

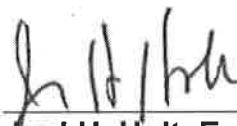
IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS
DIVISION OF ST. CROIX

MOHAMMAD HAMED, by his)
authorized agent WALEED HAMED,)
)
) *Plaintiff/Counterclaim Defendant,*)
)
vs.) **CIVIL NO. SX-12-CV-370**
)
)
FATHI YUSUF and)
UNITED CORPORATION,)
)
) *Defendants/Counterclaimants,*)
)
vs.) **ACTION FOR DAMAGES,**
) **INJUNCTIVE RELIEF AND**
) **DECLARATORY RELIEF**
)
) **JURY TRIAL DEMANDED**
)
)
WALEED HAMED, WAHEED)
HAMED, MUFEED HAMED,)
HISHAM HAMED,)
and PLESSEN ENTERPRISES, INC.,)
)
)
Counterclaim Defendants.)

NOTICE OF FILING

Comes now the plaintiff and hereby gives notice of filing his Ninth Supplemental Rule 26 Self Disclosures.

Dated: May 13, 2014



Joel H. Holt, Esq.
Counsel for Mohammad Hamed
Law Offices of Joel H. Holt
2132 Company Street,
Christiansted, VI 00820
Email: holtvi@aol.com

Carl J. Hartmann III, Esq.
Counsel for Waheed Hamed
5000 Estate Coakley Bay, L-6
Christiansted, VI 00820
Telephone: (340) 719-8941
Email: carl@carlhartmann.com

CERTIFICATE OF SERVICE

I hereby certify that on this 13th day of May, 2014, I served a copy of the foregoing Motion by email, as agreed by the parties, on:

Nizar A. DeWood

The DeWood Law Firm
2006 Eastern Suburb, Suite 101
Christiansted, VI 00820
dewoodlaw@gmail.com

Gregory H. Hodges

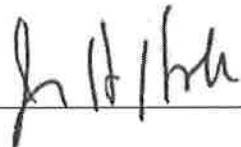
Law House, 10000 Frederiksberg Gade
P.O. Box 756
ST.Thomas,VI 00802
ghodges@dtflaw.com

Mark W. Eckard

Eckard, P.C.
P.O. Box 24849
Christiansted, VI 00824
Email: mark@markeckard.com

Jeffrey B. C. Moorhead

1132 King Street
Christiansted, VI 00820
email : jeffreymlaw@yahoo.com



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MOHAMMAD HAMED, by his
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Plaintiff/Counterclaim Defendant,

vs.

FATHI YUSUF and
UNITED CORPORATION,

Defendants/Counterclaimants,

vs.

WALEED HAMED, WAHEED
HAMED, MUFEED HAMED,
HISHAM HAMED,
and PLESSEN ENTERPRISES, INC.,

Counterclaim Defendants.

CIVIL NO. SX-12-CV-370

ACTION FOR DAMAGES,
INJUNCTIVE RELIEF AND
DECLARATORY RELIEF

JURY TRIAL DEMANDED

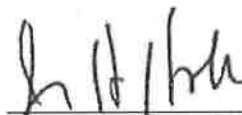
PLAINTIFF HAMED'S NINTH SUPPLEMENTAL RULE 26 DISCLOSURES

Comes now Mohammad Hamed, by counsel, pursuant to Rule 26(a)(1)
and hereby files his Ninth Supplemental Disclosures as follows:

DOCUMENTS:

- Recorded Memorandum of Commercial Lease – 4 pages

Dated: May 13, 2014



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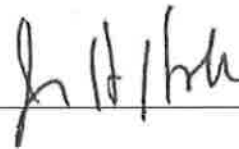
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1563066
Atty. HOLT

JOEL H. HOLT, ESQ. P.C.

2132 Company Street, Suite 2
Christiansted, St. Croix
U.S. Virgin Islands 00820

Tele. (340) 773-8709
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E-mail: holtvi@aol.com

April 30, 2014

To: Office of the Recorders
Fr: Joel H. Holt
Re: Parcel No 14 Estate Plessen

Please record the attached Memorandum of Commercial Lease against the following property:

Parcel No. 14 Estate Plessen, Prince Quarter, St. Croix, U.S.
Virgin Islands

MEMORANDUM OF COMMERCIAL LEASE

The parties hereto hereby give notice that they have entered into a LEASE effective April 29, 2014, by and between **Plessen Enterprises, Inc.**, (herein "Landlord") and **KAC357, Inc.** (herein "Tenant") (sometimes hereinafter individually referred to as a "Party" or collectively referred to as the "Parties") and hereby record this Memorandum of Lease to put all third parties on notice to this lease agreement as follows:

1.0 **PREMISES.** In consideration of the rents to be paid and the covenants and agreements to be performed by the Parties, Landlord has leased to Tenant, and Tenant has leased from Landlord the following described property:

The portion of Parcel No. 14 Estate Plessen where the existing Plaza Extra West Supermarket is located, including the building, all parking areas, ingress and egress access driveways, sufficient land to maintain the outer portions of the building (25 feet from the sides of the building as noted in the attached drawing) and all loading areas as used for the existing building, as depicted on the plot map and Google earth map attached as **Group Exhibit A** attached. Additionally, all areas used for utility lines of any kind whatsoever to service the existing building shall be included in the lease,

together with all the buildings and improvements thereon (which buildings and improvements and any additions, alterations or improvements thereto after the commencement of the Term are collectively the "Improvements") all of which are collectively sometimes referred to as the "Premises." Tenant acknowledges that Tenant has examined the Premises, and knows the condition thereof, and no representations as to the condition or state of repairs thereof have been made by Landlord or its agents that are not set forth in this Lease. Tenant is leasing the Premises "AS IS", "WHERE IS", WITH ALL FAULTS AND DEFECTS WHETHER LATENT OR APPARENT. Tenant acknowledges and agrees that, except as may be specifically set forth in this Lease, Landlord (and/or any employee or agent of Landlord) has not made and does not make, and Landlord specifically disclaims, any representations, warranties, promises, guarantees, covenants, or agreements of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to the condition of the Premises. Tenant acknowledges that Tenant is relying solely on Tenant's own inspection, examination, research, tests, investigation and other acts of due diligence concerning the Property and not on any information provided or to be provided by Landlord. Tenant's occupancy of the Premises acknowledges Tenant's acceptance of the Premises in their present condition.

2.0 **TERM**

2.1 . Term: The term of this lease is 10 years ("Term"). The Term is further subject to the renewal options set forth herein.

2.2 Renewal Options: Subject to the terms of the lease, Tenant may elect to renew this lease for a term of ten (10) years for the first option period and another 10 years thereafter for the second option period. In order to exercise said renewal option, Lessee shall give Lessor written notice of Lessee's intention to renew no later than 6 months prior to the expiration of the current lease period that it has exercised said option.

3.0 USE: It is understood and agreed between the Parties that the Premises shall be used and occupied for any commercial purpose, including but not limited to, a supermarket.

WITNESSES







LANDLORD:
PLESSEN ENTERPRISES, INC.


By: Mohammad Hamed, President

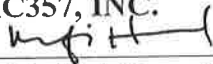
Dated: 4/30/14

WITNESSES:





TENANT:
KAC357, INC.


By: Mufeed Hamed, President

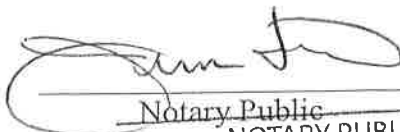
Dated: 4/25/14

ACKNOWLEDGMENT

TERRITORY OF THE VIRGIN ISLANDS)
DISTRICT OF ST. CROIX)

ss:

On this 30th day of April, 2014, before me came and personally appeared, Mohammad Hamed, the President of **PLESSEN ENTERPRISES, INC.** to me known and known to me to be the individual described in and who executed the foregoing instrument, and they acknowledged that they signed the same freely and voluntarily for the purposes therein contained.



Notary Public
NOTARY PUBLIC
JERRI FARRANTE
Commission Exp: August 26, 2015
NP 078-11

Memorandum of Commercial Lease
Plessen Enterprises, Inc. to KAC357, Inc.

Doc# 2014001381

Book: 1308
Pages: 340
Filed & Recorded
04/30/2014 2:12PM
ALTHEA A. PEDRO
RECORDER OF DEEDS
ST CROIX
RECORDING FEE \$ 25.00
PER PAGE FEE \$ 3.00

Althea A. Pedro

Recorder

ACKNOWLEDGMENT

TERRITORY OF THE VIRGIN ISLANDS)
DISTRICT OF ST. CROIX) ss:

On this ^{25th} day of April, 2014, before me came and personally appeared, Mufeed Hamed, the President of **KAC357, INC.** to me known and known to me to be the individual described in and who executed the foregoing instrument, and they acknowledged that they signed the same freely and voluntarily for the purposes therein contained.

Jerry Farrante

Notary Public

NOTARY PUBLIC
JERRI FARRANTE
Commission Exp: August 26, 2015
NP 078-11

