

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

Hassan Abdallah,

Plaintiff,

v.

Hasan Abdel-Rahman, et al.,

Defendants.

Hasan Abdel-Rahman, et al.,

Counter-Plaintiffs,

v.

Ahmad Abdallah, et al.,

Counter-Defendants.

CIVIL NO. ST-13-CV-0227

ACTION FOR ACCOUNTING,
DEBT, BREACH OF CONTRACT
and FRAUD

JURY TRIAL DEMANDED

AFFIDAVIT

I, Fathi Yusef, having been duly sworn, hereby declare and state as follows:

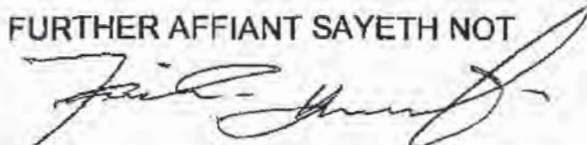
1. I am an adult over the age of eighteen (18).
2. I make this affidavit based upon my own personal knowledge of the facts as set forth herein.
3. I am the Secretary and Treasurer of Plessen Enterprises, Incorporated ("Plessen"), a Virgin Islands corporation.
4. Plessen is the record owner of real property, Parcels Nos. 6 and 9 Remainder Estate Thomas, Kings Quarter, St. Thomas, Virgin Islands ("Premises").

5. On or about April 16, 2009, Plessen executed a Lease Agreement with Mohammed Abdel-Samad and Jad Shalhout for the Premises.
6. A gasoline station known as "Pit Stop" existed on the Premises prior to the Lease Agreement. It was constructed by Caribbean Petroleum, Incorporated. The gas station was purchased around February 2009 by Falaheen Enterprises, Incorporated ("Falaheen").
7. On or about June 1, 2009, Mohammed Abdel-Samad and Jad Shalhout executed a Sub-Sub-Lease Agreement with Falaheen for the Premises.
8. On or about July 15, 2009, Jad Shalhout assigned his interest in the original Lease Agreement to Abdul Samad, a shareholder of Falaheen.
9. From the beginning of the occupancy of both the original Lessees and the Sub-Lessee, there were difficulties in getting them to fulfill their obligations under the Lease Agreement and the Sub-Sub-Lease Agreement, including timely payment of rent.
10. By February 2010, the occupants had accrued \$47,655.38 in arrears, and on February 24, 2010, Plessen served Mohammed Abdel-Samad and Abdul Samad, the Lessees to the original Lease Agreement, with a Notice to Quit the Premises and Notice of Termination of Lease for defaulting on the Lease Agreement, effective March 1, 2010.
11. Following a late cure of the default, Hassan Abdallah began paying rent on the leased Premises on behalf of Falaheen, the Sub-Lessee.

12. On or about June 1, 2010, Dockside Convenience, LLC ("Dockside") assumed the responsibilities of the original Lease Agreement by executing a new Lease Agreement directly with Plessen for the Premises. Dockside's Lease Agreement obligated it to construct a convenience store in addition to another income-generating structure.
13. The terms of the Dockside Lease Agreement were personally guaranteed by Hassan Abdallah and Hasan Abdel-Rahman.
14. On or about July 12, 2010, Hassan Abdallah paid to Plessen the sum of \$91,000 in the form of a cashier's check, for the deposit to guarantee the construction of the convenience store, as set forth in the terms of the Dockside Lease Agreement.
15. Giant Market, LLC entered into a Sub-Lease Agreement with Dockside for the Premises, or a portion thereof, on or about November 22, 2011.
16. Hassan Abdallah, through Giant Market, LLC, successfully constructed a convenience store on the Premises as contemplated by the Lease Agreement between Dockside and Plessen.
17. Other commercially-necessary improvements were built on the Premises that, while not required under the Lease Agreement, enhanced the commercial nature of the Premises and constituted full and good faith performance under the Lease Agreement with Plessen.
18. There is a marked and noticeable difference and improvement from the original Lessees, Mohanned Abdel-Samad and Jad Shalhout, and Sub-Lessee Falaheen,

to the current occupant, Giant Market, LLC, both in the function of the business
and in its fulfillment of obligations to Plessen.

FURTHER AFFIANT SAYETH NOT

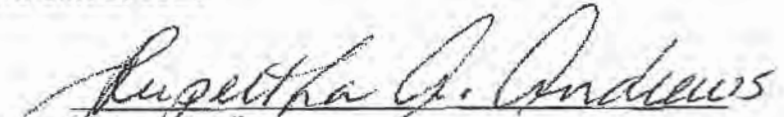

Fathi Yusef

12-23-2016
Date

TERRITORY OF St. Croix)
CITY OF Virgin Islands)

On this 23rd day of December, 2016, before me, the undersigned, appeared Fathi Yusef, who is personally known to me or satisfactorily proven to be the person whose name is subscribed to this Affidavit, and he acknowledged to me that he executed the same for the uses and purposes described therein.

In witness whereof, I set my hand and official seal.


Notary Public

My commission expires: October 21, 2019

