

**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 ADMISSIONS TO DEFENDANT FATHI YUSUF**

Plaintiff Hamed, by counsel, propounds the following first Requests for Admissions pursuant to Rule 36 of the *Virgin Islands Rules of Civil Procedure* (V.I. R. CIV. P.) on Defendant Fathi Yusuf.

TERMS AND MEANINGS

“**Civil No. 65**” refers to the *Sixteen Plus Corp. v Manal Yousef, SX-15-CV-65* case before the Superior Court of the U.S. Virgin Islands.

The term “**Family**” (as in "Fathi Yusuf's Family") shall mean immediate family members (grandparents, spouses, parents and children and their spouses) and any known, aunts, uncles, cousins, nieces and nephews regardless on the number of times removed.

“**Note**” and/or “**Mortgage**” refers to the note and mortgage between Manal Yousef and Sixteen plus as to the property known as Diamond Keturah on St. Croix, USVI attached as **Exhibit B**.

“**Power of Attorney**” means the document attached as **Exhibit C**.

“**You**” means Fathi Yusuf.

ADMISSIONS

1. Please review **Exhibit A** hereto (excerpt from the draft report of the US DOJ / FBI) with regard to the accounting of the money laundering activities of, among others, Fathi Yusuf and Sixteen Plus--particularly the two pages Bates stamped YUSF113690-YUSF113691. After doing so: **ADMIT or DENY** that two \$2 million amounts were transferred to the Sixteen Plus account at the Bank of Nova Scotia on or about February 19, 1997 and September 4, 1997.
2. **ADMIT or DENY** that the \$2 million amount transferred to the Sixteen Plus account at the Bank of Nova Scotia on or about February 19, 1997 was sent from St. Martin.
3. **ADMIT or DENY** that the \$2 million amount was transferred to the Sixteen Plus account at the Bank of Nova Scotia on or about February 19, 1997 was sent from St. Maarten.
4. **ADMIT or DENY** that two \$2 million amount transferred to the Sixteen Plus account at the Bank of Nova Scotia on or about February 19, 1997 were funds originally belonging to Manal Yousef.
5. **ADMIT or DENY** that two \$2 million amount transferred to the Sixteen Plus account at the Bank of Nova Scotia on or about February 19, 1997 were funds that never originally belonged to Manal Yousef.

6. **ADMIT or DENY** that two \$2 million amount transferred to the Sixteen Plus account at the Bank of Nova Scotia on or about February 19, 1997 were funds originally belonging to Isam Yousef or a business associated with him.
7. **ADMIT or DENY** that two \$2 million amount transferred to the Sixteen Plus account at the Bank of Nova Scotia on or about February 19, 1997 were not funds originally belonging to Isam Yousef or a business associated with him.
8. **ADMIT or DENY** that the \$2 million transferred to the Sixteen Plus account at the Bank of Nova Scotia on or about February 19, 1997 was wired by BFC Island Appliance.
9. **ADMIT or DENY** that on February 19, 1997, BFC Island Appliance was owned directly or indirectly partially or fully, by Isam Yousef.
10. **ADMIT or DENY** that Isam Yousef is a family relative of Manal Yousef.
11. **ADMIT or DENY** that Jamil Yousef is a family relative of Manal Yousef.
12. **ADMIT or DENY** that Fathi Yousef is a family relative of Manal Yousef.
13. **ADMIT or DENY** that two \$2 million amount transferred to the Sixteen Plus account at the Bank of Nova Scotia on or about February 19, 1997 were funds originally belonging to Plaza Extra, Mohammad Hamed or Fathi Yusuf (or their families.)
14. **ADMIT or DENY** that two \$2 million in funds transferred to the Sixteen Plus account at the Bank of Nova Scotia on or about February 19, 1997 had originally been brought to Isam Yousef in the form or cash, checks or other instruments.
15. **ADMIT or DENY** that two \$2 million in funds transferred to the Sixteen Plus account at the Bank of Nova Scotia on or about February 19, 1997 had originally been skimmed from Plaza Extra accounts.

16. ADMIT or DENY that two \$2 million in funds transferred to the Sixteen Plus account at the Bank of Nova Scotia on or about February 19, 1997 had originally been part of a money laundering scheme.

17. ADMIT or DENY that two \$2 million in funds transferred to the Sixteen Plus account at the Bank of Nova Scotia on or about February 19, 1997 had originally been part of a plan devised in full or part by Fathi Yusuf.

18. ADMIT or DENY that two \$2 million in funds transferred to the Sixteen Plus account at the Bank of Nova Scotia on or about February 19, 1997 had never been in any account titled in the name of Manal Yousef.

19. ADMIT or DENY that two \$2 million in funds transferred to the Sixteen Plus account at the Bank of Nova Scotia on or about February 19, 1997 had never been in any account titled for the benefit or trust of Manal Yousef.

20. ADMIT or DENY that prior to February 19, **1994**, BFC Island Appliance had never had \$4 million in any of its business accounts.

21. ADMIT or DENY that prior to February 19, **1994**, Isam Yousef had never had \$4 million in any of his personal accounts.

22. ADMIT or DENY that prior to February 19, **1994**, Isam Yousef had never had \$4 million in the total of all of his business and personal accounts.

23. ADMIT or DENY that on February 19, 1997, Manal Yousef physically resided at 25 Gold Finch Road, Pointe Blanche, St. Martin N.A. as set forth on the **Mortgage** at issue herein.

24. ADMIT or DENY that on February 19, 1997, Manal Yousef physically resided at 25 Gold Finch Road, Pointe Blanche, St. Martin N.A. as set forth on the **Note** at issue herein.

25. ADMIT or DENY that on May 18, 2010, Manal Yousef physically resided at 25 Gold Finch Road, Pointe Blanche, St. Martin N.A. as set forth on the **Power of Attorney** between her and Fathi Yusuf at issue herein as stated in the POA.

26. ADMIT or DENY that on the date this action was filed, Manal Yousef physically resided at 25 Gold Finch Road, Pointe Blanche, St. Martin N.A.

27. ADMIT or DENY that prior to January 1, 1997 Manal Yousef never had \$4 million in personal net worth.

28. ADMIT or DENY that you have never met with Kye Walker in person.

29. ADMIT or DENY that you never had any telephone, Skype or other electronic voice communication with Kye Walker prior to the filing of the complaint in this action.

30. ADMIT or DENY that you never had any mail, email or other written communication with Kye Walker prior to the filing of the complaint in this action.

31. ADMIT or DENY that you have never met with James Hymes in person.

32. ADMIT or DENY that you never had any telephone, Skype or other electronic voice communication with James Hymes prior to the filing of the complaint in this action.

33. ADMIT or DENY that you never had any mail, email or other written communication with James Hymes prior to the filing of the complaint in this action.

34. ADMIT or DENY that you have never met with any attorney with the Dudley Topper law firm in person.

35. ADMIT or DENY that you never had any telephone, Skype or other electronic voice communication with any attorney with the Dudley Topper law firm prior to the filing of the complaint in this action.

36. ADMIT or DENY that you never had any mail, email or other written communication with any attorney with the Dudley Topper law firm prior to the filing of the complaint in this action.


37. ADMIT or DENY that you are involved in a civil conspiracy to defraud Sixteen Plus of the value of the Note and Mortgage at issue herein.

38. ADMIT or DENY that you are involved in a criminal conspiracy to defraud Sixteen Plus of the value of the Note and Mortgage at issue herein.

39. ADMIT or DENY that you are involved in a civil conspiracy to take over the control of Sixteen Plus.

40. ADMIT or DENY that you are involved in a criminal conspiracy to take over the control of Sixteen Plus.

Dated: June 16, 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 Plaintiffs
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 16, 2017, I served a copy of the foregoing by hand delivery, mail and email, as agreed by the parties, on:

EMAIL

Greg Hodges, Esq.

Stefan Herpel, Esq.

Lisa Komives, Esq.

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P.O. Box 756

St. Thomas, VI 00804-0756

Tel: (340) 774-4422

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sherpel@dtflaw.com

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EMAIL AND HAND DELIVER

James L. Hymes, III, Esq.

V.I. Bar No. 264

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St. Croix, VI 00820

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kevin.rames@rameslaw.com

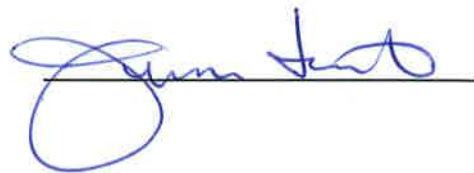


EXHIBIT A



U.S. Department of Justice

United States Attorney

District of the Virgin Islands

VIA U.S. MAIL

December 28, 2004

Randell P Androzzio, Esq.
Marcus, Androzzio & Fichess
6255 Sheridan Way
Suite 302
Williamsville, NY 14221

DEC 31 2004

Re: United States v. Fathi Yusuf et al., Cr. No. 2003-147

Dear Counsel:

Enclosed please find copies of the government's draft summary schedules in the above-referenced case. Please note that these schedules are in draft form only and may be subject to change depending upon evidence introduced at trial. The government may also produce additional schedules as needed. Also, enclosed please find the curriculum vitae of the summary/expert witness the government intends to call at trial.

Having complied with its Rule 16, Fed. R. Crim. P. discovery obligations, the government requests reciprocal discovery of any photograph books, papers, documents, data, photographs, tangible objects, buildings or places, or copies or portions of any of these items to the extent the item is within the defendant's control and the defendant intends to use the item in the defendant's case-in-chief at trial. The government further requests a written summary of any testimony that the defendant intends to use under Rules 702, 703 or 705 of the Federal Rules of Evidence. The government also requests, pursuant to Rule 12.1(a), Fed. R. Crim. P. that the defendant notify the government of any intended alibi defenses to the charges in the third superceding indictment.

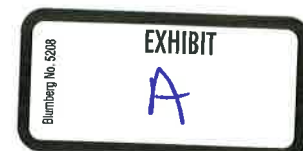
If you have any questions or concerns regarding this matter, please do not hesitate to call me (202) 514-1125.

Yours sincerely,

ANTHONY J. JENKINS
UNITED STATES ATTORNEY

By: William J. Lovett
William J. Lovett
Trial Attorney

Enclosure as stated



YUSF114394

FY 010947

JAVIER L. BELL
15311 Vantage Parkway, Suite 200
Houston, Texas 77032

PROFESSIONAL EXPERIENCE

1995-Present Special Agent, United States Internal Revenue Service, Criminal Investigation Division

- Investigate financial crimes including tax fraud, money laundering, structuring financial transactions, and other fraud related offenses
- Responsibilities include determining amounts of unreported income, tax loss, structured and laundered funds, and other financial loss
- Testified as summary witness, including testimony about tax calculations, in felony trials in Southern District of Texas

PROFESSIONAL CERTIFICATIONS AND CONTINUING EDUCATION

1997 -Present Certified Public Accountant (Texas)

1996 - Present - Continuing Professional Education in accounting, taxation and financial investigative methods and techniques

**1995 - Criminal Investigator Training Program
Federal Law Enforcement Training Center, Glynco, Georgia**

**1996 - Special Agent Basic Training
Federal Law Enforcement Training Center, Glynco, Georgia**

EDUCATION

**1985-1989 - Bachelor of Science, Operations Research
United States Air Force Academy, Colorado Springs, Colorado**

**1993-1995 - 50+ hours towards Master of Science, Accounting
University of Houston - Clear Lake, Houston, Texas**

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

JAN 04 2005

UNITED STATES OF AMERICA, and
GOVERNMENT OF THE VIRGIN ISLANDS,
Plaintiff,

vs.

FATHI YUSUF MOHAMAD YUSUF,
aka Fathi Yusuf,
WALEED MOHAMMAD HAMED,
aka Wally Hamed,
WAHEED MOHAMMED HAMED,
aka Willie Hamed,
MAHER FATHI YUSUF,
aka Mike Yusuf,
ISAM MOHAMAD YOUSUF,
aka Sam Yousuf,
NEJEH FATHI YUSUF, and
UNITED CORPORATION
dba Plaza Extra,
Defendants.

CRIMINAL NO. 2003-147

DRAFT SUMMARY SCHEDULES

United States & The Government of the Virgin Islands v. Fathi Yusuf Mohammed Yusuf, et. al.
Draft Summary Schedules

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United States & The Government of the Virgin Islands v. Fathi Yusuf Mohammed Yusuf, et. al.
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Missing

**United States & The Government of the Virgin Islands v; Fathi Yusuf Mohammed Yusuf, et. al.
Draft Summary Schedules**

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TAB BB

**Deposit Analysis, Sixteen Plus Corporation, Bank
of Nova Scotia, Account 39411**

TAB CC

**Deposit Analysis, Plessen Enterprises, Inc., Bank of
Nova Scotia, Account 45012**

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SIXTEEN PLUS CORPORATION

Bank of Nova Scotia

Acct. 39411

BANK DATE	DEPOSIT AMOUNT	DEPOSIT SOURCE	DEBIT AMOUNT	PAYEE	CHECK NUMBER	REMARKS
2/10/97	3,000.00	Currency				acct. opened - 60/\$50
2/19/97	2,000,000.00	Isam Yousef		9-2 St Martin		wire trans // BFC Island Appliance acct
8/15/97			1,800,000.00	The Bank of Nova Scotia	101	Diamond Keturah Closing
8/27/97			7,500.00	M.P. Walker & Assoc.		land survey
9/4/97	18,000.00	Currency				180/\$100
9/4/97	2,000,000.00	Isam Yousef				wire trans // BFC Island Appliance acct
9/4/97			2,211,000.00	The Bank of Nova Scotia		Re payout on loan #58001377
	4,021,000.00		4,018,500.00			
1/27/98			375.00	Brammer, Chasen, O'Neill & Assoc.	105	invoice #12-84
8/8/98	8,000.00	Currency				\$20s
9/1/98	8,000.00	Currency				40/\$50; 300/\$20
9/1/98	5,000.00	Currency				\$20s
9/2/98	8,000.00	Currency				\$20s
9/2/98	3,500.00	Currency				\$20s
9/3/98	7,000.00	Currency				\$10s and \$20s
9/9/98			288.00	Government of the USVI	107	1995 property tax
9/9/98			305.04	Government of the USVI	108	1995 property tax
9/9/98			4,449.80	Government of the USVI	110	1995 property tax
9/9/98			4,413.03	Government of the USVI	111	1995 property tax
9/10/98	5,000.00	Currency				\$20s and \$50s
9/10/98	8,000.00	Currency				\$20s
9/11/98	8,000.00	Currency				\$20s
9/11/98	9,000.00	Currency				\$10s and \$20s
9/14/98	8,000.00	Currency				\$20s
9/14/98			335.64	Government of the USVI	106	1997 property tax
9/14/98			4,854.33	Government of the USVI	109	1997 property tax
9/14/98			11,535.81	Government of the USVI	112	1997 property tax
9/14/98			5,993.63	Government of the USVI	113	1997 property tax
9/14/98			4,488.81	Government of the USVI	114	1997 property tax
9/16/98			10,487.10	Government of the USVI	110	1996 property tax
9/16/98			4,078.74	Government of the USVI	117	1998 property tax
9/16/98			10,487.10	Government of the USVI	118	1995 property tax
9/16/98			5,483.44	Government of the USVI	120	1995 property tax
9/16/98			5,448.66	Government of the USVI	121	1996 property tax
9/16/98			4,048.89	Government of the USVI	123	1995 property tax
9/30/98			8.50	Service charge		
10/7/98	8,000.00	Currency				\$20s
10/22/98			135.27	The Bank of Nova Scotia		check order
10/26/98			1,523.99	Government of the USVI	115	1997 property tax
11/19/98	8,000.00	Currency				\$20s
12/1/98	6,000.00	Currency				\$20s
	99,500.00		78,738.38			
1/22/99	9,000.00	Currency				\$100s
1/25/99	9,000.00	Currency				\$20s and \$100s
1/25/99	9,000.00	Currency				\$100s
1/28/99	9,000.00	Currency				\$10s and \$20s
1/27/99	9,000.00	Currency				\$20s and \$50s
1/28/99	7,000.00	Currency				\$100s
1/29/99	5,000.00	Currency				\$50s
2/2/99	5,000.00	Currency				\$50s
2/3/99	7,000.00	Currency				\$50s
2/4/99	7,000.00	Currency				\$20s and \$50s
2/5/99	6,000.00	Currency				\$20s
2/8/99	5,000.00	Currency				\$50s
2/9/99	9,000.00	Currency				\$20s and \$50s
2/10/99	9,000.00	Currency				\$20s and \$100s
2/11/99	8,000.00	Currency				\$20s
2/12/99	9,000.00	Currency				\$20s; \$50s; \$100s
2/16/99	6,000.00	Currency				\$20s
2/18/99	5,000.00	Currency				\$20s and \$50s
2/19/99	6,000.00	Currency				\$20s
2/23/99	6,000.00	Currency				\$20s
2/24/99	6,000.00	Currency				\$20s and \$100s

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SIXTYFEN PLUS CORPORATION

Bank of Nova Scotia

Acct. 39411

BANK DATE	DEPOSIT AMOUNT	DEPOSIT SOURCE	DEBIT AMOUNT	PAYEE	CHECK NUMBER	REMARKS
2/25/99	6,000.00	Currency				\$50s and \$100s
			93,413.25	Department of Finance	200	Diamond Keturah Property
2/26/99	6,000.00	Currency				\$10s and \$50s
3/1/99	6,000.00	Currency				\$50s
3/23/99	4,000.00	Currency				\$20s
4/13/99	6,000.00	Currency				\$20s
4/29/99	4,000.00	Currency				\$20s
5/5/99	3,000.00	Currency				\$10s and \$20s
9/3/99			2,745.88	Department of Finance	202-208	7 checks for 1998 property tax
	186,000.00		96,159.13			

MISSING STATEMENTS AFTER 8/31/00

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EXHIBIT B

\$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.

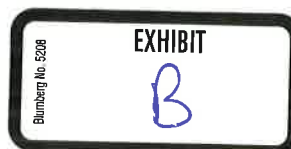
Maker shall pay to holder a late charge in the event that any installment is not received by the Holder on the date that it is due. The late charge shall be computed as follows:

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



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

ACKNOWLEDGEMENT FOR CORPORATION

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

On this 15 day of Sept., 1997, before me the undersigned officer, personally appeared **Waleed M. Hamed**, known to me (or satisfactorily proven) and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the President of Sixteen Plus Corporation, the corporation named in this Note;
- (b) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- (c) this person knows the proper seal of the corporation which was affixed to this document; and
- (d) this person signed this proof to attest to the truth of these facts.

SIGNED AND SWORN to before me on
this 15 day of Sept, 1997.



Notary Public

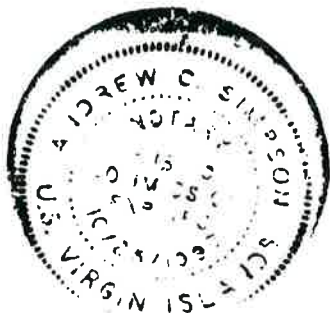


EXHIBIT A

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.

ant

EXHIBIT C

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:

[Handwritten signatures of witnesses]

[Handwritten signature of Manal Mohamad Yousef]
MANAL MOHAMAD YOUSEF



Manal Mohamad Yousef to Fathi Yusuf
Real Estate Power of attorney
 Page 2

ACKNOWLEDGMENT

_____ Philipsburg)
) ss:
 _____ Sint Maarten)

On this 18 day of May, 2010, before me, the undersigned officer, personally appeared Manal Mohamad Yousef, 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]

 Signature, Notary Public at Law
 Francis Edgar Gijsbertha
 My Commission Expires: is for life

APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Country: *Sint Maarten, Netherlands Antilles*
 This public document
2. was been signed by *F.E. Gijsbertha*
3. acting in the capacity of *Civil-Law-Notary of Sint Maarten*
4. bears the seal/stamp of the aforementioned *F.E. Gijsbertha*

CERTIFIED

5. at *Sint Maarten* on the *20-5-10*
7. *The Hon. J.J. van der Meer* acting as Member of The Executive Council of the Island of Sint Maarten

8. No. *464* 10. *[Signature]*





التجديدات
RENEWALS



توقيع صاحب الجواز
SIGNATURE OF HOLDER

THE HASHEMITE KINGDOM OF JORDAN المملكة الأردنية الهاشمية

	جواز سفر Passport	Type / نوع P	Country Code / رمز الدولة JOR	Passport No. / رقم جواز السفر T518558
	Name / الاسم MANAL MOHAMMAD YOUSEF MOHAMMAD منال محمد يوسف محمد			Place of Birth / مكان الميلاد AMMAN عمان
	Date of Birth / تاريخ الميلاد 1968	Sex / جنس F أنثى	Mother's Name / اسم الأم MASOUBEH مسعودة	
	Date of Issue / تاريخ الإصدار 21 MAY 2008	Date of Expiry / تاريخ انتهاء الصلاحية 20 MAY 2013		Address / عنوان AMMAN عمان
				Holland هولندا

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