

**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,)

vs.)

MOHAMMAD HAMED, WALEED HAMED,)
WAHEED HAMED, MUFEED HAMED,)
HISHAM HAMED, FIVE-H HOLDINGS, INC., and)
KAC357, INC.,)

Defendants,)

-and-)

PLESSEN ENTERPRISES, INC.,)

Nominal Defendant.)

CASE NO. SX-13-CV-120

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

JURY TRIAL DEMANDED

**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:

(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.

(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.

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.

INTERROGATORY NO. 13:

If different from your response to Interrogatory 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 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.

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.

INTERROGATORY NO. 15:

For any website of the Department of Licensing and Consumer Affairs for which Fathi Yusuf, Yusuf Yusuf, Negeh 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.

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.

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.)
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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.

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.

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DUDLEY, TOPPER AND FEUERZEIG, LLP

DATED: June 5th, 2017

By: 

CHARLOTTE K. PERRELL

(V.I. Bar #1281)

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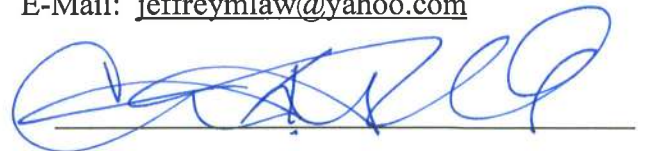
Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

It is hereby certified that on this 5th day of June, 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 e-mail:

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

YUSUF PRODUCTION IN 370 CASE	BNS PRODUCTION	YUSUF PRODUCTION IN 120 CASE		BNS PRODUCTION
1. BNS Intake Gathering Form (Version 1)	1. BNS Intake Gathering Form (Version 1)	1. BNS Intake Gathering Form (Version 1)	1. BNS Intake Gathering Forming (Version 2)	1. BNS Intake Gathering Form (Version 3)
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
A. FY004494 (only difference with Version 2 is at lines for #9 and 10).	A. FY004494 (only difference with Version 2 is at lines for #9 and 10).	A. 120-YY-00225(only difference with Version 2 is at lines for #9 and 10).	A. 12-YY-00273	A. First Page is Handwritten
B. FY004495	B. FY004495	B. 120-YY-00226	B. 12-YY-00274	B. Second Page is handwritten
C. FY004496	C. FY004496	C. 120-YY-00227	C. 12-YY-00275	C.
D. FY004497 (only difference with Version 2 is handwritten check marks on left hand side of page.)	D. FY004497 (only difference with Version 2 is a handwritten check marks on left hand side of page.)	D. 120-YY-00228 (only difference with Version 2 is handwritten check marks on left hand side of page.)	D. 12-YY-00276	D. Third Page is handwritten
E. FY004498 (only difference with Version 2 is Section 2, #1 is filled out.)	E. FY004498 (only difference with Version 2 is Section 2, #1 is filled out.)	E. 120-YY-00229 (only difference with Version 2 is Section 2, #1 is filled out.)	D. 12-YY-00277	E. Fourth Page is handwritten
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. 120-YY-00230 (only difference with Version 2 is that this form is not filled out.)	F. 12-YY-00278	F. Fifth Page is handwritten
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. 120-YY-00230 (only difference with Version 2 is that this form is not filled out.)	G. 12-YY-00279	G. Sixth Page is handwritten
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	3. Also bears Bates No. FY004494-4501	3. Also bears Bates No. HAMD631639-631647	3. No bates no.s.
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 <i>Hamed v. BNS et al</i> , 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 <i>Hamed v. BNS et al</i> , 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)

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)	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 re-produced 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.”	4. When Received: Produced on or about September 23, 2014 in the 370 Case, pursuant to supplemental Rule 26 disclosure. Yusuf re-produced in this case but did not re-bates number and instead simply designated the previous bates identifiers. It appears to have originated from BNS pursuant to subpoena.



Information Gathering Form - Account for a Private Corporate Entity

NOTE: THIS FORM PROVIDES ALL OF THE REQUIRED INFORMATION & DOCUMENTATION TO THE STATE OF TENNESSEE FOR THE AFTER-SUPPORTING RETURN TO BE COMPLETED & RETURNED TO THE TAXPAYER.

SECTION I - DETAILS OF THE COMPANY

1. Full legal name of the company: PA... ..
1. Mailing address of the company: PA... ..
2. Telephone number: 615 177 5200
3. Number of employees, Full time: 40 Part time: 5
4. Number of years in business: 21
5. Number of years at above address: 16
6. Dates of incorporation: 11/1/91
7. Address of the company's Registered Office: 1000... ..
8. Name and address of primary company contact: John... ..
9. Name and address of the company's primary banker: State... ..
10. Name and address of the Law Firm that represent the company (if applicable): Law... ..
11. Name and address of the company's Accountant (if applicable): Accountant... ..

Exhibit A



13. Provide as originals or certified true copies of originals, cannot be photocopied, of the following: (specify each)

- Certificate of Incorporation/Registration;
- Memorandum and Articles of Incorporation/ Association & By-Laws;
- Notice of Address or Notice of Change of Address of Registered Office;
- Notice of Directors/Managers or Notice of Change of Directors/Managers;
- Notice of Appointment of Secretary and/or Notice of Change of Secretary;
- Register of Members/Shareholders, including the full name and address of each beneficial owner holding 25% or more of the Company's shares;
- Trade Business Licenses and Registration documentation;
- Request for Name Change or Name Reservation;
- Certificate of Good Standing, or
- Any other documentation requested by the Account Officer.

Note: Whenever documents require renewal, a copy of the "updated" document is to be provided in Submittals upon each renewal/re-registration process.

13. If any of the following is/will be a company, entity then the form listed in section 12 are required for each such corporate office, as well information regarding the following:

- Authorized signatory;
- Directors;
- Beneficial owner holding 25% or more of the Company's stock;
- Any person with principal control over the Company's assets; and
- Any person acting under a power of attorney or any other legal document.

14. Please provide personal information for each officer, director, and shareholder with more than 25% interest of the company:

Name	<i>Joseph A. ...</i>	Title	<i>President</i>
Physical Address	<i>3000 ...</i>		
Mailing Address	<i>...</i>		
Date of Birth	<i>...</i>	Telephone Number	<i>...</i>
Country of Citizenship	<i>USA</i>	Social Security Number	<i>...</i>
Email address			
Name	<i>...</i>	Title	<i>...</i>
Physical Address	<i>...</i>		
Mailing Address	<i>...</i>		
Date of Birth	<i>...</i>	Telephone Number	<i>...</i>
Country of Citizenship	<i>USA</i>	Social Security Number	<i>...</i>
Email address			
Name	<i>...</i>	Title	<i>...</i>
Physical Address	<i>...</i>		
Mailing Address	<i>...</i>		
Date of Birth	<i>...</i>	Telephone Number	<i>...</i>
Country of Citizenship	<i>USA</i>	Social Security Number	<i>...</i>
Email address			
Name		Title	
Physical Address			
Mailing Address			
Date of Birth		Telephone Number	
Country of Citizenship		Social Security Number	
Email address			



File

Name
Physical Address
Mailing Address
Date of Birth
Country of Citizenship
Email address

Telephone Number
Social Security Number

15. Any of the signatories, officers, shareholders with more than 3% ownership, or their immediate family members a current or former senior official in the executive, legislative, administrative, military or judiciary of a foreign government or a senior officer of a foreign political party, or a senior executive of any entity owned by a foreign government or if they maintain a personal or professional relationship with any such official.

16. Swatbank's standard operating documents are generally only provided after all of the necessary opening requirements have been fully satisfied. Thus, in this process, please complete the following questions regarding the individual signatories and signing instructions:

Provide the name and title of each individual who is authorized to sign on the company's behalf. Authorized signatories are required to provide two pieces of ID in original form or notarized copy only when authorized by a bank employee. Acceptable primary pieces being a government-issued photo ID with valid pass-over document, driver's license, and/or secondary pieces of ID, such as utility bills, and social security card.

Name: Robert J. [unclear]
Physical Address: [unclear]
Mailing Address: [unclear]
Date of Birth: 11/15/1944
Country of Citizenship: USA
Email address: [unclear]
Telephone Number: 775-524-6666
Social Security Number: 580-09-1013

Name: Walter P. [unclear]
Physical Address: [unclear]
Mailing Address: [unclear]
Date of Birth: 7/11/1976
Country of Citizenship: USA
Email address: [unclear]
Telephone Number: [unclear]
Social Security Number: 580-25-3893

Name: Walter P. [unclear]
Physical Address: [unclear]
Mailing Address: [unclear]
Date of Birth: 7/11/1976
Country of Citizenship: USA
Email address: [unclear]
Telephone Number: 775-524-6666
Social Security Number: 580-10-9066

Name
Physical Address
Mailing Address
Date of Birth
Country of Citizenship
Email address

Telephone Number
Social Security Number

Name
Physical Address
Mailing Address
Date of Birth
Country of Citizenship
Email address

Telephone Number
Social Security Number



Name _____
 Physical Address _____
 Mailing Address _____
 Date of Birth _____
 Country of Citizenship _____
 E-mail address _____

Title _____
 Telephone Number _____
 Social Security Number _____

11. Indicate the signing instructions for the above named individuals who are required to sign on the company's account (e.g., any one to sign, "A" to sign with other in "or" or "and", etc.)
- A - joint sign*
12. Provide names and applicable functions for persons not authorized to sign on the account, but authorized to obtain the account balance, collect account statements, and, etc. (If documents are also required as per item 11)
- None*

13. Provide details of any other existing accounts / relationship held with any Scotiabank Group.

EN 058 BCD 45012

14. If requested, provide a banker's reference on the aforementioned Company, prepared on the applicable bank's letterhead, and signed by its Manager. If the Company is newly established and does not have an existing bank relationship then the reference is to be provided on the Parent Company's letterhead. The bank reference should comment on the quality of the banking relationship as well as provide full details of the bank or a manager's account on the quality of the banking relationship as well as provide full details of the bank or a manager's account including the date of establishment of the account, type of account, currency of acc. and present balance, average balance over the previous twelve month period, credit history, and be specifically addressed to Scotiabank, to provide meaningful support. If a similar or similar reference, or reference addressed to a Whom It May Concern, is acceptable.

SECTION 3 - PURPOSE FOR THE ACCOUNT AND AN ILLUSTRATED ACCOUNT ACTIVITY

- Reason & or purpose for requiring a account with Scotiabank, including relevant source of funds.

058 BCD 45012 and 45012
- Detailed overview of the Company's primary business activity (e.g., nature of products, services provided and / or distributed to, to which, type of operations, countries in which to which transactions are processed, etc.) and a hierarchy of articles.

058 BCD 45012 and 45012



5. Financial year end. Attached
 Please provide a copy of the Company's latest financial statements or Annual Report. Attached
 If the Company is a subsidiary then provide a copy of the parent company's Annual Report. Attached
 & Corporate Tree detailing ownership particulars (as applicable). In-house financial work to be provided if
 Auditor-prepared statements are not available.

6. Indicate the type of each account required (e.g. Checking, Savings, Certificate of Deposit, Call Deposit) and
 services required (e.g. wire transfers, letters of credit)

8. Security is required by law to verify the flow to the source of funds for deposits (e.g. from sales, dividends, loan
 company loans, etc.). Also indicate in to whom, & from whom funds for deposits are received from bank.
 reserves the right to request additional documentary evidence to support the information provided?
Business Deposit

9. Provide details of the anticipated activity in #7 below. Annual change (i.e. in excess of 20%) in the activity
 projected, requires that the company immediately notify the Account Manager / Relationship Officer and discuss
 with him/her whenever supporting information may be required to support the new statistics.

7. Normal & Special Activity:
 Number of checks expected to be issued in the average month: 150 \$1,000 100-120 150
 Total \$ value: 150,000
Main Suppliers: Customers and average payments to them per month:
Trade Accounts

□ Largest amount of check (and its beneficiary) issued in the average month:
None

□ Large check payments at irregular intervals (e.g. Payment to primary auto parts supplier - ABC Supplies Ltd.
Once per quarter. XYZ Corporation - oil & battery supplier - Semi-annually, etc.) None

□ Anticipated wire payments per month: None \$ 100 \$ 200 \$ 10-15 \$ 15
 Total \$ value:
Main Suppliers: Customers and average payments to them per month:

□ Number of anticipated deposits in the average month: 150 \$ 11-20 \$ 11-10 \$ 15
 Total \$ value: 25,000



7 Normal & Special Activities: None

8 Competition of the above deposits: None

Total \$ value: \$ 50,000

Major clients and average payment by them per month: Grassick Soda Water

9 Letters of Credit & or Collections Payments (i.e. the goods purchased from a Supplier):
Major clients and individuals named: None

10 Will this account be used to conduct business on behalf of a person other than the named account holder(s) (third party)? Yes (If "Yes" provide details and supporting documentation for further review discussed (as advised) by the Bank Officer.)
 (Note for Bank: None as per 10 and 11, is not information of the third party and obtain id, name, address and nature of relationship of the third party is a non-resident.)

11 I We certify that to the best of our knowledge the information provided herein is accurate. If there are any subsequent changes to any of the information/documentation, we will notify Secondarily by a signed letter.

12 We authorize the Bank to obtain independent verification from any public & or internal sources with respect to this application and in accordance with anti money laundering & anti terrorist financing laws & regulations.

13 We acknowledge that this account will be open for review by Compliance Officers and Auditors and by local government auditors and inspectors, subject to appropriate confidentiality restrictions by the bank.

14 We further confirm that all credits to the account are and will be beneficially owned by the company (as is detailed in item 4 B)

Disclosure of Information
 While the Bank is committed to protect the privacy and security of the information provided it may be necessary to disclose information:

- ... to response to credit enquiries from qualified legal/financial institutions (usually with respect to the customer's application at said financial institution);
- ... If the Bank, in its discretion reasonably deems such disclosure necessary or desirable in furtherance of the customer's business;
- ... Pursuant to legal process or subpoena served on the bank; and
- ... If disclosure is reasonably necessary to protect the Bank's interests (the bank will usually notify the customer where permissible under the applicable legal process)

The Customer hereby consents to and authorizes such disclosure, and the Bank shall not become liable by reason of the giving of any such information or of it's being inaccurate or incomplete



IMPORTANT INFORMATION ABOUT FEDERAL REQUIREMENTS FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

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

Signature: *[Handwritten Signature]*
Director (Authorized Signature)

Signature: *[Handwritten Signature]*
Authorized Signature

Date: *4-5-2010*

For Bank Use Only

Country of Risk _____

Assigned Risk Rating (1, 2, 3) _____

Reviewed by (Bank Officer) _____

Authorized by (Bank Officer) _____

ZIP Code _____

Date _____

Date _____



Information Gathering Form - Account for a Private Corporate Entity

NOTE: PLEASE PROVIDE ALL OF THE REQUESTED INFORMATION TO COMPLETE THE ACCOUNT OPENING PROCESS. COMPLETE & RETURN THIS FORM TO THE ATTENTION OF:

SECTION 1 - DETAILS OF THE COMPANY

1. The legal name of the company: EXHIBIT DEVELOPERS LLC
Trading Name(s) (if applicable): SAME AS ABOVE

2. Mailing address of the company: P.O. BOX 762
CHRISTIANSTED
ST. CROIX, USVI 00821-0762
Physical address of the company: 4060 ESTATE STON FARM
CHRISTIANSTED
ST. CROIX - USVI 00820

Telephone number: (340) 778-6240 Facsimile number: (340) 778-1200
E-mail address: _____ Website: _____

3. Number of employees: Full time _____ Part time _____

4. Number of years in business: _____

5. Number of years at above address: _____

6. Country of incorporation: _____

7. Address of the Company's Registered Office: 4060 ESTATE STON FARM
CHRISTIANSTED, ST. CROIX USVI 00820

Telephone number: (340) 778-6240 Facsimile number: (340) 778-1200

8. Name/Address / eic. of primary company contact: WALEED HAMED
4060 ESTATE STON FARM CHRISTIANSTED, ST. CROIX USVI 00820

Telephone number: () _____ Facsimile number: () _____
E-mail address: _____

9. Name and address of the company's primary banker: BANCO POPULAR

Name of Account Manager: _____ Facsimile number: () _____
Telephone number: () _____

10. Name and address of the Law Firm that represents the company (if applicable): _____

Name of Agency (if specifically assigned, with the firm): _____
Telephone number: () _____ Facsimile number: _____

11. Name and address of the company's Accountant (if applicable): _____
Telephone number: () _____ Facsimile number: _____

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FY 0044514



120-YY-00520



12. Provide originals or certified true copies (if originals cannot be provided) of the following documents:

- Certificate(s) of Incorporation / Registration
- Memorandum and Articles of Incorporation / Association & By-Laws
- Notice of Address or Notice of Change of Address of Registered Office
- Notice of Director(s)/Manager or Notice of Change of Director(s)/Manager
- Notice of Appointment of Secretary and/or Notice of Change of Secretary
- Register of Members or Shareholders, including the full name and address (last 4 digits) of each member holding 25% or more of the Company's shares.
- Trade / Business Licenses and Registration documents
- Request for Name Search and/or Name Reservation
- Certificate of Good Standing or
- Any other documents as requested by the Account Officer.

Note: Whenever documents require a stamp, a copy of the "stamped" document is to be provided to Scottbank upon each renewal / re-registration process.

13. If any of the following is used a company seal, then the items listed below are required for each seal corporate entity, as well information regarding the following:

- Authorized signatory,
- Director;
- Beneficial owner holding 25% or more of the Company's shares
- Any person with principal control over the Company's assets, and
- Any person acting under a power of attorney to any other legal document

14. Please provide personal information for each officer, director and shareholder with more than a 1% ownership of the company.

Name MUFEED HAMED Title GENERAL MANAGER
 Physical Address 1 CED ESTATE SION FARM CHRISTIANSTED, ST. CROIX, DSV 00820
 Mailing Address P.O. BOX 763 CHRISTIANSTED, ST. CROIX, DSV 00821-0763
 Date of Birth 01/22/1962
 Country of Citizenship USA Telephone Number (1-40) 690-9295
 Email address _____ Social Security Number 510-064483

Name MUFEED HAMED Title MEMBER
 Physical Address SAME AS ABOVE
 Mailing Address SAME AS ABOVE
 Date of Birth 10/1/1971 Telephone Number (1-40) 690-0971
 Country of Citizenship USA Email address _____ Social Security Number 510-064483

Name BAHER YUSUF Title MEMBER
 Physical Address 111 ESTATE ELEGANT ESTATES, ST. CROIX, DSV 00821
 Mailing Address P.O. BOX 3449 KINGSHILL, ST. CROIX, DSV 00821-0349
 Date of Birth 4/20/1967 Telephone Number (1-40) 690-9990
 Country of Citizenship USA Email address _____ Social Security Number 510-064483

Name FATHI YUSUF Title MEMBER
 Physical Address 126 A WOOD PARK HALL, ST. CROIX, DSV 00821
 Mailing Address 126 A WOOD PARK HALL, ST. CROIX, DSV 00821
 Date of Birth 4/15/1941 Telephone Number (1-40) 690-9990
 Country of Citizenship USA Email address _____ Social Security Number 510-064483



12. Provide original or certified true copies (if originals cannot be provided) of the following documents:
- Certificate(s) of Incorporation / Registration.
 - Memorandum and Articles of Incorporation / Association & By Laws.
 - Notice of Address or Notice of Change of Address of Registered Office.
 - Notice of Director/Manager or Notice of Change of Director/Manager(s).
 - Notice of Appointment of Secretary and/or Notice of Change of Secretary.
 - Register of Members / Shareholders, including the full name and address of each beneficial owner holding 1% or more of the Company's shares.
 - Trade / Business Licenses and Registration Documentation.
 - Request for Name Search and/or Name Reservation.
 - Certificate of Good Standing, or
 - Any other documentation requested by the Account Officer.

Note: Wherever documents require renewal, a copy of the updated document is to be provided in Section 13 upon each renewal / re-registration process.

13. If any of the following is used as a **company**, supply the items listed in section 12 for each such corporate entity as well as information regarding the following:
- Authorize signatory,
 - Directors,
 - Beneficial owner holding 25% or more of the Company's shares;
 - Any person with principal control over the Company's assets; and
 - Any person acting under a power of attorney or any other legal document.

14. Please provide personal information for each officer, director, and shareholder with more than 25% ownership of the company:

Name	<u>HISHAM HAMED</u>	Title	<u>MANAGER</u>
Physical Address	<u>#114 ISSFAH PLEASANT BIRD ST. CROIX, D.V. 00821</u>		
Mailing Address	<u>P.O. BOX 3649 KEBBULETTER ST. CROIX D.V. 00821-3649</u>		
Date of Birth	<u>12/19/1975</u>	Telephone Number	<u>(340) 699-3339</u>
Country of Citizenship	<u>USA</u>	Social Security Number	<u>580-19-5847</u>
Email Address			

Name	<u>YUSUF YUSUF</u>	Title	<u>MANAGER</u>
Physical Address	<u>1000 CRUVE HIGH FARM CHRISTIANSTED ST. CROIX D.V. 00820</u>		
Mailing Address	<u>P.O. BOX 762 CHRISTIANSTED, ST. CROIX D.V. 00821-0762</u>		
Date of Birth	<u>4/26/1977</u>	Telephone Number	<u>(340) 1170-0700</u>
Country of Citizenship	<u>USA</u>	Social Security Number	<u>580-21-0718</u>
Email Address			

Name		Title	
Physical Address			
Mailing Address			
Date of Birth		Telephone Number	
Country of Citizenship		Social Security Number	
Email Address			

Name		Title	
Physical Address			
Mailing Address			
Date of Birth		Telephone Number	
Country of Citizenship		Social Security Number	
Email Address			

FY 004496

HAMD601912

120-YY-00522



Name _____
 Title _____
 Mailing Address _____
 Date of Birth _____
 Country of Citizenship _____
 Email address _____
 Telephone Number _____
 Social Security Number _____

15. Are any of the signatories, officers, shareholders with more than 10% ownership, or their immediate family members, a current or former senior official in the executive, legislative, administrative, military or judiciary of a foreign government or a senior officer of a foreign political party, or a senior executive of any entity owned by a foreign government or do they maintain a personal or professional relationship with any such official?
 NO YES IF YES, provide further details as directed by the bank officer.

16. Scotland's standard operating documents are generally only provided after all of the account opening requirements have been fully satisfied. To assist in this process, please complete the following questions regarding the authorized signatories and signing instructions.

A. Provide the name and title of each individual who is authorized to sign on the company's account. Authorized signers are required to provide two pieces of ID in original form (or notarized copy only when authorized by a bank employee) - one (1) primary piece being a government-issued photo ID (e.g., valid passport, driver's license) and one (1) secondary piece (e.g., birth certificate, credit card, social security card, etc.).

✓ Name WALEED HAMED Title _____
 Physical Address _____
 Mailing Address SAME AS _____
 Date of Birth _____
 Country of Citizenship ABOVE Telephone Number _____
 Email address _____ Social Security Number _____

✓ Name MUHEEB HAMED Title _____
 Physical Address _____
 Mailing Address SAME AS _____
 Date of Birth _____
 Country of Citizenship ABOVE Telephone Number _____
 Email address _____ Social Security Number _____

✓ Name MUHAMMAD YOUSUF Title _____
 Physical Address _____
 Mailing Address SAME AS _____
 Date of Birth _____
 Country of Citizenship ABOVE Telephone Number _____
 Email address _____ Social Security Number _____

✓ Name FATMA YOUSUF Title _____
 Physical Address _____
 Mailing Address SAME AS _____
 Date of Birth _____
 Country of Citizenship ABOVE Telephone Number _____
 Email address _____ Social Security Number _____

✓ Name HISHAM HAMED Title _____
 Physical Address _____
 Mailing Address SAME AS _____
 Date of Birth _____
 Country of Citizenship ABOVE Telephone Number _____
 Email address _____ Social Security Number _____

FY 004497

HAMD601913



Name YUSUF YUSUF
 Physical Address ---
 Mailing Address ---
 Date of Birth ---
 Country of Citizenship ---
 E-mail address ABOVE

Telephone No. ---
 Social Security Number ---

B. Indicate the signing instructions for the above named individuals who are required to sign on the security account (e.g. any one to sign "A" to sign with either of "B" or "C", etc):
TWO SIGNATURES ARE REQUIRED (one Hamed with one Yusuf)

C. Provide name and applicable instructions to persons you authorize to access the account (i.e. authorized to obtain the account balance, receive account statements, mail, etc.) (Do not include anyone who is permitted by paragraph 15)

D. Provide details of any other existing accounts / relationships held with any financial institution.

E. If so requested, provide a banker's reference on the above named Company, prepared on the applicable Bank's letterhead, and signed by its Manager. If the Company is newly established and does not have an existing banking relationship then the reference is to be provided on the Parent Company / Beneficial Owner(s). The bank reference should comment on the quality of the banking relationship over at least two years, provide full details of the banking arrangements including the date of establishment of the account, type of account, currency of account, present balance, average balance over the previous twelve-month period, credit history, and be specifically addressed to SecurityHub, to provide meaningful support. Personal or email references, or references addressed to "Whom It May Concern" are not acceptable.

SECTION 15 - PURPOSE FOR THE ACCOUNT AND ANTICIPATED ACCOUNT ACTIVITY

1. Reason for purpose for opening account(s) with SecurityHub, (including reference source if applicable)

Detailed overview of the Company's primary business activity (e.g., *business type/industry/sectors*) and how distributed to clients, type of operations, countries in which its business activities are processed, etc. (attach brochures of services if pertinent information)
RETAILER SUPERMARKET

04/04/2014

FY 004498

HAMD601914

120-YY-00524



7. Financial year end:
 Please provide a copy of the Company's latest financial statements or Annual Report. Attached
 If the Company is a subsidiary then provide a copy of the parent company's Annual Report. Attached
 & Corporate Tree (including ownership percentages (as applicable)) in house financials are to be provided if
 Accountant-prepared statements are not available.

4. Indicate the type of each account required (e.g., Chequing Account, Certificate of Deposit, Cash Deposit) and
 services required (e.g., wire transfers, letters of credit).

3. Scotiabank is required by law to signify itself as to the source of funds for deposits (e.g., from sales, dividends, inter-
 company loans, etc). Also indicate from where, & for how long, funds for deposits are received. (Scotiabank
 reserves the right to request additional documentary evidence to support the information provided.)

6. Provide details of the anticipated activity in # 7 below. Material change (i.e., in excess of 20%) in the activity
 projected, requires that the company immediately notify the Account Manager / Relationship Officer, and if it is
 with him/her whatever supporting information may be required to support the new statistics.

7. Normal & Expected Activity:

Number of checks expected to be issued in the average month; 1-50 51-100 101-150 151+
 Total \$ value; \$ \$ \$ \$
Major Suppliers / Customers and average payments to them per month:

Largest amount of check (and its beneficiary) issued in the average month:

Large check payments at irregular intervals (e.g., Payments to primary auto parts supplier - (H Supply Ltd -
 \$25K per quarter, MZ Corporation - oil & battery supplier - \$300K semi-annually etc);

Anticipated wire payments per month; 1-5 6-9 10-15 \$ \$
 Total \$ value; \$ \$ \$ \$
Major Suppliers / Customers and average payments to them per month:

Number of anticipated deposits in the average month; 1-10 11-20 21-40
 Total \$ value; \$ \$ \$ \$



7 Name of Applicant (Print)

Composition of the above deposits: Checks Yrs
Total \$ value: \$ \$ \$ \$ \$ \$ \$
Major of them used by above person(s) by DISBURSEMENT

Letters of Credit &/or Collections Payment (i.e. for goods purchased from a Supplier),
Major Clients and Anticipated amounts

7 Will this account be used to conduct business on behalf of someone other than the named account holder (s) (Directly)? Yes/No (If "Yes" provide details and supporting documentation for further review/assessment (as advised by the Bank Officer)
(Note for Banks: If the reply is "yes" reveal personal information of the third party (identification and two letters of reference of the third party, if a non-resident).)

8 **IMPORTANT INFORMATION ABOUT UNLAWFUL INTERNET GAMBLING**

The Unlawful Internet Gambling Enforcement Act of 2006 ("UIGEA" or the "Act") and its implementing Regulation CC prohibits any person from knowingly accepting payments in connection with the purchase for or sale of another person in unlawful internet gambling.

The Act generally defines "unlawful internet gambling" as placing, receiving, or otherwise knowing or transmitting a bet or wager (as defined by the Act) by any means which involves the use, at least in part, of the Internet when such bet or wager is unlawful under any applicable Federal or State law.

I/we hereby certify the above-named business does NOT engage in an internet gambling business of any kind either legal or illegal, and will notify Scotiabank if this activity occurs.

9 I/We certify that to the best of our knowledge the information provided herein is accurate. If there are any subsequent changes to any of the information/documentation, we will notify Scotiabank by a signed letter.

9 We authorize the Bank to obtain independent verification from any public &/or internet sources with respect to the application and in accordance with anti money laundering & anti terrorist financing laws & regulations.

9 We acknowledge that this account will be open for review by Compliance Officers and Auditors (and by local government Auditors and Inspectors, subject to appropriate confidential restrictions by the bank).

9 We further confirm that all assets in the account are and will be beneficially owned by the company (or as stated in item # 8).

Disclosure of Information:

While the Bank is committed to protect the privacy and security of the information provided, it may be necessary to disclose information:

- o In response to credit enquiries from qualified legal financial institutions (with respect to the customer's application at an financial institution),
- o If the Bank in its discretion reasonably deems such disclosure necessary or advisable in the course of the customer's business,
- o Pursuant to legal process or subpoena served on the bank, and
- o If disclosure is reasonably necessary to protect the Bank's interests (the bank will usually notify the customer where permissible under the applicable legal process)



The Customer hereby consents to and authorizes such disclosure, and the Bank shall not become liable by reason of the giving of any such information or of it's being inaccurate or incomplete.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

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

Signature:
Director / Authorized Signatory

Signature:
Director / Authorized Signatory

Date: _____

For Bank Use Only:

Country of Risk _____

SIC Code _____

Assigned Risk Rating (H, M, L) _____

Reviewed by: _____
(Bank Officer)

Date: _____

Authorized by: _____
(Bank Officer)

Date: _____

HAMD601917

FY 004501

120-YY-00527

AGREEMENT RE OPERATION OF ACCOUNT

Date: 7/13, 19 90

THE UNDERSIGNED (the "Customer") for valuable consideration hereby agrees with THE BANK 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 office of the Bank and the carrying on of other banking business by the Customer with the Bank at any branch or office shall be subject to the following terms and conditions:

1. **WAIVERS:** Subject to any specific instructions given to the Bank in writing by the Customer,
 - (a) The Customer hereby waives presentment, notice of dishonour and protest of all bills of exchange, promissory notes, cheques and other instruments (each an "instrument") drawn, made, accepted or endorsed by the Customer now or hereafter delivered to the Bank for any purpose whatever, and the Customer shall be liable to the Bank in respect thereof as if presentment, notice of dishonour and protest had been duly made or given;
 - (b) If the Bank should consider it in the best interest of the Customer or the Bank that any instrument should be noted or protested because of any endorsement other than that of the Customer or for any other reason, the same may be noted or protested at the discretion of the Bank, but the Bank shall not be liable for failure or omission to note or protest any such instrument.
2. **USE OF AGENTS AND TRANSMISSION SYSTEMS:**
 - (a) The Bank may use the services of any correspondent or other entity or any funds transfer method or system as it may deem best in doing any act or thing in the course of or in connection 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:
 - (i) any act or omission of such correspondent or other entity in the performance of such services or the failure of any such funds transfer method or system due to any reason beyond the reasonable control of the Bank, or
 - (ii) the loss, destruction or delayed delivery of any instrument, security, certificate, document, instruction or signal of any kind while in transit or while in the possession or control of a person other than the Bank.
 - (c) The Bank shall not be liable to the Customer for any delay in completing or failure to complete any funds transfer instruction:
 - (i) through the use of any funds transfer method or system for any reason not within the reasonable control of the Bank, or
 - (ii) due to any chronology in handling funds transfer instructions by the Bank or any other party or system.
3. **CREDITING ACCOUNTS AND CHARGES TO ACCOUNTS:**
 - (a) The Bank may charge against any account of the Customer:
 - (i) the amount of any instrument, drawn, made, accepted or endorsed by the Customer which is payable at any branch or office of the Bank or in respect of which the Bank must reimburse a third party;
 - (ii) the amount of funds instructed by the Customer to be transferred to a third party or another account;
 - (iii) the amount of any instrument cashed or negotiated by the bank for the Customer or credited to the Customer's account for which payment is not received by the Bank;
 - (iv) the amount credited to any account of the customer pursuant to any instruction to transfer funds whether by the Customer or any third party, howsoever implemented, which is reversed in whole or in part for any reason or in respect of which settlement is not received by the Bank; and
 - (v) any other indebtedness 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 creates or increases an overdraft.
 - (b) The Customer shall be and shall remain liable to the Bank in respect of each such amount so charged and hereby promises to pay on demand any overdraft, together with interest and interest on overdraw interest thereon at the interest rate charged by the Bank from time to time for overdrafts. In any event, the Bank reserves the right to receive any instrument payable or endorsed to the Customer as a collection agent for the Customer and to debit, credit or any account of the Customer with the amount of such instrument or the amount referred to in a funds transfer instruction pending collection upon such instrument or settlement of net positions of participants in any funds transfer systems, as applicable. The Customer agrees to pay service charges at the usual rates charged by the Bank from time to time for services normally provided in connection with the operations 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 other services as the Bank may provide to the Customer from time to time and the Bank is hereby authorized to debit any of the Customer's accounts with the amount of such charges.
4. **INSTRUCTIONS AND CONFIRMATIONS:** Where the Bank is requested to act upon any instruction respecting banking business of the Customer, the Bank shall incur no liability in acting upon such instruction including, without limitation, telephoned, oral, telex, electronic or other instructions or directions which the Bank believes in good faith to have been given by the Customer or by an authorized representative or attorney of the Customer. In the event of a discrepancy between any such instruction and any written confirmation thereof, such instruction as understood by the Bank is agreed to be paramount.
5. **USE OF CHEQUES AND STOP PAYMENT INSTRUCTIONS:**
 - (a) It is understood and agreed that in the ordinary course all cheques issued by the Customer will be drawn on the branch or office of the Bank where the account is maintained and on forms satisfactory to the Bank for each type of account. The Customer expressly relieves the Bank of any and all responsibility which it may incur on account of the Bank refusing to honour any cheque or other order for payment not drawn on such branch or office of the Bank at which the Customer maintains the account, and/or any cheque or other order for payment not made on forms satisfactory to the Bank.
 - (b) The Customer further agrees to fully indemnify and save harmless the Bank against all damages, costs and expenses which the Bank may incur through refusing payment of any cheque(s) or reversing or revoking any transfer instruction for which the Customer issues or communicates a stop payment, reversal or revocation order to the Bank, and discharges the Bank from any responsibility resulting from payment of such cheque(s), or completion of any reversed or revoked instruction being made due to the Customer's failure to furnish the Bank with accurate information as to the cheque(s) to be countermanded or its instructions to be reversed or revoked provided that the Bank may treat all funds transfer instructions as final and not subject to stop payment or recall and the Customer shall not have the right to reverse, adjust or revoke any instruction after it is received by the Bank except with the consent of the Bank, such consent to be invalid if the instruction shall have already been acted upon by the Bank prior to its acting upon adjustment, reversal or revocation.
 - (c) The Bank may, in its sole discretion, refuse to honour any instruction, interest, dividend or other payment if drawn or made with respect to an account impressed with a frozen process, impeded or restricted. The Bank shall incur no liability as a consequence of such refusal.
6. **MAILING OF ACCOUNT RECORDS:** In respect of all accounts in which the Customer or any other party has an account, the Customer hereby instructs the Bank to mail a statement of account from time to time to the Customer at the address of the Customer recorded in the books of the Bank. The instruction will constitute a binding agreement between the Customer and the Bank, and the Customer agrees to receive such statements in writing as received by the Bank from the Customer or the Bank, and the Customer agrees to receive such statements received within 10 days after the end of the cycle established for their preparation, the Customer will remedy the delay not later than 5 days thereafter.

Exhibit C

AGREEMENT RE OPERATION OF ACCOUNT

Date:

July 23, 1989

THE UNDERSIGNED (the "Customer") for valuable consideration hereby agrees with THE BANK 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 office of the Bank and the carrying on of other banking business by the Customer with the Bank at any branch or office shall be subject to the following terms and conditions:

1. **WAIVERS:** Subject to any specific instructions given to the Bank in writing by the Customer,
 - (a) The Customer hereby waives presentment, notice of dishonour and protest of all bills of exchange, promissory notes, cheques and other instruments (each an "instrument") drawn, made, accepted or endorsed by the Customer now or hereafter delivered to the Bank for any purpose whatsoever, and the Customer shall be liable to the Bank in respect thereof as if presentment, notice of dishonour and protest had been duly made or given;
 - (b) If the Bank should consider it in the best interests of the Customer or the Bank that any instrument should be noted or protested because of any endorsement other than that of the Customer or for any other reason, the same may be noted or protested at the discretion of the Bank, but the Bank shall not be liable for failure or omission to note or protest any such instrument.
2. **USE OF AGENTS AND TRANSMISSION SYSTEMS:**
 - (a) The Bank may use the services of any correspondent or other entity or any funds transfer method or system as it may deem best in doing any act or thing in the course of or in connection 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:
 - (i) any act or omission of such correspondent or other entity in the performance of such services or the failure of any such funds transfer method or system due to any reason beyond the reasonable control of the Bank, or
 - (ii) the loss, destruction or delayed delivery of any instrument, security, certificate, document, instruction or signal of any kind while in transit or while in the possession or control of a person other than the Bank.
 - (c) The Bank shall not be liable to the Customer for any delay in completing or failure to complete any funds transfer instruction:
 - (i) through the use of any funds transfer method or system for any reason not within the reasonable control of the Bank, or
 - (ii) due to any chronology in handling funds transfer instructions by the Bank or any other party or system.
3. **CREDITING ACCOUNTS AND CHARGES TO ACCOUNTS:**
 - (a) The Bank may charge against any account of the Customer:
 - (i) the amount of any instrument, drawn, made, accepted or endorsed by the Customer which is payable at any branch or office of the Bank or in respect of which the Bank must reimburse a third party;
 - (ii) the amount of funds instructed by the Customer to be transferred to a third party or another account;
 - (iii) the amount of any instrument cashed or negotiated by the Bank for the Customer or credited to the Customer's account for which payment is not received by the Bank;
 - (iv) the amount credited to any account of the Customer pursuant to any instruction to transfer funds whether by the Customer or any third party, howsoever implemented, which is reversed in whole or in part for any reason or in respect of which settlement is not received by the Bank; and
 - (v) any other indebtedness 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 creates or increases an overdraft.
 - (b) The Customer shall be and shall remain liable to the Bank in respect of each such amount so charged and hereby promises to pay on demand any overdraft, together with interest and charges on overdraft interest thereon at the interest rate charged by the Bank from time to time for overdrafts. In any event, the Bank reserves the right to receive any instrument payable or endorsed to the Customer as a collection agent for the Customer and to delay crediting any account of the Customer with the amount of such instrument or the amount referred to in a funds transfer instruction pending collection upon such instrument or settlement of net positions of participants in any funds transfer systems, as applicable. The Customer agrees to pay service charges at the usual rates charged by the Bank from time to time for services normally provided in connection with the operation 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 other services as the Bank may provide to the Customer from time to time and the Bank is hereby authorized to debit any of the Customer's accounts with the amount of such charges.
4. **INSTRUCTIONS AND CONFIRMATIONS:** Where the Bank is requested to act upon any instruction respecting banking business of the Customer, the Bank shall incur no liability in acting upon such instruction including, without limitation, telephoned, oral, telex, electronic or other instructions or directions which the Bank believes in good faith to have been given by the Customer or by an authorized representative or attorney of the Customer. In the event of a discrepancy between any such instruction and any written confirmation thereof, such instruction as understood by the Bank is agreed to be paramount.
5. **USE OF CHEQUES AND STOP PAYMENT INSTRUCTIONS:**
 - (a) It is understood and agreed that in the ordinary course all cheques issued by the Customer will be drawn on the branch or office of the Bank where the account is maintained and on forms satisfactory to the Bank for each type of account. The Customer expressly releases the Bank of any and all responsibility which it may incur on account of the Bank refusing to honour any cheque or other order for payment not drawn on such branch or office of the Bank at which the Customer maintains the account, and/or any cheque or other order for payment not made on forms satisfactory to the Bank.
 - (b) The Customer further agrees to fully indemnify and save harmless the Bank against all damages, costs and expenses which the Bank may incur through refusing payment of any cheque(s) or reversing or revoking any transfer instruction for which the Customer issues or communicates a stop payment, reversal or revocation order to the Bank, and discharges the Bank from any responsibility resulting from payment of such cheque(s), or completion of any reversed or revoked instruction being made due to the Customer's failure to furnish the Bank with accurate information as to the cheque(s) to be countersigned or its instructions to be reversed or revoked provided that the Bank may treat all funds transfer instructions as final and not subject to stop payment or recall and the Customer shall not have the right to reverse, adjust or revoke any instruction after it is received by the Bank except with the consent of the Bank, such consent to be invalid if the instruction shall have already been acted upon by the Bank prior to its acting upon adjustment, reversal or revocation.
 - (c) The Bank may, in its sole discretion, refuse to honour any instruction, instrument, cheque or other order for payment if drawn or made with respect to an account impressed with a trust, expressed, implied or constructive. The Bank shall incur no liability as a consequence of such refusal.
6. **MAILING OF ACCOUNT RECORDS:** In respect of those accounts in which a statement is issued, the Customer hereby instructs the Bank to mail a statement of account from time to time to the Customer at the address of the Customer recorded in the books of the Bank. This instruction will continue in force until a contrary instruction in writing is received by the Bank from the Customer. The Customer agrees that if a statement of account is not received within 10 days after the end of the cycle established for their preparation, the Customer will notify the Bank not later than 5 days thereafter.

7. VERIFICATION OF ACCOUNT:

- (a) Upon receipt from the Bank from time to time of a statement of account of the Customer, the Customer will check the credit and debit entries in the said statement and examine all cheques and vouchers included therein;
- (b) The Customer will within thirty days of the delivery of a statement to the Customer, or if the Customer 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 errors or omissions of which the Bank has been so notified, and except as to any amounts improperly credited to the Customer's account, it shall be finally and conclusively settled in all respects save and except but in (d) below, as between the Bank and the Customer that:
 - (i) the amount of the balance shown in such statement is true and correct,
 - (ii) the said cheques and vouchers are genuine,
 - (iii) all amounts charged to the said account are properly 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 irrevocably released from all claims by the Customer in respect of any and every item in the said statement, and,
 - (vi) the Customer fully and completely acknowledges that the Customer will have no further action against or recourse to the Bank in respect of the debit entries in the said statement, and all cheques and vouchers included therein.
- (d) Nothing herein contained shall preclude the Customer from later objecting to any payments made on unauthorized or forged endorsements provided notice in writing is given to the bank forthwith after the Customer has acquired knowledge thereof.

8. 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 notification of transfer sent to the Customer by the Bank after each transfer and promptly, and in any event within twenty-four hours of receipt or deemed receipt of same, report to the bank any discrepancy or objection concerning such transfer. The Customer expressly agrees that the failure to promptly report any such discrepancies or objections shall relieve the Bank of any liability with respect to such discrepancies or objections.
- (b) Such notifications may be sent to the Customer by mail at its last known address and shall be deemed to have been received four business days subsequent to mailing, or by electronic notification to the Customer and shall be deemed received twenty-four hours subsequent to sending such notification. Any delay due to an interruption in any authorized communication service shall extend the date deemed receipt commensurately.

9. FORGERY AND UNAUTHORIZED SIGNATURES:

- (a) The Customer shall:
 - (i) maintain systems and controls sufficient to prevent and detect thefts of instruments or loss due to forgery or fraud involving instruments, and,
 - (ii) monitor the conduct of employees and agents having banking functions.
- (b) The Bank shall not be liable for any loss due to a forged or unauthorized signature, unless the customer proves that:
 - (i) the forged or unauthorized signature was made by a person who at no time was the Customer's employee or agent,
 - (ii) the loss was unavoidable despite compliance with (a) above, and
 - (iii) the loss was unavoidable despite steps to prevent forgery, unauthorized 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 person for any reduction in any account due to taxes or depreciation in the value of the funds credited to the account, or for the unavailability of such funds due to restrictions on transfer, payment or convertibility, or due to any regulations involuntary transfers, distress of any character, exercise of military or usurped power or any other cause beyond the control of the Bank. In any such event, the Customer shall have no claim, action or other recourse against the Head Office of Executive Office of the Bank, or any branch subsidiary or affiliate of the Bank other than the branch or office at which the 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 inquiries;
- (b) if the Bank in its discretion deems such disclosure necessary or desirable;
- (c) pursuant to legal process or subpoena;
- (d) if disclosure is necessary to protect the Bank's interests.

The Customer hereby consents to and authorizes any such disclosure, and the Bank shall not become liable 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 Customer with the Bank shall be governed in all respects by the law of the jurisdiction where the branch or office maintaining 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", fraud or otherwise, arising because of or in any way relating to this Agreement.

Customer acknowledges receiving a copy of This Agreement.

X _____
 Widdow
 Signature

MURIEL HARRIS OR
 WALLY HARRIS
 Name of Customer

IF THE CUSTOMER IS A CORPORATION, THE CORPORATE SEAL SHOULD BE AFFIXED.



By: _____
Title



By: _____
Title

TERMS OF OPERATION OF ACCOUNT

Date 12/27/05

THE UNDERSIGNED (the Customer) for variable consideration hereby agrees with THE BANK OF PUNJAB LIMITED (the Bank) to open a current account with the Bank in accordance with the terms and conditions set out in this document and to operate the account in accordance with the terms and conditions set out in this document.

1. THE BANK shall be subject to any specific conditions of the Bank in relation to the Customer. The Customer hereby agrees to accept the terms and conditions of all forms of exchange, promissory notes, cheques and other instruments issued on the Bank's behalf, made, issued or received by the Customer now or hereafter in the Bank for any purpose whatsoever, and the Customer shall be liable to the Bank in respect thereof in the same manner as if the same were made or given. The Bank shall remain liable to the extent of the Customer or the Bank that any instrument issued by the Bank or received by the Customer in any form shall be valid and enforceable in all courts of law and the Bank may be held liable in respect thereof in the same manner as if the same were made or given.

2. THE BANK may use the services of any correspondence or other party for any kind of financial or other service as it may deem fit in doing any act or thing in the course of or in connection with the business of the Bank, such as the collection of cheques, the payment of bills, the collection of interest, and the Bank, in using such services or funds, shall be liable to the Bank in the same manner as if the same were made or given.

3. THE BANK shall be liable to the Customer in respect of any loss or damage to any property of the Customer or any other person or entity which is in the possession or control of the Bank, or any loss or damage to any property of the Customer or any other person or entity which is in the possession or control of the Bank, or any loss or damage to any property of the Customer or any other person or entity which is in the possession or control of the Bank, or any loss or damage to any property of the Customer or any other person or entity which is in the possession or control of the Bank.

4. THE BANK shall be liable to the Customer in respect of any loss or damage to any property of the Customer or any other person or entity which is in the possession or control of the Bank, or any loss or damage to any property of the Customer or any other person or entity which is in the possession or control of the Bank, or any loss or damage to any property of the Customer or any other person or entity which is in the possession or control of the Bank, or any loss or damage to any property of the Customer or any other person or entity which is in the possession or control of the Bank.

5. THE BANK shall be liable to the Customer in respect of any loss or damage to any property of the Customer or any other person or entity which is in the possession or control of the Bank, or any loss or damage to any property of the Customer or any other person or entity which is in the possession or control of the Bank, or any loss or damage to any property of the Customer or any other person or entity which is in the possession or control of the Bank, or any loss or damage to any property of the Customer or any other person or entity which is in the possession or control of the Bank.

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7. THE BANK shall be liable to the Customer in respect of any loss or damage to any property of the Customer or any other person or entity which is in the possession or control of the Bank, or any loss or damage to any property of the Customer or any other person or entity which is in the possession or control of the Bank, or any loss or damage to any property of the Customer or any other person or entity which is in the possession or control of the Bank, or any loss or damage to any property of the Customer or any other person or entity which is in the possession or control of the Bank.

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

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

AFFIDAVIT OF BAKIR HUSSEIN

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

1. 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.
3. 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.
5. 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 Yusufs did not take in matching withdrawals.

7. As to the first dispute, Mr. Yusuf, Waleed Hamed, and Mohammed Hamed agreed that Mr. Yusuf would receive title to two properties in satisfaction of Waleed 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. Waleed 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 Waleed Hamed admit to, both Waleed 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 Waleed 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 Waleed Hamed discussed the unpaid rent on the Plaza Extra - East store that has been pending for many years. Specifically, Waleed 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, Waleed 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.

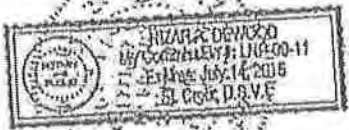
I attest that the above facts are true.

Date: 09-10-2014


Bakir Hussein

SUBSCRIBED AND SWORN TO before me
On this 10th day of Nov., 2014.


NOTARY PUBLIC



1. OFFENSE/INCIDENT Embezzlement By Fiduciaries					2. ZONE B		3. DR# 13 A-04488		
					RIA O-1		4. ARREST # N/A		
					P/S III		5. UCR #		
6. COMPLAINANT'S NAME - FIRM OR BUS. YUSUF, Maher F.				7. HOME ADDRESS #306A Judith's Fancy Judith's Fancy				8. HOME PHONE (340) 718-9328	
9. SEX M	10. D.O.B. 04/28/67	11. RACE UNKN	12. POB Jordan		13. ESN		14. OCCUPATION Director		
15. BUS. ADDRESS OR SCHOOL ATTENDING PLESSEN ENTERPRISE, INC.				16. BUS. SCH PHONE (340) 690-9396		17. LOCATION OF INCIDENT (Address) Banco Popular de PR, Sunny Isles			
18. TIME OF OCCURRENCE M 03 D 27 Y 13		DAY OF WEEK Wednesday		TIME		19. TIME REPORTED 11:30 AM		DAY OF WEEK Friday	
20. BY WHOM YUSUF, Maher F.				21. ADDRESS OF REPORTING PERSON #306A Judith's Fancy Judith's Fancy				22. PHONE # (340) 718-9328	
23. DESCRIPTION N/A	RACE	AGE	HT.	WT.	EYES	HAIR	BUILD	COMPLEXION	
24. MENTAL CONDITION	25. PHYSICAL CONDITION	26. SCARS, MARKS, DEFORMITIES	27. GLASSES (Describe)	28. LAST SEEN WHERE	29. IN COMPANY OF	30. PROBABLE DESTINATION			
31. CAUSE OF ABSENCE			32. Vehicle DESCRIBE <input type="checkbox"/> YES <input type="checkbox"/> NO			33. MISSING PERSON <input type="checkbox"/> YES <input type="checkbox"/> NO		34. IF YES, DATE/WHERE LOCATED	
35. DESCRIPTION OF ANIMAL	36. IF ANIMAL BITE, GIVE INOCULATION NO.	37. LICENSE NO.	38. DISPOSITION	39. N/A	40. RESIDENCE ADDRESS	41. RESIDENCE PHONE	42. BUSINESS PHONE		
43. <input type="checkbox"/> INJURY	44. NATURE OF INJURY AND LOCATION ON BODY	45. TRANSPORTED TO	46. TRANSPORTED BY	47. <input type="checkbox"/> RELEASED	48. PROBABLE CAUSE OF INJURY OR DEATH	49. PHYSICIAN			
STATUS OF VEHICLE. USE APPLICABLE ITEMS IN THIS SECTION FOR A. "AUTO THEFT" OR "VEHICLE REPORTS" OR OTHER TRANSPORTATION --									
50. <input type="checkbox"/> RECOVERED <input type="checkbox"/> ABANDONED <input type="checkbox"/> IMPOUNDED <input type="checkbox"/> CONFISCATED				51. POINT OF ENTRY <input type="checkbox"/> LOCKED DOOR <input type="checkbox"/> UNLOCKED DOOR <input type="checkbox"/> WINDOW <input type="checkbox"/> VENT <input type="checkbox"/> TRUNK <input type="checkbox"/> HOOD					
52. METHOD OF THEFT (Crossed wires, lock, etc)				53. KEYS IN IGNITION <input type="checkbox"/> YES <input type="checkbox"/> NO		54. DESCRIBE EVIDENCE OF STRIPPINGS, TAMPERS, DAMAGE TO AUTO			
55. COLOR		56. YEAR MAKE MODEL TYPE		57. VIN		58. YEAR STATE LIC. PLATE NO. STICKER NO.			
59. VALUE		60. TOWED BY/VAN HERE		61. Time/Date Recovered/Location					
62. N. COMPANY				63. TYPE OF PROPERTY DAMAGE		64. VALUE OF PROPERTY DAMAGE/LOSS			
65. Narcotics Type	66. Quantity	67. Pkt. Test By							

68. TYPE PREMISE WHERE OFFENSE OCCURRED

- A. Residence
- B. Non-Residence Financial Institution

69. POINT OF ENTRY

- Adjacent Premise
- Window
- Door - Sliding Glass
- Roof
- Garage
- Hallway
- Patio
- Unknown
- Other... N/A

70. PROTECTIVE DEVICE

- Dog
- Alarm
- Professional Security Patrol
- Normal Locking Devices
- Lighting Device
- T.V. Camera
- None
- Other... None

70. LOCATION OF ENTRY

N	S	E	W	Unk

71. PROPERTY TYPE

- Currency
- Jewelry
- Clothing
- Office Equipment
- Television, Radios, Cameras, Etc.
- Firearms
- Household Goods
- Other... Currency

75. EVIDENCE

- Lat Prints
- Bloodstains
- Toolmarks
- Fingerprints
- Footprints
- Unknown
- Other... Check

70. METHOD USED

- Break Window / Door Glass
- Jimmy Door / Window
- Burned
- Punched
- Removed
- Cutting / Slabbing
- Strong Arm
- Striking / Lifting
- Verbal Threat
- Shooting
- Other... Removed

70. GUN FEATURES

- 01. Automatic
- 02. Revolver
- 03. Double Barrel
- 04. Single Barrel
- 05. Long Barrel
- 06. Short Barrel
- 07. Sawed Barrel
- 08. Bolt Action
- 09. Altered Grip
- 10. Chrome Grip
- 11. Blue
- 12. Small Caliber
- 13. Large Caliber
- Other...

71. WEAPON

- Hands / Feet
- Pocket Knife
- Machete
- Handgun
- Shotgun
- Rifle
- Rock
- Bow
- Other...

N/A

Brand Name / Caliber

70. DOCUMENT

Scrivener's Check No. 0076...
Account No. 5212 Amount...
\$450,000.00, Date: 02/11/13...

72. REPORTING OFFICER NAME & BADGE NO

M. Correia, SGT. #3070

V.I. POLICE RECORDS BUREAU

SEARCHED INDEXED SERIALIZED FILED
MAY 15 2013
RECORDING OFFICER RECEIVING FOLLOWUP
 YES NO

73. APPROVING OFFICER PRINT & SIGNATURE

M. Correia, SGT. #3070 *[Signature]*

74. REVIEWER'S SIGNATURE & TITLE



80 DESCRIPTION OF THE SUSPECT(S)

Arrested 1 2 3 4

100 SOLVABILITY FACTORS

- (1) Waleed Hamed, #7 South Gate, C'sted, DOB=22JAN62, POB=Jordan
Name, Address, Phone No.
- (2) Muffed Hamed, #66 Eliza's Retreat, C'sted, DOB=01OCT71, POB=Kuwait.
Name, Address, Phone No.
- (3) _____
Name, Address, Phone No.
- (4) _____
Name, Address, Phone No.

- | | | | |
|-------------------------------------|--------------------------|--------------------------|--|
| Yes | No | Unk | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 01. Can suspect vehicle be identified? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 02. Is stolen property traceable? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 03. Was physical evidence collected? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 04. Is specific I.M.O. present? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 05. Is victim willing to prosecute? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 06. Was an arrest made? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 07. Can suspect be named? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 08. Can suspect be identified? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 09. Can suspect be described? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 10. Can suspect be located? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 11. Is suspect related to victim? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 12. Was there a witness? |

<p>87. SEX</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 01. Male</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 02. Female</p> <p>88. RACE</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 01. White</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 02. Black</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 03. Asian</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 04. Oriental</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 05. Hispanic</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 06. Unknown</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 07. Other</p> <p>89. AGE</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 01. Under 18</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 02. 18-25</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 03. 26-35</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 04. 36-50</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 05. Over 50</p> <p>90. BUILD</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 01. Short</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 02. Medium</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 03. Muscular</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 04. Large</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 05. Slim</p> <p>91. CLOTHING</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 01. Hat</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 02. Coat</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 03. Shirt/Blouse</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 04. Trousers, Skirt</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 05. Shoes</p>	<p>92. HEIGHT</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 01. Over 6'3"</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 02. 6'0" - 6'3"</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 03. 5'8" - 6'0"</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 04. 5'6" - 5'9"</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 05. 5'3" - 5'6"</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 06. 5'0" - 5'3"</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 07. Under 5'0"</p> <p>93. EYES (Color)</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 01. Black</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 02. Blue</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 03. Brown</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 04. Gray</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 05. Green</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 06. Hazel</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 07. Maroon</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 08. Pink</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 09. Unknown</p> <p>94. FACIAL HAIR</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 01. Mustache</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 02. Beard</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 03. Sideburns</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 04. Heavy Eyebrows</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 05. Clean Shaven</p>	<p>95. HAIR</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 01. Bald Head</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 02. Black</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 03. Blonde or Strawberry</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 04. Brown</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 05. Gray or Partial Gray</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 06. Red or Auburn</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 07. Sandy</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 08. White</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 09. Locks</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 10. Unknown</p> <p>96. HAIR STYLE</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 01. Afro</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 02. Long, Straight</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 03. Long, Curly</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 04. Short, Straight</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 05. Short, Curly</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 06. Receding</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 07. Toupees</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 08. Wig</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 09. Bald w/fringe</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 10. Locks</p> <p>97. VOCAL IDENTITY</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 01. Foreign</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 02. Southern</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 03. Fast clipped</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 04. West Indian</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 05. Slurred</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 06. Slurs</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 07. Deep Pitch</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 08. High Pitch</p>	<p>98. SUSPECT BEHAVIOR</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 01. Threat of Bodily Harm</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 02. Threat of Property Loss</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 03. Tied or Locked up Victim</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 04. Did Considerable Talking</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 05. Did Utter or No Talking</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 06. Acted Nervous or Excited</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 07. Acted Calm or Deliberate</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 08. Disguised or Masked</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 09. Used Lubricant</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 10. Mysterious Destination</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 11. Used Tools Found at Scene</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 12. Also Drank on Premises</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 13. Deceased</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 14. Panicked</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 15. Unusual Odor</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 16. Other Threat of Property Loss</p> <p>99. MODUS OPERANDI OF SUSPECT</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 01. Bound Comp/Victim</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 02. Used Note</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 03. Prostitution Involved</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 04. Used Lookout</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 05. Apologetic</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 06. Made Gestures</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 07. Sex Acts Involved</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 08. Used Stolen Vehicle</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 09. Shots Fired</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 10. Used Comp/Victim Name</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 11. Used Other Follower Name</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 12. Other Fraud</p>	<p>101. RECOMMENDED ACTION UNDER SOLVABILITY FACTORS</p> <p>Follow Up By:</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 01. Investigation</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 02. Juvenile</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 03. I.A.U.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 04. I.I.U.</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 05. Traffic</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 06. Patrol</p> <p>Outside Agency</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 07. F.B.I.</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 08. Postal Inspector</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 09. Mental Health</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 10. Coast Guard</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 11. Narcotics</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 12. Social Welfare</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 13. Other _____</p> <p>102. CASE STATUS</p> <p><input type="checkbox"/> 01. Unfounded</p> <p><input type="checkbox"/> 02. Closed/Arrest</p> <p><input type="checkbox"/> 03. Exception/Cleared</p> <p><input type="checkbox"/> 04. Suspended</p> <p><input checked="" type="checkbox"/> 05. Open</p> <p><input type="checkbox"/> 06. Closed</p> <p>103. DISPATCH TIME</p> <p>ARRIVAL TIME 11:00</p> <p>DEPARTURE TIME 13:50</p>
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104. CODE: V - Victim O - Owner P - Parent/Guardian R - Reporting Person CP - Child Present W - Witness

NAME(S)	CODE	RESIDENCE ADDRESS	RES. PHONE	EMERGENCY PHONE
Waher F. Yusuf	R	#306A Judth's Fancy	(340) 718-9328	(340) 690-9306
Fathi Yusuf	O	#92 A&B La Grande Princess		
Yusuf Yusuf	W	#92 CD La Grande Princess		

105. NARRATIVE:

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 Scotiabank 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.)

"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 families 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.


M. Corneiro, SGT. #3070

V.I.P.D. RECORDS BUREAU

MAY 21 2013



VIRGIN ISLANDS POLICE DEPARTMENT
INSULAR INVESTIGATION BUREAU

PAGE 1 OF 3
CR# 13A04488

STATEMENT - COVER SHEET

DATE: 17 MAY 13 TIME: 1130 PLACE: INSULAR INVESTIGATION
 FULL NAME: MAHER YUSUF D.O.B.: 4/29/67 P.O.B. SORHAW
 HOME ADDRESS: 306A SUBITH'S ENCL. PHONE: (340) 718-9328
 MAILING ADDRESS: PO BOX 908 C'STED 00821 S.S.#:
 EMPLOYMENT: DIRECTOR OF PRESSED ENTERPRISES, INC. PHONE: (340) 690-9396
 RECORDED BY: SGT. MARK A. CORNEIRO SUBJECT: EMBEZZLEMENT BY
 STATEMENT NARRATIVE FIDUCIARIES

THIS IS AN INTERVIEW IN REFERENCE TO SCOTIABANK ACCOUNT NO. 45012, CHECK NO. 0376, BELONGING TO PRESSED ENTERPRISES, INC., MADE PAYABLE TO WALEED HAMED, IN THE AMOUNT OF \$460,000.00, DATED 3/27/13 AND SIGNED BY WALEED HAMED AND MUFFEED HAMED. THIS STATEMENT IS GIVEN BY MR. MAHER YUSUF AND RECORDED BY SGT. MARK A. CORNEIRO.

Q) CAN YOU TELL ME WHAT OCCURRED?

A) MY BROTHER, YUSUF YUSUF PAID PROPERTY TAX FOR PRESSED ENTERPRISE, INC WITH HIS CREDIT CARD. HE WAS GOING TO REIMBURSE HIS CREDIT CARD WITH FUNDS FROM PRESSED ENTERPRISE, INC. HE USED A CHECK FROM THE COMPANY WHEN THE BANK CALLED AND NOTIFIED MY FATHER, FATHI YUSUF THAT THERE WAS INSUFFICIENT FUNDS IN THE ACCOUNT TO COVER THE CHECK. WE INQUIRED WHY, BECAUSE WE THOUGHT IT SHOULD HAVE ENOUGH TO COVER THE CHECK IN THE ACCOUNT. THE BANK REPRESENTATIVE TOLD US SOMEONE WITHDREW \$460,000.00 FROM THE ACCOUNT AND THAT WE NEEDED TO BRING

SIGNATURE: [Signature] WITNESS: [Signature] SGT

INVESTIGATION BUI AJ

STATEMENT - CONTINUATION SHEET

CR# 13A04488 PAGE 2 OF 3

ANS) MONEY TO COVER THE CHECK, SO THAT IT WOULD NOT BE RETURNED. WE BROUGHT MONEY FROM ANOTHER COMPANY AND DEPOSITED IN THE ACCOUNT, SO THAT THE CHECK COULD CLEAR. WE GOT COPY OF THE BACK AND FRONT OF THE CHECK AND NOTICED THE CHECK WAS SIGNED BY WALEED HAMED AND MUSTEES HAMED. THE CHECK WAS DEPOSITED IN WALEED HAMED PERSONNEL ACCOUNT.

Q) WHO IS IN THE BOARD FOR PRESSED ENTERPRISE INC.

ANS) MOHAMMED HAMED, PRESIDENT, WALEED HAMED - VICE-PRESIDENT, FATH YUSOF = SECRETARY / TREASURER AND I AM DIRECTOR

Q) HOW MANY SIGNATURES ARE REQUIRED TO SIGN THE CHECK?

ANS) TWO SIGNATURES

Q) WHO IS AUTHORIZED TO SIGN THE CHECKS?

ANS) INITIALLY WHEN ONE SIGNATURE WAS REQUIRED, WHICH WERE MYSELF, MY FATHER AND WALEED HAMED. HOWEVER, IT HAS BEEN UPDATED AND I DO NOT RECALL WHO IS AUTHORIZED. WE HAD A VERBAL AGREEMENT THAT ONE PERSON FROM THE HAMED AND ONE PERSON FROM THE YUSOF WOULD SIGN THE CHECK.

Q) THE FUNDS THAT WERE IN THE PRESSED ENTERPRISE, INC. ACCOUNT HAD ANY SPECIFIC PURPOSE?

ANS) THE FUNDS WERE STRICTLY TO COVER EXPENSE

SIGNATURE: *[Signature]*

WITNESS: *[Signature]*, SGT.

INSULAR INVESTIGATION BUREAU

STATEMENT - CLOSING SHEET

CR# 13A04488 PAGE 3 OF 3

ANS.) FROM THE COMPANY.

Q.) DID WALEED HAMED OR ANY MEMBER OF THE HAMED FAMILY INFORMED YOU OR ANY MEMBER OF THE YUSUF FAMILY THAT THEY WERE GOING TO REMOVE \$460,000 FROM THE ACCOUNT?

ANS.) NO

Q.) HOW MUCH SHARES IN THE COMPANY BOTH FAMILIES HAVE?

ANS.) 50% EACH

Q.) WAS ANY MINUTES RECORDED OF THE PURPOSE OF THE WITHDRAWAL OF THE \$460,000?

ANS.) NO

Q.) DID WALEED HAMED HAD AUTHORIZATION TO WITHDRAW THE MONEY?

ANS.) NO

Q.) CAN YOU POSITIVELY IDENTIFY WALEED HAMED?

ANS.) YES

Q.) DO YOU WANT TO ADD ANYTHING ELSE?

ANS.) WE NEVER DISTRIBUTE FUNDS FROM THAT COMPANY.

TIME ENDS: 1347 DATE: 17 MAY 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 KNOWLEDGE.

SIGNATURE: [Signature] DATE: 5/17/13 WITNESS: [Signature]

URGENT 12/15/12



DEPARTMENT OF JUSTICE
OFFICE OF THE ATTORNEY GENERAL

14000000000000000000000000000000
00000000000000000000000000000000
ST. THOMAS, U.S. VIRGIN ISLANDS 00802
(340) 774-0000 FAX: (340) 774-4455

46040 1257410 (141712) (141712)
00000000000000000000000000000000
CHRISTIANSTED, ST. CROIX, VI 00820
(340) 773-0280 FAX: (340) 773-1426

SUBPOENA - DUCES TECUM

THE PEOPLE OF THE VIRGIN ISLANDS

TO: Derrick 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 criminal investigation, by the People of the Virgin Islands.

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

- ✓ 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.
- ✓ 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


BY:



ESTHER R. WALTERS
ASSISTANT ATTORNEY GENERAL
V.I. DEPARTMENT OF JUSTICE
6040 CASTLE COAKLEY,
CHRISTIANSTED, ST. CROIX
U.S. VIRGIN ISLANDS 00820-4375

RETURN OF SERVICE

I HEREBY CERTIFY that I received the SUBPOENA - DUCES TECUM attached hereto on the 20TH day of May, 2013, and that thereafter on the 21ST day of May, 2013, I served the same on L.B. Plessen by showing him/her this original and then by delivering to him/her a copy.



Officer's Signature

120-YY-00544

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
v.)	
FATHI YUSUF AND UNITED CORPORATION	)	ACTION FOR DAMAGES
	)	INJUNCTIVE AND
Defendant.	)	DECLARATORY RELIEF
	)	JURY TRIAL DEMANDED

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. Croix and am personally knowledgeable about each fact set forth in this affidavit.
2. I am also known by most people as Wally Hamed.
3. 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.



120-YY-00545

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 Acct:	04xxxxxxxxxx	Bank of Nova Scotia (BNS)
Payroll Acct:	04xxxxxxxxxx	Bank of Nova Scotia (BNS)
Telecheck Acct:	04xxxxxxxx	Bank of Nova Scotia (BNS)
Credit Card Acct:	1xxxxxxxx	Banco Popular

St. Croix Plaza Extra - WEST

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

St. Croix Plaza Extra - EAST

Operating Acct:	19xxxxxx	Banco Popular
Credit Card Acct:	19xxxxxx	Banco Popular
Telecheck Acct:	58xxxxxxxxxx	Bank of Nova Scotia (BNS)

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

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 Partners 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 Ston 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 untrue;
 - 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 aimed 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) Unilaterally cancelling orders placed with vendors and not ordering new inventory for the three Plaza supermarkets;

- 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, Fathi 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, Fathi 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.

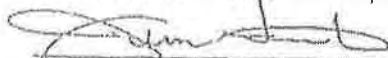
23. The Hamed family has operated this partnership for over 25 years and wants to continue these businesses into the future for its current family members.

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

v.

FATHI YUSUF, and UNITED CORPORATON,

Defendants,

CIVIL NO. SX-12-CV-370

ACTION FOR DAMAGES;
PRELIMINARY AND PERMANENT
INJUNCTION; DECLARATORY
RELIEF

JURY TRIAL DEMANDED

ORDER

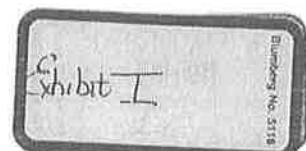
The Court having issued its Memorandum Opinion of this date, it is hereby

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




120-YY-00550

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:

VENETIA H. VELASQUEZ
Clerk of the Court

By: 
Chief Deputy Clerk

4/25/13

IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS

DIVISION OF ST. CROIX

PEOPLE OF THE VIRGIN ISLANDS,	)	CRIMINAL NO. SX-15-CR-352
	)	SX-15-CR-353
Plaintiff,	)	CHARGE(s):
)	
vs.	)	EMBEZZLEMENT BY
	)	FIDUCIARIES/PRINCIPALS
	)	14 V.I.C. §1091 & 1094(a)(2)& 11(a)
WALEED HAMED,	)	GRAND LARCENY
MUFEED HAMED,	)	14 V.I.C. §1083(1) & 11(a)
)	
Defendants.)	

TO: JEFFREY MOORHEAD	GORDON RHEA
1132 (48) KING STREET STE. 3	PO BOX 307607
Christiansted, St. Croix	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) Scotiabank 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

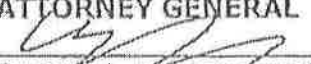
Exhibit J

of Discovery. Demand is hereby made that the aforementioned 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 becomes available.

DATED: 04/01/16

Respectfully submitted,
CLAUDE WALKER
ATTORNEY GENERAL
BY 
KIPPY G. ROBERSON
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.**


Kippy 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:

<u>Name of Attorney</u>	<u>Type of Service</u>	<u>Dated Emailed</u>
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, FAWZIA YUSUF,)
NEJEH YUSUF, and ZAYED YUSUF, in their)
individual capacities and derivatively on behalf of)
PLESSEN ENTERPRISES, INC.,)

Plaintiffs,)

vs.)

MOHAMMAD HAMED, WALEED HAMED,)
WAHEED HAMED, MUFEED HAMED,)
HISHAM HAMED, FIVE-H HOLDINGS, INC., and)
KAC357, INC.,)

Defendants,)

-and-)

PLESSEN ENTERPRISES, INC.,)

Nominal Defendant.)

CASE NO. SX-13-CV-120

ACTION FOR DAMAGES,
DECLARATORY AND
INJUNCTIVE RELIEF

JURY TRIAL DEMANDED

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.

DATED: June 5th, 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

DUDLEY, TOPPER
AND FEUERZEIG, LLP

1000 Frederiksberg Gade
P.O. Box 756

St. Thomas, U.S. V.I. 00804-0756

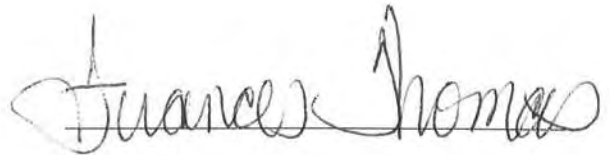
(340) 774-4422

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 MUFEEED 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



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**DUDLEY, TOPPER
AND FEUERZEIG, LLP**

1000 Frederiksberg Gade

P.O. Box 756

St. Thomas, U.S. V.I. 00804-0756

(340) 774-4422