO				
4/24/2008 THU					REG	1	8.00	9.83
					OT	1	1.83	
	7:35 AM*	LI	5:25 PM *	EO				
4/25/2008 FRI					REG	1	8.00	9.97
					OT	1	1.97	
	7:30 AM*	LI	5:28 PM *	EO				
4/27/2008 SUN					OT	1	5.50	5.50
	7:00 AM*	LI	12:30 PM *	EO				
4/28/2008 MON					REG	1	8.00	9.75
					OT	1	1.75	
	7:40 AM*	LI	5:25 PM *	EO				
4/29/2008 TUE					REG	1	8.00	9.87
					OT	1	1.87	
	7:38 AM*	LI	5:30 PM *	EO				
4/30/2008 WED					REG	1	8.00	9.82
					OT	1	1.82	
	7:39 AM*	LI	5:28 PM *	EO				
5/ 1/2008 THU					REG	1	8.00	9.92
					OT	1	1.92	
	7:35 AM*	LI	5:30 PM *	EO				
5/ 2/2008 FRI					REG	1	8.00	9.82
					OT	1	1.82	
	7:36 AM*	LI	5:25 PM *	EO				
5/ 4/2008 SUN					OT	1	6.00	6.00
	6:30 AM*	LI	12:30 PM *	EO				
5/ 5/2008 MON					REG	1	8.00	9.83
					OT	1	1.83	
	7:35 AM*	LI	5:25 PM *	EO				
5/ 6/2008 TUE					REG	1	8.00	9.87
					OT	1	1.87	
	7:36 AM*	LI	5:28 PM *	EO				
5/ 7/2008 WED					REG	1	8.00	10.00
					OT	1	2.00	
	7:30 AM*	LI	5:30 PM *	EO				
5/ 8/2008 THU					REG	1	8.00	10.05
					OT	1	2.05	
	7:32 AM*	LI	5:35 PM *	EO				
5/ 9/2008 FRI					REG	1	8.00	10.05
					OT	1	2.05	

Period: From 1/1/2008 To 12/31/2008

Time Card Report

1/17/2013 2:36 PM

5/9/2008 FRI	7:35 AM*	LI	5:38 PM *	EO				
5/11/2008 SUN					OT	1	5.25	5.25
5/12/2008 MON	6:45 AM*	LI	12:00 PM *	EO				
					REG	1	8.00	9.92
					OT	1	1.92	
5/13/2008 TUE	7:40 AM*	LI	5:35 PM *	EO				
					REG	1	8.00	10.00
					OT	1	2.00	
5/14/2008 WED	7:35 AM*	LI	5:35 PM *	EO				
					REG	1	8.00	10.08
					OT	1	2.08	
5/15/2008 THU	7:25 AM*	LI	5:30 PM *	EO				
					REG	1	8.00	10.13
					OT	1	2.13	
5/16/2008 FRI	7:30 AM*	LI	5:38 PM *	EO				
					REG	1	8.00	10.58
					OT	1	2.58	
5/18/2008 SUN	7:25 AM*	LI	6:00 PM *	EO				
					OT	1	5.50	5.50
5/19/2008 MON	7:00 AM*	LI	12:30 PM *	EO				
					REG	1	8.00	9.83
					OT	1	1.83	
5/20/2008 TUE	7:40 AM*	LI	5:30 PM *	EO				
					REG	1	8.00	9.95
					OT	1	1.95	
5/21/2008 WED	7:38 AM*	LI	5:35 PM *	EO				
					REG	1	8.00	10.05
					OT	1	2.05	
5/22/2008 THU	7:35 AM*	LI	5:38 PM *	EO				
					REG	1	8.00	10.03
					OT	1	2.03	
5/23/2008 FRI	7:36 AM*	LI	5:38 PM *	EO				
					REG	1	8.00	10.02
					OT	1	2.02	
5/25/2008 SUN	7:38 AM*	LI	5:39 PM *	EO				
					OT	1	5.50	5.50
5/26/2008 MON	6:00 AM*	LI	11:30 AM *	EO				
					REG	1	8.00	9.83
					OT	1	1.83	
5/27/2008 TUE	7:35 AM*	LI	5:25 PM *	EO				
					REG	1	8.00	9.85
					OT	1	1.85	
5/28/2008 WED	7:38 AM*	LI	5:29 PM *	EO				
					REG	1	8.00	9.90
					OT	1	1.90	
5/29/2008 THU	7:36 AM*	LI	5:30 PM *	EO				
					REG	1	8.00	9.90
					OT	1	1.90	
5/30/2008 FRI	7:35 AM*	LI	5:29 PM *	EO				
					REG	1	8.00	10.00
					OT	1	2.00	
6/1/2008 SUN	7:30 AM*	LI	5:30 PM *	EO				
					OT	1	5.50	5.50

Period: From 1/ 1/2008 To 12/31/2008

Time Card Report

1/17/2013 2:36 PM

6/ 1/2008 SUN	7:00 AM*	LI	12:30 PM *	EO			
6/ 2/2008 MON					REG	1	8.00 9.75
					OT	1	1.75
6/ 3/2008 TUE	7:40 AM*	LI	5:25 PM *	EO			
					REG	1	8.00 9.87
					OT	1	1.87
6/ 4/2008 WED	7:38 AM*	LI	5:30 PM *	EO			
					REG	1	8.00 9.92
					OT	1	1.92
6/ 5/2008 THU	7:35 AM*	LI	5:30 PM *	EO			
					REG	1	8.00 9.98
					OT	1	1.98
6/ 6/2008 FRI	7:36 AM*	LI	5:35 PM *	EO			
					REG	1	8.00 9.83
					OT	1	1.83
6/ 8/2008 SUN	7:40 AM*	LI	5:30 PM *	EO			
					OT	1	5.50 5.50
6/ 9/2008 MON	7:00 AM*	LI	12:30 PM *	EO			
					REG	1	8.00 9.92
					OT	1	1.92
6/10/2008 TUE	7:35 AM*	LI	5:30 PM *	EO			
					REG	1	8.00 9.85
					OT	1	1.85
6/11/2008 WED	7:38 AM*	LI	5:29 PM *	EO			
					REG	1	8.00 9.98
					OT	1	1.98
6/12/2008 THU	7:36 AM*	LI	5:35 PM *	EO			
					REG	1	8.00 9.82
					OT	1	1.82
6/13/2008 FRI	7:40 AM*	LI	5:29 PM *	EO			
					REG	1	8.00 9.85
					OT	1	1.85
6/15/2008 SUN	7:39 AM*	LI	5:30 PM *	EO			
					OT	1	5.50 5.50
6/16/2008 MON	7:00 AM*	LI	12:30 PM *	EO			
					REG	1	8.00 9.75
					OT	1	1.75
6/17/2008 TUE	7:40 AM*	LI	5:25 PM *	EO			
					REG	1	8.00 9.83
					OT	1	1.83
6/18/2008 WED	7:38 AM*	LI	5:28 PM *	EO			
					REG	1	8.00 9.68
					OT	1	1.68
6/19/2008 THU	7:45 AM*	LI	5:26 PM *	EO			
					REG	1	8.00 9.85
					OT	1	1.85
6/20/2008 FRI	7:39 AM*	LI	5:30 PM *	EO			
					REG	1	8.00 9.90
					OT	1	1.90
6/22/2008 SUN	7:35 AM*	LI	5:29 PM *	EO			
					OT	1	5.50 5.50
6/23/2008 MON	7:00 AM*	LI	12:30 PM *	EO			
					REG	1	8.00 9.75
					OT	1	1.75

Period: From 1/ 1/2008 To 12/31/2008

Time Card Report

1/17/2013 2:36 PM

6/23/2008 MON	7:40 AM*	LI	5:25 PM *	EO			
6/24/2008 TUE					REG	1	8.00 9.72
					OT	1	1.72
6/25/2008 WED	7:45 AM*	LI	5:28 PM *	EO			
					REG	1	8.00 9.87
					OT	1	1.87
6/26/2008 THU	7:38 AM*	LI	5:30 PM *	EO			
					REG	1	8.00 9.92
					OT	1	1.92
6/27/2008 FRI	7:35 AM*	LI	5:30 PM *	EO			
					REG	1	8.00 9.83
					OT	1	1.83
6/29/2008 SUN	7:40 AM*	LI	5:30 PM *	EO			
					OT	1	5.50 5.50
6/30/2008 MON	7:00 AM*	LI	12:30 PM *	EO			
					REG	1	8.00 9.83
					OT	1	1.83
7/ 1/2008 TUE	7:40 AM*	LI	5:30 PM *	EO			
					REG	1	8.00 9.95
					OT	1	1.95
7/ 2/2008 WED	7:38 AM*	LI	5:35 PM *	EO			
					REG	1	8.00 9.85
					OT	1	1.85
7/ 3/2008 THU	7:45 AM*	LI	5:36 PM *	EO			
					REG	1	8.00 11.33
					OT	1	3.33
7/ 4/2008 FRI	7:40 AM*	LI	7:00 PM *	EO			
					REG	1	8.00 8.00
7/ 6/2008 SUN	8:00 AM*	LI	4:00 PM *	EO			
					OT	1	5.50 5.50
7/ 7/2008 MON	7:00 AM*	LI	12:30 PM *	EO			
					REG	1	8.00 9.75
					OT	1	1.75
7/ 8/2008 TUE	7:40 AM*	LI	5:25 PM *	EO			
					REG	1	8.00 9.83
					OT	1	1.83
7/ 9/2008 WED	7:38 AM*	LI	5:28 PM *	EO			
					REG	1	8.00 9.90
					OT	1	1.90
7/10/2008 THU	7:36 AM*	LI	5:30 PM *	EO			
					REG	1	8.00 9.93
					OT	1	1.93
7/11/2008 FRI	7:39 AM*	LI	5:35 PM *	EO			
					REG	1	8.00 10.33
					OT	1	2.33
7/13/2008 SUN	7:40 AM*	LI	6:00 PM *	EO			
					OT	1	5.50 5.50
7/14/2008 MON	7:00 AM*	LI	12:30 PM *	EO			
					REG	1	8.00 9.75
					OT	1	1.75
7/15/2008 TUE	7:40 AM*	LI	5:25 PM *	EO			
					REG	1	8.00 9.92
					OT	1	1.92

Period: From 1/1/2008 To 12/31/2008

Time Card Report

1/17/2013 2:36 PM

7/15/2008 TUE	7:35 AM*	LI	5:30 PM *	EO				
7/16/2008 WED					REG	1	8.00	9.98
					OT	1	1.98	
	7:39 AM*	LI	5:38 PM *	EO				
7/17/2008 THU					REG	1	8.00	9.75
					OT	1	1.75	
	7:40 AM*	LI	5:25 PM *	EO				
7/18/2008 FRI					REG	1	8.00	9.75
					OT	1	1.75	
	7:45 AM*	LI	5:30 PM *	EO				
7/20/2008 SUN					OT	1	4.50	4.50
	8:00 AM*	LI	12:30 PM *	EO				
7/21/2008 MON					REG	1	8.00	9.83
					OT	1	1.83	
	7:35 AM*	LI	5:25 PM *	EO				
7/22/2008 TUE					REG	1	8.00	9.90
					OT	1	1.90	
	7:38 AM*	LI	5:32 PM *	EO				
7/23/2008 WED					REG	1	8.00	9.82
					OT	1	1.82	
	7:40 AM*	LI	5:29 PM *	EO				
7/24/2008 THU					REG	1	8.00	9.82
					OT	1	1.82	
	7:36 AM*	LI	5:25 PM *	EO				
7/25/2008 FRI					REG	1	8.00	9.83
					OT	1	1.83	
	7:39 AM*	LI	5:29 PM *	EO				
7/27/2008 SUN					OT	1	6.00	6.00
	6:00 AM*	LI	12:00 PM *	EO				
7/28/2008 MON					REG	1	8.00	9.80
					OT	1	1.80	
	7:40 AM*	LI	5:28 PM *	EO				
7/29/2008 TUE					REG	1	8.00	9.87
					OT	1	1.87	
	7:38 AM*	LI	5:30 PM *	EO				
7/30/2008 WED					REG	1	8.00	10.22
					OT	1	2.22	
	7:35 AM*	LI	5:48 PM *	EO				
7/31/2008 THU					REG	1	8.00	10.15
					OT	1	2.15	
	7:36 AM*	LI	5:45 PM *	EO				
8/1/2008 FRI					REG	1	8.00	9.92
					OT	1	1.92	
	7:40 AM*	LI	5:35 PM *	EO				
8/3/2008 SUN					OT	1	5.00	5.00
	7:00 AM*	LI	12:00 PM *	EO				
8/4/2008 MON					REG	1	8.00	10.00
					OT	1	2.00	
	7:30 AM*	LI	5:30 PM *	EO				
8/5/2008 TUE					REG	1	8.00	10.08
					OT	1	2.08	
	7:30 AM*	LI	5:35 PM *	EO				
8/11/2008 MON					REG	1	8.00	9.83
					OT	1	1.83	

Period: From 1/ 1/2008 To 12/31/2008

Time Card Report

1/17/2013 2:36 PM

8/11/2008 MON	7:35 AM*	LI	5:25 PM *	EO				
8/12/2008 TUE					REG	1	8.00	9.90
					OT	1	1.90	
8/13/2008 WED	7:36 AM*	LI	5:30 PM *	EO				
					REG	1	8.00	10.05
					OT	1	2.05	
8/14/2008 THU	7:35 AM*	LI	5:38 PM *	EO				
					REG	1	8.00	9.95
					OT	1	1.95	
8/15/2008 FRI	7:38 AM*	LI	5:35 PM *	EO				
					REG	1	8.00	10.05
					OT	1	2.05	
8/17/2008 SUN	7:36 AM*	LI	5:39 PM *	EO				
					OT	1	5.50	5.50
8/18/2008 MON	7:00 AM*	LI	12:30 PM *	EO				
					REG	1	8.00	9.75
					OT	1	1.75	
8/19/2008 TUE	7:40 AM*	LI	5:25 PM *	EO				
					REG	1	8.00	9.73
					OT	1	1.73	
8/20/2008 WED	7:45 AM*	LI	5:29 PM *	EO				
					REG	1	8.00	9.87
					OT	1	1.87	
8/21/2008 THU	7:38 AM*	LI	5:30 PM *	EO				
					REG	1	8.00	9.83
					OT	1	1.83	
8/22/2008 FRI	7:39 AM*	LI	5:29 PM *	EO				
					REG	1	8.00	9.83
					OT	1	1.83	
8/24/2008 SUN	7:40 AM*	LI	5:30 PM *	EO				
					OT	1	5.50	5.50
8/25/2008 MON	7:00 AM*	LI	12:30 PM *	EO				
					REG	1	8.00	9.75
					OT	1	1.75	
8/26/2008 TUE	7:40 AM*	LI	5:25 PM *	EO				
					REG	1	8.00	9.92
					OT	1	1.92	
8/27/2008 WED	7:35 AM*	LI	5:30 PM *	EO				
					REG	1	8.00	9.85
					OT	1	1.85	
8/28/2008 THU	7:38 AM*	LI	5:29 PM *	EO				
					REG	1	8.00	9.90
					OT	1	1.90	
8/29/2008 FRI	7:41 AM*	LI	5:35 PM *	EO				
					REG	1	8.00	9.85
					OT	1	1.85	
8/31/2008 SUN	7:39 AM*	LI	5:30 PM *	EO				
					OT	1	5.00	5.00
9/ 1/2008 MON	7:30 AM*	LI	12:30 PM *	EO				
					REG	1	7.50	7.50
9/ 2/2008 TUE	7:30 AM*	LI	3:00 PM *	EO				
					REG	1	8.00	10.08
					OT	1	2.08	

Period: From 1/1/2008 To 12/31/2008

Time Card Report

1/17/2013 2:36 PM

9/ 2/2008 TUE	7:25 AM*	LI	5:30 PM *	EO			
9/ 3/2008 WED					REG	1	8.00 10.13
					OT	1	2.13
9/ 4/2008 THU	7:30 AM*	LI	5:38 PM *	EO			
					REG	1	8.00 10.12
					OT	1	2.12
9/ 5/2008 FRI	7:32 AM*	LI	5:39 PM *	EO			
					REG	1	8.00 10.08
					OT	1	2.08
9/ 7/2008 SUN	7:30 AM*	LI	5:35 PM *	EO			
					REG	1	0.50 5.50
					OT	1	5.00
9/ 8/2008 MON	7:00 AM*	LI	12:30 PM *	EO			
					REG	1	8.00 9.83
					OT	1	1.83
9/ 9/2008 TUE	7:35 AM*	LI	5:25 PM *	EO			
					REG	1	8.00 9.90
					OT	1	1.90
9/10/2008 WED	7:36 AM*	LI	5:30 PM *	EO			
					REG	1	8.00 10.00
					OT	1	2.00
9/11/2008 THU	7:38 AM*	LI	5:38 PM *	EO			
					REG	1	8.00 10.00
					OT	1	2.00
9/12/2008 FRI	7:39 AM*	LI	5:39 PM *	EO			
					REG	1	8.00 9.97
					OT	1	1.97
9/14/2008 SUN	7:37 AM*	LI	5:35 PM *	EO			
					OT	1	5.00 5.00
9/15/2008 MON	7:30 AM*	LI	12:30 PM *	EO			
					REG	1	8.00 9.88
					OT	1	1.88
9/16/2008 TUE	7:35 AM*	LI	5:28 PM *	EO			
					REG	1	8.00 9.90
					OT	1	1.90
9/17/2008 WED	7:36 AM*	LI	5:30 PM *	EO			
					REG	1	8.00 9.95
					OT	1	1.95
9/18/2008 THU	7:38 AM*	LI	5:35 PM *	EO			
					REG	1	8.00 10.00
					OT	1	2.00
9/19/2008 FRI	7:36 AM*	LI	5:36 PM *	EO			
					REG	1	8.00 10.05
					OT	1	2.05
9/21/2008 SUN	7:35 AM*	LI	5:38 PM *	EO			
					OT	1	5.50 5.50
9/22/2008 MON	7:00 AM*	LI	12:30 PM *	EO			
					REG	1	8.00 9.83
					OT	1	1.83
9/23/2008 TUE	7:35 AM*	LI	5:25 PM *	EO			
					REG	1	8.00 9.90
					OT	1	1.90
	7:36 AM*	LI	5:30 PM *	EO			

Period: From 1/1/2008 To 12/31/2008

Time Card Report

1/17/2013 2:36 PM

Date	Day	Start	End	REG	OT	Total
9/24/2008	WED			1	1.95	9.95
9/25/2008	THU	7:38 AM*	5:35 PM *	1	2.08	10.08
9/26/2008	FRI	7:35 AM*	5:40 PM *	1	2.05	10.05
9/28/2008	SUN	7:36 AM*	5:39 PM *		5.50	5.50
9/29/2008	MON	7:00 AM*	12:30 PM *	1	2.92	10.92
9/30/2008	TUE	7:35 AM*	6:30 PM *	1	2.15	10.15
10/1/2008	WED	7:36 AM*	5:45 PM *	1	1.87	9.87
10/2/2008	THU	7:38 AM*	5:30 PM *	1	1.83	9.83
10/3/2008	FRI	7:35 AM*	5:25 PM *	1	1.85	9.85
10/5/2008	SUN	7:39 AM*	5:30 PM *		5.50	5.50
10/6/2008	MON	7:00 AM*	12:30 PM *	1	1.83	9.83
10/7/2008	TUE	7:35 AM*	5:25 PM *	1	1.87	9.87
10/8/2008	WED	7:38 AM*	5:30 PM *	1	2.05	10.05
10/9/2008	THU	7:32 AM*	5:35 PM *	1	2.05	10.05
10/10/2008	FRI	7:36 AM*	5:39 PM *	1	2.05	10.05
10/12/2008	SUN	7:37 AM*	5:40 PM *		5.50	5.50
10/13/2008	MON	7:00 AM*	12:30 PM *	1	0.42	8.42
10/14/2008	TUE	7:35 AM*	4:00 PM *	1	2.40	10.40
10/15/2008	WED	7:36 AM*	6:00 PM *	1	2.43	10.43

Period: From 1/ 1/2008 To 12/31/2008

Time Card Report

1/17/2013 2:36 PM

10/15/2008	WED	7:34 AM*	LI	6:00 PM *	EO			
10/17/2008	FRI					REG	1	8.00 11.00
						OT	1	3.00
		7:30 AM*	LI	6:30 PM *	EO			
10/19/2008	SUN					REG	1	5.50 5.50
		7:00 AM*	LI	12:30 PM *	EO			
10/20/2008	MON					REG	1	8.00 9.82
						OT	1	1.82
		7:36 AM*	LI	5:25 PM *	EO			
10/21/2008	TUE					REG	1	8.00 9.88
						OT	1	1.88
		7:35 AM*	LI	5:28 PM *	EO			
10/22/2008	WED					REG	1	8.00 9.90
						OT	1	1.90
		7:36 AM*	LI	5:30 PM *	EO			
10/23/2008	THU					REG	1	8.00 9.85
						OT	1	1.85
		7:38 AM*	LI	5:29 PM *	EO			
10/24/2008	FRI					REG	1	8.00 9.85
						OT	1	1.85
		7:39 AM*	LI	5:30 PM *	EO			
10/26/2008	SUN					OT	1	5.50 5.50
		7:00 AM*	LI	12:30 PM *	EO			
10/27/2008	MON					REG	1	8.00 9.92
						OT	1	1.92
		7:35 AM*	LI	5:30 PM *	EO			
10/28/2008	TUE					REG	1	8.00 10.40
						OT	1	2.40
		7:36 AM*	LI	6:00 PM *	EO			
10/29/2008	WED					REG	1	8.00 9.85
						OT	1	1.85
		7:34 AM*	LI	5:25 PM *	EO			
10/30/2008	THU					REG	1	8.00 9.83
						OT	1	1.83
		7:39 AM*	LI	5:29 PM *	EO			
10/31/2008	FRI					REG	1	8.00 9.87
						OT	1	1.87
		7:38 AM*	LI	5:30 PM *	EO			
11/ 2/2008	SUN					OT	1	5.50 5.50
		7:00 AM*	LI	12:30 PM *	EO			
11/ 3/2008	MON					REG	1	8.00 9.92
						OT	1	1.92
		7:35 AM*	LI	5:30 PM *	EO			
11/ 4/2008	TUE					REG	1	8.00 9.95
						OT	1	1.95
		7:32 AM*	LI	5:29 PM *	EO			
11/ 5/2008	WED					REG	1	8.00 10.02
						OT	1	2.02
		7:34 AM*	LI	5:35 PM *	EO			
11/ 6/2008	THU					REG	1	8.00 10.00
						OT	1	2.00
		7:36 AM*	LI	5:36 PM *	EO			
11/ 7/2008	FRI					REG	1	8.00 10.37
						OT	1	2.37

Period: From 1/1/2008 To 12/31/2008

Time Card Report

1/17/2013 2:36 PM

11/7/2008	FRI	7:38 AM*	LI	6:00 PM *	EO			
11/9/2008	SUN					OT	1	5.50 5.50
11/10/2008	MON	7:00 AM*	LI	12:30 PM *	EO			
11/11/2008	TUE	7:40 AM*	LI	5:28 PM *	EO	REG	1	8.00 9.87
						OT	1	1.80
11/12/2008	WED	7:38 AM*	LI	5:30 PM *	EO	REG	1	8.00 10.42
						OT	1	2.42
11/13/2008	THU	7:35 AM*	LI	6:00 PM *	EO	REG	1	8.00 10.15
						OT	1	2.15
11/14/2008	FRI	7:36 AM*	LI	5:45 PM *	EO	REG	1	8.00 10.13
						OT	1	2.13
11/16/2008	SUN	7:37 AM*	LI	5:45 PM *	EO			
11/17/2008	MON	7:00 AM*	LI	12:30 PM *	EO	OT	1	5.50 5.50
11/18/2008	TUE	7:40 AM*	LI	5:29 PM *	EO	REG	1	8.00 9.82
						OT	1	1.82
11/19/2008	WED	7:35 AM*	LI	5:30 PM *	EO	REG	1	8.00 9.92
						OT	1	1.92
11/20/2008	THU	7:36 AM*	LI	6:00 PM *	EO	REG	1	8.00 10.40
						OT	1	2.40
11/21/2008	FRI	7:38 AM*	LI	6:30 PM *	EO	REG	1	8.00 10.87
						OT	1	2.87
11/23/2008	SUN	7:36 AM*	LI	5:40 PM *	EO			
11/24/2008	MON	7:00 AM*	LI	12:30 PM *	EO	OT	1	5.50 5.50
11/25/2008	TUE	7:40 AM*	LI	6:30 PM *	EO	REG	1	8.00 10.83
						OT	1	2.83
11/26/2008	WED	7:40 AM*	LI	5:30 PM *	EO	REG	1	8.00 10.92
						OT	1	2.92
11/27/2008	THU	7:35 AM*	LI	6:30 PM *	EO	REG	1	8.00 9.83
						OT	1	1.83
11/27/2008	THU	7:40 AM*	LI	5:30 PM *	EO	REG	1	8.00 8.00
11/28/2008	FRI	8:00 AM*	LI	4:00 PM *	EO	REG	1	8.00 8.00
11/30/2008	SUN	8:00 AM*	LI	4:00 PM *	EO			
12/1/2008	MON	7:00 AM*	LI	12:30 PM *	EO	OT	1	5.50 5.50
						REG	1	8.00 10.83
						OT	1	2.83

Period: From 1/ 1/2008 To 12/31/2008

Time Card Report

1/17/2013 2:36 PM

12/ 1/2008	MON	7:40 AM*	LI	6:30 PM *	EO			
12/ 2/2008	TUE					REG	1	8.00 10.78
						OT	1	2.78
12/ 3/2008	WED	7:38 AM*	LI	6:25 PM *	EO			
						REG	1	8.00 10.83
						OT	1	2.83
12/ 4/2008	THU	7:35 AM*	LI	6:25 PM *	EO			
						REG	1	8.00 10.25
						OT	1	2.25
12/ 5/2008	FRI	7:45 AM*	LI	6:00 PM *	EO			
						REG	1	8.00 9.58
						OT	1	1.58
12/ 7/2008	SUN	8:00 AM*	LI	5:35 PM *	EO			
						OT	1	5.50 5.50
12/ 8/2008	MON	7:00 AM*	LI	12:30 PM *	EO			
						REG	1	8.00 10.33
						OT	1	2.33
12/ 9/2008	TUE	7:40 AM*	LI	6:00 PM *	EO			
						REG	1	8.00 10.87
						OT	1	2.87
12/10/2008	WED	7:38 AM*	LI	6:30 PM *	EO			
						REG	1	8.00 10.42
						OT	1	2.42
12/11/2008	THU	7:35 AM*	LI	6:00 PM *	EO			
						REG	1	8.00 10.80
						OT	1	2.80
12/12/2008	FRI	7:42 AM*	LI	6:30 PM *	EO			
						REG	1	8.00 9.83
						OT	1	1.83
12/14/2008	SUN	7:45 AM*	LI	5:35 PM *	EO			
						OT	1	5.00 5.00
12/15/2008	MON	7:00 AM*	LI	12:00 PM *	EO			
						REG	1	8.00 10.00
						OT	1	2.00
12/16/2008	TUE	7:40 AM*	LI	5:40 PM *	EO			
						REG	1	8.00 9.87
						OT	1	1.87
12/17/2008	WED	7:38 AM*	LI	5:30 PM *	EO			
						REG	1	8.00 10.08
						OT	1	2.08
12/18/2008	THU	7:40 AM*	LI	5:45 PM *	EO			
						REG	1	8.00 9.95
						OT	1	1.95
12/19/2008	FRI	7:39 AM*	LI	5:36 PM *	EO			
						REG	1	8.00 11.33
						OT	1	3.33
12/21/2008	SUN	7:40 AM*	LI	7:00 PM *	EO			
						OT	1	5.50 5.50
12/22/2008	MON	7:00 AM*	LI	12:30 PM *	EO			
						REG	1	8.00 11.00
						OT	1	3.00
12/23/2008	TUE	7:40 AM*	LI	6:40 PM *	EO			
						REG	1	8.00 10.25
						OT	1	2.25

Period: From 1/ 1/2008 To 12/31/2008

Time Card Report

1/17/2013 2:36 PM

12/23/2008	TUE	7:45 AM*	LI	6:00 PM *	EO			
12/24/2008	WED						REG	1 8.00 9.67
							OT	1 1.67
12/25/2008	THU	7:50 AM*	LI	5:30 PM *	EO		REG	1 8.00 8.00
12/26/2008	FRI	8:00 AM*	LI	4:00 PM *	EO		REG	1 7.00 7.00
12/28/2008	SUN	8:00 AM*	LI	3:00 PM *	EO		REG	1 1.00 5.50
							OT	1 4.50
12/29/2008	MON	7:00 AM*	LI	12:30 PM *	EO		REG	1 8.00 11.92
							OT	1 3.92
12/30/2008	TUE	7:35 AM*	LI	7:30 PM *	EO		REG	1 8.00 10.37
							OT	1 2.37
12/31/2008	WED	7:38 AM*	LI	6:00 PM *	EO		REG	1 8.00 9.33
							OT	1 1.33
		7:40 AM*	LI	5:00 PM *	EO			

Department Total:

OFFICE

OT	REG
761.97	2069.50

Employee Total for

DEP. CHARRIEZ, W

OT	REG
761.97	2069.50

Time Card Report

<i>Employee#:</i>		<i>580314593</i>		<i>DEP. CHARRIEZ, W</i>		<i>Badge ID#:</i>		<i>580314593</i>				
<i>Department#:</i>		<i>14</i>		<i>OFFICE</i>								
<i>Date</i>	<i>Day</i>	<i>IN</i>	<i>Code</i>	<i>OUT</i>	<i>Code</i>	<i>Cost Center</i>	<i>Department</i>	<i>Job Class</i>	<i>Pay Z.</i>	<i>Cost C.</i>	<i>Hours</i>	<i>Total</i>
1/ 1/2007	MON								REG	1	8.00	8.00
		8:00 AM*	LI	4:00 PM *	EO							
1/ 2/2007	TUE								REG	1	8.00	10.70
									OT	1	2.70	
		7:18 AM*	LI	6:00 PM *	EO							
1/ 3/2007	WED								REG	1	8.00	10.17
									OT	1	2.17	
		7:20 AM*	LI	5:30 PM *	EO							
1/ 4/2007	THU								REG	1	8.00	10.08
									OT	1	2.08	
		7:25 AM*	LI	5:30 PM *	EO							
1/ 5/2007	FRI								REG	1	8.00	10.08
									OT	1	2.08	
		7:25 AM*	LI	5:30 PM *	EO							
1/ 7/2007	SUN								OT	1	5.00	5.00
		6:00 AM*	LI	11:00 AM *	EO							
1/ 8/2007	MON								REG	1	8.00	10.50
									OT	1	2.50	
		7:30 AM*	LI	6:00 PM *	EO							
1/ 9/2007	TUE								REG	1	8.00	10.42
									OT	1	2.42	
		7:35 AM*	LI	6:00 PM *	EO							
1/10/2007	WED								REG	1	8.00	9.87
									OT	1	1.87	
		7:38 AM*	LI	5:30 PM *	EO							
1/11/2007	THU								REG	1	8.00	9.88
									OT	1	1.88	
		7:35 AM*	LI	5:28 PM *	EO							
1/12/2007	FRI								REG	1	8.00	10.40
									OT	1	2.40	
		7:36 AM*	LI	6:00 PM *	EO							
1/14/2007	SUN								OT	1	5.00	5.00
		6:00 AM*	LI	11:00 AM *	EO							
1/15/2007	MON								REG	1	8.00	9.92
									OT	1	1.92	
		7:35 AM*	LI	5:30 PM *	EO							
1/16/2007	TUE								REG	1	8.00	9.87
									OT	1	1.87	
		7:38 AM*	LI	5:30 PM *	EO							
1/17/2007	WED								REG	1	8.00	10.42
									OT	1	2.42	
		7:35 AM*	LI	6:00 PM *	EO							
1/18/2007	THU								REG	1	8.00	10.42
									OT	1	2.42	
		7:35 AM*	LI	6:00 PM *	EO							
1/19/2007	FRI								REG	1	8.00	9.87
									OT	1	1.87	

Period: From 1/1/2007 To 12/31/2007

Time Card Report

1/17/2013 2:37 PM

1/19/2007 FRI	7:38 AM*	LI	5:30 PM *	EO			
1/20/2007 SAT					OT	1	6.00 6.00
1/21/2007 SUN	8:00 AM*	LI	2:00 PM *	EO			
1/22/2007 MON	6:00 AM*	LI	12:00 PM *	EO	OT	1	6.00 6.00
					REG	1	8.00 10.67
					OT	1	2.67
1/23/2007 TUE	7:40 AM*	LI	6:20 PM *	EO			
					REG	1	8.00 10.17
					OT	1	2.17
1/24/2007 WED	7:35 AM*	LI	5:45 PM *	EO			
					REG	1	8.00 10.13
					OT	1	2.13
1/25/2007 THU	7:40 AM*	LI	5:48 PM *	EO			
					REG	1	8.00 9.87
					OT	1	1.87
1/26/2007 FRI	7:38 AM*	LI	5:30 PM *	EO			
					REG	1	8.00 9.75
					OT	1	1.75
1/28/2007 SUN	7:45 AM*	LI	5:30 PM *	EO			
1/29/2007 MON	6:00 AM*	LI	11:00 AM *	EO	OT	1	5.00 5.00
1/30/2007 TUE	7:45 AM*	LI	5:25 PM *	EO			
					REG	1	8.00 9.67
					OT	1	1.67
1/31/2007 WED	7:48 AM*	LI	5:28 PM *	EO			
					REG	1	8.00 9.83
					OT	1	1.83
2/1/2007 THU	7:39 AM*	LI	5:29 PM *	EO			
					REG	1	8.00 9.80
					OT	1	1.80
2/2/2007 FRI	7:42 AM*	LI	5:30 PM *	EO			
					REG	1	8.00 9.88
					OT	1	1.88
2/4/2007 SUN	7:35 AM*	LI	5:28 PM *	EO			
2/5/2007 MON	6:00 AM*	LI	11:00 AM *	EO	OT	1	5.00 5.00
2/6/2007 TUE	7:38 AM*	LI	6:30 PM *	EO			
					REG	1	8.00 10.87
					OT	1	2.87
2/7/2007 WED	7:35 AM*	LI	6:30 PM *	EO			
					REG	1	8.00 10.92
					OT	1	2.92
2/8/2007 THU	7:40 AM*	LI	5:30 PM *	EO			
					REG	1	8.00 9.83
					OT	1	1.83
2/9/2007 FRI	7:42 AM*	LI	5:38 PM *	EO			
					REG	1	8.00 9.93
					OT	1	1.93
					REG	1	8.00 9.82
					OT	1	1.82

Period: From 1/ 1/2007 To 12/31/2007

Time Card Report

1/17/2013 2:37 PM

2/ 9/2007 FRI	7:46 AM*	LI	5:35 PM *	EO			
2/11/2007 SUN					OT	1	5.00 5.00
2/12/2007 MON	6:00 AM*	LI	11:00 AM *	EO			
					REG	1	8.00 10.83
					OT	1	2.83
2/13/2007 TUE	7:40 AM*	LI	6:30 PM *	EO			
					REG	1	8.00 10.75
					OT	1	2.75
2/14/2007 WED	7:45 AM*	LI	6:30 PM *	EO			
					REG	1	8.00 9.88
					OT	1	1.88
2/15/2007 THU	7:42 AM*	LI	5:35 PM *	EO			
					REG	1	8.00 9.88
					OT	1	1.88
2/16/2007 FRI	7:45 AM*	LI	5:38 PM *	EO			
					REG	1	8.00 9.83
					OT	1	1.83
2/18/2007 SUN	7:45 AM*	LI	5:35 PM *	EO			
					OT	1	5.00 5.00
2/19/2007 MON	6:00 AM*	LI	11:00 AM *	EO			
					REG	1	8.00 9.83
					OT	1	1.83
2/20/2007 TUE	7:40 AM*	LI	5:30 PM *	EO			
					REG	1	8.00 9.92
					OT	1	1.92
2/21/2007 WED	7:43 AM*	LI	5:38 PM *	EO			
					REG	1	8.00 9.95
					OT	1	1.95
2/22/2007 THU	7:42 AM*	LI	5:39 PM *	EO			
					REG	1	8.00 9.88
					OT	1	1.88
2/23/2007 FRI	7:42 AM*	LI	5:35 PM *	EO			
					REG	1	8.00 9.90
					OT	1	1.90
2/25/2007 SUN	7:45 AM*	LI	5:39 PM *	EO			
					OT	1	5.50 5.50
2/26/2007 MON	6:00 AM*	LI	11:30 AM *	EO			
					REG	1	8.00 9.83
					OT	1	1.83
2/27/2007 TUE	7:35 AM*	LI	5:25 PM *	EO			
					REG	1	8.00 9.83
					OT	1	1.83
2/28/2007 WED	7:38 AM*	LI	5:28 PM *	EO			
					REG	1	8.00 9.85
					OT	1	1.85
3/ 1/2007 THU	7:39 AM*	LI	5:30 PM *	EO			
					REG	1	8.00 9.80
					OT	1	1.80
3/ 2/2007 FRI	7:40 AM*	LI	5:28 PM *	EO			
					REG	1	8.00 9.83
					OT	1	1.83
3/ 5/2007 MON	7:35 AM*	LI	5:25 PM *	EO			
					REG	1	8.00 9.75
					OT	1	1.75

Period: From 1/1/2007 To 12/31/2007

Time Card Report

1/17/2013 2:37 PM

3/5/2007 MON	7:40 AM*	LI	5:25 PM *	EO			
3/6/2007 TUE					REG	1	8.00 9.88
	7:35 AM*	LI	5:28 PM *	EO	OT	1	1.88
3/7/2007 WED					REG	1	8.00 9.87
	7:38 AM*	LI	5:30 PM *	EO	OT	1	1.87
3/8/2007 THU					REG	1	8.00 10.07
	7:35 AM*	LI	5:39 PM *	EO	OT	1	2.07
3/9/2007 FRI					REG	1	8.00 9.75
	7:40 AM*	LI	5:25 PM *	EO	OT	1	1.75
3/11/2007 SUN					OT	1	5.00 5.00
3/12/2007 MON	6:00 AM*	LI	11:00 AM *	EO	REG	1	8.00 9.75
	7:40 AM*	LI	5:25 PM *	EO	OT	1	1.75
3/13/2007 TUE					REG	1	8.00 9.83
	7:38 AM*	LI	5:28 PM *	EO	OT	1	1.83
3/14/2007 WED					REG	1	8.00 9.78
	7:42 AM*	LI	5:29 PM *	EO	OT	1	1.78
3/15/2007 THU					REG	1	8.00 9.67
	7:45 AM*	LI	5:25 PM *	EO	OT	1	1.67
3/16/2007 FRI					REG	1	8.00 9.75
	7:35 AM*	LI	5:20 PM *	EO	OT	1	1.75
3/18/2007 SUN					OT	1	5.50 5.50
3/19/2007 MON	6:00 AM*	LI	11:30 AM *	EO	REG	1	8.00 10.33
	7:40 AM*	LI	6:00 PM *	EO	OT	1	2.33
3/20/2007 TUE					REG	1	8.00 10.25
	7:45 AM*	LI	6:00 PM *	EO	OT	1	2.25
3/21/2007 WED					REG	1	8.00 9.83
	7:40 AM*	LI	5:30 PM *	EO	OT	1	1.83
3/22/2007 THU					REG	1	8.00 9.92
	7:35 AM*	LI	5:30 PM *	EO	OT	1	1.92
3/23/2007 FRI					REG	1	8.00 9.87
	7:38 AM*	LI	5:30 PM *	EO	OT	1	1.87
3/25/2007 SUN					OT	1	5.50 5.50
3/26/2007 MON	6:00 AM*	LI	11:30 AM *	EO	REG	1	8.00 9.75
	7:40 AM*	LI	5:25 PM *	EO	OT	1	1.75
3/27/2007 TUE					REG	1	8.00 9.88
					OT	1	1.88

Period: From 1/ 1/2007 To 12/31/2007

Time Card Report

1/17/2013 2:37 PM

3/27/2007 TUE	7:35 AM*	LI	5:28 PM *	EO			
3/28/2007 WED					REG	1	8.00 9.80
					OT	1	1.80
3/29/2007 THU	7:42 AM*	LI	5:30 PM *	EO			
					REG	1	8.00 9.83
					OT	1	1.83
3/30/2007 FRI	7:38 AM*	LI	5:28 PM *	EO			
					REG	1	8.00 9.82
					OT	1	1.82
4/ 1/2007 SUN	7:40 AM*	LI	5:29 PM *	EO			
					OT	1	5.50 5.50
4/ 2/2007 MON	6:00 AM*	LI	11:30 AM *	EO			
					REG	1	8.00 9.92
					OT	1	1.92
4/ 3/2007 TUE	7:40 AM*	LI	5:35 PM *	EO			
					REG	1	8.00 10.42
					OT	1	2.42
4/ 4/2007 WED	7:35 AM*	LI	6:00 PM *	EO			
					REG	1	8.00 10.00
					OT	1	2.00
4/ 5/2007 THU	7:38 AM*	LI	5:38 PM *	EO			
					REG	1	8.00 9.98
					OT	1	1.98
4/ 6/2007 FRI	7:36 AM*	LI	5:35 PM *	EO			
					REG	1	8.00 8.00
4/ 8/2007 SUN	8:00 AM*	LI	4:00 PM *	EO			
					OT	1	5.50 5.50
4/ 9/2007 MON	6:00 AM*	LI	11:30 AM *	EO			
					REG	1	8.00 10.00
					OT	1	2.00
4/10/2007 TUE	7:40 AM*	LI	5:40 PM *	EO			
					REG	1	8.00 10.30
					OT	1	2.30
4/11/2007 WED	7:42 AM*	LI	6:00 PM *	EO			
					REG	1	8.00 9.95
					OT	1	1.95
4/12/2007 THU	7:38 AM*	LI	5:35 PM *	EO			
					REG	1	8.00 9.75
					OT	1	1.75
4/13/2007 FRI	7:45 AM*	LI	5:30 PM *	EO			
					REG	1	8.00 9.70
					OT	1	1.70
4/15/2007 SUN	7:43 AM*	LI	5:25 PM *	EO			
					OT	1	5.50 5.50
4/16/2007 MON	6:00 AM*	LI	11:30 AM *	EO			
					REG	1	8.00 9.75
					OT	1	1.75
4/17/2007 TUE	7:45 AM*	LI	5:30 PM *	EO			
					REG	1	8.00 9.75
					OT	1	1.75
4/18/2007 WED	7:40 AM*	LI	5:25 PM *	EO			
					REG	1	8.00 9.92
					OT	1	1.92

Period: From 1/1/2007 To 12/31/2007

Time Card Report

1/17/2013 2:37 PM

4/18/2007 WED	7:35 AM*	LI	5:30 PM *	EO			
4/19/2007 THU						REG 1	8.00 9.87
						OT 1	1.87
4/20/2007 FRI	7:36 AM*	LI	5:28 PM *	EO		REG 1	8.00 9.78
						OT 1	1.78
4/22/2007 SUN	7:38 AM*	LI	5:25 PM *	EO			
						OT 1	5.00 5.00
4/23/2007 MON	6:00 AM*	LI	11:00 AM *	EO			
						REG 1	8.00 9.75
						OT 1	1.75
4/24/2007 TUE	7:40 AM*	LI	5:25 PM *	EO		REG 1	8.00 9.77
						OT 1	1.77
4/25/2007 WED	7:42 AM*	LI	5:28 PM *	EO		REG 1	8.00 9.83
						OT 1	1.83
4/26/2007 THU	7:45 AM*	LI	5:35 PM *	EO		REG 1	8.00 9.85
						OT 1	1.85
4/27/2007 FRI	7:39 AM*	LI	5:30 PM *	EO		REG 1	8.00 9.72
						OT 1	1.72
4/29/2007 SUN	7:42 AM*	LI	5:25 PM *	EO			
						OT 1	5.50 5.50
4/30/2007 MON	6:00 AM*	LI	11:30 AM *	EO			
						REG 1	8.00 9.67
						OT 1	1.67
5/1/2007 TUE	7:45 AM*	LI	5:25 PM *	EO		REG 1	8.00 9.83
						OT 1	1.83
5/2/2007 WED	7:40 AM*	LI	5:30 PM *	EO		REG 1	8.00 9.83
						OT 1	1.83
5/3/2007 THU	7:38 AM*	LI	5:28 PM *	EO		REG 1	8.00 9.90
						OT 1	1.90
5/4/2007 FRI	7:35 AM*	LI	5:29 PM *	EO		REG 1	8.00 9.87
						OT 1	1.87
5/6/2007 SUN	7:38 AM*	LI	5:30 PM *	EO			
						OT 1	5.50 5.50
5/7/2007 MON	6:00 AM*	LI	11:30 AM *	EO			
						REG 1	8.00 9.75
						OT 1	1.75
5/8/2007 TUE	7:40 AM*	LI	5:25 PM *	EO		REG 1	8.00 9.88
						OT 1	1.88
5/9/2007 WED	7:35 AM*	LI	5:28 PM *	EO		REG 1	8.00 8.42
						OT 1	0.42
5/13/2007 SUN	7:35 AM*	LI	4:00 PM *	EO		REG 1	6.50 6.50

Period: From 1/ 1/2007 To 12/31/2007

Time Card Report

1/17/2013 2:37 PM

5/13/2007 SUN	6:00 AM*	LI	12:30 PM *	EO			
5/14/2007 MON					REG	1	8.00 9.75
					OT	1	1.75
5/15/2007 TUE	7:40 AM*	LI	5:25 PM *	EO			
					REG	1	8.00 9.77
					OT	1	1.77
5/16/2007 WED	7:42 AM*	LI	5:28 PM *	EO			
					REG	1	8.00 9.85
					OT	1	1.85
5/17/2007 THU	7:38 AM*	LI	5:29 PM *	EO			
					REG	1	8.00 9.77
					OT	1	1.77
5/18/2007 FRI	7:39 AM*	LI	5:25 PM *	EO			
					REG	1	8.00 9.72
					OT	1	1.72
5/20/2007 SUN	7:40 AM*	LI	5:23 PM *	EO			
					OT	1	5.50 5.50
5/21/2007 MON	7:00 AM*	LI	12:30 PM *	EO			
					REG	1	8.00 9.92
					OT	1	1.92
5/22/2007 TUE	7:35 AM*	LI	5:30 PM *	EO			
					REG	1	8.00 10.08
					OT	1	2.08
5/23/2007 WED	7:30 AM*	LI	5:35 PM *	EO			
					REG	1	8.00 10.13
					OT	1	2.13
5/24/2007 THU	7:32 AM*	LI	5:40 PM *	EO			
					REG	1	8.00 9.92
					OT	1	1.92
5/25/2007 FRI	7:35 AM*	LI	5:30 PM *	EO			
					REG	1	8.00 10.17
					OT	1	2.17
5/28/2007 MON	7:30 AM*	LI	5:40 PM *	EO			
					REG	1	8.00 9.75
					OT	1	1.75
5/29/2007 TUE	7:40 AM*	LI	5:25 PM *	EO			
					REG	1	8.00 9.83
					OT	1	1.83
5/30/2007 WED	7:38 AM*	LI	5:28 PM *	EO			
					REG	1	8.00 9.80
					OT	1	1.80
5/31/2007 THU	7:41 AM*	LI	5:29 PM *	EO			
					REG	1	8.00 9.77
					OT	1	1.77
6/ 1/2007 FRI	7:39 AM*	LI	5:25 PM *	EO			
					REG	1	8.00 9.88
					OT	1	1.88
6/ 3/2007 SUN	7:35 AM*	LI	5:28 PM *	EO			
					OT	1	5.50 5.50
6/ 4/2007 MON	7:00 AM*	LI	12:30 PM *	EO			
					REG	1	8.00 10.33
					OT	1	2.33
	7:40 AM*	LI	6:00 PM *	EO			

Period: From 1/1/2007 To 12/31/2007

Time Card Report

1/17/2013 2:37 PM

6/5/2007 TUE						REG	1	8.00	10.37
						OT	1	2.37	
6/6/2007 WED	7:38 AM*	LI	6:00 PM *	EO		REG	1	8.00	10.25
						OT	1	2.25	
6/7/2007 THU	7:45 AM*	LI	6:00 PM *	EO		REG	1	8.00	10.10
						OT	1	2.10	
6/8/2007 FRI	7:39 AM*	LI	5:45 PM *	EO		REG	1	8.00	10.13
						OT	1	2.13	
6/10/2007 SUN	7:40 AM*	LI	5:48 PM *	EO					
						OT	1	5.00	5.00
6/11/2007 MON	6:30 AM*	LI	11:30 AM *	EO		REG	1	8.00	9.92
						OT	1	1.92	
6/12/2007 TUE	7:40 AM*	LI	5:35 PM *	EO		REG	1	8.00	10.37
						OT	1	2.37	
6/13/2007 WED	7:38 AM*	LI	6:00 PM *	EO		REG	1	8.00	10.02
						OT	1	2.02	
6/14/2007 THU	7:39 AM*	LI	5:40 PM *	EO		REG	1	8.00	9.92
						OT	1	1.92	
6/15/2007 FRI	7:40 AM*	LI	5:35 PM *	EO		REG	1	8.00	9.82
						OT	1	1.82	
6/17/2007 SUN	7:40 AM*	LI	5:29 PM *	EO					
						OT	1	5.50	5.50
6/18/2007 MON	6:00 AM*	LI	11:30 AM *	EO		REG	1	8.00	9.75
						OT	1	1.75	
6/19/2007 TUE	7:40 AM*	LI	5:25 PM *	EO		REG	1	8.00	9.72
						OT	1	1.72	
6/20/2007 WED	7:45 AM*	LI	5:28 PM *	EO		REG	1	8.00	9.73
						OT	1	1.73	
6/21/2007 THU	7:45 AM*	LI	5:29 PM *	EO		REG	1	8.00	9.70
						OT	1	1.70	
6/22/2007 FRI	7:48 AM*	LI	5:30 PM *	EO		REG	1	8.00	9.70
						OT	1	1.70	
6/24/2007 SUN	7:46 AM*	LI	5:28 PM *	EO					
						OT	1	5.50	5.50
6/25/2007 MON	6:00 AM*	LI	11:30 AM *	EO		REG	1	8.00	9.83
						OT	1	1.83	
6/26/2007 TUE	7:40 AM*	LI	5:30 PM *	EO		REG	1	8.00	9.82
						OT	1	1.82	

Period: From 1/1/2007 To 12/31/2007

Time Card Report

1/17/2013 2:37 PM

6/26/2007 TUE	7:39 AM*	LI	5:28 PM *	EO			
6/27/2007 WED					REG	1	8.00 10.02
	7:38 AM*	LI	5:39 PM *	EO	OT	1	2.02
6/28/2007 THU					REG	1	8.00 9.83
	7:35 AM*	LI	5:25 PM *	EO	OT	1	1.83
6/29/2007 FRI					REG	1	8.00 9.77
	7:40 AM*	LI	5:26 PM *	EO	OT	1	1.77
7/1/2007 SUN					OT	1	5.50 5.50
7/2/2007 MON	6:00 AM*	LI	11:30 AM *	EO	REG	1	8.00 9.75
	7:40 AM*	LI	5:25 PM *	EO	OT	1	1.75
7/3/2007 TUE					REG	1	8.00 9.72
	7:45 AM*	LI	5:28 PM *	EO	OT	1	1.72
7/4/2007 WED					REG	1	8.00 8.00
	8:00 AM*	LI	4:00 PM *	EO	REG	1	8.00 9.63
7/5/2007 THU					OT	1	1.63
	7:42 AM*	LI	5:20 PM *	EO	REG	1	8.00 9.67
7/6/2007 FRI					OT	1	1.67
	7:45 AM*	LI	5:25 PM *	EO	OT	1	5.50 5.50
7/8/2007 SUN					REG	1	8.00 9.75
7/9/2007 MON	6:00 AM*	LI	11:30 AM *	EO	OT	1	1.75
	7:40 AM*	LI	5:25 PM *	EO	REG	1	8.00 9.77
7/10/2007 TUE					OT	1	1.77
	7:42 AM*	LI	5:28 PM *	EO	REG	1	8.00 9.75
7/11/2007 WED					OT	1	1.75
	7:45 AM*	LI	5:30 PM *	EO	REG	1	8.00 9.87
7/12/2007 THU					OT	1	1.87
	7:43 AM*	LI	5:35 PM *	EO	REG	1	8.00 9.72
7/13/2007 FRI					OT	1	1.72
	7:45 AM*	LI	5:28 PM *	EO	OT	1	5.50 5.50
7/15/2007 SUN					REG	1	8.00 9.67
7/16/2007 MON	6:00 AM*	LI	11:30 AM *	EO	OT	1	1.67
	7:45 AM*	LI	5:25 PM *	EO	REG	1	8.00 9.78
7/17/2007 TUE					OT	1	1.78
	7:40 AM*	LI	5:27 PM *	EO	REG	1	8.00 9.63
7/18/2007 WED					OT	1	1.63

Period: From 1/1/2007 To 12/31/2007

Time Card Report

1/17/2013 2:37 PM

7/18/2007 WED	7:48 AM*	LI	5:26 PM *	EO			
7/19/2007 THU						REG	1 8.00 9.77
						OT	1 1.77
7/20/2007 FRI	7:42 AM*	LI	5:28 PM *	EO			
						REG	1 8.00 9.58
						OT	1 1.58
7/22/2007 SUN	7:45 AM*	LI	5:20 PM *	EO			
						OT	1 5.50 5.50
7/23/2007 MON	7:00 AM*	LI	12:30 PM *	EO			
						REG	1 8.00 9.75
						OT	1 1.75
7/24/2007 TUE	7:40 AM*	LI	5:25 PM *	EO			
						REG	1 8.00 9.75
						OT	1 1.75
7/25/2007 WED	7:43 AM*	LI	5:28 PM *	EO			
						REG	1 8.00 9.68
						OT	1 1.68
7/26/2007 THU	7:45 AM*	LI	5:26 PM *	EO			
						REG	1 8.00 10.33
						OT	1 2.33
7/27/2007 FRI	7:40 AM*	LI	6:00 PM *	EO			
						REG	1 8.00 9.72
						OT	1 1.72
7/29/2007 SUN	7:42 AM*	LI	5:25 PM *	EO			
						OT	1 5.00 5.00
7/30/2007 MON	6:00 AM*	LI	11:00 AM *	EO			
						REG	1 8.00 9.75
						OT	1 1.75
7/31/2007 TUE	7:40 AM*	LI	5:25 PM *	EO			
						REG	1 8.00 9.72
						OT	1 1.72
8/1/2007 WED	7:45 AM*	LI	5:28 PM *	EO			
						REG	1 8.00 9.75
						OT	1 1.75
8/2/2007 THU	7:40 AM*	LI	5:25 PM *	EO			
						REG	1 8.00 10.42
						OT	1 2.42
8/3/2007 FRI	7:35 AM*	LI	6:00 PM *	EO			
						REG	1 8.00 9.78
						OT	1 1.78
8/5/2007 SUN	7:38 AM*	LI	5:25 PM *	EO			
						OT	1 5.00 5.00
8/6/2007 MON	6:30 AM*	LI	11:30 AM *	EO			
						REG	1 8.00 9.92
						OT	1 1.92
8/7/2007 TUE	7:40 AM*	LI	5:35 PM *	EO			
						REG	1 8.00 9.97
						OT	1 1.97
8/8/2007 WED	7:42 AM*	LI	5:40 PM *	EO			
						REG	1 8.00 9.83
						OT	1 1.83
8/9/2007 THU	7:45 AM*	LI	5:35 PM *	EO			
						REG	1 8.00 9.70
						OT	1 1.70

Period: From 1/1/2007 To 12/31/2007

Time Card Report

1/17/2013 2:37 PM

8/9/2007 THU	7:48 AM*	LI	5:30 PM *	EO			
8/10/2007 FRI					REG	1	8.00 9.80
					OT	1	1.80
	7:42 AM*	LI	5:30 PM *	EO			
8/12/2007 SUN					OT	1	5.50 5.50
	6:30 AM*	LI	12:00 PM *	EO			
8/13/2007 MON					REG	1	8.00 9.75
					OT	1	1.75
	7:40 AM*	LI	5:25 PM *	EO			
8/14/2007 TUE					REG	1	8.00 9.80
					OT	1	1.80
	7:40 AM*	LI	5:28 PM *	EO			
8/15/2007 WED					REG	1	8.00 9.87
					OT	1	1.87
	7:38 AM*	LI	5:30 PM *	EO			
8/16/2007 THU					REG	1	8.00 9.83
					OT	1	1.83
	7:42 AM*	LI	5:32 PM *	EO			
8/17/2007 FRI					REG	1	8.00 9.80
					OT	1	1.80
	7:40 AM*	LI	5:28 PM *	EO			
8/19/2007 SUN					OT	1	5.00 5.00
	6:30 AM*	LI	11:30 AM *	EO			
8/20/2007 MON					REG	1	8.00 9.97
					OT	1	1.97
	7:40 AM*	LI	5:38 PM *	EO			
8/21/2007 TUE					REG	1	8.00 9.95
					OT	1	1.95
	7:38 AM*	LI	5:35 PM *	EO			
8/22/2007 WED					REG	1	8.00 9.92
					OT	1	1.92
	7:35 AM*	LI	5:30 PM *	EO			
8/23/2007 THU					REG	1	8.00 9.82
					OT	1	1.82
	7:39 AM*	LI	5:28 PM *	EO			
8/24/2007 FRI					REG	1	8.00 9.82
					OT	1	1.82
	7:36 AM*	LI	5:25 PM *	EO			
8/26/2007 SUN					OT	1	5.00 5.00
	7:00 AM*	LI	12:00 PM *	EO			
8/27/2007 MON					REG	1	8.00 9.83
					OT	1	1.83
	7:40 AM*	LI	5:30 PM *	EO			
8/28/2007 TUE					REG	1	8.00 9.83
					OT	1	1.83
	7:45 AM*	LI	5:35 PM *	EO			
8/29/2007 WED					REG	1	8.00 9.88
					OT	1	1.88
	7:43 AM*	LI	5:36 PM *	EO			
8/30/2007 THU					REG	1	8.00 9.95
					OT	1	1.95
	7:38 AM*	LI	5:35 PM *	EO			
8/31/2007 FRI					REG	1	8.00 9.88
					OT	1	1.88

Period: From 1/1/2007 To 12/31/2007

Time Card Report

1/17/2013 2:37 PM

8/31/2007 FRI	7:45 AM*	LI	5:38 PM *	EO			
9/ 2/2007 SUN					OT	1	6.00 6.00
9/ 3/2007 MON	6:00 AM*	LI	12:00 PM *	EO			
					REG	1	8.00 9.67
					OT	1	1.67
9/ 4/2007 TUE	7:40 AM*	LI	5:20 PM *	EO			
					REG	1	8.00 9.83
					OT	1	1.83
9/ 5/2007 WED	7:35 AM*	LI	5:25 PM *	EO			
					REG	1	8.00 9.95
					OT	1	1.95
9/ 6/2007 THU	7:38 AM*	LI	5:35 PM *	EO			
					REG	1	8.00 9.68
					OT	1	1.68
9/ 7/2007 FRI	7:39 AM*	LI	5:20 PM *	EO			
					REG	1	8.00 9.78
					OT	1	1.78
9/ 9/2007 SUN	7:38 AM*	LI	5:25 PM *	EO			
					OT	1	5.00 5.00
9/10/2007 MON	6:00 AM*	LI	11:00 AM *	EO			
					REG	1	8.00 9.75
					OT	1	1.75
9/11/2007 TUE	7:40 AM*	LI	5:25 PM *	EO			
					REG	1	8.00 10.42
					OT	1	2.42
9/12/2007 WED	7:35 AM*	LI	6:00 PM *	EO			
					REG	1	8.00 10.37
					OT	1	2.37
9/13/2007 THU	7:38 AM*	LI	6:00 PM *	EO			
					REG	1	8.00 9.83
					OT	1	1.83
9/14/2007 FRI	7:35 AM*	LI	5:25 PM *	EO			
					REG	1	8.00 9.77
					OT	1	1.77
9/16/2007 SUN	7:39 AM*	LI	5:25 PM *	EO			
					OT	1	5.00 5.00
9/17/2007 MON	6:00 AM*	LI	11:00 AM *	EO			
					REG	1	8.00 10.58
					OT	1	2.58
9/18/2007 TUE	7:40 AM*	LI	6:15 PM *	EO			
					REG	1	8.00 10.67
					OT	1	2.67
9/19/2007 WED	7:38 AM*	LI	6:18 PM *	EO			
					REG	1	8.00 10.58
					OT	1	2.58
9/20/2007 THU	7:40 AM*	LI	6:15 PM *	EO			
					REG	1	8.00 10.05
					OT	1	2.05
9/21/2007 FRI	7:35 AM*	LI	5:38 PM *	EO			
					REG	1	8.00 10.00
					OT	1	2.00
9/23/2007 SUN	7:40 AM*	LI	5:40 PM *	EO			
					OT	1	6.00 6.00

Period: From 1/1/2007 To 12/31/2007

Time Card Report

1/17/2013 2:37 PM

9/23/2007 SUN	6:00 AM*	LI	12:00 PM *	EO			
9/24/2007 MON					REG	1	8.00 10.00
					OT	1	2.00
9/25/2007 TUE	7:35 AM*	LI	5:35 PM *	EO			
					REG	1	8.00 10.37
					OT	1	2.37
9/26/2007 WED	7:38 AM*	LI	6:00 PM *	EO			
					REG	1	8.00 10.15
					OT	1	2.15
9/27/2007 THU	7:36 AM*	LI	5:45 PM *	EO			
					REG	1	8.00 10.00
					OT	1	2.00
9/28/2007 FRI	7:35 AM*	LI	5:35 PM *	EO			
					REG	1	8.00 9.98
					OT	1	1.98
9/30/2007 SUN	7:39 AM*	LI	5:38 PM *	EO			
					OT	1	5.00 5.00
10/ 1/2007 MON	6:00 AM*	LI	11:00 AM *	EO			
					REG	1	8.00 9.75
					OT	1	1.75
10/ 2/2007 TUE	7:40 AM*	LI	5:25 PM *	EO			
					REG	1	8.00 10.17
					OT	1	2.17
10/ 3/2007 WED	7:35 AM*	LI	5:45 PM *	EO			
					REG	1	8.00 9.87
					OT	1	1.87
10/ 4/2007 THU	7:38 AM*	LI	5:30 PM *	EO			
					REG	1	8.00 9.82
					OT	1	1.82
10/ 5/2007 FRI	7:36 AM*	LI	5:25 PM *	EO			
					REG	1	8.00 9.88
					OT	1	1.88
10/ 7/2007 SUN	7:35 AM*	LI	5:28 PM *	EO			
					OT	1	5.00 5.00
10/ 8/2007 MON	6:00 AM*	LI	11:00 AM *	EO			
					REG	1	8.00 9.75
					OT	1	1.75
10/ 9/2007 TUE	7:40 AM*	LI	5:25 PM *	EO			
					REG	1	8.00 9.42
					OT	1	1.42
10/10/2007 WED	7:35 AM*	LI	5:00 PM *	EO			
					REG	1	8.00 10.25
					OT	1	2.25
10/11/2007 THU	7:30 AM*	LI	5:45 PM *	EO			
					REG	1	8.00 9.87
					OT	1	1.87
10/12/2007 FRI	7:38 AM*	LI	5:30 PM *	EO			
					REG	1	8.00 9.92
					OT	1	1.92
10/14/2007 SUN	7:40 AM*	LI	5:35 PM *	EO			
					OT	1	5.00 5.00
10/15/2007 MON	6:00 AM*	LI	11:00 AM *	EO			
					REG	1	8.00 9.75
					OT	1	1.75

Period: From 1/1/2007 To 12/31/2007

Time Card Report

1/17/2013 2:37 PM

10/15/2007	MON	7:40 AM*	LI	5:25 PM *	EO			
10/16/2007	TUE						REG	1 8.00 9.92
							OT	1 1.92
10/17/2007	WED	7:35 AM*	LI	5:30 PM *	EO			
							REG	1 8.00 9.87
							OT	1 1.87
10/18/2007	THU	7:36 AM*	LI	5:28 PM *	EO			
							REG	1 8.00 9.85
							OT	1 1.85
10/19/2007	FRI	7:38 AM*	LI	5:29 PM *	EO			
							REG	1 8.00 9.92
							OT	1 1.92
10/21/2007	SUN	7:35 AM*	LI	5:30 PM *	EO			
							OT	1 5.00 5.00
10/22/2007	MON	6:00 AM*	LI	11:00 AM *	EO			
							REG	1 8.00 9.75
							OT	1 1.75
10/23/2007	TUE	7:40 AM*	LI	5:25 PM *	EO			
							REG	1 8.00 9.88
							OT	1 1.88
10/24/2007	WED	7:35 AM*	LI	5:28 PM *	EO			
							REG	1 8.00 9.87
							OT	1 1.87
10/25/2007	THU	7:38 AM*	LI	5:30 PM *	EO			
							REG	1 8.00 10.00
							OT	1 2.00
10/26/2007	FRI	7:35 AM*	LI	5:35 PM *	EO			
							REG	1 8.00 9.87
							OT	1 1.87
10/28/2007	SUN	7:38 AM*	LI	5:30 PM *	EO			
							OT	1 6.00 6.00
10/29/2007	MON	6:00 AM*	LI	12:00 PM *	EO			
							REG	1 8.00 9.92
							OT	1 1.92
10/30/2007	TUE	7:40 AM*	LI	5:35 PM *	EO			
							REG	1 8.00 10.05
							OT	1 2.05
10/31/2007	WED	7:35 AM*	LI	5:38 PM *	EO			
							REG	1 8.00 9.98
							OT	1 1.98
11/1/2007	THU	7:36 AM*	LI	5:35 PM *	EO			
							REG	1 8.00 10.02
							OT	1 2.02
11/2/2007	FRI	7:38 AM*	LI	5:39 PM *	EO			
							REG	1 8.00 10.33
							OT	1 2.33
11/4/2007	SUN	7:40 AM*	LI	6:00 PM *	EO			
							OT	1 5.00 5.00
11/19/2007	MON	6:00 AM*	LI	11:00 AM *	EO			
							REG	1 8.00 12.00
							OT	1 4.00
11/20/2007	TUE	7:45 AM*	LI	7:45 PM *	EO			
							REG	1 8.00 11.00
							OT	1 3.00

Period: From 1/1/2007 To 12/31/2007

Time Card Report

1/17/2013 2:37 PM

11/20/2007 TUE	7:30 AM*	LI	6:30 PM *	EO			
11/21/2007 WED					REG	1	8.00 10.75
					OT	1	2.75
	7:40 AM*	LI	6:25 PM *	EO			
11/22/2007 THU					REG	1	8.00 8.00
	8:00 AM*	LI	4:00 PM *	EO			
11/23/2007 FRI					REG	1	8.00 9.75
					OT	1	1.75
	7:40 AM*	LI	5:25 PM *	EO			
11/25/2007 SUN					OT	1	5.50 5.50
	7:00 AM*	LI	12:30 PM *	EO			
11/26/2007 MON					REG	1	8.00 9.92
					OT	1	1.92
	7:30 AM*	LI	5:25 PM *	EO			
11/27/2007 TUE					REG	1	8.00 9.67
					OT	1	1.67
	7:40 AM*	LI	5:20 PM *	EO			
11/28/2007 WED					REG	1	8.00 9.67
					OT	1	1.67
	7:45 AM*	LI	5:25 PM *	EO			
12/10/2007 MON					REG	1	8.00 10.33
					OT	1	2.33
	7:40 AM*	LI	6:00 PM *	EO			
12/11/2007 TUE					REG	1	8.00 10.42
					OT	1	2.42
	7:35 AM*	LI	6:00 PM *	EO			
12/12/2007 WED					REG	1	8.00 10.83
					OT	1	2.83
	7:40 AM*	LI	6:30 PM *	EO			
12/13/2007 THU					REG	1	8.00 10.30
					OT	1	2.30
	7:42 AM*	LI	6:00 PM *	EO			
12/14/2007 FRI					REG	1	8.00 9.85
					OT	1	1.85
	7:39 AM*	LI	5:30 PM *	EO			
12/16/2007 SUN					OT	1	5.00 5.00
	7:00 AM*	LI	12:00 PM *	EO			
12/17/2007 MON					REG	1	8.00 11.08
					OT	1	3.08
	7:35 AM*	LI	6:40 PM *	EO			
12/18/2007 TUE					REG	1	8.00 10.58
					OT	1	2.58
	7:40 AM*	LI	6:15 PM *	EO			
12/19/2007 WED					REG	1	8.00 10.83
					OT	1	2.83
	7:40 AM*	LI	6:30 PM *	EO			
12/20/2007 THU					REG	1	8.00 10.25
					OT	1	2.25
	7:45 AM*	LI	6:00 PM *	EO			
12/21/2007 FRI					REG	1	8.00 9.92
					OT	1	1.92
	7:35 AM*	LI	5:30 PM *	EO			
12/23/2007 SUN					OT	1	5.00 5.00

Period: From 1/ 1/2007 To 12/31/2007

Time Card Report

1/17/2013 2:37 PM

12/23/200`SUN	7:00 AM* LI	12:00 PM * EO			
12/24/200`MON				REG 1	8.00 11.42
				OT 1	3.42
	7:35 AM* LI	7:00 PM * EO			
12/25/200`TUE				REG 1	8.00 8.00
	8:00 AM* LI	4:00 PM * EO			
12/26/200`WED				REG 1	8.00 10.87
				OT 1	2.87
	7:38 AM* LI	6:30 PM * EO			
12/27/200`THU				REG 1	8.00 9.83
				OT 1	1.83
	7:40 AM* LI	5:30 PM * EO			
12/28/200`FRI				REG 1	8.00 12.25
				OT 1	4.25
	7:45 AM* LI	8:00 PM * EO			
12/30/200`SUN				OT 1	5.00 5.00
	7:00 AM* LI	12:00 PM * EO			
12/31/200`MON				REG 1	8.00 9.83
				OT 1	1.83
	7:40 AM* LI	5:30 PM * EO			

Department Total:

OFFICE

OT	REG
713.17	1942.50

Employee Total for

DEP. CHARRIEZ, W

<i>OT</i>	<i>REG</i>
<i>713.17</i>	<i>1942.50</i>

Time Card Report

<i>Employee#:</i>		580314593		<i>DEP. CHARRIEZ, W</i>		<i>Badge ID#:</i>		580314593			
<i>Department#:</i>		14		OFFICE							
Date	Day	IN	Code	OUT	Code	Cost Center	Department	Job Class	Pay Z. Cost C.	Hours	Total
1/ 2/2006	MON								REG 1	8.00	10.50
		7:30 AM*	EI	6:00 PM *	EO				OT 1	2.50	
1/ 3/2006	TUE								REG 1	8.00	10.37
		7:38 AM*	EI	6:00 PM *	EO				OT 1	2.37	
1/ 4/2006	WED								REG 1	8.00	10.42
		7:35 AM*	EI	6:00 PM *	EO				OT 1	2.42	
1/ 5/2006	THU								REG 1	8.00	10.50
		7:30 AM*	EI	6:00 PM *	EO				OT 1	2.50	
1/ 6/2006	FRI								REG 1	5.07	5.07
		7:30 AM*	EI	12:34 PM	EO						
1/ 8/2006	SUN								REG 1	5.00	5.00
		6:00 AM*	EI	11:00 AM *	EO						
1/ 9/2006	MON								REG 1	8.00	11.00
		7:30 AM*	EI	6:30 PM *	EO				OT 1	3.00	
1/10/2006	TUE								REG 1	8.00	10.58
		7:25 AM*	EI	6:00 PM *	EO				OT 1	2.58	
1/11/2006	WED								REG 1	8.00	10.50
		7:30 AM*	EI	6:00 PM *	EO				OT 1	2.50	
1/12/2006	THU								REG 1	8.00	10.58
		7:25 AM*	EI	6:00 PM *	EO				OT 1	2.58	
1/13/2006	FRI								REG 1	8.00	10.03
		7:28 AM*	EI	5:30 PM *	EO				OT 1	2.03	
1/15/2006	SUN								REG 1	5.00	5.00
		6:00 AM*	EI	11:00 AM *	EO						
1/16/2006	MON								REG 1	8.00	10.08
		7:35 AM*	EI	5:40 PM *	EO				OT 1	2.08	
1/17/2006	TUE								REG 1	8.00	9.95
		7:38 AM*	EI	5:35 PM *	EO				OT 1	1.95	
1/18/2006	WED								REG 1	8.00	10.15
		7:36 AM*	EI	5:45 PM *	EO				OT 1	2.15	
1/19/2006	THU								REG 1	8.00	10.02
		7:39 AM*	EI	5:40 PM *	EO				OT 1	2.02	
1/20/2006	FRI								REG 1	8.00	9.92
									OT 1	1.92	

Period: From 1/1/2006 To 12/31/2006

Time Card Report

1/17/2013 2:38 PM

1/20/2006 FRI	7:35 AM*	EI	5:30 PM *	EO			
1/22/2006 SUN					REG	1	5.00 5.00
1/23/2006 MON	6:00 AM*	EI	11:00 AM *	EO			
					REG	1	8.00 9.92
					OT	1	1.92
1/24/2006 TUE	7:35 AM*	EI	5:30 PM *	EO			
					REG	1	8.00 9.78
					OT	1	1.78
1/25/2006 WED	7:38 AM*	EI	5:25 PM *	EO			
					REG	1	8.00 9.83
					OT	1	1.83
1/26/2006 THU	7:39 AM*	EI	5:29 PM *	EO			
					REG	1	8.00 9.80
					OT	1	1.80
1/27/2006 FRI	7:40 AM*	EI	5:28 PM *	EO			
					REG	1	8.00 9.88
					OT	1	1.88
1/29/2006 SUN	7:35 AM*	EI	5:28 PM *	EO			
					REG	1	5.00 5.00
1/30/2006 MON	6:00 AM*	EI	11:00 AM *	EO			
					REG	1	8.00 9.75
					OT	1	1.75
1/31/2006 TUE	7:40 AM*	EI	5:25 PM *	EO			
					REG	1	8.00 9.72
					OT	1	1.72
2/1/2006 WED	7:45 AM*	EI	5:28 PM *	EO			
					REG	1	8.00 9.57
					OT	1	1.57
2/2/2006 THU	7:48 AM*	EI	5:22 PM *	EO			
					REG	1	8.00 9.72
					OT	1	1.72
2/3/2006 FRI	7:45 AM*	EI	5:28 PM *	EO			
					REG	1	8.00 8.20
					OT	1	0.20
2/5/2006 SUN	7:48 AM*	EI	4:00 PM *	EO			
					REG	1	5.00 5.00
2/6/2006 MON	6:00 AM*	EI	11:00 AM *	EO			
					REG	1	8.00 9.75
					OT	1	1.75
2/7/2006 TUE	7:40 AM*	EI	5:25 PM *	EO			
					REG	1	8.00 9.73
					OT	1	1.73
2/8/2006 WED	7:45 AM*	EI	5:29 PM *	EO			
					REG	1	8.00 9.72
					OT	1	1.72
2/9/2006 THU	7:39 AM*	EI	5:22 PM *	EO			
					REG	1	8.00 9.72
					OT	1	1.72
2/10/2006 FRI	7:45 AM*	EI	5:28 PM *	EO			
					REG	1	8.00 9.67
					OT	1	1.67
2/12/2006 SUN	7:40 AM*	EI	5:20 PM *	EO			
					REG	1	5.00 5.00

Period: From 1/ 1/2006 To 12/31/2006

Time Card Report

1/17/2013 2:38 PM

2/12/2006 SUN	6:00 AM*	EI	11:00 AM *	EO			
2/13/2006 MON					REG	1	8.00 9.58
					OT	1	1.58
2/14/2006 TUE	7:45 AM*	EI	5:20 PM *	EO			
					REG	1	8.00 9.50
					OT	1	1.50
2/15/2006 WED	7:48 AM*	EI	5:18 PM *	EO			
					REG	1	8.00 9.67
					OT	1	1.67
2/16/2006 THU	7:45 AM*	EI	5:25 PM *	EO			
					REG	1	8.00 9.78
					OT	1	1.78
2/17/2006 FRI	7:35 AM*	EI	5:22 PM *	EO			
					REG	1	8.00 9.67
					OT	1	1.67
2/19/2006 SUN	7:40 AM*	EI	5:20 PM *	EO			
2/20/2006 MON	6:00 AM*	EI	11:00 AM *	EO	REG	1	5.00 5.00
2/21/2006 TUE	7:40 AM*	EI	3:00 PM *	EO	REG	1	7.33 7.33
2/27/2006 MON	7:35 AM*	EI	3:00 PM *	EO	REG	1	7.42 7.42
2/28/2006 TUE	7:45 AM*	EI	5:20 PM *	EO			
					REG	1	8.00 9.58
					OT	1	1.58
3/ 1/2006 WED	7:48 AM*	EI	5:18 PM *	EO			
					REG	1	8.00 9.58
					OT	1	1.58
3/ 2/2006 THU	7:50 AM*	EI	5:25 PM *	EO			
					REG	1	8.00 9.33
					OT	1	1.33
3/ 3/2006 FRI	8:00 AM*	EI	5:20 PM *	EO			
					REG	1	8.00 9.67
					OT	1	1.67
3/ 5/2006 SUN	7:45 AM*	EI	5:25 PM *	EO			
3/27/2006 MON	6:00 AM*	EI	11:00 AM *	EO	REG	1	5.00 5.00
3/28/2006 TUE	7:35 AM*	EI	5:25 PM *	EO			
					REG	1	8.00 9.83
					OT	1	1.83
3/29/2006 WED	7:30 AM*	EI	5:28 PM *	EO			
					REG	1	8.00 9.97
					OT	1	1.97
3/30/2006 THU	7:37 AM*	EI	5:35 PM *	EO			
					REG	1	8.00 9.97
					OT	1	1.97
3/31/2006 FRI	7:38 AM*	EI	5:28 PM *	EO			
					REG	1	8.00 9.83
					OT	1	1.83
					REG	1	8.00 9.88
					OT	1	1.88

Period: From 1/1/2006 To 12/31/2006

Time Card Report

1/17/2013 2:38 PM

3/31/2006 FRI	7:36 AM*	EI	5:29 PM *	EO			
4/ 2/2006 SUN					REG	1	5.50 5.50
4/ 3/2006 MON	6:00 AM*	EI	11:30 AM *	EO			
					REG	1	8.00 9.92
					OT	1	1.92
4/ 4/2006 TUE	7:30 AM*	EI	5:25 PM *	EO			
					REG	1	8.00 9.75
					OT	1	1.75
4/ 5/2006 WED	7:35 AM*	EI	5:20 PM *	EO			
					REG	1	8.00 9.93
					OT	1	1.93
4/ 6/2006 THU	7:30 AM*	EI	5:26 PM *	EO			
					REG	1	8.00 10.00
					OT	1	2.00
4/ 7/2006 FRI	7:30 AM*	EI	5:30 PM *	EO			
					REG	1	8.00 9.80
					OT	1	1.80
4/ 9/2006 SUN	7:38 AM*	EI	5:26 PM *	EO			
					REG	1	5.50 5.50
4/10/2006 MON	6:00 AM*	EI	11:30 AM *	EO			
					REG	1	8.00 9.67
					OT	1	1.67
4/11/2006 TUE	7:40 AM*	EI	5:20 PM *	EO			
					REG	1	8.00 9.92
					OT	1	1.92
4/12/2006 WED	7:30 AM*	EI	5:25 PM *	EO			
					REG	1	8.00 9.85
					OT	1	1.85
4/13/2006 THU	7:35 AM*	EI	5:26 PM *	EO			
					REG	1	8.00 9.87
					OT	1	1.87
4/14/2006 FRI	7:38 AM*	EI	5:30 PM *	EO			
					REG	1	8.00 8.00
4/16/2006 SUN	8:00 AM*	EI	4:00 PM *	EO			
					REG	1	5.50 5.50
4/17/2006 MON	6:00 AM*	EI	11:30 AM *	EO			
					REG	1	8.00 10.83
					OT	1	2.83
4/18/2006 TUE	7:40 AM*	EI	6:30 PM *	EO			
					REG	1	8.00 10.17
					OT	1	2.17
4/19/2006 WED	7:35 AM*	EI	5:45 PM *	EO			
					REG	1	8.00 9.83
					OT	1	1.83
4/20/2006 THU	7:38 AM*	EI	5:28 PM *	EO			
					REG	1	8.00 9.75
					OT	1	1.75
4/21/2006 FRI	7:40 AM*	EI	5:25 PM *	EO			
					REG	1	8.00 9.63
					OT	1	1.63
4/23/2006 SUN	7:42 AM*	EI	5:20 PM *	EO			
					REG	1	5.50 5.50
	6:00 AM*	EI	11:30 AM *	EO			

Period: From 1/ 1/2006 To 12/31/2006

Time Card Report

1/17/2013 2:38 PM

4/24/2006 MON	7:40 AM* EI	5:25 PM * EO	REG 1	8.00	9.75
			OT 1	1.75	
4/25/2006 TUE	7:45 AM* EI	5:28 PM * EO	REG 1	8.00	9.72
			OT 1	1.72	
4/26/2006 WED	7:42 AM* EI	5:26 PM * EO	REG 1	8.00	9.73
			OT 1	1.73	
4/27/2006 THU	7:30 AM* EI	5:28 PM * EO	REG 1	8.00	9.97
			OT 1	1.97	
4/28/2006 FRI	7:42 AM* EI	5:27 PM * EO	REG 1	8.00	9.75
			OT 1	1.75	
4/30/2006 SUN	6:00 AM* EI	11:30 AM * EO	REG 1	5.50	5.50
5/ 1/2006 MON	7:40 AM* EI	5:25 PM * EO	REG 1	8.00	9.75
			OT 1	1.75	
5/ 2/2006 TUE	7:45 AM* EI	5:28 PM * EO	REG 1	8.00	9.72
			OT 1	1.72	
5/ 3/2006 WED	7:35 AM* EI	5:25 PM * EO	REG 1	8.00	9.83
			OT 1	1.83	
5/ 4/2006 THU	7:38 AM* EI	5:30 PM * EO	REG 1	8.00	9.87
			OT 1	1.87	
5/ 5/2006 FRI	7:40 AM* EI	5:25 PM * EO	REG 1	8.00	9.75
			OT 1	1.75	
5/ 7/2006 SUN	6:00 AM* EI	11:30 AM * EO	REG 1	5.50	5.50
5/ 8/2006 MON	7:30 AM* EI	5:25 PM * EO	REG 1	8.00	9.92
			OT 1	1.92	
5/ 9/2006 TUE	7:35 AM* EI	5:28 PM * EO	REG 1	8.00	9.88
			OT 1	1.88	
5/10/2006 WED	7:38 AM* EI	5:28 PM * EO	REG 1	8.00	9.83
			OT 1	1.83	
5/11/2006 THU	7:30 AM* EI	5:25 PM * EO	REG 1	8.00	9.92
			OT 1	1.92	
5/12/2006 FRI	7:35 AM* EI	5:29 PM * EO	REG 1	8.00	9.90
			OT 1	1.90	
5/14/2006 SUN	6:00 AM* EI	11:30 AM * EO	REG 1	5.50	5.50
5/15/2006 MON			REG 1	8.00	9.75
			OT 1	1.75	

Period: From 1/1/2006 To 12/31/2006

Time Card Report

1/17/2013 2:38 PM

5/15/2006 MON	7:40 AM*	EI	5:25 PM *	EO			
5/16/2006 TUE					REG	1	8.00 9.75
					OT	1	1.75
5/17/2006 WED	7:45 AM*	EI	5:30 PM *	EO	REG	1	8.00 9.67
					OT	1	1.67
5/18/2006 THU	7:48 AM*	EI	5:28 PM *	EO	REG	1	8.00 9.58
					OT	1	1.58
5/19/2006 FRI	7:45 AM*	EI	5:20 PM *	EO	REG	1	8.00 9.75
					OT	1	1.75
5/21/2006 SUN	7:40 AM*	EI	5:25 PM *	EO	REG	1	5.50 5.50
5/22/2006 MON	6:00 AM*	EI	11:30 AM *	EO	REG	1	8.00 9.67
					OT	1	1.67
5/23/2006 TUE	7:40 AM*	EI	5:20 PM *	EO	REG	1	8.00 9.92
					OT	1	1.92
5/24/2006 WED	7:30 AM*	EI	5:25 PM *	EO	REG	1	8.00 9.42
					OT	1	1.42
5/25/2006 THU	7:35 AM*	EI	5:00 PM *	EO	REG	1	8.00 9.70
					OT	1	1.70
5/26/2006 FRI	7:38 AM*	EI	5:20 PM *	EO	REG	1	8.00 9.75
					OT	1	1.75
5/28/2006 SUN	7:40 AM*	EI	5:25 PM *	EO	REG	1	5.50 5.50
5/29/2006 MON	6:00 AM*	EI	11:30 AM *	EO	REG	1	6.50 6.50
5/30/2006 TUE	7:30 AM*	EI	2:00 PM *	EO	REG	1	8.00 9.92
					OT	1	1.92
5/31/2006 WED	7:30 AM*	EI	5:25 PM *	EO	REG	1	8.00 10.08
					OT	1	2.08
6/ 1/2006 THU	7:25 AM*	EI	5:30 PM *	EO	REG	1	8.00 9.97
					OT	1	1.97
6/ 2/2006 FRI	7:30 AM*	EI	5:28 PM *	EO	REG	1	8.00 10.08
					OT	1	2.08
6/ 4/2006 SUN	7:25 AM*	EI	5:30 PM *	EO	REG	1	5.50 5.50
6/ 5/2006 MON	6:00 AM*	EI	11:30 AM *	EO	REG	1	8.00 9.92
					OT	1	1.92
6/ 6/2006 TUE	7:30 AM*	EI	5:25 PM *	EO	REG	1	8.00 9.75
					OT	1	1.75

Period: From 1/1/2006 To 12/31/2006

Time Card Report

1/17/2013 2:38 PM

6/6/2006 TUE	7:35 AM*	EI	5:20 PM *	EO			
6/7/2006 WED					REG	1	8.00 9.83
					OT	1	1.83
6/8/2006 THU	7:38 AM*	EI	5:28 PM *	EO			
					REG	1	8.00 9.83
					OT	1	1.83
6/9/2006 FRI	7:35 AM*	EI	5:25 PM *	EO			
					REG	1	8.00 9.97
					OT	1	1.97
6/11/2006 SUN	7:30 AM*	EI	5:28 PM *	EO			
					REG	1	5.00 5.00
6/12/2006 MON	6:00 AM*	EI	11:00 AM *	EO			
					REG	1	8.00 9.92
					OT	1	1.92
6/13/2006 TUE	7:30 AM*	EI	5:25 PM *	EO			
					REG	1	8.00 9.87
					OT	1	1.87
6/14/2006 WED	7:30 AM*	EI	5:22 PM *	EO			
					REG	1	8.00 10.00
					OT	1	2.00
6/15/2006 THU	7:28 AM*	EI	5:28 PM *	EO			
					REG	1	8.00 10.08
					OT	1	2.08
6/16/2006 FRI	7:25 AM*	EI	5:30 PM *	EO			
					REG	1	8.00 9.92
					OT	1	1.92
6/18/2006 SUN	7:30 AM*	EI	5:25 PM *	EO			
					REG	1	5.00 5.00
6/19/2006 MON	6:00 AM*	EI	11:00 AM *	EO			
					REG	1	8.00 9.92
					OT	1	1.92
6/20/2006 TUE	7:30 AM*	EI	5:25 PM *	EO			
					REG	1	8.00 9.93
					OT	1	1.93
6/21/2006 WED	7:35 AM*	EI	5:31 PM *	EO			
					REG	1	8.00 9.85
					OT	1	1.85
6/22/2006 THU	7:38 AM*	EI	5:29 PM *	EO			
					REG	1	8.00 9.80
					OT	1	1.80
6/23/2006 FRI	7:40 AM*	EI	5:28 PM *	EO			
					REG	1	8.00 9.92
					OT	1	1.92
6/25/2006 SUN	7:35 AM*	EI	5:30 PM *	EO			
					REG	1	5.00 5.00
6/26/2006 MON	6:00 AM*	EI	11:00 AM *	EO			
					REG	1	8.00 9.92
					OT	1	1.92
6/27/2006 TUE	7:30 AM*	EI	5:25 PM *	EO			
					REG	1	8.00 9.97
					OT	1	1.97
6/28/2006 WED	7:32 AM*	EI	5:30 PM *	EO			
					REG	1	8.00 9.88
					OT	1	1.88

Period: From 1/1/2006 To 12/31/2006

Time Card Report

1/17/2013 2:38 PM

6/28/2006 WED	7:35 AM*	EI	5:28 PM *	EO			
6/29/2006 THU						REG 1	8.00 9.95
						OT 1	1.95
6/30/2006 FRI	7:38 AM*	EI	5:35 PM *	EO			
						REG 1	8.00 9.88
						OT 1	1.88
7/2/2006 SUN	7:35 AM*	EI	5:28 PM *	EO			
7/3/2006 MON	6:00 AM*	EI	11:30 AM *	EO		REG 1	5.50 5.50
						REG 1	8.00 9.83
						OT 1	1.83
7/4/2006 TUE	7:40 AM*	EI	5:30 PM *	EO			
						REG 1	4.42 4.42
7/5/2006 WED	7:35 AM*	EI	12:00 PM *	EO			
						REG 1	8.00 9.95
						OT 1	1.95
7/6/2006 THU	7:38 AM*	EI	5:35 PM *	EO			
						REG 1	8.00 9.87
						OT 1	1.87
7/7/2006 FRI	7:38 AM*	EI	5:30 PM *	EO			
						REG 1	8.00 10.00
						OT 1	2.00
7/9/2006 SUN	7:35 AM*	EI	5:35 PM *	EO			
7/10/2006 MON	6:00 AM*	EI	11:30 AM *	EO		REG 1	5.50 5.50
						REG 1	8.00 9.92
						OT 1	1.92
7/11/2006 TUE	7:35 AM*	LI	5:30 PM *	EO			
						REG 1	8.00 9.83
						OT 1	1.83
7/12/2006 WED	7:38 AM*	LI	5:28 PM *	EO			
						REG 1	8.00 9.78
						OT 1	1.78
7/13/2006 THU	7:38 AM*	LI	5:25 PM *	EO			
						REG 1	8.00 9.90
						OT 1	1.90
7/14/2006 FRI	7:36 AM*	LI	5:30 PM *	EO			
						REG 1	8.00 10.00
						OT 1	2.00
7/16/2006 SUN	7:35 AM*	LI	5:35 PM *	EO			
						OT 1	5.00 5.00
7/17/2006 MON	6:00 AM*	LI	11:00 AM *	EO			
						REG 1	8.00 9.75
						OT 1	1.75
7/18/2006 TUE	7:40 AM*	LI	5:25 PM *	EO			
						REG 1	8.00 9.88
						OT 1	1.88
7/19/2006 WED	7:35 AM*	LI	5:28 PM *	EO			
						REG 1	8.00 9.78
						OT 1	1.78
7/20/2006 THU	7:38 AM*	LI	5:25 PM *	EO			
						REG 1	8.00 9.80
						OT 1	1.80

Period: From 1/1/2006 To 12/31/2006

Time Card Report

1/17/2013 2:38 PM

7/20/2006 THU	7:39 AM*	LI	5:27 PM *	EO				
7/21/2006 FRI					REG	1	8.00	9.82
					OT	1	1.82	
7/23/2006 SUN	7:40 AM*	LI	5:29 PM *	EO				
					OT	1	5.00	5.00
7/24/2006 MON	6:00 AM*	LI	11:00 AM *	EO				
					REG	1	8.00	9.75
					OT	1	1.75	
7/25/2006 TUE	7:40 AM*	LI	5:25 PM *	EO				
					REG	1	8.00	9.92
					OT	1	1.92	
7/26/2006 WED	7:35 AM*	LI	5:30 PM *	EO				
					REG	1	8.00	9.88
					OT	1	1.88	
7/27/2006 THU	7:35 AM*	LI	5:28 PM *	EO				
					REG	1	8.00	9.92
					OT	1	1.92	
7/28/2006 FRI	7:40 AM*	LI	5:35 PM *	EO				
					REG	1	8.00	9.87
					OT	1	1.87	
7/30/2006 SUN	7:38 AM*	LI	5:30 PM *	EO				
					OT	1	5.00	5.00
7/31/2006 MON	6:00 AM*	LI	11:00 AM *	EO				
					REG	1	8.00	9.92
					OT	1	1.92	
8/ 1/2006 TUE	7:30 AM*	LI	5:25 PM *	EO				
					REG	1	8.00	9.88
					OT	1	1.88	
8/ 2/2006 WED	7:35 AM*	LI	5:28 PM *	EO				
					REG	1	8.00	9.98
					OT	1	1.98	
8/ 3/2006 THU	7:30 AM*	LI	5:29 PM *	EO				
					REG	1	8.00	9.87
					OT	1	1.87	
8/ 4/2006 FRI	7:38 AM*	LI	5:30 PM *	EO				
					REG	1	8.00	9.83
					OT	1	1.83	
8/ 6/2006 SUN	7:35 AM*	LI	5:25 PM *	EO				
					OT	1	5.00	5.00
8/ 7/2006 MON	6:00 AM*	LI	11:00 AM *	EO				
					REG	1	8.00	9.75
					OT	1	1.75	
8/ 8/2006 TUE	7:40 AM*	LI	5:25 PM *	EO				
					REG	1	8.00	9.88
					OT	1	1.88	
8/ 9/2006 WED	7:35 AM*	LI	5:28 PM *	EO				
					REG	1	8.00	9.72
					OT	1	1.72	
8/10/2006 THU	7:42 AM*	LI	5:25 PM *	EO				
					REG	1	8.00	9.82
					OT	1	1.82	
8/11/2006 FRI	7:40 AM*	LI	5:29 PM *	EO				
					REG	1	8.00	9.83
					OT	1	1.83	

Period: From 1/ 1/2006 To 12/31/2006

Time Card Report

1/17/2013 2:38 PM

8/11/2006 FRI	7:35 AM*	LI	5:25 PM *	EO				
8/13/2006 SUN					OT	1	5.50	5.50
8/14/2006 MON	6:00 AM*	LI	11:30 AM *	EO				
					REG	1	8.00	9.92
					OT	1	1.92	
8/15/2006 TUE	7:30 AM*	LI	5:25 PM *	EO				
					REG	1	8.00	9.93
					OT	1	1.93	
8/16/2006 WED	7:32 AM*	LI	5:28 PM *	EO				
					REG	1	8.00	9.78
					OT	1	1.78	
8/17/2006 THU	7:38 AM*	LI	5:25 PM *	EO				
					REG	1	8.00	9.83
					OT	1	1.83	
8/18/2006 FRI	7:39 AM*	LI	5:29 PM *	EO				
					REG	1	8.00	9.67
					OT	1	1.67	
8/20/2006 SUN	7:40 AM*	LI	5:20 PM *	EO				
					OT	1	5.50	5.50
8/21/2006 MON	6:00 AM*	LI	11:30 AM *	EO				
					REG	1	8.00	9.83
					OT	1	1.83	
8/22/2006 TUE	7:35 AM*	LI	5:25 PM *	EO				
					REG	1	8.00	9.85
					OT	1	1.85	
8/23/2006 WED	7:37 AM*	LI	5:28 PM *	EO				
					REG	1	8.00	9.85
					OT	1	1.85	
8/24/2006 THU	7:38 AM*	LI	5:29 PM *	EO				
					REG	1	8.00	9.87
					OT	1	1.87	
8/25/2006 FRI	7:35 AM*	LI	5:27 PM *	EO				
					REG	1	8.00	9.82
					OT	1	1.82	
8/27/2006 SUN	7:39 AM*	LI	5:28 PM *	EO				
					OT	1	5.00	5.00
8/28/2006 MON	6:00 AM*	LI	11:00 AM *	EO				
					REG	1	8.00	9.83
					OT	1	1.83	
8/29/2006 TUE	7:35 AM*	LI	5:25 PM *	EO				
					REG	1	8.00	9.83
					OT	1	1.83	
8/30/2006 WED	7:38 AM*	LI	5:28 PM *	EO				
					REG	1	8.00	9.90
					OT	1	1.90	
8/31/2006 THU	7:35 AM*	LI	5:29 PM *	EO				
					REG	1	8.00	9.83
					OT	1	1.83	
9/ 1/2006 FRI	7:38 AM*	LI	5:28 PM *	EO				
					REG	1	8.00	9.98
					OT	1	1.98	
9/ 3/2006 SUN	7:30 AM*	LI	5:29 PM *	EO				
					OT	1	5.00	5.00

Period: From 1/1/2006 To 12/31/2006

Time Card Report

1/17/2013 2:38 PM

9/3/2006 SUN	6:00 AM*	LI	11:00 AM *	EO			
9/4/2006 MON					REG	1	7.50 7.50
	7:30 AM*	LI	3:00 PM *	EO			
9/5/2006 TUE					REG	1	8.00 9.92
					OT	1	1.92
	7:35 AM*	LI	5:30 PM *	EO			
9/6/2006 WED					REG	1	8.00 9.87
					OT	1	1.87
	7:38 AM*	LI	5:30 PM *	EO			
9/7/2006 THU					REG	1	8.00 9.85
					OT	1	1.85
	7:37 AM*	LI	5:28 PM *	EO			
9/8/2006 FRI					REG	1	8.00 9.87
					OT	1	1.87
	7:38 AM*	LI	5:30 PM *	EO			
9/10/2006 SUN					REG	1	0.50 5.00
					OT	1	4.50
	6:00 AM*	LI	11:00 AM *	EO			
9/11/2006 MON					REG	1	8.00 9.83
					OT	1	1.83
	7:35 AM*	LI	5:25 PM *	EO			
9/12/2006 TUE					REG	1	8.00 9.83
					OT	1	1.83
	7:30 AM*	LI	5:20 PM *	EO			
9/13/2006 WED					REG	1	8.00 9.83
					OT	1	1.83
	7:38 AM*	LI	5:28 PM *	EO			
9/14/2006 THU					REG	1	8.00 9.85
					OT	1	1.85
	7:36 AM*	LI	5:27 PM *	EO			
9/15/2006 FRI					REG	1	8.00 9.80
					OT	1	1.80
	7:38 AM*	LI	5:26 PM *	EO			
9/17/2006 SUN					OT	1	5.00 5.00
	6:00 AM*	LI	11:00 AM *	EO			
9/18/2006 MON					REG	1	8.00 9.92
					OT	1	1.92
	7:30 AM*	LI	5:25 PM *	EO			
9/19/2006 TUE					REG	1	8.00 9.90
					OT	1	1.90
	7:29 AM*	LI	5:23 PM *	EO			
9/20/2006 WED					REG	1	8.00 9.97
					OT	1	1.97
	7:30 AM*	LI	5:28 PM *	EO			
9/21/2006 THU					REG	1	8.00 9.95
					OT	1	1.95
	7:28 AM*	LI	5:25 PM *	EO			
9/22/2006 FRI					REG	1	8.00 9.97
					OT	1	1.97
	7:30 AM*	LI	5:28 PM *	EO			
9/24/2006 SUN					OT	1	5.00 5.00
	6:00 AM*	LI	11:00 AM *	EO			
9/25/2006 MON					REG	1	8.00 9.92
					OT	1	1.92

Period: From 1/ 1/2006 To 12/31/2006

Time Card Report

1/17/2013 2:38 PM

9/25/2006 MON	7:30 AM*	LI	5:25 PM *	EO			
9/26/2006 TUE					REG	1	8.00 9.97
					OT	1	1.97
	7:30 AM*	LI	5:28 PM *	EO			
9/27/2006 WED					REG	1	8.00 9.92
					OT	1	1.92
	7:30 AM*	LI	5:25 PM *	EO			
9/28/2006 THU					REG	1	8.00 9.97
					OT	1	1.97
	7:32 AM*	LI	5:30 PM *	EO			
9/29/2006 FRI					REG	1	8.00 9.50
					OT	1	1.50
	7:30 AM*	LI	5:00 PM *	EO			
10/ 2/2006 MON					REG	1	8.00 10.08
					OT	1	2.08
	7:30 AM*	LI	5:35 PM *	EO			
10/ 3/2006 TUE					REG	1	8.00 10.08
					OT	1	2.08
	7:35 AM*	LI	5:40 PM *	EO			
10/ 4/2006 WED					REG	1	8.00 10.13
					OT	1	2.13
	7:32 AM*	LI	5:40 PM *	EO			
10/ 5/2006 THU					REG	1	8.00 10.08
					OT	1	2.08
	7:30 AM*	LI	5:35 PM *	EO			
10/ 6/2006 FRI					REG	1	8.00 9.90
					OT	1	1.90
	7:35 AM*	LI	5:29 PM *	EO			
10/ 8/2006 SUN					OT	1	5.00 5.00
	6:00 AM*	LI	11:00 AM *	EO			
10/ 9/2006 MON					REG	1	7.58 7.58
	7:25 AM*	LI	3:00 PM *	EO			
10/10/2006 TUE					REG	1	8.00 10.00
					OT	1	2.00
	7:28 AM*	LI	5:28 PM *	EO			
10/11/2006 WED					REG	1	8.00 10.07
					OT	1	2.07
	7:26 AM*	LI	5:30 PM *	EO			
10/12/2006 THU					REG	1	8.00 9.98
					OT	1	1.98
	7:30 AM*	LI	5:29 PM *	EO			
10/13/2006 FRI					REG	1	8.00 10.03
					OT	1	2.03
	7:28 AM*	LI	5:30 PM *	EO			
10/15/2006 SUN					REG	1	0.42 6.00
					OT	1	5.58
	6:00 AM*	LI	12:00 PM *	EO			
10/16/2006 MON					REG	1	8.00 9.92
					OT	1	1.92
	7:30 AM*	LI	5:25 PM *	EO			
10/17/2006 TUE					REG	1	8.00 10.00
					OT	1	2.00
	7:28 AM*	LI	5:28 PM *	EO			

Period: From 1/ 1/2006 To 12/31/2006

Time Card Report

1/17/2013 2:38 PM

10/18/2006	WED					REG	1	8.00	9.98
						OT	1	1.98	
10/19/2006	THU	7:30 AM*	LI	5:29 PM *	EO	REG	1	8.00	10.03
						OT	1	2.03	
10/20/2006	FRI	7:28 AM*	LI	5:30 PM *	EO	REG	1	8.00	9.88
						OT	1	1.88	
10/22/2006	SUN	7:32 AM*	LI	5:25 PM *	EO				
		6:00 AM*	LI	11:30 AM *	EO	OT	1	5.50	5.50
10/23/2006	MON					REG	1	8.00	11.00
						OT	1	3.00	
10/24/2006	TUE	7:30 AM*	LI	6:30 PM *	EO	REG	1	8.00	10.50
						OT	1	2.50	
10/25/2006	WED	7:00 AM*	LI	5:30 PM *	EO	REG	1	8.00	9.83
						OT	1	1.83	
10/26/2006	THU	7:35 AM*	LI	5:25 PM *	EO	REG	1	8.00	10.00
						OT	1	2.00	
10/27/2006	FRI	7:30 AM*	LI	5:30 PM *	EO	REG	1	8.00	9.92
						OT	1	1.92	
10/29/2006	SUN	7:35 AM*	LI	5:30 PM *	EO				
		6:00 AM*	LI	11:00 AM *	EO	OT	1	5.00	5.00
10/30/2006	MON					REG	1	8.00	9.92
						OT	1	1.92	
10/31/2006	TUE	7:30 AM*	LI	5:25 PM *	EO	REG	1	8.00	9.88
						OT	1	1.88	
11/ 1/2006	WED	7:35 AM*	LI	5:28 PM *	EO	REG	1	8.00	9.88
						OT	1	1.88	
11/ 2/2006	THU	7:36 AM*	LI	5:29 PM *	EO	REG	1	8.00	9.87
						OT	1	1.87	
11/ 3/2006	FRI	7:38 AM*	LI	5:30 PM *	EO	REG	1	8.00	9.83
						OT	1	1.83	
11/ 5/2006	SUN	7:35 AM*	LI	5:25 PM *	EO				
		6:00 AM*	LI	11:00 AM *	EO	OT	1	5.00	5.00
11/ 6/2006	MON					REG	1	8.00	9.92
						OT	1	1.92	
11/ 7/2006	TUE	7:30 AM*	LI	5:25 PM *	EO	REG	1	8.00	9.88
						OT	1	1.88	
11/ 8/2006	WED	7:35 AM*	LI	5:28 PM *	EO	REG	1	8.00	9.95
						OT	1	1.95	

Period: From 1/1/2006 To 12/31/2006

Time Card Report

1/17/2013 2:38 PM

11/8/2006	WED	7:32 AM*	LI	5:29 PM *	EO			
11/9/2006	THU					REG	1	8.00 9.87
						OT	1	1.87
11/10/2006	FRI	7:38 AM*	LI	5:30 PM *	EO			
						REG	1	8.00 9.85
						OT	1	1.85
11/12/2006	SUN	7:39 AM*	LI	5:30 PM *	EO			
						OT	1	5.00 5.00
11/13/2006	MON	6:00 AM*	LI	11:00 AM *	EO			
						REG	1	8.00 11.25
						OT	1	3.25
11/14/2006	TUE	7:30 AM*	LI	6:45 PM *	EO			
						REG	1	8.00 11.17
						OT	1	3.17
11/15/2006	WED	7:35 AM*	LI	6:45 PM *	EO			
						REG	1	8.00 11.00
						OT	1	3.00
11/16/2006	THU	7:30 AM*	LI	6:30 PM *	EO			
						REG	1	8.00 9.92
						OT	1	1.92
11/17/2006	FRI	7:35 AM*	LI	5:30 PM *	EO			
						REG	1	8.00 9.90
						OT	1	1.90
11/19/2006	SUN	7:36 AM*	LI	5:30 PM *	EO			
						OT	1	5.00 5.00
11/20/2006	MON	6:00 AM*	LI	11:00 AM *	EO			
						REG	1	8.00 9.67
						OT	1	1.67
11/21/2006	TUE	7:45 AM*	LI	5:25 PM *	EO			
						REG	1	8.00 9.88
						OT	1	1.88
11/22/2006	WED	7:35 AM*	LI	5:28 PM *	EO			
						REG	1	8.00 10.15
						OT	1	2.15
11/23/2006	THU	7:30 AM*	LI	5:39 PM *	EO			
						REG	1	8.00 8.00
11/24/2006	FRI	8:00 AM*	LI	4:00 PM *	EO			
						REG	1	8.00 9.92
						OT	1	1.92
11/26/2006	SUN	7:30 AM*	LI	5:25 PM *	EO			
						OT	1	5.00 5.00
11/27/2006	MON	6:00 AM*	LI	11:00 AM *	EO			
						REG	1	8.00 10.08
						OT	1	2.08
11/28/2006	TUE	7:35 AM*	LI	5:40 PM *	EO			
						REG	1	8.00 10.12
						OT	1	2.12
11/29/2006	WED	7:38 AM*	LI	5:45 PM *	EO			
						REG	1	8.00 10.00
						OT	1	2.00
11/30/2006	THU	7:40 AM*	LI	5:40 PM *	EO			
						REG	1	8.00 9.82
						OT	1	1.82

Period: From 1/ 1/2006 To 12/31/2006

Time Card Report

1/17/2013 2:38 PM

11/30/2006THU	7:39 AM*	LI	5:28 PM *	EO			
12/ 1/2006FRI					REG	1	8.00 9.75
					OT	1	1.75
	7:45 AM*	LI	5:30 PM *	EO			
12/ 3/2006SUN					OT	1	5.00 5.00
	6:00 AM*	LI	11:00 AM *	EO			
12/ 4/2006MON					REG	1	8.00 10.33
					OT	1	2.33
	7:40 AM*	LI	6:00 PM *	EO			
12/ 5/2006TUE					REG	1	8.00 10.25
					OT	1	2.25
	7:45 AM*	LI	6:00 PM *	EO			
12/ 6/2006WED					REG	1	8.00 9.92
					OT	1	1.92
	7:40 AM*	LI	5:35 PM *	EO			
12/ 7/2006THU					REG	1	8.00 9.88
					OT	1	1.88
	7:35 AM*	LI	5:28 PM *	EO			
12/ 8/2006FRI					REG	1	8.00 9.92
					OT	1	1.92
	7:35 AM*	LI	5:30 PM *	EO			
12/10/2006SUN					OT	1	5.00 5.00
	6:00 AM*	LI	11:00 AM *	EO			
12/11/2006MON					REG	1	8.00 10.42
					OT	1	2.42
	7:35 AM*	LI	6:00 PM *	EO			
12/12/2006TUE					REG	1	8.00 10.42
					OT	1	2.42
	7:38 AM*	LI	6:03 PM *	EO			
12/13/2006WED					REG	1	8.00 10.58
					OT	1	2.58
	7:30 AM*	LI	6:05 PM *	EO			
12/14/2006THU					REG	1	8.00 10.00
					OT	1	2.00
	7:35 AM*	LI	5:35 PM *	EO			
12/15/2006FRI					REG	1	8.00 10.00
					OT	1	2.00
	7:38 AM*	LI	5:38 PM *	EO			
12/17/2006SUN					OT	1	5.00 5.00
	6:00 AM*	LI	11:00 AM *	EO			
12/18/2006MON					REG	1	8.00 11.50
					OT	1	3.50
	7:00 AM*	LI	6:30 PM *	EO			
12/19/2006TUE					REG	1	8.00 11.50
					OT	1	3.50
	7:30 AM*	LI	7:00 PM *	EO			
12/20/2006WED					REG	1	8.00 11.00
					OT	1	3.00
	7:00 AM*	LI	6:00 PM *	EO			
12/21/2006THU					REG	1	8.00 10.00
					OT	1	2.00
	7:30 AM*	LI	5:30 PM *	EO			
12/22/2006FRI					REG	1	8.00 10.17
					OT	1	2.17

Period: From 1/ 1/2006 To 12/31/2006

Time Card Report

1/17/2013 2:38 PM

12/22/2006	FRI	7:35 AM*	LI	5:45 PM *	EO			
12/25/2006	MON					REG	1	8.00 8.00
12/26/2006	TUE	8:00 AM*	LI	4:00 PM *	EO	REG	1	8.00 12.00
						OT	1	4.00
12/27/2006	WED	7:00 AM*	LI	7:00 PM *	EO	REG	1	8.00 10.50
						OT	1	2.50
12/28/2006	THU	7:00 AM*	LI	5:30 PM *	EO	REG	1	8.00 9.67
						OT	1	1.67
12/29/2006	FRI	7:50 AM*	LI	5:30 PM *	EO	REG	1	8.00 9.67
						OT	1	1.67
		7:45 AM*	LI	5:25 PM *	EO			

Department Total:	OFFICE		
		OT	REG
		563.48	2047.73

Employee Total for	DEP. CHARRIEZ, W		
		OT	REG
		563.48	2047.73

Time Card Report

Employee#: 580314593 **DEP. CHARRIEZ, W** **Badge ID#:** 580314593
Department#: 14 **OFFICE**

Date	Day	IN	Code	OUT	Code	Cost Center	Department	Job Class	Pay Z. Cost C.	Hours	Total
12/ 3/2012	MON								REG 1	8.00	11.82
									OT 1	3.82	
		7:36 AM*	LI	7:25 PM *	EO						
12/ 4/2012	TUE								REG 1	8.00	11.70
									OT 1	3.70	
		7:37 AM*	LI	7:19 PM *	EO						
12/ 5/2012	WED								REG 1	8.00	11.62
									OT 1	3.62	
		7:38 AM*	LI	7:15 PM *	EO						
12/ 6/2012	THU								REG 1	8.00	11.65
									OT 1	3.65	
		7:39 AM*	LI	7:18 PM *	EO						
12/ 7/2012	FRI								REG 1	8.00	11.73
									OT 1	3.73	
		7:35 AM*	LI	7:19 PM *	EO						

Department Total: OFFICE
OT 18.52 REG 40.00

Employee Total for DEP. CHARRIEZ, W
OT 18.52 REG 40.00



Intellex Player



Camera: Camera1
Date: 12/03/12
Time: 08:37:32.44
Alarm:

System: INTELLEX2
Print Date: 01/22/13
Print Time: 09:50:45

Intellex Player



Camera: Camera1
Date: 12/03/12
Time: 19:00:21.59
Alarm:

System: INTELLEX2
Print Date: 01/22/13
Print Time: 09:52:57

Intellex Player



Camera: 34
Date: 12/04/12
Time: 08:33:33.07
Alarm: *TUESDAY*

System: INTELLEX1
Print Date: 01/22/13
Print Time: 09:38:01

Intellex Player



Camera: 7

Date: 12/04/12

Time: 18:49:59.19

Alarm:

System: INTELLEX1

Print Date: 01/22/13

Print Time: 09:40:45

Intellex Player



Camera: 34
Date: 12/04/12
Time: 18:57:17.60
Alarm:

System: INTELLEX1
Print Date: 01/22/13
Print Time: 09:44:42

Intellex Player



Camera: 34

Date: 12/05/12

Time: 07:59:42.39

Alarm: *exterior door*

System: INTELLEX1

Print Date: 01/21/13

Print Time: 22:56:53

Intellex Player



Camera: 7
Date: 12/05/12
Time: 19:02:05.15
Alarm:

System: INTELLEX1
Print Date: 01/21/13
Print Time: 22:59:18

Intellex Player



Camera: 34
Date: 12/05/12
Time: 19:05:26.66
Alarm:

System: INTELLEX1
Print Date: 01/21/13
Print Time: 23:00:28

Intellex Player



Camera: 34
Date: 12/06/12
Time: 08:09:14.85
Alarm: Thursday

System: INTELLEX1
Print Date: 01/21/13
Print Time: 22:35:28

Intellex Player



Camera: 7
Date: 12/06/12
Time: 18:30:07.12
Alarm:

System: INTELLEX1
Print Date: 01/21/13
Print Time: 22:49:20

Intellex Player



Camera: 34
Date: 12/06/12
Time: 18:50:07.50
Alarm:

System: INTELLEX1
Print Date: 01/21/13
Print Time: 22:55:17

Intellex Player



Camera: 34
Date: 12/07/12
Time: 07:57:52.75
Alarm:

System: INTELLEX1
Print Date: 01/21/13
Print Time: 22:05:42

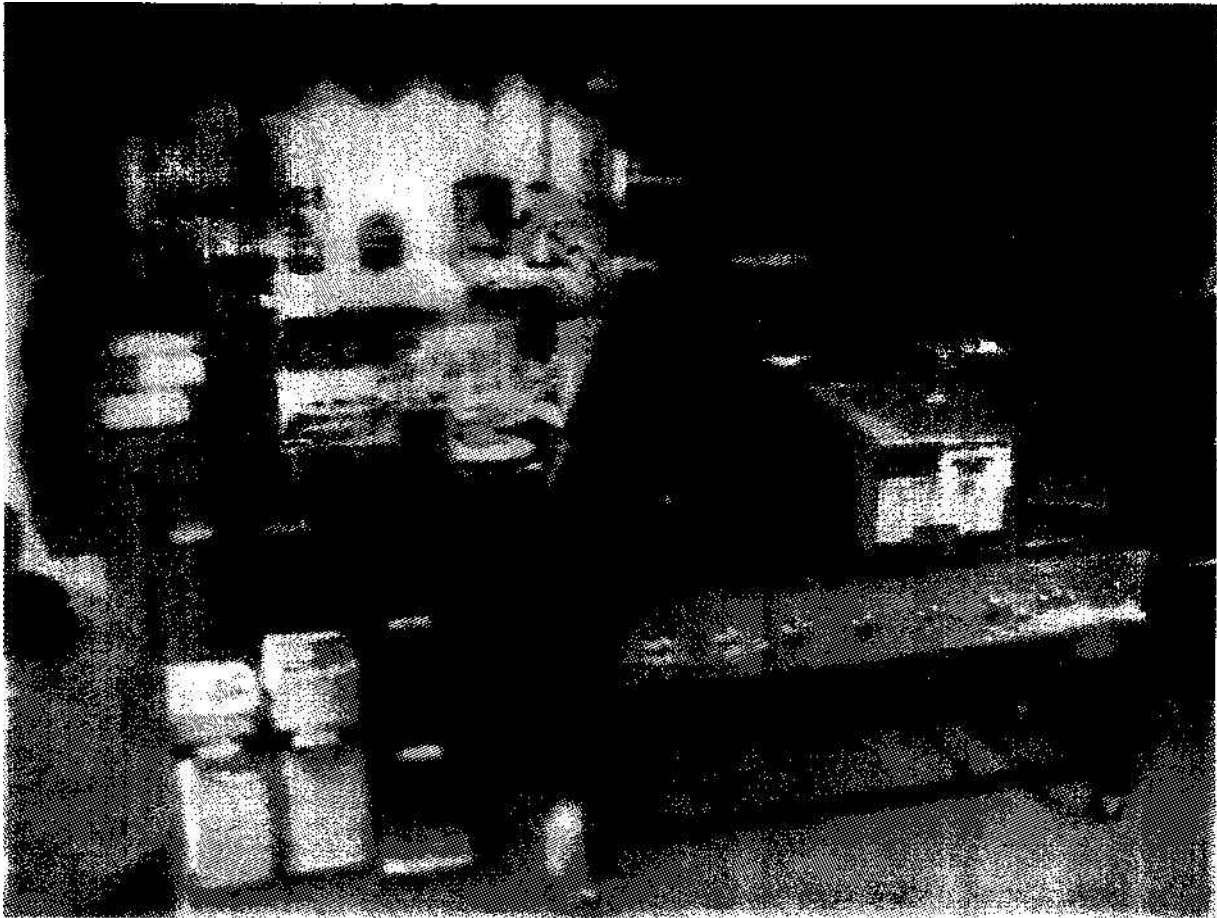
Intellex Player



Camera: 34
Date: 12/07/12
Time: 09:47:21.35
Alarm: FRIDAY

System: INTELLEX1
Print Date: 01/21/13
Print Time: 22:03:39

Intellex Player



Camera: 7
Date: 12/07/12
Time: 17:43:48.39
Alarm:

System: INTELLEX1
Print Date: 01/21/13
Print Time: 22:20:01

Intellex Player



Camera: Camera1
Date: 12/07/12
Time: 17:43:18.91
Alarm:

System: INTELLEX2
Print Date: 01/21/13
Print Time: 22:18:35

Intellex Player



Camera: 34
Date: 12/07/12
Time: 17:54:02.34
Alarm:

System: INTELLEX1
Print Date: 01/21/13
Print Time: 22:22:59

Time Card Report

Employee#: 580314593 **DEP. CHARRIEZ, W** **Badge ID#:** 580314593
Department#: 14 **OFFICE**

Date	Day	IN	Code	OUT	Code	Cost Center	Department	Job Class	Pay Z. Cost C.	Hours	Total
12/10/2012	MON								REG 1	8.00	11.83
		7:40 AM*	LI	7:30 PM *	EO				OT 1	3.83	
12/11/2012	TUE								REG 1	8.00	11.82
		7:36 AM*	LI	7:25 PM *	EO				OT 1	3.82	
12/12/2012	WED								REG 1	8.00	11.62
		7:38 AM*	LI	7:15 PM *	EO				OT 1	3.62	
12/13/2012	THU								REG 1	8.00	11.65
		7:39 AM*	LI	7:18 PM *	EO				OT 1	3.65	
12/14/2012	FRI								REG 1	8.00	11.67
		7:40 AM*	LI	7:20 PM *	EO				OT 1	3.67	

Department Total: OFFICE
OT 18.58 REG 40.00

Employee Total for DEP. CHARRIEZ, W
OT 18.58 REG 40.00

Intellex Player



Camera: 34
Date: 12/10/12
Time: 08:09:30.56
Alarm: *Alarm*

System: INTELLEX1
Print Date: 01/21/13
Print Time: 21:04:22

Intellex Player



Camera: 7
Date: 12/10/12
Time: 18:16:56.43
Alarm:

System: INTELLEX1
Print Date: 01/21/13
Print Time: 21:07:47

Intellex Player



Camera: 34
Date: 12/10/12
Time: 18:34:11.58
Alarm:

System: INTELLEX1
Print Date: 01/21/13
Print Time: 21:53:50

Intellex Player



Camera: 34
Date: 12/11/12
Time: 08:32:02.66
Alarm: Triggered

System: INTELLEX1
Print Date: 01/21/13
Print Time: 20:40:16

Intellex Player



Camera: 34

Date: 12/11/12

Time: 19:22:03.88

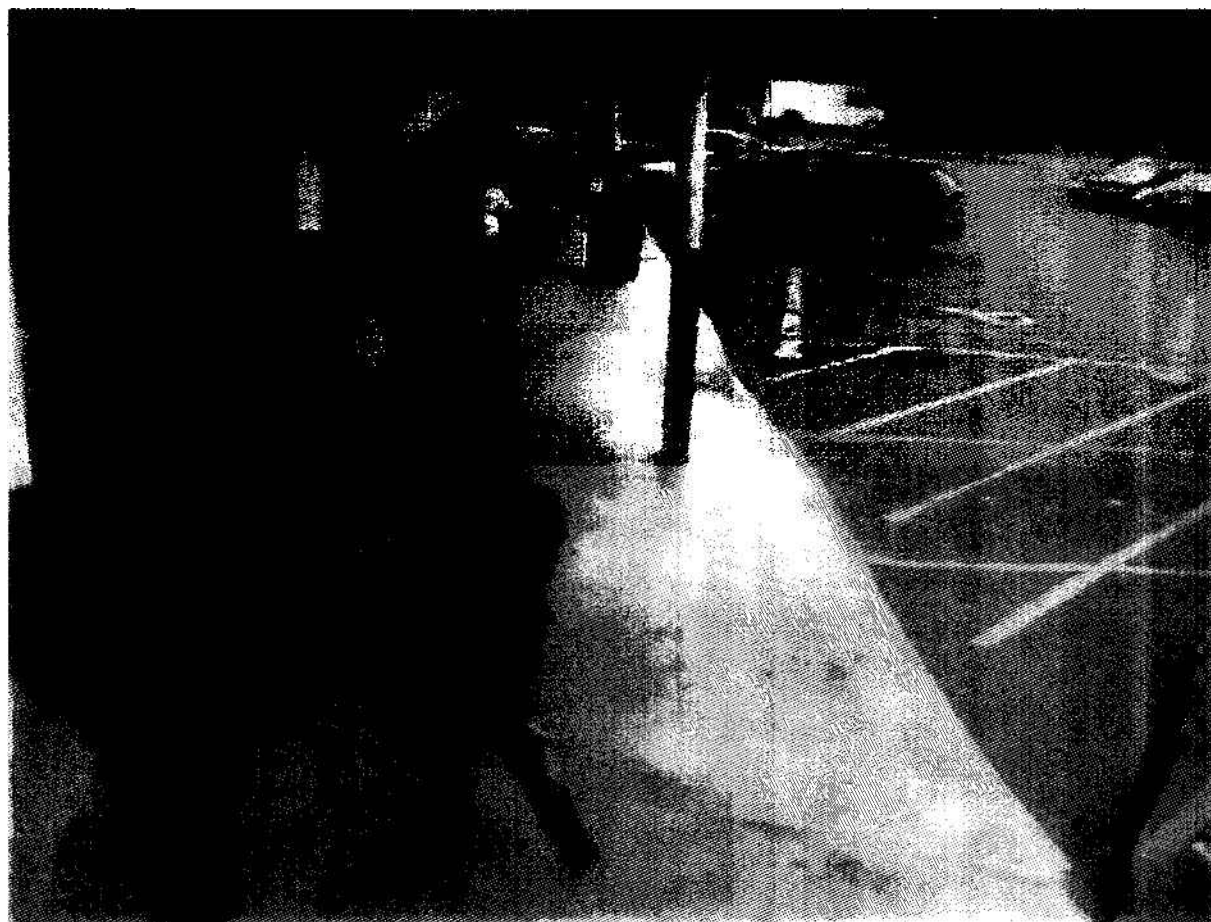
Alarm:

System: INTELLEX1

Print Date: 01/21/13

Print Time: 20:59:25

Intellex Player



Camera: 34
Date: 12/12/12
Time: 08:17:26.78
Alarm: *WEBX ES D-11*

System: INTELLEX1
Print Date: 01/21/13
Print Time: 20:30:23

Intellex Player



Camera: 7
Date: 12/12/12
Time: 18:33:42.27
Alarm:

System: INTELLEX1
Print Date: 01/21/13
Print Time: 20:32:03

Intellex Player



Camera: 34
Date: 12/12/12
Time: 18:43:44.05
Alarm:

System: INTELLEX1
Print Date: 01/21/13
Print Time: 20:37:42

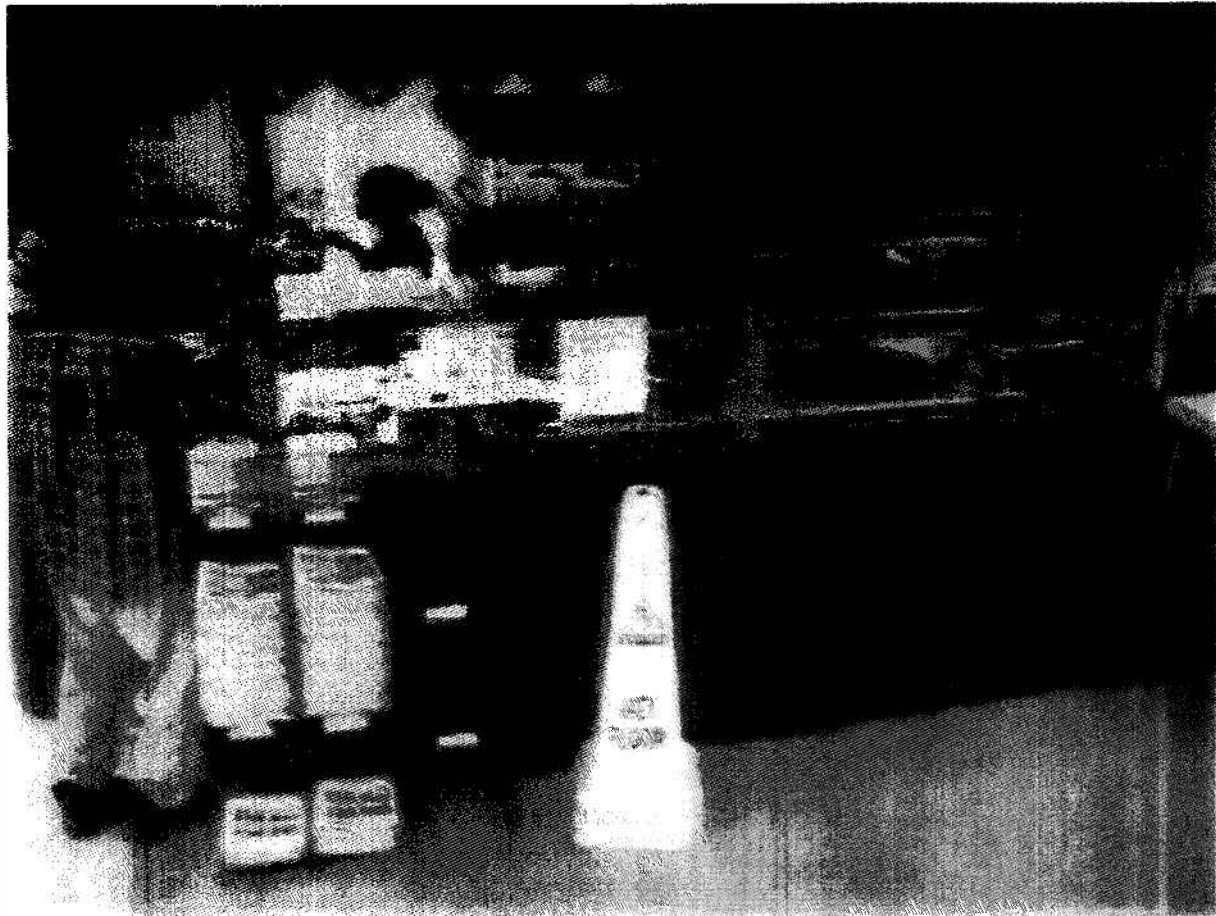
Intellex Player



Camera: 34
Date: 12/13/12
Time: 08:36:05.60
Alarm: *Thru street*

System: INTELLEX1
Print Date: 01/19/13
Print Time: 22:43:38

Intellex Player



Camera: 7
Date: 12/13/12
Time: 18:00:18.73
Alarm: 18:00:18.73

System: INTELLEX1
Print Date: 01/19/13
Print Time: 22:44:58

Intellex Player



Camera: 34
Date: 12/13/12
Time: 18:28:05.04
Alarm:

System: INTELLEX1
Print Date: 01/21/13
Print Time: 20:29:35

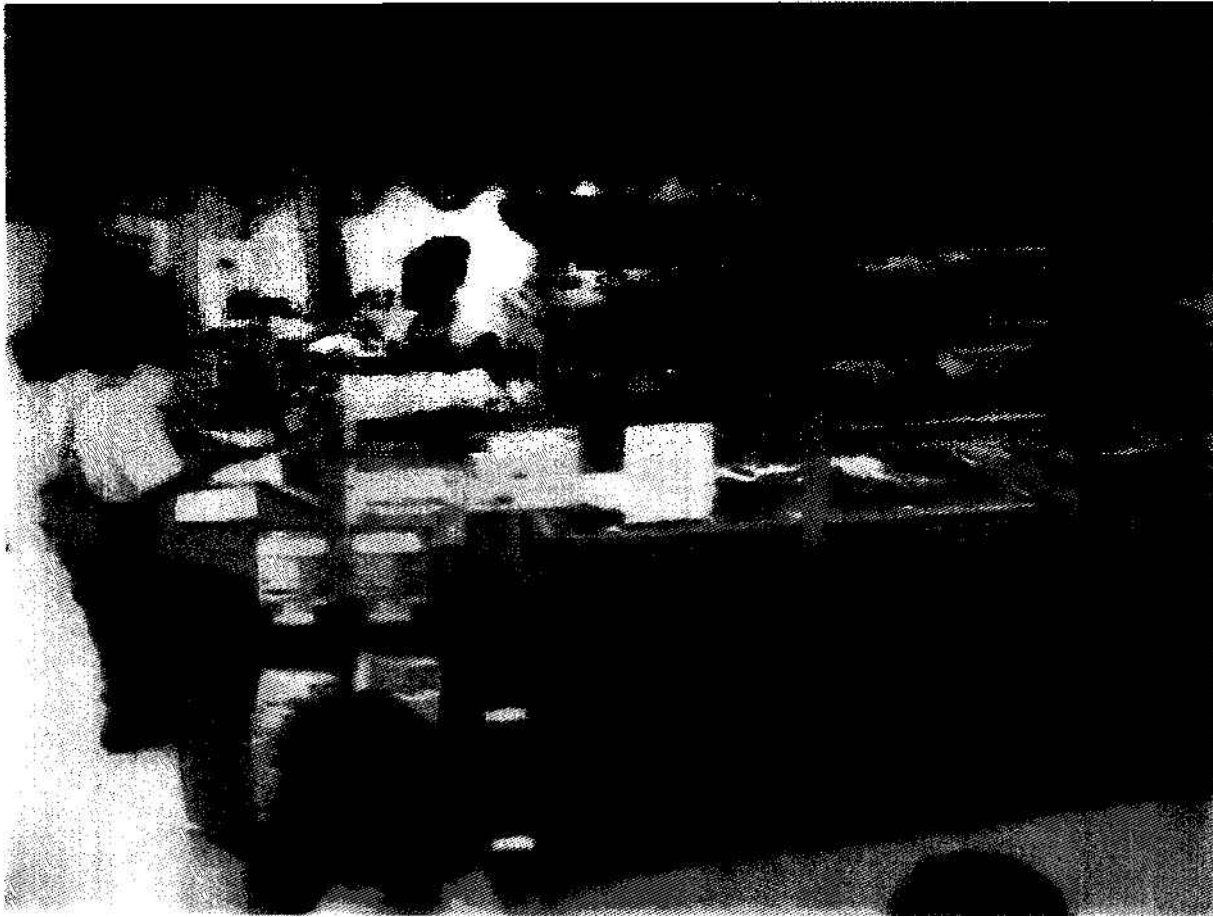
Intellex Player



Camera: 34
Date: 12/14/12
Time: 08:12:01.40
Alarm: FRIDAY

System: INTELLEX1
Print Date: 01/19/13
Print Time: 22:22:39

Intellex Player



Camera: 7
Date: 12/14/12
Time: 18:13:08.24
Alarm:

System: INTELLEX1
Print Date: 01/19/13
Print Time: 22:23:56

Intellex Player



Camera: 34
Date: 12/14/12
Time: 18:32:02.03
Alarm:

System: INTELLEX1
Print Date: 01/19/13
Print Time: 22:40:14

Time Card Report

<i>Employee#:</i>		580314593		<i>DEP. CHARRIEZ, W</i>		<i>Badge ID#:</i>		580314593				
<i>Department#:</i>		14		OFFICE								
<i>Date</i>	<i>Day</i>	<i>IN</i>	<i>Code</i>	<i>OUT</i>	<i>Code</i>	<i>Cost Center</i>	<i>Department</i>	<i>Job Class</i>	<i>Pay Z.</i>	<i>Cost C.</i>	<i>Hours</i>	<i>Total</i>
12/17/2012	MON								REG 1		8.00	11.90
									OT 1		3.90	
		7:36 AM*	LI	7:30 PM *	EO							
12/18/2012	TUE								REG 1		8.00	11.73
									OT 1		3.73	
		7:36 AM*	LI	7:20 PM *	EO							
12/19/2012	WED								REG 1		8.00	11.88
									OT 1		3.88	
		7:32 AM*	LI	7:25 PM *	EO							
12/20/2012	THU								REG 1		8.00	11.92
									OT 1		3.92	
		7:33 AM*	LI	7:28 PM *	EO							
12/21/2012	FRI								REG 1		8.00	11.92
									OT 1		3.92	
		7:35 AM*	LI	7:30 PM *	EO							
Department Total:							OFFICE					
									OT	REG		
									19.35	40.00		
Employee Total for							DEP. CHARRIEZ, W					
									OT	REG		
									19.35	40.00		

Intellex Player



Camera: 34
Date: 12/17/12
Time: 08:25:21.45
Alarm: *mic 5-1*

System: INTELLEX1
Print Date: 01/19/13
Print Time: 22:07:48

Intellex Player



Camera: 7
Date: 12/17/12
Time: 18:12:06.60
Alarm:

System: INTELLEX1
Print Date: 01/19/13
Print Time: 22:09:00

Intellex Player



Camera: 34
Date: 12/17/12
Time: 18:25:09.38
Alarm:

System: INTELLEX1
Print Date: 01/19/13
Print Time: 22:13:07

Intellex Player



Camera: 34
Date: 12/18/12
Time: 08:45:43.55
Alarm: *TUESDAY*

System: INTELLEX1
Print Date: 01/19/13
Print Time: 21:45:24

Intellex Player



Camera: 7
Date: 12/18/12
Time: 18:20:22.11
Alarm: *18:20:22*

System: INTELLEX1
Print Date: 01/19/13
Print Time: 21:46:27

Intellex Player



Camera: 7

Date: 12/18/12

Time: 18:20:35.72

Alarm: REC'D

System: INTELLEX1

Print Date: 01/19/13

Print Time: 21:49:48

Intellex Player



Camera: 34
Date: 12/18/12
Time: 18:40:55.99
Alarm:

System: INTELLEX1
Print Date: 01/19/13
Print Time: 22:05:33

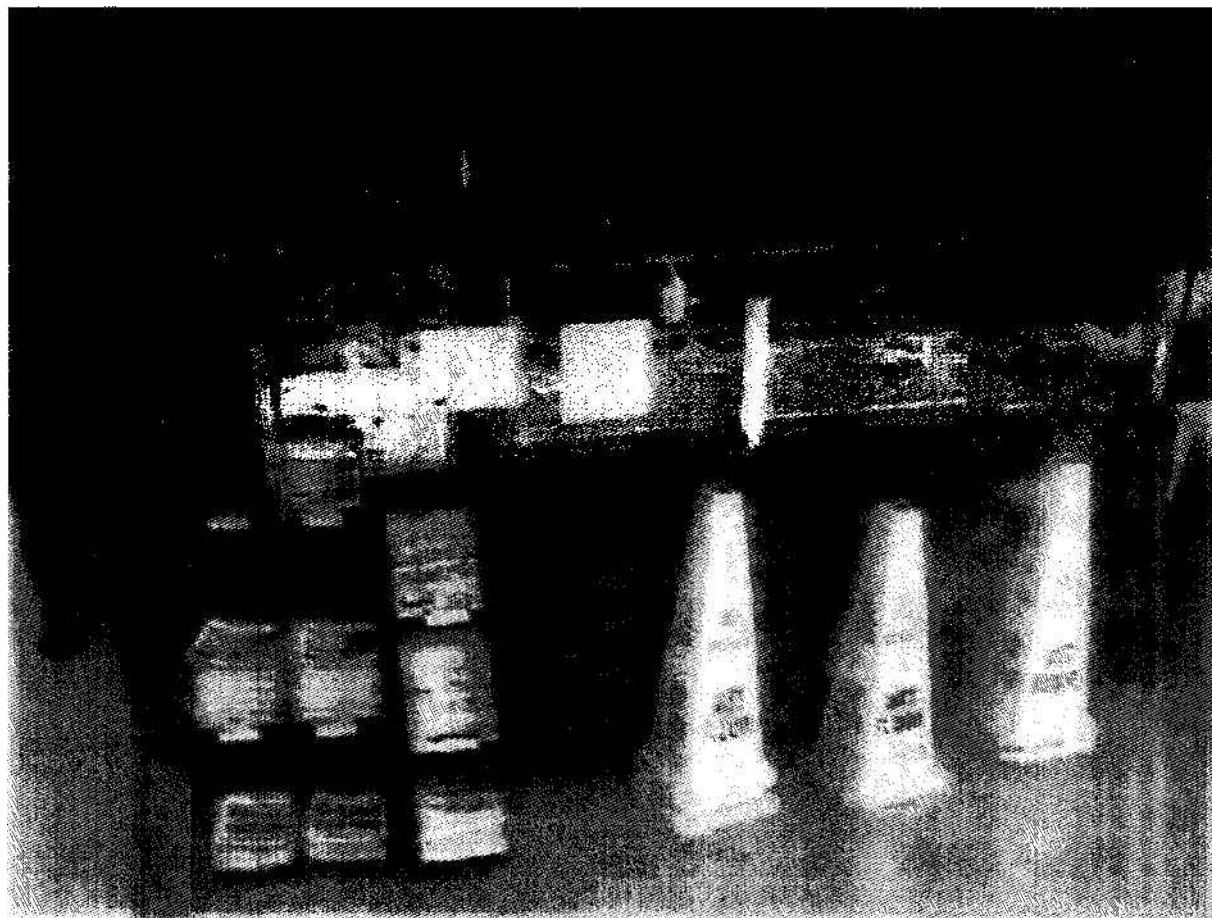
Intellex Player



Camera: 34
Date: 12/19/12
Time: 08:07:48.80
Alarm: WEDNESDAY

System: INTELLEX1
Print Date: 01/19/13
Print Time: 20:16:42

Intellex Player



Camera: 7
Date: 12/19/12
Time: 16:54:40.89
Alarm:

System: INTELLEX1
Print Date: 01/19/13
Print Time: 20:17:48

Intellex Player



Camera: 34
Date: 12/19/12
Time: 17:05:35.92
Alarm: WEDNESDAY

System: INTELLEX1
Print Date: 01/19/13
Print Time: 20:20:58

Intellex Player



Camera: 34
Date: 12/20/12
Time: 08:28:16.52
Alarm: TAMERSON

System: INTELLEX1
Print Date: 01/19/13
Print Time: 19:06:25

Intellex Player



Camera: Camera1
Date: 12/20/12
Time: 18:27:35.10
Alarm:

System: INTELLEX2
Print Date: 01/19/13
Print Time: 19:09:13

Intellex Player



Camera: 7
Date: 12/20/12
Time: 18:28:07.23
Alarm:

System: INTELLEX1
Print Date: 01/19/13
Print Time: 20:15:50

HAMD261375

Intellex Player



Camera: 34
Date: 12/21/12
Time: 10:18:02.76
Alarm: FRIDAY

System: INTELLEX1
Print Date: 01/19/13
Print Time: 17:53:52

Intellex Player



Camera: 34
Date: 12/21/12
Time: 15:13:50.20
Alarm: FRIDAY

System: INTELLEX1
Print Date: 01/19/13
Print Time: 18:05:33

Time Card Report

<i>Employee#:</i>		580314593		<i>DEP. CHARRIEZ, W</i>		<i>Badge ID#:</i>		580314593			
<i>Department#:</i>		14		OFFICE							
Date	Day	IN	Code	OUT	Code	Cost Center	Department	Job Class	Pay Z. Cost C.	Hours	Total
12/24/2012	MON								REG 1	8.00	11.25
									OT 1	3.25	
		7:45 AM*	LI	7:00 PM *	EO						
12/25/2012	TUE								REG 1	8.00	8.00
		8:00 AM*	LI	4:00 PM *	EO						
12/26/2012	WED								REG 1	8.00	11.92
									OT 1	3.92	
		7:35 AM*	LI	7:30 PM *	EO						
12/27/2012	THU								REG 1	8.00	11.92
									OT 1	3.92	
		7:40 AM*	LI	7:35 PM *	EO						
12/28/2012	FRI								REG 1	8.00	12.42
									OT 1	4.42	
		7:35 AM*	LI	8:00 PM *	EO						
Department Total:								OFFICE			
									OT	REG	
									15.50	40.00	
Employee Total for								DEP. CHARRIEZ, W			
									OT	REG	
									15.50	40.00	

Intellex Player



Camera: 34
Date: 12/24/12
Time: 08:21:16.79
Alarm: *MONDAY*

System: INTELLEX1
Print Date: 01/19/13
Print Time: 17:18:12

Intellex Player



Camera: Camera1
Date: 12/24/12
Time: 18:12:30.11
Alarm:

System: INTELLEX2
Print Date: 01/19/13
Print Time: 17:41:09

Intellex Player



Camera: 34
Date: 12/24/12
Time: 18:15:29.96
Alarm:

System: INTELLEX1
Print Date: 01/19/13
Print Time: 17:49:59

Intellex Player



Camera: 34
Date: 12/26/12
Time: 08:41:40.75
Alarm: WEDNESDAY

System: INTELLEX1
Print Date: 01/19/13
Print Time: 17:10:04

Intellex Player



Camera: 7
Date: 12/26/12
Time: 19:14:45.63
Alarm: LOW BATTERY

System: INTELLEX1
Print Date: 01/19/13
Print Time: 17:13:15

Intellex Player



Camera: 34
Date: 12/26/12
Time: 19:15:05.76
Alarm: 09:15:05.76

System: INTELLEX1
Print Date: 01/19/13
Print Time: 17:13:53

Intellex Player



Camera: 34
Date: 12/27/12
Time: 08:43:03.45
Alarm: THURSDAY

System: INTELLEX1
Print Date: 01/19/13
Print Time: 16:54:17

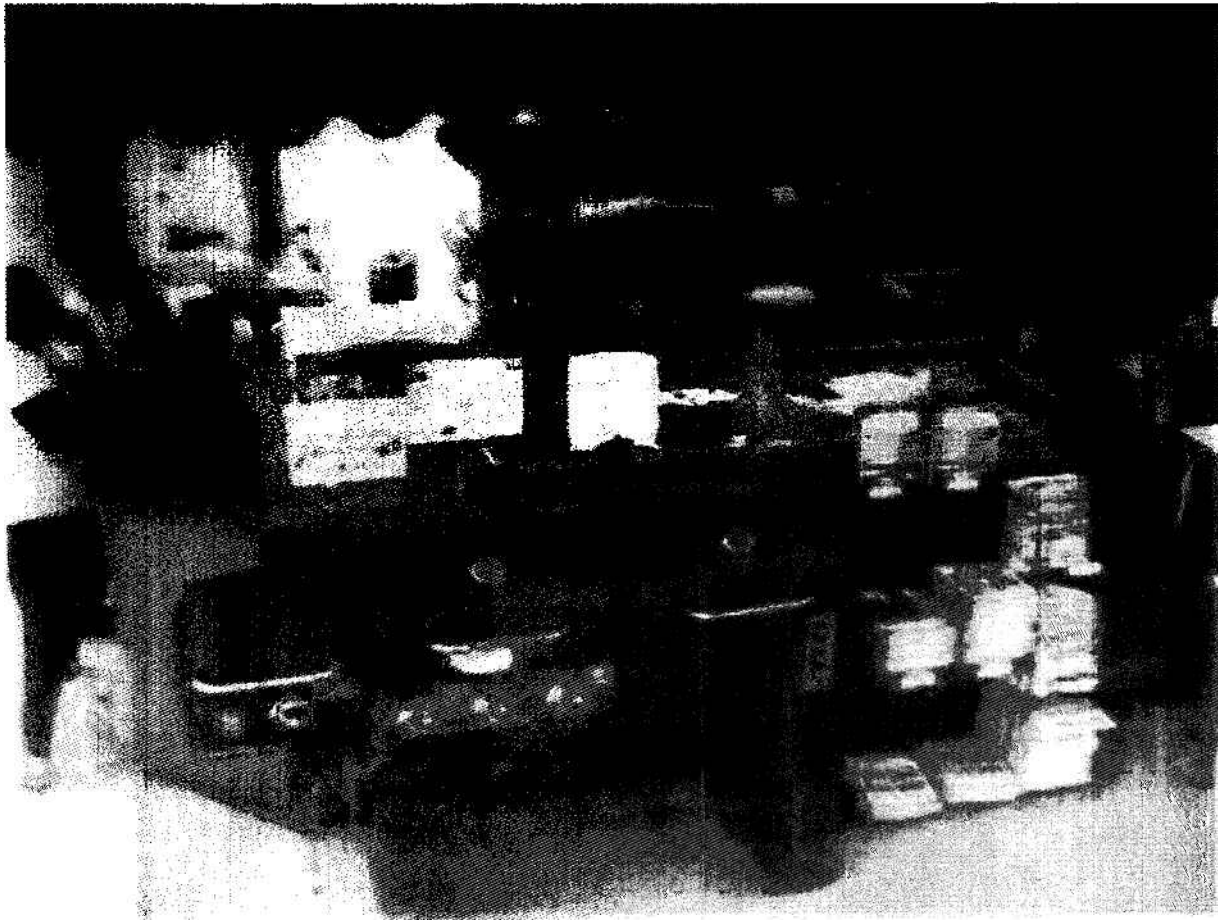
Intellex Player



Camera: Camera1
Date: 12/27/12
Time: 18:43:24.75
Alarm: NO ALARM

System: INTELLEX2
Print Date: 01/19/13
Print Time: 16:57:14

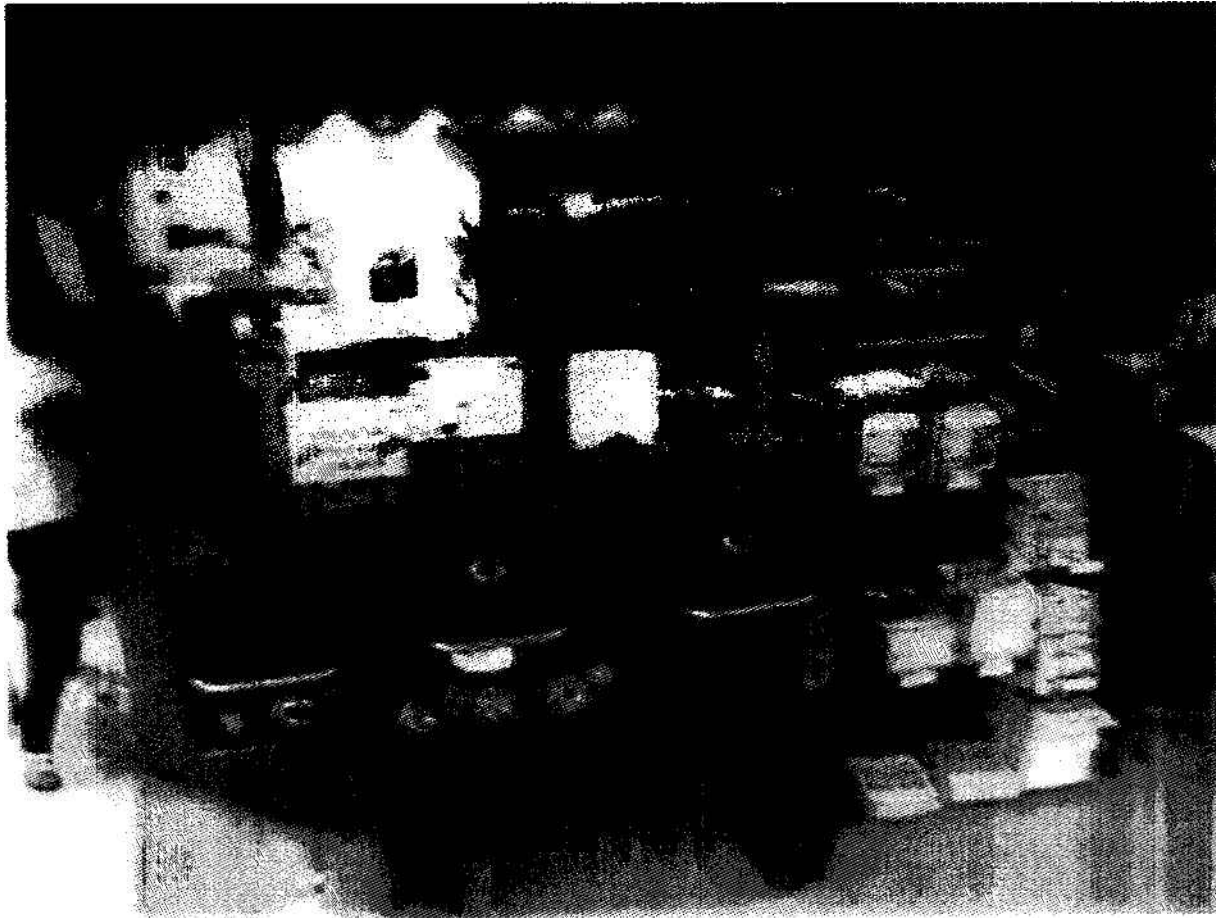
Intellex Player



Camera: 7
Date: 12/27/12
Time: 19:02:53.65
Alarm:

System: INTELLEX1
Print Date: 01/19/13
Print Time: 17:01:27

Intellex Player



Camera: 7
Date: 12/27/12
Time: 19:03:49.07
Alarm:

System: INTELLEX1
Print Date: 01/19/13
Print Time: 17:02:29

Intellex Player



Camera: 34
Date: 12/27/12
Time: 19:05:08.30
Alarm:

System: INTELLEX1
Print Date: 01/19/13
Print Time: 17:04:57

Intellex Player



Camera: 34
Date: 12/28/12
Time: 09:43:49.42
Alarm: FRIDAY

System: INTELLEX1
Print Date: 01/19/13
Print Time: 15:55:26

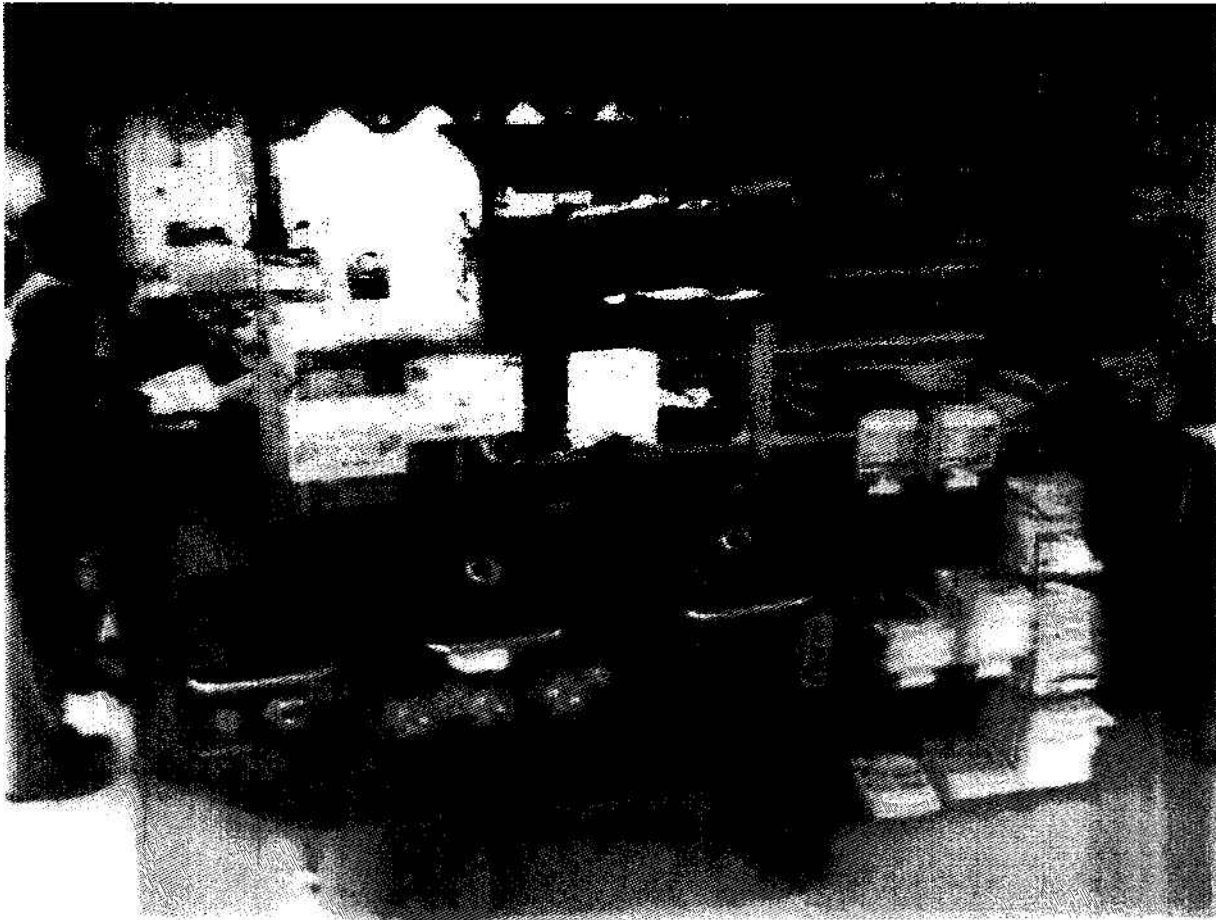
Intellex Player



Camera: 7
Date: 12/28/12
Time: 09:44:03.46
Alarm: *FOUR*

System: INTELLEX1
Print Date: 01/19/13
Print Time: 15:56:11

Intellex Player



Camera: 7
Date: 12/28/12
Time: 19:44:51.68
Alarm: 1-2 Dry

System: INTELLEX1
Print Date: 01/19/13
Print Time: 15:57:45

Intellex Player



Camera: 34
Date: 12/28/12
Time: 20:04:22.45
Alarm:

System: INTELLEX1
Print Date: 01/19/13
Print Time: 16:50:53

Time Card Report

Employee#: 580314593 **DEP. CHARRIEZ, W** **Badge ID#:** 580314593
Department#: 14 **OFFICE**

Date	Day	IN	Code	OUT	Code	Cost Center	Department	Job Class	Pay Z.			
									Cost C.	Hours	Total	
12/31/2012	MON								REG	1	8.00	9.50
									OT	1	1.50	
		8:00 AM*	LI	5:30 PM *	EO							
1/1/2013	TUE								REG	1	8.00	10.42
									OT	1	2.42	
		7:35 AM*	LI	6:00 PM *	EO							
1/2/2013	WED								REG	1	8.00	11.90
									OT	1	3.90	
		7:35 AM*	LI	6:00 PM *	EO							
1/3/2013	THU								REG	1	8.00	11.87
									OT	1	3.87	
		7:36 AM*	LI	7:30 PM *	EO							
1/4/2013	FRI								REG	1	8.00	11.92
									OT	1	3.92	
		7:38 AM*	LI	7:30 PM *	EO							
		7:35 AM*	LI	7:30 PM *	EO							

Department Total:	OFFICE		
		OT	REG
		15.60	40.00

Employee Total for	DEP. CHARRIEZ, W		
		OT	REG
		15.60	40.00

Intellex Player



Camera: 7
Date: 12/31/12
Time: 08:21:27.43
Alarm: *MONDAY*

System: INTELLEX1
Print Date: 01/19/13
Print Time: 15:25:38

Intellex Player



Camera: 7
Date: 12/31/12
Time: 16:16:07.66
Alarm: *MONDAY*

System: INTELLEX1
Print Date: 01/19/13
Print Time: 15:49:49

Intellex Player



Camera: 34
Date: 12/31/12
Time: 16:40:36.71
Alarm: *MUNDAY*

System: INTELLEX1
Print Date: 01/19/13
Print Time: 15:46:23

PLAZA EXTRA

4C & 4D ESTATE SION FARM
CHRISTIANSTED, ST. CROIX,
U.S. VIRGIN ISLANDS 00821

TO: ALL EMPLOYEES

FROM: MANAGEMENT

SUBJECT: RULES AND REGULATIONS OF PLAZA EXTRA
REVISED 07/22/97

INTRODUCTION: WELCOME ABOARD

When you have a group of people working together, rules and regulations of conduct and guide lines should be adopted so each person knows their responsibility to his/her job and their co-worker. In our organization each and everyone of us is responsible to maintain, at all times the highest level of conduct, performance and efficiency on the job. We should recognize our responsibility to our co-workers and our Company. Each employee should maintain the highest level of conduct on and off the premises. Your improper conduct could result in disciplinary action of dismissal from your job.

EXAMPLE OF IMPROPER CONDUCT:

- A. Giving false information to the company about yourself.
- B. Taking document or any other material off the Company premises, without authorization from the Company.
- C. Revealing any document that belongs or pertains to PLAZA EXTRA.

PLEASE BE ADVISED THAT THESE RULES AND REGULATIONS WILL BE STRICTLY ENFORCED, AND ANYONE FOUND IN VIOLATION WILL BE SUBJECT TO IMMEDIATE DISMISSAL.

Rule #1: Good housekeeping is important to accident prevention. Keep your immediate work area clean so that you will not cause injury to yourself or others.



Rule #2: When you see a spill, broken glass bottle or any kind of material on the floor, you must alert all customers and employees about the unsafe condition of that area.

Do not leave the area, call for help to clean up the area, place a Wet Floor sign. Mop up, sweep up, clean up do whatever nessecary to make the area safe. Make sure the area is dry and everything is back in order before leaving.

Rule #3: Report all accidents promptly that occur on the job or on the Company's Premises. This should be done whether or not any injury or damage results from the accident.

Rule #4: Every employee must pick up any object that's on the floor or in the wrong isle, like paper, can, bottle, box or a carton of any kind.

Rule #5: Please observe all signs:

1: EMERGENCY EXIT

2: FIRE EXTINGUISHER

3: DO NOT BLOCK, etc.

Rule #6: No employee is to leave the premises after they have punched in to work, unless authorization by the general Manager.

Rule #7: Everyone is expected to follow their schedule time. No employee is to change their time or date that they are scheduled. No change will be made with the schedule unless there is an emergency and is approved by management.

Rule #8: No employee is to use any foul language to any member of management or their co-workers or customers.

Rule #9: Insubordination: No employee should refuse any reasonable order by Supervisor or Management.

- Rule #10:** No discounts, price change or free merchandise be given to anyone. Proper authorization must be obtained from management.
- Rule #11:** Promptness, Attendance, Efficiency, Performance and good attitude is a requirement for continued employment. (Keep your mind on the work being performed.)
- Rule #12:** If you are absent from work in excess of (3) days within one month without a valid excuse or a doctor's note you will be dismissed.
- Rule #13:** An employee that comes to work late must have a valid excuse. Any employee that comes to work late will be written up . Every (2) tardiness will equal one absence. Six tardiness within a month will result in immediate dismissal.
- Rule #14:** You should notify your supervisor/management at least (4) hours or more in advance if you plan to be out for any valid reason.
- Rule #15:** No employee is to fight on the job or threaten any member of management , fellow employee or customers.
- Rule #16:** Every employee is given a half hour or a full hour for lunch after (6) hours of work. You must punch out for lunch. Lunch hour is to be spent in the designated area in the store Lunch Room.
- Rule #17:** Any employee found cheating on their Time Card will be immediately dismissed.
- Rule #18:** Time Cards must be punched immediately after you have been relieved of your duties.
- Rule #19:** All employees are expected to leave the premises within (15) minutes of your punched out time, unless you are doing your personal shopping.
- Rule #20:** Do not wander around the store and out of your work area. Stay within your prescribed work area.

- Rule #21:** All employees must park their vehicle in the designated parking space. All front, second and third row parking spaces in front of the Plaza Extra building must be reserved for customers.
- Rule #22:** No employee is to come to work under the influence of drugs or alcohol . Any employee believed to be under the influence would be subjected to drug test and if you refuse you will be dismissed
- Rule #23:** Any employee found stealing will be subjected to arrest and will be immediately dismissed.
- Rule #24 :** No eating allowed unless in authorized area. Absolutely no eating or drinking, or reading at the cash register or Front End, Stock Room, Meat Department, Deli Department, Sea Food Department, Pharmacy, Bakery, Dairy and Produce.
- Rule #25:** Any employee that has a problem with anything or anyone must report to their supervisor. If the supervisor cannot help you then report to the the General Manager.
- Rule #26:** If you feel that your supervisor is picking or harassing you and it hampers the performance of your job, you must report it to the General Manager. If the General Manager cannot help you, then you should make an appointment to see the owners.
- Rule #27:** No excess talking while working in any department.
- Rule #28:** Do not start your shift unless your are in uniform.
- Rule #29:** No horseplay, practical jokes, wrestling, throwing things, or running on Company's premises will be tolerated, as they can cause serious injuries.
- Rule #30:** Any merchandise that is ruined or damage by personnel caused by carelessness or horseplay must be paid for by those employees involved.
- Rule #31:** No employee is to take any merchandise unless authorized by management.

- Rule #32:** All employees bags, handbags, plastic bags, and duffle bags are to be kept at the Service Desk or in the lockers.
- Rule #33:** All employees are to keep receipts of merchandise purchased for personal consumption as proof of purchase.
- Rule #34:** It is Company Policy that Management at Plaza Extra reserve the right to search bags and hand bags of any employee at anytime without prior notice.
- Rule #35:** Absolutely no shopping while on working hours unless authorized by Management. If you are on lunch hour, any merchandise purchased must be kept at the Service Desk.
- Rule #34:** Only authorized employees are allowed to operate forklifts.
- Rule #35:** Absolutely no "smoking " is permitted in the warehouse or anywhere in the store by any employee. Smoking is only permitted in designated areas.
- Rule #36:** It is the responsibility of all Management and all employees of Plaza Extra to look out for the best interest of the Company.
- A:** Do not allow any customers to come into the store take empty grocery bags.
- B:** If you see anyone eating merchandise in the store, notify Management.
- C:** If you see anyone hiding merchandise in the store, notify Management.
- D:** Any suspicious action by a customer, or employee , notify Management.
- Rule #37:** Absolutely NO personal telephone calls unless it is an emergency and is authorized by management.
- Rule #38:** Don't put whole boxes in the trash compactor. Break the boxes down then put them in. Whole boxes in the compactor will cause damage to the unit.

Rule #39: DRESS CODE FOR EMPLOYEES AS FOLLOWS:

- A: Always dress appropriately when coming to work. No excessive Makeup or Jewelry.**
- B: No employee is to wear slippers to work.**
- C: No employee will be permitted to work in sleeveless shirts or tank tops.**
- D: No Employee will be permitted to work in short skirts or short pants that are higher than the knees.**
- E: There will be no hat wearing on the floor except for authorized employees and shirt tails must be tucked in.**

Rule #40: TO BAKERY AND DELI DEPARTMENTS;

- A: Employees in this particular departments are to wear white tops, white pants, or white shirts.**
- B: No employee should report to work in shorts, mini skirts, tank tops, and sleeveless shirts.**
- C: Employees must wear shoes with rubber soles.**
- D: Employees must wear hats, or hair nets.**

Rule #41: TO CASHIERS:

- A: No Excessive talking to each other while waiting on the customers, the customers deserve your full attention there's no reason to hold them up.**
- B: Do not leave your register unless approved by the Front End Manager.**
- C: You must notify your Front End Manager at least (4) hours in or more in advance if you plan to be out for any valid reason.**
- D: Absolutely no eating, drinking or reading at the register or the Front End.**
- E: No family member are allowed to cash at your register. Always send them to another cashier.**
- F: Courtesy and Service is our first priority, when a customer needs your assistance make sure they get your full attention.**
- G: No customer should scan his/her own groceries.**
- H: When customer is purchasing with a check, they are not allow to write the check for over the amount of purchase unless approved by supervisor.**
- I: Always double check your money when receiving, and when giving back change.**
- J: Always leave your purse at the Service Desk.**
- K: Do not put or take anything in your pocket while you are at the register.**
- L: Be polite to the customers and always say Thank You for shopping at Plaza Extra.**
- M: When your petty is rechecked and there is a shortage of more than \$4.95, the first time you will pay it back, If it happens again you will get a written warning and you will pay back. The third time will result in termination.**

- N. Do not sell alcohol or tobacco products to minors. ASK FOR ID.
- O. You must follow all WIC Program and the Food Stamp Program guidelines.

Rule #42: Health Card must be obtained when requested.

Rule #43: CUSTOMERS ARE ALWAYS RIGHT!
Service is the #1 priority to them. We must provide them with the best service, highest quality and a courteous pleasant attitude.

Rule #45: "Customer Service" must be #1 on your list.
Ways to Superior Customer Service

- A: Greet every customer throughout the store
- B: Smile and say Hi, with customers and associates.
- C: Clean store environment make your customers first impression the best.
- D: Ask your customers if they need further assistance today.
- E: Take your customer to the merchandise, when asked for merchandise location and directions.
- F: Say thank you for shopping at Plaza Extra at the closing of every sale.

THESE RULES AND REGULATIONS ARE DESIGNED TO HELP YOU CARRY OUT YOUR FUNCTION OF YOUR JOB. IF YOU FOLLOW THESE GUIDELINES AND RULES THEN THIS WILL BE THE IDEAL PLACE TO WORK WITH RESPECT FOR ALL.

I HAVE READ AND UNDERSTOOD THE RULES AND REGULATIONS. I HEREBY AGREE TO ABIDE BY THEM IN ORDER TO CONTINUE EMPLOYMENT WITH PLAZA EXTRA.

SIGNATURE: Zeboda E. Chaniz
DATE: 11/7/98

THANK YOU FOR YOUR COOPERATION AND UNDERSTANDING.

To: All Employees

From: Management

I, Uddha E. Chariez HERE BY AGREE AND UNDERSTAND THAT I WILL BE ABLE TO WORK THE HOURS THAT I AM SCHEDULED TO WORK. THIS MEANS THAT I AGREE TO WORK UNDER CIRCUMSTANCES WHERE AS BABYSITTING, TRANSPORTATION, OR ANY OTHER CHILD RELATED PROBLEMS MAY OCCUR.

PLEASE NOTE THAT IF YOU ARE IN VIOLATION TO THIS AGREEMENT IT COULD POSSIBLY LEAD TO IMMEDIATE DISMISSAL.

BELOW REQUIRES YOU'RE SIGNATURE PROVIDING THAT YOU AGREE AND UNDERSTAND THIS AGREEMNET.

EMPLOYEE SIGNATURE: Uddha E. Chariez

TO ALL EMPLOYEES:

TO HELP CONTROL "OUT OF DATE" AND "FINES":

Any employee that is responsible for putting out merchandise will be held responsible for the dates on their merchandise.

At anytime an outdated item is found by the consumer Department or by a customer, the employee that worked in the area will be held responsible for any fine that is brought upon the company.

If it cannot be determined who put out that merchandise in that department the Supervisor will be held responsible for the fine.

The employee will not be allowed to work until the fine has been paid.

Thank You
Management

EMPLOYEE SIGNATURE

Wadda E. Chmiej

TO ALL PLAZA EXTRA EMPLOYEES:

The security films, report and files belong to PLAZA EXTRA and are not to be made public or any portion thereof removed from the premises without full acknowledgment and consent of management. Moreover, employees are not to discuss security matters with the public without full acknowledgment and consent of management.

Any employee who violates this policy will be subject to disciplinary action or termination.

PLAZA EXTRA MANAGEMENT

EMPLOYEE SIGNATURE: Wadda E. Charney

REMINDER

A CUSTOMER IS THE MOST IMPORTANT VISITOR ON OUR PREMISES.

HE IS NOT DEPENDENT ON US WE ARE DEPENDENT ON HIM.

HE IS NOT AN INTERRUPTION OF OUR WORK.

HE IS THE PURPOSE OF IT.

HE IS NOT AN OUTSIDER ON OUR BUSINESS.

HE IS A PART OF IT.

WE ARE NOT DOING HIM A FAVOR BY SERVING HIM.

HE IS DOING US A FAVOR BY GIVING US AN

OPPORTUNITY TO DO SO.

BY: MAHATMA GHANDI

Plaza Extra

P.O. Box 763, 4C & D Sion Farm
Christiansted, St. Croix, US Virgin Islands 00821-0763
Telephone: (340) 778-6240 Fax: (340) 778-1200

Employee Name: Wadda E. Charnie Date: 1/2/98

I am fully aware that there is a 90 days probation period from the time that I am hired.

I will be considered an employee of Plaza Extra as per my performance and capability on the job.

I understand that I can be terminated without any questions during the probation period.

Signature: Wadda E. Charnie