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

YUSUF YUSUF, FATHI YUSUF, FAWZIA YUSUF, NEJEH YUSUF, and ZAYED YUSUF, in their individual capacities and derivatively on behalf of PLESSEN ENTERPRISES, INC.,)))
Plaintiffs,) CASE NO. SX-13-CV-120
WAHEED HAMED, WALEED HAMED, WAHEED HAMED, MUFEED HAMED, HISHAM HAMED, FIVE-H HOLDINGS, INC., and KAC357, INC.,	ACTION FOR DAMAGES, DECLARATORY AND INJUNCTIVE RELIEF JURY TRIAL DEMANDED
Defendants,)
-and-)
PLESSEN ENTERPRISES, INC.,)
Nominal Defendant.)))

PLAINTIFF YUSUF YUSUF'S RESPONSE TO DEFENDANT MUFEED HAMED'S THIRD SET OF INTERROGATORIES

Plaintiff, Yusuf Yusuf, through his attorneys, Dudley, Topper and Feuerzeig, LLP, hereby provides its Responses to Defendant Mufeed Hamed's Third Set of Interrogatories:

GENERAL OBJECTIONS

Yusuf Yusuf makes the following general objections to the Third Set of Interrogatories. These general objections apply to all or so many of the Interrogatories that, for convenience, they are set forth herein and are not necessarily repeated after each objectionable Requests for Interrogatories. The assertion of the same, similar, or additional objections in the individual responses to the Interrogatories, or the failure to assert any additional objections to a discovery request does not waive any of Yusuf Yusuf's objections as set forth below:

Yusuf Yusuf, et al. (v. Mohammad Hamed, et al.) Case No. SX-13-CV-120 Plaintiff Yusuf Yusuf's Response to Defendant Mufeed Hamed's Third Set of Interrogatories Page 2 of 12

- (1) Yusuf Yusuf objects to the Third Set of Interrogatories to the extent they may impose obligations different from or in addition to those required under the Federal Rules of Civil Procedure.
- (2) Yusuf Yusuf objects to each Interrogatory that uses the words "any" and "all" as being overly broad, unduly burdensome, immaterial, irrelevant, and not reasonably calculated to lead to the discovery of admissible evidence.
- (3) Yusuf Yusuf objects to the Interrogatories to the extent they seek information which is protected by the attorney-client privilege or work-product doctrine, including information prepared in anticipation of litigation, or for trial, by or on behalf of Yusuf Yusuf or relating to mental impressions, conclusions, opinions, or legal theories of its attorneys or representatives, or any other applicable privilege or doctrine under federal or state statutory, constitutional or common law. Yusuf Yusuf's answers shall not include any information protected by such privileges or doctrine, and documents or information inadvertently produced which includes such privileged information shall not be deemed a waiver by Yusuf Yusuf of such privilege or doctrine.
- (4) Yusuf Yusuf objects to the Interrogatories to the extent that they seek information and documents concerning any matter that is irrelevant to the claims or defenses of any party to this action, and not reasonably calculated to lead to the discovery of admissible evidence.
- (5) Yusuf Yusuf objects to the Interrogatories to the extent that they use terms or phrases that are vague, ambiguous, or undefined. Yusuf Yusuf's response to each such request will be based upon its understanding of the request.

Yusuf Yusuf, et al. (v. Mohammad Hamed, et al.) Case No. SX-13-CV-120 Plaintiff Yusuf Yusuf's Response to Defendant Mufeed Hamed's Third Set of Interrogatories Page 3 of 12

- (6) Yusuf Yusuf objects to the Interrogatories to the extent they seek documents or information not in the possession, custody or control of Yusuf Yusuf, on the ground that it would subject it to undue burden, oppression and expense, and impose obligations not required by the Federal Rules of Civil Procedure.
- (7) Yusuf Yusuf has not completed either its discovery or its preparation for trial of this matter. Accordingly, Yusuf Yusuf's responses to the Interrogatories are made without prejudice to Yusuf Yusuf's right to make any use of, or proffer at any hearing or at trial, and are based only upon information presently available. If and as additional, non-privileged, responsive documents are discovered, these Interrogatories will be supplemented to the extent that supplementation may be required by the Federal Rules of Civil Procedure.
- (8) Yusuf Yusuf objects to the Interrogatories to the extent that when all of the subparts are included they are in excess of the number permitted by Rule 33.

Yusuf Yusuf, et al. (v. Mohammad Hamed, et al.) Case No. SX-13-CV-120 Plaintiff Yusuf Yusuf's Response to Defendant Mufeed Hamed's Third Set of Interrogatories

Page 4 of 12

RESPONSES TO THIRD SET OF INTERROGATORIES

Numbering continued from First and Second Sets

INTERROGATORY NO. 12:

Describe, with particularity, each document and every distinct (different) version of each

document in your possession or that you know of that is or purports to be a signature card, draft

of a signature card, information gathering document and draft of an information gathering

document for any Plessen account at Bank of Nova Scotia from 1998 to the present which bears

the original or copied signature of Fathi Yusuf, Yusuf Yusuf, Nejeh Yusuf, Mike Yusuf,

Mohammad Hamed, Wally Hamed, Mafi Hamed, Willie Hamed or Shawn Hamed.

RESPONSE:

Subject to the above stated objections, and without waiving any objections, Yusuf

incorporates his Responses to Interrogatories 3 and 8 and supplementation in the February 27,

2017 letter as if fully set forth herein verbatim. Further responding, Yusuf refers to the chart

attached hereto as **Exhibit A** as responsive to this Interrogatory.

Yusuf Yusuf, et al. (v. Mohammad Hamed, et al.) Case No. SX-13-CV-120 Plaintiff Yusuf Yusuf's Response to Defendant Mufeed Hamed's Third Set of Interrogatories Page 5 of 12

INTERROGATORY NO. 13:

If different from your response to Interrogatory 12, describe, with particularity, each document and every district (different) version of each document in your possession or that you know of that is or purports to be a Bank of Nova Scotia form or document from 1998 to the present which bears the original or copied signature of Fathi Yusuf, Yusuf Yusuf, Nejeh Yusuf, Mike Yusuf, Mohammad Hamed, Wally Hamed, Mafi Hamed, Willie Hamed or Shawn Hamed. This does not include checks or deposit slips.

RESPONSE:

Subject to the above stated objections, and without waiving any objections, Yusuf incorporates his Responses to Interrogatories 3 and 8 and supplementation in the February 27, 2017 letter as if fully set forth herein verbatim. Further responding, Yusuf refers to the chart attached hereto as **Exhibit A** as responsive to this Interrogatory.

Yusuf Yusuf, et al. (v. Mohammad Hamed, et al.) Case No. SX-13-CV-120 Plaintiff Yusuf Yusuf's Response to Defendant Mufeed Hamed's Third Set of Interrogatories Page 6 of 12

INTERROGATORY NO. 14:

For each document and version of a document described in response to Interrogatories 11 and 12, state when that document was (1) created by any Yusuf, (2) obtained by any Yusuf or (3) given by any Yusuf to any third party including, but not limited to BNS, VIPD or the VI Attorney General's Office.

RESPONSE:

Subject to the above stated objections and without waiving any objections, Yusuf incorporates his Responses to Interrogatories 3 and 8 and supplementation in the February 27, 2017 letter as if fully set forth herein verbatim. Further responding, Yusuf refers to the chart attached hereto as **Exhibit A** as responsive to this Interrogatory.

Yusuf Yusuf, et al. (v. Mohammad Hamed, et al.) Case No. SX-13-CV-120 Plaintiff Yusuf Yusuf's Response to Defendant Mufeed Hamed's Third Set of Interrogatories Page 7 of 12

INTERROGATORY NO. 15:

For any website of the Department of Licensing and Consumer Affairs for which Fathi Yusuf, Yusuf Yusuf, Nejeh Yusuf, Mike Yusuf has an account, account name or password that allows submission of information – or which allows obtaining of information – provide the website address, the account name and the last three characters of the password, and describe all transaction on that account.

RESPONSE:

Subject to the above stated objections and without waiving any objections, Yusuf further objects to Interrogatory No. 15 on the grounds that it is not reasonably calculated to lead to the discovery of admissible evidence as it is not limited to the matters at issue in this case relating to Plessen Enterprises, Inc.

Yusuf Yusuf, et al. (v. Mohammad Hamed, et al.) Case No. SX-13-CV-120 Plaintiff Yusuf Yusuf's Response to Defendant Mufeed Hamed's Third Set of Interrogatories

Page 8 of 12

INTERROGATORY NO. 16:

For any correspondence, communications or visits with the Department of Licensing and Consumer Affairs by Plessen, Fathi Yusuf, Yusuf Yusuf, Nejeyh Yusuf, Mike Yusuf or any Hamed- describe the date or approximate date, nature, consents and any written documents provided or received. This should include but not be limited to the means by which that department came to understand that Mike Yusuf was a director of Plessen.

RESPONSE:

Subject to the above stated objections and without waiving any objections, Yusuf objects as this interrogatory is overbroad and not reasonably limited in time and scope to the matters which are at issue in this case. Further responding, Yusuf incorporates his earlier responses including, *inter alia*, his response to Interrogatories No.'s 7 and 10, and Request to Admit No. 49.

Yusuf Yusuf, et al. (v. Mohammad Hamed, et al.) Case No. SX-13-CV-120 Plaintiff Yusuf Yusuf's Response to Defendant Mufeed Hamed's Third Set of Interrogatories Page 9 of 12

INTERROGATORY NO. 17:

The April 25, 2013, Findings and Conclusions by Judge Brady state that:

35. On or about August 15, 2012, Yusuf wrote a check signed by himself and his son Mahar Yusuf and made payment to United in the amount of \$2,784,706.25 from a segregated Plaza Extra Supermarket operating account, despite written objection of Waleed Hamed on behalf of Plaintiff and the Hamed family...

Without regard to the truth or accuracy of Judge Brady's finding or of that quote, state with particularity all details of the actions by any member of the Yusuf family regarding the depositing and use of the check in the amount of \$2,784,706.25 dated on or about August 15, 2012. This will include but not be limited:

Who requested or authorized the drafting of the check, when, where and in conversation or correspondence with whom;

who physically drafted the check, when and where;

who signed the check, when and where;

who physically took that check to the bank, when and where;

who that person dealt with at the bank, and any conversations;

what those funds were used for; and

a description and the amount of any check or withdrawals from that United account within 90 days of the deposit, in excess of \$10,000.

RESPONSE:

Subject to the above objections and without waiving any objections, Yusuf further objects that this interrogatory is not reasonably calculated to lead to the discovery of admissible evidence as the information sought is unrelated to the matters at issue in this case.

Yusuf Yusuf, et al. (v. Mohammad Hamed, et al.) Case No. SX-13-CV-120 Plaintiff Yusuf Yusuf's Response to Defendant Mufeed Hamed's Third Set of Interrogatories Page 10 of 12

Further, responding, Yusuf incorporates Bates FY004123-4210 produced in the 370 Case on Jan. 3, 2014, which demonstrates that the check was accompanied with a letter of explanation as well as supporting documentation. Defendants are already in possession of this document at HAMD 262240.

Yusuf Yusuf, et al. (v. Mohammad Hamed, et al.) Case No. SX-13-CV-120 Plaintiff Yusuf Yusuf's Response to Defendant Mufeed Hamed's Third Set of Interrogatories Page 11 of 12

INTERROGATORY NO. 18:

You have stated that you understand that Mike Yusuf either did or may have become a "defacto director" of Plessen. Describe in detail when and how you believe this happened – as well as the acts or facts that led to this.

RESPONSE:

Subject to the above stated objections and without waiving any objections, Yusuf incorporates by reference his Supplemental Response to Request to Admit No.'s 38-45 as set forth in the letter dated February 27, 2017 as responsive to this Interrogatory.

Yusuf Yusuf, et al. (v. Mohammad Hamed, et al.) Case No. SX-13-CV-120 Plaintiff Yusuf Yusuf's Response to Defendant Mufeed Hamed's Third Set of Interrogatories Page 12 of 12

DUDLEY, TOPPER AND FEUERZEIG, LLP

DATED:

June 5, 2017

By:

CHARLOTTE K. PERRELL

(V.I. Bar #1281) Law House

1000 Frederiksberg Gade - P.O. Box 756

St. Thomas, VI 00804-0756

Telephone: Facsimile:

(340) 715-4422 (340) 715-4400

E-Mail:

cperrell@dtflaw.com

Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

It is hereby certified that on this <u>formula day of June</u>, 2017, I caused a true and exact copy of the foregoing "PLAINTIFF YUSUF YUSUF'S RESPONSE TO DEFENDANT MUFEED HAMED'S THIRD SET OF INTERROGATORIES" to be served upon the following via email:

Mark W. Eckard, Esq.

HAMM & ECKARD, LLP
5030 Anchor Way – Suite 13
Christiansted, St. Croix
U.S. Virgin Islands 00820-4692
E-Mail: meckard@hammneckard.com

Jeffrey B.C. Moorhead, Esq. C.R.T. Building 1132 King Street Christiansted, St. Croix U.S. Virgin Islands 00820

E-Mail: jeffreymlaw@yahoo.com

Correlation Table for BNS Documents Relating to Plessen - BNS Intake Gathering Form [Exhibit A page 1 of 3]

1. BNS Intake Gathering Form (Version 1)	Yusuf Production in 370 Case	BNS Production	YUSUF PRODUCTION IN 120 CASE		BNS Production
2. Bates No. 120/Y-00223 2. Bates No. 120/Y-00225 2. Bates No. 120/Y-00225 2. Bates No. 120/Y-00225 2. Bates No. 120/Y-00225 3. A. First Page is Handwritten Version 2 is at lines for #9 and 10.	1. BNS Intake Gathering Form	1. BNS Intake Gathering Form	1. BNS Intake Gathering Form	1. BNS Intake Gathering Forming	1. BNS Intake Gathering Form
A. FV004494 (only difference with Version 2 is at lines for #9 and 10). B. FV004495 C. FV004496 C. FV004496 C. FV004496 C. FV004496 D. FV004497 (only difference with Version 2 is at lines for #9 and 10). C. FV004497 (only difference with Version 2 is handwritten check marks on left hand side of page.) C. FV004496 C. FV004496 C. FV004496 D. FV004497 (only difference with Version 2 is handwritten check marks on left hand side of page.) C. FV004496 (only difference with Version 2 is Section 2, #1 is filled out.) C. FV004499 (only difference with Version 2 is Section 2, #1 is filled out.) C. FV004499 (only difference with Version 2 is that this form is not filled out.) C. FV004499 (only difference with Version 2 is that this form is not filled out.) C. FV004499 (only difference with Version 2 is that this form is not filled out.) C. FV004499 (only difference with Version 2 is that this form is not filled out.) C. FV004499 (only difference with Version 2 is that this form is not filled out.) C. FV004499 (only difference with Version 2 is that this form is not filled out.) C. FV004499 (only difference with Version 2 is that this form is not filled out.) C. FV004499 (only difference with Version 2 is that this form is not filled out.) C. FV004499 (only difference with Version 2 is that this form is not filled out.) C. FV004499 (only difference with Version 2 is that this form is not filled out.) C. FV004490 (only difference with Version 2 is that this form is not filled out.) C. FV004490 (only difference with Version 2 is that this form is not filled out.) C. FV004490 (only difference with Version 2 is that this form is not filled out.) C. FV004490 (only difference with Version 2 is that this form is not filled out.) C. FV004490 (only difference with Version 2 is that this form is not filled out.) C. FV004490 (only difference with Version 2 is that this form is not filled out.) C. FV004490 (only difference with Version 2 is that this form is not filled out.) C. FV004490 (only difference with Version 2 is that this fo	, ,	,	,	, ,	,
Version 2 is at lines for #9 and 10). 8. FY004495 C. FY004496 C. FY004496 C. PY004496 D. PY004497 (only difference with Version 2 is handwritten check marks on left hand side of page.) E. FY004498 (only difference with Version 2 is Section 2, #1 is filled out.) F. FY004499 (only difference with Version 2 is Section 2, #1 is filled out.) F. FY004499 (only difference with Version 2 is Section 2, #1 is filled out.) F. FY004499 (only difference with Version 2 is Section 2, #1 is filled out.) F. FY004499 (only difference with Version 2 is Section 2, #1 is filled out.) F. FY004499 (only difference with Version 2 is Section 2, #1 is filled out.) F. FY004499 (only difference with Version 2 is that this form is not filled out.) F. FY004499 (only difference with Version 2 is that this form is not filled out.) F. FY004499 (only difference with Version 2 is that this form is not filled out.) F. FY004499 (only difference with Version 2 is that this form is not filled out.) F. FY004490 (only difference with Version 2 is that this form is not filled out.) F. FY004490 (only difference with Version 2 is that this form is not filled out.) F. FY004501 F. FY0	2. Bates No. FY004494-4501	2. Bates No. FY004494-4501	2. Bates No. 120-YY-00225-232	2. Bates No. 12-YY-00273-281	2. No Bates No.s
10). 8. FY004495 8. FY004495 C. FY004496 C. FY004496 C. FY004496 C. FY004496 C. FY004496 D. FY004497 (only difference with Version 2 is handwritten check marks on left hand side of page.) E. FY004498 (only difference with Version 2 is shandwritten check marks on left hand side of page.) E. FY004498 (only difference with Version 2 is Section 2, #1 is filled out.) F. FY004499 (only difference with Version 2 is stat this form is not filled out.) F. FY004499 (only difference with Version 2 is that this form is not filled out.) G. FY00499 (only difference with Version 2 is that this form is not filled out.) H. FY004501 H. FY	• •	, ,	A. 120-YY-00225(only difference	A. 12-YY-00273	A. First Page is Handwritten
B. FY004495 C. FY004496 C. FY004496 C. FY004496 C. FY004496 C. FY004497 (only difference with Version 2 is handwritten check marks on left hand side of page.) D. FY00498 (only difference with Version 2 is social net hand side of page.) E. FY00498 (only difference with Version 2 is Section 2, #1 is filled out.) F. FY00499 (only difference with Version 2 is Section 2, #1 is filled out.) F. FY00499 (only difference with Version 2 is Section 2, #1 is filled out.) G. FY00499 (only difference with Version 2 is that this form is not filled out.) F. FY00499 (only difference with Version 2 is that this form is not filled out.) G. FY00490 (only difference with Version 2 is that this form is not filled out.) H. FY00490 (in) With this form is not filled out.) H. FY00490 (i					
C. FY004496 D. FY004497 (only difference with Version 2 is handwritten check marks on left hand side of page.) E. FY004498 (only difference with Version 2 is Section 2, #1 is filled out.) F. FY004499 (only difference with Version 2 is that this form is not filled out.) F. FY004499 (only difference with Version 2 is that this form is not filled out.) F. FY004499 (only difference with Version 2 is that this form is not filled out.) F. FY004499 (only difference with Version 2 is that this form is not filled out.) F. FY004499 (only difference with Version 2 is that this form is not filled out.) F. FY004499 (only difference with Version 2 is that this form is not filled out.) F. FY004499 (only difference with Version 2 is that this form is not filled out.) F. FY004499 (only difference with Version 2 is that this form is not filled out.) F. FY004499 (only difference with Version 2 is that this form is not filled out.) F. FY004499 (only difference with Version 2 is that this form is not filled out.) F. FY004499 (only difference with Version 2 is that this form is not filled out.) F. FY004499 (only difference with Version 2 is that this form is not filled out.) F. FY004499 (only difference with Version 2 is that this form is not filled out.) F. FY004500 (only difference with Version 2 is that this form is not filled out.) F. FY004501 F.		•	·		
D. FY004497 (only difference with Version 2 is handwritten check marks on left hand side of page.) E. FY004498 (only difference with Version 2 is section 2, #1 is filled out.) F. FY004498 (only difference with Version 2 is Section 2, #1 is filled out.) F. FY004499 (only difference with Version 2 is Section 2, #1 is filled out.) F. FY004499 (only difference with Version 2 is Section 2, #1 is filled out.) F. FY004499 (only difference with Version 2 is Section 2, #1 is filled out.) F. FY004499 (only difference with Version 2 is that this form is not filled out.) F. FY004499 (only difference with Version 2 is that this form is not filled out.) F. FY004499 (only difference with Version 2 is that this form is not filled out.) F. FY004499 (only difference with Version 2 is that this form is not filled out.) F. FY004490 (only difference with Version 2 is that this form is not filled out.) F. FY004490 (only difference with Version 2 is that this form is not filled out.) H. FY004501 H. FY004501 H. FY004501 H. FY004501 H. 120-YY-00231 H. 12-YY-00280 H. 1					
Version 2 is handwritten check marks on left hand side of page.					
marks on left hand side of page.) E. FY004498 (only difference with Version 2 is Section 2, #1 is filled out.) F. FY004499 (only difference with Version 2 is Section 2, #1 is filled out.) F. FY004499 (only difference with Version 2 is Section 2, #1 is filled out.) F. FY004499 (only difference with Version 2 is that this form is not filled out.) F. FY00499 (only difference with Version 2 is that this form is not filled out.) F. FY00499 (only difference with Version 2 is that this form is not filled out.) F. FY00499 (only difference with Version 2 is that this form is not filled out.) F. FY00490 (only difference with Version 2 is that this form is not filled out.) F. FY00490 (only difference with Version 2 is that this form is not filled out.) F. FY00490 (only difference with Version 2 is that this form is not filled out.) F. FY00490 (only difference with Version 2 is that this form is not filled out.) F. FY00490 (only difference with Version 2 is that this form is not filled out.) F. FY00490 (only difference with Version 2 is that this form is not filled out.) F. FY00490 (only difference with Version 2 is that this form is not filled out.) F. FY00490 (only difference with Version 2 is that this form is not filled out.) F. FY00490 (only difference with Version 2 is that this form is not filled out.) F. FY00490 (only difference with Version 2 is that this form is not filled out.) F. FY00490 (only difference with Version 2 is that this form is not filled out.) F. FY00490 (only difference with Version 2 is that this form is not filled out.) F. FY00490 (only difference with Version 2 is that this form is not filled out.) F. FY00490 (only difference with Version 2 is that this form is not filled out.) F. FY00490 (only difference with Version 2 is that this form is not filled out.) F. FY00490 (only difference with Version 2 is that this form is not filled out.) F. FY00490 (only difference with Version 2 is that this form is not filled out.) F. FY00490 (only difference with Version 2 is that thi	, ,	, ,	1	D. 12-YY-00276	D. Third Page is handwritten
E. FY00498 (only difference with Version 2 is Section 2, #1 is filled out.) F. FY00499 (only difference with Version 2 is Section 2, #1 is filled out.) F. FY00499 (only difference with Version 2 is that this form is not filled out.) G. FY004500 (only difference with Version 2 is that this form is not filled out.) H. FY004501 H. FY004501 H. FY004501 H. 120-YY-00231 H. 120-YY-00231 H. 120-YY-00230 (only difference with Version 2 is that this form is not filled out.) H. FY004501 H. FY004501 H. 120-YY-00231 H. 120-YY-00231 H. 12-YY-00280 H. Seventh page is handwritten with Version 2 is that this form is not filled out.) H. FY004501 H. FY004501 H. 120-YY-00231 H. 12-YY-00230 (only difference with Version 2 is that this form is not filled out.) H. FY004501 H. FY004501 H. 120-YY-00231 H. 12-YY-00280 H. Seventh page is signed by Fathi Yusuf, dated 4/5-10 1. When Received: Produced on or about May 15, 2014 in the 370 Case, pursuant to supplemental Rule 26 disclosure. 4. This was produced by BNS as Exhibit 8 to its March 6, 2017 Motion to Dismiss and Motion to Strike in the Hamed v. BNS et al, Civil Action File No. SX-16-CV-429. (Yusuf Yusuf is bates stamping and producing these documents as responsive to the Third Production of Documents, June 5, 2017)					
E. FY004498 (only difference with Version 2 is Section 2, #1 is filled out.) F. FY004499 (only difference with Version 2 is Section 2, #1 is filled out.) F. FY004499 (only difference with Version 2 is Section 2, #1 is filled out.) F. FY004499 (only difference with Version 2 is that this form is not filled out.) G. FY004500 (only difference with Version 2 is that this form is not filled out.) H. FY004501 H. FY004501 H. FY004501 H. 120-YY-00231 (only difference with Version 2 is that this form is not filled out.) H. FY004501 H. FY004501 H. 120-YY-00231 H. 120-YY-00231 H. 12-YY-00280 H. 12-YY-002	marks on left hand side of page.)				
Version 2 is Section 2, #1 is filled out.) Wersion 2 is Section 2, #1 is filled out.) F. FY004499 (only difference with Version 2 is that this form is not filled out.) F. FY004499 (only difference with Version 2 is that this form is not filled out.) F. FY004499 (only difference with Version 2 is that this form is not filled out.) G. FY004500 (only difference with Version 2 is that this form is not filled out.) G. FY004500 (only difference with Version 2 is that this form is not filled out.) G. FY004501 H. FY004					
out) F. PY004499 (only difference with Version 2 is that this form is not filled out.) G. FY004500 (only difference with Version 2 is that this form is not filled out.) G. FY004501 H.	, ,	, ,	, ,	D. 12-YY-00277	E. Fourth Page is handwritten
F. FY004499 (only difference with Version 2 is that this form is not filled out.) G. FY004500 (only difference with Version 2 is that this form is not filled out.) H. FY004501 H. FY004			-		
Version 2 is that this form is not filled out.) G. FY004500 (only difference with Version 2 is that this form is not filled out.) H. FY004501 H. 120-YY-00231 H. 12-YY-00280 H. 12-YY-00280 H. Seventh page is signed by Fathi Yusuf, dated 4-5-10 H. Seventh page is signed by Fathi Yusuf, dated 4-5-10 H. Seventh page is signed by Fathi Yusuf, dated 4-5-10 H. Seventh page is signed by Fathi Yusuf, dated 4-5-10 I. 12-YY-00281, dated 2/3/12 4. When Received: Re-produced in this case after having been produced on or about May 15, 2014 in the 370 Case, pursuant to supplemental Rule 26 disclosure. When Received: Re-produced in Civil Action File No. SX-16-CV-429. (Yusuf Yusuf is bates stamping and producing these documents as responsive to the Third Production of Documents, June 5, 2017) Which is does not still this form is not filled out.) H. 12-YY-00280 H. 12-YY-00280 H. 12-YY-00280 H. 12-YY-00280 H. 12-YY-00280 H. 12-YY-00280 A. Also bears Bates No. HAMD631639-631647 H. When Received: Re-produced in this case after having been produced on or about May 15, 2014 in the 370 Case, pursuant to supplemental Rule 26 disclosure. You Harch 30, 2016, See Interrogatory Responses 3 and 8 and February 27, 2017 Letter supplementing these responses. Yous Yusuf is bates stamping and producing these documents as responsive to the Third Production of Documents, June Produ	,			F 12 W 00270	E Fifth Desc is beneficialities
filled out.) G. FY004500 (only difference with Version 2 is that this form is not filled out.) H. FY004501 H. 120-YY-00231 H. 12-YY-00280 H. 12-YY-00280 H. 12-YY-00280 H. 12-YY-00280 H. Seventh page is signed by Fathi Yusuf, dated 4-5-10 I. 12-YY-00281, dated 2/3/12 I. 12-YY-00281, dated 2/3/12 I. When Received: Produced on or about May 15, 2014 in the 370 Case, pursuant to supplemental Rule 26 disclosure. Motion to Dismiss and Motion to Strike in the Hamed v. BNS et al, Civil Action File No. SX-16-CV-429. (Yusuf Yusuf is bates stamping and producing these documents as responsive to the Third Production of Documents, June 5, 2017) H. 120-YY-00231 H. 12-YY-00280 H. Seventh page is signed by Fathi Yusuf, dated 4-5-10 I. 12-YY-00280 H. Seventh page is signed by Fathi Yusuf, dated 2/3/12 I. 12-YY-00281 H. 12-YY-00280 H. Seventh page is signed by Fathi Yusuf, dated 4-5-10 I. 12-YY-00280 H. Seventh page is signed by Fathi Yusuf, dated 2/3/12 I. 12-YY-00280 H. Seventh page is signed by Fathi Yusuf, dated 2/3/12 I. 12-YY-00280 H. Seventh page is signed by Fathi Yusuf, dated 2/3/12 I. 12-YY-00280 H. Seventh page is signed by Fathi Yusuf, dated 2/3/12 I. 12-YY-00280 I. 12-YY-00280 H. Seventh page is signed by Fathi Yusuf, dated 2/3/12 I. 12-YY-00280 I. 12-YY-00280 H. Mandolina Seventh page is signed by Fathi Yusuf, dated 2/3/12 I. 12-YY-00280 I. 12-YY-00280 II 13-YY-00280 II 14-YY-00280 II 15-YY-00280 II 15-YY-00280 II 15-YY-00280 II 15-YY-00280	` '	` '	, ,	F. 12-YY-00278	F. Fifth Page is nandwritten
G. FY004500 (only difference with Version 2 is that this form is not filled out.) H. FY004501 H. Seventh page is signed by Fathi Yusuf, dated 2/3/12 I. 12-YY-00281, dated 2/3/12 3. Also bears Bates No. FY004494-4501 H. FY004501 H. Seventh page is signed by Fathi Yusuf, dated 4-5-10 I. 12-YY-00281, dated 2/3/12 3. Also bears Bates No. FY004494-4501 H. FY004501 H. Seventh page is signed by Fathi Yusuf, dated 4-5-10 I. 12-YY-00281, dated 2/3/12 3. Also bears Bates No. HAMD631639-631647 A. When Received: Re-produced in this case after having been produced on or about May 15, 2014 in the 370 Case, pursuant to Strike in the Hamed v. BNS et al, Civil Action File No. SX-16-CV-429. (Yusuf Yusuf is bates stamping and producing these documents as responsive to the Third Production of Documents, June 5, 2017) A. When Received: Re-produced in this case after having been produced on or about May 15, 2014 in the 370 Case, pursuant to supplemental Rule 26 disclosure. A. When Received: On or about March 30, 2016, See Interrogatory Responses 3 and Sand February 27, 2017 Letter supplementing these responses. A. This was produced by BNS as Exhibit A to its March 6, 2017 Motion to Dismiss and Motion to Strike in the Hamed V. BNS et al, Civil Action File No. SX-16-CV-429. (Yusuf Yusuf is bates stamping and producing these documents as responsive to the Third Production of Documents, June 5, 2017)					
Version 2 is that this form is not filled out.) H. FY004501 H. FY004501 H. FY004501 H. FY004501 H. FY004501 H. FY004501 H. 120-YY-00231 H. 120-YY-00231 H. 12-YY-00280 H. Seventh page is signed by Fathi Yusuf, dated 4-5-10 I. 12-YY-00281, dated 2/3/12 3. Also bears Bates No. HAMD631639-631647 4. This was produced by BNS as Exhibit B to its March 6, 2017 Motion to Dismiss and Motion to Strike in the Hamed v. BNS et al, Civil Action File No. SX-16-CV-429. (Yusuf Yusuf is bates stamping and producing these documents as responsive to the Third Production of Documents, June 5, 2017) H. 120-YY-00281 H. 12-YY-00280 H. Seventh page is signed by Fathi Yusuf, dated 4/5-10 I. 12-YY-00280 H. Seventh page is signed by Fathi Yusuf, dated 2/3/12 4. When Received: Re-produced in this case after having been produced on or about May 15, 2014 in the 370 Case, pursuant to supplementing these responses. 4. When Received: On or about March 30, 2016, See Interrogatory Responses 3 and 8 and February 27, 2017 Letter supplementing these responses. 4. When Received: On or about May 15, 2014 in the 370 Case, pursuant to supplementing these responses. (Yusuf Yusuf is bates stamping and producing these documents as responsive to the Third Production of Documents, June 5, 2017)	,	,	·	G 12 VV 00270	G Sixth Page is handwritten
filled out.) H. FY004501 H. FY004501 H. FY004501 H. FY004501 H. 120-YY-00231 H. 12-YY-00280 H. Seventh page is signed by Fathi Yusuf, dated 4-5-10 I. 12-YY-00281, dated 2/3/12 3. Also bears Bates No. HAMD601910-917 FY004494-4501 3. Also bears Bates No. HAMD631639-631647 4. This was produced by BNS as Exhibit B to its March 6, 2017 Case, pursuant to supplemental Rule 26 disclosure. FY004501 4. This was produced by BNS as Exhibit B to its March 6, 2017 Motion to Dismiss and Motion to Strike in the Hamed v. BNS et al, Civil Action File No. SX-16-CV-429. (Yusuf Yusuf is bates stamping and producing these documents as responsive to the Third Production of Documents, June 5, 2017) H. Seventh page is signed by Fathi Yusuf, dated 2/3/12 3. Also bears Bates No. HAMD631639-631647 4. When Received: Re-produced in this case after having been produced on or about May 15, 2014 in the 370 Case, pursuant to supplementing these responses. 4. When Received: On or about March 30, 2016, See Interrogatory Responses 3 and 8 and February 27, 2017 Letter supplementing these responses. 5. X-16-CV-429. (Yusuf Yusuf is bates stamping and producing these documents as responsive to the Third Production of Documents, June			` '	G. 12-11-002/9	G. Sixtii Fage is Halluwlittell
H. FY004501 H. FY004501 H. 120-YY-00231 H. 120-YY-00231 H. 12-YY-00280 H. Seventh page is signed by Fathing Yusuf, dated 4-5-10 I. 12-YY-00281, dated 2/3/12 3. Also bears Bates No. HAMD601910-917 4. This was produced by BNS as Exhibit B to its March 6, 2017 Motion to Dismiss and Motion to Strike in the Hamed v. BNS et al, Civil Action File No. SX-16-CV-429. (Yusuf Yusuf is bates stamping and producing these documents as responsive to the Third Production of Documents, June 5, 2017) H. 12-YY-00281, dated 2/3/12 3. Also bears Bates No. HAMD631639-631647 4. When Received: Re-produced in this case after having been produced on or about May 15, 2014 in the 370 Case, pursuant to supplemental Rule 26 disclosure. 4. When Received: On or about March 30, 2016, See Interrogatory Responses 3 and 8 and February 27, 2017 Letter supplementing these responses. 4. This was produced by BNS as Exhibit A to its March 6, 2017 Motion to Dismiss and Motion to Strike in the Hamed v. BNS et al, Civil Action File No. SX-16-CV-429. (Yusuf Yusuf is bates stamping and producing these documents as responsive to the Third Production of Documents, June					
3. Also bears Bates No. HAMD601910-917 4. This was produced by BNS as Exhibit B to its March 6, 2017 Motion to Dismiss and Motion to Strike in the Hamed v. BNS et al, Civil Action File No. SX-16-CV-429. (Yusuf Yusuf is bates stamping and producing these documents as responsive to the Third Production of Documents, June 5, 2017) 1. When Received: Produced on or about May 15, 2014 in the 370 Case, pursuant to supplemental Rule 26 disclosure. 4. This was produced by BNS as Exhibit B to its March 6, 2017 Motion to Dismiss and Motion to Strike in the Hamed v. BNS et al, Civil Action File No. SX-16-CV-429. (Yusuf Yusuf is bates stamping and producing these documents as responsive to the Third Production of Documents, June 5, 2017) 1. 12-YY-00281, dated 2/3/12 3. Also bears Bates No. HAMD631639-631647 4. When Received: On or about March 30, 2016, See Interrogatory Responses 3 and 8 and February 27, 2017 Letter supplementing these responses. (Yusuf Yusuf is bates stamping and producing these documents as as responsive to the Third Production of Documents, June	,	,		H 12-YY-00280	H Seventh page is signed by Eathi
3. Also bears Bates No. HAMD601910-917 1. When Received: Produced on or about May 15, 2014 in the 370 Case, pursuant to supplemental Rule 26 disclosure. 4. This was produced by BNS as Exhibit B to its March 6, 2017 Motion to Dismiss and Motion to Strike in the Hamed v. BNS et al, Civil Action File No. SX-16-CV-429. (Yusuf Yusuf is bates stamping and producing these documents as responsive to the Third Production of Documents, June 5, 2017) 1. 12-YY-00281, dated 2/3/12 3. Also bears Bates No. HAMD631639-631647 4. When Received: Re-produced in this case after having been produced on or about May 15, 2014 in the 370 Case, pursuant to supplemental Rule 26 disclosure. 4. When Received: On or about March 30, 2016, See Interrogatory Responses 3 and 8 and February 27, 2017 Letter supplementing these responses. 4. When Received: On or about March 30, 2016, See Interrogatory Responses 3 and 8 and February 27, 2017 Letter supplementing these responses. 5. When Received: On or about March 30, 2016, See Interrogatory Responses 3 and 8 and February 27, 2017 Letter supplementing these responses. 6. When Received: On or about March 30, 2016, See Interrogatory Responses 3 and 8 and February 27, 2017 Letter supplementing these responses. 7. When Received: On or about March 30, 2016, See Interrogatory Responses 3 and 8 and February 27, 2017 Size Interrogatory Responses 3 and 8 and February 27, 2017 Size Interrogatory Responses 3 and 8 and February 27, 2017 Size Interrogatory Responses 5 and 8 and February 27, 2017 Size Interrogatory Responses 5 and 8 and February 27, 2017 Size Interrogatory Responses 5 and 8 and February 27, 2017 Size Interrogatory Responses 5 and 8 and February 27, 2017 Size Interrogatory Responses 5 and 8 and February 27, 2017 Size Interrogatory Responses 5 and 8 and February 27, 2017 Size Interrogatory Responses 5 and 8 and February 27, 2017 Size Interrogatory Responses 5 and 8 and February 27, 2017 Size Interrogatory Responses 5 and 8 and February 27, 2017 Size Interrogatory Responses 5 and 8 and F	11. 11004301	11. 11004301	11. 120 11 00231	11. 12 11 00200	
1. When Received: Produced on or about May 15, 2014 in the 370 Case, pursuant to supplemental Rule 26 disclosure. 4. This was produced by BNS as Exhibit B to its March 6, 2017 Motion to Dismiss and Motion to Strike in the Hamed v. BNS et al, Civil Action File No. SX-16-CV-429. (Yusuf Yusuf is bates stamping and producing these documents as responsive to the Third Production of Documents, June 5, 2017) HAMD631639-631647 4. When Received: Re-produced in this case after having been produced on or about May 15, 2014 in the 370 Case, pursuant to supplemental Rule 26 disclosure. 4. When Received: On or about March 30, 2016, See Interrogatory Responses 3 and 8 and February 27, 2017 Letter supplementing these responses. 5. When Received: On or about March 30, 2016, See Interrogatory Responses 3 and 8 and February 27, 2017 Letter supplementing these responses. 6. When Received: On or about March 30, 2016, See Interrogatory Responses 3 and 8 and February 27, 2017 Letter supplementing these responses. 7. When Received: On or about March 30, 2016, See Interrogatory Responses 3 and 8 and February 27, 2017 Letter supplementing these responses. 8. When Received: On or about March 30, 2016, See Interrogatory Responses 3 and 8 and February 27, 2017 Letter supplementing these responses. 9. When Received: On or about March 30, 2016, See Interrogatory Responses 3 and 8 and February 27, 2017 Letter supplementing these responses. 9. When Received: On or about March 30, 2016, See Interrogatory Responses 3 and 8 and February 27, 2017 Letter supplementing these responses to the Hamed v. BNS et al, (Civil Action File No. SX-16-CV-429.				I. 12-YY-00281, dated 2/3/12	
1. When Received: Produced on or about May 15, 2014 in the 370 Case, pursuant to supplemental Rule 26 disclosure. 4. This was produced by BNS as Exhibit B to its March 6, 2017 Motion to Dismiss and Motion to Strike in the Hamed v. BNS et al, Civil Action File No. SX-16-CV-429. (Yusuf Yusuf is bates stamping and producing these documents as responsive to the Third Production of Documents, June 5, 2017) HAMD631639-631647 4. When Received: Re-produced in this case after having been produced on or about May 15, 2014 in the 370 Case, pursuant to supplemental Rule 26 disclosure. 4. When Received: On or about March 30, 2016, See Interrogatory Responses 3 and 8 and February 27, 2017 Letter supplementing these responses. 5. When Received: On or about March 30, 2016, See Interrogatory Responses 3 and 8 and February 27, 2017 Letter supplementing these responses. 6. When Received: On or about March 30, 2016, See Interrogatory Responses 3 and 8 and February 27, 2017 Letter supplementing these responses. 7. When Received: On or about March 30, 2016, See Interrogatory Responses 3 and 8 and February 27, 2017 Letter supplementing these responses. 8. When Received: On or about March 30, 2016, See Interrogatory Responses 3 and 8 and February 27, 2017 Letter supplementing these responses. 9. When Received: On or about March 30, 2016, See Interrogatory Responses 3 and 8 and February 27, 2017 Letter supplementing these responses. 9. When Received: On or about March 30, 2016, See Interrogatory Responses 3 and 8 and February 27, 2017 Letter supplementing these responses to the Hamed v. BNS et al, (Civil Action File No. SX-16-CV-429. 9. When Received: On or about March 30, 2016, See Interrogatory Responses 3 and 8 and February 27, 2017 Letter supplementing these responses to the Hamed v. BNS et al, (Civil Action File No. SX-16-CV-429.					
1. When Received: Produced on or about May 15, 2014 in the 370 Case, pursuant to supplemental Rule 26 disclosure. 4. This was produced by BNS as Exhibit B to its March 6, 2017 Motion to Dismiss and Motion to Strike in the Hamed v. BNS et al, Civil Action File No. SX-16-CV-429. (Yusuf Yusuf is bates stamping and producing these documents as responsive to the Third Production of Documents, June 5, 2017) 4. When Received: Re-produced in this case after having been produced on or about May 15, 2014 in the 370 Case, pursuant to supplemental Rule 26 disclosure. 4. When Received: On or about March 30, 2016, See Interrogatory Responses 3 and 8 and February 27, 2017 Letter supplementing these responses. 4. This was produced by BNS as Exhibit A to its March 6, 2017 Motion to Dismiss and Motion to Strike in the Hamed v. BNS et al, Civil Action File No. SX-16-CV-429. (Yusuf Yusuf is bates stamping and producing these documents as responsive to the Third Production of Documents, June		3. Also bears Bates No.	3. Also bears Bates No.	3. Also bears Bates No.	3. No bates no.s.
about May 15, 2014 in the 370 Case, pursuant to supplemental Rule 26 disclosure. Exhibit B to its March 6, 2017 Motion to Dismiss and Motion to Strike in the Hamed v. BNS et al, Civil Action File No. SX-16-CV-429. (Yusuf Yusuf is bates stamping and producing these documents as responsive to the Third Production of Documents, June 5, 2017) Exhibit B to its March 6, 2017 Motion to Dismiss and Motion to Strike and February 27, 2017 Letter supplementing these responses. March 30, 2016, See Interrogatory Responses 3 and 8 and February 27, 2017 Letter supplementing these responses. SX-16-CV-429. (Yusuf Yusuf is bates stamping and producing these documents as responsive to the Third Production of Documents, June 5, 2017)		HAMD601910-917	FY004494-4501	HAMD631639-631647	
about May 15, 2014 in the 370 Case, pursuant to supplemental Rule 26 disclosure. Exhibit B to its March 6, 2017 Motion to Dismiss and Motion to Strike in the Hamed v. BNS et al, Civil Action File No. SX-16-CV-429. (Yusuf Yusuf is bates stamping and producing these documents as responsive to the Third Production of Documents, June 5, 2017) Exhibit B to its March 6, 2017 Motion to Dismiss and Motion to Strike and February 27, 2017 Letter supplementing these responses. (Yusuf Yusuf is bates stamping and producing these documents as responsive to the Third Production of Documents, June 5, 2017)					
Case, pursuant to supplemental Rule 26 disclosure. Motion to Dismiss and Motion to Strike in the Hamed v. BNS et al, Civil Action File No. SX-16-CV-429. (Yusuf Yusuf is bates stamping and producing these documents as responsive to the Third Production of Documents, June 5, 2017) Motion to Dismiss and Motion to Strike in the Hamed v. BNS et al, Civil Action File No. SX-16-CV-429. Interrogatory Responses 3 and 8 and February 27, 2017 Letter supplementing these responses. Notion to Dismiss and Motion to Strike in the Hamed v. BNS et al, Civil Action File No. SX-16-CV-429. (Yusuf Yusuf is bates stamping and producing these documents as responsive to the Third Production of Documents, June 5, 2017)		· · · · · · · · · · · · · · · · · · ·	•		1
Rule 26 disclosure. Strike in the Hamed v. BNS et al, Civil Action File No. SX-16-CV-429. (Yusuf Yusuf is bates stamping and producing these documents as responsive to the Third Production of Documents, June 5, 2017) Strike in the Hamed v. BNS et al, Civil Action File No. SX-16-CV-429. 2014 in the 370 Case, pursuant to supplemental Rule 26 disclosure. 8 and February 27, 2017 Letter supplementing these responses. Strike in the Hamed v. BNS et al, Civil Action File No. SX-16-CV-429. (Yusuf Yusuf is bates stamping and producing these documents as responsive to the Third Production of Documents, June			_		-
Civil Action File No. SX-16-CV-429. (Yusuf Yusuf is bates stamping and producing these documents as responsive to the Third Production of Documents, June 5, 2017) supplemental Rule 26 disclosure. Letter supplementing these responses. Letter supplementing these v. BNS et al, Civil Action File No. SX-16-CV-429. (Yusuf Yusuf is bates stamping and producing these documents as responsive to the Third Production of Documents, June 5, 2017)				= -	
(Yusuf Yusuf is bates stamping and producing these documents as responsive to the Third Production of Documents, June 5, 2017) responses. SX-16-CV-429. (Yusuf Yusuf is bates stamping and producing these documents as and producing these documents as responsive to the Third Production of Documents, June	Rule 26 disclosure.			■	
(Yusuf Yusuf is bates stamping and producing these documents as responsive to the Third Production of Documents, June 5, 2017) (Yusuf Yusuf is bates stamping and (Yusuf Yusuf is bates stamping and producing these documents as as responsive to the Third Production of Documents, June		Civil Action File No. SX-16-CV-429.	supplemental Rule 26 disclosure.	· ·	· ·
producing these documents as responsive to the Third Production of Documents, June 5, 2017) (Yusuf Yusuf is bates stamping and producing these documents as responsive to the Third Production of Documents, June		(Vugue Vugue in batan atamasia		responses.	5X-16-CV-429.
responsive to the Third Production of Documents, June 5, 2017) and producing these documents as responsive to the Third Production of Documents, June					(Vusuf Vusuf is botos starsaira
of Documents, June 5, 2017) as responsive to the Third Production of Documents, June					
Production of Documents, June		•			
· · · · · · · · · · · · · · · · · · ·		or Documents, June 5, 2017)			
					5, 2017)

Correlation Table for BNS Documents Relating to Plessen - Signature Pages [Exhibit A page 2 of 3]

Yusuf Production in 370 Case	Yusuf Production in 120 Case		
1. Signature pages (Version 1)	1. Signature Pages (Version 1)	1. Signature Pages (Version 1)	Signature Pages (Version 2)
2. Bates No. FY004502	2. Bates No. 120-YY-00233	2. Bates No. 12-YY-00282	2. Bates No. 120-YY-00283-284
A. Shows Six Signatures	A. Shows Six Signatures	A. Shows Six Signatures	A. Shows Six Signatures
B. Indicates "Any Two ** One Hamed One Yusuf"	B. Indicates "Any Two ** One Hamed One Yusuf"	B. Indicates "Any Two ** One Hamed One Yusuf"	B. Indicates "Any Two **One Hamed One Yusuf"
	3. Also bears Bates No. FY004502	3. Also bears Bates No. PEOP100673	3. Also bears Bates No. HAMD631672-73
4. When Received: Produced on or about May 15, 2014 in the 370 Case, pursuant to supplemental Rule 26 disclosure.	4. When Received: Re-produced in this case after having been produced on or about May 15, 2014 in the 370 Case, pursuant to supplemental Rule 26 disclosure.	4. When Received: This particular copy was part of Hamed's Interrogatories which bears the bates numbers PEOP100673. It was received as part of the discovery from Hamed as Exhibit 2. However, it appears to be the same as the comparisons of Version 1 in this chart. Yusuf re-bates stamped it in this case and reproduced it.	4. When Received: This particular copy was part of Hamed's Interrogatories as Exhibit 2. However, it appears to be the same as the comparisons of Version 1 in this chart but is simply divided into two pages. Yusuf re-bates stamped it in this case and re-produced it.

Correlation Table for BNS Documents Relating to Plessen - Signature Pages [Exhibit A, page 3 of 3]

YUSUF PRODUCTION IN 370 CASE	Yusuf Production in 120 Case		
1. Signature pages (Version 1)	1. Signature Pages (Version 1)	1. Signature Pages (Version 2)	
2. Bates No. FY004504	2. Bates No. 120-YY-00234	2. Bates No. FY 010263	
A. Electronic Signature Page Dated Aug. 17, 2009	A. Electronic Signature Page Dated Aug. 17, 2009	A. Electronic Signature Page Dated Aug. 17, 2009 – appears to be missing some of the "computer" information from the print screen but substantively is the same.	
	3. Also bears Bates No. FY004504		
4. When Received: Produced on or about May 16, 2014 in the 370 Case, pursuant to supplemental Rule 26 disclosure.	4. When Received: Re-produced in this case after having been produced on or about May 15, 2014 in the 370 Case, pursuant to supplemental Rule 26 disclosure. See Supplemental Response to Interrogatory No. 4 in the February 27, 2017 letter. The August 17, 2009 electronic signature page was provided to Officer Corneiro as indicated at Page 3, Paragraph f, Subparagraph 6 of his Affidavit – "Copy of Signature card for Plessen Enterprises, Inc. as of August 17, 2009."	•	

Information Cathering Form - Account for a Private Corporate Entity Information Cathering Form - Account for a Private Corporate Entity Information Cathering Form - Account for a Private Corporate Entity Information Catherina Constitution (Catherina Catherina Cather

[III] February 221 18 20 17 18 20 17 18 20	
SECTION 1 DE LAUS DE THE COMPANY	
1 ball hypthemposef the complima-	
Matthewalther with the a matter of the company of t	re.
Telephone manuer 1961 / 1955 - to Weissing Weissing (A. 1964)	
Summer of employees, Pull time Got tous fine S	
4. Supplier of years in business:	
Souther of years at above address . 76	
Life of the control o	
A Colores of the Company Registered Office. For Soc. 25 2 2 3 4 2 5 4 2 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	
The state of the 17 2 2 mg and the state of	
y Name address on of minute content of the state of The roots will be all Res.	
f mult ad press. 13,60 15.5 15.5 25.57 Exestrate number 15.42 15.42.7	
9 Name and address of the company's primary banker	
Some of Account Standger Reid - Licanite namber: 1 1	
10. Name and address of the Ener Finn that represent the company (if applicable). Land Africa 2 Annual State (1) Annual Stat	
the area with the best with the best best best best best best best bes	

Name of Attacous (if specifically assigned, while the finite of the Telephone number (310 1777 - 5737) (a.simila number (111) 10 1777 - 5737

11. Since and address of the competity's Accounted (if applicable),

Levelbour amigher (_____)

Exhibit A

is which or certify three capies? If outfaits committee provided at the following a special decrease

- tenificuessbottmeorphiales degistratus;
- Octional arrang anticles of hempsyman? Association willy:
- Notice of Address or Source of Change of Address of Registered Office.
- Suffice of Discesors, Managera or Soutes of Uninge of Directors Manager,
- Notice of Appairment of Secretary unit or Rollice of Change of Secretary,
- Register of Members' Starcholders, including the foll name and address of each beneficial coner bearing 25th of real the Company syldness:
- Leade Hushies: Ucernes and Registration memorantion
- Request to Noon on a great a december
 - Certificate of thost Smudnig, or
- Any other decision material temperature the Account Officer

Same Wherever averagents require reasonal, a copy of the "applicat" (forumed) is to be pravided in Scaladance man early energal area opisteadon process.

- 13. If now of the cohorting is well a <u>convening emily</u> then the beam hard in so don 12 or required for each such corporate coulty, as well information regarding the following
 - Authorized signments;
 - Directors:
 - Beneficial owner helding 25% or more of the Company's shows:
 - Any person with principal commod over the Company's useds; unti-
 - Any person acting under a mover of anomey or only other legal document
- 14. Please provate personal information for each afficer, director, and shorthelder with more than 25% means up of THE COMPRESS!

transe Formation that where we the same the same that we have the same that the same t the said of the said of the said of the said Felophone Salvales 7 18 52 16 Second Scientify Simulator 570, 27 1613. Country to tallocation the charge 1 mails diluce to Acres dans Title 12" 778 GEHE Lelephnia (Sumber Sawind Stemby Number 5300 Oct 7272 Commy of Colorabill finial ade Soc. Michigan Contract This Same State of the P131-4 authlet, sedicit 7/860116 Diagon Blink Releptions Sumbst. Social Security Sommer 5,77% - 03 4555 CHRISH of Chichestic Finall address (Popular Address Whoma Styless Fur of Lant. Is lephyne Kiraber Social Scenity Number Leading to the state of

Physical Scarces Mailing Address. Chamilto of Chicenship

DESCRIBATE LOUTE multiple of authorize

Are my of the signmerics cathies, Alapeliothers with mine than Meanwhar bigs are their increasing thanky ascrobers a the my in the required course. Anglemmers was more than 2 a rough to the first manager as the property of a fine greater of the content of th government of a some affect of a fineign Political Party, or a senior executive of they could be related by a foreign executive of they could be related by a foreign executive of they could be related by a foreign executive of the could be related by a foreign executive of the could be related by a foreign executive of the could be related by the foreign executive of the could be related by the foreign executive.

S.O. 11.5. (IFM September executive, regarding, a distribution of the foreign executive.)

Link

in Soullabout, a standard appearing documents are neglectally only norwined after all of the recent acqueous requires east. manaturing a straight That doe in this investe, please ecoupled the following que nous regard) in the noutracerd afginal osciolarity from the theory

so Provide the rente and the of cash underdaid who is numbered to the competer's teer and Authorized Agreet, are trained in provide two pure certal 10 in original function manufactority and whom animalized to a hand supplying sure to princing piece being a government beneat plann 1D to a stallet pay our, direct to one count must be secondary pieces; e. by the event wood or the sustained seconds and one.

we place to the land of the granter of Partie Table Quantify
Physical Address
Mining Address
Date of Blan
Camure of Chica-day Teleptone Samber 775 576 07 (m) 3 County of Chiandan ... which.

Play short Address to the first process of the firs Scool Secondly Spindise SEE 25 SEE

County of Philadelip to the Species, con-Comment of the Comment of March When they there put and all the state of the hate we yer you Name physical vehices

Mailing Address Date of Dinh Longroom Number 725 544 (Social Security Semiller State 1975 6 975 6 975 6 975 Coming of Cilicustin Q. 10.

thysheaf Adding. Mailing Address
Date of Blate
Country of Chizenship

Considerations

Name Obysical Address Malling Address thill to steet Country of Christofilp Famil address

Telephone Sandier Social Security Sposter



Name
Plysical Address
Nulling Address
Date of Units

County steptices County of Capstraggle Origins of Gup Writing Vytasse, [1] Title

Tetaphone Number Speint Scendig Number

Hande the signing historians for the above named individuals who are required to sign on the company's account (e.g., any sme to right (e.g., any sme to right (e.g., any sme to right)).

المالي المؤد المعمالين الماء

4.1 Provide names and applicable forgulations for persons and authorized to sign on the assemble bar orderized to obtain the assemble balance cohect account statements and to documents are then required as per non-a-4.

Beauto

principle details of any reservoising accounts of chainsabile acts with any Southbank Group.

1. If accompany, interple ir banker's reference on the aforementioned Company, prepared on the opplicable Bank's kindle and several special problems of the problems of the Company Is moving established and does not not concernably both in relationship from the reference with a provided on the Parent Company. Therefor the transfer the problems of the parent Company of the transfer of the parent Company of the transfer of the parent Company of the transfer of the parent of the problems of the parent type of the nonteners of the company of the parent backet of the parent behavior, and the specifically addressed to Scattlington the proceeding the day of the country of the problems of the parent of the parent of the parent between the previous webset of only perfect descriptions, and the specifically addressed to Scattlington and the parent of the p

SECTION 3 PRINTING FOR THE ACCRESS AND AS THE RESIDENCE, OF ALCE INTO

1. Reason few purpose to counting a counterfundly Seolisbank cincluding referral course of spalls also that the first and the second of the se

2 Densited to the remaining of the standard speciments on the standard to the standard of the

15,57,7 3 1 3

Financial year end. Please provide a superior the Company - intest Immedia's Adements or Aromal Report, If the Company is a subsidiary their provide a copy of the patent company's Aromal Report, Copporate Tree detailing owner-hip particular (as applicable), trebourse function of the Account tree detailing owner-hip particular (as applicable), trebourse function of the Account tree detailing owner-hip particular (as applicable).	
I indicate the type of each account required to a Charlon, because beautificate of Departs, Call corriers required to a services required to a services required to a services.	
s Septialized, or required by Just to surely in effect to the shurse of finals for deposits (e.g., from second bunds for deposits (e.g., from recommy forms, etc.). Margindicate in the orderes was recommy evidence assumption the impression processors the right to request additional executionary evidence assumption the impression processors.	ranks, djyldends buer, 1841 (fasninbad, dded)
A Provide details of the independentially in 47 below. Material change the cin excess of 20 projected, requires that the company manufallely maily the Account Manager (Relationship with him her whenever supporting information may be required to approvide new satisfies.	es in the netro di distrer and discuss
7. Sample & Contents expected to be is need in the average month, \$1.50 \$1.00. 191. Strong of checks expected to be is need in the average month, \$1.50 \$1.00. 191. Lond & value, \$2.00.00. 191. Storing Suppliers: Contenters and in consepprendent in the or presidently.	S 1410 S 1410
Using the amount of cheek (and its henetic fact) issued to the average models.	
O sage check payments at irregular intervals (e.g., Payment to jointary anti-parassignities Sixty per quarter, NIZ Corporation - orl & housetes supplier - Seri sent-animally, et it	11. (BC Supplier 11).
Afticipated who payments per mountly place 18 8-9 10-11 1 Final 5 value: 5 5 5 5 Nador Suppliers Commerciand average per ments to the interviountly	2

 $\operatorname{Pay} \operatorname{conf}^2$

Another of anticipated deposity in the average munity \$1.0 14-26 \$ 1-10 441 ford \$ value; \$2.5, 100



Soonat & Uspectal Asifsin treatile " Dially Stem Stades 13511 Roge Compaction of the above deposits foul 5 value. 252 areas cellicky S Good Sustaine Mideal than and average maximizately them per mainly

Letters of Crodit Schoe Unificenous Poytherns the, the goods purchased from a Supplier ! Major (lients and unitelimied amonali; NONE

- Will the accompany used to conduct budges on behalf of a negative that the named second hoter (s) (1) identify the Copy of provide deadly and supporting decomennation for further terror discussion (so advised to the thank Office). 95 Pance for Bando William ply is test to and personal information of the third perior and abunded, between and nonhonory of reference of the pilet partie is at monorestilents !
- I We couldy that to the best of our knowledge to, information provided herein is accurate, if there are a seenforquent changes to any of the reformation stocumentation, we will notify beautional by a some ballet.

I We madourize the Bank in obtain independent serification frames, y public & or foreign sources, with respect to this application and in accordance with ant mancy laundering to uniferrored themolog lases & regularious

t We acknowledge that this account will be open for review by Compliance Officers and Andrews and by bear government Ambuars and Inspectors, subject to apprepriate ciral douted restortions by the bank.

I We further confirm that all gredits in the account ore and will no be wellefully encount by the company for its denisted Inhem 4.81

While the Bank is assumed to protect the privacy and negarity of the information provided. It may be necessary to Disclasure of information:

- to response to credit enquines from qualified legal financial institutions cusually with respect to the displace information:
 - customer's application in suid thinnein insulution). With Bruil, in its discretion covernably deems such disclosure necessary or desirable in furtherance of the
 - customer's business; Pursuant to legal procurs or subject a served on the bank, and
 - If a reclassive is reasonably necessary to princet the Dank'; interests (the bank will usually notify the customer where permissible under the applicable legal process?

The Customer hereby emisents to and authorizes such disclusive, and the Dank shall not become liable by reason of the giving of my south forternation of men's being insecutate or incomplete

PROBAT

10° 34' 11%

EMPORTANT INFORMATION AND THURST FOR OPERING A VER ACTIONAL

To help the government light the fooding of terrorism and money foundering activates. Federal law requires off financial institutions to obtain, verily, and record followardon that identities each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, done of high, and other information that will allow us to identify you. We will ask to see two forms of alemification, one of which and thave a picture. We may also request other identifying documents.

Signature Concess of the Control States	September 1	Calmind Eigens	16
Date 4-5-2010			
FOLLOWN, Use CANY			
PH CHILD STATE STATE	Mr Cede	garyte i Wangi	
Country of 10sh a married to the second			
assigned Nick Ruling (M. M. 1)			
•	Date	C3/89/*	
RUNGRED TY (Book Officer)			
(E)	itale	(41)	
(Bank Official)			

S Grotizavink
FULL CONTROL OF THE PROPERTY O

Painte of Account Alameer

Information Gathering Form - Account for a Private Corporate Entity

HOLE PLEASE PROVIDE ALL OF THE ACQUESTED STREMATION & CHICAGO SELECTION OF THE CONTROL OF THE CO

RECTION 1 - DETAILS OF THE COMPANY
Trading Name of the company PLDESELL ELEVES PLACES LIST
2. Malling address of the company 2.0. BOS 763 CHRISTIANSTED CHRISTIANST
Telephona number (349) 1778-6240
3. Humber of employeest full throughten Fact time growing
A. Lancet of years his businesse
5. Number of years at above address:
6. Country of incorporation:
CHRISTIANSTED, ST. CROXX USVI 00270
Tulephone minber, \$40 1778-6240 Paprimile number 340 1778-7200
Name foldies / sic. of primary company contact: WALSED HAMED 40AD ESTATE SION FARM CHRISTIANSTED, ST. GROLY, USVI 00B20
Teluphone number: () E mult uddress:
9. Name and address of the company's primary bunker. BANCO POPULAR.

Pape I of 7

10. Hance and whireas of the Law Firm that represents the earnputy ("Emplicable)

Home of Attackey (if specifically assigned, within the firm):

il Phinic and withress of the company's Accountmit (Republicable) to opinion number: () Factorile number 1 , d

Triephone number: (____)___

Facilitate no uber !

Pacintice subtr





12. Provide originals or certified true copies (If sugmais on an ta powented) of the how same rap case to corals

Certificials(s) of Incorporation / Registrations

Manuscriding out Artists of neorganization. Assessment & B. Lawe

Notice at Address or Notes of Change at Ashire's of Rughstered Office

Kulice of Directi relistanagers of Sugge of Change (i Director e Minager)

Rother of Apparotonent of Secretary andier 12 % and Change of Secretary

Region of blemb car Shareholders, including the fall traine and whitesay began truck has come holding 3556 or more of the Company's closer,

Lande I This ness I rephases and Registration slock bent the 1

Request for Names Starch and/or Kaine Reservoir on

Certificate of Good Standing or

Any office documentation requester by the Acid octal fficer,

Notes Whetever documents require consent, a copy of the "applated" document is to be provided to Scottabana upon each renewal / re-registration process

- 13. If any of the following is usual a <u>composite entry</u> then the mans fixed in section 12 rector with let each each corporate entity, as well information regarding the following
 - Authorized stgaulius,
 - Directory

Linail addiess

- Beneficial owner holding 25% or stone of the Company's shares
- Any person with principal normal near the Condinny's assets, and
- Any person selling under a power of attentity to any other legal document
- 14 Please provide personal followation for any cultiuse, director, and significables with note than . : 35 owner ship of the company.

The General Manager. Name MALEED HADER Uncial Security Munificial In - O hat 445 3. Email address Home MUFEED HAMED
Physical Address OAHE AS AGOVE
Malling Address SAME AS AGOVE
Liveburg of Cilizennin USA

Country of Cilizennin USA DIN MERKERS Chephote himps + { 1.10 } 6.74 - (1.95) For 1.5 ends to other 2.16 - 1.95 2.25 3.5 Email address

Same FATHI YUSUE
Physical Address #26 A POPU FARK BALL (ST. p. Bark)
Vailing Address #26 A POPU FARK BALL (St. p. Bark)
One of Right #4/15/1943
County of Cilberthia USA

County of Cilberthia USA

County of Cilberthia USA Reference to the problem of the Secretary of the Secretar Email odiliers

You are a Charles Chique La ROAS

112



Provide originals or certified trus comes (If originals even a suproper style or a section of super-

Certificate(s) of Lempuration / Registration.

- Strasorandum and Articles of the appreciant Association & By Laws, Motice at A threse or Notice of Chango of Address of Registered Office,
- Notice of Directural Managers of Kanice of Change of Direct standing general Number of Appointment of Secretary and/or Neilea of Usange of Specialists
- Property Alcalees . Same colden, including the fall name and address of each beneficial owner holding ASh or more of the Company's chares,
- Teach J Business Licenses and Regulation documentation,
- Request for Him Search and or Name Accervation

Cenificate of Court Standing, or

Any other documental on requested by the Account Officer

Natur Wherever Communicate on the Penewal, a copy in the highlight disconnection be gravished in Section whe upon each terestal / re registration process.

- 13. If any of the following is inself a continues negly then the flener listed in sell on 12 ter required for each court corporate entity is well beforend on regarding the following
 - · Authorize I signmore,
 - Directore,
 - Beneficial assure holding 35% or more of the Company's thates;
 - Any person with principal control over the Company's infetty to d
 - Any person acting under a power of shorney or any other legal document.
- 14. Phoses prayris persular intermution for each afficer, director, and Parchelder will more than 23% weater hip of the company

MANAGER HISHAM HAMED Title Physics Addiess H.A. ISTATE PLESGRIF STED ST. CROIX 07 3641 blailing Addiess P.O. 10X 3649 KINGBUILL, ST. CROIX 08V. 0085 3649 Observable 17/19/19/5 Polapinana Hamber (340) 600-31 12 Country of Chizruship USA Such Security Number 5 & 0 - 19 - 944 7 Email address

Name YUSUF TUSUF THE PRINCIPLE THE PRINCIPLE BY CREEK USY 1 00820 Mailing Address 1000 000 1001, CHRISTIANSTED, BY PRINCIPLE USY 1 00821-0751 Date of Birth 4/21/1977

Title

Commy of Chizenship U.S.A. acorbor Hee E

interpolation and LARCHITE, 0,189 and Canada Similar SBM, 21:9748

Physical Addi is रे असिह्न हर्गतान्त्र 🚅

Ling i one Bund or

in arnim County at Didzeni al. Lippil addiesa.

Burgh Seculty North is

Pin sie il Andiresa Mai a g Zeldress Chies of Truth.

The

ंत्र संपुर्वा (तप्रधानी पूर lampil ad heve

De la Servición de la Companión de la Companió

Name to Cabrie	2 4)
wining Address Date of 5 all Country of Chizembip Unsil address	Thirph was billing of agoint South Noticest
content or former senior official in the executive, test government of a centur officer of a foreign Publical I government or do they meintain a precondit or profess of N. YES	a datated by the many patient
16. Storlebnisht's standard operating decourants are grow have been fully satisfied. To easist in this process, ph signification and algorith instructions.	erally anly provided after all of the account-aparting requirements bein complete the following questions regarding the outlarized
signers we required to provide two pieces of its	no is sutherlack to right on the contents is seen al. Authorized in original loss (or netarized copy andy when authorized by a government-lizated photo-th (n.g., with paraples), defen a confliction residence, social accurate and, see).
Physical Address Physical Address Mailing Address Date of Dirth Country of Edizenthy, ABOVE Email address	Talephone Number Social Security Rambon
Physical Address Physical Address Mailing Address Date of Birth Country of Chicenthly ABOVE Emell address	Lije Lajop, was Namisel Bogiel Germiy Hunder
Name MAHER YUSUF	Talephone Rumber Spelal Scourty Howker
Playette PATHI VUSUF Playette Address Disting Address Dist of Shill Country of Chizenship Country and Chizenship	Persphere Nambor Special Separity For now
Name HIBMAN HAMER. Physical Address Living Address Date of Outer County of City when County and City when	Orle The uphone Humblert Stocket Remarks Frember

Page 114(2

G sanamo

Name YUSUF YUSUF

Physical Address Scale

Mailing Address (A)

Date of High

Country of Citizenship

I mail inforces (ABOV)

Letty from North F. Soc al Report & North Robert

8. Indicate the signing instructions for the above noticed individuals who are required to right or the court may a account (a.g. any one to man "A" to then with either of "B" or "C", etc):
TWO SIGNATURES ARD REQUIRED (one Hamed with one Yught).

Provide named mid-appl satisficient must be present the restories, the given the second believe the authorization of the account believe to their necessary states, as many one (1) of a majorized to report as per norm is 1.5.

D. Having details of any other existing accounts / cladicastic phelosistic any Gradulant Atrica.

E. If so requested provide a banker's reference on the absence content of Company, personal and expense applicable Bank's letterland, and signed by an Manager. If the Company is nowly associated and does not have an entire greatly reference is to be provided on the Parent Company / Dentificial Objects. The bank reference chould comment on the quality of the banking relationship over at least two years, provide and details of the banking arrangements meloding the date of establishment of the pecond, type of account, to be received account, because the previous twelve-manneparials, credit history, and he specifically with exact to Scottab tink, to provide meaningful reporter. Presently or credit history, and he specifically with exact to Scottab tink, to provide accounted by the provide the provided of th

SEL TIBERT - ROBORDE ROBETTIE VECTORIZA VED VALLEDA VECTORIA VECTORIAS.

1. Reason Stor purpose the supering nocoung (struct Sectionally, throughly, referred source), implicables

Detailed everyiew of the Lumpany's primary husiness activity (2 y., lustress translated eventures prior destand for distributed to climit), type of operations are interest to which in which is unassestion are processed, at leather to active experiments of the period of monators. The ALLER SUPERIORES.

当日的经验的

FY 004498

HAMD601914

DEPTS OF THE PARTY OF THE	THE WOLFERS	HADWARD .	MANUFACTOR IN
DEED	们与南京只给	接供等的	的特別的特別
为5个年代	Property Const	领域的原理	9587月950月

Please provide a copy of the Company's thest learning statements of Armal Report.

If the Company is a substate which provide a copy of the parent company's Arman Report.

Astronomy to Company is a substate which provides a copy of the parent company's Arman Report.

Astronomy Tree delating ownership purposition (as applicable). In house financials are to be provided if Accountant propared stateme or are not available.

-Indicate-ing-5 pe arough account-regalies for y. Checking Ascount, Leadficate of Departs, Cali Departigated services required to a . when transfers, fathers of credit).

Scotlabank ly required by law in surjety fleelf as to the service of finids for deposity (e.g., from stars divide ds, untercompany lucits, etc), Also inchesis from where, Office from Wishi, Onds for deposity meterstreet, freuditionik reserves the right to request adolftonal documentary Existence to support the Information provided.

6. Provide details of the anticipated activity in 8.7 habov. Material change the 1 in excess of 2076) in the activity projected, respects that the company inmediately mater the Account Manager / Relationship Officer, and the respective with himited schedule expecting information may be expected to appoint the new statistic;

7. Normal & Expected Activity;

Number of Cheeks expected to be usued in the average month; 1-50 51-100 10(-150 1/1
Total S value, Malor Suppliers / Concourse mal restage payments to them per month:

O Largest unioned of check (and its henelicity) issued in the ave age o total

Lange check payments at irregi for intervals to g. Proposition performs and parts anyther. All Suppliers Lid. Seax per quarter, MYZ Componention - ail & botterier anypher - Sypt send-annually etc);

10-15 15 Anticipated wire payments per months Point \$ value: Moles Reliabels I Connected and ascence anymonistic pleas has months

Number of anticipated depasts in the average attention 1-10 11:20 21:40 Fatal 5 value; Tatal \$ vidue;

Buck For

982145232



White the second Activities of the Activities of the Williams of the West of t

Composition of the above depotods Creeks Visits and I want old a contact tund System.

(und System)

Various Chemica and any range providence by Theoretica and any

- Letters of Credit & for Callentians Physical Lie. for goods purchased from a Supplier), <u>Major Clients and Applichated annuals</u>;
- Will the account to used in conduct business on behalf of socious or reflect he named it to in adder (s) (him pully)? Yes? No 10% os "provide details and supporting decomposation for further reviewed is units (as advised by the Dank Officer)
 [Note for Danks if the raphy is yet record pursured information of the third particular definite false from and over latters of references of the third party is a non-asthead.)
- MPORTANT INFORMATION ABOUT UNLAWFUL INTROHET GAMBLING

The Uniantifunce net Gambling Enforcement Asi of 2006(11) IGEA¹ of the "Asi") and his coplan ending Regulation CiG prohibit any person from knowledly accepting implicate in connection, with the participation of characteristic person in unlawful interact gambling.

The Act generally defines "unlawful literact guidding" as placing, receiving, at character having a literal magnet (at righted by the Act) by any moons which involves the use, at least in part of the hearnet when each before magnetic industrial maker any applicable leadered or Store Low.

- Ditive hereby certify the exove-named hushness does NOT engage in no tolernel guidding business of any faint either lagel or filegal, and will notify Scotlabank if this activity occurs.
- the large entity than to ma best of our knowledge the laforounten provided largers is assumed. If there are one subsequent changes to any of the information/flocumentation, we will notify Socialbook by a sign of the information/flocumentation, we will notify Socialbook by a sign of the ter-

We ambigrize the Mark to obtion independent verification from any public Mos inter of verifies. With expect to the application and in accordance with rull money hundring & unit terro at funacing lave a regulations.

We authorizedge that this recognitivell be open for review by Compliance Officers and Allahura and by local government Authors and Inspectors, subject to appropriate confidential mentiones by the hard

WWo firster confirm, that all wealth in the account around with to beneficially usered by a excess, my form the fee for # 8).

Observance of Information:

While the Back is committed to protect the privacy and security of the information provided, a type horsestancy to discusse information:

- In response to credit enquiries from qualified legal financial institutiona fusion to the continued a application of an information institution),
- If the Bank In its alternation consumably deems such discount our errors or dexinction in Landon the Lustemer's business;
- in I urament to Jepal process in subposing served on the bank, and
- If disclosing is reasonably necessary to protect the Dank's interest of the bank outlessing in city discussion representation permissible index the applicable logal process.

Page Guel

FY 004500

en malle

HAMD601916

The Customer heraby consents to and sufficient such disclosure, and the Hairk shall not become liable by rescond the giving of any such information or of his being biaccurate at facumplete.

IMPORTANT INFORMATION ABBUT-PROLEGUES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and tunney laundering activities, Pederal law requires all financial institutions to obtain, verify, and record information that identities each person who upons an account

What this treams for you: When you open on necessal, we will nek for your name, address, date of birth, and other information that will allow us to identify you. We will ask to see two family of identification, one of which must have a plature. We may also request other identifying documents

Sign onne. Director / Americangel Signatury.

Date!

For Back Use Cally

Country of Risk

510 Code

Assigned Risk Raling (H, M, L)

RANGERING DY -

Authorized by: _ (Bank Ollicer)

Dolor

40 35 10 (2011)

30505-031 Christiansled "-olx, USYI

AGREEMENT HE OPERATION OF ACCOUNT

Onthi

THE UNDERSIGNED libe "Customor") for valuable consideration hereby agrees with THE DANK OF NOVA SCOTIA (the Bank") that the operation of each account which the Customer now or hereafter has with the Bank at any branch or uffice of the Bank and the carrying on of other banking business by the Costomer with the Bank or any branch or office shall be subject to the following forms and conditions:

- 1. WAIVERS: Subject to any specific instructions given to the Dank in writing by the Customer.
- in) The Customer hereby welves presentment, natice of distances and protest of all bills at exchange, promissory notes, chaques and other instruments (each an "instrument") drawn, made, accepted or endorsed by the Customer now or hereafter delivered to the Bank for any purpose whetever, and the Customer shall be liable to the Bank in respect thereafter delivered in the Customer shall be liable to the Bank in respect thereafter delivered.
- (b) If the Sank should consider it in the bact interest of the Cuatomar or the Dank that any instrument should be noted to protected because of any enduranment other than that of the Customer or for any other reason, the same may be noted or protected at the discretion of the Bank, but the Bank shall not be liable for follower or emission to note or protest any such Instrument.
- USE OF AGENTS AND THANSMISSION SYSTEMS:
- (a) The Bank may use the services of any correspondent or other entity or any funds transfer method or eystem as it may down best in along any set or thing in the course of or in correction with the banking business of the Customer. Such correspondent or other entity, in providing such services, and the Bank, in using such services or funds transfer methods or systems, shall be deemed the agent of the Customer.

 (b) The bank shall not be liable to the Customer by reason of:
- any act or armission of such correspondent or other entity in the performance of such services or the follows of any such funds from for method or system due to any reason bayond the reasonable control of the Bank, or
- the loss, destruction or delayed delivery of any instrument, excurity, contilicate, decument, instruction or alonal of any kind while in trendil or while in the passession or control of a person other than the Bank.
- (c) The Bank shall not be liable to the Customal for any delay in completing or laiture to complete any funds transfer
 - the location of the use of any finite transfer method or entered to any reason and within the reasonable control of the {i} Bank, or
 - (ii) due to any chronology in landling funds transfer instructions by the Bank or any other party or system.
- 3. CREDITING ACCOUNTS AND CHARGES TO ACCOUNTS:
- fal The Bank may charge against any account of the Customer:
 - (i) the amount of any instrument, drawn, minds, accepted or endorsed by the Customer which is payable at now branch or office of the Bank or in respect of which the Bank must remnhurse a litted party;
 - (ii) the amount of funds instructed by the Customer to be freeziered to a third party or another account;
 - the amount of any Instrument cached or negotiated by the bank for the Customer or credited to the Customer's account for which payment to not received by the Bank,
 - The amount credited to any except of the customer puretant to any instituct on to transfer funds whether by the Customer or any third party, however implemented, which is reversed in whole or in part for any reason or in respect of which solllament is not received by the Bank; and
 - any other indebtedness or liability of the Customer to the Back, together with any expenses incurred by the Back in connection therewith, whether or not the charging of any such amount eightest any account of the Customer creates or Increases an overdraft.
- (b) The Customer shall be and shall remain liable to the Blank in respect of each such amount so charged and hereby promises to pay an demand any overdraft, togother with interest and interest on everthe interest thornes at the interest rate charged by the Bank from than to time for overdrafts. In any event, the Bank reserves the right to receive any instrument payable or andersed to the Customer as a collection eight for the Customer and to dollar crediting any account of the Customer with the amount of such instrument or the amount of the customer with the amount of such instrument or the amount of the customer with the amount of such instrument or the amount of the customer. crouning any occount of the customer was the amount of such instruction of the amount research to a white standist instruction pending collection upon such instruction as solitowent of next positions of purificipants in one funds tronsfer systems, as appheable. The Customer option to pay service charges at the cause trains sharped by the Enrich from time to time for services normally provided in contention with the operation of any action of the Customer, unless attentions agreed, and to pay such other charges as may be agreed upon by the Customer and the Cank for such other services us the Bank may provide to the Customer from time and the Bank for such other services us the Bank may provide to the Customer from time and the Bank is furnished. authorized to debit any at the Customer's accounts with the amount of such charges
- INSTRUCTIONS AND CONFIRMATIONS: Whore the Bank is requested as an upon any instruction respecting that HUCHORS AND CONFIRMATIONS: where his bank is requested a six upon any instruction respecting banking business of the Customer, the Bank shall near no flability in acting upon such instruction including, without imministed the Bank shall near on the instructions of directions which the Bank believes in good fully to have been given by the Customer or by an authorized representative or atternay of the Customer. In the event we addressed between any such instruction and any written confirmation thereof, each instruction as understood by the Bank is agreed to be paramount.
- USE OF CHEQUES AND STOP PAYMEN'T INGTRUCTIONS:
- [a] It is understood and agreed that in the ordinary minro all phogos issued by the Costonics will be drawn on the branch or office of the Bank where the occount is mornationed and on forms substiction in the Bank for each type is account. This Costonics expressly relieves the Bank of any and all imponsibility which it may licer on account of the Bank relusing to honour any choque or other order for payment not drawn on such branch or office of the Bank relusing to honour any choque or other order for payment and order for payment in order for payment in the Bank relusing to the Bank relusing to the Bank. satisfactory to the Bank.
- b) The Eustomar faction agrees to fully indemnify and have burinless the Back syams. It derivages, costs an expenses which the Bank may bear through rolusing payment of any cheque(t) or reversing or revoking an unstain instruction for which the Customer issues or communicates a stup payment, towership or revoking on the bank, and discharges the Bank from any responsibility resulting from payment of cuch discharges the Bank from any responsibility resulting from payment of cuch discharges the Bank from any responsibility resulting from payment of cuch discharges the Bank with accumulations to the charges of instruction helps made that to the Customer's (allow to furnish the Pank with accumulation as to the charges) to be countermanded or its instruction to be reversed. In oversed provided the the Bank may treat all funds transfer instructions as fined and not subject to stop payment or cyclic and the Custome that have the funds to the payment of the payment of the Bank according to the Bank according to the Bank according to the payment of the Bank according to the payment. abolt not have the right to reverse, ediest or revoke any instruction after a in received by the Bank except with the consent of the Bank, such consent to be insalled this instruction that have given; been a tell open by the Sar prior to its acting upon adjustment, reversal or revocution.
- to) The Dank may, in the sole discretion, return to honora any instruction, history at, which is no other on or payment if drawn or mode with respect to an account impressed with a reason processed, implicit or resimon The Bank shall incur no liebility as a consequence of such refusal.
- MARING OF ACCOUNT RECORDS: In a special of the apaceupate for visible accounts that the control of Currentering instructs the Bank to mail a statement of account from time to the indicate or as the case of the Customer recorded in the books of the Bank (fibring in rection videoculous a face only outly a manufacturable is received by the Bank from the customer line Customer against the customer for the fibring to days often the end of the cycle astociated for their properties as well as the rection of the cycle astociated for their properties. not later than 5 days thereafter

VERIFICATION OF ACCOUNT:

(a) Upon receipt from the Bank from this to time of a claterage of account of the Customer, the Commer will shock

the credit and dabit entries in the anid statement and expuring of chaques and vouchars included therwith;
The Customer will within thirty days of the dailyery of a statement to the Customer, or if the Customer has instructed the Dapk to mail the enid statement, within thirty days of the mailing themet to the Customer, nearly the

Brisk in writing of any arram or amissisms therein or therefrom;

[c] At the expiration of the said thirty days, except as to any errors or emissions of which the Dank has been so modified, and except an to any emission in the finally and conclusively satilad in all respects gave as set but in (d) below, an between the Bank and the Customer that:
(i) the amount of the belones shown in such statement is true and correct.

- (i) The said cheques and vauchers are graving,

 (ii) the said cheques and vauchers are graving,

 (iii) all amounts chergul to the said-account are graverly chargeable to the Customer,

 (iv) the Customer is not entitled to be credited with any amount not shown on the said statement,

 (v) the Bank is totally and irreversibly independ from all claims by the Customer in respect of any and every item in

 the said statement fully and completely acknowledges that the Customer will have no further action against are

 recourse to the Bank in respect of the doct entries in the said statement, and all chaques and vauchers

 legible (three)
- idi Nathing hardh contained shall proclude the Customer from later objecting to any payments made on unauthorized or forgod undersements provided notice in writing is given to the bank forthwith after the Customer has acquired

VERIFICATION OF THANSMISSION OF FUNDS:

(a) With respect to any funds transfer implemented by or through any transmission system, the Customer shall review promptly the written or electronic notification of transfer and to the Customer by the Dank after each transfer and promptly, and in any event within twenty-four hours of receipt or deemed receipt of some, report to the bank any discrepancy or objection concerning such transfer. The Customer expressly agrees that the failure to promptly report any such discrepancies are objections shall relieve the Bank of any liability with respect to such discrepancies or objections.

ib) Such multications may be sent to the Customer by stall at its last known address and shall be deemed to have been received four hydrous days subsequent to mailing, or by dectroply multication to the Customer and shall be dearned received twenty-lour hours subsequent to sending such notification. Any delay due to an interruption in any authorized communication survice shall extend the deemed most procurency.

FORGERY AND UNAUTHORIZED BEINATURES:

(a) The Customer shall:

antiaprot of oub each to appropriation to allocate the states and involved by the surface and antiquement of

orignt.

quari.
(ii) the loss was unavoidable despite compilance with (a) above, and
(iii) the loss was unavoidable despite steps to provent forgery, unsutherized signatures and any loss resulting therefrom.

10. LIMITATION OF LIABILITY:

(a) Notwithstanding any oral or written advice from any person respecting the purpose of any instrument or instruction, the Bank shell not be liable for any consequentlet or special damages.

(b) The Bank shell have no responsibility or itshillity to say person for any reduction in any account due to taxus or depreciation in the value of the funds credited to the account, or for the unavailability of such funds due to resultations on transfer, payment or convertibility, or due to any requisitions involuntary transfers, distress of any character, exercise of milliary or usuaged power or any other cases hayend the control of the Bank in any such eyent, the Customer shall have no claim, notion or other requires against the Hand Office of Executive Office of the Bank, or any bronch subshillary or altitlate of the Bank often than the branch or office at which the ecount to maintained. account to maintained.

11, DISCLOSURE OF INFORMATION: The Bank may disclose any information about the Customer and the Customor's accounts

(a) in response to credit inquiries;

(b) if the Bank in its discretion deams such disclosure necessary or desirable:

- to Direction to legal process or subpoons;

 (d) if disclosure is recessory to protect the Bank's interests.

 The Customer hereby consents to and authorizes any such disclosure, and the Bank shall not become flable by resson of the giving of any such information or of its being inaccurate or incomplate.
- 12. GOVERNING LAW: This agreement and any account of the Customer with the Bank shell be governed in all respects by the law of the jurisdiction where the tranch or office maintening the account is located.
- 13. JURY TRIAL WAIVER: The Customer hereby freevocably waives all right to trial by jury in any action, proceeding, or counterclaim, including, but not limited to, entions sounding in tert, "bad-failth", fraud or otherwise, orleing because of or in any way relating to this Agreement.

Customer acknowledges receiving a copy of This Agreement.

PLANTE CURTOMERIA A CORPORATION, THE CORPORATE REAL SHOULD BE AFFIXED.

AGREEMENT WE OPERATION OF ACCOUNT

July 23, 19 06

THE UNDERSIGNED (the "Customer") for valuable consideration hereby agrees with THE BANK OF NOVA SCOTIA THE UNDERSTONED (the "Customer") for valuable continued now or hereafter has with the Bank at any Dianch of the mank?) that the operation of each account which the Customer now or hereafter has with the Bank at any Dianch of ohe Bank I that the operation of each account banking business by the Customer with the Bank at any branch or office

- 1. WAIVERS: Subject to any specific instructions given to the flack in scritting by the Customer.
- (a) The Customer hereby waives presentance, notice of dishuncer and protest of all tible of exchange, premissory notes, chaques and other instruments feach an "instrument" drawn, made, accepted as endersed by the Guatemer new or horoefter delivered to the timb for any purpose satisfactor, and the Customer shall be tible to the lines in the lines and protest thought as if presentations, notice of dishenous and protest bat been duly made or given.
- (b) If the flank should consider it in the best interest of the Customer or the Bank that any instrument should be noted or projected because of any endergement other than that of the Customer or for any other teacher, the same may be noted or projected at the discretion of the Bank, but the Bank shell not by liable for failure or onlicetor to note of
- USE OF AGENTS AND TRANSMISSION SYSTEMS:
- [a] The Cank may use the surviver of any correspondent or other entity or any lunde transfer method or system as it may deem best in deling any set or thing in the centres of or in connection with the banking business of the Customer. Such correspondent or other entity, in providing such services, and the Bonk, in using such services or funds transfer methods or systems, shall be deemed the agent of the Customer.
- (b) The bank shall not be liable to the Customer by reason of:

 (i) any act or emission of such correspondent or other dutity in the performance of such sorvices or the fallure of any such funds transfer method or system due to any reason bayond the reasonable control of the flank, or of any kind while in transit or while in the possession or control of any sind while in transit or while in the possession or control of a person other than the Bank.

 (b) The Bank shall not be liable to the Customer for any delay in completing or failure to complete any funds transfer.
- - through the use of any funds transfer method or system for any resson not within the reasonable control of line.
 - (iii) due to any chronology in handling funds transfer instructions by the Bunk or any other purty or system.
- 3. CREDITING ACCOUNTS AND CHARGES TO ACCOUNTS:
- (a) The Bank may charge against any account of the Customer:

 - (ii) the amount of any instrument, drawn, made, accepted or andersed by the Customer which is payable at any branch or office of the Benk or in respect of which the Bank must reimburse a taird party;

 (ii) the amount of funds instructed by the Customer to be transferred to a third party or another execunt;

 (iii) the amount of any instrument easied or negotiated by the bank for the Customer or credited to the Customer's account for which payment is not received by the Bank;
 - the amount cradited to any secount of the customer purevent to any instruction to transfer funds whether by the Customer or any third party, howsever implemented, which is reversed in whole or in part for any research in the respect of which settlement is not received by the fixed; and
- any other interiodness or liability of the Customer to the Bank, together with any expenses incurred by the Bank in connection therewith, whether or not the charging of any such amount against any account of the Customer steates or increases an overlist.
- Chaloning stantes of increases an eventiall.

 (b) The Cyclomic shall be said shall remain liable to the Book in respect of each such amount so charged and hereby promises to pay an demand any eventialt, together with interest and interest on evential histories at the interest thereon at the interest rate charged by the Bank from these is thus to eventialis, in any event, the Book receives the right to teachly any instrument payable or endouged to the Customer as a collection agent for the Customer and to delay treating any executed in the Customer with the amount of such instrument or the amount referred to in a fonds transfer lestraction panding collection upon such instrument or settlement or the mount referred to in a fonds transfer lestraction panding collection upon such instrument or activenest of net possibles of parallelepants in any founds transfer systems, as applicable. The Customer agrees to pay rervice charges at the usual rates charged by the Bank from time to time for services normally provided in connection with the uporation of any account of the Customer, unless otherwise agreed, and to pay such other charges as may be agreed upon by the Customer and the Bank for such albor services as the bonk may provide to the Customer from they to then and the Bank is limited to debit any of the Customer's accounts with the amount of such charges.
- INSTRUCTIONS AND CONFIRMATIONS: Where the flank is requested to act upon any instruction respecting funding business of the Coxtomer, the Bank shall incur no flability in sating upon such instruction including, without Smitation, telephoned, oral, telex, electronic or other instructions or directions which the Bank hellows in good foith to have been pluced by the Customer or by an authorized representative or atmosphy of the Customer. In the event of a discrepancy between any such instruction and any written confirmation thereof, such instruction as understood by the Customer. thu Bank is agreed to be paramount.
- USE OF CHEQUES AND STOP PAYMENT INSTRUCTIONS:
- (a) It is understood and agreed that in the ordinary course all cheques issued by the Costomer will be drawn on the branch or affice of the Dank when the account is malerained and on forms entistactory to the Bank for each type of account. The Customer expressly relieves the Bank of any and all responsibility which it may bear on account of the Bank returning to bonour any chaque or either order for payment not drawn on such branch or of the Bank of which the Customer melitains the account, and/or ony chaque or other order for payment not make on forms exclude the Bank. satisfactory to the llank,
- Satisfactory to the tians.

 (2) The Gustianer further agrees to fully indomnity and save horolose the track agrees all damages, costs and expanses which the Back may been through retaining payment of any charges) or reversing or revolving any tracter instruction for which the Customer issues or communicates a stop payment, reversal or revolving ander to the Bank, and discharges the Bank from any responsibility resulting from payment of such charges(s), or completion of any reversal or revoked instruction being made due to the Customer's failure to furnish the Gustomer information as to the charges(s) to be countermented or be instructionally to be revoked provided their the Bank may treat all funds remains instructions as for the action of the Customer shall set have the digit to coverse, office or revoke any instruction after it is received by the flank except with the custom of the Bank, such consent to be invalid if the instruction that have strengly been saided upon by the Bank order to be nearly accounted. prior to the nating upon adjustment, revocation at or revocation.
- (c) The Bank may, in his sols discretion, refuse to honour any instruction, instrument, chaque or other order for payment if drawn or made with respect to an account impressuit with a trust, expressed, implied or constructive. The Bank shall incur no Rabillty as a consequence of such refusal.
- MAILING OF ACCOUNT RECORDS: In respect of those accounts in which a statement is issued, the Contomer horeby instructs the Conk to mail a statement of occount from time to thus to the Contonio at the address of the Customer arcardad in the books of the Customer accordad in the books of the Customer accordad in the books of the Customer will continue in force until a continu instruction in writing is received by the floor from the Customer. The Customer agrees that if a statement of account is not monived within 10 days after the and of the cycle actablished for their proporation, the Conterner will notify the Bank nut lutor than 5 days thornoftur

- VEINFIGATION OF ACCOUNT:
- (a) Upon receipt from the Bank from time to time of a statement of account of the Gustomer, the Gustomer will check the cradit and dabit entries in the early entered and exemine all cheques and vouchers included therewith;
 (b) The Gustomer will within thirty days of the dallyery of a statement to the Costomer, or if the Gustomer has
- Instructed the Bank to mail the said statement, within thirty days of the mailing thereof to the Customer, notify the Bank in writing of any errors or omissions therein or therefrom;
- (c) At the expiration of the said thirty days, except as to any arrans or emissions of which the Bank has been so notified, and except as to any arrounts improperly craffied to the Customer's account, it shall be finally and conclusively sattled in all respects save see but in (d) below, as between the Bank and the Customer-thek
 - the amount of the balance shown in such statement is true and correct,

 - (ii) the said chaques and vouchers are genuine,
 (iii) all unrounts phanged to the said account are properly chargeable to the Customer,

 - the Gustamar is not untilled to be credited with any amount not shown on the said statement.

 The Bank is totally and irravecably released from all claims by the Custamer in respect of any and every item in the said statement, and,
 - the Customer fully and completely acknowledges that the Customer will have no further action against or resource to the Dank in manest of the debit entries in the seld element, and all chaques and vouchers. Included therain.
- (d) Nothing herein contained shall preclute the Customar from loter objecting to any payments made on unauthorized or longed endorsements provided notice in writing is given to the bank forthwith after the Customer has acquired knowledge thereof.
- VERIFICATION OF TRANSMISSION OF FUNDS:
- (a) With respect to any funds transfer implemented by or through any transmission system, the Customer shall review promptly the written or electronic politication of transfer sent to the Customer by the Dank efter each transfer and promptly, and in any event within twenty-four flours of receipt or the transfer expenses that the follows to promptly discountainly or objection concerning such transfer. The Customer expressly agrees that the follows to promptly roport may such discrapancies or chieulons shall relieve the Bank of any liability with respect to such discrapancies or objections.
- (b) Such notifications may be sent to the Customer by mall at its last known address and shall be deemed to have been received four huriness days subsequent to malling, or by electronic notification to the Customer and shall be deemed received twenty-four hours subsequent to senting such notification. Any dainy due to an interruption in any authorized communication service shall extend the date deemed receipt communication service shall extend the date deemed receipt communication.
- FORGERY AND UNAUTHORIZED SIGNATURES:
- to) The Customer shall:
 - (ii) maintain avatema and controls sufficient to prevent and detect thefie of instruments or loss due to forgotee
 - or fraud involving Instruments, and,
 (ii) monitor the conduct of employees and agents having banking functions.
- The Bank shall not be liable for any loss due to a forged or unstillerized algusture, unless the customer proves that ii) the larged or unsufficied algusture was made by a person who at no time was the Customer's employee or
 - agent,
 - III) the loss was unavoidable desofts compliance with (a) above, and
 - (iii) the lose was unavoidable dospite steps to prevent forgory, unsutherized signatures and any loss resulting therefrom.

- 10. LIMITATION OF LIABILITY:

 (a) Notwithstanding any oral or written advice from any person respecting the purpose of any instrument or instruction, the Bank shall not be liable for any consequential or special damages.

 (b) The Bank shall have no responsibility or liability to any purson for any reduction in any account due to taxes or depreciation in the value of the funds credited to the secount, or for the unavailability of such funds due to restrictions on transfer, payment or convertibility, or due to any requisitions involuntary transfers, distress of any character, exercise of militury or usurped power or any other cause beyond the control of the Bank. In any such evant, the Customer shall have no claim, setten or other respinse application lived Office of Executive Office of the Bank, or any branch subshillery or affiliate of the Bank or office at which the account is maintained. account is maintained.
- 11. DISCLOSURE OF INFORMATION: The Bank may disclose any information about the Customer and the Customer's accounts:
- (a) in response to credit inquirtes; (b) if the Bank in its discretion deems such disclosure necessary or dustrable;
- (c) pursuant to legal process or aubposins; (d) if disclosurs is necessary to protect the Bank's interests.
- The Customer hereby consumts to and suttorizes any such disclosure, and the Bank shall not become limbia by reason of the giving of any such information or of its being inaccurate or incomplete.
- 12. GOVERNING LAW: This agreement and any account of the Customar with the Bank shall be governed in all respects by the law of the jurisdiction where the branch or office mointaining the account is located.
- 13. JURY TRIAL WAIVER: The Customer hereby irrevocably waives all right to trial by jury in any action, proceeding, or counterclaim, including, but not limited to, actions sounding in tort, "bad-faith", froud or otherwise, arising because of ar in any way relating to this Agreement.

Customer acknowledges receiving a copy of This Agreement.

Astron Asm IF THE CUSTOMER IS A CORPORATION, THE CORPORATE SEAL SHOULD US AFFIXED,

Mufeto Stames or

ппемент не препатюн от Ассоч!

DULL

THE BISE DIGNOTION ON THE HUMBLE IN MARKET BY A STATE OF THE BISE OF THE BOTH THE BO

AN AZARI TESHATIBA AN I SPECICIA MURKAN GIANTO the Brish bandhapinyan dariwana.

Diri Customa hantiy rahasi pragari mata, not prad dirinasa any perlat di kili bis al archango, prostitory mem, or cuso and mem bantama ta landa an inalizanci floren, made, fermical and archived by the Customa core of bersala distribution to the Burk is any pagini indistribution than florender that for helds at the Burk in appear time of an fire archive all perlatifications and perlatification of the fire archive all perlatifications.

The Bark though considering to be and intended to be distanced as set thank the large intendent from the notice of section to section the country of any enders used to the part of the first of the country of the coun

- THE TRANSPORTED AND TO A FINE PROPERTY OF THE PARTY OF TH
 - 3) The first may use the continued any consequential to any hotel, the wy health and a more of the grant south that any any section with the plant of the Conseau, Then the more of the conseau, Then the more of the and, it is because of the Conseau, Then the protection of the and, it is been added to the first benefit of the first of the f
 - (ii) The beat that her he lable to it a Bratorest by massaral,

 - [3] Any tot or emission of simil communicative while any figure productions of such sends of the factor of any active horse sends in any communicative properties as a sufficient of the factor. In the fact, distinct of white of any sends in the properties as a sufficient of the factor of the production of the factor of t

 - (3) this stand chiralogy is knowing forms (repotation in the close by the David of any other party or system).

 - (4) The stand combitto and distributed in Action miles in the combined by the Cambridge spring of system.

 (5) Thing a combitto and distributed in a Castribute (1) the uncounted by the Cambridge spring of spring of spring of standard by the Cambridge spring of sprin
 - Established Artificial Manufacial Artificial and Resignating of such and afficiant to charged and function and the property of the artificial and artificial artificial
- 4.5 Injustratio Aids Curtivitated in comment duck a supplied to encounting furtices respecting beauty, our rate of the Curtivity, the curk trivity on talking to early type from injusting technics, where injusting the supplied in the technical curtivity transfer in the supplied beauty three technical curtivity transfer in the supplied beauty three technical curtivity is the second of supplied beauty three technical curtivity is considered to the supplied beauty three technical curtivity is the supplied by the supplied by
 - 1151 OF CHIQUES AND EMP PAYMENT HATPLICHOUSE
 - (a) A Unit instead of a great self is the of early action in the copy from by the function of the drawn on the foreign of the of the property of the first of the copy of the
 - As follows: Enter the series of series and the left of provided them in the body of the Dead of the Control of the Control of the series of the Control of t
 - To the long map, to be the charting of the most end between the transfer the second of the transfer of the between the property of the between the property of the between the
- For filling on Antiquety (Recognis), is reject at those accessed in which is trustomed to reject, the Continue Repor-tioned the first) to reall a relationship of access from two to be the for the Continue at the Address of the Continues of a relation to the first of an arm. We have seen to be of the first tool a contray intended in page 11 residently a continued the Continues. The forecast again which is the first tool a contray in a continue of the continues are all of the continues are also as a continue are all of the continues are also as a continue are a continues are also as a continue are also as a continue are a continues ar

VERIFICATION OF AL MIL

VERDINGATION OF ACTUAL

(A) Digit medical from which is not a service and interest of the Contract, the Sophisms

(C) The Constraint of the contract of the Alberta of the Contract of the Con

(3) Also arginistical via sublicing departure.

(3) Also arginistical via sublicing departure exists in a kij maser a minimum median for their actions, and a sublicing departure of a kind of the meanth account, a minimum departure of a sublicing property of a few definitions and account a departure of a sublicing for a meanth of the departure of a sublicing for a meanth of the definition of a meanth of the definition of th

VERTIFICATION OF TRUSTSUCCION OF FUNDO:

(1) We record to any both burner before the discord any instantial or from the Contion and any production as within a record production of the continuous of the Continuo

FORSTELLY AND VIKKING AZZED SIGNATURES

(a) The Gustomer study

is a second of the second of the best and about the second of the second

(a) the statement of important arrangement of production in the Content of the England of the Content of the Co

TO LEADER TO LINE THE PARTY OF THE PARTY OF

EMICADON DE DADRITI:

(a) Internationality and soit to inflict adults force any questio majerdon for purpose of any substant of inflictions of any substant of inflictions of a large substant of inflictions of a large substant in any substant of the first of constant in any substant in any substant of the first of the substant in any substant in any

11. Observations be definitioned. The breation course of from the first of Course the current include

(2) principale parent parties.

(a) a comment interesting to be treated a non-evolution (c) becoming a polychocontracting and

The Comment having comment to any medicans my medical feather. Und the elective what had become that by their of the place of the property.

12. QOYEMBHQ LAWI THE Expension and any occupy of the Carcinosis of the Dankenis de Oni mod less impre to by the law of the halomorphism the banch or occur makening the recourt is booked.

JUNY THIAL WAIVER: The Country is not biscassify a liver of high to that by July in any states, initialising, or countricted a testing, but not dished to, action is successful in our finishing for the best states of a country way relating to the Action of the country of the best of the country of the coun

Continued acknowledges teceboling a copy of Tria Agreement.



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

TERRITORY OF THE VIRGIN ISLANDS)) SS
DIVISION OF ST. CROIX)

AFFIDAVIT OFBAKIR HUSSEIN

I, BAKIR HUSSEIN, being first duly sworn, declare under penalty of perjury that the foregoing is true and correct.

- I am an adult of sound mind, and a resident of St. Croix, Virgin Islands; I personally know Fathi Yusuf, Waleed Hamed, and Mohammed Hamed. I make this affidavit of my own personal knowledge and information.
- 2. I attended several meetings and had numerous discussions with Fathi Yusuf, Waleed Hamed and Mohammed Hamed, together and separately, and as such, I am aware of the facts in this Affidavit.
- Sometime in mid-2012, I heard rumors of a potential split between the Hamed and Yusuf families. I visited Mr. Yusuf to ask about the split, and at the time Mr. Yusuf said there was nothing wrong between the families, except that Mr. Yusuf wanted to separate from the Hameds.
- 4. A few weeks later, I asked him again about the rumored split, Mr. Yusuf then expressed his concerns regarding the unauthorized withdrawals of funds by Waleed Hamed. At that point, I realized along with other friends of both families that there was a problem between the Yusuf and Hamed families.
- Over a six to eight month period, I was involved in a total of three meetings between the Hamed and Yusuf families. Other mutual friends were also present at those meeting. One of the meetings was held at Best Furniture, while the other meetings were held at various locations.
- 6. There were two major disputes between the Yusufs and Hameds. The first dispute was Waleed Hamed's unauthorized taking of monies belonging to the Plaza Extra supermarket stores



- without Mr. Yusuf's knowledge. The second dispute concerned the issue of excess funds that were withdrawn by the Hameds for which the Yusuf's did not take in matching withdrawals.
- 7. As to the first dispute, Mr. Yusuf, Walced Hamed, and Mohammed Hamed agreed that Mr. Yusuf would receive title to two properties in satisfaction of Walced Hamed's unauthorized withdrawals. The first property is an 8 acre property located in Jordan, and the second property was a 9-10 acre property in Tutu Park.
- 8. To my knowledge the first property was transferred to Mr. Yusuf, however to date the second property was not transferred.
- 9. In several open meetings, Mr. Yusuf said that the Hameds took \$1.6 million more than the Yusufs. Walced Hamed admitted that he took the excess \$1.6 million dollars, which is the difference between the \$2.9 Million taken by the Hameds and the \$1.3 Million taken by the Yusufs. In addition to the \$1.6 million dollars which I heard Walced Hamed admit to, both Walced Hamed and Fathi Yusuf both agreed to additional withdrawals by the Yusufs provided that the Yusufs produced receipts to show proof of the additional withdrawals.
- 10. I personally heard Walced Hamed admitting to owing \$1.6 million dollars to the Yusufs as a result of excess withdrawals by the Hameds, and that the receipts for that amount were not available because they were destroyed prior to the raid by the U.S. Government.
- 11. In addition, Mr. Yusuf and Walced Hamed discussed the unpaid rent on the Plaza Extra East store that has been pending for many years, Specifically, Walced Hamed agreed to pay the rent for the rental period prior to 2004.
- 12. At one point, there was an agreement in place between the Hameds and Fathi Yusuf that the Hameds would transfer two (2) properties to Mr. Yusuf for what he had discovered so far.
- 12. Despite meeting with both sides, individually and together on a number of occasions, two issues began to stand out as the sticking points.
- 13. First, Fathi Yusuf stated that the Hameds were not being straight with him when the Hameds refused to transfer the second property, as agreed for the transactions he had discovered so far. On the other hand, Walced Hamed said that he did not believe that Fathi would not stop with his final request for the third property for everything. At the end, the parties could not agree to the transfer of the third piece of land to satisfy Mr. Yusuf's claims regarding the unauthorized monies taken by the Hameds. The parties also could not agree on how to divide up the business and go their separate ways.

I attest that the above facts are true.

Date: 69-10-2614

Ball Lowy

SUBSCRIBED AND SWORN TO before me On this day of 1, 2014.

NOTARY PUBLIC

REPORT V.	. I. POL	ICE	السامة.	ART	MEN	T - U	nited	Sta	ا زیا	rgir	ı İsl	lands Page 1 of 1
OFFENSEANCIDENT						-	2. ZONE	В		3. DR#		13 A-04488
Embezziement By Flo	Juclaries						RVA	0-1		1. ARR	EST#	N/A
							PIS	111		5. UCR	#	
COMPLAINANT'S NAME - FIRM OR E	BUS.		110	HOWEAC				F				8. HOME PRONE
/USUF, Maher F.				#306/\	. Judith'	s Fancy J		Fancy				(340) 718-9328
	, RACE 12. PO JNKN JOI	u dan				13. 681				Directory		
BUS, ADDRESS OR SCHOOL ATTE	ENDING				16. BUS/SC		8	17.10	CATION OF IN	CIDDIT (A	(tearlib	Suggest letoe
PLESSEN ENTERPH	3 27 13	DAY OF W Wedly	/EEX	TIME	1.3401	690-9306	Y DAY	DE WEE	To the	TEPORTE () AM	D	Sunny Isles M 0 Y DAY OF V 05 17 13 Friday
ev valou	3 27 13	AAGCAA	21. ADORE	SS OF REA	PARTING PE	PSON Judith's F		nu v	1.11.6	() My		103 117 13 1102y 12 PHONE (340) 718-9328
YOSUF Maher F.	E Tirr.	I wr.	EYE5	HAIR	FUULD	COMPLEX	ancy Ju	IEANT A	rancy www.su	संग्रह ।	HAT	(340) /18-9328 CONT
POTRI / IX		1	CIEU		W.C.	1						Sunday -
in A PANI	TS			onier					L CONDITION			25, PHYSICAL CONUMON
SCARD, MARKS, DEFORMITIES	27. CLAS	SES (Descr	ite)	28, LAST	SEEN WHE	ru:	13	IN COM	PANY OF			30, PROBABLE DESTINATION
CAUSE OF ABSENCE	32	Vehicle DESCRIB	e 🗆 YE	s 🖾 HO		1000	ASSASPINO.	7.00	St. IF YE	9, DATEMA	HERE LC	DCATEO
DAAL (If persons Inhmed, itso	S. DESCRIPTION				36. IF ANIM	AL DITE, GIVE	YES []		37, LICENSE	NO.		38, DISPOSITION
BAAL (Pennoss Inhand, ilso 3 \$4 P. (x S.S.C.(r)) 55 V. it	I AD RESIG	ENCE ADD	RESS		-	_			41, PESIDEN	CE PHONE		42. BUSINESS PHONE
1 11 1 1						Tre -	Land M. Strate					
HILL STUDIES OF HALL	URY AND LOCATION	OH ON BOI	π			45, TRV	NSPORTED	TQ			46. TRA	HISPORTED BY
CONTRACTOR RELEASED	48, PROBABLE	CAUSE O	ר וווועתיים	R DEATH							49. PMY	SICIAI
ATUS OF VENCLE. USE APPLICAD	DE ITEMS IN THE	ECTION	FOR		Di	OTORCYCLES	CAUTO	[] TD	וויע בו	TI BOA	r (7) c	Cellina
AUTOTIEFT OR VEHICLE REP	ABANDONED	DIMPO	UNDED C	CONFISC		The second second						TRUNK HOOD
NICH				190		OCIŒO DOOR IS IN XXVIIXN			THE RESERVE OF THE PERSON NAMED IN	MARKA SANDERS		TRUNK HOOD
SWINSON FEBREA CONTENT.					DY	S NO			VALUE TO SEE	Ollaria	-	
COLOR	52 YRMNEAN	DOELTYPI	5									
							57, VIN				58, Y	ITYSTATEAUC, PLATE NO/STICK
VALUE	EO, TOWED BY	AN ICITIE		-					covernos speciales	11	SAY	RISTATEANS, PLATE NO STICK
	EQ. TOWED BY	A) ICTE			. 6), TYPECFER	61.'Tim	ा स्टाउ	covernd Ascode			DE PROPERTY DAWNGELOGS
, N, COMPANY	EQ. TOWED BY	AN IONE			6/3 Our	or mingriss.	61.'Tim	ा स्टाउ				
, N, COMPANY						or mingriss.	61.'Tim	ा स्टाउ		64.1		
N.COMPANY GENERALS Type					64 Owan	(ly	61.'Tim	OUGH PE WAGE 76. N	ETHOO USED	∫64.\ kLTestBy	MUEC	OF PROPERTY DAWAGEA.OSS 70. GUN FEATURES
GS Narcoles Type GB. TYPE PREMISE WHERE OFF A. Residence	EHSE OCCURRE	D			74, TOOL 1 Pry B 1 Screen	ar I Orinipar Militar	GI.TITO	OUGS PA	67.F ETHOO USED 1 Break Windo 1 Jimmy Door	GALV kt. Trest By	MUEC	OF PROPERTY DAMAGENOSS 78. GUN FEATURES 01. Automato 02. Rayolyer
B. Non-Raskienco Fina	TENSE OCCURRE	ס		-	63 Outen 74, TOOL Pry 8 Screen Knile	ar / Crowbar Addrer / Culling Instrum ner / Mallet Devl	61. Tim	OUTS PA	67.F ETHOO USED I Brigak Windo I Jimmy Ozer Burned	GALV kt. Trest By	MUEC	78. GUN FEATURES 01. Automato 02. Ravolver 03. Double Barrel
B. Hon-Ranklenco Fina 69 POINT OF ENTRY	TENSE OCCURRE Incial Institution 72, PRO	D TECTIVE C	DEVICE		63 Ouen 74, TOOL Pry 8 Screen Kaile Hann	ar / Crowbar Addrer / Culling Instrum ner / Mallet Devl	61. Tim	OUSS PER	ETHOO USED Dreak Worder Jimmy Door Burned Prinched Poinced	EL Trest By H / Door G/	MUEC	78. GUN FEATURES 01. Automatic 02. Rancher 05. Double Dannel
68. TYPE PREMISE WHERE OFF A Residence B. Non-Rasidence Fina 69. POINT OF ENTRY Adjacent Premise Minday	ENSE OCCURRE incial Institution 72. PRO	D TECTIVE C DOS Alarm			6/3 Quan	er / Orowbar Arthro Der / Mallet Devl Unter	61. Tim	MAGE 76. M	ETHOO USED Dreak Windo Jimmy Door Burned Punched Punched Removed Coulsing / State Strong Arm	64. V kt Test By w I Door Gr I Window	MUEC	76. GUN FEATURES OF PROPERTY DAMAGEAOSS 76. GUN FEATURES OF Abroher OF Abr
B. Hon-Raskienco Fina 1. POINT OF ENTRY Adjacon Prenise Whoth Door - Stiding Glass Recol	TENSE OCCURRE Incial Institution 72. PRO	D TECTIVE C Dog Alarm Professiona	l Security Pa King Opinices	utral	6/3 Outan	er / Orowbar Arthur Der / Mallet Devl Unter	61. Tim	WAGE	ETHOO USED Direck Windor Jining Door Burned Punched Reinsoned Catting / Stati	64.1 Test By w / Door Gr VVindow	MUEC	78. GUN FEATURES OF PREPERTY CAMAGEACOSS 78. GUN FEATURES OF 10. Automatic OF 2. Rayrolver OF 10. Double Barrel OF 10. Long Barrel OF 10. Sayred Barrel
68. TYPE PREMISE WHERE OFF A Residence B. Non-Rasidence Fina 69. POINT OF ENTRY Adjacent Premise Window Door - Stiding Glass Roof Garage Hallway	reuse occurre incial institution 72. PAG D	D TECTIVE C Dog Alarm Prolessiona	I Security Pa King Octrices vice	utral	6/3 Quan	er / Orowbar Arthur Der / Mallet Devl Unter	61. Tim	WAGE	ETHOO USEO Break Windo Jimmy Ocer Burned Prinched Reinored Carting / Stat Strong Arm Striking / Hits	64.1 Test By w / Door Gr VVindow	MUEC	78. GUN FEATURES OI. Automatic OI. Swoles Barrel OI. Shorl Barrel OII. Shorl Grip OII. Shorl
69. North Prents Where Off A. Residence B. Non-Rasidence Fina 69. POINT OF ENTRY Adjacent Prents Whodow Door - Stiding Glass Root Garage History Patte	rense occurre	D TECTIVE D Dog Alarm Professiona Normal Loc Ughling Det T.V. Carner Neno	I Security Pa King Orvices vice a	utral	6/3 Quan	er / Orowbar Arthur Der / Mallet Devl Unter	61. Tim	WAGE	ETHOO USED Direck Windor Jining Door Burned Punched Reinsoned Catting / Stati	64.1 Test By w / Door Gr VVindow	MUEC	78. GUN FEATURES OF PREPERTY DAMAGELOSS 78. GUN FEATURES OF LATERIAGE OF LATERIAGE OF Long Barrel OF Short Barrel OF Short Barrel OF Sarred Barrel OF Sarred Barrel OF Long Barrel OF Short Barrel OF Sarred Barrel OF Sarred Barrel OF LONG Grip 10. Chromo Grip 11. Blue 12. Small Coliber 13. Linge Caliber
68. TYPE PREMISE WHERE OFF A Residence B. Non-Raskience Fina 69. POINT OF ENTRY Adjacon Premise Window Door - Stiding Glass Reol Garage Hallway Patio Unknown Other-, NA	rense occurre	D TECTIVE C Dog Alarm Professiona Normal Loc Ughling Dei T.V. Carner	I Security Pa King Orvices vice a	utral	6/3 Quan	er / Orowbar Arthur Der / Mallet Devl Unter	61. Tim	76. M	ETHOO USEO Break Wordo Jimmy Door Burned Punched Reinored Cutting / State Vorbal Three Shooting Shooting Other, Terr	64.1 Test By w / Door Gr VVindow	MUEC	78. GUN FEATURES OF PREPERTY DAMAGELOGS 78. GUN FEATURES OF 1. Automatic OF 2. Ravolver OF 10. Double Barrel OF 5. Sond Barrel OF 5. Sond Barrel OF 5. Sond Barrel OF 5. Sond Grip OF 10. Chromo Grip 11. Bars OF 12. Small Calber (13. Linge Calber Other
69. TYPE PREMISE WHERE OFF A. Residence B. Hon-Raskienco Fina 69. POINT OF ENTRY Adjacent Premise Whodow Door - Stiding Glass Reof Garage Hishway Patio Unknown Diden NA 70. LOCATION OF ENTRY	rense occurre	D TECTIVE D Dog Alarm Professiona Normal Loc Ughling Det T.V. Carner Neno	l Security Pa King Onvices rice a	uvol	64. Cusan 74. TOCL Pry B Screy Knile Hanv Doll C Kny Unlow	ar / Crowbar Addrer J Culting Instrum per / Mattel Oord Julier Check	61. Tim	76. M	ETHOO USEO Dreak Windo Jimmy Door Jimmy Door Jimmy Door Punched Punched Punched Reimoved Casting / Stati Strong / Stati Vorbal Three Shocked Other, Jimmy	64.1 Test By W I Door Gi I Window othing org	MUEC	78. GUN FEATURES OF PREPERTY DAMAGELOSS 78. GUN FEATURES OF LATERIAGE OF LATERIAGE OF Long Barrel OF Short Barrel OF Short Barrel OF Sarred Barrel OF Sarred Barrel OF Long Barrel OF Short Barrel OF Sarred Barrel OF Sarred Barrel OF LONG Grip 10. Chromo Grip 11. Blue 12. Small Coliber 13. Linge Caliber
68. TYPE PREMISE WHERE OFF A Residence B. Non-Rasidence Fina 69. POINT OF ENTRY Adjacent Premise Whodow Door - Stiding Glass Reof Garage Hathray Potto Unknown Other-, NA	TENSE OCCURRE	D OTECTIVE D DOS NATTH Prolessiona Normal Loe Ughling Det T, V. Carner NCno Other No	l Security Pa King Onvices rice a	uvol	64. Cusm 74. TOCL Pry B Screy Knile Hanv Dolt C Kny Other	ar / Oronhar Addres J Culting Instrum per / Mattel Oord Julier Oran Check	61. Tim	76. M	ETHOO USEO Break Wordo Jimmy Door Burned Punched Reinored Cutting / State Vorbal Three Shooting Shooting Other, Terr	ELTESTBY WIDOX GI I Window othing out	MUEC	78. GUN FEATURES OF PREPERTY DAMAGEAOSS 78. GUN FEATURES OF Automatic OF Automatic OF Automatic OF Short Barrel OF Sho
69. TYPE PREMISE WHERE OFF A. Residence B. Hon-Raskienco Fina 69. POINT OF ENTRY Adjacent Premise Whodow Door - Stiding Glass Reof Garage Hishway Patio Unknown Diden NA 70. LOCATION OF ENTRY	FENSE OCCURRE	D TECTIVE C Dog Alarm Professiona Normal Loc UT,V. Camer Nano Other Ro PERTY TY. Currency lewreby Cothling	I Security Pa king Odvices vice a na PE	uvol	CA Cuant CA TOOL Pry B Screen Kaile Hanv D Bold Other S. EVIDENII Left N Blood	ar I Orowhar Adither I Curbing Instrum Per I Matter Devi Curbin Ownt Check	61. Tim	76. M	ETHOO USED Dreak Windo Dreak Windo Jinny Ozer Burned Punched Punched Rehowed Curisting / Nitil Strong Arm Striking / Nitil Vorbal There Shooking EAPON Hands / Feel Pocket Knife 1 Zacholo	ELTESTBY WIDOX GI I Window othing out	MUEC	78. GUN FEATURES OF PREPERTY DAMAGEAOGS 78. GUN FEATURES OF LATERNAGE N/A Brand Harne / Cafibou
69. TYPE PREMISE WHERE OFF A. Residence B. Hon-Raskienco Fina 69. POINT OF ENTRY Adjacent Premise Whodow Door - Stiding Glass Reof Garage Hishway Patio Unknown Diden NA 70. LOCATION OF ENTRY	72. PRO	D TECTIVE D Dog Alarm Professiona Normal Loc Ughling Det T.V. Carner Neno Other No PERTY TY. Currency lewelry Solving Talkee Equip Talkee Equip	I Security Pa king Odvices vice a na PE	ivol	CA CASAN (A. TOOL Pry B Series Kaile Koile Koy Union Other Series Series Koy Union Other Things	ar / Orowhar Addrer / Carlling Instrum or / Mallet Devi Vullet Covin Check Stains stains spirits	61. Tim	76. M	ETHOO USED I Break Windo Jimmy Door Guned Punched Removed Careng / Stall Striking / Mill Vorbal Theer Shooding Hands / Feel Pocket Knite Macholie Handgun Sholgun	ELTESTBY WIDOX GI I Window othing out	MUEC	78. GUN FEATURES OF PREPERTY DAMAGELOGS 78. GUN FEATURES OF LATENATE FOR CARDON PARTICIPATION PARTICIPATION PARTICIPATION PARTICIPATION PARTICIPATION PARTICIPATION PARTICIPATION PARTICIPATION OF LATENATE OF LATEN
69. TYPE PREMISE WHERE OFF A. Residence B. Non-Rasidence Fina 69. POINT OF ENTRY Adjacent Premise Modern Stiding Glass Roof Garage Halmay Patio Unknown Other., NVA 70. LOCATION OF ENTRY H. S. E. W. Unit	72. PRO	D OTECTIVE D DOS Normal Loc Lighling Det T,Y, Carner Norn Other, No Derrity Lowelly Earling This Equip	of Security Pa king Ocytices vices one PE PE rnent Radios, Cam	ivol	CA Cush CA TOOL Pry B Series Kaile Hanv Union Other S. EVIDEHI Blood Techn Finel Finel Finel Finel Finel	ar / Orowhar Adither I Cutting Instrum For I Mailet Devi Cutter Switt Check Stains stains stains stains stains stains	61. Tim	76. M	ETHOO USEO Dreak Windo Jimmy Ocer Burned Prinched Reimored Cutsing / Stat Suring Arm Suring / Hith Vorbal Three Shoeder Hands / Feel Lizachola Hands / Feel Lizachola Handsun Shotjun Rife Rock	ELTESTBY WIDOX GI I Window Othing on ored	MUEC	78. GUN FEATURES OI. Automatic OI. Short Barrel OI. Short Barre
GS. Narcodes Type 6B. TYPE PREMISE WHERE OFF A. Residence B. Non-Rasidence Fina 69. POINT OF ENTRY Adjacent Premise Window Door - Stiding Glass Roof Garage Hallway Patto Unknown Other - NA 70. LOCATION OF ENTRY N. S. E. W. Uni 71, LOCATION OF EXIT	FENSE OCCURRE	D TECTIVE D DOS Alarm Porlassiona Normal Loc Ughling Der T.V. Carner Norn Other No Derreity Cothling Thize Equip Talevision, Firesens	al Security Pa king Orvices into a ne PE rnent Andlos, Cam	ivol	CA CASAN (A. TOOL Pry B Series Kaile Koile Koy Union Other Series Series Koy Union Other Things	ar / Crowbar Adilyer / Cutting Instrum or / Mallet Devi cutter own Check lota stains walks repinits inits	61. Tim	76. M	ETHOO USED Break Windo Jimmy Ozer Burned Punched Removed Causing / Stat Stricting / Mid Vorbal Three Shooding Hands / Feel Pocket Knife Hands / Feel Hands / Feel Hands / Feel Pocket Knife Hands / Feel Rife Rock Roll Rock Bolle N/A	ELTESTBY WIDOX GI I Window Othing on ored	MUEC	78. GUN FEATURES OF PREPERTY DAMAGEAOSS 78. GUN FEATURES OF Long Barrel OF Short Barrel
GS. Narcodes Type 6B. TYPE PREMISE WHERE OFF A. Residence B. Non-Rasidence Fina 69. POINT OF ENTRY Adjacent Premise Window Door - Stiding Glass Roof Garage Halway Patto Unknown Other - NA 70. LOCATION OF ENTRY N S E W Unt	72. PRO	D TECTIVE D Dog Alarm Professiona Normal Loc Ughling Det T.V. Camer Neno Other No PERTY TY. Currency lewelly Cathling Treams (ousehold f Other Cur	Il Security Pa king Ocytices vice Il ne PE PE vrent Radios, Carri Soods rancy	erea, Elc	CA Cuan CA TOOL Pry B Series Kaile Koy Union Other S. EVIOCHI Date Techn Charle Ch	ar / Orowhar Addrer / Culling Instrum or / Mailet Devi Cullet Own Check Stains saks mailet mailet check LEALI Check	61. Time	76. M	ETHOO USEO Dreak Windo Dreak Windo Jimmy Ozer Gumed Prinched Prinched Prinched Removed Cutting / Stati Strong Arm Stifting / Hiti Virbal Three Stocked Other, Term EAPON Hands / Feel Machola Handgun Shotgun Shotgun Rife Rock Bollie NA Other.	64.1 Test By H I Door Gi I Window thing out of	WATHE C	78. GUN FEATURES OI, Automatic OI, Earnhers CO, Double Barrel OS, Long Barrel OS, Short Barrel OS, Short Barrel OS, Short Barrel OS, Short Barrel OI, Liron Grip OI, Bure OI, Short Barrel OI, Short Grip OI, Bure OI, Short Barrel OI, John Short Barre
69. TYPE PREMISE WHERE OFF A Residence B. Non-Rasidence Fina 69. POINT OF ENTRY Adjacen) Premise Window Door - Stiding Glass Roof Garage Halway Patio Unknown MOther., NA 70. LOCATION OF ENTRY 11. LOCATION OF EXIT	72. PRO	D TECTIVE D Dog Alarm Professiona Normal Loc Ughling Det T.V. Camer Neno Other No PERTY TY. Currency lewelly Cathling Treams (ousehold f Other Cur	Il Security Pa king Ocytices vice Il ne PE PE vrent Radios, Carri Soods rancy	erea, Elc	CA Cuan CA TOOL Pry B Series Kaile Koy Union Other S. EVIOCHI Date Techn Charle Ch	ar / Orowhar Adither / Cutting Instrum or / Matter Devi Cutter Own Check Stains stains stains minds 61. Time	76. M	ETHOO USEO Dreak Windo Dreak Windo Jimmy Ozer Gumed Prinched Procket Knife Machola Hundgun Shotigun Shotigun Shotigun Prinched Rock Bollie NAA	64.1 Test By H I Door Gi I Window thing out of	WALLEC C	78. GUN FEATURES OI, Automatic OI, Revolver CO, Double Barrel OS, Long Barrel OS, Short Barrel OI, Streed Barrel OI, Streed Grip OI, Streed Grip OI, Chromo Grip OI, Barre OI, Barrel OI, Short Barrel OI, Streed Grip OI, Chromo Grip OI, Barrel OI, Short Barrel OI, Arten Grip OI, Barrel OI, Arten Grip OI, Barrel OI, Arten Grip OI	

BB DESCRIPTION C	OF THE SUSPECT(S)			Arrested 🗆	c	IOOL SOLVABILITY FACTORS
						ras No Unk
Waleed Har	med. #7 South G	ate, C'ste	d, DOB=22JAN62, P	OB=Jordan	- 1	☑ □ □ 01 Cm suspect volvida be blant ☑ □ □ 02 is siden properly traceside?
Name Address	s. Phone No.					O O O Washysical evidence after
(2) Muffeed Ha	med, #66 Eliza's	Retreat,	C'sted, DOB=010C1	171, POB=Kuwalt	- 1	☑ ☐ ☐ og R Aqui mæuð photograpa,
Name, Addres	s, Phone No.	.,			1	Ø ☐ 07, Consusped be remed?
(3)					1	Market Consusped to Berther? Consusped to Userboo?
Nome, Addres	s, Phone No.				- 1	O CA Conseporation described? O 10 Conseporation benfor? O 0 11. In suspect related by benfor? O 12 Was here a whees?
(4)	was a second				-1	7 D 12 Washensewhees?
Nama, Address	s, Phone No.			AS DUSDIEST BELLAVIOR	_,	101, RECOMMENDED ACTION
87, SEX	92.HEIGHT		HAIR ☑ □ □ 01, Bald Head	08, SUSPECT BEHAVIOR		UNDER SOLVABLITY FACTORS
Marke ロロロロス Fernals	□ B □ □ 02, 6'0" - 6'	3" 🔲 🕻	1 TI CT 02. Black	O O O O O Threst of Property Locs O O O O O The dian Locked up Volin		Follow Up By:
80, RACE	M □ □ □ 03, 5'8" - B'	n* C C	D D O4, Blonde or Strawberry	O O O O A Did Considerable Tellor	13	□ □ □ □ □ 02. Juvenilė
0 0 0 0 01, White	05, 5'3" - 5'	8" 0 0	0 0 05 Gray or Pental Gray	O O O O OA Actad Nervous or Exch	bd	03 I.A.V.
O O O O O O O O O O O O O O O O O O O	00 00 00, 5'0", 5'	5'0" 🗅 🕻	or, Sandy	O O O OR, Aded Calmy Delbora	ba ·	D D D D D5, Treffic
a a n a Cii. Historic	DR EVES (Color)		10 10 08, White 10 10 09, Looks	D D D D 08, Used Lubricant		
BISTO CA Unkrown	00000000000000000000000000000000000000		10. Unknown	D D D D 10. Meldous Destruction D D D D 11. Used Tools Found at 5	cens	Outside Agency D D D 7, F,B.I.
09. AGE	O O O O O Brown	98	, HAIR STYLE D D D1, AM	D D D 12 AleOravicon Premised	ì	D D D D OB, Postal Inspector
0 0 0 0 01, Under 18 0 0 0 0 02, 18-25	ロロロロの4、G/by 関ロロロの5、Green	n r	n no de Long Straight	m m m m m 14. Pecurical		D D D D 09 Mental Health
DDDDQ 28-35	DEED OS. Hazzi	0.0	O C OU Short Shalph	O D O O 15. Unusual Octor	ty Loss	O O O O 11, Nercollès
MODOW OWAN	O D D D OS Pirk	in (D D 05. Short Curly D D 06. Recoding			0 0 0 13, Other
90, BUILD	DE UNKNOW	D (ס בו בן (77, Toupes	PAL MODUS OPERANDI OF SUSPECT		
DDDDDD, Short Beard DDD Madum	94, FACIAL HAIR BEBLOOM, Mustacher	101	D D DA Wig B D D D9. Bald w/Fings	D D D DI, Bound Comp.//kim		102. CASE STATUS
DDDD01 Muscular	28 27 D D 02, Beard		D D 10 Lods	O D D DZ Used Note		O 01. Unfounded
	00000 Stidbure	ebrouds	, VOCAL IDENTITY	n n n n o oa Used Lookou		D 02, Glosed/Arrost D 03, Exception/Cleared
D1, CLOTHING	ධ ට ට ට රම් රහා වා	1Ven 191.0	C C 01, Foreign	D D D DS, Apologetic D D D D Mt. Mada Gestures		□ 04 Suspended
01. Hal		0 (0 0 02, Southern 0 0 03, Fast clipped	0 0 0 07. Sex Acts Involved 0 0 0 0 08. Used Schen Vehicle		■ 05, Open □ 05, Closed
DDDD 02 Coat		- H	m □ □ 04. West Indian	n n n n na Shots Fred		103, DISPATCH TIME
മമമമങ്. Shirt, Bid			05, Sturred	n n n n 11 Used Compa/Valim N	ame lame	ARRIVAL TIME 11:00
OOO 04, Trousers	a, Skil	n.	07. Deep Plich	R C 12 Other Fraud	-	DEPARTURE TIME 13:50
0 0 0 0 05, Shoes						
4. CODE: V. Victim	O - Owner P - Paren	VGuardian R	- Reporting Preson GP - Chi	d Present W- Wivess		
HAME(S	s) cone		RESIDENCE ADDRESS	RES, PHONE	10.10	гиризсненоне 1600 0205
aher F. Yusuf	R		illh's Fancy	(340) 718-9328	(340)	690-9396
athi Yusuf	0		La Grando Princess		-	- An pulling
usuf Yusuf	W	#92 CD L	Grande Princess		-	

On today's date, "R" was present at Insular Investigation Bureau with "O" (R's Father) and his Attorney, Nizar A.

Dewood to make a complaint of "Embezzlement."

"R" was interviewed and stated that the Yusuf and Hamed family, each has 50 % interest in Plessen Enterprise, Inc. That they never have made any dividends payout. That Mohamad Hamed is the President, "S1" is the Vice-President, "O" is the Secretary/Treasurer, and "R" is the Director of Plessen Enterprises, Inc. That check No. 0376 was drawn from Scotlabank Account No. 45012, belonging to Plessen Enterprises, Inc., made payable to Waleed Hamed ("S1"), dated 27MAR13, in the amount of \$460,000.00, and was signed by "S1" and "S2." That both families had a verbal agreement that any check signed against Plessen Enterprise, Inc. would need the signature of at least one member of each family. That no one in the Yusuf family was aware of Check No. 0376, until the bank notified "O" that he needed to put cash in the account or a check written to compensate "W" would be return due to insufficient funds. That "W" used his credit card to pay the taxes for Plessen Enterprises, inc. and Plessen Enterprises Inc. wrote a check to repay "W." That "S1" left \$7,000.00 in the account thinking that nobody would have notice the funds missing, since the account is not very active. However, "W" had failed to deposit a check from the rental of a property right away, which would have cover check No. 0376 and that was the reason the account did not have enough funds to cover the check or else the withdrawal would not have been detected. (Cont.)

NARRATIVE CONTINUED

Page 2 of _1 CR# 13 A 04408

"R" further stated that "S1" returned \$230,000.00 after "W" filed a civil lawsuit against "S1," "S2," Waheed Hamed, Hisham Hamed, and Five-H Holdings, Inc. However, the money was deposited with the Clerk of the

Court at the Superior Court.

"O" confirmed that the familles did not have any written agreement, but they had a verbal agreement to sign the checks using one member of each family. That "S1" knew that the Yusuf Family would not have agreed to sign, so he had one of his brother ("S2") sign the check. That the monies "S1" took without any authorization was used for the closing on a property deal in St. Thomas. That the Plessen Enterprises Inc. account was strictly to cover the operational expenses of the business, not for personal ventures.

Request case open, until further development.

V.I.P.D. PECORDS BUREAU



VIRGIN ISLANDS POLICE DEPARTMENT CR# 13/404488 INSULAR INVESTIGATION BUREAU

STATEMENT - COVER SHEET

DATE:	17 MA413 T	TIME; //3-0	PLACE: (J.S.V.)	AK WESTKATEN
FULL NAME:	MAHER YL	45415	D.O.B.: 4/29	167 P.O.B. SORMAN
HOME ADDRE	ss: 306A 5	UBITH'S FANCY	- No - Spore i direbibili	PHONE: (340) 718-932
MAILING ADD	DRESS: PO B	ox 908 c's	TEB 00821	S.S.#:
EMPLOYMEN"	F: DIRECTOR	OF PLESSED EN	TER PRISES, INC	PHONE: (340) 690- 9396
RECORDED BY	Y: SOT, MARK	A. CORNEIRO	SUBJECT: A	MISERILEMENT BY
		STATEMEN	TNARRATIVE F	DUM ARIKE
Tibe	m 0) ()	TENNEL IS	DEFENSIVE "	TO SCOTTABAJK
				WEING TO PLESSEN
CATEN PR	YORK INT	MAKE PAG	ABIE TO WA	LEED HAMED, WITHE
Amore) Y	OF 1 11/11	1 per so but The	ck 8/27/13	AND STONED BY
MAINER	110150 13	MUFFEEN U	DHEN THIS :	STATEMENT IS GIVEN
				SOT. MARK A.
CORNELR		2013		and the second s
CAPACICALIC	Φ <u></u>		mile and the second of the sec	The second section is a second section in the second section in the second section is a section section in the section is a section section in the section section in the section is a section section in the section section in the section section is a section section section in the section section is a section
cal Wa	14 -FEI1 LA	E WHAT G	READEEX 7	TO THE RESIDENCE OF THE PARTY O
(27-10)	d read and	to Gorle .	Del. (Col.)	- AND THE PROPERTY
15) 114	BROTHER 4	USUF YUSUI	= PAID PRO	PERTY THE FOX
PAE 55 P	N KNERPR	USE INC WI	TH HIS CRET	IT CARDO HE WAS
				THE FILME FROM
				ECK FROM THE
				WILLER MY
				INSUFFECTENT FUNDS
IN THE	ACCORDE	TO COVER	C THE CASE	K. WE WOULED
WHI B	ECAUSE W.	E THOUGHT	IT SHOULD	HAVE EWOUGH TO
COURA	THE CHE	EK IN THE	Ac.C.CILNT	THE BACK
REFLESC	TATILE ;	TOLK US S	EMEONE GOT	Wheen \$460 are 00
	H			and the second
FROM - FE	E ACCOUNT	TAND THAT	WE NEEDEL	Min (le Com , 9

INSL AMINVESTIGATION BUI - AU-

STATEMENT ~ CONTINUATION SHEET	CR# 13/904488 PAGE 2 OF 3
MOS MODELL TO CONFIC THE CHE NOT BE RETURNED, WE BY COMPANY AND DEPOSITED IN THE COMLD CLEAR, WE GOT CORY OF THE CHECK AND NOTICED THE WALERD HAMED AND MUSIFEED IN	CONOHT MINEY FROM ANOTHER ACCORDE, SO THAT THE CHECK OF THE PACK AND FRONT OF CHECK MAS SHOWED BY HUMEN, THE CHECK WAS NEWBOYED
ANS) MOHAMON HAMED, PRESIDENT, FRITH YUGUF = SEUNETHRY / TO	100 - 100 -
Q) HOW HANG SHON ATURES ARE AND TWO SHON ATURES Q) WHO IS MITHORIZED TO SHOW	
AS) WITHALLY WHEN ONE BIGNAT WHERE MUSELF, MY FRAMER HOWEVER, IT HAS BEEN UPD BECAME WHO IS ANTHOMIZED MAT ONE PERSON FROM THE HA THE YHEMF WOULD SIGN THE	MED AND ONE PERSON FROM
of THE FELWIS THAT WERE IN	PECIFIC PURPOSE
SIGNATURE: STRICTLY	WITNESS: ACCE A Commence.

--- INSU JAK INVESTIGATION BUL AU

STATEMENT - CLOSING SHEET CR# /3/04488 PAGE 3 OF 3
ANS) FROM THE COMPANY.
BID WALED HAMED OR ANY MEMBER OF THE HOMED FAMILY WERE WERE COINE TO REMOVE \$ 460,00000 FROM THE ACCOUNTY
a) now much shapes in the company isoth FRAILY HAVE?
AND 50% EACH
Q) WAS ANY MINUTES RECORDED OF THE PURPOSE OF THE.
THE MONEY?
AUS NO
() CAN 404 POSTAVEY INDITIFY WALERS HAMES?
Now YES ON YOUR WANT TO AND BUY THEOR ELSE?
WIS WE NEVER DESTRUBUTE FAINDS FRAM THAT COMPANY, E
TIME ENDS: 1347 DATE: 17 HAY 13
I HEREBY DECLARE THAT THE FOREGOING STATEMENT, WHICH I HAVE DICTATED AND READ, IS
FREELY AND VOLUNTARILY GIVEN AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDEGE.
SIGNATURE: DATE: 5/17/13 WITNESS: Mich le Como Son



Oppion optim Attorner Chabital

H44045R081PHEED8089 GAD9 H11R45081PHEED808 PERON P SECTIONAS, USE VIRON ISLANDS 00802 (EH) 774-0001 PAS (340) 77KB011 46040 ISTATII (MATEK CAARLE) TISMIIN OBSTEILIN ILITIO CIMUSEIANSTRO, ST. ORGEN, VI 00820 (140) 775-0286 NASS (140) 775-0286

SUBPOENA - DUCES TECUM

THE PEOPLE OF THE VIRGIN ISLANDS

TO: Demick Martin, Bank Manager

Bank of Nova Scotia 4500 Estate Diamond

P.O. Box 773

Christiansted, St. Croix, VI 00821

Tel.: (340) 778-6936 Fax: (340) 773-3225

PURSUANT to Title 4 Virgin Islands Code Section 601 et. seq.:

YOU ARE HEREBY COMMANDED TO APPEAR before Esther R. Walters, Esq., Assistant Attorney General of the Virgin Islands, 6040 Castle Coakley, Christiansted, St. Croix, U.S. Virgin Islands 00820, to give testimony in connection with a <u>criminal investigation</u>, by the People of the Virgin Islands.

Personal appearance is not required to satisfy this subpoena. Instead of personal appearance, please surrender to <u>Detective-Sergeant Mark A. Corneiro. Police Operation & Administrative Services, #45 Mars Hill, Frederiksted, St. Croix, VI 00840 the following Information and any documentation evidencing same, by June 4, 2013:</u>

- ./1. Records reflecting monthly statements from October of 2012 to present of any accounts belonging to Plessen Enterprise, Inc., Account No. 45012 that might be at your bank.
- 2. Records to include: monthly statements, signature cards, credit cards, debit cards, checking, application forms for the accounts belonging to the business listed above.
 - $\sqrt{3}$. Certified copies of all checks issued from October 2012 to present.



120-YY-00543

Subpoena-Duces Tecum Re: Plessen Enterprise Inc., CR# 13A04488 Page 2 of 2

FAILURE TO APPEAR at such time and place or to produce requested documents may lead to the Issuance of a warrant for your arrest pursuant to Title 5 Virgin Islands Code Section 654.

THE PEOPLE OF THE VIRGIN ISLANDS

VINCENT A. FRAZER ATTORNEY GENERAL

DATED: 5.20.13

ESTHER R. WALTERS

ASSISTANT ATTORNEY GENERAL V.I. DEPARTMENT OF JUSTICE 5040 CASTLE COAKLEY, CHRISTIANSTED, ST, CROIX U.S. VIRGIN ISLANDS 00820-4375

RETURN OF SERVICE

attached hereto on	44	CERTIFY II	nat l	received ** 注火		NA - DU , and that I served	tinereal	ter ou
delivering to him/he		×	, by	showing	him/har this			

Officer's Signature

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

MOHAMMAD HAMED By His Authorized Agent WALEED HAMED

Plaintiff,

CIVIL NO. SX-12-CV-370

FATHI YUSUF AND UNITED CORPORATION

ACTION FOR DAMAGES INJUNCTIVE AND DECLARATORY RELIEF JURY TRIAL DEMANDED

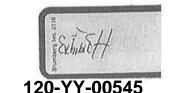
Defendant.

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. Crolx and am personally knowledgeable about each fact set forth in this affidavit.
- 2. I am also known by most people as Wally Hamed.
- 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.





Affidavit of Waleed Hamed Page 2

- 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 Acet: 04xxxxxxxxxx Bank of Nova Scotla (BNS)
Payroll Acet: 04xxxxxxxxx Bank of Nova Scotla (BNS)
Telecheck Acet: 04xxxxxxxx Bank of Nova Scotla (BNS)
Credit Card Acet: 1xxxxxxx Banco Popular

St. Croix Plaza Extra - WEST

Operating Acet: 19xxxxxx Banco Popular
Credit Card Acet: 19xxxxxx Banco Popular
TeleCheck Acet: 05xxxxxxxx Bank of Nova Scotia (BNS)

St. Crolx Plaza Extra - EAST

Operating Acct: 19xxxxxx Banco Popular
Credit Cart Acct: 19xxxxx Banco Popular
Banco Popular
Banco Popular
Banco Popular
Banco Popular
Banco Popular

- 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 profils from the Plaza Extra stores have always been held in banking and brokerage accounts completely separate from the profils 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

Affidavit of Waleed Hamed Page 3

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 Pariners 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 unitue;
 - 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 almed 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) Unllaterally cancelling orders placed with vendors and not ordering new inventory for the three Plaza supermarkets;

Affidavit of Waleed Hamod Page 5

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, Falhl 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, Fathl 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

FOR PUBLICATION

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

MOHAMMED HAMED by his authorized agent

WALEED HAMED,

Plaintiff

CIVIL NO. SX-12-CV-370

ACTION FOR DAMAGES;

PRELIMINARY AND PERMANENT

FATHI YUSUF, and UNITED CORPORATON,

Defendants

INJUNCTION; DECLARATORY RELIEF

JURY TRIAL DEMANDED

ORDER

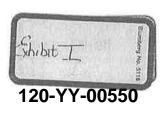
The Court having issued its Memorandum Opinion of this date, it is hereby

ORDERED that Plaintiff's Emergency Motion to Renew Application for TRO, filed January 9, 2013, seeking entry of a temporary restraining order or, in the alternative, preliminary injunction is GRANTED, as follows:

ORDERED that the operations of the three Plaza Extra Supermarket stores shall continue as they have throughout the years prior to this commencement of this litigation, with Hamed, or his designated representative(s), and Yusuf, or his designated representative(s), jointly managing each store, without unilateral action by either party, or representative(s), affecting the management, employees, methods, procedures and operations. It is further

ORDERED that no funds will be disbursed from supermarket operating accounts without the mutual consent of Hamed and Yusuf (or designated representative(s)). It is further

ORDERED that all checks from all Plaza Extra Supermarket operating accounts will require two signatures, one of a designated representative of Hamed and the other of Yusuf or a designated representative of Yusuf. It is further



Mohammad Hamed via Waleed Hamed v.Fathi Yusuf and United Corporation, SX-12-CV-370 ORDER
Page 2 of 2

ORDERED that a copy of this Order shall be provided to the depository banks where all Plaza Extra Supermarket operating accounts are held. It is further

ORDERED that Plaintiff shall forthwith file a bond in the amount of Twenty-Five Thousand Dollars (\$25,000.00) with the Clerk of the Court, and shall provide notice of the posting to Defendants. (Plaintiff's interest in the "profits" accounts of the business now held at Banco Popular Securities shall serve as additional security to pay any costs and damages incurred by Defendants if found to have been wrongfully enjoined.)

Dated: April 25, 2013

Douglas A. Brady

Judge of the Superior Court

ATTEST:

VENETIANI, VELASQUEZ

Clerk of the Court

Sipp Janua Jack

IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS

DIVISION OF ST. CROIX

PEOPLE OF THE VIRGIN ISLANDS, C

CRIMINAL NO. SX-15-CR-352

SX-15-CR-353

Plaintiff,

CHARGE(s):

VS,

EMBEZZLEMENT BY FIDUCIARIES/PRINCIPALS

FIDUCIARIES/PRINCIPALS 14 V.I.C. §1091 & 1094(a)(2)& 11(a)

WALEED HAMED, MUFEED HAMED, GRAND LARCENY

14 V.I.C. §1083(1) & 11(a)

Defendants.

TO: JEFFREY MOORHEAD

GORDON RHEA

1132 (48) KING STREET STE. 3 Christiansted, St. Croix PO BOX 307607 ST THOMAS VI 00803

U. S. Virgin Islands 00820

RESPONSE TO DISCOVERY REQUEST

Pursuant to Federal Rule of Criminal Procedure 16(a)(1)(E), the materials below are being supplied to the Defendant.

Specifically, the People have attached hereto copies of the following for the two case named above:

1) Scotlabank Information Gathering Form- Account for Private Company Plessen Enterprises Inc., dated 02/03/12 (9 single sided pages);

Pursuant to Rule 16(a)(1)(E) you may inspect and copy or photograph any tangible objects the People has in its possession reference to this case. Please note that there is photographic evidence available for viewing. Our office hours are 8:00 a.m., to 5:00 p.m. Monday through Friday, except holidays. Please call 773-0295 for an appointment.

Notice is hereby given that the People intend to rely upon all the evidence contained in the aforementioned.

The Defendant is further notified, and demand is hereby made pursuant to Rule 12.1 that in the event the Defendant intends to rely upon an alibi, that said Notice of Alibi be provided to the People and that the disclosure be in compliance with the Rules

Page: 2 Second Response to Discovery Request WALEED and MUFEED HAMED SX-15-CR-352, 353

of Discovery. Demand is hereby made that the aforementloned be supplied to the People within ten (10) days or within the time set by the Court.

The People intend to rely upon the dates and time of the occurrence as indicated

in the attached Discovery.

Demand is hereby made upon the Defendant for any and all evidence which would be discoverable by the People under Rule 16(b) and (c). The People are presently unaware of any exculpatory material other than as noted above. However, the People acknowledge its continuing duty to disclose requested evidence or material and will supply same to the Defendant as it become available.

Respectfully submitted,

CLAUDE WALKER

ATTORNEY GENERAL

DATED: 04/01/16

KIPPY G. KOBERSON

ASSISTANT ATTORNEY GENERAL

Department Of Justice

6040 Castle Coakley, Christiansted

St. Croix, Virgin Islands 00820

Tel. (340) 773-0295

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I have served a true and foregoing copy of the within Second Response to Discovery Material; which was served upon

TO: JEFFREY MOORHEAD

1132 (48) KING STREET STE. 3 Christiansted, St. Croix U. S. Virgin Islands 00820 **GORDON RHEA**

PO BOX 307607 ST THOMAS VI 00803

By electronic filing to grhea@rpwb.com and jeffreymlaw@yahoo.com

on this 1st day of, April, 2016.

ppy Roberson Asst. Attny. General

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

NOTICE OF FILING DOCUMENT IN THE OTHER DIVISION

I. Caption of case including proper division:

Yusuf Yusuf v. Waleed Hamed et al. v Plessen Enterprises, Inc. Civil No. SX-13-CV-120

II. Description of Document(s):

No. of Pages

Document No.

Notice Of Service Of Plaintiff Yusuf Yusuf's Responses to Mufeed Hamed's Third Set of Interrogatories and Request for Production of Documents 2

(Clerk's Office Only)

III. Certification of mailing or delivery to each of the following:

Name of Attorney

Type of Service

Dated Emailed

Mark W. Eckard, Esq.

Email/U.S. Mail

June 5, 2017

Jeffrey B.C. Moorhead, Esq.

Email/U.S. Mail

June 5, 2017

Dated: June 5, 2017

Signature of Counsel

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

YUSUF YUSUF, FATHI YUSUF, F NEJEH YUSUF, and ZAYED YUSU individual capacities and derivatively PLESSEN ENTERPRISES, INC.,	UF, in their)))
	Plaintiffs,) CASE NO. SX-13-CV-120
vs. MOHAMMAD HAMED, WALEE WAHEED HAMED, MUFEED HA HISHAM HAMED, FIVE-H HOLI KAC357, INC.,	MED,	ACTION FOR DAMAGES, DECLARATORY AND INJUNCTIVE RELIEF JURY TRIAL DEMANDED
	Defendants,)
-and-)
PLESSEN ENTERPRISES, INC.,)
	Nominal Defendant.)) _)

NOTICE OF SERVICE OF PLAINTIFF YUSUF YUSUF'S RESPONSES TO MUFEED HAMED'S THIRD SET OF INTERROGATORIES AND REQUEST FOR PRODUCTION OF DOCUMENTS

Plaintiff, Yusuf Yusuf (Yusuf), by and through his attorneys, Dudley, Topper and Feuerzeig, LLP, hereby provides notice that on the 5th day of June 5, 2017, he served his responses to Defendant Mufeed Hamed's Third Set of Interrogatories and Request for Production of Documents, by placing same in the U.S. Mail, postage prepaid, to counsel of record and by emailing same to counsel of record.

DUDLEY, TOPPER AND FEUERZEIG, LLP DATED:

1000 Frederiksberg Gade
P.O. Box 756
St. Thomas, U.S. V.I. 00804-0756
(340) 774-4422

June 5, 2017

By:

Charlotte K. Perrell, (V.I. Bar #1281)

Law House

1000 Frederiksberg Gade - P.O. Box 756

St. Thomas, VI 00804-0756

Telephone:

(340) 774-4422

Facsimile:

(340) 715-4400

E-Mail:

cperrell@dtflaw.com

Attorneys for Plaintiffs

Notice of Service of Plaintiff's Responses to Mufeed Hamed's Third Set of Interrogatories and Request for Production of Documents Yusuf Yusuf et al. vs. Mohammad Hamed et al. Case No. SX-13-CV-120 Page 2

CERTIFICATE OF SERVICE

It is hereby certified that on this 5th day of June, 2017, I caused true and exact copies of the foregoing NOTICE OF SERVICE OF PLAINTIFF YUSUF YUSUF'S RESPONSES TO MUFEED HAMED'S THIRD SET OF INTERROGATORIES AND REQUEST FOR PRODUCTION OF DOCUMENTS to be served upon the following via e-mail:

Mark W. Eckard, Esq.

HAMM & ECKARD, LLP

5030 Anchor Way – Suite 13

Christiansted, St. Croix

U.S. Virgin Islands 00820-4692

E-Mail: meckard@hammneckard.com

Jeffrey B.C. Moorhead, Esq. C.R.T. Building 1132 King Street Christiansted, St. Croix U.S. Virgin Islands 00820 E-Mail: jeffreymlaw@yahoo.com

Juance Iromas

R:\DOCS\6254\4\PLDG\17B0486.DOCX

DUDLEY, TOPPER AND FEUERZEIG, LLP

1000 Frederiksberg Gade
P.O. Box 756
St. Thomas, U.S. V.I. 00904-0756
(340) 774-4422