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

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

PLAINTIFF YUSUF YUSUF'S RESPONSES TO DEFENDANT MUFEED HAMED'S THIRD SET OF REQUEST FOR PRODUCTION OF DOCUMENTS

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

GENERAL OBJECTIONS

Yusuf Yusuf makes the following general objections to the Third Set of Production of Documents. These general objections apply to all or so many of the Request for Production of Documents that, for convenience, they are set forth herein and are not necessarily repeated after each objectionable Requests for Production of Documents. The assertion of the same, similar, or additional objections in the individual responses to the Request for Production of Documents, or Yusuf Yusuf, et al. (v. Mohammad Hamed, et al.) Case No. SX-13-CV-120 Plaintiff Yusuf Yusuf's Response to Defendant Mufeed Hamed's Third Set of Request for Production of Documents Page 2 of 7

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 Production of Documents 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 Request 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 Request 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 Request 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.

Yusuf Yusuf, et al. (v. Mohammad Hamed, et al.) Case No. SX-13-CV-120 Plaintiff Yusuf Yusuf's Response to Defendant Mufeed Hamed's Third Set of Request for Production of Documents Page 3 of 7

(5) Yusuf Yusuf objects to the Request 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 Request 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 Request are made without prejudice to 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 Request will be supplemented to the extent that supplementation may be required by the Federal Rules of Civil Procedure.

(8) Yusuf Yusuf objects to the Request to the extent that when all of the subparts are included they are in excess of the number permitted by Rule 33. Yusuf Yusuf, et al. (v. Mohammad Hamed, et al.) Case No. SX-13-CV-120 Plaintiff Yusuf Yusuf's Response to Defendant Mufeed Hamed's Third Set of Request for Production of Documents Page 4 of 7

RESPONSES TO THIRD SET OF REQUEST

1. With regard to INTERROGATORY NO. 12 please produce all documents that are responsive: 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 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 objection and without waiving any objections, Yusuf shows that he has produced a Chart attached to the Interrogatory Responses which sets forth each document and compares each page with specific references to bates numbers as his response to this request.

2. With regard to INTERROGATORY NO. 12 please produce all documents that are responsive: 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 draft signature card 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 objection and without waiving any objections, Yusuf shows that he has produced a Chart attached to the Interrogatory Responses which sets Yusuf Yusuf, et al. (v. Mohammad Hamed, et al.) Case No. SX-13-CV-120 Plaintiff Yusuf Yusuf's Response to Defendant Mufeed Hamed's Third Set of Request for Production of Documents Page 5 of 7

forth each document and compares each page with specific references to bates numbers as his response to this request.

3. With regard to INTERROGATORY NO. 12 please produce all documents that are responsive: Each document and every distinct (different) version of each document in your possession or that you know of that is or purports to be an information gathering document for any Plessen account at Bank of Nova Scotia from 1998 to the present which bears the original 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 objection and without waiving any objections, Yusuf shows that he has produced a Chart attached to the Interrogatory Responses which sets forth each document and compares each page with specific references to bates numbers as his response to this request.

4. With regard to INTERROGATORY NO. 12 please produce all documents that are responsive: Each document and every distinct (different) version of each document in your possession or that you know of that is or purports to be 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 objection and without waiving any objections, Yusuf shows that he has produced a Chart attached to the Interrogatory Responses which sets Yusuf Yusuf, et al. (v. Mohammad Hamed, et al.) Case No. SX-13-CV-120 Plaintiff Yusuf Yusuf's Response to Defendant Mufeed Hamed's Third Set of Request for Production of Documents Page 6 of 7

forth each document and compares each page with specific references to bates numbers as his response to this request.

5. With regard to INTERROGATORY NO. 13 please produce all documents that are responsive: 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 objection and without waiving any objections, Yusuf shows that he has produced a Chart attached to the Interrogatory Responses which sets forth each document and compares each page with specific references to bates numbers as his response to this request. Further responding, Yusuf produces Bates No. 120-YY-00513-553 as documents provided by Bank of Nova Scotia in another related and pending matter involving the same parties which relates to the issues in this case.

DATED:

June 5, 2017

DUDLEY, TOPPER AND FEUERZEIG, LLP By: (

CHARLOTTE K. PERRELL (V.I. Bar #1281) Law House 1000 Frederiksberg Gade - P.O. Box 756 St. Thomas, VI 00804-0756 Telephone: (340) 715-4422 Facsimile: (340) 715-4400 E-Mail: <u>cperrell@dtflaw.com</u>

Attorneys for Plaintiffs

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

CERTIFICATE OF SERVICE

It is hereby certified that on this _____ day of June, 2017, I caused a true and exact copy of the foregoing "PLAINTIFF YUSUF YUSUF'S RESPONSES TO DEFENDANT MUFEED HAMED'S THIRD SET OF 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: <u>meckard@hammneckard.com</u> 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

Vel

R:\DOCS\6254\4\DRFTPLDG\17A9116.DOCX

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	Н. 120-ҮҮ-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.
 When Received: Produced on or about May 15, 2014 in the 370 Case, pursuant to supplemental Rule 26 disclosure. 	 4. This was produced by BNS as Exhibit B to its March 6, 2017 Motion to Dismiss and Motion to Strike in the Hamed v. BNS et al, Civil Action File No. SX-16-CV-429. (Yusuf Yusuf is bates stamping and producing these documents as responsive to the Third Production of Documents, June 5, 2017) 	4. When Received: Re-produced in this case after having been produced on or about May 15, 2014 in the 370 Case, pursuant to supplemental Rule 26 disclosure.	 When Received: On or about March 30, 2016, See Interrogatory Responses 3 and 8 and February 27, 2017 Letter supplementing these responses. 	 4. This was produced by BNS as Exhibit A to its March 6, 2017 Motion to Dismiss and Motion to Strike in the Hamed v. BNS et al, Civil Action File No. SX-16-CV-429. (Yusuf Yusuf is bates stamping and producing these documents as responsive to the Third Production of Documents, June 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"
	 Also bears Bates No. FY004502 	3. Also bears Bates No. PEOP100673	3. Also bears Bates No. HAMD631672-73
 When Received: Produced on or about May 15, 2014 in the 370 Case, pursuant to supplemental Rule 26 disclosure. 	4. When Received: Re-produced in this case after having been produced on or about May 15, 2014 in the 370 Case, pursuant to supplemental Rule 26 disclosure.	4. When Received: This particular copy was part of Hamed's Interrogatories which bears the bates numbers PEOP100673. It was received as part of the discovery from Hamed as Exhibit 2. However, it appears to be the same as the comparisons of Version 1 in this chart. Yusuf re-bates stamped it in this case and reproduced it.	4. When Received: This particular copy was part of Hamed's Interrogatories as Exhibit 2. However, it appears to be the same as the comparisons of Version 1 in this chart but is simply divided into two pages. Yusuf re-bates stamped it in this case and re-produced it.

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	
 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."	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.

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

Information Gathering Form - Account for a Private Corporate Entity

NOTE THE PHONIN ALL DUTIES RECEIVED TO AN AUTOR & DOCUMENT OF A DUTY OF ALL OF ALL OF A DESCRIPTION AUTOR A

STATIONAL DELAUSOF THE COMPASA

Press & Guides Bress Incr: $1 = |\mu^B|$) is fail with the equilibrium of the could give -) and ing Name (so the applicable of - 1, 45 - Ladare, - of the confensy WARE - OF THE COMPANY She year of the file of the second She year of the second of the $\begin{array}{c} \text{Mathing address on theory of the } \\ P_{223}, D_{23}\mathcal{A}_{2} & \text{Stars} \mathcal{I} \otimes \mathcal{I} \\ \hline & & \\$ Firstmills manbers (2) (2) Some " 5 7 - 1. releptione namine (201) 175 Teach Frank Weining (201) 1. mail address Weining (201) Pau fine 5 summer of coupling eer. Full time - \$\$ Supported yours in businesses 21 4. Swinber of years at above address. 76 ş Nº 1º สามารระหรือเดือสุดอาสารที่สามารถ 2 41 Por Sux 112 vidness of the Company ', Registered Office, Side Cours in mar 8 1.1 Lapphone conflict 1979 177 2 20 and to costally matter 1975 1975 1000 y Name address, in or minney company contact in robus, yuse t Mass This Park well Ble date STITLERS VIE AN ROLL (stephone manber 1340) 77 Forsteres Facsinille number (2000 1 795 257 6 5 F mail ad hear Name is of address of the company's primary backer. Startin BATK Reid -Soline of Account 5 landger Lacounte nombre i 4 I glophone number (_____ -10. Name and address of the Gave Firm that represents the company (if applicable), - haw affines of anoral - suscenteral YER M.

Belas il . La simila number 1.

11 None and address of the company's Accounted (Copplicable),

facture annual to the Leiephone angiber 1



as a public or certified true copies (if originals cannot be provided) as the following copy (and copy a

recolfications for incorporation. Registration;

- Octoorands an anal Activities of Incorporation 7. Association & Dy ().
- Source of Address or Source of Change of Address of Registered Office.
- Notice of Discenses Alumigers or Motice of Uninge of Directors Manager, Notice of Appennent of Sceretary and or Rolice of Change of Secretary,
 - Register of Members ' Shareholders, including the foll nome and address of each beneficial cover
 - hearing 25" and on real the Company's dates:
- Trade Business Deemes and Registration anonimentation
- Required for Poone's energy of a non-destruction

Certificate of thost Standing, m

Any other doctions matter requests a by the Account Officer

Some Wherever documents require redevaled copy of the "upthied" document is to be provided in Scaladante opon each concount? re-registeration process.

13 If now of the "offercing is north a <u>consume configuration of the interval</u> to the interval of the configuration regarding the collowing computed for we information regarding the collowing and the rest with the rest of the configuration.

Authorized signmony;

Carston Carton as

Lensel asterists

- Beneficial owner holding 25% or more of the Company's shore?
- Any person with policipal cannol over the Company's assets, and
 - Aux perion acting under a mover of attorney or any other legal document

14. Please provate personal information for each officer, directors and shorehelder with more than 25^{0} a mass u_{1} of THE COMPACE)

August - States of	Fills and a for a forman ar
home Forth Thereset produces the product of the	and and a second and
County of the Renality (2,224)	Telephone Samular シア語 一方式 とら Sustail Scientify Samular 一方での点子 フロース。
Amile of the transmost through the	Title Beneric Barra
Madine Address (; P. C.B. Material	-states and
Constitute Str.	Savid Scently Somber 200 200 200
Since Walkers & Harris & Barrish	The Disconfragence
equalical solutions G H Char Lan- Grand	1 sticiante
Ching Annual Chinashi Date of Rinh Thang of Chinashi Fuall of Chinashi	Pelephone Number 2775 202 1995
1 12	The
Physical Address	

Extension & Franker Sosial Security Number

tials (SIME physical Acaress Chilling Address depoints touts Date of thirds make Tommer 1 and the 1 Chantes of Childensh'P 15 Are any of the signatories attlift, r., Altacholders with more than Means with refign, or their instructions handy members, a vie-my of the requirements, and emotion who more than second out, and the more the more the control of a foreign university is, normer senior officiary in the executive, reprintive, automaticative, fundative or junicity result to a receipter guveninger of a some onger at a integrit cente d Party, or a conto exectinge of any contry or guveninger of the may manuality personal or protessitional relationship with one of an b official (NO)775 (0781 Scorosble forther stendis, is also real to the test of the 16 Scallabaut's standed operator documents are neucrally only provided after all of the recent a opening required care with the second of the second meaning meaning on participation and the second participation to the second of the second s signal uses and signing insta change x. Provide the range and the offsten individual who is nutroused as sign of the comprise's account. Suchord co records the many end one in case university who is an normal as a parent mest only the states are contracted in alguer, are is a mostly by provide two precises of 10 in original forms or maniferent conversity when an analyzed by a hand, supply sear search primery piece being a generation of the plant (D) was raffit passion, drivery homerfundancerbaceraidany plear to g, burth courders a radio and would second our out on the Name Factor (Labor) Physical defrees Name Udires Date of Birth Campus of Chiceston (Labor) p.X. However to Telephone Samber 775 - 529 4 Social Security Junior 586 07 10-13 Cannuty of Chicenston, ..., u.t. A. Sallie Majoh I. Those I alle march is anti-Physical Address Role 55 515 - Brack prodit glassical Stranger and Sales Malling Address Role 55 515 - Stranger and 199 Date at Million 4719111176 - Adams Bandes and Stad 6. Sugar Security Similar Street 25 38 9 Country of CillAnability and planning of CillAnability of planning planning of the planning of All to save in all the save of a start of the Wash and three and protection of the second pr tuste prost of the Manne physical vehices Sochy Security Symbols 326 16 50 66 Mailing Address Dute of Binh Country of tillzenship On B. E. Char, Con-Madae Haysland Johns. Mailing Address Date of Birth Country of Chizenship 38.05 Crimari entrissiste Naine Physical Address Stalling Address felephone Sondier Date of fillith Sector Security Notabler Country of Citracoship Famil address

CONTRACTOR OF THE PARTY OF THE	
LEBTE MARKAGE ST. C. F. MARKEN	Title
Solid	
Physical Address Nulling Address	and the line in the second second second
true of Dittly	Letaphone Souther
County of Carsonship	Sound Scentify Number 1997
Limail address	the transferration and a united to step on the company's
H Indicate the signing instructions for the above min account (e.g., noy one to sign; "A" to sign with si	ted individuals when are required to sign on the company's her of with or is is, etch
وزينيه سيحسنهني فيبيا	1 Y ·
	() ()
and the second	sous out multionzed in sign on the associate ball author/Jed to rense multi-see. 11) doe multius are than required as per turn of 14
4 Provide names and applieable to application states	Sours and Andratzed in sign an its meaning of activity states a 14
when the avenue on a contract of the contract	
ال ال ال	× - 4.40
privide details of any father stating accounts / CS 5	etainaship uch with any saanahank Group.
	-
Icturbated and signed by its strategy by worded en die P relationship them the reference systems provided en die P compart on the quality of the tranking adminiship over hielinding the date of establic honent of the association by the recentlice previous average month period errollic history, an menological append, the sample or consilereferences, or the acceptable	in least two years a product pair which we say helpings, average for any of the month currence of acc, our par soin helpings, average for any of the specifically addressed to Seathabarah, as provide for each standard to a whom it what Cornesco statists for each statistical statistical statistical statistics (see a second statistics)
SECTION & PURPHNICHORAUCHTSTAC	ALASTIC DEST ED ACTOL ST ACTIVED
SECTIONA PURPISI, FUR THE ACCERT	2
	the second structure referral course of quality dema-
1. Reason dear porpose for conditing a condition of tables References	illi Sioriabank, finchaling referrationase (capità alem 1994 (1992) - and Capita Sisser and an
22. X . 7. 201 - 1100	
1.67	and the second
 Detailed to create of the Company's primary to 	isiness activity to get britanic of products — of these priorited fund for des in which to which insurve three are processed, are some of 6
distributed to a flows) - by two operations contain proclames of ocacles with position interviewing proclames of ocacles with position of a second	I and loved the property.
School JEL	I Desire a second de la construcción de la construc
204000 g . J221	

•

1992 3-11

이 나는 것

Please provide a copy of the Company - infest funneis' statements or Anni il Renot. Industry [If the Company is a subsidiary then provide a copy to the parent company's Annual Report, & Corporate Tree detailing owner-hip particuliars (as applicable), indicuse franceial curs to be provided of Accounting prepared sistements are not available. Indiane the type of cool accumst required to g. Cherkan, Segund Cartfornie of Depastr, Call Depasticiant services required to go wire puristery letters of redat 1 Southlast, is required by lass to savery in effort othe supree of funds for deposite (e.g., from and/s, dividends) inter-company losses (i.e., Man indicate in the where, where from where funds for deposite received the unintent, reserves the right to request additional economic evidence insoupport the unipreation provided). Lesson of Perpart J 5 Ł Provide details of the indeputed activity in #7 balots. Material change the lin excess of 20% (in the activity in agreed) requires that the company momentately multiplies Account Manager (Relationship Officer and discuss and an activity in a second secon A with him her whenever supporting information may be regulited to apport the new waits the Normal & Experied Activities
 Struber of circles expected to be its and in the average month, *A* US0 Strutt (0)(-120 (5))
 Struber of circles expected to be its and in the average month, *A* US0 Strutt (0)(-120 (5))
 Strutt Strutter (0) Stru marily restance. Largest annual of check (and its beneficibry) insted in the average model: U. arge check payments as irregular intervals (e.g., Payment to journers and paras supplier - (BC Suppliers 11). Sixw per quarter, NY Corporation - orf & heateries supplier - Serv semi-manually, etc. υ ا مصموم زیر Addictional type payments per manific plane to 5 3 4 10-13 Tutal 5 values _ 13 ______ Ð Nador Semiliers Customers and average marineals 6, them per-manifi; Fund S value: Number of antichanted at posity in the average munity of 1+, 0 14-26 *1-10 -344 Ford Synday: * 2.5 over 5 5 5 зĭ. Entral S value: * 25, ron 14.232

6.15

		sector contracts II	TYPE REPORT
THE REPORT OF		建始建筑和中央	经局部部制
后了了了 引导的	学行中学行员国	集团 局部 [1]	23年(5)2]
金上)赴江江出	See and a state of the second	aver to state in a	用金印刷
,任一中国主要	ULA DIL DIVESTI	A CALLER & SALES	College and College and College

and the second second second

ľ	NOU	Commentional	1 the above depusits	6 Mick	۱ ۱ ۲
			and are considered and and and and and and and and and an	them ber i	mult

> Diarly Stemy radius 11511 2 5 Grand Gradentin

I effers of Groulit Scher Unifications Payments (i.e., the gonds purchased from a Supplier): Ĵ. Major (Tients and unilchated amongh;

NONE

Will the accounty a next to conduct budgess on behalf of to neron either three the namedor contaction for the d parts 12 As a City 13 Assess provide dendra and supporting decomenation for further review discussion (as advised by the thank efficient.

Vorg

Note for Baselis Wille is phys. 63, 65, 000 p. isound information of the third perce and editate id. with more and ever have all of the with a lift the part of the is at man with all the

I We certify that to the best of our knowledge the information provided herein is accurate, if there are a w enformation changes to any of the reformation/documentation, we will notify Scandonk by a signed baller.

PWC mathurize the Bank in obtain Independent verification from a sympthic & or futeriol sources, with respect to the application and in accordance with out anney laundering woutherrouse theoreting lases & regulations

(We acknowledge that this account will be open for review by Compliance Officers and Auditors and by beat government Anduars and Inspectors, subject to appreprinte combilential restrictions by the bank.

I We further confirm that nit eredite in the account or cont will be browthefully covincil by the compassion in deniled

18 h mail at

2

ig

While the Bank is commuted to protect the privacy and accurity of the information provided. It may be accessive to Disclassife of information:

- In response in credit enquince from qualified legal financial instructions cusually with respect to the disclose information:
 - customer's application in suid financial laga julion). If the Band, in its discretion coverably decass such disclosure necessary or desirable in furtherance of the
 - customer's business;
 - Pursuant to legal procurs or subjocan served on the bank, and If i iselfisme is reasonably necessary to paneet the Dank'; interests the back will usually notify the
 - .
 - enstrance where permissible under the applicable legal process)

The Customer hereby consents to und authorized such disclosure, and the Dank shall not become liable by reason of the giving of my such biomation or mark's tyling interating or memorylere

Prese 49

187 (N 118

DEPORTANT INFORMATION ABOUT PROFEVENTS FOR OPENING A VER ACCOUNT

to help the gavenument light the funding of terrorism and money humdering activates. Federal law requires pil-financial institutions to obtain, verify, and record fullymention that identifies each person who opens an account.

What this means for you: When you open in account, we will ask for your name, address, dots of birth, and other information that will allow us to identify you. We will osk to see two forms of atentification, one of which unischave a picture. We may also respect other identifying documents.

Stynemore Encolor Anthonized Stears Sons

 $\sum_{i=1,\dots,n} \sum_{j=1,\dots,n} v_{ij}$ is a substitute for a set of the set of the

For think Use Cally

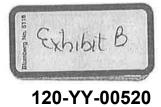
Buusley al Flish , inclusion at the	317 Cedie 🧼 🛶 inclusive	aan A . Waangi
Assigned High Hulling (H. M. 1)	late	cawr.
Remembed by (Bouk Officet)		
Authorized by	ifals	

hepe 1 of 7

	and a second
	*** · ·
	an a
Information Gathering Form - Account	at for a Private Corporate Entity
HOLE PLEASE PROVIDE ALL OF THE REQUESTED INFORMATION - I ROUGAS COMPLETE & REFUGE MAS FORM TO THE AT ENTROPY	and the state of the second
SECCION 1 - DUTAILS OF THE COMPANY	
Trading Name of the enopony - Fishilisti - El. Trading Name(s) (if applicable): <u>SAME AS A</u>	NUSUIDARS - LIAC
P.O. BOS 162	(Hyperset) wild state to easy type by ACAD ESTA (24), DARB, PARS (24), 12, 25, 26, 26, 27, 28, 27, 28, 27, 28, 27, 28, 27, 28, 27, 28, 28, 28, 28, 28, 28, 28, 28, 28, 28
	Taska bern For The States 1440 - 1280
3. Number of employees: Pail thing	C T THE WORK
A. 1 maker of years in businessis	
 Number of years at above address: Coupley of incorporation: Address of the Company's Registered Office, 40 CHRISTIANSTED, ST. CROIX USVI 	OD ERTAIN SION FARM
Tulephone munber. 1240 1778-6240 Hoarimil	enumber <u>340 1778-1200</u>
B. Nome foldness / sic. of primary company conduct: 1040 ESTATE STON FARM CHRISTIAN	MALEED HAMED ISTED, ST. GROIN, USVI 00820
Feluphous musiber: () Fresi'n E meli addresa:	Тенарва: (}
 Name and address of the company's primary bunker BANCO POPULAR. 	
Name of Account Alamper Telephono marbers (llens wher the state of the sta
10. Home and whiteas of the Law Firm that represents t	ine zaimpnaty ("Emplication)
Home of Attacney (If specifically assigned, within the fit. Tripphone number: ()	ne)a Di da a sasti ce
 Etimic and utilizers of the company's Accountant (If 	անություն
to spinors suchter: (furtishier (uniber !

Pape Ful 7

FY 004494



HAMD601910

CONTRACTOR DOMESTIC	1753534000053541100	ARTIGUESE	A CONTRACTOR OF THE OWNER OF THE
成了经济	ADJICTITATION OF	22/33/246-52	A SHIPPER PARTY
1031 70 2920	1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	In CULTURE OF ST	10020101000
MMAL 12-141	111111134	02626026025	1111203014 1111

Provide arguments or certified intercopies (If any instants on one to provided) of the locating map such transmission (Registration)
 Contilication() of Incorporation (Registration)

- Manacandum and Articus of accorporation Association & By Laws
- Notice at Address or Nulley of Change of Ashbers of Registered Office
- Notice of Directory/Managers of Notice of Change (1) Directored inagen-
- Notice of Approximent of Secretary and/or Markar of Change of Secretary
- · Register of blemb reg Shareholders, including the fall name and addressed baca i each one owne
- holding 3556 or more of the Company's closer,
- Linde / this ness 1 conses and Registration door real (17)
- Requeet for Name Starch and or Name Reservation
- Certificate of Good Standings or
 Any other documentation requested by the Activity (Biole).

Note: Whetever documents requires ensual, a copy of the ^angulated^a document is to be provided to Scotlabalan applied by consist feelingformation process

- 13 If any of the following is usual a <u>consequence solar</u> then the news tisted in section 12 rector that for each solar corporate early, as well information togething the following.
 - Authorized standars.
 - Directory
 - · Boueffelal owner hotday, 23% or atme of the Company 's slones
 - Any person with principal neared over the Company's assets, and
 - Any person selling under a preser of attenuey to any other legal document

14 Please provide personal (atomication for anoncialities, director, and statisfielder with increases .: is ownerably at the company.

 Same RATHT YURUE
 Discould Address #26 A TUPU PARK 164.1
 Discould Part 90.08

 Physical Address #26 A TUPU PARK 164.1
 CPT 200.0000
 CPT 200.0000

 Unling without #26 A TUPU PARK 164.1
 ST. 200.0000
 CPT 200.0000

 Date at Rink 4/15/1943
 Chonny of Chicards)
 USA

 Unall address
 USA
 Chonny of Chicards)
 USA

 Unall address
 USA
 Chonny of Chicards)
 USA

 Unall address
 USA
 Chonny of Chicards)
 USA

112

HAMD601911

FY 004495

对抗这次生活的 Provide originate or conflict true comes (If originate success a suppression) of one as is very a spirit look. no or

Carificors(s) of transportation / Repittation.

- Structuration and Articles of his appratian? Association & By Laws,
- notice of a thress or Nullee of Chango of Address of Registerral Office,
- Madee of Directus/Managers of Natice of Charge of Directors/Managers,
- Numer of Approximent of Secretary and/or Nedice of Usinge of Secretary
- Program of Manifers Soure rolders, highling the fall nome and address of each brief and owner holding 1551 or more of the Company's shares,
- Trade J Dusiness Licenses and Regumman documentation,
- Request for Name Search and/or Name Reservation
- Centificate of Costi Standong or 2
- Any other documental on requested to the Account Officer

Matur Wherever Community repairs Penessal, a copy in the "updated" decorment is to be provided to Scetta righupon each (energy) / re registration process.

13. If any of the fellowing is inself a commune starty days fire items listed in self on 12 are required for each such contorate entity as well informal on remarking the following

Authorize Lugingtory,

.

Name Physical Addi is t wilding reddonise is e of pisco

Sale Pir, scoll Address Istai a gZołdresz Class of Tright

Connup as Creaces of Lupol addinsa

GUT PHY ALC HEALTHY. lemuil al heve

- Directore,
- Beneficial assure holding 25% or more of the Company's charge; 4
- Any period with principal control over the Company's intervaled
- Any person acting under a nower of shorney or any other legal document.

14 Please provide persuant internations for each afficer, director, and starcholder with more than 23% and or dup of the company

MANAGER HISHAM HAMED Titte SRIL/ Numer HILSHARE HOUSE PLEASENF STRED ST. CROIN, 01 (1047) - 3649 Bashing Address P. O. DUX 2649 KINGBUILL, ST. CROIX 00V, 0045 - 3649 Owteor Birth 12/19/19/5 Felapsone Humber (340) 600-31 19 Country of Chirrachip____USA Savia Security Number 560-19-1942 Email address

Name YUGUP YUGUP This MARAGEP Physical Address ACED CHYATE, SIGH FARM CHRISTIANSTED ST. CRID: USVI 00821 Malling Address P. O. BOX 763, CHRISTIANSTED, 37. PROTE USVI 00821-0763 Date of Binh 4/24/1977 Telephing Nov but 1330 (1970), 0700 for 10 Security Similar (SBU), 21, 9748 Commy of Chizenship_ USA. Arenble Her E

Thic

िमनी आद लिमाई ह Sumpt See sity North in

-

TL C

11 - 1 - 1983 Character I. Sector Material Availability

FY 004496

HAMD601912

	•
En Altres winning Address	
Date of D'alt Country of Chizembin Umpit address	Therp) has blan is Soont Section - Notice of
	nere than 55% overpredity, or their formediate family members, w lative, administrative, unificary or judicaty of a foreign any, at a variar executive of any entity record by a foreign forei releated by fact any social offices? as directed by fact dative offices?
16. Scotlebnylt's sundard operating decomments are yown have been fully satisfied. To easist in this provess, ple – signitories and signific instructions.	rally soly previded allocation and of the account-spinaling requirements can complete the following questions regarding the outpurzed
status or any specification as contribution of \$1.50	a is autorized to fight on the company's scena it. Autorized a original fano (ay netarized copy andy wiren outhorized by a government-issued photo-11) (e.g., wild partyles), denor or oftence readitioned, social seconder and met.
Physical Address SAME	P. 8
Mailing Address AS Date of Dirth Country of Colize addp ABAVE	Telephane Number Social Acounty Number
Date of Dirth Country of Chize with ABOVE Bingel eddress	
Due of Dirth Country of Cultzendulp, ABAVE Email eddrets Mante MUPBED, UAMED Physical Address BAME	
Date of Dirth Country of Calize white ABOVE Unset eddrers Monte MOPBED UAMED	
Date of Dirth Country of Colize with <u>ABOVE</u> Unset eddress Mailing Address Mailing Address Date of Birth Croutry of Chirenship ABOVE Emett address Maine <u>DAHER YUSUE</u> Physical Address Mailing Address	l (i)e l ±)ep.wae.Nunizet
Date of Dirth Country of Calize with <u>ABOVE</u> Binsel address Mailing Address Mailing Address Date of Birth Country of Chirenalin ABOVE Binsel address Maine <u>DAHER YUSUE</u> Physical Address	lije Lejep.wne.Numies Boeful Scrivity Munder Tula Telephane Rumbre
Date of Dirth Country of Colize.withp ABOVE Bingel address Mailing Mailing Mailing Mailing Mailing Mailing Mai	lije Lejep.wne.Numies Boeful Scrivity Munder Tula Telephane Rumbre
Date of Dirth Country of Colize.with <u>ABOVE</u> Binstl address Mailing Address Date of Birth Croutry of Chirenship ABOVE Emeil address Mailing Address Mai	Tula Tetephone Number Tula Tetephone Number Spefai Sceniky Mumber
Date of Dirth Country of Colize.withp ABOVE Umpill address Mailing Address Mai	Talephone Number Tulu Tetaphone Number Social Scoutty Humber Nit c Tetaphone Number

Page 2 UC2

HAMD601913

64

FY 004497

	KSKE	LAN STATISTICS AND ST	AFTER STATE	851			
	AMC II						
		une YUENE YU					
	— Мі Пі	alling Address = =	- Ab				
	("ພ	naby al Citizeathly an address	11.5. – 1–5. –	Tan Jima S Sog af Rashi	ar la rig Ar Napatar		
	Ø,	Indicate Use signing in account (a.g. any one	in year "A" to year	will Giller of "H" of "L	1, 61(j)	Co 10	
		TWO SIGNATI	IRES ARE DE	QUIRED_(DDE.H	laned_W1,ch_ob	R THEMLER	
		(
	C	Provide numerand sp oldam the second bala	स्त्रहाः वद्वारा वदन्तवा इन्द्रहाः वद्वारा वदन्तवा	ho persons nor endreni statelo utr, mail, cre. D	a is greathair Dair nga an dar	क्षित्राद्वां की किस्तारकी के निर्माल के निर्म स्वति के सिंह के किस्तार के सिंह	
		(4) (1)	A. 2757 7			200 - 200 - 10-00	
		122 128	86.8 U			36	
			1-1 N.I				
		10				40. P	
	D,	Pravide details of any	ndiar existing accor	intal chilonali pilielo	with any Seministuric ()	rbi *I	
				1			
		States in the line				ž.	
		anto interest of					
	tenerine reivine neivine neivine	end, and signed by at M right then the relatences and on the quality of the ing the date of establish of the date of establish of provides treely-anim of support Pacsimile	anaget 11 the Comp is in he provided on banking relationship new of the second, he carled cradit histo	any is needy detailed bloc the Parent Concerny / I cover at least two years type of account, three my and he uses fightly	d unit door not have an Dent fleid Owacs(s). T , provide full detribe di cy refacement, present adult essert to Sectiob	ne, prak reference enders The banking torongeneries balance, overage Galation Mily to provide	
	<u>8Fa_1</u>	<u>113N.2 - PHILPHIKE BI</u>	<u>IR EITE AT COURS</u>	<u>TABLANI CIEAT</u>	<u>KD ALCOUSITAUT</u>	<u>19110)</u> *	
÷	l.	Reason Afor purpose in	i svilici ičkasconuli	(și write Szarananik, th	nr (udligg referra) som e	n i subinaplet	
		Densied overview of th distributed to chiratry (to schure v of screeks), RPTATAEO SI	ype of operations: a	an attrict in relative in th	y, (bansar Admila te h di unisatiran mej	Locampos provident and har incossed, 26 Junioh	
		197 30					
				- 17 ⁴		< <u>२२</u> १७७८३३। इ.स.	l

FY 004498

HAMD601914

ŝ

G,

1.1.1.1	で		
		"Insuced year end: Oraso provide a copy of the Company's threst livanchi stinements of Arman Report. (a Aunched The Company is a subsidiary their provide a copy of the parent company's Annual Report. (b) Attaches S Corporate Tree detailing concesting purchations (as applicable), in house Changelais are is be provided if Accountiont prepared stateme as are not available.	
	1x-1	ndlosta-lines pear-ouch account regained (a.g., Checking Account, Conffering of Departy, Call Departy and ervices required (e.g., mice transfors, latters of credit).	
	-	an and an	
		scottabank ly raquired by law manifely itself as to the source of funds for depetitive (e.g., from stars, distributeds, unce- anyony frais, ets). Also indente from where, Afat from when, Ands for depetitive reserved, (Sequebonk eserved the right to request additional documentary evidence to support the information provided .	
	р 9 7. N	Yovitle details of the anticipated activity in \$ 7 teless betterial change (i.e., in excess of 2076) in the activity injected, requires that the customy inspectively matrix the Account Manager / Relationship (Micar, and i.i. as with his other subsects supporting information may be capited to support the new statistice emust & Expected Activity;	
	لز	Number of checks expected to be assued in the average manih; 1-50 \$1-100 191-130 191- Total S value, \$\$\$\$ Malor Supplieus / Causonage and nystage inventerity to them ner month:	
	Q	Largest unioned of clock (and its heastlying) issued in the ave age o tatic	
	۵	Large check payments at irregi for infervals (e.g., Pagenent is privary anto parts anyther Sear per quarter, NTZ Corporation - all & botterier supplier - Sygrampt-annoully etc);	
	د.	Anticipated wire phymems per mentic 556-910-1535 Point \$ value; 555 Michw Shipplen 1 Company, and average party and to Alexa flat months	
	Ø	Number of anticipated deputs to the inversion matrix, $1-10$, 1 ; 20 , $31, 10$. Total 5 value; 5 , 5 , 7	
		$\{0_{1,K}: \{0,1\}^{-1}$ $\{0_{1,K}: \{0,1\}^{-1}$	
204045		FY 0044	99

HAMD601915

92



Normal Selected Activity (contin). Composition of the phase depayors Ω Lund S vidue,

12

 q_{L}

 $+ e^{i t}$ C. Lucks YE B. S Major Chen should be grove payment, i by the other micht

- Letters of Credit & for Collections Phymeuti (i.e. for goods purchased from a Supplier), Maln: Clients and anticipated amounts;
- Will this account to used on conduct business on behalt of segmone of services the number of rough takler (s) (b in party)? Yes / No. 1015 cs." provide details and supporting documentation for further review/discussion (as advised by the Dank Officer)

(Note for Danks of the course of a get everal personal information of the stin stratigened admits (development and even letters of reference (If the third puris is a non-veshiont).)

12111 - 14 - 111 - 111 - 11

IMPORTANT INFORMATION ABOUT UNLAWFUL INTRINET DAMILLING

The Uniawfill incone. Gambling Enforcement Act of 20004" HGEA" of the "Act") and its opplar earling Regulation Go prohibit any person from knowledy accepting implicate in connection with the participation of scattering respondents unlowful Listuriet gambiling.

The Act generally defines "unlawful internet gambling" as placing, receiving, or consists how may produmining a his in waper (ny felliged by the Act) by any mound which involves the use, at each is part of the heatnet whene each bef or woyce is unlawful under any applicable lederal or Store Law.

D I five horeby certify the stove named hushness does NOF cogage in an internet gambling business of any find sliber logal or illegal, and will notify Scattabank if this activity occurs.

111 hive certily that to the best of our knowledge the high mention provided herein is nearman it there are any subsequent changes to any of the information/localmentation, we will notify Securitation is a signed Date.

9 We antionize the thesh to obtile independent verification from any public faces inter of votices. Allo (speed to that application and in necondance with null money hundering & mill terro in formedul, loss a regulations

We acknowledge that this recount will be open for review by Compliance Officers and Austrias (18/15) local government Auditors and Inspagners, subject to appropriate contidential menictions by the here

BWe further confirm, that all sections the account around with be beneficially us and by the encoupling (or as the treein (cin 增省)。

Discioners of him mailous

While the flack is committed to protect the privecy mill security of the information previded, a new low eccasity to discuse information:

o In response of earlier of the internation of the state of the second customer's application at an d financial institution),

- If the Bank In her discretion cossignably deams such disclosure noversary or desirable or half crowed or the Γ, Lustemer's busjuess,
- Enclanation (egn) process in subpoend served on the bank, so I T/
- If disclosure is reasonably necessary to protect the Bank's interciping the bask will made in tily the cus anter where permissible inder its applicable legal process).

Page 6017

69 × 6 / j.

FY 004500

120-YY-00526

HAMD601916

7.5.5.44.53.67	V COLONDARY	A651 2 4120%	のたちわかなし
Geo	THE ZALAH FIDA	2011 STATE	REPORT
574	1212111111111	CKSA-GS E15	2010020121
S.C. ARSONCE	2227/11/19/1018	2010102151	144112-512-1

The Customer hereby consents to and authorized such disclosure, and the Back shall not become hebbe by resears of the giving of any such listennation or of it's being backware ar foremplete.

IMPORTANT INFORMATION ADDUT-PROLECURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and summey laundering activitiest, Pederal (aw requires all financial institutions to obtain, verify, and record information that identifies each person who upers an account.

What this means for you: When you open on 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 firms of identification, one of which must have a picture. We may also request other identifying documents

Signatura hirector (Andicales of themater)

Signamne 17 J. L. Signators

Date:

For Back Use Culv	
Country of Risk	510 Code
Assigned Risk Rump (H, M, L)	
Rottonic up antiputer and a shereast	Jahr.
Authon's od by: (Benk Dilleer)	Deler

FY 004501

HAMD601917

12 14 4

30505-031 AGREEMENT HE OPERATION OF ACCOUNT christiansteil -otx, USVI

THE UNDERSIGNED line "Customer") for valuable cunsideration hereby agrees with THE DANK OF NOVA SCOTIA (the "Bank") that the optimion of each account which the Customer new or hereafter has with the Bank at any branch or uffice of the Bank and the carrying on of officer banking brusinese by the Costoniar with the Dank of any branch or office shall be subject to the following terms and conditions:

17.5

Ditta:

- 19 - G²C2

1. WAIVERS: Subject to any specific instructions given to the Dank in writing by the Customer.

- ta) The Customer himeby welves presentions, native of distances and protect of all bills of exchange, promissory notes, chaquad and oftar instant (account uncer in structure) in a protect of an one of account of the first of the Customer notes, chaquad and oftar instrumentu (acch an "instrument") drawn, made, accepted ar endorsed by the Customer now or hereafter deliverad to the Dank (or any purpose whetever, and the Customer shall be liable to the Beek in respect thereafter deliveration, notice of dishonour and protest had been duly made or given;
- (b) If the Bank should consider it in the bird interest of the Customer or the Dank that any instrument should be noted or protocted because of any enduration at their then that of the Customer or for any other reason, the same may be noted or protected at the discretion of the Bank, but the Bank shull not be liable for failure or emission to note or protest any such histivment.
- USE OF AGEN'TS AND THANSMISSION SYSTEMS:
- (a) The Bank may use the services of ony correspondent or other entity or any funds transfer method or avalued an te may deal in the marking any set of thing in the serves and of a local with the banking business of the Cutiomor, Such correspondent or other entity, in providing such services, and the Bank, in using such services an funds transfer methods or systems, shall be deemed the agont of the Customer. (b) The bank shall not be liable to the Customor by reason of:
- nny act or armission of such correspondent or other entity in the performance of such services or the failure vi any such funds fransfer method or system due to any reason bayond the reasonable control of the Bank, or (a) The loss, destruction or delayed, delivery of any instrument, ecounty, earlifteeta, decompany, instruction or signal of any kind while in transit or while in the possession or control of a parson other than the Bank.
- (c) The Bank shall not be liable to the Customal for any delay in completing or failure to complete any funds transfor instruction:

through the use of any hinds transfer method or system for any reason net within the reasonable control of the {i} Bank, pr

(ii) due to any etrianology in handling funds transfer instructions by the Bank or any other party or system.

- CREDITING ACCOUNTS AND CHARGES TO ACCOUNTS:
- fat The Bank may charge against any account of the Customer:
 - (i) the amount of any instrument, drawn, minde, accepted or endersort by the Customer which is payable at new branch or office of the Bank or in respect of which the Bank must remnitures a third party;
 - (ii) the emount of lands instructed by the Customer to be transforred to a third party or another account;
 - (iii) the amount of any instrument cached or negatilated by the bank for the Clistomer or credited to the Custemer's account for which payment is not received by the Benk,
 - The amount cradited to any account of the customer puretiant to any instituction to transfer funds whether by the Customer or any third party, how cover implemented, which is reversed in whole or in part for any reason or in (iv)respect of which sofflament is not received by the Bank; and
 - any other indebiedness or liability of the Customer to the Back, together with any expenses incurred by the Back in connection therawith, whether or not the charging of any such mount egainst any account of the $\{y\}$ Customer croates or incroasos an ovoruralt.
- (b) The Customer shall be and shall remain liable to the Bink in respect of sech such amount so charged and hereby promises to pay an demand any overdrah, repother with interest and interest on overdise interest therees at the interest rate charged by the Bank from time to time for overdrafts. In any event, the Baid reserves the right to tocative any instrument payable or andersed to the Customer as a collection agent for the Customer with to tollar crediting any account of the Customer with the amount of such instrument or the amount referred to in a firmite crowing any account of this contention who has allowed of such instruction of the allowed participants in any ransfer instruction pending collection upon such instructions of next penditure of purticipants in any funds tronsfer systems, as appreaded. The Customer ofgreins to pay service charger of the owner has sharped by the Bank from time to time for services normally provided in contaction with the operations of any account of the Customer, unloss outleavies agreed, and to pay such other chargers 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 and the Bank is further and the bank for such other services as the Bank may provide to the Customer form time and the Bank is further any for such other services as the Bank may provide to the Customer form time and the Bank is further and the bank is further bank and the pay service to the Customer form time and the Bank is further and the Bank for such other services as the Bank may provide to the Customer form time and the Bank is further and the Bank is further bank and the pay service and the any for such other services as the Bank may provide to the Customer form time in time and the Bank is further and the Bank is further bank and the service and the any for such other services as the Bank may provide to the Customer form time in time and the Bank is further and the Bank is further bank and the service and the any for such other services and the service and the any form any further and the service and the any form any further any form and the any form any form any further any form any form any form any form any further any form any authorized to debit any al the Customer's accounts with the amount of such charges
- INSTRUCTIONS AND CONFIRMATIONS: Where the Bank is requested to an upon any instruction respecting INSTRUCTIONS AND CONFIRMATIONS: where the bank is inclusive to dealed to der upon any instruction respecting banking business of the Custemer, the Bank shall neur no fiability in acting upon such instruction including, without limitation, telephened, and, tolas, electronic or other instructions or directions which the Bink bulkwas in good fullo-to have been given by the Custemer or by an authorized representative or attorney of the Custemer. In the event re-a discopancy between any such instruction and any written confirmation thereat, each instruction as understood by the Bank is agreed to be paramount.
- USE OF CHEQUES AND STOP PAYMEN'T INGTRUCTIONS: 5.
- (a) Big of one dots and agreed that in the ordinary entries all cheques issued by the Costenies will be drawn on the branch or office of the Bank where the account is maintained and en forms calisitationy to the Bank for each type i account. The Costenies of the Bank where the account is maintained and en forms calisitationy to the Bank for each type i account. The Costenies reacting relates a former office of the Bank where the account of any asid all responsibility which it may hear on account of the Bank relation of other order for payment not drawn on such branch or affect of the Bank as which the Costenies maintains the second, and/or any chaque or other order for payment not account of the Bank as which the Costenies maintains the second, and/or any chaque or other order for payment and on forms. satlafactory to the Bank.
- Substantion with the bink. (b) The Cesterner further agrees to fully indomnity and aava burmless the Back systems all damages, costs an expenses which the Back may been through rolusing payment of any cheque(s) or reversing or reversing an expenses which the Back may been through rolusing payment of any cheque(s) or reversing o shall not have the right to reverse, edges or reverse ony instruction after it is received by the Bank except with the consent of the Bank, such consent to be levalled if the instruction shall inve already been ... trid open by the Bank prior to its acting upon reljustment, reversal or revocution.
- (c) The Dank may, in the sole discretion, return to honory any instruction, instant at, and a content on the payment if during or motor with rapped to an account impressed with a rest or prosent, implicit or matrices a payment. The Bonk shall meet no liability as a consequence of such refusal.
- MALING OF ACCOUNT RECOUDS: In a spect of (), so accounts in which takes must be used of y Curre-hardby distructs the Book to mail a statement of account from time to the professional statements as the off the book of the books of the Book. The instruction will combine to the profession willing is mentioned by the Book from the sustance. The Customer of the books of the Book from the sustance. The Customer of the books of the Book from the sustance. The Customer of the books of the Book from the sustance. The Customer of the books of the Book from the sustance. The Customer of the books of the Book from the sustance. The Customer of the books of the Book from the sustance account of the books of the Book from the sustance. The Customer of the book for the book f not later than 5 days therenfter

VERIFICATION OF ACCOUNT:

- (a) Upon receipt from the Bank from this to this of a elaboration of account of the Customer, the Costomar will show
- the credit and debit antice in the sold statement and examine all chaques and vouchast included themseth; The Customer will within thirty days of the delivery of a statement to the Customer, or if the Customer has instructed the Days to mail the and statement, within thirty days of the mailing themset to the Customer, nearly the
- Bank in writing of any arrow or ambahand therein or thereinan; [c] At the expiration of the and thirty days, excent as to any errors or omigations of which the Bank has been su notified, and excent as to any amounts improperly coolided to the Custamer's account, it shall be finally and conclusively satijail in all required you be set but in (d) below, an batwaon the Bank and the Customer that: (i)—the emount of the balance shown in such statement is true and correct.

 - (i) the unnound of the balance shows in such definition (16 true and correct,
 (ii) the solid cheques and venctors are growth, and property chargesho to the Customer,
 (iv) the Sud cheques and venctors are growth, and property chargesho to the Customer,
 (iv) the Customer is not entitled to be credited with any emerging her eleven on the solid statement,
 (v) the Customer is not entitled to be credited with any emerging her eleven on the solid statement,
 (v) the Bank is totally and threecoulty intersed from all claims by the Customer in respect of any and every item in the solid statement, and,
 (v) the Customer fully and completely acknowledges that the Customer will have no further action against or recentres to the Bank in respect of the debit entries in the solid elevent, and all cheques and veneties to the Bank in respect of the debit entries in the solid elevent, and all cheques and veneties in the solid elevent. Included therein.
- Included therein and a stall preclude the Customer from latin objecting to vity payments made on unauthorized (d) Nalting for and an unauthorized of the former state of the former state of the former state of the knowledge thereof.
- VERIFICATION OF THANSMISSION OF FUNDS:
- (a) With respect to any funds transfer implemented by or through any transmission system, the Costomer shall review promptly the written or electronic antification 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 deemoid receipt of same, report to the bank any discreptiney or objection concerning such transfer. The Customer expressly agrees that the failure to promptly report any such discreptingles or objections shall reliave the fank of any liability with respect to such discrepancies or objections.
- (b) Such initiations may be cont to the Customer by stall at its last known address and shall be deemad to have been received four business days subsequent to melling, or by decironic notification to the Customer and shall be deemad received twenty-four hours subsequent to sending such notification. Any datay due to an Interruption in any authorized communication survice shall extend the date deemed model commensurately.
- FORGERY AND UNAUTHORIZED BHINATURES: ٥.

(a) The Customer shall:

- (i) malituda ayaina and controls sufficient to prove and the lot of instruments or needed to sufficient (i)
- or trand involving instruments, and, (i) innotion the conduct of employing and agents lipving banking functions. (b) The Bank shell not be liable for any loss due to a forgoit or innoutbarized algentics, unless the customer proves that: (c) The Bank shell not be liable for any loss due to a forgoit or innoutbarized algentics, unless the customer proves that: (i) The Bank shell not be liable for any loss due to a forgoit or innoutbarized algentics, unless the customer proves that: (ii) The Bank shell not be liable for any loss due to a forgoit or innoutbarized algentics, unless the customer proves that: oright.
 - (II) the lose was unevoldable despite compliance with (a) above, and (iii) the lose was unevoldable despite steps to provent forgery, unsutherized signatures and any loss resulting
 - therefrom.

- Instruction.
 I.I.MITATION OF LIABILITY:
 (a) Notwithstanding any oral or written advice from any person resputing the purpose of any instrument or instruction, the Bank shall not be lisble 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 depreciations in the value of the funds credited to the account, or for the unavailability of such taxes or depreciations in the value of the funds credited to the account, or for the unavailability of such taxes or depreciations in the value of the funds credited to the account, or for the unavailability of such taxes or any character, sources of milling or using a power or any other cause bayend the control of the Bank, in any such ovent, the Customer shall have no claim, action or other requires against the light of files at which the account to make the bank of a file and the abalance of the Bank or office at the subskillary or allifate of the Bank office at which the account to make the abalance. occount to maintained.
- 11, DISCLOSURE OF INFORMATION: The Bank may disclose any information about the Customer and the Cuatomor's accounts:
- (a) In response to crudit inquiries;
- (b) if the Bank in its discription deams such disclosure necessary or desirable;

 (c) pursuant to legal processa or subpoons;
 (d) if disclosure is pocessary to protect the Bank's Interests.
 The Customer hereby contoines to and authorizes any such disclosure, and the Bank shell not become flable by resson. of the giving of any such information as of its heing insecurate 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 weives all right to trial by jury in any action, proceeding, or counterclaim, including, but not limited to, ections sounding in tort, "bad-failth", fraud or otherwise, orleing because of or in any way relating to this Agreement.

liyi.

Customer scknowledges receiving a copy of This Agreemant.

UFERD N. HAMES Name of Cisilomor

IP THE CURTOMERIA & CORPORATION, THE CORPORATE REAL SHOULD BE AFFIXED.

ICEN NOT Interit LUIATEA

4013518 (2/94)

AGREEMENT RE OPERATION OF ACCOUNT

July 23, 19 99 Dolo:

THE UNDERSIGNED (the "Customer") for valuable consideration hereby agrees with THE BANK OF NOVA SCOTIA THE UNDERSIGNED (the "Customer") for valuable construction new or hereafter has with the Bank at any blanch of the bank at any blanch of the Bank "Lites the operation of each account banking business by the Customer with the Bank at any branch or office

1. WAIVERS: Subject to any specific instructions given to the flack in solding by the Customer,

- (a) This Customer hereby waives present neutronian given or the context of whitego y the Costomer.
 (a) The Customer hereby waives presentment, notice of dishupour and protest of all hills of exchange, premissory neue or horonice, chaques and other instrumenta (each an "instrument") drawn, node, accepted or endorsed by the Customer neueron waiver, and the Customer shall be likely to the Bank in respect (horand as if presentment, notice of dishupour and protest bail been duty made or given).
- (b)If the Bank should consider it in the test interest of the Customer or the Bank that say instrument should be noted or previously because of any endorsement other than that of the Customer or for any other means, the same may be noted or protected at the discretion of the Bank, but the Bank shelt not be liable for failure or emission to bele or 2. USE OF AGENTS AND TRANSMISSION SYSTEMS:

(a) The Bank may use the sincless of any consepondent or other entity or any tonde transfer multiply or system as it may deem bank in doing any set or thing in the course of or in connection with the banking business of the Customer. Such correspondent to other entity, in providing such services, and the Bank, in using such services or funda transfer methods or systems, shall be deemed the agent of the Customer.

(b) The bank shall not be liable to the Custemer by meson of:
(b) The bank shall not be liable to the Custemer by meson of:
(c) any set or emission of such correspondent or other entity in the performance of such services of the follower of any such funds transfer method or system due to any reason bayond the reasonable control of the flaw, or of any kind while in transfer delivery of any instrument, security, entiticate, document, instruction or signal for any instrument, security, entiticate, document, instruction or signal for any kind while in transfer or while in the postession or control of precent 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.

(1) through the use of any funds transfer method or system for any reason not within the reasonable control of the

(b) due to any chronology in handling funds transfer instructions by the Bank or any other purty or system.

3. CREDITING ACCOUNTS AND CHARGES TO ACCOUNTS:

in) The Bank may charge egainst any account of the Customor:

(i) the amount of any instrument, drawn, made, sceptied or andorsaid by the Customer which is payable at any bronch or effice of the Benk or in respect of which the Bank must reimburge a third party;
 (ii) the amount of funds instructed by the Customer to be transferred to a third party;
 (iii) the smount of any learning cabled or angulated by the bank for the Customer or credited to the Customer's account of which is not received by the Bank;

- Ity) the amount credited to any secount of the customer pursuent to any instruction to transfer funds sybather by the Customer or any third party, howshover 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
- any other indebindness or liability of the Customer to the Dank, together with any expenses incurred by the Dank in connection therewith, whether or not the charging of any such amount against any occount of the Customer creates or increases on overlast.
- Contenuer states or increases an overdrait. (b) The Custemuz shall be and shall remain liable to the Benk in respect of each such amount so charged and hereby promises to pay on demond any overdrait, together with interest and interest on overdue interest therein at the interest rate charged by the Bank from time to time for overdraits, in any overd, the Bank toerstas the right to receive any instrument payable or endersed to the Customer as a collection agent for the Customer and to delay wooling any second of the Customer with the amount of such instrument or the smouth reference to h a fonds transfer instruction panding collection upon such instrument or the smouth reference to h a fonds transfer instruction panding collection upon such instrument or the smouth reference to h a fonds transfer instruction panding collection upon such instrument or the participant of any account of the annotic from time to time for services normally provided in connection with the upstation of any account of the Customer, unless otherwise egrand, and to pay such other charges as may be agreed upon by the Customer and the liak for such table services as the Denk may provide to the Customer from time to time on the Bank is hereby authorized to debit any of the Customer's accounts with the such and the Bank is hereby authorized to debit any of the Customer's accounts with the such and the Bank is hereby authorized to debit any of the Customer's accounts with the such and the Bank is hereby authorized to debit any of the Customer's accounts with the such and the Bank is hereby authorized to debit any of the Customer's accounts with the such and the Bank is hereby authorized to debit any of the Customer's accounts with the such and the Bank is hereby
- INSTRUCTIONS AND CONFIRMATIONS: Where the damk is requested to act upon any instruction respecting instructions and confirmer, the dank shall incur no liability in acting upon such instruction including, without finitiation, teleptionad, and, take, electronic or other instructions or directions which the dank believes in good foils to have been given by the Costonner or by an authorized representative or atterany of the Custonner. In the event of a discoprincy between any such instruction and any written confirmation thereaf, such instruction as understood by the Bank is agreed to be parameters.

UBE OF CHEQUES AND STOP PAYMENT INSTRUCTIONS:

- (a) On the understood and agreed that in the ordinary course all cheques issued by the Costomer will be drawn on the branch or affice of the Oerk where the account is maintained and on forms satisfactory to the Back for each type of account. The Customer expressly reliaves the Back of any and all responsibility which it may factor on account of the Back for each type of hack raturing to honour any chaque or other order for payment not drawn on such branch or office of the Oank of which the Customer maintains the account, and/or any chaque or other order for payment not made on forms explanations the Back. satisfactory to the llank.
- Solialisatory to una tank. (b) The Gustamer further agrees to fully indemnify and save homalons the that against all damages, costs and uspension which the Back may how through rolusing payment of any characteria or reversing or rovaking any transfer instruction for which the Customer issues or communicates a stop payment, reversal or reversing or rovaking any transfer instruction for which the Customer issues or communicates a stop payment, reversal or reversing or rovaking any transfer instruction for which the Customer issues or communicates a stop payment, reversal or reversing or rovaking any transfer instruction for which the Customer issues or communicates a stop payment of such chequels), or completion of any rovared or rovaked instruction being mide due to the Customer's failure to furnish the thick with accurate information as to the chequels) to be countermanded or its instructionals to a rovaked provided that the Dark may treat all funds tender instructions as first and on tablect to stop payment or receil and the Customer almin as to the discussion, other instructions as first and on tablect to stop payment or receil and the Customer almin as the Wark, such consent to be invalid if the instruction shall have strendy been acted upon by the Bark origin to the Dark, such consent to be invalid or reversion. prior to fig neiling upon adjunition), revocation.
- (c) The Bank may, in his sole discrotion, refuse to honour any instruction, instrumant, chargue or other order for payment If drawn or made with respect to an account interesting with a triat, expressed, implied or constructive. The Brink shall incur no Rebillity as a consequence of such refusal.
- MAILING OF ACCOUNT HECORDS: In respect of these accounts in which a statement is issued, the Contempt horeby Instructu the Dark to mail a statement of account from their to the to the Catomer at the oldress of the Customer recorded in the backs of the Bark. This instruction will continue in force unit a content instruction in writing in received by the Bark from the Customer. The Customer agenes that if a statement of account is not received within 10 days after the and of the cycle actablished for their proportion, the Contorner will collfy the Bank not lutor think 5 days thornaftar.

VEINFIGATION OF ACCOUNT:

(a) Upon receipt from the Back from time to time of a statement of account of the Customer, the Customer will check the credit and dabit antrias in the audit statement and examine all cheques and vouchers included therewith;

(b) The Customer will within thirty days of the dallvery of a statement to the Customer, or If the Customer has Instructed the Bank to mail the gold statements therein or therefore, of the mailing thereof to the Customer, notify the Bank in writing of any errors or emissions therein or thereiner;

(c) At the expiration of the sold thing days, except as to any arrane or unissions of which the Bank has been so notified, and except as to any arrounds improperly cratilized to the Customer's account, it shall be finally and conclusively sattled in all respects save as sold but in (d) below, as between the Bank and the Customer the: the amount of the balance shown in such statement is true and correct.

- the said chaques and youchers are gamming,
 a) uncounts charged to the said account are properly chargeable to the Customer,
- $(|v\rangle)$
- the Gustermar is not untilled to be credited with any amount not shown on the said statement. The Burk is totally and irravecably minneed from all claims by the Gusterner. In respect of any and every item in 101 the said statement, and,
- The Customer fully and completely ecknowledges that the Customer will have no further action against or resource to the Bank in menest of the debit entries in the sold element, and all chaques and youchers. (vi) Included therein.
- (d)Nothing herein contained shall preclute the Customar from fater objecting to any payments mede on unauthorized or lorged endorsements provided notice in writing is given to the bank forthwith after the Customer has acquired knowledge thereof.
- VERIFICATION OF TRANSMISSION OF FUNDS:
- (a) With respect to any funds transfer implemented by or through any transmission system, the Customer shall review promptly the written or electronic polification of transfer sent to the Customer by the Denk efter each transfer and promptly, and is any event within twenty-four hours of receipt or deemed receipt of same, report to the bank any discrupancy or objection concerning such transfer. The Customer expressly agrees that the follore to promptly report may such discrepancies or objections shall relieve the Book of any liability with respect to such discrepancies or objections.
- (b) Such notifications may be sent to the Customer by mall at its last known address and shall be deemed to have been received four business days subsequent to malling, or by electronic notification to the Customer and shall be deemed received twenty-four hours subsequent to sensing such notification. Any data due to an interruption in any sufficient communication service shall extend the date deemed receipt commensurately.
- FORGERY AND UNAUTHORIZED SIGNATURES: **9**.

(o) The Customer shall:

(1) maintain exatems and controls sufficient to prevent and detect the statements of neuronate and set of the statement of th or froud involving Instruments, and, (ii) monitor the conduct of employees and upunts having banking functions.

- The Bank shell not be liable for any loss due to a forget or unstitutorized signature, unloss the systemer proves theb (i) the forget or unsufferized signature was made by a person who at no time was the Castomer's employed or (b) agant, [1] the loss was unavoidable despite compliance with (a) above, and

 - (iii) the loss was unavoidable doop to steps to prevent forgory, unsuthorized signatures and any loss resulting therefrom.

- Inoreiron.
 I.IMITATION OF LIABILITY:
 (a) Notwillistanding any oral or written advice from any person respecting the purpose of any instrument or instruction, the Bank shell not be liable for any consequential or special demages.
 (b) The Bank shell have no responsibility or liability to any person for any rediction in any account due to taxes or deprecision in the value of the funde credited to the account, or for the unavailability of such funda due to restrictions on transfer, payment or convertibility, or due to any requisitions involuniary transfers, distress of any character, exarcise of millitury or usurpaid power or any other cause bayond the control of the Bank. In any such evani, the Customer shall have no cloim, action or afficient vacuum angling the Bank of files of the Bank, or any branch subsidiary or afficute of the Bank of the Security of the bank of the bank. account le maintainad.
- 11. DISCLOSUBE OF INFORMATION: The Bank may disclose any information about the Customer and the Customer's accounts: (a) in response to credit inquities; (b) if the Bank in its discretion deams such disclosure necessary or desirable;

(c) pursuant to legal process or subposns; (d)if disclosurs is necessary to protect the Bank's interests.

The Customer hereby concents to and sufforizes any such disclosure, and the Bank shall not become linble by reason of the giving of any such information or of ite being innecurate or incomplete.

- 12. GOVERNING LAW: This agreement and any account of the Customer with the Bank shell be governed in all respects by the law of the jurisdiction where the branch or office maintaining the secount is leasted.
- 13. JURY TRIAL WAIVER: The Customer hereby irrevocably welves all right to trial by jury in any action, proceeding, or counterclaim, including, but not limited to, actions sounding in tor, "bad-faith", froud or otherwise, arising bacause of ar in any way relating to this Agreement.

Clistomer acknowledges receiving a copy of This Agreement.

Aston Alan

HAMED DE HAMES. Name of Gustomer

June Alt

IF THE CUSTOMENIA & CORPORATION, THE CORPORATE SEAL SHOULD US AFFIXED,

freeden AUDITOD

120-YY-00531

900144690WAH

26 T'EMELT HE OPERATION OF ACCOV!

12/21/05 DUN.

- (4) Units of reasons. Comparison of the start was drawn to the file kills mutched by two thereware, or the Guiteman binarity works of energy to the first of an difference and predicted or reader and enclosing, permittion proton, or to use and when its intervals from an instance of the file start, and the first of an order of the file start of the st

100 Darft, though consider (it is the next internet of the Cristance) of the Okak Walksong featurement size Ad be reduce or social and the contain on Anny enders in an induced by the Content of the

THE OF A DENTE AND TRAFFICIENTS THAT IS

- 3) The Book may use the services of any owners when the solar of solar of when its balance book to system as it may show be the solar of any owners of any owners of the based of the solar of the based of the solar of the based of the ba
- (b) The passing has be table to it a Castorea by maranal,
 - (i) any tet or emission of sinit consepted int is this easy to be participants at such earliest or me take a set any and the participant is the such as the such as the participant is the such as the such as the participant is the such as the such as the participant is the such as the participant is the such as the
- אסטטעראו ואטראל ביו אן איני ביאליקסט כל בעלב יון היאקרט הי קאנס קנוג בל אראו בעוגר או ביאלו ביל אויר הווינוס אוד אינו אס אסטטע אלא ביבואר אלה לומאר (אך העפע) יויע אוא האירין יויע האיניין ייש היא ביער או וויויא קרע או פועי און
- DINCU (i) this is any classically in Yorking to be known in methods by the David of any other party or system.

- (1) On PLUD Chickney is Chiching (DD) (All CAR White Chick by Chick Chicky point) publy a system.
 (2) Estimate according to compute the Constraint
 (3) The Constraint of the Constraint of the Constraint
 (4) The Constraint of the Constraint of the Constraint
 (5) In the Constraint of the Constraint of the Constraint
 (6) The Constraint of the Constraint of the Constraint
 (7) The Constraint of the Constraint of the Constraint
 (8) The Constraint of the Constraint of the Constraint
 (9) The Constraint of the C
- (3) The Constraint Schulm dext.
 (b) Constraint schull, and analise mit (10) also for Back instances (and and schuld a characterized and isotry remains in the Constraint and an anticide and an all schuld and all schuld and all schuld and an all schuld and all schuld and all schuld and an all schuld an all schuld and an all schuld an all schuld and an all schuld and an all schuld and an all schuld an archive and all schuld an archive and all schuld and all schuld an archive and all schuld an archive and all schuld and all schul

(b) DUGTBURG ARD CONTRENATION IN DAMA ON DAMA DESCRIPTION DEPENDENT IN A DESCRIPTION DESCRIPTION OF A DES

- 115: ON CREQUES AND STOP PAYNENT INSTRUCTIONS:
- (a) BU this should be should be the stand you have a function of the standard sta
- As finitely the mean title and the all endings and the middle property indication of them is a backery to the back.
 Site Optimized A backer optimized and a structure of the property indication of them is a backery to the back.
 Site Optimized A backer optimized and the indication of the property indication of the property to the backery to the back
- To Berl man, bit is the deputer, there is a new range but entry in, but man, there is a definition to prover 3 down of much with moved is an associal report solution which i remained, indeed or consistent. The Dark state by the outsold prove the moved is an association of the state of the solution of

PAY FROM OF ARCOLDT DECOMMS, Is report or these accords in which a contrast is used, the Contrasts have been been been been as a second more than the basis of a contrast in the contrast of a contrast in the contrast of a contrast in the contrast of a contrast of contrast of contrast of a contrast of contrast

VERIFICATION OF AL 7. MIL

- VERUPERTING OF AL UPERTING AND A CONTRACT AND A CONTRACT

ñ.:

With respect to any brief builds of Fullion.
 With respect to any brief builds include the sector of the structure of the sector of

۵. FORDERY AND URAUNICATED SIGNATURES!

(ii) The Guillomer shull:

- (a) The Conformer Made
 (b) The Conformer Made
 (c) The Conformer Made
 (c) mathetic static controls a subject to pre-conferent the biblic conference is the subject of pre-conference in the conference of the property of the subject of pre-conference is the conference of the property of the subject of pre-conference of the property of the property

- IN LIMITATION OF DADRUTTS

 - EMPERATOR OF DADRAFTER
 [13] Detector bosching any sold se and the address form any specific material daughter properties of any information of biological sectors and the address of th
- 1). OSSELLIGHTE DE DEGELLATERT DE BRAMME D'ESS EN FRAnklen sind de Cuisme Entre Curem e i intérne (a) וארוויזיסטרוג וס רווולן איזאלואיז
 (b) וארוויזיסטרוג וס רווולן איזאלאיז לוווא אילו לעבלונג וא הוכע עבוליס בלוווה (ווב

 - (c) transmus research to beyon a result of the second secon

The Contents having consists to see antipotes any such discharter. Unlike the their shut not become base by many of the proof of any such Mannadon et all to being internation incomplete.

- QOYEMPING LAW! This apprentian and any occurs of the Datastoon will be Datastable by QM mod Is 15 Imprile by Bie law of the Interfection scient file bandle or office matched by the account is located.
- UUNY THIAN WAINER: The Constant Namby Intracedy submarak isola to that by July In any action, initiality, or counterclaim, including, but not fittled to, ections is providing to one, for the fits, insted or observice, where it could be on any way making to that Aprenduce. 12.

Cistoxinel reprovised an activity a cost of TAX Agreement.

Multer & chavies P THE CUITION OF IT A COMPONITOR C THE COMPONITE HERE IN ANALYSIS AN POCK

COXT CALL Stranger Ald Assessed



HAMD631445

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

) SS.

TERRITORY OF THE VIRGIN ISLANDS

DIVISION OF ST. CROIX

300

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.
- 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

Page 1 of 3



without Mr. Yusuf's knowledge. The second dispute concerned the issue of excess funds that were withdrawn by the Hameds for which the Yusuf's did not take in matching withdrawals.

7. As to the first dispute, Mr. Yusuf, Walced Hamed, and Mohammed Hamed agreed that Mr. Yusuf would receive title to two properties in satisfaction of Walced Hamed's unauthorized withdrawals. The first property is an 8 acre property located in Jordan, and the second property was a 9-10 acre property in Tutu Park.

8. To my knowledge the first property was transferred to Mr. Yusuf, however to date the second property was not transferred.

9. In several open meetings, Mr. Yusuf said that the Hameds took \$1.6 million more than the Yusufs. 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 Walced Hamed admitting to owing \$1.6 million dollars to the Yusufs as a result of excess withdrawals by the Hameds, and that the receipts for that amount were not available because they were destroyed prior to the raid by the U.S. Government.

- In addition, Mr. Yusuf and Walced Hamed discussed the unpaid rent on the Plaza Extra East store that has been pending for many years. Specifically, Walced Hamed agreed to pay the rent for the rental period prior to 2004.
- 12. At one point, there was an agreement in place between the Hameds and Fathi Yusuf that the Hameds would transfer two (2) properties to Mr. Yusuf for what he had discovered so far,
- 12. Despite meeting with both sides, individually and together on a number of occasions, two issues began to stand out as the sticking points.
- 13. First, Fathi Yusuf stated that the Hameds were not being straight with him when the Hameds refused to transfer the second property, as agreed for the transactions he had discovered so far. On the other hand, 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.

Page 2 of 3

I attest that the above facts are true,

Date: 08-10-2014

l jer

Bakir Hussein

SUBSCRIBED AND SWORN TO before me On this ______ day of ______, 2014, NOTARY PUBLIC 10/07/2009/02/0 002/01/07/11/0/00-11 01/02/01/2/2005 -51 Croix D.S.V.F

Page 3 of 3

OFFELSE V.	I. POLICE	2012 . 1	RTI	ЛЕНТ	- Un	ited	Sta	ud lirg	in Is	lands	Pagelof 1
 OFFENSE/INCIDENT Embezzlement By Floc 	luclaries				2	, ZONIĘ RVA	B 0-1		AREST #	13 A-044 N/A	88
,					-	P/S	111		ICR#	INTA	231010-510
COMPLAINANT'S NAME - FIRM OR I	BUS.		IOME ADD							& HOME PHON	8
YUSUF, Maher F.		#	306A .	Judith's F		dilh's I	Fancy			(340) 71	18-9328
M 04/28/67 U	JNKN Jordan			والالحمالية	13. 6SM			Dire			
BUS, ADDRESS OR SCHOOL ATT PLESSEN ENTERPE	HONG USE INC		1	6. визлясния (340) 69 1 м	KORE 0-9306		Banc	ation of incider to Popular d	aPR.S	Sunny Isles	
	3 27 13 Wedn	VEEX &	1		-		XF WREK	11:30 AM	RTED	05 17 1	Y DAY OF W 13 Friday
やびざい Maher F.	induced in the state	21. ADORES	S OF REP	ATING PERSO 306A Juc	lih's Fai	ncy Ju	dith's	Fancy		22,540157	18-9328
DESCISPINON A PACE AG	e Int. I wr.		FILA		COMPLEXION			SINDESUEURS	HAT	- the design of the second	CONT
A PAN	rs	<u> </u>	THER			24	MENTAL	CONDITION		25, PHYEICAL CO	мотон
SCAUS, MARKS, DEFORMITIES	27. OLASSES (Desc	riba)	28. LAST 8	EEN WHERE		3	IN CONSE	WHY OF		30. PROBABLE L	DESTINATION
CAUSE OF ADSENCE	32. Vehkk DESCRI	THE S	CI NO	**********		SINGHTEN		H. IF YES, DATI	WHERE LO	DCATED	
IMAL (Il perions Infuned, itsa	SE DESCRIPTION OF ANIM	and the second second	[3	ss. IF ANIMAL P		YES CI		H, LICENSE NO.		[38, Di\$F	ROULISON
Kat A	40, RESIDENCE AD	DRESS						II, RESIDÈNCE PIIC	INE	42. BUSINE	SS PHONE
D WJURY W. NATURE OF INA	JRY AND LOCATION ON RC	DY			45, TRANS	PORTED	I.		AG. TRA	NSPORTED BY	
	HIS. PROBABLE CAUSE		DEATH			,			49, Phy		
ATUS OF VENCLE, USE APPLICAL							*****			010021	
AUTO TIEFT OR VEHICLE REP	PORTS OR OTHER TRANSI	PORTATION ~		П МОТ	the second se		TRU	CK D BUS DI	BOAT E	Other	
IN/C		DURDED LJ C	SONFISCA	LI LOSA	A DOLLAR DOLLARS AND A DOLLARS	J UNLOC		R D WINDOW I			
MENIOD OF THEFT (Descel wite	s, trách, edz)			53, KEYS I		<u> </u>	CROCEN	ADENCE OF STRE		and the second se	Canal Roman Constanting Street
COLOR	52 YRMNOEMADOEL/TYP	E				57. VIN			53.1	AVSTATEAX, PL	ATENOATICKE
VALUE	EQ. TOWED BY MAKERE					61. Tim	ittala Rea	overestication			
N. COMPANY				CO, TY	FECEPROS	ERIYDA	MAGE		64. VALUE (of Property o	AMAGELOGS
ALA GE Narodis Tipe				03. Owardly				67, Pd. Tost	By		
68. TYPE PREMISE WHERE OFF	ENSE OCCURRED			(
A. Residence			74	TOOL	Jawbar			THOO USED Dreak Window / Doo	Gas	78. GUN FEAT	
B. Non-Rasidenco FINO	incial Institution		-	C Ecrondity	ť	1	B	Jimmy Door / Windo Burned		12. Rav 01. Dov	
69 POINT OF ENTRY	72 PROTECTIVE	DEVICE		I Hammer /	Mallel Devico			Punched Reinoved		🖸 04. Shi 🗍 05. Lor	
Adjacent Premise	Dog Alarm			Unknown			0	Cutting / Statuting Strong Arm		06, Sho	n Banel
Door - Stiding Glass	Profassion	al Security Patro	k	Ø Other	Theck		0	Stilling / Hiling Verbal Threat		08. Bolt	Action
🗖 Garage	D Normal Lo	Yine						Shooling Other, Removed		0 10. Chr	oma Grip
🖸 Hathray 🗇 Polio	T.Y. Cathe Name						L	Ulher,		🗆 12. Sm	ali Caliber
D Unknown [2] Other., N/A	Others, R	002				н				C 13. Lug C Other	
TO LOCATION OF ENTRY	11. PROPERTY TY	'PE					77, WE			NVA	
	S Currency Jewelry		75	EVIDENCE				Hanus / Feel Pocket Knile			d Hame / Caliber
	Country Country	prnent		D Bloodstain				Machola Handgun		79 DOCUMEN	n'
71, LOCATION OF EXIT		Radlos, Camera	es, Elc.	E Fingerprin	13			Shotgun Rifia		Scotlabad	Chesk 110, 0376_
H S E W Unk	C) Household C) Other. Co			Unknown O Unknown				Rock; Bollia NVA		\$4.59,099,0	o., 85012, Amouol 20, Datede, NR2(13,
REPORTING OFFICEN HAVE & BARGE	10 17	IIP ID OF L	GORD	S-BURE/	vi)		12 <u>0</u>	Other.	IG OFFICER I		
I. Comeira, SGT. #3070	V.	AY 245	28/37	PETRATOR D	WITHERS			and the second s	eiro, SGT	a turning and	Ruca
SECOID OFFICER HAVE & BADGE HO	<u>. </u>	AT AL 2 KUN	mol No	RECOLUZIONS	FOX LOW-UP	1,000,000		63, REVIEWE	UTAISIE		
<u></u>		Ka I Co								Blumberg No. 5116	Exh

BB DESCRIPTION O	THE SUSPECTOS	3)	antion and its second			Arreated	1 - 3	4	100. SOLVABILITY FAC	TORS
BB DESCRIPTION O	- THE SOONE OILE	1				Ancard	-		as No Unk	
Martanal Dam	and #7 Could	Gat	o C's	ted, DOB=22JAN6	POB=Jo	ordan		Ø	g D 01 Can suspective	moodblo7
(1) Waleed Hat	100, #7 SOUL	1 Gat		ted, bob acornito,					A D PIR Westward	floore martind?
Namo, Address	, Phone No.					B=Kuw	51F			1010000,487
(2) Muffeed Ha	med, #66 Ell2		(etrea	t, C'sted, DOB≃010				I r	08 DOA, Whis an orrest n	nocio7
Name, Address	, Phone No.							15	S C Consuspedible S C Consuspedible	Nontier(7
(3)									🕅 🗂 🗍 09. Consuspectibe	describod?
Nonie, Address	, Phone No.							- 1 8	S D D 10. Can suspect to D D S 11. Is suspect relate	tion/clim?
(4)									C C S II. baspocheste C C II. Vosteroawa	nest?
Nama, Address	, Phone No.			and the second se				1		
87. SEX	92.HEIGHT			95, HAIR	08,	SUSPECT	BEHAVIOR		101, RECOMMENDED ACTION UNDER SOLVABUTY FACT	
Miste	000001. Ov	er 6'3".		a par ci ci 01, Bald Head			real of Boolly Harm real of Property Locs	s T	Folow Up B/.	
0 0 0 0 0 02 Ferrielo		" = 6'3" " - 8'0"		0 0 0 0 02 Back	~ 00	C C CA THE	dia Indedito Val	fin r	O O O O O1. Investigation	n
60, FACE	00004, 5'6'	- 5'9"		1 C C C 04. Boxa			I Considerable Teld	10 Eu	0 0 0 0 0 02, Juvenile 0 0 0 0 03, I.A.V.	
m m m n 02, B8a0k	000005.53	" - 5'8"	C	0 0 0 0 06 Gray or Partal G	" <u> </u>	0 0 08, Ac	ed Nervous or Each	bef		
	000008, 5'0'	der 5'0"		1 CT CT CT. Sandy		0 0 07. AC	ter) Calm or Delbon Iguised or Masked			
DDDD04, Otlantal DDD028, Hispanic	93, EYES (Color)			1 C1 C1 C1 C8. White		n n 08.Us	ad Lubricant	(
ISA SEI D D COL UNKNOWN	DODD 01. Bax	x	0	10. Unknown		0 0 10.M	actions Destruction		Outside Agency	I
0 0 0 0 07, Other	0000 02 But	3		96. HAIR STYLE	00		ed Tools Found al ! 9 Drank on Premise		0 0 0 0 07, F,B.I.	
09, AGE	0000 04, Gra		C		00	0 0 12 0	sected		0 0 0 0 0 08, Postal Insp 0 0 0 0 09 Mental Her	incioi Allh
annn 02, 18-25	MODO OS Gro	้อา	n n	n m m m to tiz Lona Strakht	n n	O O 14 Pc	trained		OOO 10 10 Coast Gus	rd
nnnn 01. 28-35	0 12 0 0 08. Haz	al .		D D D D 00. Long Curly	00		her Threat of Prope	INY LOSS	0 0 0 0 11. Nercolics 0 0 0 0 12. Sodal Wel	la ca
C 19 C C C 4. 35-50 EL C C C C 4. C 40750			r	nnn 04. StolCutv	00				0 0 0 0 12 Socar War	
90, BUILD	OR UH	novin	0	1 CI CI 06, Recording						
0 0 0 0 01, Short	94, FACIAL HAIR			000007, Toupes 000004. Ws	P9. N	odus operv	WDI OF SUSPEC	т		
Medura D D D D2. Medura	A B D D 01. Mat	ache 🔄	- 1	A DAL CI CI 09. Batd, w/Frings	00	0 0 01. B	und Comp.V/cfm		102, CASE STATUS	
C C C C C Muscular			C	0 0 0 10 10 Lods	00		sed Noto astitution involved		D 01. Unfounded	
0, , , , , , , , , , , , , , , , ,	DDDD04, Heav	N Eyebo	24/5	87. VOCAL IDENTITY	0.0	C C 04. U	sed Lookau		D 02, Closed/Arrest D 03, Exception/Cleared	
	000000000	Shover	1	g C C C D1, Foreign		C D CA	miogetic ada Carta ma		04 Suspended	
01, CLOTHING 000001.Hal			1	0 0 0 0 02, Southern		007 8	ex Acts involved		M 05, Open	
				a a a a o o, Fast clipped a a a a a a o o o o o o o o o o o o o		n n oa U	sed Siden Vehide		D 05, Closed	
COCOC CO. Shit Bo	rð.		1	n n n n 05. Slutted		00005	sed Control/Control	vame	103. DISPATCH TIME	11:00
000004, Trousers,					0.0	n n 11. U	sed Other Farmar I	Name	ARRIVAL TIME	
	100			D D D 07. Deep Plich		0 0 12 0	ther Fraud		DEPARTURE TIME	13:50
CODO 05, Shoes										
4. CODE: V . Victim	O - Owner P - P.	arenVG	nélbreù	R - Reporting Preson CP	. Child Presen	W. Willie	59			
NAME(S		ODE		RESIDENCE ADDRES	S	RES.	PHONE		ENDUSCHIPHONE	
aher F. Yusuf	R	#	306A J	ludith's Fancy		(340) 718	-9328	(340)	690-9396	
athi Yusuf	0	H	92 A&I	3 La Grande Princes	8					
And the second										

105, NARRATIVE:

Yusuf Yusuf

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."

#92 CD La Grande Princess

W

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

NAREATIVE CONTINUED

Page 2 of <u>1</u> CR # 13 A 04408

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

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

Request case open, until further development.

14

M. Cornelro, SGT. #3070

V.I.P.D. PECORDS BUREAU

MAY 2 2 2013



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

STATEMENT - COVER SHEET

 DATE:
 17 MA413
 TIME:
 113-0
 PLACE:
 DSMLAR
 10145571647700

 FULL NAME:
 MAHER
 445416
 D.O.B.:
 4/28/67
 P.O.B.
 SORAD

 HOME ADDRESS:
 306A
 SHB17H'S FADC.4
 PHONE:
 (340)
 718-9328'

 MAILING ADDRESS:
 BOX
 908
 C'STEB
 00821
 S.S.H:

 EMPLOYMENT:
 DIRECTOR
 OF
 PLESSED EDTER PRISES [NC , PHONE:
 (340)
 690-9396

 RECORDED BY:
 SGT, MARK'A
 CORDENT:
 SUBJECT:
 EMESTER PRISES
 B4

 STATEMENT NARRATIVE
 FIDICIH AZIRIS

THIS IS AN INTERDIEN IN REFERENCE TO SCOTIABANK ACCOUNT NO. 4.5012, CHECK NO. 0376, BELONGING TO PLESSES ENTER PRISES, INC., MANE PAYABLE TO INALEED HAMED, IN THE AMOUNT OF \$ 460,00000 MATRES 3/27/13 AND STONED BY WALKED HAVED AND MUFFEED HAMED, THIS STATEMENT IS GIVEN BY MR. MAHER YUSAIF AND RECORDED BY SOF. MARK A. CORNEND.

Q) CAJ YOU TELL ME WHYT OCCURRED?

AND 119 BREATHER, YUSHE YUSHE PRAN PROPERTY TAY FOX PRESSEN ENTERPRISE, INC WITH HIS CREDIT CARD, HE WAS GEINE TO REIMEMPSE HIS CLEDIT CARD WITH FUNDS FROM ENTERPRISE, WC. HE USED A OHECK FROM THE PIESSED CALLPANT WHEN THE BRINK CALLED AND NOTIFIED MY FATTHER, FATHI YUSUF THAT THERE WAS INSUFFECTENT FUNDS IN THE ACCOUNT TO COVER THE CARECK, WE WOULDED WHAY RECAUSE WE THOUGHT IT SHOULD HAVE FOUTIGHT TO COTHER THE CHEEK IN THE ACCESSINT, THE BANK REPRESENTATIVE TOLD US SEMEONE WITH DREAD \$460,00000 ANDING-FROM THE ACCORD TAND THAT WE NEEDED 70 Cours 37 SIGNATURE: Josef - 107 WITNESS: The Ch

INSL JAR INVESTIGATION BUI AU

STATEMENT ~ CONTINUATION SHEET

CR# 13,904488 PAGE 2 OF 3

AND MONEY TO CODER THE CHECK, SO THAT IT WOULD NOT BE RETURDED, WE BRONCHT MENEY FROM ANOTHER CONPANY AND DEPOSITED IN THE ACCORNE, SO THE THE CHECK COMED CLEAR, WE GOT COPY OF THE PARTE AND FRONT OF THE CHECK ADD DOTICED THE CHECK WAS SHONED BY WALEAS HAMED AND MURPERS HAMEN, THE CHECK WAS DERIGTED IN WALFED HAMES PERSONNEL ACCORDED. WITO IS IN THE BOTHLD FOR PLESSIES ESCHAGE INC. ANS) MOHAMAN HAMEN PRESIDENT, WHILEED HAMEN - UICE -PRESIDENT, EATHY YUSOF = SECRETARY TREASURED AND I AM DIRECTOR HOW MANY STON ATURES ARE RECUMENED TO STON THE CREEK? AND TWO SIGNATURIES WHO IS MITHORIZED TO SEEN THE OFFECKS? 15) INTTIADY WHEN ONE BIGNATURE WAS REQUIRED, WHICH WHERE MUSELF, MY FRYMER AND WALLED HAMED. HOWENER, IT HAS BEEN UP DATES AND I DO NOT PECAM with 15 ANTEMORIZED, WE HAD A VERGAL AGREEMED THAT ONE PERSON FROM THE MAMED AND ONE PERSON FROM THE UNSAIF WOULD SIGN THE CHEEK.

AS THE FOLNOWS THAT WERE IN THE PLESSES ESTECTIVESE,

AJS) THE FUNDS WERE STRICTLY TO COVER ERPEDSE SIGNATURE: May WITNESS: Mar Company

120-YY-00541

---- INSL JAK INVESTIGATION BUI AU CR# 13/04488 PAGE 3 OF 3 STATEMENT - CLOSING SHEET ANS) FROM THE COMPANY. (2) BID WALCO HAMED OR ANY MEMBER OF THE HAMED FAMILY WFOR MED YOU OR MUT MENDER OF THE YUSUE PALARY TANT THEY WERE GOING TO REMOVE \$ 460,0000 FROM THE Accourt AKS) NO HOW MUCH SHARES IN THE COMPANY BOTH FRANKY HAVE? HID STOR EACH Q) WAS ANY MINITES RECORDED OF THE PURPOSE OF THE. WITHERAWAL OF THE \$ 460,00000 AB NO 2) BID WITHEED HAMED HAD AUTHORIZATION TO WITHDARD THE MONEY? AUSS NO CAN YOU POSITIVEY NEW THEY WALLERED HALFEDS? Nos HES bo you what to AND BUT THEAS ELSE? os WE NEVER DESTABLIE FRANKS FRAM THAT COMPANY, E 115) 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 KNOWLEDEGE. SIGNATURE: _____ DATE: 5/17/13 WITNESS: Jouch & Caro Sur

120-YY-00542

INU YOU'L ハイドレ てい ~~

11



1) MPARTMENT OF JUSTICE OFFICE OF THE ATTORNEY GENERAL

144414333091433033333434304 11214430544222311193401 57.9316325435344, C.S. VIRON 131.25036 00402 (5110) 774-01001 14535 (240) 77(50491) 46040 ESTATIO (AARTIN COARTS) TREATOR OPSTRUCTION DI DIVINO (1041520 ANSTRUCTIO, 57, ORDER, VI 00820 (1440) 770-0240 PASS (440) 770-0240

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 <u>criminal investigation</u>, by the People of the Virgin Islands.

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

An Article And Art

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 Oclober 2012 to present.

Exhibit. 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.B

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

RETURN OF SERVICE

I HEREBY CERTIFY that I received the SUBPOENA - DUCES TECUM attached hereto on the <u>2017</u> day of <u>1017</u>, 2013, and that thereafter on the <u>2151</u> day of <u>2013</u>, I served the same on <u>1017</u>, <u>1017</u>, by showing him/her this original and then by delivering to him/her a copy.

Officer's Signature

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

)

MOHAMMAD HAMED By His Authorized Agent WALEED HAMED

Plaintiff,) v.)	CIVIL NO. SX-12-CV-370
FATHI YUSUF AND UNITED CORPORATION)	ACTION FOR DAMAGES
Defendant.	DECLARATORY RELIEF

AFFIDAVIT OF WALEED HAMED A/K/A WALLY HAMED

Waleed Hamed, a/k/a Wally Hamed, duly swom, hereby avers as follows:

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

EXIIIBIT



Affidavit of Waleed Hamed Page 2

- 8. United owns additional assets other than the three Plaza supermarkets that my father does not have an interest in.
- 9. The bank accounts for the three Plaza Extra supermarkets, placed in the name of United, have always been accessible equally to my father and Fathi Yusuf, with the parties agreeing in 2010 that one family member from each of the Hamed and Yusuf familles 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:	04xxxxxxxxxxx
Payroll Acct:	04xxxxxxxxxx
Telecheck Acct:	04xxxxxxx
Credit Card Acct:	1xxxxxxx

Bank of Nova Scotla (BNS) Bank of Nova Scotla (BNS) Bank of Nova Scotla (BNS) Banco Popular

St. Croix Plaza Extra - WEST

Operating Acct:	19xxxxxxx
Credit Card Acct:	19xxxxxxx
TeleCheck Acct:	05,000000000000000000000000000000000000

Banco Popular Banco Popular Bank of Nova Scotia (BNS)

St. Croix Plaza Extra – EAST

Operating Acct:	19
Credit Cart Acct:	19
Telecheck Acct	58

 19хххххх
 Ва

 19хххххх
 Ва

 58хххххх
 Ва

Banco Popular Banco Popular Bank of Nova Scolia (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 profils from the Plaza Extra stores have always been held in banking and brokerage accounts completely separate from the profils of United's other unrelated businesses, even though the banking and brokerage accounts holding the profils from the Hamed and Yusuf partnership are in United's name as well. The current brokerage accounts holding these profits, well in excess of several million dollars, are:

Popular Securities PSx-xxxx22 PSx-xxxx63

Affidavit of Waleed Hamod Page 3

> PSx-xxxx60 PSx-xxxx79 PSx-xxxx01 PSx-xxxx10 PSx-xxxx28 PSx-xxxx36

<u>Merrill Lynch</u> 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 altorney, 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

3

Affidavit of Wateed Hamed Page 4

WHEREAS, the Partners have shared profile, losses, deductions, credits, and cash of the Partnership;

WHEREAS, the Pariners have certain rights and responsibilities under the Virgin Islands Revised Uniform-Partnership Act ("Act") governing dissolution of partnerships, and hereby desire to vary or confirm by the terms of this Agreement;

That document then described the partnership assets as follows:

Section 1.1: Assets of the Partnership

1. PLAZA EXTRA EAST- Estate Sion Farm. St. Croix

2. PLAZA EXTRÄ 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 almed at undermining Hamed's partnership interest in the three stores.
 - d) Threatening to close down the Plaza Supermarkets;
 - e) Threatening the Hamed family members working in the Plaza supermarkets with physical harm, trying to intimidate them into leaving the stores;
 - f) Unlaterally canceling orders placed with vendors and not ordering new inventory for the three Plaza supermarkets;

Affidavit of Waleed Hamod Page 5

- g) Giving false information to third parties, including suppliers of the three Plaza Supermarkets, regarding its future operations, jeopardizing the good will of the Three Plaza supermarkets; and
- h) Spending funds from the bank accounts of the three Plaza supermarkets to support his other personal business interests unrelated to the three Plaza supermarkets,
- 19. Finally, on or about August 20, 2012, Falhl Yusuf Indicated he wanted to withdraw \$2.7 million from the partnership, which my father (through me) refused to agree to. See Exhibit D. Thereafter, Yusuf unilaterally and wrongfully converted \$2.7 million from the Plaza Extra supermarket accounts used to operate the partnership's three stores, placing the funds in a separate United account controlled only by him. Said conversion was a willful and wanton breach of the partnership agreement between my father and Mr. Yusuf. See Exhibit E.
- 20. Despite repeated demands, 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 Harned 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 5

FOR PUBLICATION

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

MOHAMMED HAMED by his authorized agent) WALEED HAMED,) Plaintiff ?	CIVIL NO. SX-12-CV-370
v. FATHI YUSUF, and UNITED CORPORATON, Defendants	ACTION FOR DAMAGES; PRELIMINARY AND PERMANENT INJUNCTION; DECLARATORY RELIEF
	JURY TRIAL DEMANDED

ORDER

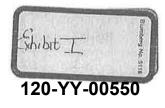
The Court having issued its Memorandum Opinion of this date, it is hereby

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



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

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

ORDERED that Plaintiff shall forthwith file a bond in the amount of Twenty-Five Thousand Dollars (\$25,000.00) with the Clerk of the Court, and shall-provide-notice-of-theposting 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:

VENETIAN, VELASQUEZ Clerk of the Cour By: Chief Deputy Clerk

IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS

DIVISION OF ST. CROIX

PEOPLE OF THE VIRGI	N ISLANDS,	CRIMINAL NO. SX-15-CR-352
	Plaintiff,	SX-15-CR-353 CHARGE(s):
V5,)))	EMBEZZLEMENT BY FIDUCIARIES/PRINCIPALS 14 V.I.C. §1091 & 1094(a)(2)& 11(a)
WALEED HAMED, MUFEED HAMED,)	GRAND LARCENY 14 V.I.C. §1083(1) & 11(a)
) Defendants,)	

TO: **JEFFREY MOORHEAD** 1132 (48) KING STREET STE. 3 Christiansted, St. Croix U. S. Virgin Islands 00820 GORDON RHEA PO BOX 307607 ST THOMAS VI 00803

RESPONSE TO DISCOVERY REQUEST

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

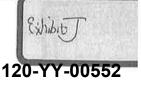
Specifically, the People have attached hereto copies of the following for the two case named above:

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

PURSUANT TO RULE 16(A)(1)(E) YOU MAY INSPECT AND COPY OR PHOTOGRAPH ANY TANGIBLE OBJECTS THE PEOPLE HAS IN ITS POSSESSION REFERENCE TO THIS CASE. PLEASE NOTE THAT THERE IS PHOTOGRAPHIC EVIDENCE AVAILABLE FOR VIEWING. OUR OFFICE HOURS ARE 8:00 A.M., TO 5:00 P.M. MONDAY THROUGH FRIDAY, EXCEPT HOLIDAYS. PLEASE CALL 773-0295 FOR AN APPOINTMENT.

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

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



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

of Discovery. Demand is hereby made that the 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 become available.

BY

DATED: 04/01/16

Respectfully submitted, CLAUDE WALKER ATTORNEY GENERAL

KIPPY G. KOBERSON ASSISTANT ATTORNEY GENERAL Department Of Justice 6040 Castle Coakley, Christiansted St. Croix, Virgin Islands 00820 Tel. (340) 773-0295

CERTIFICATE OF SERVICE

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

TO: JEFFREY MOORHEAD 1132 (48) KING STREET STE. 3 Christiansted, St. Croix U. S. Virgin Islands 00820

GORDON RHEA

PO BOX 307607 ST THOMAS VI 00803

By electronic filing to <u>grhea@rpwb.com</u> 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:

Name of Attorney	Type of Service	Dated Emailed
Mark W. Eckard, Esq.	Email/U.S. Mail	June 5, 2017
Jeffrey B.C. Moorhead, Esq.	Email/U.S. Mail	June 5, 2017

Dated: June 5, 2017

Signature of Counsel

R:\DOCS\6254\4\PLDG\17B0478.DOCX

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

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

Nominal Defendant.)

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

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

DUDLEY, TOPPER DATED:

AND FEUERZEIG, LLP 1000 Frederiksberg Gade P.O. Box 756 St. Thomas, U.S. V.I. 00804-0756 (340) 774-4422 June 5, 2017

By:

Charlotte K. Perrell, (V.I. Bar #1281) Law House 1000 Frederiksberg Gade - P.O. Box 756 St. Thomas, VI 00804-0756 Telephone: (340) 774-4422 Facsimile: (340) 715-4400 E-Mail: <u>cperrell@dtflaw.com</u>

Attorneys for Plaintiffs

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

CERTIFICATE OF SERVICE

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

Mark W. Eckard, Esq. **HAMM & ECKARD, LLP** 5030 Anchor Way – Suite 13 Christiansted, St. Croix U.S. Virgin Islands 00820-4692 E-Mail: meckard@hammneckard.com Jeffrey B.C. Moorhead, Esq. C.R.T. Building 1132 King Street Christiansted, St. Croix U.S. Virgin Islands 00820 E-Mail: jeffreymlaw@yahoo.com

THAMPON

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

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