

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

15 FEB 18 A 8:32

MOHAMMAD HAMED, by his
authorized agent WALEED HAMED,

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

STIPULATION

Come now the parties, by counsel, and hereby stipulate, with the consent and approval of the Master, to amend the Court's Order Adopting Final Wind Up Plan, which stipulation is expressly subject to Court approval, as follows:

1. The parties stipulate that once a partner (either Fathi Yusuf and Mohammad Hamed) receives possession of one of the three Plaza Extra stores (located on St. Croix at Sion Farm and Estate Plessen, as well as on St. Thomas at Tutu Park Mall), there is no requirement to further employ (or pay) the other partner's family who were employed in that store. However, it is agreed that there will be a Yusuf and Hamed manager in each store with their current salaries being paid until such possession is transferred to just one partner; provided, however, that the Liquidating Partner, as defined in the Plan, may, with the approval of the

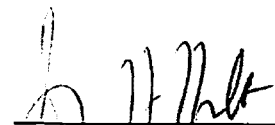
**Stipulation
Page 2**

Master, terminate the employment and payment of any employee whose services are no longer necessary or beneficial in the wind up of the Partnership.

2. Once any store is transferred to a one partner, nothing shall be removed from the store by the other partner or his sons. If personal or other property must be removed after the transfer, the Master will supervise the removal personally.

The Parties respectfully request the Court to approve this stipulation forthwith so the foregoing terms replace the referenced terms in the Court's Order Adopting Final Wind Up Plan dated January 7, 2015, as modified by the Court's Order approving Stipulation entered on January 27, 2015, with all other terms remaining unchanged and subject to the rights of any party to appeal.

Dated: February 17, 2015



Counsel for Mohammed Hamed
Joel H. Holt, Esq.
2132 Company Street,
Christiansted, VI 00820

Carl J. Hartmann III, Esq.
5000 Estate Coakley Bay, L-6
Christiansted, VI 00820
Email: carl@carlhartmann.com



Counsel for Fathi Yusuf
Nizar A. DeWood
The DeWood Law Firm
2006 Eastern Suburb, Suite 101
Christiansted, VI 00820
dewoodlaw@gmail.com

15 FEB 18 A8:33

Greg Hodges
Law House, 1000 Frederiksberg
Gade
P.O. Box 756
St. Thomas, VI 00802
ghodges@dtflaw.com

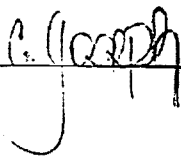
CERTIFICATE OF SERVICE

I hereby certify that on this 17th day of February, 2015, I served a copy of the foregoing by email, as agreed by the parties, on:

Hon. Edgar Ross
Special Master
edgarrossjudge@hotmail.com

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

Jeffrey B. C. Moorhead
CRT Brow Building
1132 King Street, Suite 3
Christiansted, VI 00820
email : jeffreymlaw@yahoo.com



**Stipulation
Page 4**

Approved and So Ordered this __ day of February, 2015

**DOUGLAS A. BRADY, JUDGE
Judge of the Superior Court**

**ATTEST:
ESTRELLA GEORGE
Acting Clerk of the Court**

**By: _____
Court Clerk Supervisor**

SEARCHED
SERIALIZED
INDEXED
FILED

15 FEB 18 08:32