

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

**HISHAM HAMED, individually, and
derivatively, on behalf of SIXTEEN PLUS
CORPORATION,**

Plaintiff,

v.

**FATHI YUSUF, ISAM YOUSUF and
JAMIL YOUSEF**

Defendants,

and

SIXTEEN PLUS CORPORATION,

a nominal Defendant.

Case No.: 2016-SX-CV-650

**DERIVATIVE SHAREHOLDER
SUIT, ACTION FOR DAMAGES
AND CICO RELIEF**

JURY TRIAL DEMANDED

**PLAINTIFF HISHAM HAMED'S FIRST REQUEST
FOR INTERROGATORIES TO DEFENDANT JAMIL YOUSEF**

Plaintiff Hisham Hamed, by counsel, propounds the following first request for interrogatories pursuant to V.I. R. Civ. P. 33 of the *Virgin Islands Rules of Civil Procedure* on Defendant Jamil Yousef.

INSTRUCTIONS

If any of the following Interrogatories cannot be answered in full, please answer to the extent possible, specify the reason for your inability to answer the remainder and state whatever information or knowledge you have concerning the unanswered portion. Where your investigation is incomplete, give all information known as of the date of signing your answer. Where exact data is unavailable, supply estimated data, indicate that you have done so, and explain the basis on which the estimate was made.

If you decline to answer any interrogatory, or portion of any interrogatory, on a claim of privilege or other basis for withholding an answer, such as the work product doctrine, state each privilege or other basis for withholding claimed and describe in detail all foundational facts upon which you base such claim of privilege or basis for withholding.

It is requested that all copies of all documents identified in response be attached to the answers to the responses to these Interrogatories as an exhibit. Please take notice that these Interrogatories are deemed to be continuing up to and including the first day of trial of this action. If at any time, you or any person acting on your behalf obtains additional information called for by these Interrogatories between the time of your response and the time set for trial, please serve supplemental sworn answers setting forth such information.

The words "**and**," as well as "**or**," shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the specifications all responses which might otherwise be construed to be outside its scope.

Terms in the plural include the singular and terms in the singular include the plural; the use of one gender shall include all others as appropriate in the context.

These interrogatories are continuing in nature so as to require **you, the Defendant**, to file supplemental answers if any additional or different information responsive to these interrogatories is discovered or obtained subsequent to the filing of answers to these interrogatories.

TERMS AND MEANINGS

The terms used in this Discovery have the following meaning:

As used herein, the term "document(s)" is used in its broadest sense to include, by way of illustration only and not by way of limitation, all originals and non-identical

copies of any writing or any other tangible thing or data compilation in the custody, possession or control of the Defendant - whether printed, typed, reproduced by any process, written or produced by hand, including any graphic matter however produced or reproduced, or produced by any other mechanical means and all data, either electronic, magnetic, chemical, mechanical, or other form of data storage capable of being transformed into written or oral matter, including, but not limited to, CD-ROMs, DVDs, computer disks, Hard-drive computer storage mediums - including e-mails, letters, affidavits, filings, engineering studies and for tests, reports, agreements, communications, correspondence, permits, accounting records, business records, contracts, letters of agreements, telegrams, mailgrams, memoranda, summaries and/or records of personnel or telephone conversations, diaries, calendars, forecasts, photographs, tape recordings, facsimiles, models, statistical statements, graphs, charts, plans, drawings, service and/or pump data, logs, minutes or records of meetings, minutes or records of conferences, reports and /or summaries of interviews, reports, conversations, summaries of investigations, opinions or reports of consultants, topographical or geological maps or surveys, appraisals, records, reports or summaries of negotiations, drafts of any document, revisions of drafts of any document, purchase orders, invoices, receipts, original or preliminary notes, financial statements, accounting work papers, promissory notes, film, microfilm, microfiche, punch cards, slides, pictures, videotapes, moving pictures, computer programs, laboratory results, magnetic tapes or any other matter which is capable of being read, heard or seen with or without mechanical or electronic assistance.

"Communication" means any correspondence, contact, discussion, exchange, contract, or agreement between any two or more persons. Without limiting the foregoing, "communication" includes all documents, as defined above, telephone conversations, internet communications, e-mail, facsimile transmissions, voice mail, face-to-face conversations, meetings, and conferences.

"Manal Mohammad Yousef's loan to Sixteen Plus" refers to the Promissory Note attached as **Exhibit 1**.

"Sixteen Plus" means Sixteen Plus Corporation.

"Jamil Yousef" shall also refer to "Jamil Yousuf" as well, as this Defendant has indicated his name has been misspelled in the First Amended Complaint, which will be corrected by amendment shortly.

INTERROGATORIES

Interrogatory 1:

Please state your full name, including all spellings you have used, any nicknames, date of birth and every address where you have resided since January of 2008.

Response:

Interrogatory 2:

Please state the name and address of each place you have worked or been self-employed between 2008 and 2017 and for each such place, please state:

- a) Your job title(s) or position(s)
- b) Your rate(s) of pay
- c) The time you started and the time you left each such job

Response:

Interrogatory 3:

Regarding any communications you have had with Fathi Yusuf from 2008 to present that you can recall regarding any matters related to Manal Yousef, Sixteen Plus, or anything to do with the Manal Yousef's loan to Sixteen Plus, please state:

- a) The date and place of each such communication;
- b) The specifics, and if specifics are not recalled, the general nature or gist of each conversation; and
- c) For each such communication, state where you were located when it occurred.

Response:

Interrogatory 4:

Regarding any communications you have had with Manal Mohammad Yousef from 2008 to present that you can recall regarding any matters related to Fathi Yusuf, Sixteen Plus, or anything to do with Manal Mohammad Yousef's loan to Sixteen Plus, please state:

- a) The date and place of each such communication;
- b) The specifics, and if specifics are not recalled, the general nature or gist of each conversation; and
- c) For each such communication, state where you were located when it occurred.

Response:

Interrogatory 5:

Please state all residential addresses you or Isam Yousuf physically resided at for more than 1 month from 1990 to present, including the dates resided at each location.

Response:

Interrogatory 6:

Please state all residential addresses you know or believe Manal Mohammad Yousef physically resided at for more than 1 month from 1990 to present, including the dates she resided at each location.

Response:

Interrogatory 7:

Regarding the Power of Attorney ("POA") attached as **Exhibit 2**, please state:

- a) What, if anything, did you do to assist in having this POA signed by Manal Mohammad Yousef; and
- b) What, if anything, did Fathi Yusuf or Isam Yousuf tell you about this POA.

Response:

Interrogatory 8:

Did you ever come into possession of the summons issued to Manal Mohammad

Yousef attached as **Exhibit 3**? If so, please state:

- a) What you did once you received it?
- b) The name and address of anyone you discussed the summon with?
- c) Who you sent copies of the summons to, if anyone?
- d) Whether you ever told Manal Mohammad Yousef about the summons.

Response:

Interrogatory 9:

Regarding any communications you have had with any lawyers in St, Martin, including the lawyer who sent the letter attached as **Exhibit 4**, from 2012 to present that you can recall related to any discussions involving Sixteen Plus, Manal Mohammed Yousef or anything to do with the Manal Yousef's loan to Sixteen Plus, please state:

- a) The date and place of each such communication;
- b) The specifics, and if specifics are not recalled, the general nature or gist of each conversation; and
- c) For each such communication, state where you were located when it occurred.

Response:

Interrogatory 10:

Regarding any communications you have had with any lawyers in the Virgin Islands, including Nizar DeWood, Greg Hodges, Stefan Herpel and Kye Walker from 2014 to present that you can recall related to any discussions involving Sixteen Plus, Manal Mohammed Yousef or anything to do with Manal Yousef's loan to Sixteen Plus, please state:

- a) The date and place of each such communication;
- b) The specifics, and if specifics are not recalled, the general nature or gist of each conversation; and
- c) For each such communication, state where you were located when it occurred.

Response:

Interrogatory 11:

Regarding **Exhibit 5** attached, please state:

- a) Who prepared this document;
- b) Who asked you to sign this document; and
- c) Had you spoken to Manal Mohammad Yousef at any time after the date of the summons identified as **Exhibit 3** (April 5, 2016) before signing **Exhibit 5** on May 3, 2017?

Response:

Interrogatory 12:

Regarding 25 Gold Finch Road, Pointe Blanche Sint Maartin, please state:

- a) Who resides at this address?
- b) If you have not lived at this address since 2015, how did you learn about this lawsuit?
- c) If you have not lived at this address since 2015, how did you learn about the lawsuit that Sixteen Plus filed against Manal Mohammad Yousef?

Response:

VERIFICATION

I hereby certify under penalty of perjury that the facts contained in each of the foregoing responses to interrogatories are true and correct to the best of my knowledge, information and belief.

Dated: _____
_____ Jamil Yousef

TERRITORY OF THE UNITED STATES VIRGIN ISLANDS)
DISTRICT OF _____) ss.
_____)

On this, the ____ day of _____, 2017, before me, the undersigned officer, personally appeared Jamil Yousef, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document and acknowledged that he/she executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

Dated: June 15, 2017



Joel H. Holt, Esq. (Bar # 6)
Counsel for Plaintiffs
Law Offices of Joel H. Holt
2132 Company Street,
Christiansted, VI 00820
Email: holtvi@aol.com
Tele: (340) 773-8709
Fax: (340) 773-8677

Carl J. Hartmann III, Esq.
Co-Counsel for Defendants
5000 Estate Coakley Bay, L-6
Christiansted, VI 00820
Email: carl@carlhartmann.com

CERTIFICATE OF SERVICE

I hereby certify that this document complies with the page or word limitation set forth in Rule 6-1(e) and that on this June 15, 2017, I served a copy of the foregoing by email, as agreed by the parties, as well as a copy mailed to James Hymes at the address below, on:

Greg Hodges, Esq.
Stefan Herpel, Esq.
Lisa Komives, Esq.
Law House, 10000 Frederiksberg Gade
P.O. Box 756
St. Thomas, VI 00804-0756
Tel: (340) 774-4422
ghodges@dtflaw.com
sherpel@dtflaw.com
lkomives@dtflaw.com

James L. Hymes, III, Esq.
P.O. Box 990
St. Thomas, VI 00804-0990
Tel: (340) 776-3470
jim@hymeslawvi.com

Kevin A. Rames, Esq.
2111 Company Street, Suite 3
Christiansted, VI 00820
Tel: (340) 773-7284
kevin.rames@rameslaw.com

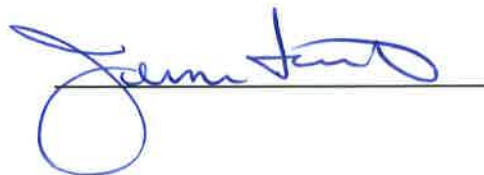


EXHIBIT 1

\$4,500,000

September 15, 1997
St. Croix, U.S.V.I.

PROMISSORY NOTE

FOR VALUE RECEIVED, Sixteen Plus Corporation ("Maker") promises to pay to the order of Manal Mohamad Yousef ("Holder") of 25 Gold Finch Road Pointe Blanche, St. Martin, N.A.;, or such other place as Holder may designate to Maker in writing from time to time, the principal sum of Four Million, Five Hundred Thousand Dollars (\$4,500,000) together with interest at 8% per annum in lawful money of the United States of America.

Such indebtedness shall be paid as follows:

Payments of interest only (\$360,000 per year) will be made on the anniversary of the date of this note for five years, with payment of the full principal due five years from the date of this note.

This Note is secured by a first priority mortgage ("Mortgage"), dated of even date, in favor of the Holder encumbering certain real property known as:

SEE EXHIBIT A

In further consideration for this loan, Maker agrees to pay to Holder 20% of the net profit received from the sale of the property described in Exhibit A at the time of sale.

Maker shall pay to holder a late charge in the event that any installment is not received by the Holder on the date that it is due. The late charge shall be computed as follows:

Principal Balance		then applicable		number of days
Outstanding on Note	x	prime rate of	x	between date
		<u>interest plus 1/2%</u>		installment due
				and date
	365			installment
				received.

All payments received by Holder shall be applied as follows: first, to any unpaid late fees, costs and expenses; second, to any unpaid accrued interest; and finally, the balance, if any, to principal.

This Note may be prepaid in whole or in part at any time without penalty or premium. Partial prepayments shall be applied as set forth herein and shall not cause a change in the due date or amount of the installments unless otherwise agreed by the Holder in writing.

It is hereby expressly agreed that should any default be made in the payment of principal and interest as stipulated above, and if such monetary default remains uncured for a period of fifteen (15) days, or if there is any default in any of the terms and conditions of the Mortgage, subject to the Notice provision, if any, in said instrument, then a default shall exist hereunder, and in such event the principal indebtedness evidenced hereby, and any other sums advanced or



295-1413

due hereunder or under the Mortgage, at the option of the Holder without notice or demand, at once become due and payable and may be collected forthwith, and the entire unpaid principal balance of this Note shall thereafter bear interest at a per annum rate equal to eighteen percent (18.0%) per annum simple interest. A default shall be cured hereunder only upon the occurrence of the following:

- Payment of the sum and/or performance of the obligation which was the basis of the default; and
- Payment of all sums (including late fees and subsequent installments) and/or performance of all obligations which have become due hereunder as of the date of cure.

In the event this Note, or any part thereof, is collected by or through an attorney-at-law, Maker agrees to pay all costs of collection including, but not limited to, attorney's fees and court costs. Any notice sent in connection with this Note shall be sent in compliance with the notice provisions contained in the Mortgage.

Presentment for payment, demand, protest, notice of demand, protest and non-payment are hereby waived by Maker.

This Note is intended as a contract under and shall be construed, interpreted, and enforceable in accordance with the laws of the United States Virgin Islands.

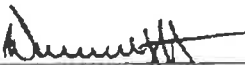
As used herein, the terms "Maker" and "Holder" shall be deemed to include their respective heirs, successors, legal representatives and assigns, whether by voluntary actions of the parties or by operation of law. In the event that more than one person, firm or entity is a Maker hereunder, then all references to "Maker" shall be deemed to refer equally to each of said persons, firms, or entities, all of whom shall be jointly and severally liable for all of the obligations of Maker hereunder.

IN WITNESS WHEREOF, Maker has caused this Note to be executed by its duly authorized officer effective the date first above written.

DATED: 9/15/97

MAKER:

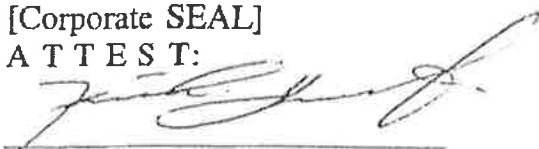
SIXTEEN PLUS CORPORATION



Waleed Hamed, President

[Corporate SEAL]

A T T E S T:



Fathi Yusuf, Secretary

EXHIBIT A

1. Parcel No. 8, Estate Cane Garden, of approximately 2.6171 U.S. Acres.
2. Remainder No. 46A, Estate Cane Garden, of approximately 7.6460 U.S. Acres.
3. Parcel No. 10, Estate Cane Garden, of approximately 2.0867 U.S. Acres.
4. Road Plot No. 11, Estate Cane Garden, of approximately 0.0868 U.S. Acres.
5. Parcel No. 11, Estate Retreat, Matr. No. 37B of Company Quarter and Peter's Minde, Matr. No. 37A and 37BA, Company Quarter, and No. 54 Queen's Quarter all of approximately 42.3095 U.S. Acres.
6. Remainder Matr. 32B, Estate Cane Garden of approximately 48.5175 U.S. Acres.
7. Parcel No. 9 Estate Cane Garden, of approximately 11.9965 U.S. Acres.
8. Remainder Matr. 32A, Estate Granard, of approximately 41.0736, U.S. Acres.
9. Parcel No. 40, Estate Granard of approximately 14.9507 U.S. Acres.
10. Remainder Matr. No. 31, Estate Diamond, of approximately 74.4220 U.S. Acres.
11. Parcel No. 4, Estate Diamond, of approximately 5.8662 U.S. Acres.
12. Parcel No. 1, Estate Diamond, of approximately 61.2358 U.S. Acres.
13. Parcel No. 3, Estate Diamond, of approximately 6.9368 U.S. Acres.
14. Parcel No. 2, Estate Diamond, of approximately 6.5484 U.S. Acres.
15. Road Plot No. 12, Estate Cane Garden, of approximately 0.4252 U.S. Acres.
16. Road Plot No. 41, Estate Granard, of approximately 0.4255 U.S. Acres.
17. Road Plot No. 6, Estate Diamond, of approximately 0.8510 U.S. Acres.

MA

EXHIBIT 2

REAL ESTATE POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that I, Manal Mohamad Yousef, of 25 Gold Finch Road, Pointe Blanche, St. Martin, N.A., have made, constituted and appointed and by these presents do make, constitute and appoint Fathi Yusuf, of P. O. Box 503358, St. Thomas, VI 00804, my true and lawful attorney ["Attorney"], for me and in my name, place and stead, and on my behalf, and ~~for~~ my use and benefit:

To do and perform all and every act and thing whatsoever requisite and necessary to be done in relation to my interest as a Mortgagee/Lender in the real property located on St. Croix, U.S. Virgin Islands, the legal description of which is attached hereto as Exhibit A.

Said acts and things include, but are not limited to all of those powers enumerated in Title 15, Virgin Islands Code, Uniform Power of Attorney Act § 5-604, the execution and delivery of any and all documents such as a Release, Ratification, Assignment, Closing Statement, contracts, affidavits, and any other documents necessary to do all acts related to my interest in said property, including prosecuting foreclosure in my name, as I might or could do if personally present, with full power of substitution and revocation, hereby ratifying all that my said attorney shall lawfully do or cause to be done by virtue thereof.

The rights, powers and authority of said attorney-in-fact granted in this instrument shall commence upon the date of execution of this instrument and shall be in and remain in full force and effect until terminated by me in writing and filed in the Recorder of Deeds office wherein said property is situated. I hereby agree to release, indemnify, defend and hold my attorney-in-fact harmless for all claims arising by reason of his acts he so performs in accordance with this instrument and the law.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 2010.

WITNESSETH:

[Signature]

[Signature]
MANAL MOHAMAD YOUSEF

[Signature]

EXHIBIT



EXHIBIT
Blumberg No. 5208
2

Mahad Mohamad Yusof to Fathi Yusof
Sole Estate Power of attorney

Page 2

ACKNOWLEDGMENT

Phyllisburg)
Saint-Maurice)
ss:)

On this 18th day of May, 2010, before me, the undersigned officer, personally appeared Mahad Mohamad Yusof, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and she acknowledged to me that the same was executed for the uses and purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Signature, Notary Public

Francis Edgar Gijssbertha

at Law

My Commission Expires: La For. 15 Fe



APOSTILLE

- 1. (Convention de La Haye du 5 octobre 1961)
- 2. Courant, Sint-Maarten, Nederlandse Antillen
- 3. This party documents
- 4. has been signed by F. N. Gijssbertha
- 5. acting in the capacity of Civil-Law-Notary
- 6. of Sint-Maarten
- 7. bears the official stamp of the Government of Sint-Maarten
- 8. is authentic

CERTIFIED

the 22-5-10

The Notary Public, Department of Justice

acting as Attorney of the Government

of the Kingdom of Sint-Maarten

Number 118-118-118

(Signature)



EXHIBIT A

1. Parcel No. 8, Estate Cane Garden, of approximately 2.6171 U.S. Acres.
2. Remainder No. 46A, Estate Cane Garden, of approximately 7.6460 U.S. Acres.
3. Parcel No. 10, Estate Cane Garden, of approximately 2.0967 U.S. Acres.
4. Road Plot No. 11, Estate Cane Garden, of approximately 0.0868 U.S. Acres.
5. Parcel No. 11, Estate Ketrone, Matr. No. 37B of Company Quarter and Peter's Nucleo, Matr. No. 37A and 37BA, Company Quarter, and No. 54 Queen's Quarter all of approximately 42.3095 U.S. Acres.
6. Remainder Matr. 32B, Estate Cane Garden of approximately 48.5175 U.S. Acres.
7. Parcel No. 9 Estate Cane Garden, of approximately 11.0965 U.S. Acres.
8. Remainder Matr. 32A, Estate Oranero, of approximately 41.0736, U.S. Acres.
9. Parcel No. 40, Estate Granada of approximately 14.9507 U.S. Acres.
10. Remainder Matr. No. 31, Estate Diamond, of approximately 74.4220 U.S. Acres.
11. Parcel No. 4, Estate Diamond, of approximately 5.8662 U.S. Acres.
12. Parcel No. 1, Estate Diamond, of approximately 61.2358 U.S. Acres.
13. Parcel No. 3, Estate Diamond, of approximately 6.9363 U.S. Acres.
14. Parcel No. 2, Estate Diamond, of approximately 6.3484 U.S. Acres.
15. Road Plot No. 12, Estate Cane Garden, of approximately 0.6252 U.S. Acres.
16. Road Plot No. 41, Estate Granada, of approximately 0.4255 U.S. Acres.
17. Road Plot No. 6, Estate Diamond, of approximately 0.8510 U.S. Acres.



28th Feb

Recorded and Entered in Recorder's Book for the
 County of St. Clair, State of Michigan of the U.S.A. at
 the Office of the Recorder of Deeds, St. Clair, Michigan
 on this 28th day of February 1964.
 T.C. 57-163, Vol. 327, 186, 364, 305 & 306

Signature of Notary





Passport Renewal Form

Passport No. 1518558

Holder's Name: MANAL MOHAMMAD YOUSUF MOHAMMAD

Date of Birth: 21 MAY 2008

Place of Birth: AMMAN, JOR

Sex: F

Category: P

Signature: [Signature]

Signature of Holder: [Signature]

RENEWALS

EXHIBIT 3

AFFIDAVIT OF SERVICE
(SUMMONS - civil action)



COUNTRY: St. Croix, U.S.V.I.
Superior Court of the Virgin Islands
CAPTION: **SIXTEEN PLUS CORPORATION, plaintiff**

Vs.

MANAL MOHAMMAD YOUSEF, defendant
Case No: SX-16-CV-65

St. Maarten,
City of Philipsburg

I declare that I, **Solange Monique APON**, am a citizen of St. Maarten, over the age of twenty-one, not a party nor an attorney for any party in this action, and that within the boundaries of the country where service was effected, I was authorized to perform the following service:

- A) Summons
- B) Complaint

Date Received: April 4th, 2016

1. Service on **Manal Mohammad Yousef**, was accomplished by personally delivering the above mentioned documents to:
 - INDIVIDUAL SERVICE; Served the within-named person.
 - SUBSTITUTE SERVICE; By serving it to
 - CORPORATE SERVICE; Served the within named corporation by delivering a true copy of the within named corporation to any superior or officer of within mentioned corporation.
 - NON SERVICE; for reasons detailed in the comments below;
 - SERVICE ACCORDING to the laws of St. Maarten; "leaving at below address in a sealed envelope containing the particulars required by the law, because I saw no one there who could be left legally with a copy (ex. Art. 2, paragraph 1 + 2 Code of Civil Procedure)"

At the address of: 25 Gold Finch Road, Point Blanche, St. Maarten,
D.W.I.

On the 5th day of April, 2016 at 16:05



Subscribed and sworn to before me this 15th day of April, 20 15

Seen for legalization of the signatures of SOLANGE MONIQUE APON, who identified himself with a drivers license, issued by Sint Maarten, under number DSA015456/1962100676, by me, Mariène Françoise Mingo, LL.M., a civil law notary, established on Sint Maarten, on this 15th day of April, 2016. This declaration for the legalization of the signature, by the civil law notary, expressly contains no opinion as to the contents of this document.


Notary at Law for St. Maarten



Sint Maarten

Driver's license / Rijbewijs
no. DSAD15456



* APON
* SOLANGE MONIQUE
* 06 OCT 1962
* SINT MAARTEN
* 23 FEB 2015
* 27 FEB 2020
* 1962100676
* SINT MAARTEN

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EXHIBIT 4



BZSE
Attorneys at Law | Tax Lawyers

Sixteen Plus Corporation
4 C & D Sion Farm
Christiansted
St. Croix 00820, U.S.V.I.

Par Courier

St. Maarten, December 12, 2012

Ref.: Manal Mohamad Yousef / Collection loan

Dear Sir, Madame,

My client Manal Mohamad Yousef requested me to inform you of the following.

As it appears from documents in my possession your company owes client an amount of no less than US\$ 14,612,662.23 (Fourteen Million Six Hundred Twelve Thousand Six Hundred Sixty Two United States Dollars and Twenty Three Dollar Cent), for both principle and interest, based on a promissory note between client and your company dated September 15, 1007 and a First Priority Mortgage dated February 22, 1999. Apart from this your company owes client at least an amount of US\$ 3,000,000.00 for late penalties.

Client is no longer willing to accept your negligent payment behavior and hereby summons you to pay off the entire debt mentioned, to the total of US\$ 17,612,662.23, to client within two (2) weeks from the postdating of this letter. Failure to comply therewith shall result in legal measures taken against your company forthwith, the costs of which will be for your account only.

Sincerely yours,



Jelmer G. Snow

Blumberg No. 5208

EXHIBIT

4

EXHIBIT 5

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

SIXTEEN PLUS CORPORATION,)	
)	CIVIL NO. SX-16-CV-65
Plaintiff,)	
)	ACTION FOR DECLARATORY
vs.)	DECLARATORY JUDGMENT
)	
MANAL MOHAMMAD YOUSEF,)	JURY TRIAL DEMANDED
)	
Defendant.)	
)	

AFFIDAVIT OF JAMIL YOUSUF

I, **JAMIL YOUSUF**, being first duly sworn, deposes and states as follows:

1. I am an adult resident of Sint Maarten, and obtained a copy of a Complaint in this matter. As the result thereof, I am familiar with the pleadings and facts concerning this matter, and make this Affidavit in this capacity. I am of legal age and am legally competent.

2. Manal Mohammad Yousef is not currently domiciled in Sint Maarten, N.A., was not residing in Sint Maarten, N.A. in April of 2016, and has not lived in Sint Maarten, N.A. for approximately seven (7) years.

3. Manal Mohammad Yousef was not residing at 25 Gold Finch Road, Pointe Blanche, Sint Maarten, N.A. on April 5, 2016.

4. Manal Mohammad Yousef does not own, use, lease, or rent any real property in the U.S. Virgin Islands.

5. Manal Mohammad Yousef is not licensed to and does not do business, does not solicit business, and does not have any offices or places of business in the U.S. Virgin Islands.

6. Manal Mohammad Yousef does not contract to supply services or things in the U.S. Virgin Islands.



SIXTEEN PLUS CORPORATION vs. MANAL MOHAMMAD YOUSEF
SCVI/STX Civil No. SX-16-CV-65
AFFIDAVIT OF JAMIL YOUSUF

7. Manal Mohammad Yousef has not sought to participate in any business activity in the U.S. Virgin Islands and does not receive substantial revenue from any such activity.

8. Manal Mohammad Yousef has not caused tortious injury by an act or omission in the U.S. Virgin Islands, and has not caused tortious injury in the U.S. Virgin Islands by an act or omission outside the U.S. Virgin Islands.

9. Manal Mohammad Yousef does not write insurance policies in the U.S. Virgin Islands.

10. Manal Mohammad Yousef has no agents, offices, bank accounts, or post offices boxes in the United States Virgin Islands.

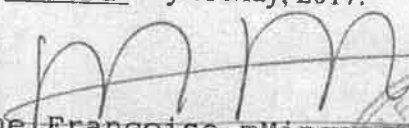
11. Manal Mohammad Yousef does not have a registered agent upon whom process can be served in the U.S. Virgin Islands.

FURTHER AFFIANT SAYETH NOT.

DATED: May 3, 2017


JAMIL YOUSUF

SUBSCRIBED and SWORN TO before
me this third day of May, 2017.


Marlene Françoise Mingo

[NOTARY PUBLIC]

Commission Expires XXXX is for life.

Commission No.: N/A



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Seen for legalization of the signature of JAMIL ISAM YOUSUF, who identified himself with an identification card, issued by Sint Maarten, under number IJY046649/1984112179, by me, Marlene Françoise Mingo, LL.M., a civil law notary, established on Sint Maarten, on this 3rd day of May, 2017. This declaration for the legalization of the signature, by the civil law notary, contains no opinion as to the contents of this document.