

EXHIBIT A

HAMED PARTNERSHIP CLAIMS FOR 1986 THROUGH JANUARY 1, 2012

I. Introduction

For the operations of the partnership from *1986 through January 1, 2012*, Hamed makes claims against Yusuf to be re-paid to the Partnership in the amount of \$39,486,280 plus interest as set forth on **Exhibit A-1** hereto, and supported by the documents listed therein. Because one-half of that amount would be distributed to Yusuf, that would result in an actual payment of **\$19,743,140** plus interest due to Hamed from Yusuf.

II. Statement as to Legal Basis of Claims

All of the following claims are made pursuant to *Revised Uniform Partnership Act* ("RUPA") as enacted at 26 V.I.C. §§ 1 *et seq.* and more particularly the rights to (1) have a full accounting of any partnership, (2) the right to have factual determinations as to claims and distributions on non-accounting claims such as wrongful dissolution¹ and, most importantly, (3) the absolute right of a partner to a distribution of his share of the assets or the value of his share as the time of dissolution.

All of the individual claims are amounts wrongfully removed from the partnership by Yusuf – and, therefore, wrongfully excluded from partnership accounting by Yusuf. See 26 V.I.C. § 177 (Settlement of Accounts and Contributions Among Partners):

(a) In winding up a partnership's business, the assets of the partnership, including the contributions of the partners required by this section, must be applied to discharge its obligations to creditors, including, to the extent

¹ See, *Frett v. Benjamin*, 2 V.I. 516, 524, 187 F.2d 898, 901 (3d Cir. 1951) (in a U.S. Virgin Islands partnership accounting "when accounts are so muddled as to defy straightening out, the court will have to resort to the best evidence available, and the partner to blame for the situation will be penalized by having discrepancies resolved against him") and see, e.g., *Laurence v. Flashner Medical Partnership*, 206 Ill.App.3d 777 (1990).

EXHIBIT
A

permitted by law, partners who are creditors. **Any surplus must be applied to pay in cash the net amount distributable to partners in accordance with their right to distributions under subsection (b) of this section.**

(b) Each partner is entitled to a settlement of all partnership accounts upon winding up the partnership business. In settling accounts among the partners, profits and losses that result from the liquidation of the partnership assets must be credited and charged to the partners accounts. The partnership shall make a distribution to a partner in an amount equal to any excess of the credits over the charges in the partner's account. . . .(Emphasis added.)

See also Wise v. De Werd, 5 V.I. 493, 358 F.2d 389, 392 (3d Cir. 1966) (on dissolution partner "is entitled to have the joint venture formally declared dissolved and upon dissolution to receive" his accurately accounted share.)

III. Statement of the Factual Nature of Each of the Individual Claims

A. U.S. Attorney's Analysis (ex-FBI) of the disparity of amounts distributed to Yusuf compared to amounts distributed to Hamed in 1996-2001 (Spreadsheet Item 002)

After United and the criminal defendants were charged, the FBI and the U.S. Attorney's Office released a detailed accounting and analysis of funds covertly removed from the partnership during the period from 1996 to 2001. On January 4, 2005, the Government produced a document which shows the amount Fathi Yusuf or his family received in cash or transfers skimmed from the Partnership stores without being recorded in the business accounting – and the amount Hamed or his family similarly received. See Exhibit 9000, Bates numbered draft, HAMD629722-HAMD630014. (Although the cover denotes a draft, the document is accompanied by extensive, line-by-line, date-specific supporting records from offshore banks, wire transfers and other means by which funds were removed. As the amount of those records exceeds many binders, they can be supplied on CD if the Court so desires. It is this extensive documentary evidence upon

which Hamed relies.) A year-by-year summary and totaling of these findings, provided by Hamed, is Exhibit 9001. It may not be a complete 1996-2001 accounting, but pursuant to Frett, it is arguably “the best evidence available” for those years.

The document was prepared as part of the criminal case 2003-147 and was used to calculate the amount of tax United failed to pay on behalf of the partnership in its criminal settlement, conviction and allocution in that case. The amount of the disparity was \$ 4,646,276.96 overage to Yusuf. This amount, plus interest, is due to Hamed.

US Government Calculation of Additional Income to Fathi Yusuf, Wally Hamed and Willie Hamed from January 4, 2005 Draft Bates Number FY009991-
(Overage to Fathi Yusuf was \$4.646 Million)

	1996	1997	1998	1999	2000	2001	Total
1996-2001 Additional Income for Fathi Yusuf	\$ 2,939,822.40	\$ 301,230.42	\$ 2,231,582.09	\$ 5,413,214.70	\$ 7,286,897.12	\$ 7,756,376.54	\$ 25,929,123.27
1996-2001 Additional Income for Wally Hamed	\$ 4,868,283.17	\$ 1,696,282.02	\$ 3,619,176.42	\$ 1,981,853.48	\$ 8,647,150.59	\$ 382,618.63	\$ 21,195,364.31
1996-2001 Additional Income for Willie Hamed		\$ 14,700.00	\$ 16,300.00	\$ 25,189.00	\$ 31,293.00		\$ 87,482.00
							\$
Overage Obtained by Fathi Yusuf over Hameds	\$ (1,928,460.77)	\$ (1,409,751.60)	\$ (1,403,894.33)	\$ 3,406,172.22	\$ (1,391,546.47)	\$ 7,373,757.91	\$ 4,646,276.96

B. Additional Amounts Deposited to Yusuf Family Member 1996-2001 (Spreadsheet Items 001, 006, 011, 012, 013, 014, 015, 016)

In addition, the following amounts are shown, to have been deposited to accounts of Yusuf family members:

1. Amal Yusuf

Banco Popular account, no. [REDACTED] (May -Nov. 2000, Sept. 2001);
Scotia account, no. [REDACTED] (May-July 2000, July 2001)

2. Hoda Yusuf

Banco Popular account, no. [REDACTED] (May-Oct. 2000, Sept. 2001);
Virgin Islands Community Bank account, no. [REDACTED] (July-Sept. 2000,
May-June 2001); Bank of St. Croix account, no. [REDACTED] (May, Aug.,
Sept. 2000)

3. Najat Yusuf

Scotia account, no. [REDACTED] (Apr.-Dec. 1999, Jan.-July 2000);VI
Community Bank account, no. [REDACTED] (Jan., May-Sept. 2000)

4. Mike Yusuf

Scotia account, no. [REDACTED] (Feb-July, Sept.- Dec. 1996,
Jan.-Aug. 1997, 1998-2001, Jan.-Feb. 2002)

See the following supporting documents:

3001-a-001-b--Summary - PE Money to Amal-Hoda-Najat-Mike
3001-b-011-a--Hoda Yusuf Banco Acct no [REDACTED]
3001-c-012-a--Hoda Yusuf VIC Acct no [REDACTED]
3001-d-013-a--Hoda Yusuf BSTX Acct no [REDACTED]
3001-e-014-a--Amal Yusuf Banco Acct no. [REDACTED]
3001-f-015-a--Amal Yusuf Scotia Acct no. [REDACTED]
3001-g-006-a--Najat Yusuf Scotia Acct no [REDACTED]
3001-h-016-a--Najat Yusuf VICB Acct no [REDACTED]
3001-i-001-a - Mike Yusuf Scotia Acct no [REDACTED]

C. Post-Raid Checks to Fathi Yusuf: for Non-Partnership Sums in 2001-2011 (Spreadsheet Items 020, 023, 024, 025, 026, 027, 028, 029, 030, 031, 034, 035, 036, 037, 038, 039, 040, 044, 045, 046, 047, 048, 049, 050, 051, 052, 053, 054, 055, 056, 057)

Even after the period when receipts and accountings were mutually destroyed and obfuscated, during the period after criminal charges were brought , Fathi Yusuf negotiated checks to himself in the total amount of \$1,096,635.85 as follows – the dates and amounts are set forth on the individual checks:

1. Document 3004-a-020-b which is a Summary of those Yusuf checks
2. Document 3004-b-1 to 3004-b-zz07 which is each of the individual checks

**D. Gift of Partnership Funds to Nejeih Yusuf for Car
(Spreadsheet Item 347)**

On October 26, 2004, Fathi Yusuf wrote a check to Nejeih Yusuf (ck. No. 16073-STT operating acct.) from partnership funds to Nejeih Yusuf for reimbursement of a Toyota Camry. The amount of the check, owed to the partnership, was \$28,900.

**E. Gold and Diamonds the U.S. Government Discovered in Mike Yusuf's Two
Safe Deposit Boxes (Spreadsheet Item 348)**

After the federal government raids, in 2003 diamonds and gold purchased with unaccounted Plaza Extra cash was discovered by governmental authorities in two safety deposit boxes belonging to Mike Yusuf. Hamed asked for detail as to such goods and the source of cash in discovery, but no detail was given. Thus Hamed approximates the value to be \$1,000,000 but requests a deposition of Mike Yusuf.

**F. Isam Yousuf was given \$4.5M in Plaza Extra money to apply toward the
Sixteen Plus mortgage for Diamond Keturah and it was further given to
Manal Yousef (Spreadsheet Item 350)²**

In 1996-1997, Fathi Yusuf supplied Isam Yousuf with \$4.5 million in partnership cash as part of a money laundering operation to avoid the scrutiny of federal marshals. Those funds were then supplied by Isam to Isam's sister, Manal Yousef, who in turn supplied the funds to Sixteen Plus subject to a mortgage. Neither Isam or Manal Yousef contributed any of their own funds, or gave any consideration for the \$4.5 million

² This matter of the sham mortgage is also in civil litigation. A current action, *Sixteen Plus v. Manal Yousef*, SX-16-CV-65, is pending before the Superior Court. In addition, an action is being prepared against Fathi Yousef and others for fraud in attempting to foreclose the sham mortgage and steal the underlying property. If these actions are successful, this claim will be obviated. Because of the current activities attempting to enforce the mortgage, by Yousuf and Yusuf, it is also listed on the post-2012 accounting as a currently pursued claim. With interest, this claim exceeds \$14 million.

mortgage. Fathi Yusuf has now taken over that mortgage for all practical purposes and is trying to collect the whole amount for himself despite his knowledge that the mortgage is a result of 100% Partnership funds and is a sham. Those are partnership funds and should be recovered from Isam and Manal (or the mortgage should be voided.)

The documents which demonstrate this list the specific dates of the transactions and are attached as follows:

- 350-a---HAMD227019-HAMD227020--Isam Yousuf \$100k,
- 350-b--HAMD203062-HAMD203065--1997 02 13 BFC \$2 Mil transfer,
- 350-c--HAMD493359-HAMD493360--1997 02 19 Scotia \$2 Mil transfer,
- 350-d--HAMD204003-HAMD204003--BFC ltr 2 Mil and \$400k cks,
- 350-e--HAMD204004-HAMD204004--1996 08 11 BFC \$2 Mil and 2 \$400k cks, 350-f--HAMD204002-HAMD204002--BFC \$2 Mil wdrawl bank state,
- 350-g--HAMD204060-HAMD204065--BFC \$400k wdrawl bank state,
- 350-h--HAMD204181-HAMD204181--BFC \$400k wdrawl bank state,
- 350-i--HAMD242114-HAMD242115--ltr to BFC re \$2 Mil and \$400k

**G. Options trading losses in Partnership account by Fathi Yusuf
(Spreadsheet Item 354)**

Prior to 2002, Fathi Yusuf lost millions of dollars of the Partnership's funds because he saw himself as a genius in market trading. After losing those millions, he was told by Mohammad Hamed to stop doing so.

After Hamed's permission for such trading was explicitly withdrawn, Yusuf lost more than \$15 million more in unauthorized trading. He stated the following regarding this in his deposition of April 2, 2014, at pp 215-220, in this proceeding (emphasis added):

Q. (Mr. Holt) Okay. Now, did you ever trade any brokerage accounts using money from Plaza Extra?

A. Yeah. .

Q. You did?

A. Yes.

Q. Okay.

A. But wait a minute, the question is, I did it for whom?

Q. Who did you do it for?

A. For Plaza -- for United Corporation.

Q. Okay.

A. For the benefit of Plaza Extra.

Q. Okay. So you did have accounts where --

A. I do not have accounts, sir.

Q. Okay.

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A. United Corporation is the one who own the account.

Q. Okay. And did you actually trade options as part of that?

A. Yes.

Q. And did you lose money trading options?

A. The company lose money. I didn't lose nothing.

Q. Okay. How much do you think the company lost?

A. I don't know.

Q. Millions?

A. Millions.

Q. Did there come a time that you were actually told to stop trading options on the United account?

A. I think once, one time.

Q. And did you -- did you agree to stop trading the options?

A. Yes.

Q. And did you, in fact, stop trading the options?

A. No.

Q. Why not?

A. Because I was told by the father in the presence of Wally, and then later in about two, three weeks, one month, I was able to convince Wally to resume trading, hopefully that we will return back our loss. And he said he have no problem. But the question is, Attorney Holt, I hardly make any deposit to that account. All deposit being

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made by Wally Hamed. That's mean, with his absolute approval. If I lose it, I'm sorry. That's bad luck.

Q. Okay. And, in fact, after you were asked by Mohammad Hamed to stop trading options, didn't you lose 20 -- \$18 million in -- in -

A. Sir, whatever I lose, I did not make the deposit. His son is the one -- his son is the one make the deposit. His son is on the check to Merrill Lynch.

Q. So regardless of who made the deposit to Merrill Lynch, after Mohammad Hamed told you to stop trading, you lost 18 million trading options on the Plaza Extra account.

A. Sir, sir, -

Q. Isn't that correct?

A. -- when I bought property for about 25 million, and worth now over a hundred million, I did not consult with Mohammad Hamed. I'm willing to make a trade now. I'll give him back his money plus 10-percent profit. He give me back all the property I bought, and I don't need -- I mean, I'll give him 10-percent profit in his investment, and deduct it from the properties I bought.

Q. Okay.

A. There's a lot of property, you know. I bought 2,000 -- two -- two -- how much? 578 acre at two-and-a-half million dollar, and now the same is worthing 25 million. I bought Mandela Circle for 2 million. I been offered by
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Walgreen, 10 million. Hey, wait a minute. I mean, if you want one for one, I will give him 10-percent profit. What else you want? But I'm not responsible, I am not playing big because I make him a fortune in the land. If I'm not getting any extra by buying him a dollar and turning it into ten dollar, then I should not be punished by losing money in the stock market, sir.

Q. Okay. Now -

A. Hey, hey. High risk. High reward, high risk. You want reward, you have to be facing the risk. If you don't want the reward, I guarantee you, there will be no risk. And the man choose to have reward and risk. I can't be responsible for the risk, and now all the reward is his. That's not fair.

Q. Okay. Now, having said all that, isn't it true, after -- after Mohammad Hamed told you to stop trading options, you lost \$18 million in a brokerage account of Plaza Extra funds?

A. I don't know. Maybe not. I don't know. I don't think we have \$18 million to lose.

Q. How much do you think -

A. Ask the one who make the deposit. His son, he have more confident in his son than me.

Q. Okay. If his son -

A. Ask his son.

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Q. If his son deposited \$18 million, and you traded the options and the account went to zero, you would have lost the \$18 million, right?

A. If I have it?

Q. No, no, not that you have it. That you traded the options out of the Plaza Extra account from the deposit Wally made, and lost all that money.

A. For Plaza Extra interest.

Q. Okay. So you lost \$18 million of Plaza Extra's money trading options.

A. Uh-huh. Yeah. Give me back my -- give me -- I'll give you, the property I bought, I'm willing to give you back all your money. Turn the property to me. There's no pick and choose here. Go to the judge, honorable judge, he's going to tell you the same thing. I been in charge. There's no guarantee I make money, I lose money.

Hamed cannot be more specific on dates and accounts as, despite repeated requests in discovery for additional detail and records, none have been produced – and Yusuf failed to respond in deposition.

H. Plaza Extra funds were used to pay the United Shopping Center's gross receipt taxes (GRTs) (Spreadsheet Items 003, 004, 005, 010, 019, 022, 033, 043, 060, 063, 066, 069, 072, 076, 083, 091)

It is undisputed that from 2001 through 2011, Plaza Extra partnership funds were used to pay the United Shopping Center's gross receipt taxes on the non-grocery (solely Yusuf owned) portions of the property. This can be seen in documents 3002-a thru 3002-j – United's tax returns. Despite repeated requests in discovery for additional detail and records, none had been produced.

I. Amount paid in attorneys' fees by the partnership for the criminal case (Spreadsheet Item 346)

Yusuf and United operated a money laundering / tax avoidance operation at a time when Fathi Yusuf was in what both he and the Court have described as *exclusive control of the business activities of the partnership*. See *Expert Report of Lawrence Schoenbach*.³ The Court found and as the Hameds and Yusuf have repeatedly testified, Fathi Yusuf, not the Hameds exclusively controlled business accounting.

³ *Expert Report of Lawrence Schoenbach*, attached as Exhibit C to Hamed's Objections, as to the extensive statements of the parties and the detailed findings of this Court as to

In addition to fines and penalties occasioned by his exclusive control, the partnership was forced to pay \$11,728,287 in attorneys fees. The specific dates and payees can be seen on documents 346-a--HAMD630015-HAMD630020 and 346-b-zz76 – Group Exhibit of Those Checks.

J. Cost of House (Spreadsheet Item 017)

In 2000, Fathi, Mike, Neje and Yusuf Yusuf used Plaza Extra resources to build his St. Thomas home. This included PE materials, PE shipping containers, PE labor, PE freight from Turkey, and PE trucking. Despite repeated requests in discovery for additional detail and records, none had been produced.

K. Claims Based on 1986-2001 Accounting

As noted above, Hamed has not been provided with any accounting by the Dissolution Partner for the years 1986-2001 which, he assumes, would provide details on the partnerships earnings and profits, what funds Fathi Yusuf/United withdrew and where those funds went. Hamed therefore makes claims for all such amounts but cannot quantify them.

L. Claims Based on Monitoring Reports/Accounting 2001-2012

As noted above, Hamed has not been provided with any accounting by the Dissolution Partner for the years 2001-2012. Nor has he been provided with the federal monitoring reports which, he assumes, would be part of the notes to any such accounting and would provide details on what funds Fathi Yusuf/United withdrew and where those

Yusuf's "exclusive" control of the business accounting recited in that Report at footnote 7, pages 8-9.

funds went. Hamed therefore makes claims for all such amounts but cannot quantify them.

M. Loss of Assets due to Wrongful Dissolution

As plaintiff has repeatedly pled and stated, the dissolution was wrongful. It was conversion of all of the partner's assets. Under RUPA, that is to be held against the partner that acted wrongfully. This includes the right to continue the partnership.

A-1

EXHIBIT A-1 List of Hamed's Claims from 1987 to January 1, 2012 with Referenced to Attached Exhibits				
Item #	Date	Description	Total Amount of Due from Yusuf to Partnership	Attached Exhibits
3001	1999-2002	<p>Plaza Extra money deposited in the accounts of the Yusufs:</p> <p>-Amal -Banco Popular account, no. [REDACTED] (May -Nov. 2000, Sept. 2001); Scotia account, no. [REDACTED] (May-July 2000, July 2001)</p> <p>-Hoda - Banco Popular account, no. [REDACTED] 8 (May-Oct. 2000, Sept. 2001); Virgin Islands Community Bank account, no. [REDACTED] (July-Sept. 2000, May-June 2001); Bank of St. Croix account, no. [REDACTED] (May, Aug., Sept. 2000)</p> <p>-Najat - Scotia account, no. [REDACTED] (Apr.-Dec. 1999, Jan.-July 2000);VI Community Bank account, no. [REDACTED] (Jan., May-Sept. 2000)</p> <p>-Mike - Scotia account, no. [REDACTED] (Feb-July, Sept.- Dec. 1996, Jan.-Aug. 1997, 1998-2001, Jan.-Feb. 2002)</p> <p>[Combined item #s 001, 006, 011, 012, 013, 014, 015, 016]</p>	\$886,179.86	<p>3001-a-001-b--Summary - PE Money to Amal-Hoda-Najat-Mike</p> <p>3001-b-011-a--Hoda Yusuf Banco Acct no [REDACTED]</p> <p>3001-c-012-a--Hoda Yusuf VIC Acct no [REDACTED]</p> <p>3001-d-013-a--Hoda Yusuf BSTX Acct no [REDACTED]</p> <p>3001-e-014-a--Amal Yusuf Banco Acct no. [REDACTED]</p> <p>3001-f-015-a--Amal Yusuf Scotia Acct no. [REDACTED]</p> <p>3001-g-006-a--Najat Yusuf Scotia Acct no [REDACTED]</p> <p>3001-h-016-a--Najat Yusuf VICB Acct no [REDACTED]</p> <p>3001-i-001-a - Mike Yusuf Scotia Acct no [REDACTED]</p>
3002	2001-2011	<p>Plaza Extra funds were used to pay the United Shopping Center's gross receipt taxes (GRTs)</p> <p>For analysis, this item covers the years 2001-2011</p> <p>[Combined item #s 003, 004, 005, 010, 019, 022, 033, 043, 060, 063, 066, 069, 072, 076, 083, 091]</p>	Unknown	3002-a thru j --2011-2002 United tax returns

¹Note that the chits are not included in this document -- they have been accounted for in a separate document

Hamed General Damages¹

Item #	Date	Description	Total Amount of Due from Yusuf to Partnership	Attached Exhibits
	2001-2011	Post-Raid Checks written to Fathi for non-Partnership purposes [Combined item #s 020, 023, 024, 025, 026, 027, 028, 029, 030, 031, 034, 035, 036, 037, 038, 039, 040, 044, 045, 046, 047, 048, 049, 050, 051, 052, 053, 054, 055, 056, 057]	\$1,096,635.85	3004-a-020-b--Summary of Yusuf Checks 3004-b-z07--individual checks
3008	2000-2011	Plaza Extra partnership funds were used to pay United's Corporate Franchise taxes [018, 021, 032, 042, 059, 062, 065, 068, 071, 075, 082, 090, 203, 215, 268, 327]	Unknown	3008-a--HAMD630921-HAMD630921--Franchise Fee for United_Wally
3009	2001-2011	Plaza Extra funds were used to pay the United Shopping Center's property insurance [Combined item #s 041, 058, 061, 064, 067, 070, 074, 081, 089, 200, 235, 266, 324]	Unknown	3009-a--Summary Prop Insurance_2003-2011 FINAL 3009-b--Back Up re Property Insur-Shopping Ctr_2003-2011 FINAL
002	1996-2001	January 4, 2005 US Government Analysis shows the amount the Fathi Yusuf owes directly to Mohammad Hamed . Document was prepared as part of the criminal case 2003-147	\$4,646,276.96	002-a-HAMD629722-HAMD630014
017	2000-00-00	Fathi, Mike, Negeh and Yusuf Yusuf used Plaza Extra resources to build his St. Thomas home. This included PE materials, PE shipping containers, PE labor, PE freight from Turkey, and PE trucking	Unknown	Yusufs failed to provide in discovery despite request
346	2004-2011	Amount paid in attorneys fees by the partnership for the criminal case.	\$11,728,287	346-a--HAMD630015-HAMD630020 346-b-zz76--Checks
347	2004-10-26	Fathi Yusuf wrote a check (ck. No. 16073-STT operating acct.) from partnership funds to Negeh Yusuf for reimbursement of a Toyota Camry.	\$28,900	347-a--HAMD243639-HAMD243659
348	2001-2003	Diamond and gold purchased with Plaza Extra money was discovered by governmental authorities in two safety deposit boxes belonging to Mike Yusuf	\$1,000,000	Yusufs failed to provide in discovery despite request

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Hamed General Damages¹

Item #	Date	Description	Total Amount of Due from Yusuf to Partnership	Attached Exhibits
350		Isam Yousef is given \$4.5M in Plaza Extra money to apply toward the Sixteen Plus mortgage for Diamond Keturah	\$4,500,000	350-a---HAMD227019-HAMD227020--Isam Yousef 100k, 350-b--HAMD203062-HAMD203065--1997 02 13 BFC 2 Mil transfer, 350-c--HAMD493359-HAMD493360--1997 02 19 Scotia 2 Mil transfer, 350-d--HAMD204003-HAMD204003--BFC ltr 2 Mil and 400k cks, 350-e--HAMD204004-HAMD204004--1996 08 11 BFC 2 Mil and 2 400k cks, 350-f--HAMD204002-HAMD204002--BFC 2 Mil wdrawl bank state, 350-g--HAMD204060-HAMD204065--BFC 400k wdrawl bank state, 350-h--HAMD204181-HAMD204181--BFC 400k wdrawl bank state, 350-i--HAMD242114-HAMD242115--ltr to BFC re 2 Mil and 400k
351	2008-10-23	Parcel No. 2-4 Rem. Estate Charlotte Amalie, St. Thomas (1/2 acre in Ft. Milner) is partnership property	\$600,000	351-a--HAMD630172-HAMD630207--Exhibits re Ft Milner Prop
354		Options trading losses in Partnership account	\$15,000,000	Yusufs failed to provide in discovery despite request
TOTALS =			\$39,486,280	

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EXHIBITS TO A

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

MOHAMMAD HAMED, by his
authorized agent **WALEED HAMED**,

Plaintiff/Counterclaim Defendant,

vs.

FATHI YUSUF and UNITED CORPORATION,

Defendants and Counterclaimants.

vs.

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

Counterclaim Defendants.

Case No.: SX-2012-cv-370

**ACTION FOR DAMAGES, INJUNCTIVE
RELIEF AND DECLARATORY RELIEF**

JURY TRIAL DEMANDED

MOHAMMAD HAMED,

Plaintiff,

vs.

FATHI YUSUF,

Defendant.

Case No.: SX-2014-CV-278

ACTION FOR DEBT AND CONVERSION

JURY TRIAL DEMANDED

DISC OF EXHIBITS

EXHIBITS TO EXHIBIT A

**RE: HAMED'S NOTICE OF PARTNERSHIP CLAIMS
AND OBJECTIONS TO YUSUF'S POST-JANUARY 1, 2012 ACCOUNTING**

ALSO PROVIDED FOR YOUR EASY DOWNLOAD AT:

<http://www.federal-litigation.com/hamed-Claims.html>