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

WALEED HAMED, as Executor of the Estate of MOHAMMAD HAMED, Plaintiff/Counterclaim Defendant, v. FATHI YUSUF and UNITED CORPORATION, Defendants/Counterclaimants, v. WALEED HAMED, WAHEED HAMED, MUFEED HAMED, HISHAM HAMED, and PLESSEN ENTERPRISES, INC., Additional Counterclaim Defendants.	CIVIL NO. SX-12-CV-370 ACTION FOR INJUNCTIVE RELIEF, DECLARATORY JUDGMENT, AND PARTNERSHIP DISSOLUTION, WIND UP, AND ACCOUNTING Consolidated With
WALEED HAMED, as Executor of the Estate of MOHAMMAD HAMED, Plaintiff, v. UNITED CORPORATION, Defendant.	CIVIL NO. SX-14-CV-287 ACTION FOR DAMAGES AND DECLARATORY JUDGMENT
WALEED HAMED, as Executor of the Estate of MOHAMMAD HAMED, Plaintiff, v. FATHI YUSUF, Defendant.	CIVIL NO. SX-14-CV-278 ACTION FOR DEBT AND CONVERSION

YUSUF'S BRIEF IN OPPOSITION TO MOTION TO
<u>STRIKE YUSUF'S PLAZA WEST/INTEGRA CLAIM</u>

INTRODUCTION

Fathi Yusuf ("Yusuf") has submitted a claim for one half of the going concern value of Plaza Extra-West, as determined by the Integra Realty Resources Report (the "Integra Report") – i.e. one half of $8,770,000, or $4,385,000. *See* § VII of Yusuf's Amended Accounting Claims Limited to Transaction Occurring on or after September 17, 2006, submitted on October 30, 2017 ("Yusuf's Amended Claims"). As the Master knows, the business of the Plaza Extra-West store was owned by a partnership in which Hamed and Yusuf each had a 50% interest, and the land on which the business operated was (and still is) owned by a corporation, Plessen Enterprises, Inc. ("Plessen"), whose shares are owned equally by members of the Hamed and Yusuf families.

Hamed seeks to strike Yusuf's claim for one half of the going concern value of the Plaza Extra-West business on two grounds. First, he argues that the claim is barred by certain language in the Court's Wind Up Order. Second, he argues that the Integra Report used to support the claim is fatally defective because it assumes that there was a lease between Plessen and the partnership in making the determination of the going concern value of the West store, when there was no such lease. Both arguments are without merit, and the second has already been rejected by the Honorable Douglas A. Brady in this case.

ARGUMENT

I. The Wind Up Order Does Not Bar this Claim.

Hamed first argues, in a conclusory way, that language in Judge Brady's January 7, 2015 Order Adopting Final Wind Up Plan (the "Wind Up Order"), which provides that the West store would be transferred "free and clear of any claims of Yusuf or United," bars this claim of Yusuf.

Hamed reads this provision as preventing Yusuf from asserting his claim as partner for one half of the going concern value of the West store. That argument can readily be exposed as meritless. What this provision means is that Yusuf could not assert a claim on store assets, including store personalty and realty. That is to say, he could not create a cloud on title to assets or inventory of the Plaza Extra-West store. It says nothing about partnership claims by Yusuf against Hamed for his taking of the West business without payment of any consideration for his half of the business.

The Wind Up Order and the Final Wind Up Plan it approved (the "Plan") also had similar language that Plaza Extra-East would be transferred "free and clear of any claims or interest of Hamed." *See* Wind Up Order at p. 3 and Plan at p.6. Yet Hamed is still asserting claims against Yusuf with respect to that store. *See, e.g.*, Hamed's Amended Claim Nos. 11 ("100 shopping carts purchased for Plaza Extra-East"), 12 ("Replacement of four condensers, plus associated costs for shipping, delivery and installation"), 23 ("2015 Workers' Compensation payment for Plaza East"), 24 ("2015 Health permit payments for Plaza East"), and 25 ("2015 Business License payment for Plaza East").

Clearly, the Wind Up Order and Plan contemplated that these stores would be transferred "free and clear" of any competing claim of ownership but without prejudice to the accounting claims that the Court expressly contemplated would be filed in the future. *See* Plan at § 9, Step 6 ("Within forty-five (45) days after the Liquidating Partner completes the liquidation of the Partnership Assets, Hamed and Yusuf shall each submit to the Master a proposed accounting and distribution plan…").

II. Hamed's Attack on the Integra Report is Without Merit.

Hamed's second argument, which attacks the validity of the Integra Report, is also devoid of merit. As equal Partners, both Hamed and Yusuf had ownership interests in the "going concern" value of Plaza Extra-West. A "going concern" value recognizes the many advantages that an established business has over a new business, such as avoidance of start-up costs and improved operating efficiency. In this sense, the "going concern" value of a business represents the difference between the value of an established business and the value of a start-up one. "Going concern" value also indicates the value of a business as an operating, active whole, rather than merely as distinct items of property.[1]

The Integra Report determines, by methods consistent with common appraisal practice, that the market value of the Plaza Extra-West supermarket business was $8,770,000 as of April 30, 2014. *See* **Exhibit A**, Declaration of James Andrews, ¶ 4; Integra Report, p. 55, attached to Declaration. The Integra Report used the income capitalization approach as one of the methods to determine value. *See id.* at ¶ 7. Under that method, the annual earnings generated by the business are multiplied by a capitalization rate to determine value. To determine those earnings, Integra made the eminently reasonable and necessary assumption that whoever operated the store would have to pay rent to Plessen (i.e., they would not get to occupy the premises free of charge), thereby reducing the store's annual income. Integra's calculation of fair market rent is set forth in another report contemporaneously provided to the Master that Hamed is not challenging.

Hamed argues that by assuming a buyer of the Plaza Extra-West business would have to pay rent to occupy the premises, the Integra Report is fatally flawed. This is so, according to Hamed's tortured argument, because "there never was a lease for the Plaza West store."

[1] Preservation of the going concern value is recognized in many contexts including bankruptcy proceedings, which seek to preserve such value when reorganizing businesses in order to maximize recoveries for creditors and shareholders (11 U.S.C. § 1101 et seq.).

(Hamed's Motion at 2). Since Hamed and Yusuf were in effect both lessor and operator of the business, they did not bother to cause the store they owned jointly as partners to pay rent to the landlord that they owned jointly in corporate form. But as the attached declaration of the Integra expert makes clear, despite the absence of a lease, "[C]ommon appraisal practice required [Integra] to determine a fair market rental value for the property occupied by Plaza Extra-West and to reflect that as an expense under the income approach that was utilized (along with the asset value approach) to determine the value of the business." *See* **Exhibit A**, Declaration of James Andrews, ¶ 7. Had it not made this assumption, Integra's "valuation of the Plaza Extra-West business would have been inflated . . .." *See id.* at ¶ 7.[2]

Significantly, Hamed then makes the implausible and completely unsupported assertion that because Hamed and Yusuf did not bother to have the business pay rent to the corporation they owned, "the Plaza West store has no 'ongoing value' . . .." Motion at 3. What Plaintiff is saying, in other words, is that a supermarket business that generated millions annually had zero value. As the Andrews Declaration states, that contention is "untenable." *See* Exhibit A, ¶ 8.

In any event, Hamed made precisely the same attack on the Integra Report in an October 3, 2016 Motion to Strike Business Valuation Report (Integra) that was denied by Judge Brady, without prejudice, in an Order dated July 21, 2017. *See* **Exhibit B**, Hamed's Motion to Strike Business Valuation Report (Integra) and **Exhibit C**., Order Denying

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[2] As the Andrews Declaration further points out, the definition of Fair Market Value in the Integra Report "assumes a hypothetical sale [of the business] between a willing seller and willing buyer." Exhibit A, ¶ 7. The assumption that the hypothetical buyer of the business would have an obligation to pay rent at market levels in order to operate the business in that location "is logical and consistent with appraisal practice," because a reasonably prudent owner of land which was occupied by the business would "require[] the payment of market rent," and in turn "the amount of rent to be paid by a reasonably prudent prospective buyer of the business would affect the amount it was willing to pay for the business." *Id.* at ¶ 7.

Without Prejudice Plaintiff's Motion to Strike Business Valuation Expert (Integra) and Accounting Expert (BDO). The Court noted that since the Master and the Court would be triers of fact, and in light of their ability to "evaluate the reports and ascribe to them only such weight as they deserve," the motion to strike the Integra Report should be denied.[3] *See* Exhibit C, p. 2.

For all the foregoing reasons, the Motion should be denied.

Respectfully submitted,

DUDLEY, TOPPER AND FEUERZEIG, LLP

DATED: January 11, 2018

By:

Gregory H. Hodges (V.I. Bar No. 174)
Stefan B. Herpel (V.I. Bar No. 1019)
Dudley, Topper and Feuerzeig, LLP
1000 Frederiksberg Gade
P.O. Box 756
St. Thomas, VI 00804
Telephone: (340) 715-4405
Facsimile: (340) 715-4400
Email: ghodges@dtflaw.com

Attorneys for Defendants/Counterclaimants

[3] Hamed also argues that in his initial proposed dissolution plan, Yusuf argued that the Plaza Extra-West store could not be sold as a going concern because of the absence of a commercial lease, and that the Plaza Extra-Tutu Park store likewise could not be sold as a going concern because less than 5 years remained on the lease with the landlord, Tutu Park, Ltd. *See* Motion at p. 4. While Yusuf did take that position in his initial Proposed Plan For Winding Up The Partnership attached as Exhibit A to his April 7, 2014 Memorandum in Support of Motion to Appoint Master For Judicial Supervision of Partnership Winding Up, he later recognized that this position was incorrect, and instead argued that both stores should be sold in a closed bid between Hamed and Yusuf. *See* **Exhibit D**, Yusuf's Response to Hamed's Comments Concerning the Court's Proposed Wind-up Plan (p.1-7) and the Proposed Plan attached thereto as Exhibit 3 (p.6-7). The Court adopted that approach as to Plaza Extra-Tutu Park, but declined to order a closed bid as to the Plaza Extra-West store.

CERTIFICATE OF SERVICE

It is hereby certified that on this 11th day of January, 2018, I served a true and correct copy of the foregoing **YUSUF'S BRIEF IN OPPOSITION TO MOTION TO STRIKE YUSUF'S PLAZA WEST/INTEGRA CLAIM,** which complies with the page and word limitations set forth in Rule 6-1(e), via the Case Anywhere docketing system:

Joel H. Holt, Esq.
LAW OFFICES OF JOEL H. HOLT
2132 Company Street
Christiansted, V.I. 00820
Email: holtvi.plaza@gmail.com

Carl Hartmann, III, Esq.
5000 Estate Coakley Bay, #L-6
Christiansted, VI 00820
Email: carl@carlhartmann.com

Mark W. Eckard, Esq.
Eckard, P.C.
P.O. Box 24849
Christiansted, VI 00824
Email: mark@markeckard.com

Jeffrey B.C. Moorhead, Esq.
C.R.T. Building
1132 King Street
Christiansted, VI 00820
Email: jeffreymlaw@yahoo.com

The Honorable Edgar A. Ross
Email: edgarrossjudge@hotmail.com

Stefan B. Herpel

EXHIBIT A

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

WALEED HAMED, as Executor of the Estate of MOHAMMAD HAMED, Plaintiff/Counterclaim Defendant, vs. FATHI YUSUF and UNITED CORPORATION, Defendants/Counterclaimants, vs. WALEED HAMED, WAHEED HAMED, MUFEED HAMED, HISHAM HAMED, and PLESSEN ENTERPRISES, INC., Additional Counterclaim Defendants.	CIVIL NO. SX-12-CV-370 ACTION FOR INJUNCTIVE RELIEF, DECLARATORY JUDGMENT, AND PARTNERSHIP DISSOLUTION, WIND UP, AND ACCOUNTING **Consolidated With**
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WALEED HAMED, as Executor of the Estate of MOHMMAD HAMED, Plaintiff, v. FATHI YUSUF, Defendant.	CIVIL NO. SX-14-CV-278 ACTION FOR DEBT AND CONVERSION

DECLARATION OF JAMES ANDREWS

I, James Andrews, pursuant to 28 U.S.C. § 1746 and V.I. R. Civ. P. 84(b), declare under penalty of perjury under the laws of the United States Virgin Islands that the following is true and correct:

1. I make this declaration based upon my personal knowledge and my professional expertise, as described below.

2. I am principal/Senior Managing Director of Integra Realty Resources – Caribbean ("Integra"). I have over 30 years' experience in the valuation of commercial real estate, business-related real estate, operating companies and business interests. The last 20 years of my experience have been predominantly in the Caribbean. I possess two designations (professional qualifications) in business valuation; one from the American Society of Appraisers (ASA in Business Valuation) and the other from the National Association of Certified Valuators and Analysts (CVA designation from NACVA).

3. Integra was engaged by Fathi Yusuf to render an expert opinion of the fair market value of the Plaza Extra-West supermarket business (as of April 30, 2014) as a going concern. I was the individual at Integra who had the responsibility for rendering this expert opinion and drafting a report that provided the dollar valuation of the Plaza Extra-West business and explained the basis and methodology underlying it. In the course of performing the work that culminated in the report that is attached hereto, I had assistance from Mark Weathers, who is a Senior Analyst at Integra. Mr. Weathers has approximately ten years of valuation experience, the last five of which have been predominantly in the U.S. Virgin Islands.

4. Integra's expert opinion is that the Plaza Extra-West business had a fair market value of $8,770,000 on April 30, 2014, when it was owned and operated by the Yusuf/Hamed partnership (the "partnership"). See Integra Report, attached hereto, at p. 55.

5. I have read the Motion to Strike Yusuf's Plaza West/Integra Claim submitted on behalf of the Plaintiff in this case on December 18, 2017, including the argument on pages 3 to 4 of the Motion that our expert opinion is invalidated by the assumption in our report that there was a written lease between the partnership and the related entity which owns the land on which the Plaza Extra-West business was situated. That entity is Plessen Enterprises, Inc. ("Plessen"), a corporation which is owned equally by the Hamed and Yusuf families.

6. The Plaintiff's argument that the assumption of a written lease invalidates Integra's valuation of the Plaza Extra-West business is incorrect and contrary to common appraisal practice, and is also inconsistent with the definition of Fair Market Value, which was the standard of value applied in the appraisal.

7. The assumption that there was a written lease between the partnership and Plessen was necessary to render an opinion of the fair market value of the Plaza Extra-West business, independently from the real estate. The definition of Fair Market Value (see page 3 of attached appraisal report) assumes a hypothetical sale between a willing seller and a willing buyer. These parties are hypothetical and are not identified. When assuming such a hypothetical sale, it would be logical and consistent with appraisal practice to assume that a buyer of the operating business, if not also purchasing the real estate, would have an obligation to pay rent and other occupancy costs (at market levels) in order to occupy the premises and operate the business in that location. Even though there was no lease between the partnership and Plessen, any buyer of Plaza Extra-West would have to enter a lease with Plessen in order to operate the business at that location. No

reasonably prudent owner of property would sell the business and retain ownership of the land which it occupied without requiring the payment of market rent. At the same time, the amount of the rent to be paid by a reasonably prudent prospective buyer of the business would affect the amount it was willing to pay for the business. Thus, despite the absence of a lease between the partnership and Plessen, common appraisal practice required us to determine a fair market rental value for the property occupied by Plaza Extra-West and to reflect that as an expense under the income approach that was utilized (along with the asset value approach) to determine the value of the business.[1] Had we not made this assumption, our valuation of the Plaza Extra-West business would have been inflated because it would inherently assume the owner of the business also has perpetual and indefinite occupancy rights for the real estate as well.

8. Likewise, the suggestion that the absence of a written lease between the partnership and Plessen means that the Plaza Extra-West business had no going concern value is untenable. The Hamed and Yusuf families made the decision in this related party transaction not to have the lessee pay rent to the landlord. But the absence of a written lease cannot mean that the business that occupies the land has no value. The business has value, so long as the related party owner of the property is willing to grant a prospective buyer of the business a lease to occupy the premises. And any reasonably prudent owner of property which is related to the owner of the business would agree to lease the property to a prospective buyer of the business. To assume otherwise would be arbitrary.

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[1]In a separate report that was prepared by Integra, we appraised the fair market value of the land occupied by Plaza Extra-West and then used that valuation to derive the fair market yearly rent for the land. As was the case for the business valuation report attached hereto, I was the principal of Integra in charge of preparing that report, and had assistance from Mark Weathers.

9. In summary, far from showing that our valuation of Plaza Extra-West is invalid, unreliable or otherwise defective, our assumption of a written lease at a fair market rental rate made in our valuation report was essential to preparing a valuation that complied with common appraisal practice.

Dated: January 11, 2018

James Andrews

Integra Realty Resources
Caribbean

Appraisal of Real Property

Plaza Extra West
Retail Property
Plot No. 14 (Part) Estate Plessen
Prince Quarter, St. Croix, Virgin Islands

Prepared For:
Dudley, Topper and Feuerzeig, LLP

Effective Date of the Appraisal:
April 30, 2014

Report Format:
Appraisal Report – Standard Format

IRR - Caribbean
File Number: 172-2015-0081

Plaza Extra West
Plot No. 14 (Part) Estate Plessen
Prince Quarter, St. Croix, Virgin Islands

Integra Realty Resources
Caribbean

6500 Red Hook Plaza Suite 206
St. Thomas, VI 00802
US Virgin Islands

T 340-714-7325
T 844-952-7304
Caribbean@irr.com
www.irr.com

September 26, 2016

Gregory Hodges
Dudley, Topper and Feuerzeig, LLP
Law House, 1000 Frederiksberg Gade
St. Thomas, VI 00802

SUBJECT: Market Value Appraisal
Plaza Extra West (Real Estate)
Plot No. 14 (Part) Estate Plessen
Prince Quarter, St. Croix, Virgin Islands
IRR - Caribbean File No. 172-2015-0081

Dear Mr. Hodges:

Integra Realty Resources – Caribbean is pleased to submit the accompanying appraisal of the referenced property. The purpose of the appraisal is to develop an opinion of the retrospective market value of the fee simple interest in the property. In the course of preparing this appraisal, we have also provided an opinion of the retrospective market rent for the property and contrasted that with the rent being paid under a lease between interested parties that was executed in 2014. The client for the assignment is Dudley, Topper and Feuerzeig, LLP, and the intended use is for litigation purposes.

The appraisal is intended to conform with the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, the Principles of Appraisal Practice and Code of Ethics of the American Society of Appraisers, the RICS Valuation Professional Standards, the International Valuation Standards, and applicable jurisdictional appraisal regulations.

To report the assignment results, we use the Appraisal Report option of Standards Rule 2-2(a) of USPAP. As USPAP gives appraisers the flexibility to vary the level of information in an Appraisal Report depending on the intended use and intended users of the appraisal, we adhere to the Integra Realty Resources internal standards for an Appraisal Report –

Standard Format. This format summarizes the information analyzed, the appraisal methods employed, and the reasoning that supports the analyses, opinions, and conclusions.

The subject is an existing supermarket property containing 163,313 square feet of gross building area, which includes a retail/shopping area, a warehouse/storage area, and offices. The improvements were constructed in 1999, were previously owner occupied and are now 100% leased. The site area is 16.037 acres or 698,568 square feet.

Based on the valuation analysis in the accompanying report, and subject to the definitions, assumptions, and limiting conditions expressed in the report, our opinion of value is as follows:

Final Value Conclusions

Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Retrospective Market Value	Fee Simple	April 30, 2014	$11,120,000
		Eleven Million One Hundred Twenty Thousand Dollars	

*Values expressed in United States Dollars

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions that may affect the assignment results. An extraordinary assumption is uncertain information accepted as fact. If the assumption is found to be false as of the effective date of the appraisal, we reserve the right to modify our value conclusions.

1. We were not able to inspect the entire interior of the subject nor the rear exterior of the improvements. We were only able to access the interior of the retail shopping area, but not the warehouse or office areas. We have assumed that the information provided by the client regarding the quality and condition of these areas is accurate.
2. The land area and description of the site is based on a survey of the subject property which has not yet been recorded. The survey denotes the subject site as Plot 14XX, and this denotation would change when/if the survey gets recorded in the Cadastral office for the territory.

The value conclusions are based on the following hypothetical conditions that may affect the assignment results. A hypothetical condition is a condition contrary to known fact on the effective date of the appraisal but is supposed for the purpose of analysis.

1. No hypothetical conditions were employed in this analysis.

If you have any questions or comments, please contact the undersigned. Thank you for the opportunity to be of service.

Respectfully submitted,

Integra Realty Resources - Caribbean

Mark J. Weathers
Certified General Real Estate Appraiser
VI Certificate # 1-21738-1B
Telephone: 340-714-7325
Email: mweathers@irr.com

James V. Andrews, MAI, CRE, FRICS, ASA, CVA
Certified General Real Estate Appraiser
VI Certificate # 0-14194-1B
Telephone: 345-746-3110
Email: jandrews@irr.com

Table of Contents

Summary of Salient Facts and Conclusions

Property Name	Plaza Extra West
Address	Plot No. 14 (Part) Estate Plessen Prince Quarter, St. Croix, Virgin Islands
Property Type	Retail - Mixed Use
Owner of Record	Plessen Enterprises, Inc.
Parcel ID	4-06200-0408-00
Legal Description	Plot No. 14XX from Remainder Parcel No. 14 Estate Plessen, Prince Quarter, St. Croix, U.S. Virgin Islands
Land Area	16.04 acres; 698,568 SF
Gross Building Area	163,313 SF
Percent Leased	100%
Year Built; Year Renovated	1999; N/A
Zoning Designation	B-2, Business - Secondary
Highest and Best Use - As if Vacant	Retail use
Highest and Best Use - As Improved	Continued retail use
Exposure Time; Marketing Period	12-24 months; 12-24 months
Effective Date of the Appraisal	April 30, 2014
Date of the Report	September 26, 2016
Property Interest Appraised	Fee Simple
Market Value Indications	
Cost Approach	$10,720,000
Sales Comparison Approach	Not Used
Income Capitalization Approach	$11,250,000
Market Value Conclusion*	$11,120,000

*Values expressed in United States Dollars

The values reported above are subject to the definitions, assumptions, and limiting conditions set forth in the accompanying report of which this summary is a part. No party other than Dudley, Topper and Feuerzeig, LLP and Mr. Fathi Yusuf and any applicable civil courts of the U.S. Virgin Islands may use or rely on the information, opinions, and conclusions contained in the report. It is assumed that the users of the report have read the entire report, including all of the definitions, assumptions, and limiting conditions contained therein.

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions that may affect the assignment results. An extraordinary assumption is uncertain information accepted as fact. If the assumption is found to be false as of the effective date of the appraisal, we reserve the right to modify our value conclusions.

1. We were not able to inspect the entire interior of the subject nor the rear exterior of the improvements. We were only able to access the interior of the retail shopping area, but not the warehouse or office areas. We have assumed that the information provided by the client regarding the quality and condition of these areas is accurate.
2. The land area and description of the site is based on a survey of the subject property which has not yet been recorded. The survey denotes the subject site as Plot 14XX, and this denotation would change when/if the survey gets recorded in the Cadastral office for the territory.

The value conclusions are based on the following hypothetical conditions that may affect the assignment results. A hypothetical condition is a condition contrary to known fact on the effective date of the appraisal but is supposed for the purpose of analysis.

1. No hypothetical conditions were employed in this analysis.

General Information

Identification of Subject

The subject is an existing supermarket property containing 163,313 square feet of gross building area, which includes a retail/shopping area, a warehouse/storage area, and offices. The improvements were constructed in 1999, were previously owner occupied and are now 100% leased. The site area is 16.037 acres or 698,568 square feet. The legal description of the property is show below.

Property Identification	
Property Name	Plaza Extra West
Address	Plot No. 14 (Part) Estate Plessen Prince Quarter, St. Croix, Virgin Islands
Parcel ID	4-06200-0408-00
Owner of Record	Plessen Enterprises, Inc.
Legal Description	Plot No. 14XX from Remainder Parcel No. 14 Estate Plessen, Prince Quarter, St. Croix, U.S. Virgin Islands

Sale History

The most recent closed sale of the subject is summarized as follows:

Sale Date	September 6, 2008
Seller	John W. Warlick
Buyer	Plessen Enterprises, Inc.
Sale Price*	$580,000
Recording Instrument Number	document number 2008005467 of the U.S. Virgin Islands Recorder of Deeds office
Expenditures Since Purchase	Unknown

*Note that the deed indicates a value worth not greater than $580,000, which was included for tax purposes only.

It should also be noted that this transaction includes a total land area of 74.98 acres, of which the subject property contains only 16.037 acres according to a recent land survey. Based on discussions with ownership, this transaction was between related parties and does not represent a market oriented sale.

To the best of our knowledge, no sale or transfer of ownership has taken place within a three-year period prior to the effective appraisal date.

The entire subject property is currently subject to an active lease agreement between related parties. Pertinent lease terms are as follows.

Lease Synopsis					
Lessor	Plessen Enterprises, Inc.				
Lessee	KAC357				
Leased SF	163,313				
Lease Type	Triple Net				
Tenant Paid Expenses	Property taxes, insurance, and all repairs and maintenance				
Owner Paid Expenses	General/Administrative costs, management expenses and gross receipts taxes				
Commencement	4/29/2014				
Expiration	4/28/2024				
Cancellation Clause	None				
Term	120	months	or	10.0 years	
Remaining Term	120	months	or	10.0 years	

Base Rent & Escalations	Period	Months	PSF/Yr	Annual Rent
Base Term	4/29/2014 - 4/28/2024	1 - 120	$4.35	$710,000
Option Term	4/29/2024 - 4/28/2034	121 - 240	$4.35	$710,000
Option Term	4/29/2034 - 4/28/2044	241 - 360	$4.35	$710,000
Current Contract Rent				$710,000
Projected Market Rent - First Forecast Year				$1,224,848
Comments	The annual rent includes a $50,000 annual fee due to the landlord for the tenant's use of the sewer servicing the building.			

Source: Lease

The lease rate is below our estimated market rent conclusion. For the purposes of the report, we have disregarded the lease in this analysis.

Pending Transactions

To the best of our knowledge, the property is not subject to an agreement of sale or an option to buy, nor is it listed for sale, as of the effective appraisal date.

Purpose of the Appraisal

The purpose of the appraisal is to develop an opinion of the retrospective market value of the fee simple interest in the property as of the effective date of the appraisal, April 30, 2014. The date of the report is September 26, 2016. The appraisal is valid only as of the stated effective date or dates.

Basis of Value

Market value is defined as:

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their own best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

(Source: Code of Federal Regulations, Title 12, Chapter I, Part 34.42[g]; also Interagency Appraisal and Evaluation Guidelines, Federal Register, 75 FR 77449, December 10, 2010, page 77472)

Definition of Property Rights Appraised

Fee simple estate is defined as, "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."

(Source: The Dictionary of Real Estate Appraisal, Fifth Edition, Appraisal Institute, Chicago, Illinois, 2010)

The entire subject property is currently subject to an active lease agreement between related parties. Based on client instructions, we are only valuing the fee simple interest in the subject as if there were no lease.

Intended Use and User

The intended use of the appraisal is for litigation purposes. The client and intended user is Dudley, Topper and Feuerzeig, LLP, and other intended users are Mr. Fathi Yusuf and any applicable civil courts of the U.S. Virgin Islands. The appraisal is not intended for any other use or user. No party or parties other than Dudley, Topper and Feuerzeig, LLP, Mr. Fathi Yusuf and any applicable civil courts of the U.S. Virgin Islands may use or rely on the information, opinions, and conclusions contained in this report.

Applicable Requirements

This appraisal is intended to conform to the requirements of the following:

- Uniform Standards of Professional Appraisal Practice (USPAP);
- Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute;
- The Principles of Appraisal Practice and Code of Ethics of the American Society of Appraisers

- The RICS Valuation Professional Standards;
- The International Valuation Standards of the IVSC;
- Applicable jurisdictional regulations
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Prior Services

USPAP requires appraisers to disclose to the client any other services they have provided in connection with the subject property in the prior three years, including valuation, consulting, property management, brokerage, or any other services. The RICS Red Book also contains requirements for valuers to disclose previous involvement with the subject property within twelve months. We have not performed any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

Competency

We hereby confirm that we possess adequate knowledge and skills to perform the assignment competently, including an understanding area/regional market conditions, and factors which pertain to the property type in question.

Independence

We hereby confirm that we have no conflicts of interest or material involvement in the property which is the subject of this valuation; and that we are acting as unbiased, independent, external valuers.

RICS Valuer Registration

We confirm that we are in compliance with the RICS Valuer Registration program, which is mandatory for RICS members in the Caribbean region.

Currency

Unless otherwise stated, all financial figures in this report are expressed in United States Dollars.

Scope of Work

To determine the appropriate scope of work for the assignment, we considered the intended use of the appraisal, the needs of the user, the complexity of the property, and other pertinent factors. Our concluded scope of work is described below.

Valuation Methodology

Appraisers usually consider the use of three approaches to value when developing a market value opinion for real property. These are the cost approach, sales comparison approach, and income capitalization approach. Use of the approaches in this assignment is summarized as follows:

Approaches to Value		
Approach	Applicability to Subject	Use in Assignment
Cost Approach	Applicable	Utilized
Sales Comparison Approach	Not Applicable	Not Utilized
Income Capitalization Approach	Applicable	Utilized

The **income capitalization approach** is the most reliable valuation method for the subject due to the following:

- The probable buyer of the subject would base a purchase price decision primarily on the income generating potential of the property and an anticipated rate of return.
- Sufficient market data regarding income, expenses, and rates of return, is available for analysis.

The **cost approach** is an applicable valuation method because:

- The subject is a special purpose property where there are limited alternative properties available for purpose.
- There is an active land market, making estimates of underlying land value reasonably reliable.

The **sales comparison approach** is not applicable to the assignment considering the following:

- There is not an active market for similar properties and sufficient sales data is not available for analysis.

Research and Analysis

The type and extent of our research and analysis is detailed in individual sections of the report. This includes the steps we took to verify comparable sales, which are disclosed in the comparable sale profile sheets in the addenda to the report. Although we make an effort to confirm the arms-length nature of each sale with a party to the transaction, it is sometimes necessary to rely on secondary verification from sources deemed reliable.

Inspection

Mark J. Weathers conducted an interior and exterior inspection of the property on June 16, 2015. James V. Andrews, MAI, CRE, FRICS, ASA, CVA, conducted an interior and exterior inspection on July 3, 2015.

We were not able to access the entire interior of the property. Due to client restrictions, we only inspected the retail shopping area in the building, but not the storage/warehouse areas or the office area. We have ascertained the quality and condition of these areas based on discussions with the client.

Economic Analysis

Area Analysis

Location

The U.S. Virgin Islands are located in the Caribbean Sea and the Atlantic Ocean, about 90 miles (140 km) east of Puerto Rico and immediately west of the British Virgin Islands.

The territory consists of four main islands: Saint Thomas, Saint John, Saint Croix, and Water Island, as well as several dozen smaller islands. The combined land area of the islands is roughly twice the size of Washington, D.C.

A mild tropical climate, scenic beauty, and status as a U.S. territory make Virgin Islands appealing for vacationers from United States and Europe. The islands host over 2.5 million visitors per year, most of whom arrive by cruise ship, and tourism is the dominant economic engine of the islands, accounting for roughly 70 percent of the total gross territorial product.

Each district has its own distinct landscape, mix and intensity of land uses, cultural identity, and prospects for future development. St Thomas is home to the capital and the territory's largest city, Charlotte Amalie, which has an estimated population of roughly 19,000 persons. St Thomas is the primary center for resort tourism, government, finance, trade, and commerce, but its rugged landscape limits the land available for agriculture and other types of land-intensive development. Charlotte Amalie is also home to a major deepwater harbor that is along major shipping routes to the Panama Canal, and it is just east of the Cyril E King International Airport – one of the busiest airports in Caribbean. St. Thomas has two cruise ship docks, and is the most frequented cruise ship port in the Caribbean.

The island of St John is just under 3 miles to the east of St Thomas. Cruz Bay is located on the western coast of the island and serves as its primary port and link to St Thomas. Nearly two thirds of St John is owned by the National Park Service and is off-limits to commercial development.

St Croix is largest of the three islands, in both land area and population. It is roughly 45 miles to the south of St Thomas. Its primary towns are Christiansted and Frederiksted. Overall the island is flatter and has more land available for additional agricultural, commercial and residential development than St Thomas. St Croix is also the primary manufacturing center for the Virgin Islands, with rum distilleries, a major watch-assembly plant, and; until February 2012, one of the world's largest petroleum refineries (which recently ceased refining operations).

History

The Virgin Islands were originally settled by the Ciboney, Carib, and Arawaks. The islands were named by Christopher Columbus on his second voyage in 1493 for Saint Ursula and her virgin followers. Over the next three hundred years, the islands were held by many European powers, including Spain, England, the Netherlands, France, and Denmark-Norway. The Danes developed the islands with plantation estates, and the estates boundaries are still used in legal descriptions for land to this day.

The U.S. took possession of the islands on March 31, 1917 and the territory was renamed the Virgin Islands of the United States. U.S. citizenship was granted to the inhabitants of the islands in 1927.

Government

The U.S. Virgin Islands are an organized, unincorporated United States territory. Even though they are U.S. citizens, Virgin Islands residents cannot vote in presidential elections. Virgin Islands residents, however, are able to vote in presidential primary elections for delegates to the Democratic National Convention and the Republican National Convention.

The main political parties in the U.S. Virgin Islands are the Democratic Party of the Virgin Islands, the Independent Citizens Movement, and the Republican Party of the Virgin Islands. Additional candidates run as independents.

At the national level, the U.S. Virgin Islands elects a delegate to Congress from its at-large congressional district. However, the elected delegate, while able to vote in committee, cannot participate in floor votes.

At the territorial level, 15 senators—seven from the district of Saint Croix, seven from the district of Saint Thomas and Saint John, and one senator at-large who must be a resident of Saint John—are elected for two-year terms to the unicameral Virgin Islands Legislature. The U.S. Virgin Islands has elected a territorial governor every four years since 1970. Previous governors were appointed by the President of the United States.

Population and Employment

In 2008, the residential population of the Virgin Islands peaked at an estimated 115,852 persons. This follows five years of slow but steady growth of 1.0%, slightly slower than the U.S. annual average of 1.15%. Since 2008, population levels have fallen each year, to the 2014 estimated population of 104,170 persons.

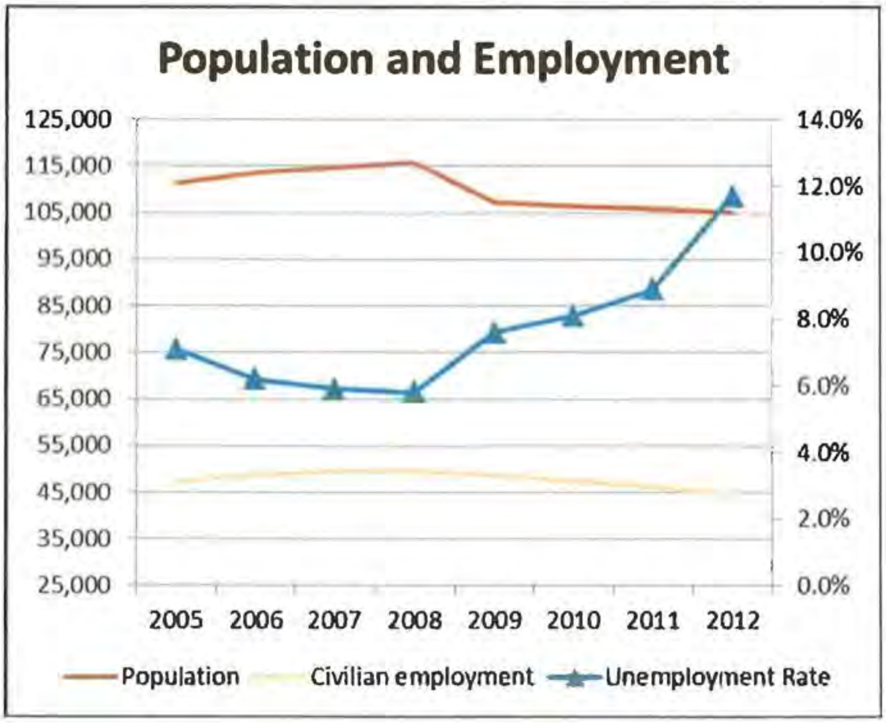
Among the three islands, St Croix and St Thomas are nearly equally populous with St John having less than 4 percent of the total population of the Virgin Islands.

USVI Economic Indicators

	2005	2006	2007	2008	2009	2010	2011	2012	5 Yr Ann Growth
Population	111,470	113,689	114,743	115,852	107,343	106,405	105,784	105,169	-1.7%
St. Croix	54,635	55,722	56,239	56,783	52,612	50,601	50,247	50,005	-2.2%
St. Thomas	52,528	53,574	54,070	54,592	50,583	51,634	51,266	51,051	-1.1%
St. John	4,307	4,393	4,434	4,477	4,146	4,170	4,134	4,113	-1.4%
Civilian labor force	51,159	51,159	52,670	52,630	52,861	51,424	50,729	50,577	-0.8%
Civilian employment	47,301	48,640	49,547	49,589	48,863	47,272	46,121	44,659	-2.0%
Unemployment rate (percent)	7.1%	6.2%	5.9%	5.8%	7.6%	8.1%	8.9%	11.7%	19.7%
Gross Territorial Product (GTP, Millions)	$4,457	$4,635	$4,836	$4,851	$4,583	$4,660	$4,351	$3,778	-4.4%
GTP Per Capita	$39,984	$40,769	$42,146	$41,872	$42,695	$43,795	$41,131	$35,923	-3.0%
Personal Income (PI)	$2,723	$2,777	$2,964	$2,606	$2,602	$2,704	$2,661	$2,586	-2.6%
Per capita personal income ($)	$24,424	$24,425	$25,835	$22,493	$24,242	$25,408	$25,153	$24,586	-1.0%
Total Exports (Millions of $)	$10,476	$11,627	$12,962	$17,249	$9,728	$11,930	$13,314	$2,263	-16.5%
Refined petroleum	$9,376	$10,463	$11,242	$13,592	$8,327	$9,759	$10,486	$932	-18.3%
Value of construction permits (Millions $)	$390.20	$442.70	$266.10	$273.30	$261.80	$187.20	$179.10	$141.40	-9.4%
St. Thomas/St. John	$274.30	$217.70	$172.90	$183.80	$79.00	$80.60	$87.90	$85.10	-10.2%
St. Croix	$115.90	$225.00	$93.20	$89.50	$175.90	$106.50	$91.10	$56.20	-7.9%

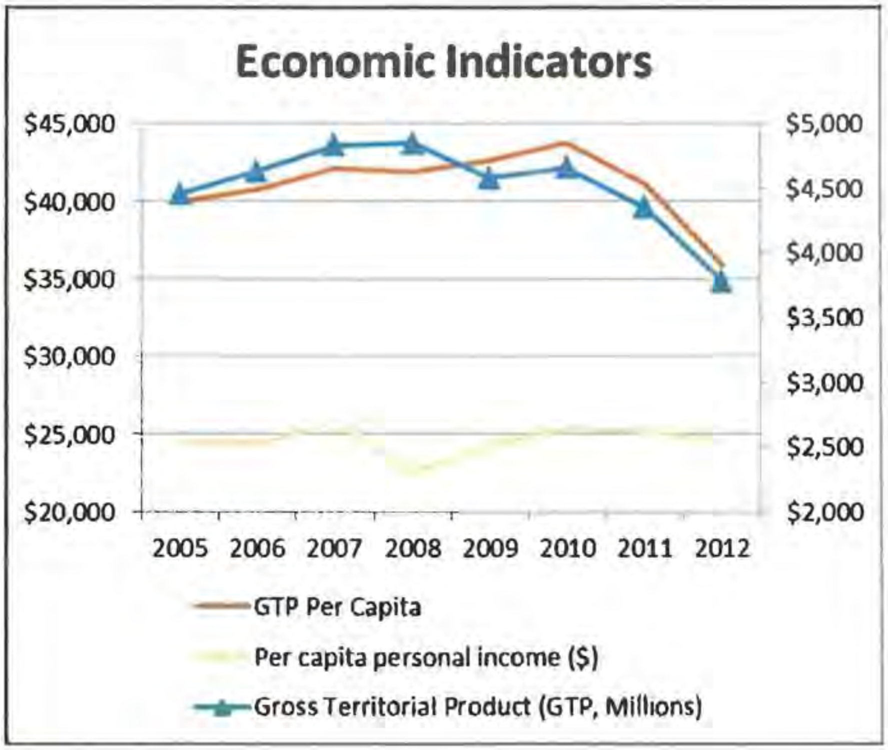
Source: VI Bureau of Economic Research

The territory's Labor Force has also declined slightly, and there has been a steady increase in the unemployment rate; which was further affected by the closure of the Hovensa oil and gas refinery in 2012.



Industry

The territory relies heavily on tourism for economic stability. Additional industries include the production and export of rum; and until early 2012, the production of refined petroleum products (the Hovensa Refinery in St. Croix closed in early 2012). The Gross Domestic Product peaked in 2007 at \$4.85 million, and declined to \$4.14 million in 2012, and further declined to \$3.79 million for 2013. Personal income per capita has remained relatively steady at just over \$24,000, however, the Gross Territorial Product (similar to GDP) has also declined.

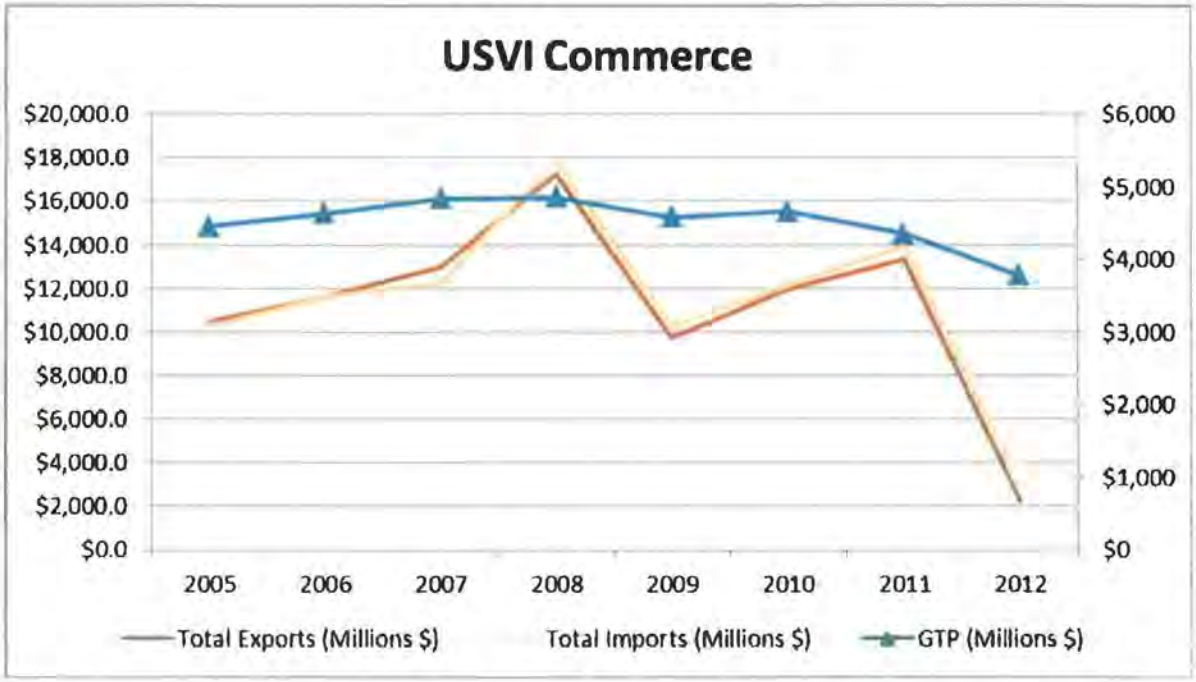


The closure of the Hovensa refinery, which was one of the territory's largest employers, also had a significant impact on exports which were prevously dominated by petrolium products. Otherwise, the territory predominently relies on the tourism industry to suppor the economy.

Commerce and Trade (Millions of $ Unless Otherwise Noted)

	2005	2006	2007	2008	2009	2010	2011	2012	5-Yr Annual Growth
Total exports	$10,476.3	$11,626.6	$12,961.8	$17,249.4	$9,728.3	$11,929.5	$13,313.5	$2,263.2	-16.5%
To U.S.	$9,954.1	$11,047.4	$12,182.2	$14,496.3	$8,495.3	$9,992.5	$10,994.8	$1,377.7	-17.7%
Refined petroleum	$9,375.7	$10,462.8	$11,242.1	$13,591.9	$8,327.3	$9,759.4	$10,486.1	$932.4	-18.3%
Other	$578.4	$584.6	$940.1	$904.4	$168.0	$233.1	$508.7	$445.3	-10.5%
To foreign	$522.2	$579.2	$779.6	$2,753.1	$1,233.0	$1,937.0	$2,318.7	$885.5	2.7%
Total imports	$10,243.3	$11,614.8	$12,251.0	$17,861.3	$10,289.9	$12,153.9	$13,972.7	$2,966.7	-15.2%
From U.S.	$1,153.6	$1,321.4	$1,261.0	$1,214.6	$1,139.3	$1,548.9	$1,767.6	$1,719.4	7.3%
Crude petroleum	$0.0	$0.0	$0.0	$0.0	$0.0	$0.0	$0.0	$0.0	
Other	$1,153.6	$1,321.4	$1,261.0	$1,214.6	$1,139.3	$1,548.9	$1,767.6	$1,719.4	7.3%
From foreign	$9,089.7	$10,293.4	$10,990.0	$16,646.7	$9,150.6	$10,605.0	$12,205.1	$1,247.3	-17.7%
Crude petroleum	$8,739.6	$9,502.4	$8,204.7	$12,045.8	$7,085.9	$7,721.7	$10,340.9	$660.3	-18.4%
Other	$350.1	$791.0	$2,785.3	$4,600.9	$2,064.7	$2,883.3	$1,864.2	$587.0	-15.8%
Rum exports to U.S. (thous. of P.L.)	$25,241.8	$27,917.9	$28,725.1	$31,478.7	$38,445.3	$40,045.1	$35,801.2	$62,570.0	23.6%
Watch exports to U.S. (thousands)	$263.6	$268.8	$251.4	$183.6	$75.0	$52.0	$52.7	$55.6	-15.6%
Ocean freight imports (thousands of tons)	$1,023.0	$1,013.0	$1,092.0	$1,080.0	$1,065.0	$1,091.0	$1,157.0	$1,975.0	16.2%
To St. Thomas/St. John	$821.0	$758.0	$851.0	$774.0	$685.0	$612.0	$720.0	$1,199.0	8.2%
To St. Croix (excluding petroleum)	$202.0	$247.0	$241.0	$306.0	$380.0	$479.0	$436.0	$776.0	44.4%

Source: VI Bureau of Economic Research



Over ninety percent of non-farm jobs are in the service providing industries, with the remaining jobs being in goods producing industries. Government, trade, transportation and utilities, and leisure and hospitality remain the industries with the largest number of jobs.

These three sectors account for 69 percent of all jobs. Professional and business services, construction and financial activities account for approximately 9 percent, 4 percent and 6 percent respectively. Manufacturing and information sectors account for about 2 percent each, while educational and health services account for 6 percent. Other services account for the remainder of jobs.

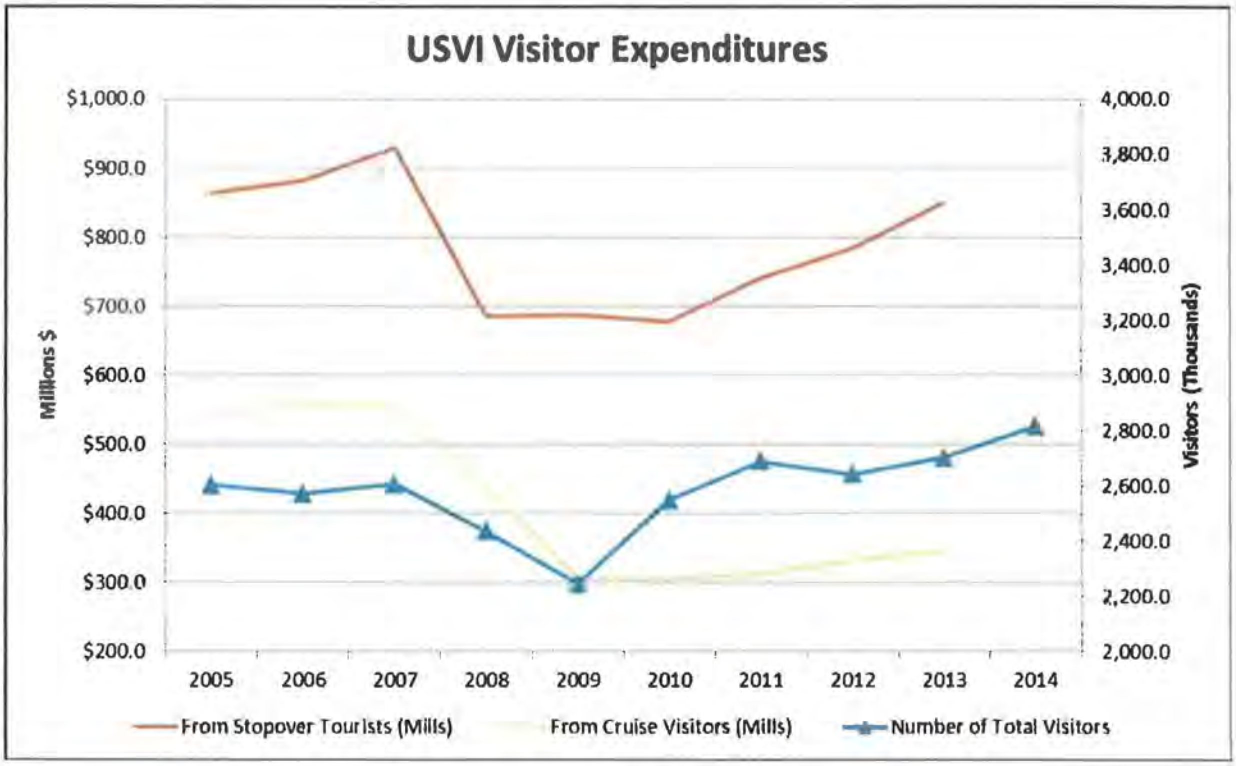
Tourism

The total number of visitor arrivals to the territory reached over 2.8 million in 2014, including both air and cruise ship arrivals. This represents 4.2% growth over the prior year. Total visitor expenditures are also growing, with annual growth in excess of 6% each of the last three years.

USVI Visitor Expenditures

	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
Total Visitors (Thousands)	2,601.9	2,570.7	2,606.2	2,435.2	2,245.0	2,548.7	2,687.9	2,642.1	2,701.5	2,814.7
Growth		-1.2%	1.4%	-6.6%	-7.8%	13.5%	5.5%	-1.7%	2.2%	4.2%
Total Visitor Expenditures	$1,431.6	$1,467.6	$1,512.6	$1,157.1	$1,021.3	$1,012.5	$1,085.3	$1,152.8	$1,232.2	
Growth		2.5%	3.1%	-23.5%	-11.7%	-0.9%	7.2%	6.2%	6.9%	
From Stopover Tourists	$863.8	$883.2	$929.8	$686.4	$687.4	$678.2	$740.6	$784.7	$851.0	
Day Trip Excursionists	$27.2	$25.6	$27.7	$29.7	$28.6	$28.0	$35.4	$35.4	$36.1	
From Cruise Ship Passengers	$540.6	$558.8	$555.2	$441.0	$305.3	$306.3	$311.8	$332.7	$345.1	

Source: VI Bureau of Economic Research



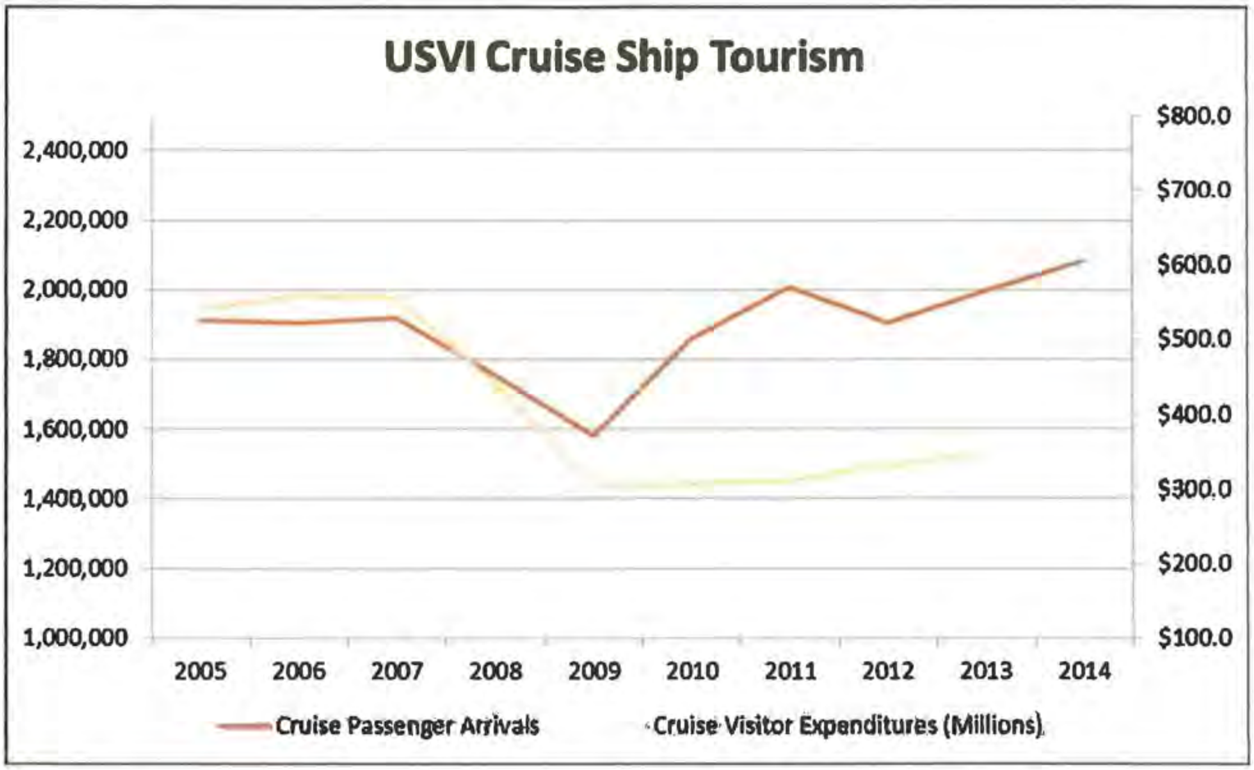
It is apparent, however, that the amount of visitor expenditures from cruise ship passengers has not increased linearly with arrivals since 2009; whereby the ratio was more linear in prior years. Cruise passenger arrivals grew 4.94% to over 2.08 million in 2014 following growth of 5.37% in the prior year. Total expenditures from cruise ship visitors grew 3.73% to over $345 million in 2013, following growth of 6.7% in 2012.

Cruise Ship Passenger Arrivals

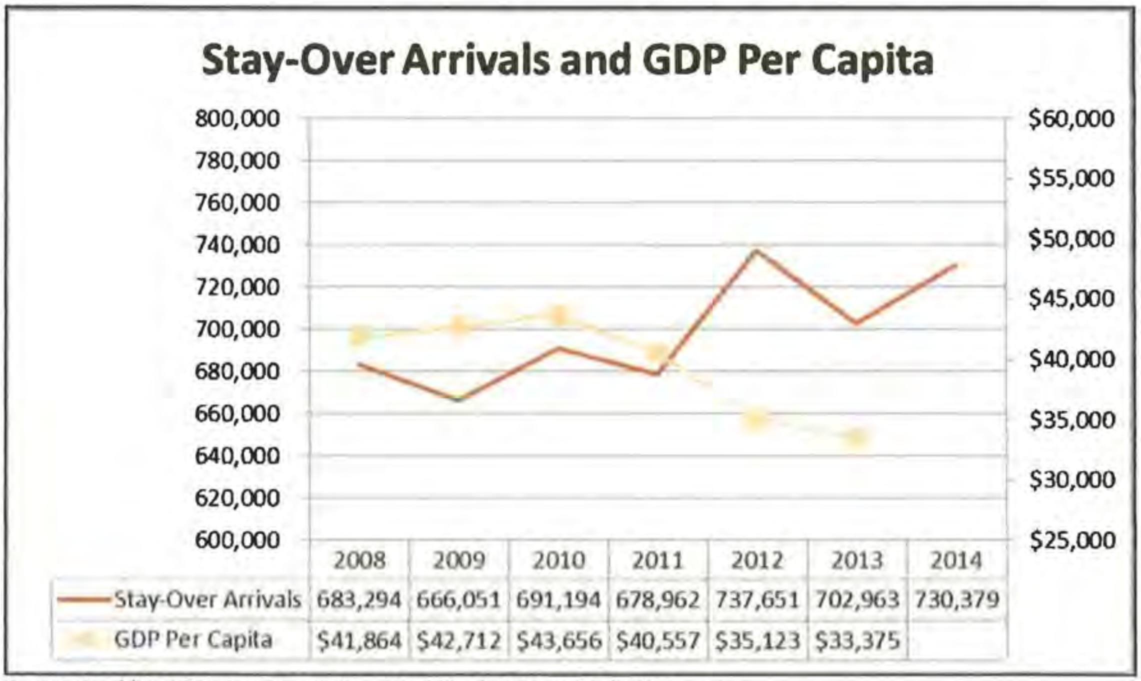
	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
St. Thomas / St. John	1,909,984	1,901,275	1,917,371	1,754,557	1,507,623	1,751,328	1,887,096	1,790,550	1,886,647	1,979,926
Growth		-0.46%	0.85%	-8.49%	-14.07%	16.16%	7.75%	-5.12%	5.37%	4.94%
St. Croix	54,502	35,191	7,146	2,510	105,093	149,418	158,186	117,165	116,436	127,238
Growth		-35.43%	-79.69%	-64.88%	4086.97%	42.18%	5.87%	-25.93%	-0.62%	9.28%
Total	1,912,539	1,903,533	1,917,878	1,757,067	1,582,264	1,858,946	2,008,991	1,904,468	1,998,579	2,083,890
Growth		-0.47%	0.75%	-8.38%	-9.95%	17.49%	8.07%	-5.20%	4.94%	4.27%
Cruise Visitor Expenditures (Millions)	$540.6	$558.8	$555.2	$441.0	$305.3	$306.3	$311.8	$332.7	$345.1	
		3.37%	-0.64%	-20.57%	-30.77%	0.33%	1.80%	6.70%	3.73%	

Source: VI Bureau of Economic Research

Totals for each island include 1st and 2nd ports of call; totals for USVI include only 1st port of call



In terms of stopover tourists, the U.S. Virgin Islands ranks 7th in the list of the top tourism markets in the Caribbean, with estimated year-end 2014 stay-over arrivals of about 730,000. The year 2014 indicated modest growth in arrivals, with 3.90% growth over the prior period based on data through November. The chart below illustrates the relationship between arrivals and GDP. We note that the continuing downturn in GDP is likely due to negative influences outside the tourism sector, such as the 2012 closure of the Hovensa oil refinery in St. Croix.



Source: Caribbean Tourism Association, WorldBank, Integra Realty Resources

Hotel Performance

Data from Smith Travel Research indicates 2014 occupancy for reporting hotels of 67.8%, up 3.29% over the prior year. The reported average daily rate (ADR) was $308.98 (up 0.51%), leading to Revenue Per Available Room Night (RevPar) of $209.53 (up 5.63%).

Hotel Performance by Country - USVI

	2013	2014	Growth
Sample Size (Rooms)		1504	
Room Nights Available (Supply)	$1,775,819	$1,750,284	-1.44%
Room Nights Sold (Demand)	$1,145,860	$1,186,924	3.58%
Occupancy	64.5%	67.8%	3.29%
Room Revenues	$352,268,119	$366,739,620	4.11%
ADR	$307.43	$308.98	0.51%
RevPar	$198.37	$209.53	5.63%
Rooms in Active Pipeline 12/31	0	453	

Note: Values in United States Dollars
Source: Smith Travel Research

Source: Smith Travel Research (STR Inc.)

According to STR, there are 453 rooms in the active pipeline, which would add 8.6% to the existing room stock of 4,818 rooms. These projects include the 153-room, proposed Embassy Suites in the mahogany Run area, and the 300-room, proposed Hyatt Regency in Mandal Bay. In addition, a hotel project was recently announced on Water Island; however, the developers have not yet announced a brand or number of proposed rooms.

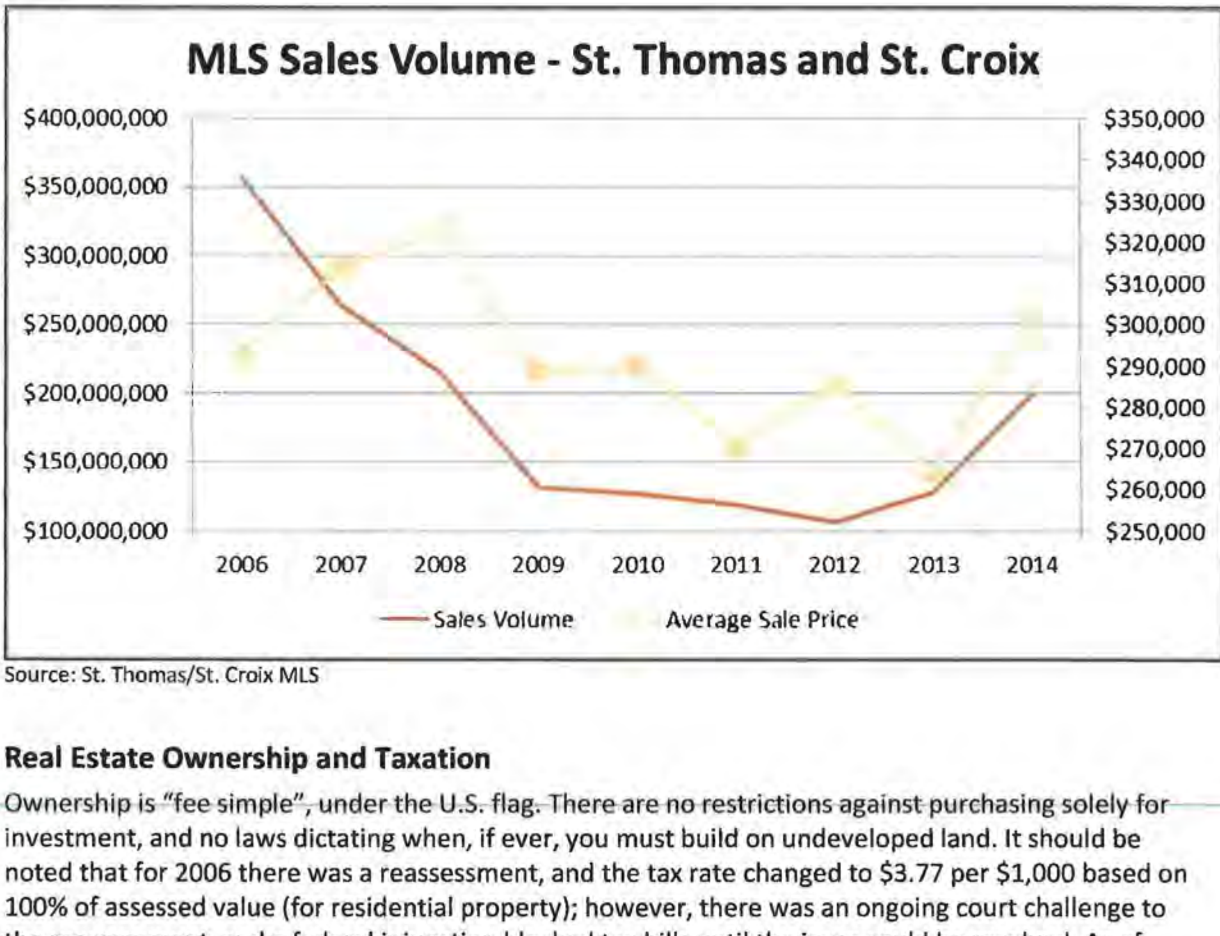
Housing / Property

As the supply of housing has increased in the last two decades, homeownership rates have also increased, although only slightly. Rates increased 1.9 percentage points between 2000 and 2010, and increased an additional 3.8 percentage points from 2010 to 2012. Average home prices dropped by 11.8 percent in 2008, but then increased in 2009 and 2010 by 4 percent and 12.3 percent, respectively. In 2012, average home prices fell 17.4% and then rebounded in 2013 with an increase of 22.1%. The average sales price in 2013 was $538,369. Presumably, much of the increased supply of new homes and condominiums has gone to non-residents and vacationers. Over the past decade, housing costs have accelerated at a far greater pace than resident incomes, putting home ownership beyond the reach of all but a few relatively wealthy islanders.

In 2013, St. Thomas and St. John had an average home sale price of $713,183, while the average home sale price in St. Croix was $306,083. While prices have not caught up with what they were in 2007, St. Thomas and St. John have seen some recovery in the overall housing market. St. Croix, however, continues to suffer from the closing of the Hovensa refinery. In 2014, the average single family home sales price in St. Croix was $334,167, while in St. Thomas it was $909,839.

The current situation is that the recovering housing market and general economic conditions on the US mainland is slowly having a positive impact in the US Virgin Islands' real estate market in terms of overall average home prices as well as the number of homes sold. Home sales in the territory, while still lower than 2007 figures, have increased annually since 2012.

According to statistical data provided by the Multiple Listing Service, the value of real estate sales in the St. Thomas-St. Croix MLS grew by 54% in 2014 to nearly $200 million on 883 transactions; volume seen since 2008 and sales pace not seen since 2007. This growth follows 20% growth in 2013 which came after six years of declines. The average sales price surpassed $300,000, a level also not seen since 2008.



Source: St. Thomas/St. Croix MLS

Real Estate Ownership and Taxation

Ownership is "fee simple", under the U.S. flag. There are no restrictions against purchasing solely for investment, and no laws dictating when, if ever, you must build on undeveloped land. It should be noted that for 2006 there was a reassessment, and the tax rate changed to $3.77 per $1,000 based on 100% of assessed value (for residential property); however, there was an ongoing court challenge to the reassessment, and a federal injunction blocked tax bills until the issue could be resolved. As of December, 2013, the 2006, 2007, 2008, 2009, 2010, 2011 and 2012 tax bills have all been issued under the old 1999 assessed values and tax rates. This federal court injunction regarding the tax reassessment of VI property values had previously prevented the government from collecting property tax for at least four years, resulting in the government losing US$25 million a month. New assessed values as well as amended tax rates were released in conjunction with the 2013 tax bills in August, 2014

All real estate transactions also require a Government Transfer Tax (stamp tax), which can be paid by the buyer or seller.

2% for property valued up to $350,000
2.5% for property valued from $350,001 to $1,000,000
3% for property valued from $1,000,001 to $5,000,000
3.5% for property valued over $5,000,001

Notable News and Developments

- The US Virgin Islands senate has rejected the proposal that would allow the sale of the former HOVENSA oil refinery in St Croix to Atlantic Basin Refining (ABR). The legislature had voted not to approve the operating agreement between the USVI government and (ABR), which agreement was a pre-condition to the sale. The rejection was due to legal issues in the contract which some senators felt were of too much risk for the country. The territory's new governor also announced a lawsuit against Hovensa to attempt foreclosure of the property. The refinery was the largest employer in the territory until its closure in 2012.

- The US House of Representatives has passed the Coast Guard Reauthorization Act, which should help level the charter yacht industry playing field. Prior to 1993 and the imposition of a six-passenger limitation on US uninspected vessels, the charter yacht industry in the US Virgin Islands was thriving, contributing over $100 million in annual revenue and hundreds of jobs to the local economy. A large chunk of the industry moved to the British Virgin Islands after the six-passenger rule limitation was initiated by the US Government. If the bill is adopted by the Senate and enacted into law, the ability of the USVI to compete in this industry should be significantly improved.

- Plans to build a new pier at the Havensight cruise terminal in St. Thomas are reportedly in the works. The new pier would enable the busy port to accommodate more ships, including the industry's largest ships. The project, known as Long Bay Landing, is for two 1,350-foot-long parallel berths that will be divided by a pier.

- After an extensive search and vetting process, the USVI Government has selected a group of local and regional investors to develop a hotel resort on Water Island, just off of St. Thomas. There are apparently eight hotel brands in discussions with the developers for branding the property.

- A Texas-based EB-5 Regional Center has announced an EB-5 funded commercial project known as the Port of Mandahl Caribbean Conference Resort. When completed, the development is reportedly planned to include two full-service hotels, a golf course, a state of the art conference center, retail and commercial space, and high-end residential units. EB-5 is a type of economic citizenship program whereby the United States grants citizenship to investors of certain approved projects in areas where the economic boost is needed. Regional Centers are tasked with selling the investments such as limited partnerships to international buyers.

- The Margaritaville (Wyndham) Vacation Club is under construction in Water Bay on the East End of the island of St. Thomas. The project is a renovation of the 290-room Renaissance Grand Beach Resort into 262 timeshare oriented condominium units.

- The University of the Virgin Islands has announced plans to develop a medical school on St. Thomas, which will be operated in collaboration between the hospitals on St. Thomas and St. Croix.

Conclusions

Economic conditions in the U.S. Virgin Islands appear to be slower to recover than many areas of the region, particularly in St. Croix, where industrial development has been more of a focus than tourism. The closure of the Hovensa refinery and the inability of either the owners or the Government to facilitate a sale to a buyer who can re-open the facility as a refinery will continue to plague St. Croix until other new developments occur that can create new jobs. There appears to be some resurgence in tourism for St. Thomas and St. John, and real estate activity appears to be beginning to improve; however, many businesses – even those catering to cruise ship passengers – continue to struggle. Our forecast is for continued improvement in arrivals and hotel statistics, but only gradual economic improvement for the overall territory.

Area Map


St Thomas Ferry
La Vallee
Northside
Christiansted
Sight
Jacks Bay
C R O I X
Frederiksted
Lowry Hill Rd
Atlantic Ocean
Caribbe
bing

Surrounding Area Analysis

Location

The subject is in Estate Plessen, a relatively small estate situated along the north side of Centerline Road (highway 70). This general area is located in the southwest part of the island of St. Croix, just north of the airport and between Frederiksted and Christiansted, two main commercial centers on St. Croix. St. Croix is located 40 miles south of St. Thomas and St. John, and about 50 miles east of Puerto Rico.

Access and Linkages

Primary access to the area is via Centerline Road, which the subject has significant frontage along. Secondary access is provided by Melvin Evans Highway. These two roads act as major arterials that cross the island in a northeast/southwest direction and are the primary routes between Christiansted and the town of Frederiksted, the two main towns on the island. Overall, vehicular access to the area is good.

The Henry E. Rholson International Airport is located about a mile south of the subject property, with a travel time of approximately 5-10 minutes depending on traffic conditions.

Demand Generators

The economy of St. Croix was once dominated by agriculture, but there was rapid industrialization of the island's economy in the 1960s which changed this. As do many other Caribbean islands today, St. Croix relies on tourism as one of its main sources of revenue. There are, however, a number of other industries on the island to help support the economy.

The largest employer of the island, until 2012, was HOVENSA, one of the world's largest oil refineries. HOVENSA is owned and operated by Hess Oil Virgin Islands Corp. (HOVIC), a division of U.S.- based Hess Corporation, and Petroleos de Venezuela, SA (PDVSA), the national oil company of Venezuela.

On January 18, 2012, it was announced that the Hovensa refinery would be permanently shut down. This has had a major impact causing an economic downturn on the island, leaving 1,158 former Hovensa workers unemployed and many more employed by the company's contractors according to the United States Department of Labor.

As of September 15, 2014, it was announced that an agreement to purchase the refinery has been agreed to in principle with an undisclosed buyer. The Governor stated that the potential buyer was planning to re-open and operate the facility as a refinery; however, this agreement fell through as the Virgin Islands Legislature voted to reject the sale.

A recent decision by the Virgin Islands Legislature rejected a proposed amendment to the agreement between Hovensa and the Government of the Virgin Islands, and it appears that litigation between the two parties is inevitable. As of March 2015 the V.I. Government approved a request by the Governor for $1,000,000 to fund legal counsel in an effort to sue Hovensa for past due payment as part of an earlier reached settlement agreement. During this time, the government has continued marketing the refinery in hopes of a potential buyer.

Also located in St. Croix is the Cruzan Rum Distillery, makers of Cruzan Rum and other liquors such as Southern Comfort. This distillery was founded in 1760, and at one time solely produced a single, "dark" style rum made from local sugar cane. Currently the sugar molasses used in their various products is imported mostly from the Dominican Republic.

In addition, the liquor producer Diageo completed construction in 2012 of a new distillery on a 26 acre industrial site next to the Hovensa Refinery for the purpose of producing Captain Morgan Rum. The events that caused Diageo's entrance into the U.S. Virgin Islands rum industry are controversial, however; as the USVI government (which is certainly in need of revenues) was able to secure $250 million in bonds for the plant; a fact about which the Puerto Rican government has protested.

Land Use

The area is suburban in character and approximately 50% developed.

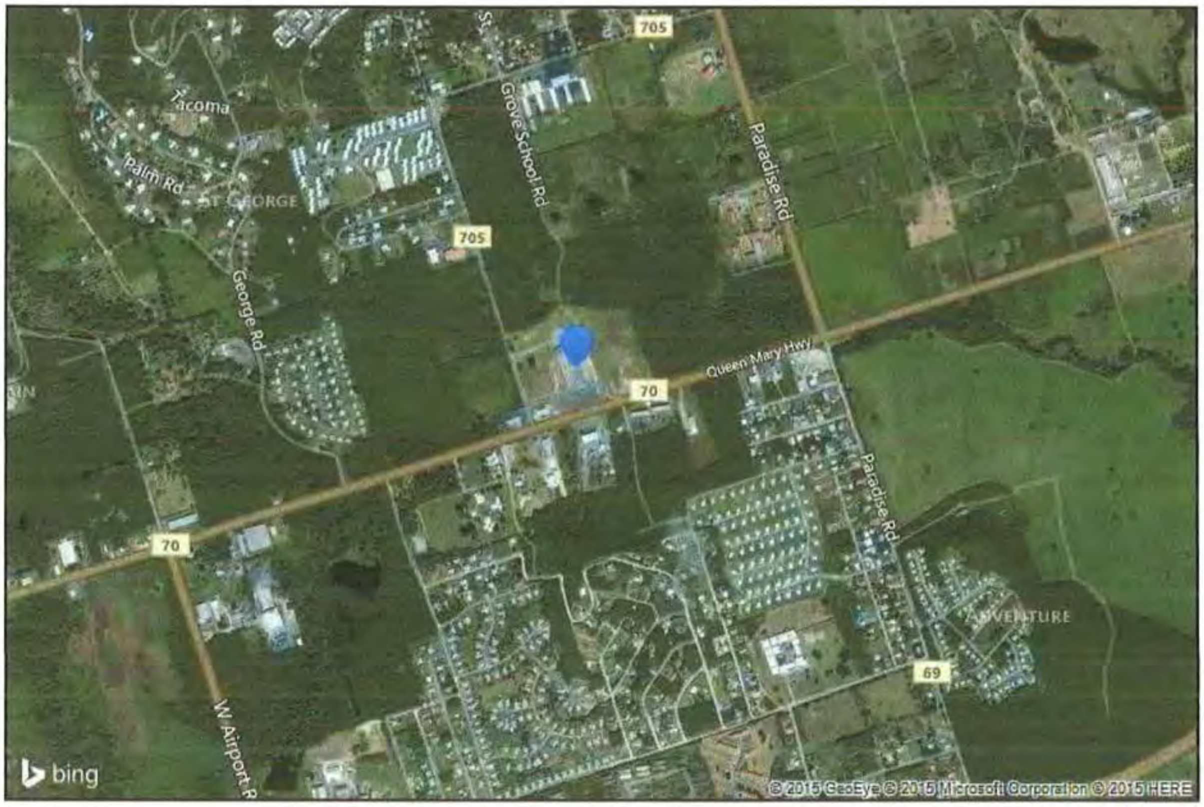
Land uses immediately surrounding the subject are predominantly vacant land, but include single family residential, commercial and some special purpose uses. Typical ages of building improvements range from 15 to 50 years. Specific land users in the area include the Loreign Village Apartments, Grace Baptist Church, Consumer Service Station, Centerline Cash and Carry, St. George Botanical Gardens, Espoire Business Center and vacant residential and agricultural land.

The subject is located about 1.5 miles east of the Sunshine Mall Shopping Center anchored by K-Mart. Sunny Isle Shopping Center, the largest retail center in St. Croix, is located approximately 7.5 miles west of the subject property.

Outlook and Conclusions

The area is in the stable stage of its life cycle. Recent development activity has been intermittent. As the economy continues its recovery from the closing of the HOVENSA oil refinery, downward pressure on property values will likely continue. The area of the subject property is primarily residential, with supportive retail along Centerline Road. We anticipate that property values will remain stable in the near future.

Surrounding Area Map



Property Analysis

Land Description and Analysis

Land Description	
Land Area	16.04 acres; 698,568 SF
Source of Land Area	Land survey by Antillean Engineers Inc.
Primary Street Frontage	Centerline Road - 476 feet
Secondary Street Frontage	Hwy. 705 - 776 feet
Shape	Irregular
Corner	No
Water Frontage	No
Topography	Gently sloping towards the rear of the property and slightly below street grade
Drainage	No problems reported or observed
Environmental Hazards	None reported or observed
Ground Stability	No problems reported or observed
Flood Area Panel Number	7800000079G
Date	April 16, 2007
Zone	X
Description	Outside of 500-year floodplain
Insurance Required?	No
Zoning; Other Regulations	
Zoning Jurisdiction	U.S. Virgin Islands Department of Planning and Natural Resources
Zoning Designation	B-2
Description	Business - Secondary
Legally Conforming?	Appears to be legally conforming
Zoning Change Likely?	No
Permitted Uses	Variety of business and commercial uses
Minimum Lot Area	5,000 sq. ft. for principally residential; no minimum for nonresidential
Minimum Street Frontage (Feet)	None
Minimum Lot Width (Feet)	None
Minimum Lot Depth (Feet)	None
Minimum Setbacks (Feet)	None
Maximum Building Height	No maximum except in historically certified areas, where the maximum height of any structure shall not exceed 3 stories.
Maximum Site Coverage	40% (for principally residential uses)
Maximum Density	80 persons/acre for residential, including hotels
Maximum Floor Area Ratio	1
Other Land Use Regulations	None
Utilities	
Service	Provider
Water	WAPA
Sewer	WAPA
Electricity	WAPA
Natural Gas	N/A
Local Phone	Various providers

The subject site has three ingress/egress points. The main entrance to the property is located on the southeast portion of the site along Centerline Road. There are two additional points of access to the site along the western property line from Highway 705. The southernmost access point serves as the secondary ingress/egress to the Plaza Extra Supermarket. The other access point along the western property line services the rear of the property, designed for large shipping trucks to deliver supplies.

We are not experts in the interpretation of zoning ordinances. An appropriately qualified land use attorney should be engaged if a determination of compliance with zoning is required.

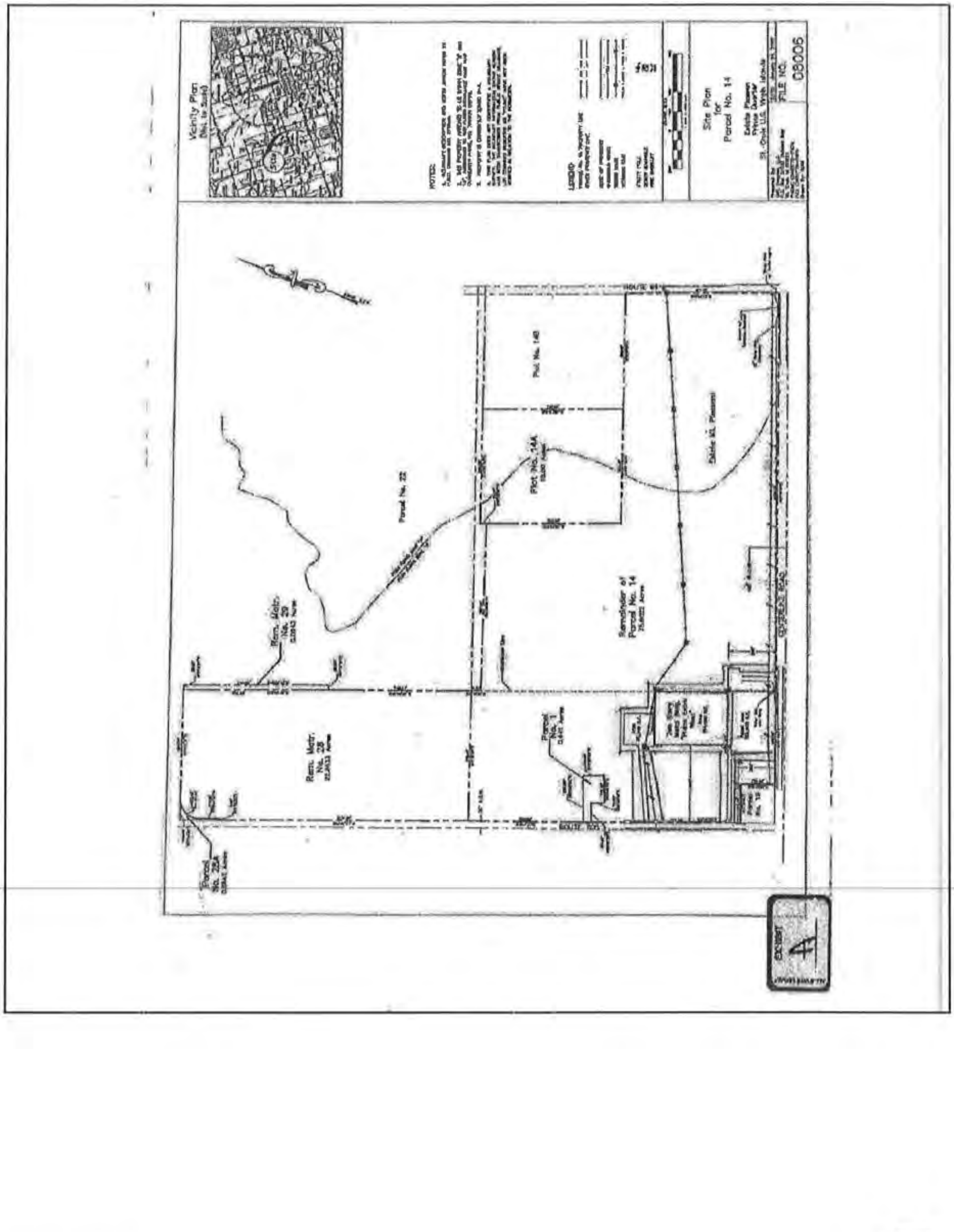
Easements, Encroachments and Restrictions

We were not provided a current title report to review. We are not aware of any easements, encroachments, or restrictions that would adversely affect value. Our valuation assumes no adverse impacts from easements, encroachments, or restrictions, and further assumes that the subject has clear and marketable title.

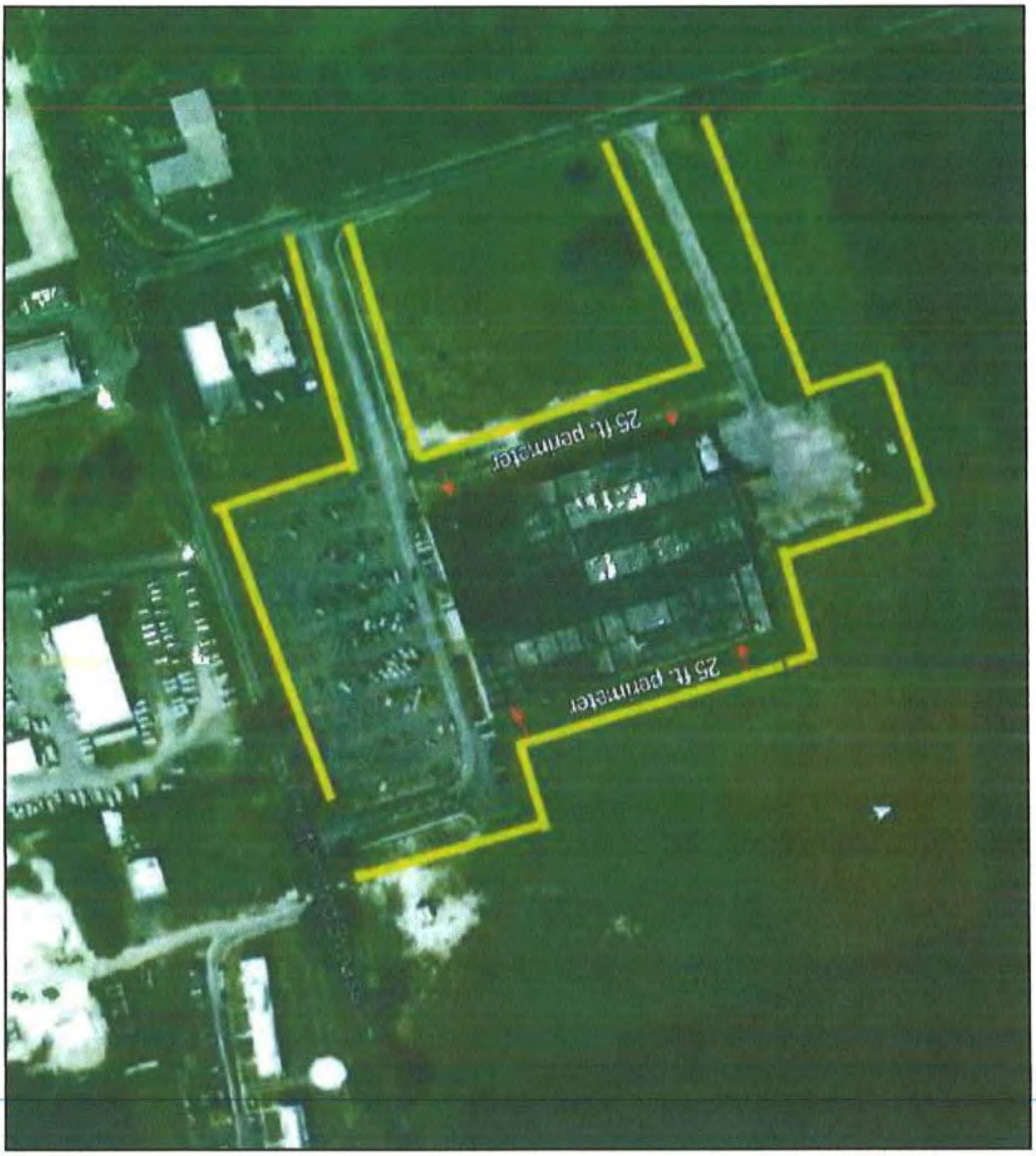
Conclusion of Land Analysis

Overall, the physical characteristics of the site and the availability of utilities result in functional utility suitable for a variety of uses including those permitted by zoning. The subject's access and frontage along two roads, one of which is a major thoroughfare (Centerline Road); is a major appeal of this site.

Site Survey



Aerial Photograph



Improvements Description and Analysis

The subject is an existing supermarket property containing 163,313 square feet of gross building area, which includes a retail/shopping area, a warehouse/storage area, and offices. The improvements were constructed in 1999, were previously owner occupied and are now 100% leased. The site area is 16.037 acres or 698,568 square feet.

Improvements Description	
Name of Property	Plaza Extra West
General Property Type	Retail
Property Sub Type	Mixed Use
Competitive Property Class	B
Occupancy Type	Single Tenant
Percent Leased	100%
Number of Tenants	1
Tenant Size Range (SF)	163,313 - 163,313
Number of Buildings	1
Stories	One with a portion containing an upper level office area.
Construction Class	B
Construction Type	Reinforced concrete frame
Construction Quality	Good
Condition	Good
Gross Building Area (SF)	163,313
Percent Office Space	2.84%
Land Area (SF)	698,568
Floor Area Ratio (GBA/Land SF)	0.23
Building Area Source	Survey
Year Built	1999
Year Renovated	N/A
Actual Age (Yrs.)	15
Estimated Effective Age (Yrs.)	10
Estimated Economic Life (Yrs.)	40
Remaining Economic Life (Yrs.)	30
Number of Parking Spaces	210
Source of Parking Count	Inspection
Parking Type	Surface
Parking Spaces/1,000 SF GBA	1.29

Construction Details	
Foundation	Reinforced concrete footings
Basement	None
Structural Frame	Reinforced concrete block
Exterior Walls	Synthetic stucco over masonry
Windows	Storefront has glass sliding doors; building has no other windows.
Roof	Unable to gain access but appears to be a flat, membrane roof
Dock Height Loading Doors	Unable to access; assumed typical of market
Drive-in Doors	Unable to access; assumed typical of market
Interior Finishes	The improvements are currently upfit for use as a full-service supermarket containing 163,313 total square feet of gross building area which includes 62,709 square feet of retail shopping area, 91,322 square feet of warehouse space and 4,641 square feet of office area which is located on the second floor. The ground floor retail space is upfit with typical supermarket build-out including open air coolers around the outer edges of the improvements, a pharmacy, a dining area with sandwhiches, pizza and coffee, and a full service deli. The warehouse space contains two levels and is primarily used for storage.
Floors	Retail portion is vinyl composition tile. Unable to access the warehouse/storage portion or the office portion, but assumed exposed concrete floors and vinyl composition tile floors, respectively.
Walls	Combination of painted masonry and drywall in the retail portion; assumed masonry in the warehouse portion; assumed a combination of painted masonry and drywall in the office portion.
Ceilings	Drop down, accoustical tile in the retail portion; assumed exposed to rafters in warehouse portion; assumed drop down, accoustical tile in office portion.
Lighting	Fluorescent
Electrical	Assumed typical installation to codes
Plumbing	Assumed typical installation to codes
Air Conditioning	Central
Rest Rooms	Adequate
Sprinklers	100% wet in the retail portion; assumed 100% wet in the warehouse and office portions.
Security	Interior and exterior cameras throughout the improvements
Climate Control	Typical amount of cold storage for supermarket properties
Site Improvements	
Landscaping	None
No. of Customer Parking Spaces	210
Gates/Fencing	None
Paving	Typical, asphalt

Improvements Analysis

Quality and Condition

The quality and condition of the subject is considered to be superior to that of competing properties. The subject improvements were constructed in 1999 and have been well maintained based on our inspection. The ceiling in the retail shopping area features 20 foot ceiling heights with fluorescent lighting and average to good quality fixtures including a sit-down dining area.

Functional Utility

The improvements appear to be adequately suited to their current use, and there do not appear to be any significant items of functional obsolescence.

Deferred Maintenance

No deferred maintenance is apparent from our inspection, and none is identified as of the effective valuation date based on client discussions.

ADA Compliance

Based on our inspection and information provided, we are not aware of any ADA issues. However, we are not expert in ADA matters, and further study by an appropriately qualified professional would be recommended to assess ADA compliance.

Hazardous Substances

An environmental assessment report was not provided for review and environmental issues are beyond our scope of expertise. No hazardous substances were observed during our inspection of the improvements; however, we are not qualified to detect such substances. Unless otherwise stated, we assume no hazardous conditions exist on or near the subject.

Conclusion of Improvements Analysis

In comparison to other competitive properties in the region, the subject improvements are rated as follows:

Improvements Ratings	
Access	Above Average
Visibility/Exposure	Above Average
Design and Appearance	Average
Age/Condition	Above Average
Adaptability of Space to other Retail Users	Below Average
% Office	Average
Loading Docks	Average
% Sprinklered	Average

Overall, the quality, condition, and functional utility of the improvements are slightly above average for their age and location. The improvements are in average to good condition, and benefit from good access/exposure along a major thoroughfare in this area. The large size of the subject limits any benefit of alternate uses in this market.

Front exterior of improvements
(Photo Taken on June 16, 2015)

Front and side exterior
(Photo Taken on June 16, 2015)

Side exterior
(Photo Taken on June 16, 2015)

Parking lot
(Photo Taken on June 16, 2015)

Interior of retail shopping area
(Photo Taken on June 16, 2015)

Interior of retail shopping area
(Photo Taken on June 16, 2015)

Interior of retail shopping area
(Photo Taken on June 16, 2015)

Dining area
(Photo Taken on June 16, 2015)

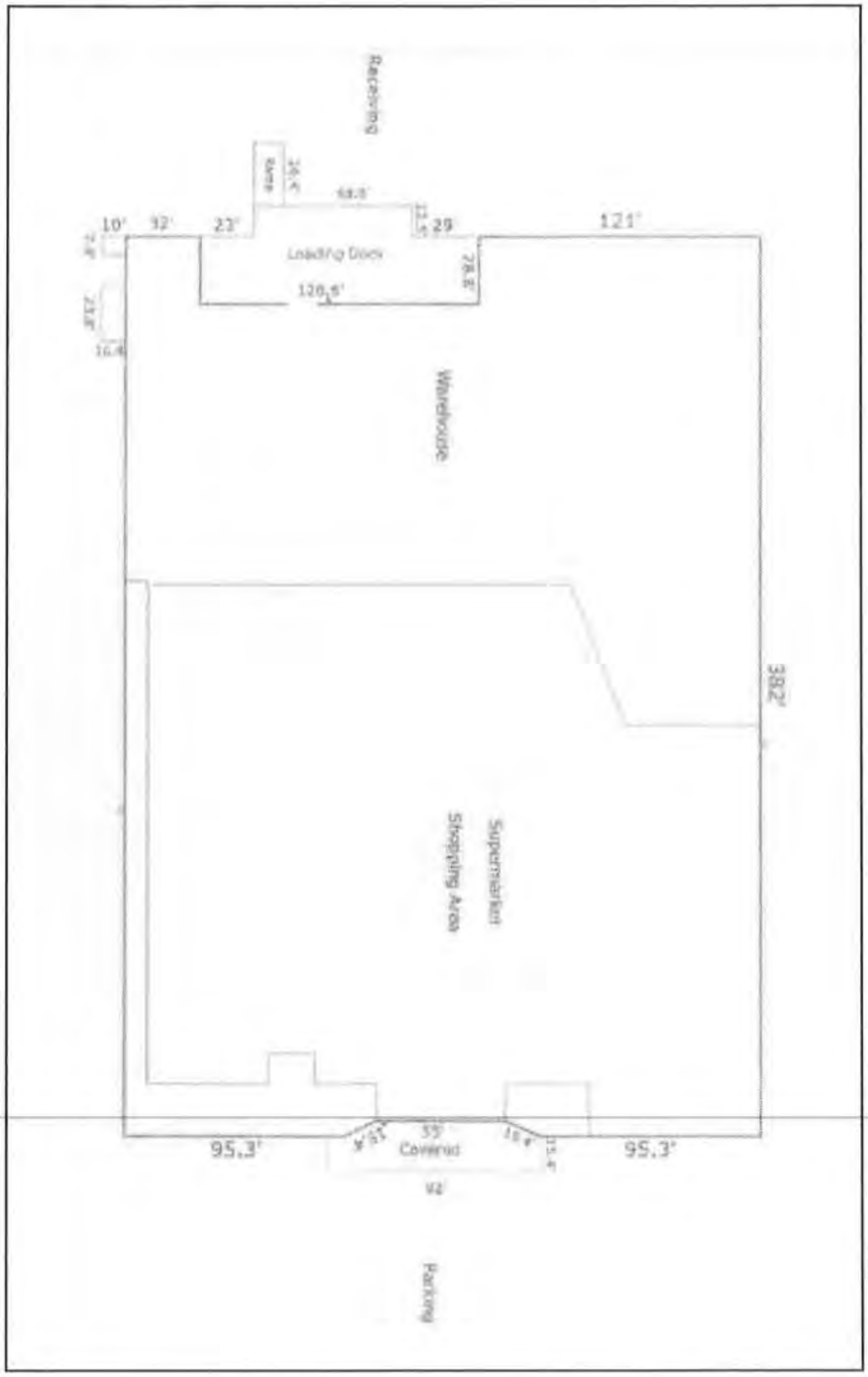
View of upper level office area
(Photo Taken on June 16, 2015)

Retail area bathroom
(Photo Taken on June 16, 2015)

Street view of Centerline Road looking east
(Photo Taken on June 16, 2015)

Street view of Highway 705 looking south
(Photo Taken on June 16, 2015)

Floor Plan – Main (Lower) Level



Floor Plan – Upper Level

Real Estate Taxes

The situation surrounding real estate taxes in the Virgin Islands has been in flux since 2006. At that time there had been a reassessment which resulted in a dramatic increase in property values and a significant increase in the tax rates (which went from 1.25% at 60% of value to 3.44% at 100% of value). This prompted a class action lawsuit and subsequent injunction that resulted in the 2006 tax bills being rescinded.

Several years went by without any tax bills being released, followed by two tax bills per year being issued based on the old assessments and tax rates. The 2013 bills were released in September of last year, using somewhat updated values from the 2006 reassessment. Most recently, the 2014 tax bills were released in February, 2015, using the new assessed values. In addition, new tax rates were announced for the year 2013 as follows.

2013 Tax Rates

Property Type	Tax Rate (per $1 of assessed value)
Unimproved non-commercial real property	0.004946
Residential real property	0.003770
Commercial real property	0.007110
Timeshare real property	0.014070

Note that these rates are based on 100% of the assessed value. Real estate taxes and market value assessments for the 2015 tax year are shown in the following table. The property contains direct assessments of $2,769 for a sewer fee

Taxes and Assessments - 2015

	Assessed Value			Taxes and Assessments			
Tax ID	Land	Improvements	Total	Tax Rate	Ad Valorem Taxes	Direct Assessments	Total
4-06200-0408-00	$105,468	$4,521,500	$4,626,968	0.711000%	$32,898	$2,769	$35,667

It should be noted that the subject represents only a portion of the overall tax parcel, which contains 108.43 acres. The assessed land value for the entire parcel is $713,100, or $6,576.59 per acre. To estimate the subject's tax liability, we utilize the average assessed value per acre for the subject's land area and apply the subject's land area of 16.037 acres, which indicates an assessed value for the subject's land of $105,468 ($6,576.59 x 16.037). All of the improvements for this tax parcel were located on the subject's portion of land; therefore we utilize 100% of the assessed value for the improvements.

The property is currently under-assessed based on our opinion of market value. For the purposes of this report, we have assumed the 2015 tax bills will be issued by the end of the year based on the new tax rates and assessments, at which point the Virgin Islands will become current with regards to their property taxes.

Highest and Best Use

Process

Before a property can be valued, an opinion of highest and best use must be developed for the subject site, both as if vacant, and as improved or proposed. By definition, the highest and best use must be:

- Physically possible.
- Legally permissible under the zoning regulations and other restrictions that apply to the site.
- Financially feasible.
- Maximally productive, i.e., capable of producing the highest value from among the permissible, possible, and financially feasible uses.

As If Vacant

Physically Possible

The physical characteristics of the site do not appear to impose any unusual restrictions on development. Overall, the physical characteristics of the site and the availability of utilities result in functional utility suitable for a variety of uses.

Legally Permissible

The site is zoned B-2, Business - Secondary . Permitted uses include variety of business and commercial uses. To our knowledge, there are no legal restrictions such as easements or deed restrictions that would effectively limit the use of the property. Given prevailing land use patterns in the area, only retail use is given further consideration in determining highest and best use of the site, as though vacant.

Financially Feasible

In that the subject property is a grocery store, we have considered the feasibility of a new retail supermarket on the subject site. The St. Croix population stands at about 50,000 according to the 2010 census data (plus part time residents and tourists). This number has reportedly decreased over the past three years as the economic effects of the Hovensa Oil Refinery are felt, and people are moving from St. Croix as a result of lack of jobs; however there is no publically available data to support this. There are five major grocery stores that service this population which include:

- Pueblo – Golden Rock Shopping Center, Christiansted
- Pueblo – Villa Reine (mid-island)
- Plaza Extra East – Christiansted
- Plaza Extra West (subject)
- Cost-U-Less – (mid-island)

In addition to these major grocery stores, there are also two K-Mart's which both have limited grocery items, as well as other smaller, independent grocery stores including Stop & Save and Food Town. These stores are about 21,000 and 15,000 s.f. in size, and contain a full assortment of grocery items. The Stop & Save, located just outside of Frederiksted, opened in 2010 and the most direct competitor to the subject due to its location.

According to the 2010 Census data, there are 9 sub districts in St. Croix. The subject appears to be located near the border of the Northcentral, Northwest and Southcentral sub districts. Further west of are the Southwest and Frederiksted sub districts. These five districts contain approximately 50% of the island's population. Along with the subject, only Stop & Shop and K-Mart (limited grocery supply) are located in any of these five sub districts, meaning only two full-service grocery stores service 56% of the population, and the other five main stores service the remaining 44% of the population.

These figures would indicate an under-served population base in the area of the subject, particularly if the subject wasn't developed and consisted of vacant land. Based on this analysis of the market, there is currently adequate demand for retail (grocery/supermarket) use in the subject's area. It appears that a newly developed retail use on the site would have a value commensurate with its cost. Therefore, retail use is considered to be financially feasible.

Maximally Productive

There does not appear to be any reasonably probable use of the site that would generate a higher residual land value than retail use. Accordingly, it is our opinion that retail use, developed to the normal market density level permitted by zoning, is the maximally productive use of the property.

Conclusion

Development of the site for retail use is the only use that meets the four tests of highest and best use. Therefore, it is concluded to be the highest and best use of the property as if vacant.

As Improved

The subject site is developed with a retail supermarket that contains 163,313 square feet of gross building area, which is consistent with the highest and best use of the site as if it were vacant.

The existing improvements are currently leased and produce a positive cash flow that we expect will continue. Therefore, a continuation of this use is concluded to be financially feasible.

Based on our analysis, there does not appear to be any alternative use that could reasonably be expected to provide a higher present value than the current use, and the value of the existing improved property exceeds the value of the site, as if vacant. For these reasons, continued retail use is concluded to be maximally productive and the highest and best use of the property as improved.

Most Probable Buyer

Taking into account the size and characteristics of the property the likely buyer is an owner-operator.

Valuation

Valuation Methodology

Appraisers usually consider three approaches to estimating the market value of real property. These are the cost approach, sales comparison approach and the income capitalization approach.

The **cost approach** assumes that the informed purchaser would pay no more than the cost of producing a substitute property with the same utility. This approach is particularly applicable when the improvements being appraised are relatively new and represent the highest and best use of the land or when the property has unique or specialized improvements for which there is little or no sales data from comparable properties.

The **sales comparison approach** assumes that an informed purchaser would pay no more for a property than the cost of acquiring another existing property with the same utility. This approach is especially appropriate when an active market provides sufficient reliable data. The sales comparison approach is less reliable in an inactive market or when estimating the value of properties for which no directly comparable sales data is available. The sales comparison approach is often relied upon for owner-user properties.

The **income capitalization approach** reflects the market's perception of a relationship between a property's potential income and its market value. This approach converts the anticipated net income from ownership of a property into a value indication through capitalization. The primary methods are direct capitalization and discounted cash flow analysis, with one or both methods applied, as appropriate. This approach is widely used in appraising income-producing properties.

Reconciliation of the various indications into a conclusion of value is based on an evaluation of the quantity and quality of available data in each approach and the applicability of each approach to the property type.

The methodology employed in this assignment is summarized as follows:

Approaches to Value

Approach	Applicability to Subject	Use in Assignment
Cost Approach	Applicable	Utilized
Sales Comparison Approach	Not Applicable	Not Utilized
Income Capitalization Approach	Applicable	Utilized

Land Valuation

To develop an opinion of the subject's land value, as if vacant and available to be developed to its highest and best use, we utilize the sales comparison approach. Our search for comparable sales focused on transactions within the following parameters:

- Location: St. Croix
- Size: 1.5 – 20.0 acres
- Use: Commercial
- Transaction Date: Within five years of the effective appraisal date

For this analysis, we use price per acre as the appropriate unit of comparison because market participants typically compare sale prices and property values on this basis. Our search for land sales did not reveal any recent transactions of comparable properties as large as the subject. Therefore, we have utilized smaller land sales that contain the same highest and best use as the subject and have applied necessary adjustments for the difference in size in this analysis. The most relevant sales are summarized in the following table.

Summary of Comparable Land Sales

No.	Name/Address	Sale Date; Status	Sale Price	SF; Acres	Zoning	$/SF Land	$/Acre
1	35B & 35C Estate La Grande Princess 35B & 35C Estate La Grande Princess Company Quarter St. Croix VI Parcel ID: 2-02607-0103-00 *Comments: Although the property is zoned residential, buyer plans to attmept to re-zone and develop with a commercial use according to the selling broker.*	Feb-12 Closed	$350,000	129,809 2.98	Residence - Medium Density	$2.70	$117,450
2	18, 19, 21, and 23 Golden Rock 18,19, 21, and 23 Golden Rock Company Quarter St. Croix VI Parcel ID: 2-02715-0109-00 *Comments: According to the listing agent, the sales price represented market value at the time of the transaction.*	Jul-11 Closed	$505,000	155,509 3.57	Commercial	$3.25	$141,457
3	5 Estate Pearl 5 Estate Pearl Queen Quarter St. Croix VI Parcel ID: 2-08500-0106-00 *Comments: South central area of island, above average exposure*	Nov-10 Closed	$470,000	305,791 7.02	Commercial	$1.54	$66,952
4	2A & 2B Estate Hogensberg 2A & 2B Hogensberg Prince Quarter St. Croix VI Parcel ID: 4-07800-0163-00, 4-07800-0129-00 (Part) *Comments: In middle of the island, across from K-Mart. I-2 allows many light industrial and business uses.*	Mar-10 Closed	$280,000	81,893 1.88	Light Industrial/ Business	$3.42	$148,936
	Subject Plaza Extra West Prince Quarter, St. Croix, Virgin Islands			698,568 16.04	Business - Secondary		

*Values expressed in United States Dollars

Comparable Land Sales Map

Sale 1
35B & 35C Estate La Grande Princess

Sale 2
18, 19, 21, and 23 Golden Rock

Sale 3
5 Estate Pearl

Sale 4
2A & 2B Estate Hogensberg

Analysis and Adjustment of Sales

The sales are compared to the subject and adjusted to account for material differences that affect value. Adjustments are considered for the following factors, in the sequence shown below.

Adjustment Factor	Accounts For	Comments
Effective Sale Price	Atypical economics of a transaction, such as demolition cost or expenditures by buyer at time of purchase.	No adjustments were necessary.
Real Property Rights	Fee simple, leased fee, leasehold, partial interest, etc.	No adjustments were necessary.
Financing Terms	Seller financing, or assumption of existing financing, at non-market terms.	No adjustments were necessary.
Conditions of Sale	Extraordinary motivation of buyer or seller, assemblage, forced sale.	No adjustments were necessary.
Market Conditions	Changes in the economic environment over time that affect the appreciation and depreciation of real estate.	Market conditions have steadily declined in St. Croix over the past two years since the closing of the HOVENSA oil refinery. As a result, downward adjustments were applied to sales two, three and four since they occurred prior to the closing of the refinery.
Location	Market or submarket area influences on sale price; surrounding land use influences.	Sale one is located in a similar area along a major thoroughfare and no adjustment was necessary. Sale two is located along a major thoroughfare in a superior area with more economic development and revitalization and a downward adjustment was applied. Sale three is located in an inferior area for commercial development. This sale is also located along a road with lower traffic counts than the subject, which is considered inferior for commercial properties. Therefore, an upward adjustment was applied to sale three. Sale four is located in proximity to the

Adjustment Factor	Accounts For	Comments
		subject, along the same thoroughfare, and no adjustment was necessary.
Access/Exposure	Convenience to transportation facilities; ease of site access; visibility; traffic counts.	The subject is not located on a corner lot; however, it does have access from two roads, one of which is a major thoroughfare. Sale one is not located on a corner, but does benefit from access/exposure along two roads including a major thoroughfare. Therefore, no adjustment was necessary. Sales two and four have access from only one road and upward adjustments were applied. Sale three is located on a true corner and a downward adjustment was applied.
Size	Inverse relationship that often exists between parcel size and unit value.	All of the sales are smaller in size than the subject site. Typically, a smaller land lot will sell for a higher price per acre with all else equal based on economies of scale. Therefore, downward adjustments were applied to each sale based on their smaller size.
Shape and Topography	Primary physical factors that affect the utility of a site for its highest and best use.	Sale two is L-shaped which could limit some development potential and a downward adjustment was applied.
Zoning	Government regulations that affect the types and intensities of uses allowable on a site.	Sale one was zoned residential at the time of sale. Although the buyer of this property intends to rezone the site to a commercial or business designation, the process requires the owner to invest time and money to gain approval for rezoning. There is also a risk that the property will be denied the owner's request. Therefore, we have applied an upward adjustment to this sale for its inferior zoning designation. Sale four contains an industrial zoning

Adjustment Factor	Accounts For	Comments
		designation which is considered as desirable as a business or commercial designation due to the flexibility of allowable uses and no adjustment was necessary to this sale.
Entitlements	The specific level of governmental approvals attained pertaining to development of a site.	No adjustments were necessary.

The following table summarizes the adjustments we make to each sale.

Land Sales Adjustment Grid

	Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4
Name	Plaza Extra West	35B & 35C Estate La Grande Princess	18, 19, 21, and 23 Golden Rock	5 Estate Pearl	2A & 2B Estate Hogensberg
Address	Plot No. 14 (Part) Estate Plessen	35B & 35C Estate La Grande Princess	18,19, 21, and 23 Golden Rock	5 Estate Pearl	2A & 2B Hogensberg
City	Prince Quarter	Company Quarter	Company Quarter	Queen Quarter	Prince Quarter
County	St. Croix	St. Croix	St. Croix	St. Croix	St. Croix
State	Virgin Islands	VI	VI	VI	VI
Sale Date		Feb-12	Jul-11	Nov-10	Mar-10
Sale Status		Closed	Closed	Closed	Closed
Sale Price		$350,000	$505,000	$470,000	$280,000
Square Feet	698,568	129,809	155,509	305,791	81,893
Acres	16.04	2.98	3.57	7.02	1.88
Corner	No	No	No	Yes	No
Topography	Gently Sloping	Gently Sloping	Gently Sloping	Level	Level
Shape	Irregular	Rectangular	Irregular	Irregular	Rectangular
Zoning Code	B-2	R-3	B3 and C	C	I-2
Zoning Description	Business - Secondary	Residence - Medium Density	Commercial	Commercial	Light Industrial/ Business
Price per Acre		**$117,450**	**$141,457**	**$66,952**	**$148,936**
Property Rights		Fee Simple	Fee Simple	Fee Simple	Fee Simple
% Adjustment		–	–	–	–
Financing Terms		Cash to seller	Cash to seller	Cash to seller	Cash to seller
% Adjustment		–	–	–	–
Conditions of Sale		Arm's length	Arm's length	Arm's length	Arm's length
% Adjustment		–	–	–	–
Market Conditions	4/30/2014	Feb-12	Jul-11	Nov-10	Mar-10
Annual % Adjustment		–	-10%	-10%	-10%
Cumulative Adjusted Price		**$117,450**	**$127,311**	**$60,256**	**$134,043**
Location		–	-10%	50%	–
Access/Exposure		–	5%	-5%	5%
Size		-20%	-20%	-10%	-25%
Shape and Topography		–	-5%	–	–
Zoning		10%	–	–	–
Entitlements		–	–	–	–
Net $ Adjustment		-$11,745	-$38,193	$21,090	-$26,809
Net % Adjustment		-10%	-30%	35%	-20%
Final Adjusted Price		**$105,705**	**$89,118**	**$81,346**	**$107,234**
Overall Adjustment		-10%	-37%	22%	-28%

Range of Adjusted Prices	**$81,346 - $107,234**
Average	**$95,851**
Indicated Value	**$105,000**

Land Value Conclusion

Prior to adjustment, the sales reflect a range of $66,952 - $148,936 per acre. After adjustment, the range is narrowed to $81,346 - $107,234 per acre, with an average of $95,851 per acre. We give greatest weight to sale one based on its more recent transaction date as well as its low net adjustments. Secondary emphasis was placed on sale four based on its proximity to the subject. The least emphasis was placed on sales two and three, and we arrive at a land value conclusion as follows:

Land Value Conclusion *	
Indicated Value per Acre	$105,000
Subject Acres	16.04
Indicated Value	$1,683,875
Rounded	$1,680,000

*Values expressed in United States Dollars

Cost Approach

The steps taken to apply the cost approach are:

- Develop an opinion of the value of the land as though vacant and available to be developed to its highest and best use, as of the effective date of the appraisal;
- Estimate the replacement cost new of the existing improvements using Marshall Valuation Service;
- Estimate depreciation from all causes and deduct this estimate from replacement cost new to arrive at depreciated replacement cost of the improvements; and
- Add land value to the depreciated replacement cost of the improvements to arrive at a market value indication for the property overall.

Replacement Cost

Replacement cost is the current cost to construct improvements with equivalent utility to the subject, using modern materials and current standards, design, and layout. Estimates of replacement cost for the purpose of developing a market value opinion include three components: direct costs, indirect costs (also known as soft costs) and entrepreneurial profit.

Direct Costs

Direct costs are expenditures for labor, materials, equipment and contractor's overhead and profit. We use Marshall Valuation Service (MVS) as the basis of our direct cost estimate. In addition to direct costs, MVS includes certain indirect costs such as architectural and engineering fees, and interest on building loan funds during construction.

Indirect Costs

MVS does not include all of the indirect costs that are appropriate in a replacement cost estimate. Therefore, we add an allowance for the following indirect costs that are not contained within MVS: taxes and carrying costs on land during construction; legal and accounting fees; and marketing and finance costs prior to stabilization. We estimate that a 3% allowance for additional indirect costs is appropriate.

Entrepreneurial Profit

The final component of the replacement cost estimate is entrepreneurial profit, the financial reward that a developer would expect to receive in addition to recovering all direct and indirect costs. This is the expected compensation that would be necessary to motivate a developer to undertake the project. It is our estimate that an allowance of 6% of total direct and indirect costs is appropriate.

Replacement Cost New

The following tables show our replacement cost estimates for the subject building improvements and site improvements.

Replacement Cost Estimate							
Building Improvements							
Bldg Name	*MVS Building Type*	*MVS Class*	*Quality*	*Quantity*	*Unit*	*Unit Cost*	*Cost New*
Plaza Extra West	Supermarket	B	Good	163,313	SF	$97.20	$15,874,024
Subtotal - Replacement Cost New							$15,874,024
Plus: Indirect Cost						3%	$476,221
Subtotal							$16,350,244
Plus: Entrepreneurial Profit						6%	$981,015
Total Replacement Cost New							$17,331,259
Site Improvements							
Item			*Quality*	*Quantity*	*Unit*	*Unit Cost*	*Cost New*
Asphalt Parking Lot			Average	101,435	Square Feet	$3.64	$369,223
Concrete Driveway/Parking Area			Average	48,385	Square Feet	$6.44	$311,599
Subtotal - Replacement Cost New							$680,823
Plus: Indirect Cost						3%	$20,425
Subtotal							$701,247
Plus: Entrepreneurial Profit						6%	$42,075
Total Replacement Cost New							$743,322
Overall Property							
Building Improvements							$15,874,024
Site Improvements							$680,823
Furniture, Fixtures & Equipment							$0
Subtotal - Replacement Cost New							$16,554,846
Plus: Indirect Cost						3%	$496,645
Subtotal							$17,051,492
Plus: Entrepreneurial Profit						6%	$1,023,090
Total Replacement Cost New							$18,074,581

Source: Marshall Valuation Service except for Indirect Costs and Entrepreneurial Profit, which are appraiser's estimates.

Building Improvements - Unit Costs					
Building 1 Name:	**Plaza Extra West**				
MVS Building Type:	Supermarket	Unit	SF	Current Multiplier	1.020
Const Class:	B	Unit Cost	$81.75	Local Multiplier	1.130
Quality:	Good	Sprinklers:	$2.58	Story Ht Multiplier	1.000
Quality Rating:	Average	HVAC Adjust		Perimeter Multiplier	1.000
Section/Page	13/20	Other:			
Economic Life	40	Subtotal:	$84.33	Final Unit Cost	$97.20

Source: Marshall Valuation Service

Site Improvements - Unit Costs					
Site Improvement 1 Name:		Asphalt Parking Lot			
Quality:	Average	Unit Cost	$3.13	Current Multiplier	1.030
Section:	66	Other:		Local Multiplier	1.130
Page:	2	Other:			
Unit:	Square Feet	Subtotal:	$3.13	Final Unit Cost	$3.64
Site Improvement 2 Name:		Concrete Driveway/Parking Area			
Quality:	Average	Unit Cost	$5.53	Current Multiplier	1.030
Section:	66	Other:		Local Multiplier	1.130
Page:	2	Other:			
Unit:	Square Feet	Subtotal:	$5.53	Final Unit Cost	$6.44

Source: Marshall Valuation Service

For comparison purposes, the following table shows replacement cost plus land value in relation to the concluded market value.

Replacement Cost vs. Market Value	Including Entrepreneurial Profit	Excluding Entrepreneurial Profit
Replacement Cost New	$18,074,581	$17,051,492
Land Value	$1,680,000	$1,680,000
Replacement Cost New Including Land Value	$19,754,581	$18,731,492
Rounded	$19,750,000	$18,730,000
Market Value Conclusion	$11,120,000	$11,120,000
Market Value as % of RCN Including Land Value	56%	59%

We have also analyzed the cost estimate of a free-standing grocery store currently under construction in this market. This property will contain a 39,968 square foot free-standing grocery store consisting of average quality construction with an estimated completion date in 2015. Significant site work was necessary to allow for construction to begin, which has been deducted from the overall improvement cost estimate. Based on the estimates provided, the cost of the improvements excluding site work and all FF&E totals $3,774,556, or $94.44 per square foot of gross building area. This compares with our replacement cost new estimate for the subject of $17,051,492, or $104.41 per square foot of gross building area. Therefore, this comparable provides further support for our estimate of the replacement cost new.

Depreciation

Depreciation is the difference between the replacement cost new of the improvements and their contribution to overall property value on the effective date of the appraisal.

Deferred Maintenance

No items of deferred maintenance are identified; thus, no deductions for this form of depreciation are necessary.

Age-Life Depreciation

After deducting deferred maintenance, if any, we use the age-life method to estimate depreciation applicable to the remaining replacement costs. This method indicates the loss in value due to physical deterioration and some functional obsolescence based on the age and condition of the improvements. The age-life method is applied on a straight-line basis, by dividing the subject's effective age by its economic life. Age-life depreciation for the site improvements is estimated separately from the building improvements, based on their shorter economic lives.

Functional Obsolescence

Functional obsolescence is a loss in value due to changes in market tastes and standards. In the case of the subject, it is not necessary to make a deduction for additional functional obsolescence over and above that accounted for in the age-life method.

External Obsolescence

External obsolescence is a loss in value due to external causes, such as imbalances in supply and demand or negative location influences. We have applied an adjustment to the replacement cost new of the subject for external obsolescence, which is appropriate based on the declining market in ST. Croix as indicated by our research of this market. It is our opinion that the achievable rental rates in this market would not be sufficient to justify new construction. This is demonstrated by the cost feasibility chart shown below.

Cost Feasible Rent		
Replacement Cost New per SF		$97.20
Stabilized Land Value per Buildable SF		$10.29
Replacement Cost New		$107.49
Capitalization Rate		8.25%
NOI		$8.87
Plus: Operating Expenses (Net of Reimbursements)		$0.82
Effective Gross Income		$9.69
Plus: Stabilized Vacancy & Collection Loss at	10.00%	$1.08
Cost Feasible Rent ($/SF/Year)		$10.76
Typical Rent for New Space		$7.75

*Values expressed in United States Dollars

As shown above, the rental rate required to be achieved to justify the cost of new construction is $10.72/sf; however, the subject would have a market rental rate new of only $7.75/sf which is determined by adjusting the subject's estimated market rental rate for new construction. This represents a difference of 27.71%, indicating an adjustment of 25% rounded for external obsolescence to the replacement cost new.

Final Estimate of Depreciation

Our estimate of depreciation and calculation of depreciated replacement cost are shown in the following tables.

Estimate of Depreciation		
Building Improvements		
Replacement Cost New		$17,331,259
Less: Deferred Maintenance		$0
Remaining Cost		$17,331,259
Age-Life Depreciation	25.0%	-$4,332,815
Additional Functional Obsolescence	0%	$0
External Obsolescence	25%	-$4,332,815
Total Depreciation		-$8,665,629
Depreciated Replacement Cost		$8,665,629
Site Improvements		
Replacement Cost New		$743,322
Less: Deferred Maintenance		$0
Remaining Cost		$743,322
Age-Life Depreciation	50.0%	-$371,661
Additional Functional Obsolescence	0%	$0
External Obsolescence	0%	$0
Total Depreciation		-$371,661
Depreciated Replacement Cost		$371,661
Overall Property		
Replacement Cost New		$18,074,581
Deferred Maintenance		$0
Remaining Cost		$18,074,581
Age-Life Depreciation		-$4,704,476
Additional Functional Obsolescence		$0
External Obsolescence		-$4,332,815
Total Depreciation		-$9,037,291
Depreciated Replacement Cost		$9,037,291
Rounded:		$9,040,000

Depreciation Worksheet - Building Improvements

Bldg #	Bldg Name	Effective Age (Yrs)	Economic Life (Yrs)	S/L Deprec. %	Other Deprec. %	Replacement Cost New	% of Overall RCN	Wtd. Avg. S/L Deprec.	Wtd. Avg. Other Deprec.
1	Plaza Extra West	10	40	25.0%		$17,331,259	100.0%	25.0%	0.0%
Total						$17,331,259	100.0%	25.0%	0.0%

Depreciation Worksheet - Site Improvements

Site Imp #	Item	Effect Age (Yrs)	Life Expect (Yrs)	S/L Deprec %	Depr. Override %	Replacement Cost New	% of Overall RCN	Wtd. Avg. S/L Deprec.	Wtd. Avg. Depr. Override
1	Asphalt Parking Lot	10	20	50.0%		$403,118	54.2%	27.1%	0.0%
2	Concrete Driveway/Parking Are	10	20	50.0%		$340,204	45.8%	22.9%	0.0%
Total						$743,322	100.0%	50.0%	0.0%

Value Indication

By combining our land value conclusion with the depreciated replacement cost of the improvements, we arrive at a value indication by the cost approach as shown in the following table.

Value Indication by Cost Approach*	
Depreciated Replacement Cost	$9,040,000
Land Value	$1,680,000
Indicated Property Value	$10,720,000
Rounded	$10,720,000

*Values expressed in United States Dollars

Income Capitalization Approach

The income capitalization approach converts anticipated economic benefits of owning real property into a value estimate through capitalization. The steps taken to apply the income capitalization approach are:

- Analyze the revenue potential of the property.
- Consider appropriate allowances for vacancy, collection loss, and operating expenses.
- Calculate net operating income by deducting vacancy, collection loss, and operating expenses from potential income.
- Apply the most appropriate capitalization method, either direct capitalization or discounted cash flow analysis, or both, to convert anticipated net income to an indication of value.

The two most common capitalization methods are direct capitalization and discounted cash flow analysis. In direct capitalization, a single year's expected income is divided by an appropriate capitalization rate to arrive at a value indication. In discounted cash flow analysis, anticipated future net income streams and a future resale value are discounted to a present value at an appropriate yield rate.

In this analysis, we use only direct capitalization because investors in this property type typically rely more on this method.

Leased Status of Property

The property is leased to a single tenant. Pertinent lease terms are shown below.

Lease Synopsis					
Lessor	Plessen Enterprises, Inc.				
Lessee	KAC357				
Leased SF	163,313				
Lease Type	Triple Net				
Tenant Paid Expenses	Property taxes, insurance, and all repairs and maintenance				
Owner Paid Expenses	General/Administrative costs, management expenses and gross receipts taxes				
Commencement	4/29/2014				
Expiration	4/28/2024				
Cancellation Clause	None				
Term	120 months		or	10.0 years	
Remaining Term	120 months		or	10.0 years	
Base Rent & Escalations	Period		Months	PSF/Yr	Annual Rent
Base Term	4/29/2014 - 4/28/2024		1 - 120	$4.35	$710,000
Option Term	4/29/2024 - 4/28/2034		121 - 240	$4.35	$710,000
Option Term	4/29/2034 - 4/28/2044		241 - 360	$4.35	$710,000
Current Contract Rent					$710,000
Projected Market Rent - First Forecast Year					$1,224,848
Comments	The annual rent includes a $50,000 annual fee due to the landlord for the tenant's use of the sewer servicing the building.				

Source: Lease

This lease is in dispute and is the reason for litigation which is the purpose of the valuation. In addition, the lease is well below market rent levels. As such, the existing lease has been disregarded in the valuation.

Market Rent Analysis

Contract rents typically establish income for leased space, while market rent is the basis for estimating income for current vacant space and future speculative re-leasing of space due to expired leases. To estimate market rent, we analyze comparable rentals most relevant to the subject in terms of location, property type, size, and transaction date. The subject represents the largest supermarket in the U.S. Virgin Islands and very few comparable properties exist in this market. Our research did not reveal any recent, comparable leases of similar size and use to the subject in the U.S. Virgin Islands. As a result, we have expanded our search to include comparable regional data, as well as lease information from this market that is older than what would normally be considered. In addition, we have analyzed industry reports indicated rental rates as a percentage of revenue and have applied these figures to the subject property. Utilizing these methods, we develop a reliable estimate of market rent for the subject as follows.

Summary of Comparable Rentals - Retail

No.	Property Information	Description		Tenant	SF	Lease Start	Term (Mos.)	Rent/SF	Escalations	Lease Type
1	Morrisville Market	Yr Blt.	2005	Wal Mart	45,868	Jun-13	180	$11.00	None	Triple Net
	3560 Davis Dr.	Stories:	1							
	Morrisville	GBA:	77,516							
	Wake County	Parking Ratio:	–							
	NC									
	Comments: Tenant pays $1/SF CAM, along with pro-rated taxes and insurance. No tenant improvement allowance, space leased as is. Former Ace Hardware and shell space.									
2	Winn Dixie	Yr Blt.	1994	Winn Dixie	42,049	May-13	60	$6.30	–	Triple Net
	815 Pelham Rd. S.	Stories:	1							
	Jacksonville	GBA:	56,132							
	Calhoun County	Parking Ratio:	4.1 /1,000							
	AL									
	Comments: 5-year lease extension of Winn-Dixie to May 2018. Property on market as of June 2013 for $3,312,500, or at 8.0% capitalization rate.									
3	Winn Dixie - Ponchartrain	Yr Blt.	1996	Winn Dixie	44,780	Jan-13	117	$9.97	–	Absolute Net
	3030 Pontchartrain Drive	Stories:	1							
	Slidell	GBA:	44,780							
	Saint Tammany County	Parking Ratio:	6.3 /1,000							
	LA									
	Comments: Extension of original 20-year lease with Winn Dixie, originally 1995 - 2015. Includes 5, five-year renewal options. Flat rent, tenant to pay 1% of retail sales in excess of base rent. Landlord contributes $5.58/SF TI.									
4	Walmart Neighborhood	Yr Blt.	2005	Wal-Mart Stores, Inc.	54,500	May-12	180	$9.50	None	Triple Net
	2750 NC Highway 55	Stories:	1							
	Cary	GBA:	54,500							
	Wake County	Parking Ratio:	5.2 /1,000							
	NC									
	Comments: Former Kroger store that is being leased to Wal-Mart for 15 years with (6) 5-year options. Rent increasing $0.50/sf/yr with each option period. No TI allowance was given. Space leased "as is".									

Comparable Rentals Map

Rental Analysis Factors

The following elements of comparison are considered in our analysis of the comparable rentals.

Rental Analysis Factors

Expense Structure	Division of expense responsibilities between landlord and tenants.
Conditions of Lease	Extraordinary motivations of either landlord or tenant to complete the transaction.
Market Conditions	Changes in the economic environment over time that affect the appreciation and depreciation of real estate.
Location	Market or submarket area influences on rent; surrounding land use influences.
Access/Exposure	Convenience to transportation facilities; ease of site access; visibility from main thoroughfares; traffic counts.
Size	Difference in rental rates that is often attributable to variation in sizes of leased space.
Building Quality	Construction quality, amenities, market appeal, functional utility.
Age/Condition	Effective age; physical condition.
Economic Characteristics	Variations in rental rate attributable to such factors as free rent or other concessions, pattern of rent changes over lease term, or tenant improvement allowances.

Analysis of Comparable Rentals

The comparable rentals are compared to the subject and adjusted to account for material differences that affect market rental value. The following table summarizes our analysis of each comparable.

Rental Analysis Summary - Retail

No.	Property Name; Tenant	Leased SF	Rent/SF	Overall Comparison to Subject	Comments
1	Morrisville Market Wal Mart	45,868	$11.00	Superior	Comparable is smaller in size than the subject and is superior in age/condition.
2	Winn Dixie Winn Dixie	42,049	$6.30	Similar	Comparable is smaller in size than the subject but is of inferior age/condition.
3	Winn Dixie - Ponchartrain Winn Dixie	44,780	$9.97	Superior	Comparable is smaller in size than the subject.
4	Walmart Neighborhood Wal-Mart Stores, Inc.	54,500	$9.50	Superior	Comparable is smaller in size than the subject and is superior in age/condition.

We have also analyzed several large retail leases in the Virgin Islands and Puerto Rico shown in the following table. As discussed earlier, there is a limited amount of retail space available that is comparable to the subject in size in this market, and many of these spaces have had long term tenants in place for many years. Therefore, we have included some leases below which have significantly older commencement dates. In addition, we were unable to determine more detailed information on some of these properties in order to provide full property write ups. Nevertheless, these leases are comparable in use, physical characteristics and location and provide further support for our market rent conclusion.

U.S. Virgin Islands and Puerto Rico Retail Lease Comparables

No.	Name	Location	Tenant	SF	Lease Start	Term	Rent/SF	Lease Type
1	Plaza Extra	St. Thomas - Tutu Park	United Corporation d/b/a Plaza Extra	50,250	*Oct-92	300	$7.25	Triple Net
2	Pueblo Supermarket	St. Thomas - Long Bay	Pueblo	37,144	Jun-99	240	$9.84	Triple Net
3	K-Mart	St. Croix - Sunshine Mall Shopping Center	Kmart Corporation	104,231	*Mar-98	300	$6.75	Net
4	K-Mart	St. Thomas - Lockhart Gardens	Kmart Corporation	60,000	Mar-98	240	$5.59	Triple Net
5	Selectos Supermarket	Puerto Rico - Plaza Los Palacios	Selectos Supermarket	25,200	Nov-12	240	$8.50	Triple Net
6	Marshall's	Puerto Rico - Santa Isabel	Marshall's	28,000	*Jun-10	120	$9.00	Triple Net
7	Burlington Coat	Puerto Rico - Canovanas	Burlington Coat Factory	60,306	*Jun-10	60	$13.50	Triple Net
8	Marshall's	Puerto Rico - Canovanas	Marshall's	30,000	*Jun-10	120	$13.50	Triple Net
	Minimum						**$5.59**	
	Maximum						**$13.50**	
	Average						**$9.24**	

*Exact commencement date was unavailable, but was estimated based on leases data provided.

Note that the rental rates shown above represent only the base rents for each property. Overage rent as a percentage of revenue is sometimes included in leases of this property type. However, in grocery stores and similar retail property leases, overage rent typically kicks in when the lease is dated and the market rent is well above the contract (base) rent which was established at the beginning of the lease. It is therefore common for appraisers to estimate market rent on a rent per square foot (base rent) basis, and not to estimate actual overage rent in dollars.

The Plaza Extra – Tutu Park store has an overage rent of 1.5% of revenues above a breakpoint of $25 million. We have obtained the historical operating statements for this store, which has averaged $30,558,402 in total revenues over the past three years. This indicates an average of $83,376, or $1.66 per square foot, in overage rent paid annually over the past three years. Added to the base rent of $7.25 for this store, a total annual rental rate of $8.91 per square foot was paid over the past three years.

In addition to the lease comparables, we have considered data from multiple national supermarket industry reports which relate typical operational expenses as a percentage of revenues. As such, there is data which indicates what grocery stores typically pay in rent a as a percentage of sales. We have consulted the June 2015 IBISWorld industry report for Supermarkets & Grocery Stores in the US which indicates that the benchmark for rent and utilities expense as a business owner combine for a cost of about 4.8% of revenue. After researching average electricity costs in the US, we have estimated that approximately 1.5% of revenues is attributable to utilities expenses, indicating a cost estimate for rent of about 3.3% of revenue.

This compares with an estimate from the online source BizStats which indicates rent costs for Food-Beverage Retail Stores as a sole proprietorship would be about 3.18% of revenue. Based on this industry data, an estimate of 3.25% of revenue would be considered appropriate for the subject property. This estimate is applied to historical revenues at the subject, indicating a market rental rate as follows.

Rental Rate Estimate as a Percentage of Revenue

	2013	2014
Gross Revenue	$32,519,846	$31,289,507
Percentage Rent Estimate	3.25%	3.25%
Indicated Annual Rental Rate	$1,056,895	$1,016,909
Indicated Rental Rate per SF	$6.47	$6.23

Market Rent Conclusion

Based on the preceding analysis of comparable rentals, we conclude market lease terms for the subject as follows:

Concluded Market Lease Terms

Space Type	SF	Market Rent	Measure	Rent Escalations	Lease Type	Lease Term (Mos.)
Retail	163,313	$7.50	$/SF/Yr	None	Triple Net	120

*Values expressed in United States Dollars

Stabilized Income and Expenses

Potential Gross Rent

Potential gross rent is based on contract rent from the existing lease in place. Income is projected for the 12-month period following the effective date of the appraisal. In the following table, we compare potential income from contract rent to potential income from market rent.

Potential Gross Rent

		Potential Rent at Contract (1)		Potential Rent at Market		Contract as % of
Space Type	SF	Annual	$/SF/Yr	$/SF/Yr	Annual	Market
Retail	163,313	$660,000	$4.04	$7.50	$1,224,848	54%
Total Subject	163,313	$660,000	$4.04	$7.50	$1,224,848	54%

[1] Contract rent for leased space; vacant space at market.

Expense Reimbursements

Reimbursement income is based on market lease terms that require the tenant to reimburse the owner for all operating expenses except general/administrative costs, management expenses and gross receipts taxes.

Vacancy & Collection Loss

Stabilized vacancy and collection loss is estimated at 10.0% based on an estimated vacancy period of 12 months every 10 years.

Effective Gross Income

Based on the preceding estimates, effective gross income is calculated at $1,465,172, or $8.97 per square foot.

Analysis of Operating Expenses

In this analysis we estimate the operating expenses that would be attributable to the owner of the real estate if the property were leased to an operator. We were only provided with historical expense information for the operating business which is relevant to two expense categories. To develop projections of stabilized operating expenses, we analyze operating statements for the subject's operating business, comparable data and industry benchmarks. The following table summarizes our analysis.

Operating History and Projections

	IRR Projection
Income	
Base Rent	$1,224,848
Expense Reimbursements	403,121
Potential Gross Income*	$1,627,969
Vacancy & Collection Loss @ 10.0%	-162,797
Effective Gross Income	$1,465,172
Expenses	
Real Estate Taxes	$35,667
Insurance	122,485
Repairs and Maintenance	244,970
General/Administrative	16,331
Management	43,955
Gross Receipts Tax	73,259
Total Expenses	$536,666
Net Operating Income	**$928,506**
Operating Expense Ratio	36.6%

*IRR projected income is the total potential income attributable to the property before deduction of vacancy and collection loss.
**Values expressed in United States Dollars

Although complete historical expenses were not provided for the subject, we were able to determine the historical insurance and repairs/maintenance expenses based on the operating statements from the operating business, which is responsible for these costs since the property was owner occupied.

Historical insurance expenses totaled $126,347.72 and $118,455.35, or $0.77 and $0.73 per square foot, in 2013 and 2014, respectively. This compares with our year one projection of this expense of $0.75 per square foot shown in the table below.

Historical repairs and maintenance expenses totaled $437,015.02 and $245,591.82, or $2.68 and $1.50 per square foot, in 2013 and 2014, respectively. This compares with our year one projection of this expense of $1.50 per square foot shown in the table below.

Note that real estate taxes are based on the actual tax bill for the subject property. The other expenses were estimated based on expenses at comparable properties with adjustments as appropriate.

Expense Analysis per Square Foot

	Comp Data*			Subject
				Historical and Projected
	Comp 1	Comp 2	Comp 3	Expenses
Year Built	1994	2003	2006	1999
SF	44,984	44,271	82,905	163,313
Prevailing Lease Type				Triple Net
Operating Data Type	In Place	In Place	In Place	
Year	2012	2013	2013	IRR Projection
Real Estate Taxes	$0.53	$0.88	$1.25	$0.22
Insurance	$0.19	$0.27	$0.43	$0.75
Repairs and Maintenance	$0.00	$1.45	$1.27	$1.50
General/Administrative	$0.01	$0.02	$1.14	$0.10
Management	$0.23	$0.43	$0.47	$0.27
Gross Receipts Tax	$0.00	$0.00	$0.00	$0.45
Total	$0.97	$3.06	$4.57	$3.29
Operating Expense Ratio	16.5%	28.1%	37.8%	36.6%

*Comp 1: Winn Dixie, 815 Pelham Rd. S., Jacksonville, AL
Comp 2: Huntsville Publix, 12796 Bailey Cove Rd. SE., Huntsville, AL
Comp 3: Armstrong Birmingham Publix, 980 Birmingham Rd., Alpharetta, GA

*Values expressed in United States Dollars

Replacement Reserves

For the subject property type and local market, it is not customary to include replacement reserves as an expense item when estimating net operating income.

Total Operating Expenses

Total operating expenses are projected at $536,666 overall, or $3.29 per square foot.

Net Operating Income

Based on the preceding income and expense projections, stabilized net operating income is estimated at $928,506, or $5.69 per square foot.

Capitalization Rate Selection

A capitalization rate is used to convert net income into an indication of value. Selection of an appropriate capitalization rate considers the future income pattern of the property and investment risk associated with ownership. We consider the following data in selecting a capitalization rate for the subject.

Capitalization Rate Comparables

No.	Property Name	State	Year Built	Gross Building Area	Sale Date	Sale Price	Price/SF	Cap Rate
1	Ralph's	CA	1960/1998	69,649	Apr-14	$22,000,000	$315.87	5.04%
2	Winn-Dixie	AL	1994	56,132	May-14	$2,900,000	$51.66	8.50%
3	Reasor's Grocery	OK	2012	75,451	Jun-13	$10,600,000	$140.49	7.25%
4	Reasor's Grocery	OK	2009	80,336	Sep-13	$11,400,000	$141.90	8.00%
5	Mi Pueblo Foods	CA	2000/2009	50,173	Jul-11	$11,242,000	$224.06	6.72%
6	Festival Foods Grocery	WI	2005	82,746	Apr-14	$9,852,777	$119.07	7.20%
7	Shop n' Save	IL	1981	86,065	Jun-13	$4,200,000	$48.80	8.60%
8	Marsh Supermarket	IN	1995	84,064	Dec-12	$5,720,762	$68.05	10.00%
9	Winn-Dixie	AL	2001	58,037	Jan-13	$6,305,300	$108.64	8.75%
10	Giant Eagle	OH	2001	116,248	Oct-11	$19,510,000	$167.83	8.04%
11	Dillons Store	KS	1966	54,980	Feb-11	$5,075,000	$92.31	7.80%
12	Giant Eagle	PA	2004	87,052	May-14	$15,491,422	$177.96	6.73%
	Minimum						**$48.80**	**5.04%**
	Maximum						**$315.87**	**10.00%**
	Average						**$138.05**	**7.72%**

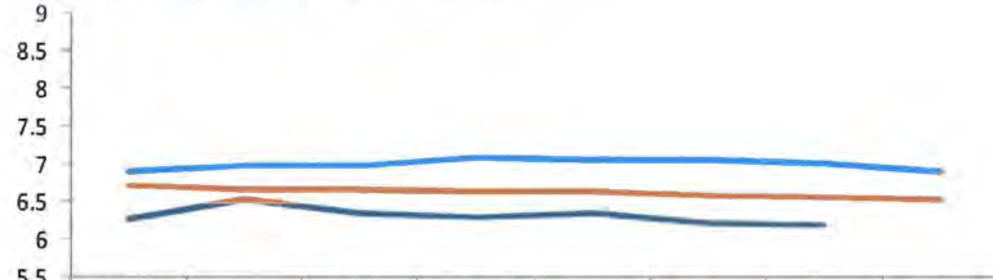
The capitalization rate comparables for free-standing grocery stores in the United States range from 5.04% to 10.00%, with an average of 7.72%.

Capitalization Rate Surveys – Retail Properties

	IRR-Viewpoint Year End 2014 Natl Neighbor Retail	IRR-Viewpoint Year End 2014 Natl Community Retail Center	PwC 2Q-2015 National Strip Shopping Center	PwC 2Q-2015 National Power Center	ACLI 1Q-2015 National Retail
Range	5.50% - 9.0%	5.25% - 8.55%	4.50 - 10.00	5.50% - 8.00%	NA
Average	7.33%	7.17%	6.91%	6.54%	6.18%

Source: IRR-Viewpoint 2014; PwC Real Estate Investor Survey; American Council of Life Insurers Investment

Retail Capitalization Rate Trends



	3Q-13	4Q-13	1Q-14	2Q-14	3Q-14	4Q-14	1Q-15	2Q-15
STRIP	6.91	6.98	6.97	7.09	7.05	7.05	7	6.91
PWR	6.71	6.67	6.67	6.65	6.65	6.6	6.56	6.54
ACLI	6.27	6.54	6.35	6.3	6.36	6.23	6.18	

STRIP - PwC Real Estate Investor Survey - National Strip Shopping Center Market
PWR - PwC Real Estate Investor Survey - National Power Center Market
ACLI - American Council of Life Insurers Investment Bulletin - Retail Properties

The PwC survey indicates that going-in capitalization rates for Retail properties range from 4.50% to 10.00% and average 6.91%. Rates for retail properties have been remained relatively flat over the past few quarters. These rates, unlike the subject, are more representative of investment or institutional grade properties. The subject is not considered to be institutional, which would add an additional 134 basis points on average as dictated by the most recent PwC information. Adjusting for the subject's non-institutional grade would result in an adjusted range of 5.84% to 11.34% with an adjusted average of 8.25%. Based on the age as well as the uncertainty with the subject's market, it is our opinion that a rate above the average would be reasonable. Accordingly, based on the survey data, a capitalization rate within a range of 8.25% to 9.25% could be expected for the subject.

Band of Investment Method				
Lender Survey				
Realty Rates Investor Survey	Low	High	Average	Used
Loan To Value	60%	90%	75%	75%
Interest Rate	3.11%	9.67%	5.47%	5.50%
Amortization (Years)	15	40	28	30
Equity Dividend Rate	8.03%	17.41%	12.25%	12.50%
Debt Coverage Ratio	1.18	1.83	1.50	1.50
Mortgage/Equity Assumptions				
Loan To Value Ratio	75%			
Interest Rate	5.50%			
Amortization (Years)	30			
Mortgage Constant	0.0681			
Equity Ratio	25%			
Equity Dividend Rate	12.50%			
Weighted Average of Mortgage and Equity Requirements				
Mortgage Requirement	75%	x	6.81% =	5.11%
Equity Requirement	25%	x	12.50% =	3.13%
Indicated Capitalization Rate				**8.24%**
Rounded				**8.25%**

Debt Coverage Ratio Method			
Mortgage Constant	LTV Ratio	DCR	Overall Rate
0.06813	x 75%	x 1.50	= 7.67%
Rounded			**7.75%**

Based on an analysis of the preceding data, a going-in capitalization rate for the subject is indicated within a range of 7.75% to 9.25%. To reach a capitalization rate conclusion, we consider each of the following investment risk factors to gauge its impact on the rate. The direction of each arrow in the following table indicates our judgment of an upward, downward, or neutral influence of each factor.

Risk Factor	Issues	Impact on Rate
Income Characteristics	Credit strength of tenant, escalation pattern, above/below market rent, rollover risk.	↔
Competitive Market Position	Construction quality, appeal, condition, effective age, functional utility.	↓
Location	Market area demographics and life cycle trends; proximity issues; access and support services.	↔
Market	Vacancy rates and trends; rental rate trends; supply and demand.	↑

Highest & Best Use	Upside potential from redevelopment, adaptation, expansion.	↔
Overall Impact		↔

Accordingly, we conclude a capitalization rate as follows:

Capitalization Rate Conclusion	
Going-In Capitalization Rate	8.25%

Direct Capitalization Analysis

Net operating income is divided by the capitalization rate to indicate the stabilized value of the subject. Valuation of the subject by direct capitalization is shown in the following table.

Direct Capitalization Analysis*

		Annual	$/SF Bldg.
Income			
Potential Gross Rent		$1,224,848	$7.50
Expense Reimbursements		$403,121	$2.47
Potential Gross Income		$1,627,969	$9.97
Vacancy & Collection Loss	10.00%	-$162,797	-$1.00
Effective Gross Income		$1,465,172	$8.97
Expenses			
Real Estate Taxes		$35,667	$0.22
Insurance		$122,485	$0.75
Repairs and Maintenance		$244,970	$1.50
General/Administrative		$16,331	$0.10
Management	3.00%	$43,955	$0.27
Gross Receipts Tax		$73,259	$0.45
Total Expenses		$536,666	$3.29
Net Operating Income		**$928,506**	**$5.69**
Capitalization Rate		8.25%	
Indicated Value		$11,254,613	$68.91
Rounded		**$11,250,000**	**$68.89**

* Values expressed in United States Dollars

Reconciliation and Conclusion of Value

The values indicated by our analyses are as follows:

Summary of Value Indications*	
Cost Approach	$10,720,000
Sales Comparison Approach	Not Used
Income Capitalization Approach	$11,250,000
Reconciled	$11,120,000

*Values expressed in United States Dollars

The income capitalization approach is given the greatest weight because it is the most reliable valuation method for the subject. The cost approach is given less weight because it does not directly consider the income characteristics of the property. The sales comparison approach is not applicable to the subject and is not used. Accordingly, our value opinion follows.

Final Value Conclusions

Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Retrospective Market Value	Fee Simple	April 30, 2014	$11,120,000
		Eleven Million One Hundred Twenty Thousand Dollars	

*Values expressed in United States Dollars

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions that may affect the assignment results. An extraordinary assumption is uncertain information accepted as fact. If the assumption is found to be false as of the effective date of the appraisal, we reserve the right to modify our value conclusions.

1. We were not able to inspect the entire interior of the subject nor the rear exterior of the improvements. We were only able to access the interior of the retail shopping area, but not the warehouse or office areas. We have assumed that the information provided by the client regarding the quality and condition of these areas is accurate.

2. The land area and description of the site is based on a survey of the subject property which has not yet been recorded. The survey denotes the subject site as Plot 14XX, and this denotation would change when/if the survey gets recorded in the Cadastral office for the territory.

The value conclusions are based on the following hypothetical conditions that may affect the assignment results. A hypothetical condition is a condition contrary to known fact on the effective date of the appraisal but is supposed for the purpose of analysis.

1. No hypothetical conditions were employed in this analysis.

Exposure Time

Exposure time is the length of time the subject property would have been exposed for sale in the market had it sold on the effective valuation date at the concluded market value. Based on the concluded market values stated previously, it is our opinion that the probable exposure time is 12-24 months.

Marketing Period

Marketing time is an estimate of the amount of time it might take to sell a property at the concluded market value immediately following the effective date of value. We estimate the subject's marketing period at 12-24 months.

Certification

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. We have not performed any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice as well as applicable state appraisal regulations.
9. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
10. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
11. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Principles of Appraisal Practice and Code of Ethics of the American Society of Appraisers.
12. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the RICS Valuation Professional Standards as well as the International Valuation Standards as promulgated by the International Valuation Standards Council.
13. Mark J. Weathers made a personal inspection of the property that is the subject of this report. James V. Andrews, MAI, CRE, FRICS, ASA, CVA, has also personally inspected the subject.

14. No one provided significant real property appraisal assistance to the person(s) signing this certification.

15. We confirm we have the knowledge and skills to undertake the valuation competently. As such, we are also in compliance with the Competency Rule of USPAP.

16. As of the date of this report, James V. Andrews, MAI, CRE, FRICS, ASA, CVA has completed the continuing education program for Designated Members of the Appraisal Institute.

17. As of the date of this report, Mark J. Weathers, has completed the Standards and Ethics Education Requirements for Candidates/Practicing Affiliates of the Appraisal Institute.

18. The American Society of Appraisers has a mandatory recertification program for all of its Senior members. As of the date of this report, James V. Andrews, MAI, CRE, FRICS, ASA, CVA, is in compliance with this program.

Mark J. Weathers	James V. Andrews, MAI, CRE, FRICS, ASA, CVA
Certified General Real Estate Appraiser	Certified General Real Estate Appraiser
VI Certificate # 1-21738-1B	VI Certificate # 0-14194-1B

Assumptions and Limiting Conditions

This appraisal and any other work product related to this engagement are limited by the following standard assumptions, except as otherwise noted in the report:

1. The title is marketable and free and clear of all liens, encumbrances, encroachments, easements and restrictions. The property is under responsible ownership and competent management and is available for its highest and best use.
2. There are no existing judgments or pending or threatened litigation that could affect the value of the property.
3. There are no hidden or undisclosed conditions of the land or of the improvements that would render the property more or less valuable. Furthermore, there is no asbestos in the property.
4. The revenue stamps placed on any deed referenced herein to indicate the sale price are in correct relation to the actual dollar amount of the transaction.
5. The property is in compliance with all applicable building, environmental, zoning, and other federal, state and local laws, regulations and codes.
6. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

This appraisal and any other work product related to this engagement are subject to the following limiting conditions, except as otherwise noted in the report:

1. An appraisal is inherently subjective and represents our opinion as to the value of the property appraised.
2. The conclusions stated in our appraisal apply only as of the effective date of the appraisal, and no representation is made as to the effect of subsequent events.
3. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated.
4. No environmental impact studies were either requested or made in conjunction with this appraisal, and we reserve the right to revise or rescind any of the value opinions based upon any subsequent environmental impact studies. If any environmental impact statement is required by law, the appraisal assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.
5. Unless otherwise agreed to in writing, we are not required to give testimony, respond to any subpoena or attend any court, governmental or other hearing with reference to the property without compensation relative to such additional employment.
6. We have made no survey of the property and assume no responsibility in connection with such matters. Any sketch or survey of the property included in this report is for illustrative purposes only and should not be considered to be scaled accurately for size. The appraisal

covers the property as described in this report, and the areas and dimensions set forth are assumed to be correct.

7. No opinion is expressed as to the value of subsurface oil, gas or mineral rights, if any, and we have assumed that the property is not subject to surface entry for the exploration or removal of such materials, unless otherwise noted in our appraisal.

8. We accept no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters such as legal title, geologic considerations such as soils and seismic stability; and civil, mechanical, electrical, structural and other engineering and environmental matters. Such considerations may also include determinations of compliance with zoning and other federal, state, and local laws, regulations and codes.

9. The distribution of the total valuation in the report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. The appraisal report shall be considered only in its entirety. No part of the appraisal report shall be utilized separately or out of context.

10. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or any reference to the Appraisal Institute) shall be disseminated through advertising media, public relations media, news media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the persons signing the report.

11. Information, estimates and opinions contained in the report and obtained from third-party sources are assumed to be reliable and have not been independently verified.

12. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute predictions of future operating results.

13. If the property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the appraised property at the time these leases expire or otherwise terminate.

14. Unless otherwise stated in the report, no consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.

15. The current purchasing power of the dollar is the basis for the values stated in the appraisal; we have assumed that no extreme fluctuations in economic cycles will occur.

16. The values found herein are subject to these and to any other assumptions or conditions set forth in the body of this report but which may have been omitted from this list of Assumptions and Limiting Conditions.

17. The analyses contained in the report necessarily incorporate numerous estimates and assumptions regarding property performance, general and local business and economic

conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions, however, inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will vary from our estimates, and the variations may be material.

18. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific survey or analysis of the property to determine whether the physical aspects of the improvements meet the ADA accessibility guidelines. We claim no expertise in ADA issues, and render no opinion regarding compliance of the subject with ADA regulations. Inasmuch as compliance matches each owner's financial ability with the cost to cure the non-conforming physical characteristics of a property, a specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.

19. The appraisal report is prepared for the exclusive benefit of the Client, its subsidiaries and/or affiliates. It may not be used or relied upon by any other party. All parties who use or rely upon any information in the report without our written consent do so at their own risk.

20. No studies have been provided to us indicating the presence or absence of hazardous materials on the subject property or in the improvements, and our valuation is predicated upon the assumption that the subject property is free and clear of any environment hazards including, without limitation, hazardous wastes, toxic substances and mold. No representations or warranties are made regarding the environmental condition of the subject property. Integra Realty Resources – Caribbean, Integra Realty Resources, Inc., Integra Strategic Ventures, Inc. and/or any of their respective officers, owners, managers, directors, agents, subcontractors or employees (the "Integra Parties"), shall not be responsible for any such environmental conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because we are not experts in the field of environmental conditions, the appraisal report cannot be considered as an environmental assessment of the subject property.

21. The persons signing the report may have reviewed available flood maps and may have noted in the appraisal report whether the subject property is located in an identified Special Flood Hazard Area. We are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the property, and the value conclusion is predicated on the assumption that wetlands are non-existent or minimal.

22. Integra Realty Resources – Caribbean is not a building or environmental inspector. Integra Caribbean does not guarantee that the subject property is free of defects or environmental problems. Mold may be present in the subject property and a professional inspection is recommended.

23. The appraisal report and value conclusions for an appraisal assume the satisfactory completion of construction, repairs or alterations in a workmanlike manner.

24. It is expressly acknowledged that in any action which may be brought against any of the Integra Parties, arising out of, relating to, or in any way pertaining to this engagement, the

appraisal reports, and/or any other related work product, the Integra Parties shall not be responsible or liable for any incidental or consequential damages or losses, unless the appraisal was fraudulent or prepared with intentional misconduct. It is further acknowledged that the collective liability of the Integra Parties in any such action shall not exceed the fees paid for the preparation of the appraisal report unless the appraisal was fraudulent or prepared with intentional misconduct. Finally, it is acknowledged that the fees charged herein are in reliance upon the foregoing limitations of liability.

25. Integra Realty Resources – Caribbean, an independently owned and operated company, has prepared the appraisal for the specific intended use stated elsewhere in the report. The use of the appraisal report by anyone other than the Client is prohibited except as otherwise provided. Accordingly, the appraisal report is addressed to and shall be solely for the Client's use and benefit unless we provide our prior written consent. We expressly reserve the unrestricted right to withhold our consent to your disclosure of the appraisal report or any other work product related to the engagement (or any part thereof including, without limitation, conclusions of value and our identity), to any third parties. Stated again for clarification, unless our prior written consent is obtained, no third party may rely on the appraisal report (even if their reliance was foreseeable).

26. The conclusions of this report are estimates based on known current trends and reasonably foreseeable future occurrences. These estimates are based partly on property information, data obtained in public records, interviews, existing trends, buyer-seller decision criteria in the current market, and research conducted by third parties, and such data are not always completely reliable. The Integra Parties are not responsible for these and other future occurrences that could not have reasonably been foreseen on the effective date of this assignment. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance. While we are of the opinion that our findings are reasonable based on current market conditions, we do not represent that these estimates will actually be achieved, as they are subject to considerable risk and uncertainty. Moreover, we assume competent and effective management and marketing for the duration of the projected holding period of this property.

27. All prospective value opinions presented in this report are estimates and forecasts which are prospective in nature and are subject to considerable risk and uncertainty. In addition to the contingencies noted in the preceding paragraph, several events may occur that could substantially alter the outcome of our estimates such as, but not limited to changes in the economy, interest rates, and capitalization rates, behavior of consumers, investors and lenders, fire and other physical destruction, changes in title or conveyances of easements and deed restrictions, etc. It is assumed that conditions reasonably foreseeable at the present time are consistent or similar with the future.

28. The appraisal is also subject to the following:

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions that may affect the assignment results. An extraordinary assumption is uncertain information accepted as fact. If the assumption is found to be false as of the effective date of the appraisal, we reserve the right to modify our value conclusions.

1. We were not able to inspect the entire interior of the subject nor the rear exterior of the improvements. We were only able to access the interior of the retail shopping area, but not the warehouse or office areas. We have assumed that the information provided by the client regarding the quality and condition of these areas is accurate.
2. The land area and description of the site is based on a survey of the subject property which has not yet been recorded. The survey denotes the subject site as Plot 14XX, and this denotation would change when/if the survey gets recorded in the Cadastral office for the territory.

The value conclusions are based on the following hypothetical conditions that may affect the assignment results. A hypothetical condition is a condition contrary to known fact on the effective date of the appraisal but is supposed for the purpose of analysis.

1. No hypothetical conditions were employed in this analysis.

Addendum A

Appraiser Qualifications

Mark J. Weathers

Integra Realty Resources
Caribbean

6501 Red Hook Plaza, Suite 201
St. Thomas, VI 00802

T (340) 714-7325
C (803) 917-8317
F (345) 946-2001

irr.com

Experience

Analyst with Integra Realty Resources - Caribbean. Mr. Weathers has been working in the real estate industry since 2008 and began his appraisal career in March 2009, working for Integra Realty Resources - Charlotte after employment as a research assistant for Piedmont Properties. He moved to the island of St. Thomas in January 2013 to work for the Caribbean office of Integra Realty Resources.

Mr. Weathers gained experience by valuing a variety of real estate including office, retail, industrial, multifamily, and mixed use properties. His education and expertise in appraising such a wide range of properties helped him achieve his General Certification license from North Carolina in 2012, where he used this license to specialize in a variety of residential and commercial condemnation valuations for local government bodies while still performing valuation services for private clients such as banks and individual property owners.

Since recently moving to the Caribbean, Mr. Weathers has already utilized his knowledge of the valuation process to appraise retail, office, industrial and residential properties in the U.S. Virgin Islands, the British Virgin Islands, and The Bahamas.

Licenses

North Carolina, General Certification, A7674, Expires June 2015
Virgin Islands, General Certification, 1-21738-1B, Expires December 2015

Education

B. S. Degree, Marketing & Real Estate, University of South Carolina, Columbia, SC (2007)

Appraisal courses completed are as follows:

Basic Appraisal Principles (R-1)
SC Chapter of the Appraisal Institute, Greenville, SC

Basic Appraisal Procedures (R-2)
SC Chapter of the Appraisal Institute, Greenville, SC

15-Hour USPAP Course
SC Chapter of the Appraisal Institute, Greenville, SC

General Appraiser Sales Comparison Approach
NC Chapter of the Appraisal Institute

General Appraiser Site Valuation and Cost Approach
NC Chapter of the Appraisal Institute, Greensboro, NC

General Appraiser Income Approach
FL Chapter of the Appraisal Institute, Ft. Lauderdale, FL
TX Chapter of the Appraisal Institute, Dallas, TX

General Appraiser Report Writing and Case Studies
NC Chapter of the Appraisal Institute

Advanced Market, Analysis and Highest and Best Use
Mingle Institute, Louisville, KY

Advanced Income Capitalization
NC Chapter of the Appraisal Institute, Greensboro, NC

mweathers@irr.com - (340) 714-7325

Mr. James V. Andrews, MAI, CRE, FRICS, ASA, CVA

Integra Realty Resources
Caribbean

Mail Box 751
Cayman Business Park Ste A5,
Grand Cayman, KY1-9006
Cayman Islands

6500 Red Hook Plaza, Suite 206
St. Thomas, VI 00802
U.S. Virgin Islands

T 345.746-3110
T 844.952.7304

jandrews@irr.com
www.irr.com/caribbean

Experience

James Andrews is the Managing Director of the Caribbean office of Integra Realty Resources. Mr. Andrews has been actively engaged in valuation and consulting since 1987; in the Caribbean since 1997.

Based in the Cayman Islands, James worked with the firm Cardiff & Co. before co-founding Andrews Key Ltd. in 2007 which became the IRR Caribbean office in 2012. He expanded the IRR Caribbean presence to include branch offices in the US Virgin Islands and the Bahamas in 2013.

Mr. Andrews has valued a variety of commercial property types, but concentrates on hotels and resorts. He is also qualified in business valuation and regularly performs valuation and consulting assignments regarding businesses and going concern properties such as hotels, marinas, golf courses, quarry/mining operations, restaurants and hospitality related entities. He has performed a variety of consulting assignments including regional market and feasibility studies to support the decision making of resort developers, as well as litigation support.

Some of the countries in which James has experience include the Cayman Islands, The Bahamas, Turks and Caicos Islands, British Virgin Islands, U.S. Virgin Islands, Puerto Rico, the Dominican Republic, Anguilla, St. Barth, St. Kitts and Nevis, Sint Maarten, Barbados, and St. Vincent and The Grenadines.

Professional Activities & Affiliations

Appraisal Institute, Member (MAI) , October 1992
Counselor of Real Estate (CRE) , August 2014
American Society of Appraisers (ASA) , March 2014
Royal Institute of Chartered Surveyors, Member (MRICS) , April 2005 - September 2008
Royal Institute of Chartered Surveyors, Fellow (FRICS) , September 2008
Member: National Association of Certified Valuators and Analysts, August 2014
Member: International Relations Committee (Appraisal Institute), January 2013
RICS Americas Valuation Standards Board, January 2012 - December 2014
IRR Certified Reviewer, December 2013

Licenses

North Carolina, State Certified General, A2285, Expires June 2015
Virgin Islands, State Certified General, 0-14194-1B, Expires December 2015

Education

Bachelor of Business Administration, Belmont University, Nashville, TN (1985)
Appraisal Institute - Various Qualifying, Advanced and CE Courses
American Society of Appraisers - Various Courses in Business Valuation
NACVA: CVA Certification Courses in Business Valuation

Integra Realty Resources, Inc.
Corporate Profile

Integra Realty Resources, Inc. offers the most comprehensive property valuation and counseling coverage in the United States with 61 independently owned and operated offices in 34 states and the Caribbean. Integra was created for the purpose of combining the intimate knowledge of well-established local firms with the powerful resources and capabilities of a national company. Integra offers integrated technology, national data and information systems, as well as standardized valuation models and report formats for ease of client review and analysis. Integra's local offices have an average of 25 years of service in the local market, and virtually all are headed by a Senior Managing Director who is an MAI member of the Appraisal Institute.

A listing of IRR's local offices and their Senior Managing Directors follows:

ATLANTA, GA - Sherry L. Watkins., MAI, FRICS
AUSTIN, TX - Randy A. Williams, MAI, SR/WA, FRICS
BALTIMORE, MD - G. Edward Kerr, MAI, MRICS
BIRMINGHAM, AL - Rusty Rich, MAI, MRICS
BOISE, ID - Bradford T. Knipe, MAI, ARA, CCIM, CRE, FRICS
BOSTON, MA - David L. Cary, Jr., MAI, MRICS
CHARLESTON, SC - Cleveland "Bud" Wright, Jr., MAI
CHARLOTTE, NC - Fitzhugh L. Stout, MAI, CRE, FRICS
CHICAGO, IL - Eric L. Enloe, MAI, FRICS
CINCINNATI, OH - Gary S. Wright, MAI, FRICS, SRA
CLEVELAND, OH - Douglas P. Sloan, MAI
COLUMBIA, SC - Michael B. Dodds, MAI, CCIM
COLUMBUS, OH - Bruce A. Daubner, MAI, FRICS
DALLAS, TX - Mark R. Lamb, MAI, CPA, FRICS
DAYTON, OH - Gary S. Wright, MAI, FRICS, SRA
DENVER, CO - Brad A. Weiman, MAI, FRICS
DETROIT, MI - Anthony Sanna, MAI, CRE, FRICS
FORT WORTH, TX - Gregory B. Cook, SR/WA
GREENSBORO, NC - Nancy Tritt, MAI, SRA, FRICS
GREENVILLE, SC - Michael B. Dodds, MAI, CCIM
HARTFORD, CT - Mark F. Bates, MAI, CRE, FRICS
HOUSTON, TX - David R. Dominy, MAI, CRE, FRICS
INDIANAPOLIS, IN - Michael C. Lady, MAI, SRA, CCIM, FRICS
JACKSON, MS - J. Walter Allen, MAI, FRICS
JACKSONVILLE, FL - Robert Crenshaw, MAI, FRICS
KANSAS CITY, MO/KS - Kenneth Jaggers, MAI, FRICS
LAS VEGAS, NV - Charles E. Jack IV, MAI
LOS ANGELES, CA - John G. Ellis, MAI, CRE, FRICS
LOS ANGELES, CA - Matthew J. Swanson, MAI
LOUISVILLE, KY - Stacey Nicholas, MAI, MRICS
MEMPHIS, TN - J. Walter Allen, MAI, FRICS

MIAMI/PALM BEACH, FL - Anthony M. Graziano, MAI, CRE, FRICS
MINNEAPOLIS, MN - Michael F. Amundson, MAI, CCIM, FRICS
NAPLES, FL - Carlton J. Lloyd, MAI, FRICS
NASHVILLE, TN - R. Paul Perutelli, MAI, SRA, FRICS
NEW JERSEY COASTAL - Halvor J. Egeland, MAI
NEW JERSEY NORTHERN - Matthew S. Krauser, CRE, FRICS
NEW YORK, NY - Raymond T. Cirz, MAI, CRE, FRICS
ORANGE COUNTY, CA - Larry D. Webb, MAI, FRICS
ORLANDO, FL - Christopher Starkey, MAI, MRICS
PHILADELPHIA, PA - Joseph D. Pasquarella, MAI, CRE, FRICS
PHOENIX, AZ - Walter 'Tres' Winius III, MAI, FRICS
PITTSBURGH, PA - Paul D. Griffith, MAI, CRE, FRICS
PORTLAND, OR - Brian A. Glanville, MAI, CRE, FRICS
PROVIDENCE, RI - Gerard H. McDonough, MAI, FRICS
RALEIGH, NC - Chris R. Morris, MAI, FRICS
RICHMOND, VA - Kenneth L. Brown, MAI, CCIM, FRICS
SACRAMENTO, CA - Scott Beebe, MAI, FRICS
ST. LOUIS, MO - P. Ryan McDonald, MAI, FRICS
SALT LAKE CITY, UT - Darrin W. Liddell, MAI, CCIM, FRICS
SAN DIEGO, CA - Jeff A. Greenwald, MAI, SRA, FRICS
SAN FRANCISCO, CA - Jan Kleczewski, MAI, FRICS
SARASOTA, FL - Carlton J. Lloyd, MAI, FRICS
SAVANNAH, GA - J. Carl Schultz, Jr., MAI, FRICS, CRE, SRA
SEATTLE, WA - Allen N. Safer, MAI, MRICS
SYRACUSE, NY - William J. Kimball, MAI, FRICS
TAMPA, FL - Bradford L. Johnson, MAI, MRICS
TULSA, OK - Owen S. Ard, MAI
WASHINGTON, DC - Patrick C. Kerr, MAI, SRA, FRICS
WILMINGTON, DE - Douglas L. Nickel, MAI, FRICS
CARIBBEAN/CAYMAN ISLANDS - James Andrews, MAI, FRICS

Corporate Office
Eleven Times Square, 640 Eighth Avenue, 15th Floor, Suite A, New York, New York 10036
Telephone: (212) 255-7858; Fax: (646) 424-1869; E-mail info@irr.com
Website: www.irr.com

Addendum B

Financials and Property Information

Property Tax View Screen

PLESSEN ENTERPRISES INC	Contact ID	197584	**Account List**
Location ◉ Mail	Status	Active	**Property List**
No mailing address specified.	Type	Corporation	**Parcel**
Location address used for mailing.			**Property Data**

Property Tax

Account #	**0002350543.2014.RE**	**Status**	**Billable**
	Property Tax	**Tax District**	4
Parcel #	**4-06200-0408-00**	**Tax Jurisdiction**	4 - St Croix, Frederiksted
Legal Description: MTR 28 & 29 PLESSEN			

Property Tax Information

Assessment

Land Assessed Value	713,100		
Improved Assessed Value	4,521,500		
		Tax Rate	7.110
Credit Amount	0		
Amount Due	39,987.26		

Tax Notices

Bill # - Rev	Notice Type	Reason Code	Amount Billed	Amount Due	Date Billed	Date Printed
17589065-00	Primary Tax Bill	Annual Tax Bill	39,987.26	39,987.26	02/25/2015	
		Totals	**$ 39,987.26**	**$ 39,987.26**		

DETAILED PROPERTY INFORMATION

GENERAL INFORMATION AND PROPOSED VALUE			
Parcel Number	Description	Total Land Sq Ft	Value Neighborhood
4-06200-0408-00	GROCERY/SUPRMKT	4723211	GENERAL
View	Topography		Entrance
FAIR	GENTLE-SLOPE		EXTRIOR-ONLY
Proposed Value:	Total Value	Land Value	Building Value
	5234600	713100	4521500
Most Recent Sale:	Date	Price	Document Number
RESIDENCE INFORMATION			
Gross Tot Liv Area	House Style	House Quality	House Condition
0			
Year Built	Number Bedrooms	Total Rooms	Full Baths
	0	0	0
Half Baths	Roofing Material	Exterior Walls	
0			
CONDOMINIUM AND TIMESHARE INFORMATION			
Condo Complex Name		Unit Number	Pct Common Int
Living Area	Floor Number	Full Bedrooms	Total Rooms
		Full Baths	Half Baths
Timeshare Interval Number		Timeshare Interval Type	
COMMERCIAL BUILDING INFORMATION			
Gross Flr Sq Feet	Construction Class	Building Quality	Building Condition
100802	MASONRY WALL	AVERAGE	AVERAGE
Number Stories	Year Built	Exterior Walls	Roofing Material
2	1999	STUCCO	METAL

Property data information updated on 03/21/2016

Doc# 2008005467

65,831

QUITCLAIM DEED

18,063-
100 pmlv

INDENTURE made this 9th day of September, 2008, NUNC PRO TUNC December 23, 1992, by and between **JOHN W. WARLICK** of P.O. Box 222567, Christiansted, St. Croix, U.S. Virgin Islands 00822 (hereinafter referred to as "GRANTOR"), and **PLESSEN ENTERPRISES, INC.** of P.O. Box 763, Christiansted, St. Croix, U.S. Virgin Islands 00822 (hereinafter referred to as "GRANTEE").

WITNESSETH:

That GRANTOR does hereby REMISE, RELEASE and QUITCLAIM unto the GRANTEE, its successors and assigns, all right, title and interest of GRANTOR in and to the following real property situate in St. Croix, U.S.Virgin Islands, to wit:

9000

> Remainder of Matricular 39, Estate Diamond, Prince Quarter, St. Croix, U.S. Virgin Islands, consisting of 74.98 U.S. Acres more or less, as more fully described on OLG No. 4537, dated April 30, 1989, revised April 3, 1996.

TOGETHER WITH all the tenements, buildings, hereditaments and appurtenances and easements thereunto belonging;

SUBJECT, HOWEVER, to easements, right of ways, conditions, covenants, agreements, and restrictions of public record; all zoning, building, environmental and other laws and regulations affecting their the use or occupancy of the Property; and

TO HAVE AND TO HOLD the premises hereby granted unto the GRANTEE, its successors and assigns, in fee simple, forever.

9063

IN WITNESS WHEREOF, GRANTOR has duly executed this instrument as of the day and year first above written.

WITNESS:

GRANTOR:

JOHN W. WARLICK

ACKNOWLEDGMENT

STATE OF Florida)
COUNTY OF Palm Beach)

On this 9th day of September, 2008, before me came and personally appeared JOHN W. WARLICK, to me known or known to me to be the individual described in and who executed the foregoing instrument, and he acknowledged that he signed the same freely and voluntarily for the purposes therein contained.

DEBORAH ANN MUOIO
Comm# DD0742849
Expires 1/25/2012
Florida Notary Assn., Inc

Notary Public
My commission expires: 1/25/2012

Quit Claim Deed
Warlick to Plessen; Rem Matr. 39 Est. Diamond
Page 2 of 2

IT IS HEREBY CERTIFIED that the value of the property described herein did not exceed $580,000.00 at the time of sale and conveyance. The 1998 total tax assessed value was $722,507.

GRANTEE

CERTIFICATE OF PUBLIC SURVEYOR

IT IS HEREBY CERTIFIED that, according to the records in the Public Surveyor's Office, the property described in the foregoing instrument has not undergone any change with respect to boundary and area.

Office of the Public Surveyor, Christiansted, St. Croix.

DATED: SEP 2 3 2008

FEE: 765.00

for: Bernadette C. Williams
Assistant Tax Assessor

Doc# 2008005467
Book:
Pages:
Filed & Recorded
11/06/2008 1:07PM
ALTHEA PEDRO
RECORDER OF DEEDS
ST CROIX
RECORDING FEE $ 592.00
PER PAGE FEE $ 2.00
DEED DOC STAMP $ 18,063.00
PENALTY FEE $ 100.00

Recorder

H:\United\Plessen Ent\quitclaim deed.wpd

ASH ☐ OTHER☐ _____
HECK OR M/O _____

PA OCT 08 2008 ID

OLLECTOR NO _____
LECTORS INTIALS _____

GOVERNMENT OF
THE VIRGIN ISLANDS OF THE UNITED STATES
____0____

OFFICE OF THE LIEUTENANT GOVERNOR

TAX CLEARANCE LETTER

TO: THE RECORDER OF DEEDS

FROM: OFFICE OF THE TAX COLLECTOR

IN ACCORDANCE WITH TITLE 28, SECTION 121 AS AMENDED,

THIS IS CERTIFICATION THAT THERE ARE NO REAL PROPERTY

TAXES OUTSTANDING FOR: PLESSEN ENTERPRISES, INC.
(NAME OF TAXPAYER ON RECORD)

Matricular 38 & 6-B Estate Diamond (LEGAL DESCRIPTION)	4-07900-0140-00 (PARCEL NUMBER)
Carl A. Beckstedt III, Esq. Bryant, Barnes, Moss, Beckstedt & Blair (REQUESTED BY)	340-773-2785 (TELEPHONE NUMBER)

TAXES HAVE BEEN RESEARCHED UP TO AND INCLUDING 2005 ONLY.

RESEARCHED BY:	JACQUELINE ROSARIO
TITLE:	*Property Tax Collector*
DATE:	October 24, 2008
VERIFIED BY:	*ROGER M. ADAMS*
TITLE:	*Supervising, RPT Enf. Off.*
DATE:	*October 24, 2008*

Addendum C

Comparable Data

Land Sale Comparables

Land Sale Profile

Sale No. 1

Location & Property Identification

Property Name:	35B & 35C Estate La Grande Princess
Address:	35B & 35C Estate La Grande Princess
City/State/Zip:	Company Quarter, VI 00823
County:	St. Croix
Market Orientation:	Coastal-Waterfront
IRR Event ID:	629217

Sale Information

Sale Price:	$350,000
Eff. R.E. Sale Price:	$350,000
Sale Date:	02/09/2012
Sale Status:	Closed
$/Acre(Gross):	$117,450
$/Land SF(Gross):	$2.70
$/Acre(Usable):	$117,450
$/Land SF(Usable):	$2.70
Case Study Type:	None
Grantor/Seller:	David Dawod
Grantee/Buyer:	051469 Real Estate Holdings, LLC
Property Rights:	Fee Simple
% of Interest Conveyed:	100.00
Exposure Time:	553 (months)
Financing:	Cash to seller
Document Type:	Deed
Recording No.:	2012000492
Verified By:	Mark J. Weathers
Verification Date:	3/13/13
Verification Source:	Esther Joseph - Calabash Realtors
Verification Type:	Confirmed-Seller Broker

Improvement and Site Data

Legal/Tax/Parcel ID:	2-02607-0103-00
Acres(Usable/Gross):	2.98/2.98
Land-SF(Usable/Gross):	129,809/129,809
Usable/Gross Ratio:	1.00
Shape:	Rectangular
Topography:	Gently Sloping
Corner Lot:	No
Frontage Feet:	200
Frontage Desc.:	Northshore Rd.
Zoning Code:	R-3
Source of Land Info.:	Public Records

Comments

Although the property is zoned residential, buyer plans to attmept to re-zone and develop with a commercial use according to the selling broker.

Land Sale Profile

Sale No. 2

Location & Property Identification

Property Name:	18, 19, 21, and 23 Golden Rock
Sub-Property Type:	Specialty, Other
Address:	18,19, 21, and 23 Golden Rock
City/State/Zip:	Company Quarter, VI 00820
County:	St. Croix
Market Orientation:	Suburban
IRR Event ID:	707235

Sale Information

Sale Price:	$505,000
Eff. R.E. Sale Price:	$505,000
Sale Date:	07/14/2011
Contract Date:	05/07/2010
Sale Status:	Closed
$/Acre(Gross):	$141,457
$/Land SF(Gross):	$3.25
$/Acre(Usable):	$141,457
$/Land SF(Usable):	$3.25
Grantor/Seller:	Staci D. Giske, idividually and as trustee
Grantee/Buyer:	The Supreme Court of the Virgin Islands
Property Rights:	Fee Simple
% of Interest Conveyed:	100.00
Financing:	Cash to seller
Document Type:	Deed
Recording No.:	2011002575
Verified By:	Jason Crump
Verification Date:	2/12/14
Verification Source:	Kelli Barton, listing broker
Verification Type:	Confirmed-Seller Broker

Improvement and Site Data

Legal/Tax/Parcel ID:	2-02715-0109-00

Acres(Usable/Gross):	3.57/3.57
Land-SF(Usable/Gross):	155,509/155,509
Usable/Gross Ratio:	1.00
Shape:	Irregular
Topography:	Gently Sloping
Corner Lot:	No
Frontage Feet:	210
Frontage Desc.:	Northside Road
Zoning Code:	B3 and C
Zoning Desc.:	Commercial
Date:	01/01/1900
Source of Land Info.:	Broker

Comments

According to the listing agent, the sales price represented market value at the time of the transaction.

Land Sale Profile

Sale No. 3

Location & Property Identification

Property Name:	5 Estate Pearl
Sub-Property Type:	Specialty, Coastal/Island
Address:	5 Estate Pearl
City/State/Zip:	Queen Quarter, VI 00820
County:	St. Croix
Market Orientation:	Suburban
Property Location:	Southside Road
IRR Event ID:	535294

Zoning Desc.:	Commercial
Flood Plain:	No
Utilities:	Electricity, Water Public, Sewer, Telephone, CableTV
Source of Land Info.:	Public Records

Comments

South central area of island, above average exposure

Sale Information

Sale Price:	$470,000
Eff. R.E. Sale Price:	$470,000
Sale Date:	11/17/2010
Sale Status:	Closed
$/Acre(Gross):	$66,952
$/Land SF(Gross):	$1.54
$/Acre(Usable):	$66,952
$/Land SF(Usable):	$1.54
Case Study Type:	None
Grantor/Seller:	Richard and Maria Herbert
Grantee/Buyer:	Rambally's Funeral Parlor, LLC
Property Rights:	Fee Simple
% of Interest Conveyed:	100.00
Financing:	Cash to seller
Document Type:	Deed
Recording No.:	2010004447
Verification Type:	Confirmed-Seller Broker

Improvement and Site Data

Legal/Tax/Parcel ID:	2-08500-0106-00
Acres(Usable/Gross):	7.02/7.02
Land-SF(Usable/Gross):	305,791/305,791
Usable/Gross Ratio:	1.00
Shape:	Irregular
Topography:	Level
Zoning Code:	C

Land Sale Profile

Sale No. 4

Location & Property Identification

Property Name:	2A & 2B Estate Hogensberg
Sub-Property Type:	Commercial, Industrial
Address:	2A & 2B Hogensberg
City/State/Zip:	Prince Quarter, VI 00820
County:	St. Croix
Market Orientation:	Suburban
IRR Event ID:	535060

Zoning Desc.:	Light Industrial/Business
Flood Plain:	No
Utilities:	Electricity, Water Public, Telephone, CableTV
Source of Land Info.:	Public Records

Sale Information

Sale Price:	$280,000
Eff. R.E. Sale Price:	$280,000
Sale Date:	03/16/2010
Sale Status:	Closed
$/Acre(Gross):	$148,936
$/Land SF(Gross):	$3.42
$/Acre(Usable):	$148,936
$/Land SF(Usable):	$3.42
Case Study Type:	None
Grantor/Seller:	Louis Armstrong
Grantee/Buyer:	Ilford Phillip
Property Rights:	Fee Simple
% of Interest Conveyed:	100.00
Financing:	Cash to seller
Document Type:	Deed
Recording No.:	2010002774
Verification Type:	Confirmed-Other

Comments

In middle of the island, across from K-Mart. I-2 allows many light industrial and business uses.

Improvement and Site Data

Legal/Tax/Parcel ID:	4-07800-0163-00, 4-07800-0129-00 (Part)
Acres(Usable/Gross):	1.88/1.88
Land-SF(Usable/Gross):	81,892/81,892
Usable/Gross Ratio:	1.00
Shape:	Rectangular
Topography:	Level
Zoning Code:	I-2

Regional Lease Comparables

Retail Lease Profile

Lease No. 1

Location & Property Identification

Property Name:	Morrisville Market
Sub-Property Type:	Freestanding, Grocery Store
Address:	3560 Davis Dr.
City/State/Zip:	Morrisville, NC 27560
County:	Wake
Market Orientation:	Suburban
IRR Event ID:	599500

Lease Information

Lessor:	Morrisville Market, LLC
Lessee:	Wal Mart
Init Year Contract Rate:	$11.00 /$/SF/YR
Effective Lease Rate:	$11.00 /$/SF/YR
Lease Commencement:	06/01/2013
Lease Expiration:	05/31/2028
Term of Lease:	180 months
Lease Type:	Local
Space Type:	Retail:Anchor
Escalations:	None
Verified with:	Charles Kane
Transaction Reliability:	Confirmed
Leased Area:	45,868
Full Building Lease:	No

Lease Expense Information

Lease Reimburse. Type:	Triple Net

Improvement and Site Data

MSA:	Raleigh-Cary, NC Metropolitan Statistical Area
Legal/Tax/Parcel ID:	0745-52-7674
GBA-SF:	77,516
GLA-SF:	77,516
Acres(Usable/Gross):	13.93/13.93
Land-SF(Usable/Gross):	606,791/606,791
Usable/Gross Ratio:	1.00
Year Built:	2005
Exterior Walls:	Brick
Air-Conditioning Type:	Central
Shape:	Irregular
Topography:	Gently Sloping
Corner Lot:	Yes
Frontage Feet:	1176
Frontage Desc.:	Davis Drive
Bldg. to Land Ratio FAR:	0.12
Zoning Code:	GB
Flood Plain:	Yes
Utilities:	Electricity, Water Public, Sewer, Gas, Telephone
Utilities Desc.:	All Available
Improve. Info. Source:	Public Records
Source of Land Info.:	Public Records

Comments

Tenant pays $1/SF CAM, along with pro-rated taxes and insurance. No tenant improvement allowance, space leased as is. Former Ace Hardware and shell space.

Retail Lease Profile

Lease No. 2

Location & Property Identification

Property Name:	Winn Dixie
Sub-Property Type:	Freestanding, Grocery Store
Address:	815 Pelham Rd. S.
City/State/Zip:	Jacksonville, AL 36265
County:	Calhoun
Market Orientation:	Suburban
Property Location:	NWC Pelham Rd. S. and Greenleaf St. SW
IRR Event ID:	658778

Lease Information

Lessor:	JKA Enterprises
Lessee:	Winn Dixie
Init Year Contract Rate:	$6.30 /$/SF/YR
Effective Lease Rate:	$6.30 /$/SF/YR
Lease Commencement:	05/01/2013
Term of Lease:	60 months
Lease Type:	Local
Space Type:	Retail:In-Line Large
Verified with:	Robert James 212-972-7457
Transaction Reliability:	Confirmed
Leased Area:	42,049

Lease Expense Information

Lease Reimburse. Type:	Triple Net

Improvement and Site Data

Legal/Tax/Parcel ID:	12-06-14-4-001-068.005
GBA-SF:	56,132
GLA-SF:	56,132
Acres(Usable/Gross):	3.52/3.52
Land-SF(Usable/Gross):	153,331/153,331
Usable/Gross Ratio:	1.00
Year Built:	1994
M&S Class:	C
Construction Quality:	Good
Improvements Cond.:	Good
Exterior Walls:	Block
No. of Buildings/Stories:	1/1
Total Parking Spaces:	230
Park. Ratio 1000 SF GLA:	4.10
No. Surface Spaces:	230
Park. Ratio 1000 SF GBA:	4.10
Shape:	Irregular
Topography:	Level
Corner Lot:	No
Frontage Feet:	185
Frontage Type:	2 way, 2 lanes each way
Traffic Control at Entry:	None
Traffic Flow:	Moderate
Visibility Rating:	Average
Bldg. to Land Ratio FAR:	0.37
Improve. Info. Source:	Public Records
Source of Land Info.:	Public Records

Comments

Freestanding Winn Dixie Marketplace grocery store.

5-year lease extension of Winn-Dixie to May 2018. Property on market as of June 2013 for $3,312,500, or at 8.0% capitalization rate.

Retail Lease Profile

Lease No. 3

Location & Property Identification

Property Name:	Winn Dixie - Ponchartrain Dr.
Sub-Property Type:	Freestanding, Grocery Store
Address:	3030 Pontchartrain Drive
City/State/Zip:	Slidell, LA 70458
County:	Saint Tammany
Market Orientation:	Suburban
IRR Event ID:	635900

Lease Information

Lessee:	Winn Dixie
Init Year Contract Rate:	$9.97 /$/SF/YR
Effective Lease Rate:	$9.97 /$/SF/YR
Lease Commencement:	01/07/2013
Term of Lease:	117 months
Space Type:	Retail
Verified with:	Lease
Transaction Reliability:	IRR Confirmed
Leased Area:	44,780
Base Tenant Improv.:	$5.58

Lease Expense Information

Lease Reimburse. Type:	Absolute Net

M&S Class:	C
Construction Quality:	Average
Improvements Cond.:	Good
Exterior Walls:	Stucco
No. of Buildings/Stories:	1/1
Total Parking Spaces:	280
Park. Ratio 1000 SF GLA:	6.25
No. Surface Spaces:	280
Park. Ratio 1000 SF GBA:	6.25
Bldg. to Land Ratio FAR:	0.16
Source of Land Info.:	Public Records

Comments

Extension of original 20-year lease with Winn Dixie, originally 1995 - 2015. Includes 5, five-year renewal options. Flat rent, tenant to pay 1% of retail sales in excess of base rent. Landlord contributes $5.58/SF TI.

Improvement and Site Data

MSA:	New Orleans-Metairie-Kenner, LA Metropolitan Statistical Area
GBA-SF:	44,780
GLA-SF:	44,780
Acres(Usable/Gross):	6.47/6.47
Land-SF(Usable/Gross):	281,833/281,833
Usable/Gross Ratio:	1.00
Year Built:	1996
Most Recent Renovation:	2011

Retail Lease Profile

Lease No. 4

Location & Property Identification

Property Name:	Walmart Neighborhood Market
Sub-Property Type:	Freestanding, Grocery Store
Address:	2750 NC Highway 55
City/State/Zip:	Cary, NC 27519
County:	Wake
Market Orientation:	Suburban
IRR Event ID:	504634

GBA-SF:	58,000
GLA-SF:	54,500
Acres(Usable/Gross):	8.18/8.18
Land-SF(Usable/Gross):	356,236/356,236
Usable/Gross Ratio:	1.00
Year Built:	2005
Most Recent Renovation:	2012
M&S Class:	C
Construction Quality:	Good
Improvements Cond.:	Good
Exterior Walls:	Brick
Construction Desc.:	Steel frame with mansonry (partial brick) exterior walls.
No. of Buildings/Stories:	1/1
Ceiling Height Minimum:	24.00
Ceiling Height Maximum:	24.00
Total Parking Spaces:	281
Park. Ratio 1000 SF GLA:	5.16
No. Surface Spaces:	281
Park. Ratio 1000 SF GBA:	4.84
No. Of Elevators:	None
Fire Sprinkler Type:	Yes
Roof Comments:	Roof-fiberglass shingles, metal decking with rigid insulation, single-ply roof membrane, gravel ballast. HVAC adequate.
Shape:	Irregular
Topography:	Level
Corner Lot:	No

Lease Information

Lessor:	The Crown Companies, LLC
Lessee:	Wal-Mart Stores, Inc.
Init Year Contract Rate:	$9.50 /$/SF/YR
Effective Lease Rate:	$9.50 /$/SF/YR
Lease Commencement:	05/20/2012
Lease Expiration:	05/19/2027
Term of Lease:	180 months
Space Type:	Retail
Escalations:	None
Transaction Reliability:	IRR Confirmed
Leased Area:	54,500
Renewal Options:	Yes
Desc. of Options:	(6) 5-year options

Lease Expense Information

Lease Reimburse. Type:	Triple Net
Landlord Pays:	Structural Repairs
Tenant Pays:	RE Taxes, Property Insurance, Management Fees, CAM

Improvement and Site Data

MSA:	Raleigh-Cary, NC Metropolitan Statistical Area
Legal/Tax/Parcel ID:	0734-80-5956

Improvement and Site Data (Cont'd)

Frontage Feet:	476
Frontage Desc.:	395' NC Highway 55, 81' High House Road
Traffic Count:	44,000 VPD (2007)
Bldg. to Land Ratio FAR:	0.16
Zoning Code:	PDD Major
Zoning Desc.:	Planned Development District
Encumbrance/Easements:	No
Environmental Issues:	No
Flood Plain:	No
Utilities:	Electricity, Water Public, Sewer, Gas
Utilities Desc.:	All public and available.
Improve. Info. Source:	Other
Source of Land Info.:	Other

Comments

Former Kroger store that is being leased to Wal-Mart for 15 years with (6) 5-year options. Rent increasing $0.50/sf/yr with each option period. No TI allowance was given. Space leased "as is".

Addendum D

Engagement Letter

Provided upon request

EXHIBIT B

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

MOHAMMAD HAMED, by his authorized agent WALEED HAMED, *Plaintiff/Counterclaim Defendant,* vs. **FATHI YUSUF** and **UNITED CORPORATION,** *Defendants and Counterclaimants.* vs. **WALEED HAMED, WAHEED HAMED, MUFEED HAMED, HISHAM HAMED, and PLESSEN ENTERPRISES, INC.,** *Counterclaim Defendants.*	Case No.: SX-2012-cv-370 **ACTION FOR DAMAGES, INJUNCTIVE RELIEF AND DECLARATORY RELIEF** JURY TRIAL DEMANDED
MOHAMMAD HAMED, *Plaintiff,* vs. **FATHI YUSUF,** *Defendant.*	Case No.: SX-2014-CV-278 **ACTION FOR DEBT AND CONVERSION** JURY TRIAL DEMANDED

PLAINTIFF'S MOTION TO STRIKE THE REPORT OF DEFENDANTS' BUSINESS VALUATION EXPERT INTEGRA REALTY RESOURCES - CARIBBEAN

The Plaintiff moves to strike the expert opinion of the Defendants' business valuation expert, Integra Realty Resources Caribbean ("Integra"), pursuant to FRED 702 as well as FRED 401 and 403. The basis for the motion is more fully set forth in the memorandum being submitted in support of said motion, which is incorporated herein by reference. For the reasons set forth therein, it is respectfully submitted that the relief sought be granted.

Dated: October 4, 2016

Joel H. Holt, Esq.
Counsel for Plaintiff
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 Plaintiff
5000 Estate Coakley Bay, L6
Christiansted, VI 00820
Email: carl@carlhartmann.com
Tele: (340) 719-8941

CERTIFICATE OF SERVICE

I hereby certify that on this 4th day of October, 2016, I served a copy of the foregoing by email, as agreed by the parties, on:

Hon. Edgar Ross
Special Master
% edgarrossjudge@hotmail.com

Gregory H. Hodges
Law House, 10000 Frederiksberg Gade
P.O. Box 756
St. Thomas, VI 00802
ghodges@dtflaw.com

Mark W. Eckard
HAMM Eckard, LLP
5030 Anchor Way
Christiansted, VI 00820
mark@markeckard.com

Jeffrey B. C. Moorhead
CRT Brow Building
1132 King Street, Suite 3
Christiansted, VI 00820
jeffreymlaw @yahoo.com

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

MOHAMMAD HAMED, by his authorized agent WALEED HAMED, *Plaintiff/Counterclaim Defendant,* vs. **FATHI YUSUF** and **UNITED CORPORATION,** *Defendants and Counterclaimants.* vs. **WALEED HAMED, WAHEED HAMED, MUFEED HAMED, HISHAM HAMED, and PLESSEN ENTERPRISES, INC.,** *Counterclaim Defendants.*	Case No.: SX-2012-cv-370 **ACTION FOR DAMAGES, INJUNCTIVE RELIEF AND DECLARATORY RELIEF** JURY TRIAL DEMANDED
MOHAMMAD HAMED, *Plaintiff,* vs. **FATHI YUSUF,** *Defendant.*	Case No.: SX-2014-CV-278 **ACTION FOR DEBT AND CONVERSION** JURY TRIAL DEMANDED

PLAINTIFF'S MEMORANDUM IN SUPPORT OF MOTION TO STRIKE THE REPORT OF DEFENDANTS' BUSINESS VALUATION EXPERT-INTEGRA REALTY RESOURCES-CARIBBEAN

The Plaintiff moves to strike the expert opinion of Defendants' business valuation expert, Integra Realty Resources Caribbean ("Integra"), pursuant to FRED 702 as well as FRED 401 and 403. For the reasons set forth herein, it is respectfully submitted that Integra's report should be stricken.

I. Applicable Standard for applying Rule 702

In *Antilles School, Inc. v Lembach*, 2016 WL 948969 at *10 (VI March 14, 2016), the Supreme Court of the Virgin Islands confirmed that the standard for admitting expert testimony in this jurisdiction is set forth in *Daubert v. Merrell Dow Pharmaceuticals, Inc.*, 509 U.S. 579 (1993).

The V.I. Supreme Court has also recognized the well-known *Daubert* "prongs" for reviewing an expert's opinion in *Suarez v. Government*, 56 V.I. 754, 761 (VI 2012), pointing out that the acceptance of an expert's opinion can be broken down into a three-part test -- qualifications, reliability and fit.

II. Integra's Report

The Defendants submitted a business valuation expert report from Integra, signed by James V. Andrews. See **Exhibit 1**. That report has a fatal flaw that renders it both unreliable and irrelevant, requiring it to be stricken.

The attached Integra report purports to contain an evaluation of the Plaza West store and then allocates half of that value as a $4.385 million loss to Fathi Yusuf, for which his partner, Mohammad Hamed is supposedly liable. This valuation is contingent on one pivotal assumption that is false (See **Exhibit 1** at page 2 of the cover letter):

> Extraordinary Assumptions and Hypothetical Conditions
>
> The value conclusions are subject to the following extraordinary assumptions that may affect the assignment results. **An extraordinary assumption is uncertain information accepted as fact.** . . . .
>
> . . . .
>
> 3. It is our understanding that the real estate was owned by a related entity as of the date of valuation. For the purposes of valuing the business entity separately from the value of the real estate (which was separately appraised), **we have assumed that the entity operating the business leases the property from a separate entity at market rent.**

However, as this Court well knows, there <u>*never*</u> was a lease for the Plaza West store.

Once this "assumption" is removed, the Plaza West store has no "ongoing value" under this valuation based on the express language of the assumption. With this fact in mind, it is respectfully submitted that Integra's report must be stricken based upon both the "reliability' prong of *Daubert* as well as the "fit" prong.[1]

III. THE RULE 702 "RELIABILITY" PRONG

In this regard, Rule 702 provides in part as follows regarding expert testimony:

> A witness who is qualified as an expert by knowledge, skill, experience, training, or education may testify in the form of an opinion or otherwise if:
>
> . . .
>
> **(b) the testimony is based on sufficient facts or data:**
>
> . . . (Emphasis Added)

Based on the admissions in Integra's report that it is contingent on the assumption that there is a lease on the Plaza West store, when, by finding and order of this Court, none existed, it is respectfully submitted that Defendants' proffered expert opinion should not be admitted because it is not "reliable."

Thus, it is respectfully submitted that Integra's report cannot pass the *Daubert* requirements of Rule 702 regarding reliability and must be stricken.

IV. THE RULE 702 "FIT" PRONG

Regarding "fit," the Virgin Islands Supreme Court addressed this prong in *Virgin Islands v. Todmann*, 53 V.I. 431 (V.I. 2010), stating in part:

> Notably, the United States Supreme Court held in *Daubert v. Merrell Dow Pharmaceuticals, Inc.,* 509 U.S. 579, 591 (1993), that FRE 702's "assist the trier of fact" or helpfulness requirement goes primarily to relevance. . . Consequently, the assist the trier of fact requirement embodied in FRE 702, ... is equivalent to a requirement of relevance." *Id.* at 439.

[1] Indeed, if the partners could create leases where none exist, Hamed would have the EXACT same claim on the Plaza East store. Yusuf acknowledged the lack of any such lease when he presented his plan that proposed to simply close this store.

As Integra's report is based on a false premise, it does not "fit" the facts of this case, making it irrelevant. Thus, the report must be stricken under the "fit" prong of Daubert as well.

V. RULES 401 and 403

Even if an expert's opinion is admissible under FRED 702, it is still subject to exclusion under FRED 401 and 403. For example, opinions that are total speculation are excludable under FRED 401(a), as they do not make the fact more or less probable than without the evidence. The Integra report is based on speculation—a lease that does not exist, so it is inadmissible under Rule 401.

Moreover, evidence that may satisfy FRED 702 may still be excluded under FRED 403 if it is unduly prejudicial or would mislead the jurors. As the Virgin Islands Supreme Court stated in *Alexander v. People of the Virgin Islands,* 60 V.I. 486, 496 (V.I. 2014):

> As elucidated by the advisory committee notes to Rule 403, unfair prejudice within the context of Rule 403 means "an undue tendency to suggest decision on an improper basis, commonly, though not necessarily, an emotional one." In essence, evidence which tends to lure the trier of fact to arrive at a conclusion on an improper, emotional or other basis is unfairly prejudicial. (Citations omitted).

In this case, a report based on false premise would unduly influence the jury. Thus, the report should be stricken under Rules 403 as well.

VI. CONCLUSION

For the reasons set forth herein, it is respectfully submitted that Integra's expert opinion fails to meet the requirements of FRED 702, so that this motion to exclude this report should be granted. Alternatively, it should be excluded under FRED 401 and 403.

Dated: October 4, 2016

Joel H. Holt, Esq.
Counsel for Plaintiff
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 Plaintiff
5000 Estate Coakley Bay, L6
Christiansted, VI 00820
Email: carl@carlhartmann.com
Tele: (340) 719-8941

CERTIFICATE OF SERVICE

I hereby certify that on this 4th day of October, 2016, I served a copy of the foregoing by email, as agreed by the parties, on:

Hon. Edgar Ross
Special Master
% edgarrossjudge@hotmail.com

Gregory H. Hodges
Law House, 10000 Frederiksberg Gade
P.O. Box 756
St. Thomas, VI 00802
ghodges@dtflaw.com

Mark W. Eckard
HAMM Eckard, LLP
5030 Anchor Way
Christiansted, VI 00820
mark@markeckard.com

Jeffrey B. C. Moorhead
CRT Brow Building
1132 King Street, Suite 3
Christiansted, VI 00820
jeffreymlaw @yahoo.com

EXHIBIT C

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

WALEED HAMED, as Executor of the Estate of MOHAMMED HAMED Plaintiff/Counterclaim Defendant, v. FATHI YUSUF and UNITED CORPORATION, Defendants/Counterclaimants, v. WALEED HAMED, WAHEED HAMED, MUFEED HAMED, HISHAM HAMED, and PLESSEN ENTERPRISES, INC., Counterclaim Defendants.	Civil No. SX-12-CV-370 ACTION FOR INJUNCTIVE RELIEF, DECLARATORY JUDGMENT, and PARTNERSHIP DISSOLUTION, WIND UP, and ACCOUNTING
WALEED HAMED, as Executor of the Estate of MOHAMMED HAMED, Plaintiff, v. UNITED CORPORATION, Defendant.	Civil No. SX-14-CV-287 ACTION FOR DAMAGES and DECLARATORY JUDGMENT
WALEED HAMED, as Executor of the Estate of MOHAMMED HAMED, Plaintiff, v. FATHI YUSUF, Defendant.	Civil No. SX-14-CV-278 ACTION FOR DEBT and CONVERSION

ORDER DENYING WITHOUT PREJUDICE PLAINTIFF'S MOTIONS TO STRIKE BUSINESS VALUATION EXPERT (INTEGRA) AND ACCOUNTING EXPERT (BDO)

This matter came on for hearing on March 6 and 7, 2017 on Plaintiff's fully briefed Motion to Strike Accounting Expert (BDO), filed October 4, 2016, and Plaintiff's Motion to Strike Business Valuation Expert (Integra), filed October 3, 2016.[1] For the reasons that follow, the Court will deny both Motions without prejudice.

At the hearing, Hamed presented extensive testimony from several witnesses to the effect that the BDO report, supported by the report's own disclaimers, is unreliable as an expert accounting report and fails the test for admissibility under Virgin Islands Rule of Evidence 702 as defined in *Antilles*

[1] Also before the Court are Defendants' BDO Opposition, filed October 20, 2016; Plaintiff's BDO Reply filed October 26, 2016; Defendants' Supplemental BDO Opposition, filed March 21, 2017; Defendants' Integra Opposition, filed October 21, 2016; and Plaintiff's Integra Reply, filed October 26, 2016.

Defendants cite *Jackson v. Local Union 542, Int'l Union of Operating Eng'rs*, 155 F. Supp. 2d 332 (E.D. Pa. 2001) as instructive. There the plaintiffs sought the Special Mater's removal or a clarification of his role, asserting bias because of an undefined "ongoing financial relationship" with the defendant, which the court concluded was the defendant's court-ordered obligation to pay the Special Master's costs, and deemed "wholly unsupportable and frivolous." 155 F. Supp. 2d at 335. As here, the plaintiffs failed to "cite any statute, opinion, professional standard or other legal ground upon which they seek his removal." *Id.* The plaintiffs offered no evidence of alleged bias or facts that might conceivably support an inference of prejudice apart from the fact that the Special Master had never ruled against the defendant, which the plaintiffs perceived as being "somehow evidence of sufficient bias to preclude him from continuing to aid the court in adjudicating Plaintiffs' claims." *Id.* Noting the "hundreds of hours" the Special Master had spent satisfactorily resolving the parties' disputes, and that each party had been subjected to the Special Master's services with rights to appeal adverse rulings, the court denied the plaintiffs' motion for removal as "baseless." *Id.* at 336.

Here, as Hamed notes, Judge Ross has spent a substantial amount of time overseeing the closure of the partnership's businesses and the distribution and sale of each of the three stores in liquidation. The Master's service to the parties and to the Court up to this point has been of great value, and the Court finds no basis in Hamed's Motion for the removal or termination of the Master. Accordingly, the Motion will be denied.

Based upon the foregoing, it is hereby

ORDERED that Hamed's Motion to Terminate the Role of the Special Master is DENIED.

DATED: July 21, 2017.

DOUGLAS A. BRADY
Judge of the Superior Court

ATTEST: ESTRELLA GEORGE
Clerk of the Court

By: Court Clerk Supervisor 7/21/17

CERTIFIED A TRUE COPY

DATE: July 24, 2017
ESTRELLA H. GEORGE
ACTING CLERK OF THE COURT
BY:
COURT CLERK II

EXHIBIT D

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

MOHAMMAD HAMED, by his authorized agent WALEED HAMED, Plaintiff/Counterclaim Defendant, vs. **FATHI YUSUF and UNITED CORPORATION,** Defendants/Counterclaimants, vs. **WALEED HAMED, WAHEED HAMED, MUFEED HAMED, HISHAM HAMED, and PLESSEN ENTERPRISES, INC.,** Additional Counterclaim Defendants.	CIVIL NO. SX-12-CV-370 ACTION FOR DAMAGES, INJUNCTIVE RELIEF AND DECLARATORY RELIEF **JURY TRIAL DEMANDED**

FATHI YUSUF'S RESPONSE TO HAMED'S COMMENTS CONCERNING THE COURT'S PROPOSED WIND-UP PLAN

Defendant/counterclaimant Fathi Yusuf ("Yusuf"), through his undersigned counsel, respectfully submits the following response to "Hamed's Comments Re Proposed Winding Up Order" ("Hamed Comments"), pursuant to this Court's Order dated October 7, 2014 (the "Order").

The Hamed Comments are very significant insofar as he concedes for the first time that bidding by Hamed and Yusuf is an appropriate method of liquidating the assets of the partnership. See Hamed Comments, p. 8-9 and Exhibit 4 to the Hamed Comments, Section 8(1), (2), (3), and (5). Although the Hamed Comments suggest that the use of bidding as a liquidation tool should be limited to the assets of Plaza Extra-Tutu Park and the Plaza Extra trade name, the logic of this position is that the bidding method of liquidation should be extended to cover all partnership assets, including Plaza Extra-West. Bidding by Hamed and Yusuf offers the best

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

means for maximizing partnership value, and also ensures continued operation of the stores (thereby avoiding the economic waste that would be entailed by closure of the stores).

Of course, the bidding option for Plaza Extra-West can only meet the goal of maximizing partnership value on windup if the lease that was created by action of the Board of Directors of Plessen Enterprises, Inc. ("Plessen") on April 30, 2014 (over the objections of the Yusuf faction that also owns 50% of Plessen's shares) is set aside by this Court. Hamed's suggestion that given the disputed lease, only the inventory and equipment of Plaza Extra-West would be subject to bid plainly will not maximize partnership value. The Court denied Yusuf's motion to nullify and void that lease in its July 22, 2014 Opinion and Order. That order is the subject of a pending motion for reconsideration which focuses primarily on the intrinsic fairness to the Yusuf shareholders and to Plessen of a lease that will encumber Plessen's property for 30 years. But as that motion notes, this Court also has power to revisit the order approving the disputed lease as part of its power to approve a plan of liquidation for the Plaza Extra Stores. Yusuf submits that, whatever may be said about any purported benefits to Plessen from the lease, it is clear beyond peradventure that partnership value cannot be maximized by allowing either of these partners to encumber Plessen's property with a 30-year lease, and appropriate the millions of dollars in leasehold improvements paid for with partnership funds. Rather, both the Plaza Extra-West supermarket and the 16 acres on which it sits should be put up for bid by Yusuf and Hamed, so that the value of this partnership asset can be maximized and realized at time of windup.

Yusuf and Hamed are 50% partners in the Plaza Extra Stores and for all intents and purposes are also the 50% owners of Plessen. They have the power as Plessen shareholders to

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

subdivide the 16 acres of land on which that store is situated from the much larger tract owned by Plessen, and to offer that land as part of any bid for that store. And this Court has the power to order this relief in conjunction with the windup of the partnership. Since either Hamed or Yusuf will be the successful bidder, there will be no need for a lease.

Any plan of liquidation that entails a continuing business relationship of any kind by Hamed and Yusuf is a non-starter. The Hamed Plan and the Court's proposed plan (to the extent it leaves the disputed lease in place), does just that. By creating a scenario in which the Yusuf and Hamed families will jointly operate a business (Plessen) for the next 30 years, with a Hamed-controlled corporation as the tenant, the Court's proposed plan would frustrate the very purposes for dissolving the partnership. It must be abundantly clear to this Court that Hamed and Yusuf simply cannot coexist as owners of any business. They must be given the equivalent of a divorce and there must be a clean break. Far from creating any finality to the Hamed and Yusuf divorce, the Hamed Plan and the Court's proposed plan (if it leaves the disputed lease in force) only ensures more strife, more mutual antagonism and ultimately more litigation down the road.

The Hamed Comments suggest that in formulating a plan, this Court should follow the Montana Supreme Court's decision in McCormick v. Brevig, 96 P.3d 697 (Mont. 2004). Hamed Comments at 3. That is a very peculiar suggestion on his part, because the only plan that is consistent with McCormick is the initial Yusuf Plan, filed on April 7, 2014, which contemplated a liquidation sale of all partnership assets to any third party who was interested. McCormick, as described in the Hamed Comments at page 1, note 1, involved a partnership which operated a

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

family farm and whose partners were a brother and sister. The Montana Supreme Court reversed an order of the trial court that dissolved the partnership by having the brother purchase his sister's shares on the basis of their appraised value. It construed the Revised Uniform Partnership Act ("RUPA") to require dissolution only by liquidation sale to third parties.[1]

Hamed acknowledged that "Yusuf's initial plan essentially followed this 'total' liquidation process" that McCormick held is mandatory under RUPA. Hamed Comments at p. 3. But then he goes on to assert that his proposed plan only "somewhat modified"[2] Yusuf's Plan

[1]Hamed incorrectly suggests that the holding in McCormick was based on the rule against in-kind distributions. See Hamed Comments at p. 2. That rule was not cited by the Montana Supreme Court in its decision and has nothing to do with that Court's holding that the RUPA sections governing dissolution do not permit a buyout. A buyout is plainly not an in-kind distribution of partnership property. What does violate the rule against in-kind distributions is the Hamed Plan's treatment of Plaza Extra-West, which transfers to the Hameds, without payment of any consideration, the building and parking lot paid for with partnership monies.

[2]Hamed makes the extraordinary claim that his proposed plan submitted on April 30, 2014 only "somewhat modified" Yusuf's initial plan, accepted the "same sort of liquidation [provided in the initial Yusuf plan] yet (1) allowed the West store to remain open . . . because the new tenant at that location, KAC357, Inc., was willing to operate the store by guaranteeing to the Court that it would employ the existing employees and buy the inventory and equipment at their value, and (2) allowed the St. Thomas store to remain open by Hamed agreeing to take on 100% of the leasehold liabilities and paying cash for the stores' assets (inventory and equipment)." See Hamed Comments at p. 4 and n.6 (emphasis in original and combining footnote with text). Not only has Hamed failed to provide any clue how this Court could possibly enforce any such "guaranty" from KAC357, Inc., a non-party, his proposed plan simply does not even come close to providing the same sort of assurances of maximizing partnership value in liquidation as the Yusuf Plan. Rather, as pointed out in Defendants' Response to Surreply Regarding Dissolution Plans filed on June 16, 2014 (the "Response"), the Hamed Plan was premised on the conveyance of substantially all of the assets of the partnership to KAC357, Inc., a start up company incorporated on April 22, 2014 and owned by three of Hamed's sons. The rationale offered for this Court to approve such a patently self-dealing plan providing for the forced buyout of Yusuf was to prevent business closures, save jobs, and protect the Virgin Islands' economy. But there are other fairer ways to accomplish that, even assuming it is a proper criterion under RUPA, and the bidding procedure identified in the new plan attached as Exhibit 3 is the best method.

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

and "complie[s] with" and "satisfie[s]" the relevant RUPA provisions, as construed by McCormick. Hamed Comments at p. 3. Hamed's Plan for Plaza Extra-West, the "lynchpin" of which was the 30-year disputed lease imposed on Plessen against the opposition of the other 50% shareholder,[3] is hardly a mere modification of a straight liquidation plan. It essentially gives away the supermarket at West to the Hameds by allowing them to pay for it over a 30-year period and forcing the Yusufs to do business with them as landlords for that entire period of time. And it is impossible to square the Hamed Plan for West with the straight liquidation rule endorsed by the Montana Supreme Court in McCormick, which forbade any result that allowed one partner to continue to operate the business.

McCormick's construction of RUPA has not been cited approvingly by any other court and has been sharply criticized in the scholarly literature. See Note: The Revised Uniform Partnership Act – Breaking Up is Hard to Do: Why the Right to "Liquidation" Does not Guarantee a Forced Sale Upon Dissolution of the Partnership, 31 W. New. Eng. L. Rev. 797 (2009).[4] As this literature indicates, there are numerous cases decided under UPA, the

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[3]See Hamed v. Yusuf, 2014 V.I. LEXIS 52, *12 (Super. Ct. July 22, 2014) (describing the disputed lease as the "lynchpin" of the Hamed Plan).

[4]Horne v. Aune, 121 P.3d 1227, 1233-34 (Wash. App. 2004) specifically criticizes McCormick's construction of RUPA. Another case decided before McCormick in a RUPA jurisdiction has construed RUPA to permit alternatives to pure liquidation sales to third parties as a means of winding up a partnership. See Creel v. Lilly, 729 A.2d 385, 400 (Md. App. 1999) (finding that under both UPA and RUPA a partnership that dissolves by death of a partner may "continue under the same name or as a successor partnership without all of the assets being liquidated"). In re: Dissolution of Midnight Star Enterprises, L.P., 724 N.W.2d 334 (S.D. 2006) is also instructive. There, the Supreme Court of South Dakota held that "buyouts and other alternatives to forced sales may be utilized to wind up the partnership." Id. at 340. While that case involved

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

predecessor to RUPA, that recognize windup alternatives to selling off assets to third parties, id. at 804-05. Those cases are premised on the reality that liquidation sales will often "result in a loss of [partnership] value. . .." Id. at 806. And there is no indication whatsoever in the language or comments to RUPA that it intended to alter that case law. See id. at 823-24.[5]

While it is clear that only the initial Yusuf Plan would pass muster if this Court adopted McCormick's construction of RUPA, the case is poorly reasoned and should not be followed. At the same time, if the Court is going to deviate from McCormick, it should adopt a plan that maximizes partnership value in a windup and sale. Bidding of the kind Hamed now proposes for Plaza Extra-Tutu Park is the best way to accomplish that, but it should be applied to the West store as well, albeit without the Hamed lease that tilts the tables, hands the Hameds the right to operate the store without paying up front for that right, and results in far less partnership value being realized upon windup.

In summary, returning to the real issue at hand - the Court's proposed plan, not the previously submitted competing plans - Yusuf submits that for Plaza Extra – Tutu Park and Plaza Extra – West, the two stores regarding which the partners cannot agree upon a disposition, the Court should implement the private auction or bidding procedures outlined in Yusuf's Comments, Objections And Recommendations Concerning The Court's Proposed Plan filed on

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the Revised Uniform Limited Partnership Act (codified in the Virgin Islands at V.I. Code Ann. tit. 26, §§321-575 (Supp. 2014)), its dissolution provisions are very similar to those in RUPA. Moreover, the Supreme Court of South Dakota cited RUPA and UPA cases, including Horne, in support of its holding. See id. at 340 (citing to Horne, Maras v. Stilinovich, 268 N.W.2d 541 (Minn. 1978), and Wathen v. Brown, 189 A.2d 900 (Pa. 1963)).

[5]See id. at 805, notes 64, 65 and 66 (citing a number of UPA cases holding that courts may employ alternatives to liquidation such as buyouts).

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

October 21, 2014 ("Yusuf Comments"), which bidding process Hamed also supports to the extent it suits his purpose. Yusuf has outlined those bidding procedures in his new plan attached hereto as **Exhibit 3**.

Yusuf Should Be The Liquidating Partner.

As predicted in the Yusuf Comments, Hamed has recycled his same arguments that he should be the liquidating partner or that Yusuf somehow is statutorily precluded from serving as the liquidating partner. Yusuf has adequately responded to these arguments in the Yusuf Comments at p. 4-6. Hamed's argument that V.I. Code Ann. tit. 26, ¶ 74(e) is not germane to whether Yusuf is conflicted from serving as Liquidating Partner by his interests in United Corporation rings completely hollow. Section 74(e) provides "that a partner does not violate his duty of loyalty or obligation under this chapter . . . merely because the partner's conduct furthers the partner's own interest.," Essentially, Hamed argues that the United rent claim and Yusuf's related accounting claim present an irreconcilable conflict beyond the scope of Section 74(e) but utterly fails to explain why that is the case. This argument borders on the absurd, since payment of the undisputed rent claimed by United would do no more than further the legitimate business interest of Yusuf as an owner of United and the disputed rent is specifically left to be determined by the Court as part of the post-liquidation accounting.

Plainly, Yusuf is the only logical person to serve as the liquidating partner because Hamed is incapable of and unqualified for that position, and the Master cannot perform the functions of a liquidating partner without effectively becoming a receiver. Accordingly, Yusuf

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

should serve as the liquidating partner under the supervision of the Master as contemplated by the Order or the Master's role should be formally converted to a Receiver by order of the Court.

At page 6 of his comments, Hamed claims that he "has moved for a determination that Fathi Yusuf was a wrongfully dissociating partner, relying on 26 V.I.C. § 171. This issue is still pending." As the record in this case clearly will reflect, no such motion was ever filed or remains pending. Moreover, as pointed out in Defendants' Reply to Plaintiff's Response To Motion To Appoint Master For Judicial Supervision Of Partnership Winding Up Or In The Alternative, To Appoint Receiver To Wind Up Partnership at p. 2-3, the concept of dissociation cannot be applied to a two person partnership. As explained in Corrales v. Corrales, 198 Cal. App. 4^{th} 221 (Cal. Ct. App. 2011), "[t]he purpose of dissociation is to allow the partnership to continue with the remaining partners. When a partner withdraws from a two person partnership, however, the business cannot continue as before. One person cannot carry on a business as a partnership." Id. at 228. As pointed out in the Response at p. 6:

> Despite repeatedly being challenged to do so, Hamed has never bothered to explain how the concept of dissociation can be applied to a two person partnership and how Yusuf could possibly be found to have wrongfully dissociated in light of the provisions of V.I. Code Ann. tit. 26, § 122(b), which make crystal clear that the concept of wrongful dissociation does not apply to the circumstances of this case.

Hamed claims that the case of Essay v. Essay, 175 Neb. 689 (Neb. 1963) stands for the proposition that "the absolute denial of the other partner's interest in the partnership is not only a wrongful act, but one that dissociates him from the partnership." See Hamed Comments at p. 6. Essay simply does not say this. Rather, in Essay, the Supreme Court of Nebraska merely agreed with the trial courts' finding that the partnership was dissolved on the date one of the partners

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

informed the other that she was not a partner and never had been. Id. at 693. The words "wrongful" and "dissociation" do not appear anywhere in the decision.

While Yusuf may have denied the existence of the partnership as alleged by Hamed in his complaint, there is nothing "wrongful" about such denial. Yusuf never denied that there was an agreement with Hamed to carry on the business of the Plaza Extra Stores and to divide the net profits equally.

Hamed claims that "Yusuf tried to convert all of Hamed's partnership interest by seizing all of its assets – including Hamed's approximately $20,000,000 of $40,000,000 held in cash by the U.S. Marshal . . . ." See Hamed Comments at p. 6 (emphasis in original). As pointed in the Response, "Defendants categorically deny this outlandish claim and note that Hamed has failed to produce any supporting evidence." See Response at p. 6. Again, Hamed provides no record evidence of this claim or his claim that "it is undisputed that Yusuf used the partnership funds to pay his kids' unrelated income taxes." See Hamed Comments at p. 6, n. 6.

Finally, Hamed argues that if Yusuf is appointed Liquidating Partner, **"all acts of the liquidating partner . . . [must be] subject to prior notification and approval of the Master, not just 'after the fact' review."** Indeed, Hamed goes so far as to suggest that Yusuf should not be allowed to unilaterally sign as liquidating partner on any account and that all checks must be signed solely by the Master. Yusuf respectfully submits that this suggestion is both impractical and would effectively convert the Master into a receiver. As the Liquidating Partner, Yusuf would be required to operate within an approved budget under the supervision of the Master. Under Step 2 of the Court's proposed plan, "the Liquidating Partner shall submit to Hamed and

DUDLEY, TOPPER AND FEUERZEIG, LLP
1000 Frederiksberg Gade
P.O. Box 756
St. Thomas, U.S. V.I. 00804-0756
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the Master each month a reconciliation of actual expenditures against the projected expenses set forth in Exhibit A [Wind Up Budget]. Unless the partners agree or the Master orders otherwise, the Liquidating Partner shall not exceed the funds deposited in the Liquidating Expenses Account."

The Division of the Plaza Extra Stores

Hamed approves of the Court's proposed disposition of Plaza Extra – East and Plaza Extra – West claiming that "the Court's proposed liquidation order fully complies with RUPA by liquidating their contents by having each partner buy the equipment and inventory in the physical stores that they each control through other corporate interests." See Hamed Comments at p. 7. Here, Hamed candidly acknowledges what the Court's proposed plan effectively glossed over, namely, that the Court's approval of the disputed lease with KAC357, Inc. provides Hamed not only with the "lynchpin" to his plan but outright "control" of Plaza Extra – West. Importantly, by approving the lease to KAC357, Inc., the Court denies the partnership the value of the leasehold interest in the premises occupied by Plaza Extra-West without any compensation for the value of that leasehold or the improvements that were constructed entirely with partnership funds and represent a significant partnership asset.

Yusuf's control of Plaza Extra – East, through his ownership and control of United Corporation, has been a fact of life from the inception of the business relationship between Yusuf and Hamed. Although Plaza Extra – East never had a written lease agreement with United, it is undisputed that it was obligated to pay rent for the property owned by United and occupied by the supermarket store. If the landlord/tenant relationship between United and Plaza Extra – East

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AND FEUERZEIG, LLP
1000 Frederiksberg Gade
P.O. Box 756
St. Thomas, U.S. V.I. 00804-0756
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ever ended, it was always perfectly clear that United would continue to own and control the premises occupied by Plaza Extra – East.

Plaza Extra – West is an entirely different story. Plaza Extra – West occupies land owned by Plessen, a corporation jointly owned by the Hamed and Yusuf families and entirely capitalized with profits derived by Hamed and Yusuf from the operation of the Plaza Extra Stores. The building and related improvements on that land were constructed by the partnership using funds of the partnership. Plaza Extra – West was opened in 2000 and has never paid any rent to Plessen for the land it occupies. Clearly, Hamed and Yusuf did not contemplate an end to this unusual landlord/tenant relationship and accordingly did not provide for what would happen in the event their partnership dissolved along with the landlord/tenant relationship. As part and parcel of Hamed's plan for winding up the partnership, Hamed usurped control of Plaza Extra – West by using his disputed control over the board of directors of Plessen to approve a 30 year lease by Plessen to KAC357, Inc. Unfortunately, this Court's approval of that lease effectively handed Hamed control over Plaza Extra – West and deprived the partnership of the value of its leasehold interest and improvements. If left in place, this lease also will effectively condemn the Hamed and Yusuf families to continue dealing with one other for another 30 years, a solution wholly at odds with the purpose of dissolving the partnership and winding up its affairs. Because the partners never agreed to or even contemplated such Hamed control of Plessen or Plaza Extra - West, Yusuf submits that the only fair way to deal with the assets of this store is to put the parties back in the same position they occupied before the disputed April 30, 2014 special meeting of directors. Then, both partners would have an opportunity to bid on and acquire Plaza

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

Extra – West. Hamed clearly agrees that the bidding process with respect to Tutu Park is fair and, if the lease of Plaza Extra – West is undone, a private auction of Plaza Extra – West by competitive bidding between the partners also will be a simple and fair solution for that location.

The "Plaza Extra" trade name

Hamed proposed that the partners agree that the name of any store be transferred with each store, without either partner being able to use it at any other or "new" location. Yusuf is amendable to this.

Otherwise, Yusuf submits that the trade name, like the other available partnership assets, should be the subject of a private auction between the partners and subject to competitive bidding.

The One Acre Addition To the East Store

Yusuf has stated under oath, without contradiction, the following:

> 4. For reasons discussed in more detail below, there has been only one reconciliation of accounts since our business agreement was formed and it occurred at the end of 1993. The rent payment due from 1986 through December 31, 1993 was paid by means of a setoff on an account that reflected credits and debits between Hamed and me. Specifically, Hamed's one half portion of the rent was paid by means of a setoff against amounts I owed him by virtue of some large withdrawals I had made in preceding years.
>
> 5. In 1992, Plaza Extra – East burned down. As with all tenants in the United Shopping Plaza, the insurance policy on Bay 1 was paid to the property–owner, United. United decided to expand Bay 1 by purchasing an adjacent acre of land for $250,000. I used $100,000 of my personal funds and the balance was paid with the insurance proceeds United received as the insured under a policy of insurance, which is required of all tenants of United Shopping Plaza.

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

See Declaration of Yusuf dated August 12, 2014, attached as Exhibit 3 to Defendants' Memorandum in Support of Motion for Partial Summary Judgment on Counts IV, XI, and XII Regarding Rent. Hamed's sworn testimony is consistent with Yusuf's declaration that the reconciliation occurred at the end of 1993. Hamed testified that the reconciliation took place "sometime after the fire in the store." See page 51-2 of the transcript of Hamed's April 1, 2014 deposition attached as **Exhibit 1**.

While partnership funds may have been used to pay the insurance premiums for the applicable insurance policy, payment of the insurance premiums by the store has always been one of the terms of the partnership and Hamed has provided this Court with no evidence that Yusuf conceded that the additional acre was purchased with partnership funds. In any event, there is no dispute that the partners' accounts were fully reconciled as of December 31, 1993, that this acre has been titled in United's name for decades, and that rent for this acre was included in the $5,408,806.74 paid on February 7, 2012 covering rent for the period from May 5, 2004 – December 31, 2011. Under these circumstances, Hamed should be estopped from asserting any legal or equitable title to this 1 acre parcel. In any event, Hamed's vague and unsupported claim should not be allowed to impede the disposition of Plaza Extra – East.

Payment of Yusuf's Counsel and Accounting Experts

The Order needs no clarification because it does not propose that Yusuf's counsel and accounting experts would be paid with partnership funds. It should be pointed out, however, that Section 5 of Hamed's "combined" order attached as Exhibit 3 to the Hamed Comments obligates the Liquidating Partner to "prepare and file all required federal and territorial tax returns . . . [and

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

to] provide a Partnership accounting." Complying with these obligations clearly would require professional assistance, which should be paid from partnership funds. Yusuf submits that the Liquidating Partner should not be obligated to provide a Partnership accounting since Step 6 of the Court's proposed plan requires Hamed and Yusuf to submit to the Master a proposed accounting and distribution plan within 45 days after the Liquidating Partner completes liquidation.

The Balance Sheet attached as Exhibit B to the Competing Plans

Since the Order did not refer to the Balance Sheet attached as Exhibit B to the competing plans, it is unclear why Hamed feels compelled to argue that the Balance Sheet should be deemed preliminary. In any event, an updated Balance Sheet is being prepared; consequently, Yusuf does not object to the previous Balance Sheet being deemed preliminary.

Hamed's "Combined" Order Does Not Accurately Set Forth The Agreed Upon Portions Of The Plans.

Yusuf submits that the "combined" plan attached as Exhibit 3 to the Hamed Comments does not accurately set forth the "agreed upon" plan provisions, although it does accurately set forth the plan provisions proposed by this Court, with one minor exception noted.

Section 4. Powers of Liquidating Partner

Exhibit 3 improperly omits the first paragraph of Section 4 of all competing plans.

Section 5. Duties of Liquidating Partner

Exhibit 3 incorrectly strikes out the words "and the Master."

Section 6. Salaries, Withdrawals

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

Because there was never any consensus regarding the terms of the competing plans, this section should be deleted except for the first two sentences.

Section 8: Plan of Liquidation Plan and Winding Up

The lead in paragraph to Section 8(B)(1) of the competing plans should be added. Attached as **Exhibit 2** to this Response is the "combined" plan that Yusuf submits accurately sets forth the terms of the competing plans that the parties have not disputed and the provisions proposed by this Court. Yusuf's revised, proposed plan, which incorporates the Yusuf Comments and his foregoing comments in redlined fashion, is attached as **Exhibit 3** to this Response. Yusuf respectfully requests this Court to consider and approve the plan submitted as **Exhibit 3.**

Respectfully submitted,

DUDLEY, TOPPER and FEUERZEIG, LLP

Dated: October 28, 2014 By: ______________________

GREGORY H. HODGES (V.I. Bar No. 174)
1000 Frederiksberg Gade - P.O. Box 756
St. Thomas, VI 00804
Telephone: (340) 715-4405
Telefax: (340) 715-4400
E-Mail: ghodges@dtflaw.com
and

Nizar A. DeWood, Esq. (V.I. Bar No. 1177)
The DeWood Law Firm
2006 Eastern Suburbs, Suite 101
Christiansted, VI 00830
Telephone: (340) 773-3444
Telefax: (888) 398-8428
E-Mail: info@dewood-law.com

Attorneys for Fathi Yusuf and United Corporation

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

CERTIFICATE OF SERVICE

I hereby certify that on this 28th day of October, 2014, I caused the foregoing **Fathi Yusuf's Response To Hamed's Comments Concerning The Court's Proposed Wind-Up Plan** to be served upon the following via e-mail:

Joel H. Holt, Esq.
LAW OFFICES OF JOEL H. HOLT
2132 Company Street
Christiansted, V.I. 00820
Email: holtvi@aol.com

Carl Hartmann, III, Esq.
5000 Estate Coakley Bay, #L-6
Christiansted, VI 00820
Email: carl@carlhartmann.com

Mark W. Eckard, Esq.
Eckard, P.C.
P.O. Box 24849
Christiansted, VI 00824
Email: mark@markeckard.com

Jeffrey B.C. Moorhead, Esq.
C.R.T. Building
1132 King Street
Christiansted, VI 00820
Email: jeffreymlaw@yahoo.com

The Honorable Edgar A. Ross
Email: edgarrossjudge@hotmail.com

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

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

MOHAMMAD HAMED, by his authorized agent WALEED HAMED,	)	CIVIL NO. SX-12-CV-370
Plaintiff/Counterclaim Defendant,	)	ACTION FOR DAMAGES, INJUNCTIVE RELIEF AND DECLARATORY RELIEF
vs.	)	**JURY TRIAL DEMANDED**
FATHI YUSUF and UNITED CORPORATION,	)	
Defendants/Counterclaimants,	)	
vs.	)	
WALEED HAMED, WAHEED HAMED, MUFEED HAMED, HISHAM HAMED, and PLESSEN ENTERPRISES, INC.,	)	
Additional Counterclaim Defendants.	)	

EXHIBIT 1

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

MOHAMMED HAMED by His Authorized Agent WALEED HAMED,	)
Plaintiff/Counterclaim Defendant,	)
vs.	) Case No. SX-12-CV-370
	) Volume 2
FATHI YUSUF and UNITED CORPORATION,	)
Defendants/Counterclaimants,	)
vs.	)
WALEED HAMED, WAHEED HAMED, MUFEED HAMED, HISHAM HAMED, and PLESSEN ENTERPRISES, INC.,	)
Additional Counterclaim Defendants.	)

THE VIDEOTAPED ORAL DEPOSITION OF MOHAMMAD HAMED was taken on the 1st day of April, 2014, at the Law Offices of Adam Hoover, 2006 Eastern Suburb, Christiansted, St. Croix, U.S. Virgin Islands, between the hours of 9:12 a.m. and 5:13 p.m. pursuant to Notice and Federal Rules of Civil Procedure.

Reported by:

Cheryl L. Haase
Registered Professional Reporter
Caribbean Scribes, Inc.
2132 Company Street, Suite 3
Christiansted, St. Croix U.S.V.I.
(340) 773-8161

EXHIBIT
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Mr. Yusuf was on the short side --

THE INTERPRETER: No, it's the other way.

MR. HODGES: Oh, okay.

THE INTERPRETER: In other words --

MR. HODGES: Even though the Yusuf family had drawn less than the Hamed family --

THE INTERPRETER: I'm sorry.

MR. HARTMANN: No, no.

THE INTERPRETER: It's the other way.

MR. HODGES: Okay.

Q. **(Mr. Hodges)** Mr. Hamed, so I think what you're -- you're saying is that sometime after the fire in the store, you -- you came to an understanding with Mr. Yusuf that even though his family had drawn more money out of the partnership, that you were going to call it even anyway?

THE INTERPRETER: I told you, these were his words, and God's book is our witness.

A. That's what he told me.

THE INTERPRETER: That's what he says Mr. Yusuf told him.

Q. **(Mr. Hodges)** And did you agree to it?

A. (Speaking in Arabic). He's my brother-in-law. I trust him. And when I go home, vacation, on my vacation --

MR. HARTMANN: In Arabic.

THE INTERPRETER: He says, I -- I agreed to it. I trusted him. I -- I -- I used to ask him to look over my sons when I would travel, if something should happen to me. Uh --

Q. (Mr. Hodges) Okay. Now, Mr. Hamed, do you, is it your testimony that you and your family never received any Plaza Extra funds that were not split 50/50?

THE INTERPRETER: There was no money other than what was in the store, and what we -- what we requested as withdrawals when we needed it.

Q. (Mr. Hodges) But what I'm -- I'm -- I'm asking you, sir, is to tell me, do you agree that it is your position that you never got any funds out of the partnership that either weren't agreed to by Mr. Yusuf or split 50/50?

MR. HARTMANN: Object as to form.

THE INTERPRETER: There was no agreement other than, when we needed money, we would make withdrawals. And when I purchased my home, I withdrew 40,000. There was a balance of 50,000 that I financed with the -- with the owner, which I paid monthly.

Q. (Mr. Hodges) But that's -- that doesn't answer my question, sir.

MR. HARTMANN: Wait, wait, wait.

Go ahead.

Q. (Mr. Hodges) The -- the question is, is it your testimony that neither you nor your family ever withdrew any

IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS
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Plaintiff/Counterclaim Defendant,	)	ACTION FOR DAMAGES, INJUNCTIVE RELIEF AND DECLARATORY RELIEF
vs.	)	**JURY TRIAL DEMANDED**
FATHI YUSUF and UNITED CORPORATION,	)	
Defendants/Counterclaimants,	)	
vs.	)	
WALEED HAMED, WAHEED HAMED, MUFEED HAMED, HISHAM HAMED, and PLESSEN ENTERPRISES, INC.,	)	
Additional Counterclaim Defendants.	)	

EXHIBIT 2

PLAZA EXTRA SUPERMARKETS
COMBINED PLAN FOR
WINDING UP PARTNERSHIP

This Plan provides for the winding up of the Partnership, as defined below. This is a liquidating plan and does not contemplate the continuation of the Partnership's business, except as may be required for the orderly winding up of the Partnership.

Section 1: DEFINITIONS

1.1 "Act" means the Uniform Partnership Act, V. I. Code Ann. Tit. 26, §§ 1-274.

1.2 "Available Cash" means the aggregate amount of all unencumbered cash and securities held by the Partnership including cash realized from any Litigation Recovery or any Liquidation Proceeds.

1.3 "Case" means Civil No. SX-12-CV-370 pending in the Court.

1.4 "Claim" means

(a) any right to payment from the Partnership whether or not such right is reduced to judgment, liquidated, unliquidated, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured; or

(b) any right to an equitable remedy for breach of performance if such breach gives rise to a right of payment from the Partnership whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

1.5 "Claimant" means the holder of a Claim.

1.6 "Claims Reserve Account" means one or more interest-bearing bank account(s), money market or securities account(s) to be established and held in trust by the Master for the purpose of holding the Available Cash until distributed in accordance with the Plan and any interest, dividends or other income earned upon the investment of such Claims Reserve Account. The Claims Reserve Account will be further funded from time to time by the Liquidating Partner with:

(i) any Liquidation Proceeds realized, plus

(ii) any Litigation Recovery realized, minus

(iii) any amounts necessary to pay Wind Up Expenses.

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1.7 "Court" means the Superior Court of the Virgin Islands in which the Case is pending.

1.8 "Criminal Case" means Case No. 1:05-CR-00015-RLF-GWB pending in the District Court.

1.9 "Debt" means liability on a Claim.

1.10 "Disputed Claim" means any Claim or portion of a Claim as to which an objection to the allowance thereof has been interposed, which objection has not been withdrawn or determined by Final Order.

1.11 "District Court" means the District Court of the Virgin Islands, in which the Criminal Case is pending.

1.12 "Effective Date" means ten business days following entry of an Order by the Court approving this Plan.

1.13 "Encumbered Cash" means all of the cash and securities encumbered by a restraining order issued by the District Court in the Criminal Case.

1.14 "Final Order" means an order or judgment of the Court or District Court:

(i) which has not been reversed, stayed, modified or amended;

(ii) as to which the time to or the right to appeal or seek reconsideration, review, rehearing or certiorari has expired or has been waived; and

(iii) as to which no appeal or motion for reconsideration, review, rehearing, or certiorari is pending.

1.15 "Hamed" means Mohammad Hamed.

1.16 "Hamed Sons" means Waleed Hamed, Waheed Hamed, Mufeed Hamed, and Hisham Hamed.

1.17 "Liquidating Expenses Account" means one or more checking accounts to be utilized by the Liquidating Partner for Wind Up Expenses based upon the Wind Up Budget and to satisfy Debts of the Partnership.

1.18 "Liquidating Partner" means Yusuf.

1.19 "Liquidation Proceeds" means any cash or other consideration paid to or realized by the Partnership or the Liquidating Partner, as applicable, upon the sale, transfer, assignment or other distribution of the Partnership Assets.

1.20 "Litigation" means the interest of the Partnership or the Liquidating Partner, as applicable, in any and all claims, rights and causes of action that have been or may be commenced by the Partnership or the Liquidating Partner including, without limitation, any action:

(i) to avoid and recover any transfers of property determined to be avoidable pursuant to VI. Code Ann. tit. 28, §§ 171-212 or other applicable law;

(ii) for the turnover of property to the Partnership or Liquidating Partner, as applicable;

(iii) for the recovery of property or payment of money that belongs to or can be asserted by the Partnership or the Liquidating Partner, as applicable; and

(iv) for compensation for damages incurred by the Partnership.

1.21 "Litigation Recovery" means any cash or other property received by the Partnership or the Liquidating Partner, as applicable, from all or any portion of the Litigation including, but not limited to, awards of damages, attorneys' fees and expenses, interest and punitive damages, whether recovered by way of settlement, execution on judgment or otherwise.

1.22 "Master" means the person or firm appointed by the Court to serve as master in the Case.

1.23. "New Hamed Company" means KAC357, Inc., which was incorporated on April 22, 2014 and is owned by three of the Hamed Sons.

1.24 "Partnership" means the association of Yusuf and Hamed to carry on as co-owners ~~of~~ the business of the Plaza Extra Stores.

1.25 "Partners" means Yusuf and Hamed.

1.26 "Partnership Assets" means any and all property, assets, rights or interest of the Partnership whether tangible or intangible, and any Liquidation Proceeds realized therefrom, including without limitation, all Available Cash, Encumbered Cash, Litigation, and any Litigation Recovery.

1.27 "Plan" means this Plan For Winding Up Partnership proposed by Yusuf and United including exhibits as it may be amended, modified or supplemented from time to time.

1.28 "Plaza Extra – East" means the supermarket located at Sion Farm, St. Croix.

1.29 "Plaza Extra – Tutu Park" means the supermarket located at Tutu Park, St. Thomas.

1.30 "Plaza Extra – West" means the supermarket located at Estate Plessen (Grove Place), St. Croix.

1.31 "Plaza Extra Stores" means Plaza Extra – East, Plaza Extra – Tutu Park, and Plaza Extra – West.

1.32 "Plessen" means Plessen Enterprises, Inc.

1.33 "Tutu Park Lease" means the lease between United and Tutu Park Mall, Ltd. covering the premises occupied by Plaza Extra – Tutu Park.

1.34 "Tutu Park Litigation" means all litigation currently pending between United and Tutu Park Mall, Ltd. including Civil No. 997/1997 and Civil No. 361/2001.

1.35 "Termination Date" means six months following the Effective Date, when the Liquidating Partner contemplates completing the winding up of the Partnership.

1.36 "United" means United Corporation.

1.37 "Wind Up Budget" means the budget established to satisfy the anticipated Wind Up Expenses and to satisfy the Debts set forth in **Exhibit A** hereto.

1.38 "Wind Up Expenses" means the costs and expenses incurred by the Liquidating Partner for the purpose of:

(i) operating the Plaza Extra Stores during the period required to liquidate the Partnership Assets;

(ii) prosecuting or otherwise attempting to collect or realize upon the Litigation;

(iii) assembling and selling any of the Partnership Assets or otherwise incurred in connection with generating the Liquidation Proceeds;

(iv) resolving Disputed Claims and effectuating distributions to Creditors under the Plan; or

(v) otherwise implementing the Plan and winding up the Partnership.

1.39 "Yusuf" means Fathi Yusuf.

1.40 "Yusuf Sons" means Maher Yusuf, Nejeh Yusuf, and Yusuf Yusuf.

Section 2: APPOINTMENT OF MASTER

The Honorable Edgar D. Ross has been appointed Master to oversee and act as the judicial supervision of the wind up efforts of the Liquidating Partner.

Section 3: LIQUIDATING PARTNER

Yusuf shall be the Liquidating Partner with the exclusive right and obligation to wind up the Partnership pursuant to this Plan under the supervision of the Master. No person other than the Liquidating Partner may act on behalf of the Partnership, represent the Partnership in any official capacity or participate in management or control of the Partnership, for purposes of winding up its business or otherwise. The Liquidation Partner's rights and obligations relative to the winding up, subject to the review and supervision of the Master, shall be deemed to have commenced as of April 25, 2013, the date of the issuance of the Preliminary Injunction.

Section 4: POWERS OF LIQUIDATING PARTNER

Pursuant to the Act, the Liquidating Partner shall have authority to wind up the Partnership business, including full power and authority to sell and transfer Partnership Assets, engage legal, accounting and other professional services, sign and submit tax matters, execute and record a statement of dissolution of Partnership, pay and settle Debts, and marshal Partnership Assets for equal distribution to the Partners following payment of all Debts and a full accounting by the Partners, pursuant to agreement of the Partners or by order of the Court.

The Liquidating Partner shall use his best efforts to complete the winding up of the Partnership on or before the Termination Date.

Section 5: DUTIES OF LIQUIDATING PARTNER

The Liquidating Partner shall devote such time as is reasonably necessary to wind up and liquidate the Partnership in the manner provided herein and as required by the Act.

The Liquidating Partner shall be required to report on a bi-monthly basis to Hamed and the Master as to the status of all wind up efforts. In addition, the Liquidating Partner shall prepare and file all required federal and territorial tax returns and shall pay all just Partnership Debts. The Liquidating Partner shall provide a Partnership accounting. Any Liquidation Proceeds and Litigation Recovery shall be placed into the Claim Reserve Account from which all Partnership Debts shall first be paid. Following payment of all Partnership Debts, any remaining funds shall continue to be held in the Claims Reserve Account pending distribution pursuant to agreement of the Partners or order of the Court following a full accounting and reconciliation of the Partners' capital accounts and earlier distributions.

Section 6: SALARIES, WITHDRAWALS

As compensation for serving as Liquidating Partner, Yusuf shall continue to receive the salary Yusuf is currently receiving as shown on the Wind Up Budget. This compensation will be considered an expense of winding up the Partnership's business.

Section 7: CRIMINAL CASE AND ENCUMBERED CASH

There exists a plea agreement ("Plea Agreement") entered by United in the Criminal Case. Nothing in this Plan or the Partnership wind up efforts shall undermine or impair United's Plea Agreement. The President of United shall meet with the U.S. Department of Justice to see what impact, if any, the implementation of the Plan and wind up of the Partnership may have on United's compliance with the Plea Agreement.

The Encumbered Cash shall be deposited into the Claims Reserve Account immediately after it is no longer encumbered by the restraining order entered in the Criminal Case and, thereafter, held for distribution in accordance with this Plan.

Section 8: PLAN OF LIQUIDATION AND WINDING UP

The liquidation process will include the sale of all non-liquid Partnership Assets, payment of outstanding Debts, and deposit of all net Liquidation Proceeds into the Claims Reserve Account under the control of the Master.

1) Plaza Extra – East

Yusuf will purchase form the Partnership the following elements of the existing business operations known as Plaza Extra – East: the inventory at landed cost and the equipment and leasehold improvements at their depreciated value, as mutually determined by the Partners. In the event the Partners cannot agree, such value shall be determined by a qualified appraiser selected by the Master. Upon payment for such inventory, equipment and leasehold improvements, Yusuf will assume full ownership and control and may continue to operate the business Plaza Extra – East without any further involvement of Hamed or the Hamed sons, and free and clear of any claims or interest of Hamed.

2) Plaza Extra – Tutu Park

Yusuf will purchase from the Partnership the following elements of the existing business operation known as Plaza Extra – Tutu Park: the inventory at landed cost and the equipment and leasehold improvements at their depreciated value, as mutually determined by the Partners. In the event the Partners cannot agree, such value shall be determined by a qualified appraiser selected by the Master. Yusuf will reimburse the Partnership for 50% of the reasonable costs and attorneys' fees incurred to date in the Tutu Park litigation. Upon payment for such inventory, equipment, leasehold improvements and attorneys' fees, Yusuf will assume full ownership and control and may continue to operate the business Plaza Extra – Tutu Park without any further involvement of Hamed or the Hamed sons, and free and clear of any claims or interests of Hamed.

3) Plaza Extra – West

Hamed will purchase from the Partnership the following elements of the existing business operation known as Plaza Extra – West: inventory at landed cost and the equipment and leasehold improvements at their depreciated value, as mutually determined by the Partners. In the event the Partners cannot agree, such value shall be determined by a qualified appraiser selected by the Master. Upon payment for such inventory, equipment and leasehold improvements, Hamed will assume full ownership and control and may continue to operate Plaza Extra – West without any further involvement of Yusuf, Yusuf's sons or United and free and clear of any claims or interests of Yusuf or United.

4) Stock of Associated Grocers

The stock of Associated Grocers held in the name of United shall be split 50/50 between Hamed and Yusuf, with United retaining in its name Yusuf's 50% share, and 50% of such stock reissued in Hamed's name or his designee's name.

5) Plaza Extra Name

Yusuf shall own and have the right to use the trade name "Plaza Extra" in the operation of Yusuf's Plaza Extra stores. Hamed will operate Plaza Extra – West under the trade name "Plaza West."

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Steps to Be Taken for the Orderly Liquidation of the Partnership

STEP 1: Budget for Wind Up Efforts

The Liquidating Partner proposes the Wind Up Budget (Exhibit A) for the Wind Up Expenses. Such expenses include, but are not limited to, those incurred in the liquidating process, costs for continued operations of the Plaza Extra Stores during the wind up, costs for the professional services of the Master, costs relating to pending litigation in which United d/b/a Plaza Extra Stores is named as a party, and the rent to be paid to the landlords of Plaza Extra – East and Plaza Extra – Tutu Park.

STEP 2: Setting Aside Reserves

The sum of Ten Million Five Hundred Thousand Dollars ($10,500,000) shall be set aside in a Liquidating Expenses Account to cover the Wind Up Expenses as set out in the Wind Up Budget with a small surplus to cover any miscellaneous or extraordinary Wind Up Expenses that may occur at the conclusion of the liquidation process. Such Account shall be held in trust by the Liquidating Partner under the supervision of the Master. The Liquidating Partner shall submit to Hamed and the Master each month a reconciliation of actual expenditures against the projected expenses set forth in Exhibit A. Unless the Partners agree or the Master orders otherwise, the Liquidating Partner shall not exceed the funds deposited in the Liquidating Expenses Account.

STEP 3: Continued Employment of Employees

Yusuf and Hamed, and their respective successors, shall attempt to keep all employees of the Plaza Extra Stores fully employed. Although approval of this plan should avoid any need to comply with the provisions of the Virgin Islands Plant Closing Act, to the extent necessary, Yusuf and Hamed, and their respective successors, shall comply with the PCA for any affected employees of the Plaza Extra Stores as a result of the winding up and closure of the Partnership business. Any severance payments due to the employees determined in accordance with the PCA shall be paid by the Master out of the Claims Reserve Account.

Step 4: Liquidation of Partnership Assets

The Liquidating Partners shall promptly confer with the Master and Hamed to inventory all non-Plaza Extra Stores Partnership assets, and to agree to and implement a plan to liquidate such assets, which shall result in the maximum recoverable payment for the Partnership.

STEP 5: Other Pending Litigation

The pending litigation against United set forth in Exhibit C arises out of the operation of the Plaza Extra Stores. As a part of the wind up of the Partnership, the Liquidating Partner shall undertake to resolve those claims in Exhibit C, and to the extent any claims arise in the future relating to the operation of a Plaza Extra Store during the liquidation process, within the available insurance coverage for such claims. Any litigation expenses not covered by insurance shall be charged against the Claims Reserve Account.

STEP 6: Distribution Plan

Upon conclusion of the Liquidation Process, the funds remaining in the Liquidating Expenses Account, if any, shall be deposited into the Claims Reserve Account. Within 45 days after the Liquidating Partner completes the liquidation of the Partnership Assets, Hamed and Yusuf shall each submit to the Master a proposed accounting and distribution plan for the funds remaining in the Claims Reserve Account. Thereafter, the Master shall make a report and recommendation of distribution to the Court for its final determination. Nothing herein shall prevent the Partners from agreeing to distribution of Partnership assets between them rather than liquidating assets by sale and distributing proceeds.

STEP 7: Additional Measures to Be Taken

a) Should the funds deposited into the Liquidating Expense Account prove to be insufficient, the Master shall transfer from the Claims Reserve Account sufficient funds required to complete the wind up and liquidation of the Partnership, determined in the Master's sole discretion.

b) All funds realized from the sale of the non-cash Partnership Assets shall be deposited into the Claims Reserve Account under the exclusive control of the Master.

c) All bank accounts utilized in the operation of the Partnership business shall be consolidated into the Claims Reserve Account.

d) All brokerage and investment accounts set forth in Exhibit D shall be turned over to the Master as a part of the Claims Reserve Account.

e) Any Partnership Asset remaining after completion of the liquidation process shall be divided equally between Hamed and Yusuf under the supervision of the Master.

Step 8: Use of Available Cash and Encumbered Cash to Purchase Assets

This Plan is conditioned upon the ability of Hamed and Yusuf to use their 50% interest in Available Cash and Encumbered Cash to purchase the non-liquid Partnership Assets. Any such use shall be subject to the approval of the Court and, to the extent necessary, the District Court.

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INDEX OF EXHIBITS

Exhibit A:	Wind Up Budget
Exhibit B:	Plaza Extra Supermarkets Balance Sheet
Exhibit C:	Pending Litigation Against United
Exhibit D:	List of Brokerage and Investment Accounts

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

MOHAMMAD HAMED, by his authorized agent WALEED HAMED,	)	CIVIL NO. SX-12-CV-370
Plaintiff/Counterclaim Defendant,	)	ACTION FOR DAMAGES, INJUNCTIVE RELIEF AND DECLARATORY RELIEF
vs.	)	**JURY TRIAL DEMANDED**
FATHI YUSUF and UNITED CORPORATION,	)	
Defendants/Counterclaimants,	)	
vs.	)	
WALEED HAMED, WAHEED HAMED, MUFEED HAMED, HISHAM HAMED, and PLESSEN ENTERPRISES, INC.,	)	
Additional Counterclaim Defendants.	)	

EXHIBIT 3

PLAZA EXTRA SUPERMARKETS
COMBINED PLAN FOR
WINDING UP PARTNERSHIP
WITH YUSUF REVISIONS

This Plan provides for the winding up of the Partnership, as defined below. This is a liquidating plan and does not contemplate the continuation of the Partnership's business, except as may be required for the orderly winding up of the Partnership.

Section 1: DEFINITIONS

1.1 "Act" means the Uniform Partnership Act, V. I. Code Ann. Tit. 26, §§ 1-274.

1.2 "Available Cash" means the aggregate amount of all unencumbered cash and securities held by the Partnership including cash realized from any Litigation Recovery or any Liquidation Proceeds.

1.3 "Case" means Civil No. SX-12-CV-370 pending in the Court.

1.4 "Claim" means

(a) any right to payment from the Partnership whether or not such right is reduced to judgment, liquidated, unliquidated, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured; or

(b) any right to an equitable remedy for breach of performance if such breach gives rise to a right of payment from the Partnership whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

1.5 "Claimant" means the holder of a Claim.

1.6 "Claims Reserve Account" means one or more interest-bearing bank account(s), money market or securities account(s) to be established and held in trust by the Master for the purpose of holding the Available Cash until distributed in accordance with the Plan and any interest, dividends or other income earned upon the investment of such Claims Reserve Account. The Claims Reserve Account will be further funded from time to time by the Liquidating Partner with:

(i) any Liquidation Proceeds realized, plus

(ii) any Litigation Recovery realized, minus

(iii) any amounts necessary to pay Wind Up Expenses.

EXHIBIT
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1.7 "Court" means the Superior Court of the Virgin Islands in which the Case is pending.

1.8 "Criminal Case" means Case No. 1:05-CR-00015-RLF-GWB pending in the District Court.

1.9 "Debt" means liability on a Claim.

1.10 "Disputed Claim" means any Claim or portion of a Claim as to which an objection to the allowance thereof has been interposed, which objection has not been withdrawn or determined by Final Order.

1.11 "District Court" means the District Court of the Virgin Islands, in which the Criminal Case is pending.

1.12 "Effective Date" means ten business days following entry of an Order by the Court approving this Plan.

1.13 "Encumbered Cash" means all of the cash and securities encumbered by a restraining order issued by the District Court in the Criminal Case.

1.14 "Final Order" means an order or judgment of the Court or District Court:

(i) which has not been reversed, stayed, modified or amended;

(ii) as to which the time to or the right to appeal or seek reconsideration, review, rehearing or certiorari has expired or has been waived; and

(iii) as to which no appeal or motion for reconsideration, review, rehearing, or certiorari is pending.

1.15 "Hamed" means Mohammad Hamed.

1.16 "Hamed Sons" means Waleed Hamed, Waheed Hamed, Mufeed Hamed, and Hisham Hamed.

1.17 "Liquidating Expenses Account" means one or more checking accounts to be utilized by the Liquidating Partner for Wind Up Expenses based upon the Wind Up Budget and to satisfy Debts of the Partnership.

1.18 "Liquidating Partner" means Yusuf.

1.19 "Liquidation Proceeds" means any cash or other consideration paid to or realized by the Partnership or the Liquidating Partner, as applicable, upon the sale, transfer, assignment or other distribution of the Partnership Assets.

1.20 "Litigation" means the interest of the Partnership or the Liquidating Partner, as applicable, in any and all claims, rights and causes of action that have been or may be commenced by the Partnership or the Liquidating Partner including, without limitation, any action:

(i) to avoid and recover any transfers of property determined to be avoidable pursuant to VI. Code Ann. tit. 28, §§ 171-212 or other applicable law;

(ii) for the turnover of property to the Partnership or Liquidating Partner, as applicable;

(iii) for the recovery of property or payment of money that belongs to or can be asserted by the Partnership or the Liquidating Partner, as applicable; and

(iv) for compensation for damages incurred by the Partnership.

1.21 "Litigation Recovery" means any cash or other property received by the Partnership or the Liquidating Partner, as applicable, from all or any portion of the Litigation including, but not limited to, awards of damages, attorneys' fees and expenses, interest and punitive damages, whether recovered by way of settlement, execution on judgment or otherwise.

1.22 "Master" means <u>the Honorable Edgar D. Ross,</u> the person ~~or firm~~ appointed by the Court to serve as master in the Case.

1.23. "New Hamed Company" means KAC357, Inc., which was incorporated on April 22, 2014 and is owned by three of the Hamed Sons.

1.24 "Partnership" means the association of Yusuf and Hamed to carry on as co-owners the business of the Plaza Extra Stores.

1.25 "Partners" means Yusuf and Hamed.

1.26 "Partnership Assets" means any and all property, assets, rights or interest of the Partnership whether tangible or intangible, and any Liquidation Proceeds realized therefrom, including without limitation, all Available Cash, Encumbered Cash, Litigation, and any Litigation Recovery.

1.27 "Plan" means this Plan For Winding Up Partnership proposed by Yusuf and United including exhibits as it may be amended, modified or supplemented from time to time.

1.28 "Plaza Extra – East" means the supermarket located at Sion Farm, St. Croix.

1.29 "Plaza Extra – Tutu Park" means the supermarket located at Tutu Park, St. Thomas.

1.30 "Plaza Extra – West" means the supermarket located at Estate Plessen (Grove Place), St. Croix.

1.31 "Plaza Extra Stores" means Plaza Extra – East, Plaza Extra – Tutu Park, and Plaza Extra – West.

1.32 "Plessen" means Plessen Enterprises, Inc.

1.33 "Tutu Park Lease" means the lease between United and Tutu Park Mall, Ltd. covering the premises occupied by Plaza Extra – Tutu Park.

1.34 "Tutu Park Litigation" means all litigation currently pending between United and Tutu Park Mall, Ltd. including Civil No. 997/1997 and Civil No. 361/2001.

1.35 "Termination Date" means six months following the Effective Date, when the Liquidating Partner contemplates completing the winding up of the Partnership.

1.36 "United" means United Corporation.

1.37 "Wind Up Budget" means the budget established to satisfy the anticipated Wind Up Expenses and to satisfy the Debts set forth in **Exhibit A** hereto.

1.38 "Wind Up Expenses" means the costs and expenses incurred by the Liquidating Partner for the purpose of:

(i) operating the Plaza Extra Stores during the period required to liquidate the Partnership Assets;

(ii) prosecuting or otherwise attempting to collect or realize upon the Litigation;

(iii) assembling and selling any of the Partnership Assets or otherwise incurred in connection with generating the Liquidation Proceeds;

(iv) resolving Disputed Claims and effectuating distributions to Creditors under the Plan; or

(v) otherwise implementing the Plan and winding up the Partnership.

1.39 "Yusuf" means Fathi Yusuf.

1.40 "Yusuf Sons" means Maher Yusuf, Nejeh Yusuf, and Yusuf Yusuf.

Section 2: APPOINTMENT OF MASTER

The Honorable Edgar D. Ross has been appointed Master to oversee and act as the judicial supervision of the wind up efforts of the Liquidating Partner.

Section 3: LIQUIDATING PARTNER

Yusuf shall be the Liquidating Partner with the exclusive right and obligation to wind up the Partnership, pursuant to this Plan and the provisions of V.I. Code Ann. tit. 26, § 173(c), under the supervision of the Master. No person other than the Liquidating Partner may act on behalf of the Partnership, represent the Partnership in any official capacity or participate in management or control of the Partnership, for purposes of winding up its business or otherwise. ~~The Liquidation Partner's rights and obligations relative to the winding up, subject to the review and supervision of the Master, shall be deemed to have commenced as of April 25, 2013, the date of the issuance of the Preliminary Injunction.~~

Section 4: POWERS OF LIQUIDATING PARTNER

Pursuant to the Act, the Liquidating Partner shall have authority to wind up the Partnership business, including full power and authority to sell and transfer Partnership Assets, engage legal, accounting and other professional services, sign and submit tax matters, execute and record a statement of dissolution of Partnership, pay and settle Debts, and marshal Partnership Assets for equal distribution to the Partners following payment of all Debts and a full accounting by the Partners, pursuant to agreement of the Partners or by order of the Court.

The Liquidating Partner shall use his best efforts to complete the winding up of the Partnership on or before the Termination Date.

Section 5: DUTIES OF LIQUIDATING PARTNER

The Liquidating Partner shall devote such time as is reasonably necessary to wind up and liquidate the Partnership in the manner provided herein and as required by the Act.

The Liquidating Partner shall be required to report on a bi-monthly basis to Hamed and the Master as to the status of all wind up efforts. In addition, the Liquidating Partner shall prepare and file all required federal and territorial tax returns and shall pay all just Partnership Debts. ~~The Liquidating Partner shall provide a Partnership accounting~~. Any Liquidation Proceeds and Litigation Recovery shall be placed into the Claim Reserve Account from which all Partnership Debts shall first be paid. Following payment of all Partnership Debts, any remaining funds shall continue to be held in the Claims Reserve Account pending distribution pursuant to agreement of the Partners or order of the Court following a full accounting and reconciliation of the Partners' capital accounts and earlier distributions.

Section 6: SALARIES, WITHDRAWALS

As compensation for serving as Liquidating Partner, Yusuf shall continue to receive the salary Yusuf is currently receiving as shown on the Wind Up Budget. This compensation will be considered an expense of winding up the Partnership's business.

Section 7: CRIMINAL CASE AND ENCUMBERED CASH

There exists a plea agreement ("Plea Agreement") entered by United in the Criminal Case. Nothing in this Plan or the Partnership wind up efforts shall undermine or impair United's Plea Agreement. The President of United shall meet with the U.S. Department of Justice to see what impact, if any, the implementation of the Plan and wind up of the Partnership may have on United's compliance with the Plea Agreement.

The Encumbered Cash shall be deposited into the Claims Reserve Account immediately after it is no longer encumbered by the restraining order entered in the Criminal Case and, thereafter, held for distribution in accordance with this Plan.

Section 8: PLAN OF LIQUIDATION AND WINDING UP

The liquidation process will include the sale of all non-liquid Partnership Assets, payment of outstanding Debts, and deposit of all net Liquidation Proceeds into the Claims Reserve Account under the control of the Master.

1) Plaza Extra – East

Yusuf will purchase from the Partnership the following elements of the existing business operations known as Plaza Extra – East: the inventory at landed cost and the equipment and leasehold improvements at their depreciated value, as mutually determined by the Partners. In the event the Partners cannot agree, such value shall be determined by a qualified appraiser selected by the Master. If the Partners do not agree with the foregoing manner of disposition, the Partners shall bid for such inventory, equipment, and leasehold improvements at a private auction between the Partners to be supervised by the Master. Upon payment for such ~~inventory, equipment and leasehold improvements,~~ assets, Yusuf will assume full ownership and control and may continue to operate the business Plaza Extra – East without any further involvement of Hamed or the Hamed sons, and free and clear of any claims or interest of Hamed.

2) Plaza Extra – Tutu Park

~~Yusuf will purchase from the Partnership the following elements of the existing business operation known as Plaza Extra – Tutu Park: the inventory at landed cost and the equipment and leasehold improvements at their depreciated value, as mutually determined by the Partners. In the event the Partners cannot agree, such value shall be determined by a qualified appraiser selected by the Master. Yusuf will reimburse the Partnership for 50% of the reasonable costs and attorneys' fees incurred to date in the Tutu Park litigation.~~ The Partners shall bid for the Tutu Park Lease, inventory, equipment, leasehold improvements, and Tutu Park Litigation at a private auction between the Partners to be supervised by the Master. Upon payment for such assets, ~~inventory, equipment, leasehold improvements and attorneys' fees, Yusuf~~ the purchasing Partner will assume full ownership and control and may continue to operate the business Plaza Extra – Tutu Park without any further involvement of ~~Hamed or the Hamed sons~~ the other Partner or his family or affiliated companies, and free and clear of any claims or interests of ~~Hamed~~ the non-purchasing Partner.

3) Plaza Extra – West

~~Hamed will purchase from the Partnership the following elements of the existing business operation known as Plaza Extra – West: inventory at landed cost and the equipment and leasehold improvements at their depreciated value, as mutually determined by the Partners. In the event the Partners cannot agree, such value shall be determined by a qualified appraiser selected by the Master.~~ The lease from Plessen to the New Hamed Company shall be vacated and discharged of record. The approximately 16 acre tract shown on the July 13, 2012 preliminary surveys attached as Exhibit E (the "Plaza West Parcel") shall be subdivided from the larger tract owned by Plessen. The Partners shall bid for the Plaza West Parcel inclusive of all improvements, equipment, and inventory located on such premises at a private auction between the Partners to be supervised by the Master. Upon payment for such ~~inventory, equipment and leasehold improvements, Hamed~~ assets, the purchasing Partner will assume full ownership and control and may continue to operate Plaza Extra – West without any further involvement of ~~Yusuf, Yusuf's sons or United~~ the other Partner or his family or affiliated companies and free and clear of any claims or interests of ~~Yusuf or United~~ the non-purchasing Partner. The purchasing Partner shall be entitled to a recordable easement for the existing sewage line servicing Plaza Extra - West provided that Plessen shall also have the right to tap into such sewer line.

4) Stock of Associated Grocers

The stock of Associated Grocers held in the name of United shall be split 50/50 between Hamed and Yusuf, with United retaining in its name Yusuf's 50% share, and 50% of such stock reissued in Hamed's name or his designee's name.

5) Plaza Extra Name

~~Yusuf shall own and have the right to use the trade name "Plaza Extra" in the operation of Yusuf's Plaza Extra stores. Hamed will operate Plaza Extra – West under the trade name "Plaza West."~~

Unless the Partners agree in writing that the name used for each store will remain with each store but without either Partner being able to use such name at any other location, ~~T~~the Partners shall bid for the trade name "Plaza Extra" at a private auction between the Partners to be supervised by the Master. Upon payment for such trade name, the purchasing Partner will assume full ownership and control of such trade name and the exclusive right to use such name in the operation of any businesses, including the Plaza Extra Stores.

Steps to Be Taken for the Orderly Liquidation of the Partnership

STEP 1: Budget for Wind Up Efforts

The Liquidating Partner proposes the Wind Up Budget (Exhibit A) for the Wind Up Expenses. Such expenses include, but are not limited to, those incurred in the liquidating process, costs for continued operations of the Plaza Extra Stores during the wind up, costs for the professional services of the Master, costs relating to pending litigation in which United d/b/a Plaza Extra Stores is named as a party, and the rent to be paid to the landlords of Plaza Extra – East and Plaza Extra – Tutu Park.

STEP 2: Setting Aside Reserves

The sum of Ten Million Five Hundred Thousand Dollars ($10,500,000) shall be set aside in a Liquidating Expenses Account to cover the Wind Up Expenses as set out in the Wind Up Budget with a small surplus to cover any miscellaneous or extraordinary Wind Up Expenses that may occur at the conclusion of the liquidation process. Such Account shall be held in trust by the Liquidating Partner under the supervision of the Master. The Liquidating Partner shall submit to Hamed and the Master each month a reconciliation of actual expenditures against the projected expenses set forth in Exhibit A. Unless the Partners agree or the Master orders otherwise, the Liquidating Partner shall not exceed the funds deposited in the Liquidating Expenses Account.

STEP 3: Continued Employment of Employees

Yusuf and Hamed, and their respective successors, shall attempt to keep all employees of the Plaza Extra Stores fully employed. Although approval of this plan should avoid any need to comply with the provisions of the Virgin Islands Plant Closing Act, to the extent necessary. Yusuf and Hamed, and their respective successors, shall comply with the PCA for any affected employees of the Plaza Extra Stores as a result of the winding up and closure of the Partnership business. Any severance payments due to the employees determined in accordance with the PCA shall be paid by the Master out of the Claims Reserve Account.

Step 4: Liquidation of Partnership Assets

The Liquidating Partner shall promptly confer with the Master ~~and Hamed~~ to inventory all non-Plaza Extra Stores Partnership assets, and to agree to and implement a plan to liquidate such assets, which shall result in the maximum recoverable payment for the Partnership.

STEP 5: Other Pending Litigation

The pending litigation against United set forth in Exhibit C arises out of the operation of the Plaza Extra Stores. As a part of the wind up of the Partnership, the Liquidating Partner shall undertake to resolve those claims in Exhibit C, and to the extent any claims arise in the future relating to the operation of a Plaza Extra Store during the liquidation process, within the available insurance coverage for such claims. Any litigation expenses not covered by insurance shall be charged against the Claims Reserve Account.

STEP 6: Distribution Plan

Upon conclusion of the Liquidation Process, the funds remaining in the Liquidating Expenses Account, if any, shall be deposited into the Claims Reserve Account. Within 45 days after the Liquidating Partner completes the liquidation of the Partnership Assets, Hamed and Yusuf shall each submit to the Master a proposed accounting and distribution plan for the funds remaining in the Claims Reserve Account. Thereafter, the Master shall make a report and recommendation of distribution to the Court for its final determination. Nothing herein shall prevent the Partners from agreeing to distribution of Partnership assets between them rather than liquidating assets by sale and distributing proceeds.

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a) Should the funds deposited into the Liquidating Expense Account prove to be insufficient, the Master shall transfer from the Claims Reserve Account sufficient funds required to complete the wind up and liquidation of the Partnership, determined in the Master's sole discretion.

b) All funds realized from the sale of the non-cash Partnership Assets shall be deposited into the Claims Reserve Account under the exclusive control of the Master.

c) All bank accounts utilized in the operation of the Partnership business shall be consolidated into the Claims Reserve Account.

d) All brokerage and investment accounts set forth in Exhibit D shall be turned over to the Master as a part of the Claims Reserve Account.

e) Any Partnership Asset remaining after completion of the liquidation process shall be divided equally between Hamed and Yusuf under the supervision of the Master.

Step 8: Use of Available Cash and Encumbered Cash to Purchase Assets

This Plan is conditioned upon the ability of Hamed and Yusuf to use their 50% interest in Available Cash and Encumbered Cash to purchase the non-liquid Partnership Assets. Any such use shall be subject to the approval of the Court and, to the extent necessary, the District Court.

INDEX OF EXHIBITS

EXHIBIT A

Plaza Extra Supermarkets
Liquidation Budget

	6 Month Liquidation Period					
	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
Operating Expenses						
Advertising & Promotion	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	0.00
Auto Expenses	250.00	250.00	250.00	200.00	200.00	0.00
Bad Debts Expense	0.00	0.00	0.00	0.00	0.00	10,000.00
Bank Charges	5,000.00	5,000.00	5,000.00	4,000.00	3,000.00	2,000.00
Cash Short (Over)	1,000.00	800.00	600.00	400.00	200.00	0.00
Charitable Contributions	500.00	0.00	0.00	0.00	0.00	0.00
Computer Supplies & Expense	3,000.00	2,500.00	2,000.00	1,500.00	1,000.00	0.00
Contract Labor Expense	5,000.00	3,000.00	2,000.00	1,000.00	500.00	500.00
Depreciation Expense	18,500.00	18,500.00	18,500.00	18,500.00	18,500.00	18,500.00
Insurance - Emp Health	23,000.00	23,000.00	23,000.00	23,000.00	20,000.00	15,000.00
Insurance - Gen Liability	27,000.00	27,000.00	27,000.00	27,000.00	27,000.00	27,000.00
Insurance - Property	17,000.00	17,000.00	17,000.00	17,000.00	17,000.00	17,000.00
Insurance - Workers' Comp	7,500.00	7,500.00	7,500.00	7,500.00	7,500.00	0.00
Professional Fees	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00
Merchant Fees - MC/Visa/Amex	65,000.00	60,000.00	50,000.00	40,000.00	30,000.00	5,000.00
Merchant Fees - Telecheck	2,000.00	2,000.00	2,000.00	1,000.00	750.00	500.00
NSF Checks Expense	500.00	500.00	500.00	500.00	0.00	0.00
Office Supplies & Expense	5,000.00	4,000.00	3,000.00	2,000.00	1,000.00	0.00
Postage & Overnight Delivery	500.00	500.00	500.00	500.00	500.00	500.00
Rent Expense - Tutu Park	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00
Rent Expense - Sion Farm *	59,000.00	59,000.00	59,000.00	59,000.00	59,000.00	59,000.00
Repairs & Maintenance Expense	40,000.00	30,000.00	20,000.00	10,000.00	2,000.00	0.00
Security Expense	6,000.00	5,000.00	4,000.00	3,000.00	2,000.00	0.00
Court Appointed Master	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00
Taxes - Gross Receipts	367,000.00	245,000.00	163,000.00	82,000.00	41,000.00	0.00
Taxes - Empr FICA & Medicare	78,000.00	65,000.00	59,000.00	46,000.00	34,000.00	5,000.00
Taxes - Empr FUTA Expense	6,000.00	5,000.00	4,000.00	3,000.00	2,000.00	1,000.00
Taxes - Empr VI Unemp	10,000.00	9,000.00	8,000.00	6,000.00	4,000.00	1,000.00
Taxes - Licenses	500.00	500.00	500.00	500.00	500.00	0.00
Taxes - Property	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	0.00
Telephone Expense	4,500.00	4,000.00	4,000.00	4,000.00	3,000.00	2,000.00
Trash Removal	7,000.00	7,000.00	7,000.00	5,000.00	5,000.00	3,000.00
Travel & Hotels Expense	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
Utilities - Electric	425,000.00	425,000.00	425,000.00	425,000.00	375,000.00	300,000.00
Utilities - Gas & Diesel	2,500.00	2,500.00	2,500.00	1,000.00	500.00	500.00
Utilities - Water	3,000.00	3,000.00	2,000.00	1,000.00	500.00	500.00
Wages - Liquidating Partner	27,500.00	22,000.00	22,000.00	22,000.00	22,000.00	22,000.00
Wages - Officer Salaries	27,500.00	22,000.00	22,000.00	22,000.00	22,000.00	22,000.00
Wages - Managers	185,000.00	176,000.00	176,000.00	150,000.00	150,000.00	150,000.00
Wages - Other	831,000.00	665,000.00	600,000.00	450,000.00	300,000.00	50,000.00
Total Operating Expenses	2,367,250.00	2,023,550.00	1,843,850.00	1,540,600.00	1,256,650.00	793,000.00
Cumulative Total	2,367,250.00	4,390,800.00	6,234,650.00	7,775,250.00	9,031,900.00	9,824,900.00

*This proposed budget is without prejudice to United Corporation's claim for increased rent effective January 1, 2012.

Forecast

EXHIBIT B

Plaza Extra Supermarkets
Balance Sheet
As of January 31, 2014 and Last Year End

			Current Period	Last Year End
ASSETS				
Current Assets				
10000	Cash - Petty	$	31,726.00 $	31,726.00
10100	Cash - Registers		33,870.00	33,870.00
10200	Cash - Safe		146,520.20	168,220.20
10300	Cash in Bank - Operating		(2,212,795.52)	(970,814.23)
10350	Cash in Bank - Payroll		15,712.17	15,693.98
10400	Cash in Bank - CC Deposit		1,096,301.95	932,533.54
10500	Cash in Bank - Telecheck		7,967,789.80	7,703,852.94
10900	Cash Clearing - Transfers		0.00	106,910.23
11000	Accounts Receivable - Trade		57,323.37	43,129.55
12000	Inventory		9,553,982.57	9,553,982.57
13100	Prepaid Insurance		226,946.88	278,216.83
13300	Due from Cashiers - Shortages		0.00	(2,719.72)
13400	Due from Employees - Loans		60,638.60	73,497.47
14000	Due from (to) Yusuf		(117,644.33)	(117,644.33)
14100	Due from (to) Plaza East		(458,954.70)	(550,471.77)
14300	Due from (to) Plaza West		405,655.79	476,080.46
14400	Due from (to) Plaza STT		53,298.91	53,298.91
14500	Due from (to) Shopping Ctr		67,251.73	65,688.31
15100	Marketable Securities - BPPR		37,767,429.03	37,767,429.03
15150	Unrealized (Gain) Loss - BPPR		(2,324,369.86)	(2,324,369.86)
15200	Marketable Securities - ML		336,378.45	336,378.45
	Total Current Assets		52,707,061.04	53,674,488.56
Property and Equipment				
16000	Buildings		3,478,103.00	3,478,103.00
16100	Leasehold Improvements		4,214,919.00	4,214,919.00
16200	Fixtures & Store Equipment		7,377,032.21	7,377,032.21
16400	Security Equipment		304,241.60	304,241.60
16500	Vehicles & Transport Equipment		57,050.50	57,050.50
16900	Accum Depreciation		(10,695,527.03)	(10,677,827.03)
	Total Property and Equipment		4,735,819.28	4,753,519.28
Other Assets				
17000	Land		330,000.00	330,000.00
19000	Deposits		57,963.40	57,963.40
19200	Due from (to) Peter's Farm		1,527,708.00	1,527,708.00
19300	Due from (to) Plessen		5,109,018.00	5,109,018.00
19400	Due from (to) Sixteen Plus		87,004.26	87,004.26
	Total Other Assets		7,111,693.66	7,111,693.66
	Total Assets	$	64,554,573.98 $	65,539,701.50

Plaza Extra Supermarkets
Balance Sheet
As of January 31, 2014 and Last Year End

			Current Period	Last Year End
LIABILITIES AND CAPITAL				
Current Liabilities				
20000	Accounts Payable - Trade	$	3,269,786.86 $	5,026,839.62
21000	VI Income Tax W/H & Payable		24,521.07	47,944.73
21100	FICA / Medicare Payable		20,449.67	29,520.57
21200	Accrued FUTA Payable		2,765.34	3,544.84
21300	Accrued VI Unemp Tax Payable		7,989.20	40,429.11
21500	Garnishments W/H & Payable		1,174.50	541.98
21700	AFLAC W/H & Payable		2,489.84	2,489.84
21800	CIGNA W/H & Payable		21,715.29	(73,907.68)
21900	MASA W/H & Payable		694.41	1,205.41
23000	Accrued Expenses Due United		5,442,894.19	5,383,894.19
23100	Accrued Gross Rcpts Tx Payable		411,786.49	303,485.32
25000	Deferred Income		0.00	(804.56)
	Total Current Liabilities		9,206,266.86	10,765,183.37
Long-Term Liabilities				
	Total Long-Term Liabilities		0.00	0.00
	Total Liabilities		9,206,266.86	10,765,183.37
Capital				
33000	Dividend Distrib's (Ptr Draws)		0.00	(8,486,132.00)
39000	Retained Earnings		54,774,518.13	61,840,197.87
	Net Income		573,788.99	1,420,452.26
	Total Capital		55,348,307.12	54,774,518.13
	Total Liabilities & Capital	$	64,554,573.98 $	65,539,701.50

EXHIBIT C

EXHIBIT C

PENDING LITIGATION AGAINST UNITED

MATTER	STATUS/CASE NUMBER
1. Carol Daniel v. United Corporation d/b/a Plaza Extra	No suit filed
2. Edwards, Sonia v. United Corporation d/b/a Extra	No suit filed
3. Fell, Isaline v. United Corporation d/b/a Plaza Extra	
4. Harley, George v. United Corporation d/b/a Plaza Extra	No suit filed
5. Harris v. United Corporation d/b/a Plaza Extra	No suit filed
6. Hartzog, Amanda individually and as Next of Friend of Jahmil Perez, a minor v. United Corporation d/b/a Plaza Extra	Case No. 95/2004 Superior Court of the Virgin Islands Division of St. Croix
7. Issac, Laverne v. United Corporation d/b/a Plaza Extra	Superior Court of the Virgin Islands Division of St. Thomas and St. John
8. Javois, Kyshama and Ferdinand Javois as parents of Kai Javois, a minor v. United Corporation	No suit filed
9. Melendez, Carlos, Jr. v. V.I. Asphalt Products Corporation (VIAPCO) and Mike Yusuf	
10. Philip, Nelda P. v. United Corporation d/b/a Plaza Extra	
11. Samuel, Velma v. United Corporation d/b/a Plaza Extra	Case No. ST-12-CV-457 Superior Court of the Virgin Islands Division of St. Thomas and St. John
12. Santiago, Jacqueline v. United Corporation d/b/a Plaza Extra	Superior Court of the Virgin Islands Division of St. Croix

MATTER	STATUS/CASE NUMBER
13. Santiago, Jacqueline v. United Corporation d/b/a Plaza Extra (DOL Appeal Case)	Superior Court of the Virgin Islands Division of St. Croix
14. United Corporation d/b/a Plaza Extra v. Tutu Park Limited (Light Poles)	Civil No. 97/1997 District Court of the St. Thomas and St. John
15. United Corporation d/b/a Plaza Extra v. Tutu Park Limited and P.I.D. Inc.	Civil No. 361/2001 Superior Court of the Virgin Island Division of St. Thomas and St. John
16. Williams, Edith v. United Corporation d/b/a Plaza Extra	Case No. 478/2000 Territorial Court, Division of St. Croix

EXHIBIT D

Exhibit D

LIST OF BROKERAGE AND INVESTMENT ACCOUNTS

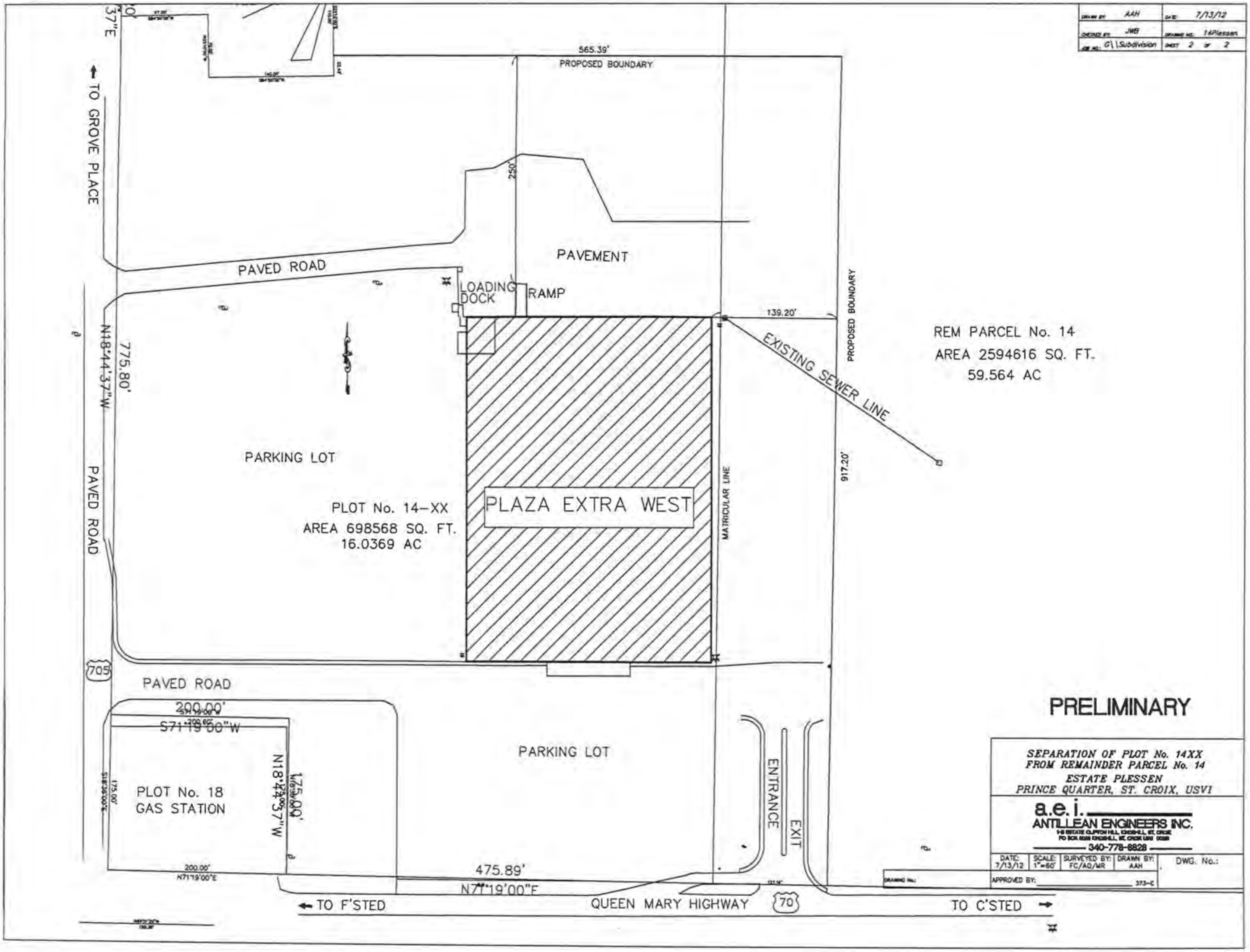
1. Popular Securities Accounts United Corp. d/b/a Plaza Extra
   (Denoted on Exhibit B - Balance Sheet as #15100)

   Value as of 12/31/13: $37,767,429.06

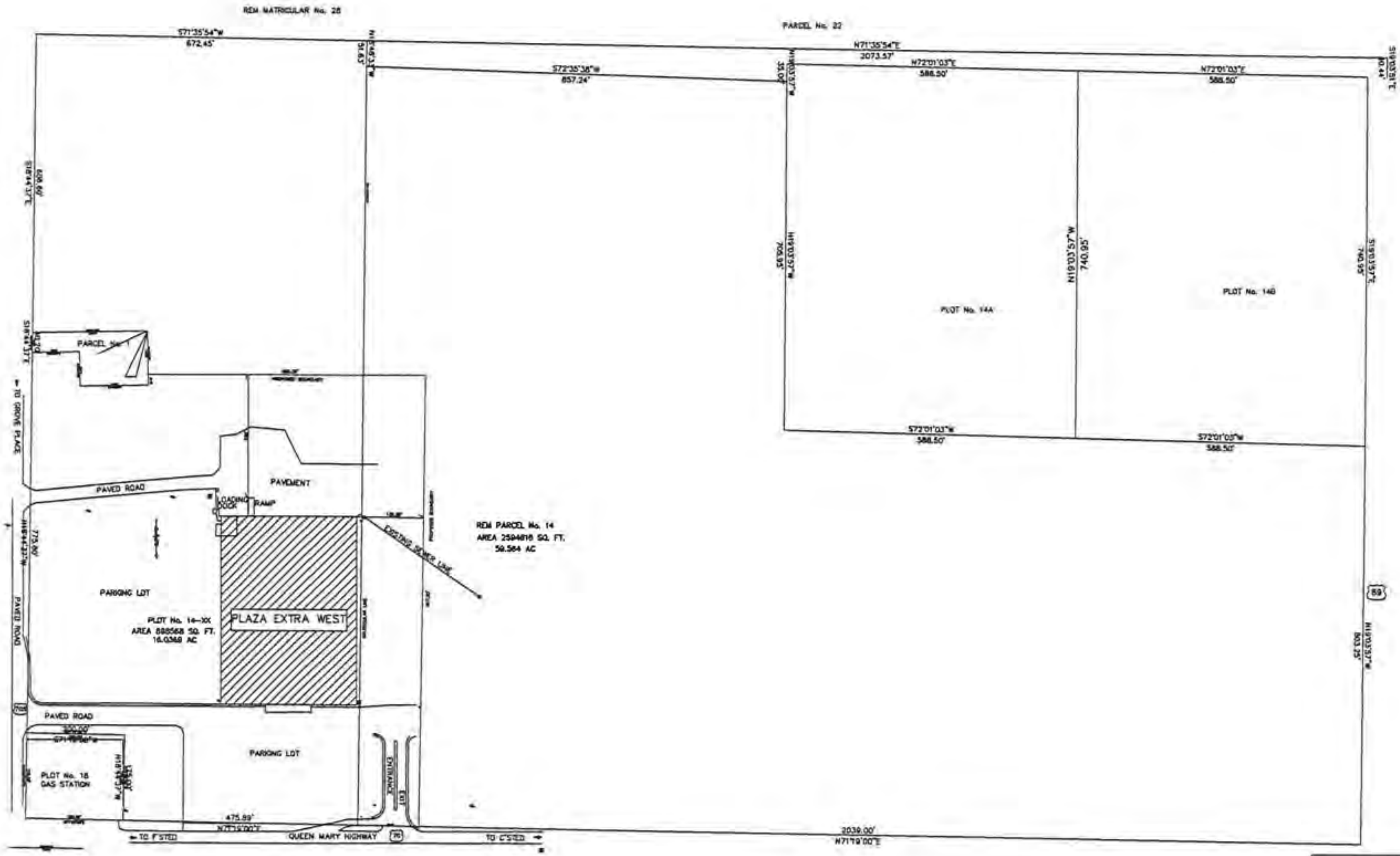
2. Merrill Lynch Cash Reserve Account
   (Denoted on Exhibit B - Balance Sheet as #15200)

   Value as of 12/31/13: $336,378.45

EXHIBIT E



DRAWN BY: AAH
DATE: 7/13/12
CHECKED BY: JWB
DRAWING NO.: 14Plessen
JOB NO.: G\\Subdivision
SHEET 2 OF 2
565.39'
PROPOSED BOUNDARY
TO GROVE PLACE
37"E
250'
PAVEMENT
PAVED ROAD
LOADING DOCK
RAMP
139.20'
PROPOSED BOUNDARY
REM PARCEL No. 14
AREA 2594616 SQ. FT.
59.564 AC
EXISTING SEWER LINE
N18°14'37"W
775.80'
PARKING LOT
917.20'
MATRICULAR LINE
PLAZA EXTRA WEST
PLOT No. 14–XX
AREA 698568 SQ. FT.
16.0369 AC
PAVED ROAD
705
PAVED ROAD
PRELIMINARY
200.00'
S71°19'00"W
PARKING LOT
PLOT No. 18
GAS STATION
N18°42'57"W
175.00'
ENTRANCE
EXIT
SEPARATION OF PLOT No. 14XX
FROM REMAINDER PARCEL No. 14
ESTATE PLESSEN
PRINCE QUARTER, ST. CROIX, USVI
a.e.i.
ANTILLEAN ENGINEERS INC.
340-778-8828
DATE: 7/13/12
SCALE: 1"=60'
SURVEYED BY: FC/AO/MR
DRAWN BY: AAH
DWG. No.:
APPROVED BY:
373-C
200.00'
N71°19'00"E
475.89'
N71°19'00"E
TO F'STED
QUEEN MARY HIGHWAY
70
TO C'STED



PRELIMINARY

SEPARATION OF PLOT No. 14XX
FROM REMAINDER PARCEL No. 14
ESTATE PLESSEN
PRINCE QUARTER, ST. CROIX, USVI

a.e.i.
ANTILLEAN ENGINEERS INC.
340-778-8828

DATE:	SCALE:	SURVEYED BY:	DRAWN BY:	DWG. No.:
7/13/12	1"=150'	FC/AQ/MR	AAH	

APPROVED BY: 373-E

DRAWN BY:	AAH	DATE:	7/13/12
CHECKED BY:	JWB	DRAWING NO.:	14Plessen
JOB NO.:	G:\Subdivision	SHEET	1 of 2

DRAWING No.: