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

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

Plaintiff.

٧.

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 Mana/ Yousef, SX-15-CV-65 case before the Superior Court of the U.S. Virgin Islands.

"St. Martin" shall mean either the netherland Antilles or French sides of the island.

The term "Family" (as in "Fathi Yusufs 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 Mana! Yousef and Sixteen plus as to the property known as Diamond Keturah on St. Croix, USVI attached as Exhibit B.

"You" means Fathi Yusuf.

#### **ADMISSIONS**

- 1. Please review 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, one on or about February 19, 1997 and the other on or about September 4, 1997.
- 2. ADMIT or DENY that the two \$2 million amounts transferred to the Sixteen Plus account at the Bank of Nova Scotia on or about February 19, 1997 and September 4, 1997 were sent from the BFC Island Appliance account on St. Martin.
- 3. ADMIT or DENY that at the time the funds were transferred, you knew that the two \$2 million amounts transferred to the Sixteen Plus account at the Bank of Nova Scotia on or about February 19, 1997 and September 4, 1997 were being sent from the BFC Island Appliance account on St. Martin.
- 4. ADMIT or DENY that at the time the funds were transferred, you knew that the two \$2 million amounts transferred to the Sixteen Plus account at the Bank of Nova

Scotia on or about February 19, 1997 and September 4, 1997 were not sent from an account in the name of 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 and September 4, 1997 were funds originally belonging 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 and September
  4, 1997 were funds originally in an account titled in the name of Isam Yousef or BFC
  Island Appliance, a business associated with him.
- 7. ADMIT or DENY that on February 19, 1997, BFC Island Appliance was owned directly or indirectly partially or fully, by Isam Yousef and that Manal Yusuf has no ownership thereof.
  - 8. ADMIT or DENY that Isam Yousuf is a family relative of Manal Yousef.
  - **9. ADMIT or DENY** that Fathi Yusuf is a family relative of Isam Yousuf.
  - **10. ADMIT or DENY** that Fathi Yusuf is a family relative of Manal Yousef.
  - **11. ADMIT or DENY** that Isam Yousuf is a family relative of Manal Yousef.
- 12. ADMIT or DENY that the two \$2 million amounts transferred to the Sixteen Plus account at the Bank of Nova Scotia on or about February 19, 1997 and September 4, 1997 were funds originally belonging to Plaza Extra, Mohammad Hamed or Fathi Yusuf (or their families.)
- 13. ADMIT or DENY that the two \$2 million amounts 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 by a Hamed or Yusuf family member, in whole or part, in

the form or cash, checks or other negotiable instruments.

14. ADMIT or DENY that the 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.

**15. 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 and Mortgage at issue herein.

**16. 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.

17. ADMIT or DENY that you, your counsel, your immediate family members, entities owned by you or intermediaries you funded, provided funds to Kye Walker or James Hymes to pay for Manal Yousef's litigation of the 65 case -- Sixteen Plus Corp. v Mana/ Yousef, SX-15-CV-65.

**18. ADMIT or DENY** that you, your counsel, your immediate family members, entities owned by you or intermediaries you directed, have instructed Kye Walker or James Hymes how to proceed or act in Manal Yousef's litigation of the 65 case -- Sixteen Plus Corp. v Mana/ Yousef, SX-15-CV-65.

Dated: July 11, 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 \_\_\_\_\_\_\_, 2017, I served a copy of the foregoing by mail and email, as agreed by the parties, on:

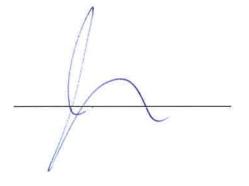
Greg Hodges, Esq.
Stefan Herpel, Esq.
Lisa Komives, Esq.
Law House, 10000 Frederiksberg Gade
P.O. Box 756
St. Thomas, VI 00804-0756
Tel: (340) 774-4422
ghodges@dtflaw.com
sherpel@dtflaw.com
lkomives@dtflaw.com

## James L. Hymes, III, Esq.

V.I. Bar No. 264 P.O. Box 990 St. Thomas, VI 00804-0990 Tel: (340) 776-3470 Fax: (340) 775-3300 jim@hymeslawvi.com

## Kevin A. Rames, Esq. 2111 Company Street, Suite 3 Christiansted, VI 00820

Tel: (340) 773-7284 Fax (340) 773-7282 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 Andreozzie, Esq. Marcus, Andreozzie & Fichess 6255 Sheridan Way Suite 302 Williamsville, NY 14221 DEC 3 1 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

Trial Attorney

Enclosure as stated

EXHIBIT A

## 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

Rederal 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

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

ولأفو

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
aba Plaza Extra,

CRIMINAL NO. 2003-147

**DRAFT SUMMARY SCHEDULES** 

Defendants.

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

## **INDEX**

TAB A	Summary Gross Income Analysis, Plaza Extra, 1996
TAB B	Summary Gross Income Analysis, Plaza Extra, 1997
TAB C	Summary Gross Income Analysis, Plaza Extra, 1998
TAB D	Summary Gross Income Analysis, Plaza Extra, 1999
TAB E	Summary Gross Income Analysis, Plaza Extra, 2000
TAB F	Summary Gross Income Analysis, Plaza Extra, 2001
TAB G ,	Computation of Corrected Income and Tax, United Corporation, 1996 - 2001
TAB H	Schedule of Additional Business: Deductions for United Corporation
T ÁAT	Schedule of Corrected Taxable Income and Tax for Fathi Yusuf, 1996-2001
TAB J. J.	Deposit Analysis, Banque Française Commerciale, Fathi Yusuf Account 40606387790
TAB K	Déposit Analysis, Banque Française Commerciale, Hamdan Diamond Corporation, Account 40606388790
TABL 1	Deposit Analysis, Cairo Amman Bank, Fathi Yusuf, Account 02503172349
TAB M.	Deposit Analysis, Cairo Amman Bank, Fathii Yusuf, Account 02528172349
TAB N	Deposit Analysis, Bank of Nova Scotia, Fathi Yusuf, Account 058-00365610

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

## **INDEX**

	INDLA
TAB O	Computation of Additional Taxable Income, Walced Hamed, 1996-2001
TABP /	Deposit Analysis, Banque Française Commerciale, Walced Hamed, Account 40606387890
TAB Q	Deposit Analysis, Cairo Amman Bank, Walgod Mohamad Hamed, Account 02501171878
TABR	Deposit Analysis, Cairo Amman Bank, Walced Mohamad Hamed, Account 02533171878
TAB S	Déposit Analysis, Cairo Amman Bank, Walced Mohamad Hamed, Account 6101863
TAB T	Deposit Analysis, Virgin Islands Community Bank, Wally Hamed, Account 182605817
TAB U	Deposit Analysis, Virgin Islands Community Bank, Wally Hamed, Account 182556086
TAB V	Deposit Analysis, Bank of Nova Scotia, Waleed Hamed, Account 5800308313
TAB W	Deposit Analysis, Banco Popular, Wally Hamed, Account 194-602753
TAB X	Deposit Analysis, Merrill Lynch, Wally Harned, Account, 140-16184
TAB Y	Corrected Taxable Income and Tax, Waliced Hamed, 1997-2000
TAB Z	Schedule of Cash Receipts for Waheed Hamed
TAB AA	Deposit Analysis, Peters Farm Investment Corporation, Account 058-00082619

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

## **INDEX**

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

DRAFT

	PLUS CORPO ova Scolia					
Acci. 3941	1					
BANK DATE 2/10/97	AMOUNT	DEPOSÍT SOÚRCE	AMOUNT	PAYEE	CHECK	REMARKS acct, opened - 60/\$50
2/19/97	2,000,000.00	Isam Yousel		n-2 St Martin		wire trans if BFC Island Appliance ac
B/15/07			1,800,000.00	The Bank of Nova Scotla	101	Diamond Keturah Closing
8/27/07	40,000,00	Company	7,500,00 (	M.P. Walker & Assoc.		land survey 180/\$100
0/4/97	18,000.00	Isam Yousel				wire trans V BFC Island Appliance ac
9/4/97	Alocalactica		2,211,000.00	The Bank of Nova Scotta		Re payout on loan #58001377
	4,021,000.00		4,018,500.00			
4.02.65			376.00.0	Sammer, Chasen, O'Nelli & Assoc.	TOE 1	Invoice #12-84
1/27/98 8/8/98	8,000.00	Currency	376.00 E	Hammer, Chasen, & Henra Assoc.		\$20s
9/1/98	8,000.00	Currency				40/\$50; 300/\$20
9/1/98	5,000.0010					\$205
9/2/08	8,000,0010	Currency				\$20s
9/3/98 9/3/98	3,500.00 C	Currency		The large transfer of		520s 510s and \$20s
0/9/08	7,000.001	en anot	288.00 0	overnment of the USVI	107	1995 property tax
0/9/98			305.04+G	overnment of the USVI	108 1	1996, property tax
9/9/98			4,449,8010	overnment of the USVI	110 1	1995 property tax
0/0/98 /10/08	E 000 00 0	Turken and	4,413,03 ·G	lovernment of the USVI		1996 property lax 520s and \$50s
/10/98	5,000,00 C					320s and \$50s
/11/08	8,000.00 C	urrency			15	20s
/11/08	9,000.00 C	urrency				10s and \$20s
14/98	8,000,0010	urrency		7 761 (feva	15	20s
14/98				overnment of the USVI overnment of the USVI	100 1	997 properly lax 997 properly lax
14/90				overnment of the USVI	112:1	997 property tax
14/08			6,993.631G	overnment of the USVI	113:1	997 property tax
14/98				overnment of the USVI		997 property tax
16/98				overnment of the USVI		996 property tax 998 property tax
16/98			10.487.10 G	overnment of the USVI		995 property tax
16/98			5,483-441G	overnment of the USVI	12011	995 property tax
16/98			6,448.66 G	overnment of the USVI	12111	996 property lax
16/98				overnment of the USVI	123'1	995 property tax
30/9 <del>8</del> ·	8,000.00 Ca	WANCH	8,50 5	rvice charge	16	20s
22/98	0,000.2010	Brency	135.27 Th	e Bank of Nova Scotla		hack order
26/98			1,523.99 G	overnment of the USVI		997 property tax
9/98'	8,000.00 CL	irrency				20s
/1/98	6,000.001G0	irrency	70 770 00		15.	20s
	99,500.00		78,738.38			
2/98	9,000.001Cu	frency		DRAIN	IS:	100s
5/99	9,000:00 Cu			1	153	20s and \$100s
5/99.	9,000.001Cu			a colon	15:	100s 10s and 520s
7/99	9,000,001Cu 9,000,001Cu				15	10s and \$20s 20s and \$50s
8/99	7,000,001Cu				IST	100s
709	5,000.00 Cu	rrency			is:	50s
2/89	5,000.001Cu	rrency				50s
3/99	7,000.001Cu				The same of the same of the same of	50s
1/99 1/99	7,000,00 Cui					20s.and \$50a 20s
V99	5,000.00 Cu	rency				50s
9696	9;000.00;Cur	rency			152	20s and S50s
)/3·9	8,000,001Cur					20s and \$100s
/99	8,000,00 Cur					20s
/99 /99	6,000.00 Cur	roncy				20s; \$60s; \$100s 20s
/09	5,000.00 Cur	rency				0s and \$50s
199	6,000,00 Cur	rency			:52	?Os
/99	6,000,00 Cur					Os
/99	6,000,00 Curi	rency			\$2	0s and \$100s

Paga 4-d/2

12/17/2004

ct 3941	-					
BANK	DEPOSIT	DEPOSIT.SOURCE	AMOUNT	PAYEE	CHECK	REMARKS
2/25/09	6,000.00	Currency			\$50s a	nd \$100s
			93,413.25 Depa	riment of Financo	200 Diamor	nd Keturah Property
2/26/99	6,000.00	Currency			\$10s m	nd S50s
3/1/99	6,000.00	Currency			\$50s	
V23/99	4,000.00	Currency			520s	
(/13/99	6,000.00	Currency			\$208	
U29/99	4,000,00	Currency			\$20s	
5/5/99	3,000,00	Currency			S10a ar	nd \$20s
9/3/99			2.745.88 Dopai	tment of Finance	202-208 7 checi	a for 1998 properly tax
	186,000.00		96,159.13			

MARY

# EXHIBIT B

\$4,500,000

## PROMISSORY NOTE

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

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

MAKER:

SIXTEEN PLUS CORPORATION

Waleed Hamed President

[Corporate SEAL]

9/15/97

ATTEST:

Fathi Yusuf, Secretary

295-1414

## ACKNOWLEDGEMENT FOR CORPORATION

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

On this 15 day of 5, 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 500, 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.



## EXHIBIT C

5995459963

#### REAL ESTATE POWER OF ATTORNEY

KNOW ALL, PERSONS BY THESE PRESENTS, that I, Manal Mohamad Yousef, of 25 Gold Finch Road, vointe Blanche, St. Martin, N.A., have made, constituted and appointed and by those 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 in 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.

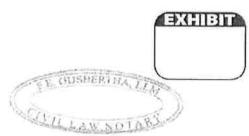
The rights, powers and authority of said attorney-in-fact granted in this instrument shall commence upon the date of execution of this instrument and shall be in and remain in full force and effect until terminated by me in writing and filed in the Recorder of Deeds office wherein said property is situated. 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 bereunto set my hand and scal this \_\_\_\_\_\_da

of \_\_\_\_\_\_, 2010.

WITNESSETH:

MANAL MOHAMAD YOUSEF





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

### ACKNOWLEDGMENT

Sint Mearten ) ss;

On this 18t I day of Nay, 2010, before me, the undersigned officer, personally appeared Manal Mehamad 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 bereunto set my hand and official seal.

Signature, Notary Public at Law Francis Edgar Gijshertha My Commission Expires: <u>is for life</u>

#### APOSTILLE.

(Convection de La Heye du 5 octobre 1961)

- Country Stat Moorten, Netherlands Antilles
  This public decument
- 2. Irus been sugged by P.E. Gijsbortha
- acting it discreptions of Civil-Law-Newling, of She Macron
- As been dir avol wamp of the aforementaries!

  £37 36-202

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A of the House

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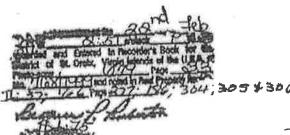
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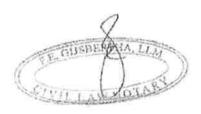
## EXHIBIT A

- 1. Parcel No. B. Herate Carle Garden, of approximately 2,6171 U.S. Acres.
- 2. Remainder No. 46A, Batan Cane Garden, of approximately 7,6460 U.S. Acres.
- 3. Percat No. 10, Tenne Cane Garden, of apprenductally 2.0867 U.S. Acres.
- 4. Fond Flot No. 14. Batass Cana Garden, of approximately 0,0868 U.S. Acres.
- Parcet No. 11, Henry Material, Mast. No. 378 of Company Quarter and Potter's Minds, Mast. No. 37A and STBA, Company Quarter, and No. 54 Queen's Quarter all of approximately \$1,3095 U.S. April.
- 6. Remainder Matt. 323, Retten Casse Oarden of approximately 48,5175 U.S. Acres.
- 7. Trecot No. 9 Heater Came Garden, of approximately \$1,9965 U.S. Acres.
- Jamalector Mari. 32A, Bassa Generali, of approximately 41.0736, U.S. Acres.
- 9. Parcel No. 40, Sense Grantel of approachestsly 14.9507 U.S. Acres-
- 10. Remelecter Matt. No. 31, Bette Dismond, of approximately 74.4220 U.S. Annu.
- 11. Percel No. 4, Estate Dismond, of approximately 5.2662 U.S. Arrea. .
- 12. Parcel No. 1, Detain Diamond, of approximately 51,2958 U.S. Acres.
- 23. Parcel No. 3, Penns Disposed, of approximately 6,9363 U.S. Acces.
- 14. Parcel No. 2, Nature Diamond, of approximately 6.5484 U.S. Acces.
- 25. Road Plot No. 12, House Caste Oursian, of approximately 0,4252 U.S. Acres.
- 15. Road Plot No. 41, Bassis Granand, of approximately 9.4255 U.S. Acres.
- 17. Road Plot No. 5, Beans Diamond, of approximately 0.8516 U.S. Asses.









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