

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

HISHAM HAMED, individually, and)
Derivatively, on behalf of **SIXTEEN**)
PLUS CORPORATION,) CIVIL NO. SX-16-CV-650
)
Plaintiff,) DERIVATIVE SHAREHOLDER
) SUIT, ACTION FOR DAMAGES
vs.) AND CICO RELIEF
)
FATHI YUSUF, ISAM YOUSUF and)
JAMIL YOUSEF,) JURY TRIAL DEMANDED
)
Defendants.)
)
and)
)
SIXTEEN PLUS CORPORATION,)
)
a nominal Defendant,)
_____)

NOTICE OF SERVICE OF
DEFENDANT ISAM YOUSUF'S FIRST REQUEST FOR
THE PRODUCTION OF DOCUMENTS
TO PLAINTIFF HISHAM HAMED, Derivatively on behalf of
SIXTEEN PLUS CORPORATION

TO: THE HON. ESTRELLA H. GEORGE
Clerk of the Court
SUPERIOR COURT OF THE VIRGIN ISLANDS
Division of St. Croix
RFD 2, Kingshill, St. Croix
U.S. Virgin Islands 00850

The Defendant, **ISAM YOUSUF**, by and through his undersigned attorney, James L. Hymes, III, does not voluntarily appear in this matter, does not submit to the jurisdiction of the Court, and does not waive any objections to subject matter

HISHAM HAMED, Individually, and derivatively, on behalf of SIXTEEN PLUS CORPORATION vs.
FATHI YUSUF, ISAM YOUSUF and JAMIL YOUSEF

SCVI/STX Civil No. SX-16-CV-650

NOTICE OF SERVICE OF DEFENDANT ISAM YOUSUF'S FIRST REQUEST FOR THE PRODUCTION OF DOCUMENTS TO
PLAINTIFF HISHAM HAMED, Derivatively on behalf of SIXTEEN PLUS CORPORATION

jurisdiction, personal jurisdiction, improper venue, insufficiency of process, insufficiency of service of process, or failure to state a claim upon which relief can be granted, or any other defense or objection which may be presented whether by pleading or motion in this action, and pursuant to the provisions of V.I. R. Civ. P. 34, provides notice that he has served the First Request for the Production of Documents to the Plaintiff, **HISHAM HAMED, Derivatively on behalf of SIXTEEN PLUS CORPORATION**, by serving the original of same upon Plaintiff's counsel, Joel H. Holt, Esq., with copies to the remaining counsel of record as set forth in the Certificate of Service, below.

Respectfully Submitted,

DATED: June 19, 2018.

LAW OFFICES OF JAMES L. HYMES, III, P.C.
*Counsel for Defendants –
Isam Yousuf, and Jamil Yousuf*

By: 

JAMES L. HYMES, III

VI Bar No. 264

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HISHAM HAMED, Individually, and derivatively, on behalf of SIXTEEN PLUS CORPORATION vs.
FATHI YUSUF, ISAM YOUSUF and JAMIL YOUSEF

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CERTIFICATE OF SERVICE

I hereby certify this document complies with the page or word limitation set forth in V.I. R. Civ. P. 6-1(e), and that on this the 19th day of June, 2018, I caused an exact copy of the foregoing "**Notice of Service of Defendant Isam Yousuf's First Request for the Production of Documents to Plaintiff Hisham Hamed, Derivatively on behalf of Sixteen Plus Corporation**", together with the First Request for Production of Documents referred to therein, to be served electronically by e-mail, and by mailing same, postage pre-paid, to the following counsel of record:

JOEL H. HOLT, ESQ.

LAW OFFICES OF JOEL H. HOLT
2132 Company Street
Christiansted, USVI, 00820
holtvi@aol.com

Counsel for Plaintiff

CARL J. HARTMANN, III, ESQ.

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Co-Counsel for Plaintiff

GREGORY H. HODGES, ESQ.

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Attorneys for Sixteen Plus Corporation



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

HISHAM HAMED , individually, and)	
Derivatively, on behalf of SIXTEEN)	
PLUS CORPORATION,	)	CIVIL NO. SX-16-CV-650
)	
Plaintiff,	)	DERIVATIVE SHAREHOLDER
	)	SUIT, ACTION FOR DAMAGES
vs.	)	AND CICO RELIEF
)	_____
FATHI YUSUF, ISAM YOUSUF and	)	JURY TRIAL DEMANDED
JAMIL YOUSEF ,)	
)	
Defendants.)	
)	
and)	
)	
SIXTEEN PLUS CORPORATION ,)	
)	
a nominal Defendant,)	
_____)	

DEFENDANT ISAM YOUSUF'S FIRST REQUEST FOR
THE PRODUCTION OF DOCUMENTS
TO PLAINTIFF HISHAM HAMED, Derivatively on behalf of
SIXTEEN PLUS CORPORATION

TO: HISHAM HAMED, Derivatively on behalf of
SIXTEEN PLUS CORPORATION
c/o Joel H. Holt, Esq.
LAW OFFICES OF JOEL H. HOLT
2132 Company Street
Christiansted, USVI, 00820
holtvi@aol.com
Counsel for Plaintiff

The Defendant, **ISAM YOUSUF** by and through his undersigned attorney, James L. Hymes, III, does not voluntarily appear in this matter, does not submit to the jurisdiction of the Court, and does not waive any objections to subject matter jurisdiction, personal jurisdiction, improper venue, insufficiency of process, insufficiency of service of process, or failure to state a claim upon which relief can be granted, or any other defense or objection which may be presented whether by pleading or motion in this action, hereby propounds the following First Request for Production of Documents pursuant to Rule 26(d)(2) and 34 of the Virgin Islands Rules of Civil Procedure (V.I. R. CIV. P.) on the Plaintiff **HISHAM HAMED, Derivatively on behalf of SIXTEEN PLUS CORPORATION.**

INSTRUCTIONS

In responding to these Requests for Production of Documents, the following instructions shall apply:

1. The obligations imposed by V.I. R. CIV. P. 26 and 34 are hereby incorporated, including, but not limited to, the duty to supplement imposed by V.I.R. CIV. P. 26(e).

2. If you lack information to respond to a particular request for production, in whole or in part, you shall state or identify: a) the currently available information; b) any currently unavailable information; c) the efforts you have taken, or will take, to obtain the currently unavailable information; and d) when you expect to obtain this information. Further, if you believe that any other individual or entity may have information that

responds to a specific request, in whole or in part, you shall provide the individual or entity's: a) name, address and telephone number and b) a brief description of the information the you believe the entity or individual possesses.

3. Whenever in these requests for production you are directed to produce or "identify" a "document," you shall, besides providing the document itself (if asked to produce), state or identify the following: a) the date the document was prepared; b) the name, address and telephone number of each author or signatory; c) the name, address and telephone number of each recipient (both addressee and recipients of copies); d) the document type (e.g., letter, memorandum, report, etc.); e) the document title; f) the document's control number or Bates number; and g) the name, address and telephone number of the document's custodian.

4. If you no longer possess any document the Defendant requests, you shall state or identify: a) the date the document was prepared; b) the name, address and telephone number of each author or signatory; c) the name, address and telephone number of each recipient; d) the document type (e.g., letter, memorandum, report, etc.); e) what was done with the document; f) the name, address and telephone number of each individual responsible for, or otherwise involved with, transferring or disposing of the document; and g) reason(s) the document was disposed of or transferred; and h) the name, address and telephone of the document's custodian, if known.

5. If you believe any information the Defendant requests is privileged and/or protected, in whole or in part, you shall provide the following: a) the document's title;

b) the document type (e.g., memorandum, letter, report, email etc.), c) the name, address and telephone number of each author or signatory; d) the name, address and telephone number of each recipient; e) the date the document was prepared; f) the privilege(s) and/or protection(s) you are asserting; g) the factual bases for asserting the privilege(s) and/or protection(s); and h) a summary of the information you are not producing to enable a court of competent jurisdiction to rule whether the information is privileged and for protected.

6. If you redact anything from a document it produces in response to these requests for production, the you shall state or provide the following: a) a summary of the deleted information; b) the reason(s) for deleting the information; and c) the name, address and telephone number of each person responsible for, or otherwise involved with, deleting the information.

7. You shall respond to each of these requests for production to the fullest extent possible, and in good faith, preserving any valid objections you may have. You may further ask the Defendant's attorney to clarify or limit any request for production you believe is vague or unduly burdensome.

8. Whenever these requests for production use any word in the plural, you shall understand the word to include the singular as necessary to make the request for production inclusive rather than exclusive. Further, whenever these requests for production use any word in the singular, you shall understand the word to include the plural as necessary to make the request for production inclusive rather than exclusive.

9. Whenever these requests for production use any word in the masculine, you shall understand the word to include the feminine as necessary to make the request for production inclusive rather than exclusive. Further, whenever these requests for production use any word in the feminine, you shall understand the word to include the masculine as necessary to make the request for production inclusive rather than exclusive.

10. Verbs written in the present tense shall also be taken to mean and include the past. Verbs written in the past tense shall also be taken to mean and include the present.

11. Whenever these requests for production use the word "and" or the word "or," you shall understand the word conjunctively or disjunctively as necessary to make the request for production inclusive rather than exclusive.

TERMS AND MEANINGS

The terms used in this Discovery have the following meaning:

As used herein, the term "document(s)" is used in its broadest sense to include, by way of illustration only and not by way of limitation, all originals and non-identical copies of any writing or any other tangible thing or data compilation in your custody, possession or control - whether printed, typed, reproduced by any process, written or produced by hand, including any graphic matter however produced or reproduced, or produced by any other mechanical means and all data, either electronic, magnetic, chemical, mechanical, or other form of data storage capable of being transformed into

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

"Communication" means any correspondence, contact, discussion, exchange, contract, or agreement between any two or more persons. Without limiting the foregoing, "communication" includes all documents, as defined above, telephone

conversations, internet communications, e-mail, facsimile transmissions, voice mail, face-to-face conversations, meetings, and conferences.

"Diamond Keturah" means the property described as those parcels and remainders of parcels, and road plots set forth and described in seventeen (17) separate listings ("Diamond Keturah") in Exhibit A to the First Priority Mortgage.

"Note" and/or "Mortgage" refers to the note and mortgage between Manal Yousef and Sixteen Plus Corporation as to the property known as Diamond Keturah on St. Croix, USVI.

"Loan fund" means the funds for Manal Yousef's loan to Sixteen Plus Corporation evidenced by the Promissory Note (**Exhibit A**) and secured by the First Priority Mortgage (**Exhibit B**).

"You" or "Yours" or "Yourself" means the Plaintiff, **HISHAM HAMED, Derivatively on behalf of SIXTEEN PLUS CORPORATION.**

REQUESTS

Document Request No. 1:

Produce all documents referenced, reviewed, or used to prepare answers to First Set of Interrogatory Responses in this case not otherwise produced in response to these document requests.

RESPONSE:

Document Request No. 2:

Any and all documents which reflect, relate to, and/or describe any fraudulent representations pertaining to the loan agreement between Manal Yousef and Sixteen Plus Corporation, and/or the activity and/or conduct that is at issue in this case including proof that alleged misrepresentations of which you complain were done willingly and fraudulently.

RESPONSE:

Document Request No. 3:

Any and all documents which pertain to and/or support your contention that the language contained in your complaint confer sufficient standing on you to pursue a fraud, embezzlement or CICO claim against Isam Yousuf in this case.

RESPONSE:

Document Request No. 4:

Any and all documents which pertain to and/or support your contention that Isam Yousuf participated in the conduct of an enterprise through a pattern of criminal activity in connection with the activity and/or conduct that is at issue in this case.

RESPONSE:

Document Request No. 5:

Any and all documents which pertain to and/or support your contention that your CICO claim against Isam Yousuf is not barred because the alleged group in association of which you complain constitutes an enterprise under CICO.

RESPONSE:

HISHAM HAMED, Individually, and derivatively, on behalf of SIXTEEN PLUS CORPORATION vs.
FATHI YUSUF, ISAM YOUSUF and JAMIL YOUSEF

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Document Request No. 6:

Any and all documents which pertain to and/or support your contention that Isam Yousuf's activity and/or conduct at issue constituted an enterprise under CICO.

RESPONSE:

Document Request No. 7:

Any and all documents which pertain to and/or support your contention that Isam Yousuf engaged in a pattern of criminal activity involving multiple acts of mail and/or wire fraud in connection with the activity and/or conduct that is at issue in this case.

RESPONSE:

Document Request No. 8:

Any and all documents which pertain to and/or support your contention that Isam Yousuf fraudulently induced you or Sixteen Plus Corporation to contract for a loan between Manal Yousef and Sixteen Plus Corporation or to part with money or property that is at issue in this case.

RESPONSE:

Document Request No. 9:

Any and all documents which pertain to and/or support your contention that Isam Yousuf fraudulently appropriated your or Sixteen Plus Corporation's property that is at issue in this case.

RESPONSE:

Document Request No. 10:

Any and all documents which pertain to and/or support your contention that you detrimentally relied on the alleged fraud, embezzlement or CICO-prohibited activity and/or conduct of Isam Yousuf that is at issue in this case.

RESPONSE:

Document Request No. 11:

Any and all documents which pertain to and/or support your contention that you suffered and/or incurred injuries and/or damages to yourself, to business and/or to property, broken down for each of your claims, in connection with the alleged fraud, embezzlement or CICO-prohibited activity and/or conduct that is at issue in this case.

RESPONSE:

Document Request No. 12:

Any and all documents which pertain to and/or support your contention that Manal Yousef acted at the direction or request and under the control of Isam Yousuf, Jamil Yousuf, or Fathi Yusuf.

RESPONSE:

Document Request No. 13:

Produce all photographs, audiotape, videotape, electronic documents, e-mail and attachments, electronic recordings and/or other documents in your possession that relate to the allegations and defenses set forth in the pleadings.

RESPONSE:

Document Request No. 14:

Produce all non-privileged written or recorded statements from any party(s) or person(s) that in any way relate to the claims and defenses set forth in the pleadings.

RESPONSE:

Document Request No. 15:

All documents showing any transfer of funds since 1996 from United Corporation, Plaza Extra Supermarket stores, Fathi Yusuf, Waleed Hamed or any of his family members to Manal Yousef or Isam Yousuf.

RESPONSE:

Document Request No. 16:

All documents reflecting that the loan funds had originated from United Corporation or Plaza Extra Supermarket stores accounts or any source other than Manal Yousef.

RESPONSE:

Document Request No. 17:

Produce all documents including, but not limited to, correspondence, e-mails, letters, notes, and financial and accounting records since 1996 relating to the source of the loan funds including Plaza Extra Supermarket stores.

RESPONSE:

Document Request No. 18:

Produce any and all documents relating in any way to conversations, meetings or other communications regarding Sixteen Plus Corporation's indebtedness/debt obligations and payment or failure to pay to Manal Yousef the principal and interest due according to the terms of the promissory note and mortgage.

RESPONSE:

Document Request No. 19:

All documents relating to any communications or contacts you or any Hamed family member have had since 1996 with any person in Sint Maarten/St. Martin relating to United Corporation, Plaza Extra Supermarket stores, Sixteen Plus Corporation, Manal Yousef, Isam Yousuf, Jamil Yousuf, Fathi Yusuf or Manal Yousef's loan to Sixteen Plus Corporation.

RESPONSE:

Document Request No. 20:

Produce all documents relating to the transactions alleged in the pleadings not otherwise called for by this document production request including documents generated by you that discuss or in any other way relate to the issues raised in this litigation.

RESPONSE:

Document Request No. 21:

A copy of passports issued by any country since 1996, whether current or expired, to the Hamed family members with a financial interest in Sixteen Plus Corporation.

RESPONSE:

Document Request No. 22:

Any and all documents which may or will be used as an exhibit at trial or any evidentiary hearing in this matter.

RESPONSE:

Document Request No. 23:

Any and all documents which have been provided to any expert witness or lay witness who may or will be called to testify on your behalf at a trial or evidentiary hearing in this matter.

RESPONSE:

HISHAM HAMED, Individually, and derivatively, on behalf of SIXTEEN PLUS CORPORATION vs.
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Document Request No. 24:

Any and all documents received from any person who may or will be called as an expert or lay witness at trial or at any evidentiary hearing.

RESPONSE:

DATED: June 19, 2018.

LAW OFFICES OF JAMES L. HYMES, III, P.C.
Counsel for Defendants –
Isam Yousuf, and Jamil Yousuf

By: 

JAMES L. HYMES, III

VI Bar No. 264

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EXHIBIT A

\$4,500,000

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

PROMISSORY NOTE

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

Such indebtedness shall be paid as follows:

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

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

SEE EXHIBIT A

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

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

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

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

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

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

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

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

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

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

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

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

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

DATED: 9/15/97

MAKER:

SIXTEEN PLUS CORPORATION

Waleed Hamed
Waleed Hamed, President

[Corporate SEAL]
ATTEST:

Fathi Yusuf
Fathi Yusuf, Secretary

EXHIBIT A

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

HAMD596313



EXHIBIT B

February 22, 1999

FIRST PRIORITY MORTGAGE

No. 768/1999

THIS MORTGAGE ("Mortgage") is made this 15 day of September, 1997, between Sixteen Plus Corporation, whose address is 4C & D Sion Farm, Christiansted, St. Croix, 00820, ("Borrower") and Manal Mohamad Yousef ("Lender") whose address is 25 Gold Finch Road, Pointe Blanche, St. Martin, N.A.;

WITNESSETH:

A. Borrower is justly indebted to Lender in the principal sum of Four Million, Five Hundred Thousand Dollars (\$4,500,000) or so much thereof as shall have been advanced and remains unpaid, which indebtedness is evidenced by a Promissory Note in such principal amount, dated of even date herewith and hereinafter referred to as the "Note" and bears interest at the rate or rates and under the terms set forth in the Note, (said Note is incorporated herein by reference and made a part hereof); and

B. Borrower wishes to secure the full and punctual payment of the Note and the indebtedness evidenced thereby, and interest thereon, and the full performance of all the provisions, conditions, covenants and agreements herein contained or in any other document executed in connection herewith, and also to secure the reimbursement to the Lender for any and all money which may be advanced as herein provided for, and for any and all costs and expenses herein provided for or which may arise in respect of this Mortgage or the indebtedness hereby secured or the Property herein mentioned (collectively "Obligations").

NOW, THEREFORE, the Borrower does hereby grant, convey and give to the Lender a first priority mortgage on the following described property (collectively "Property") to secure the full and punctual payment and performance of the Obligations:

SEE EXHIBIT A

Together with

(a) all improvements now or hereafter erected thereon, and all modifications, additions, restorations and replacements of such improvements; and all rights-of-way, uses, servitude, licenses, tenements, hereditament, appurtenances, rights, privileges, and easements now or hereafter belonging or pertaining thereto; and

(b) all the appliances, fixtures, equipment, building materials and other personal property now or hereafter owned by the Borrower and located on the premises described above, whether or not incorporated in the improvements constructed thereon, and necessary to the use and occupancy thereof; and

(c) all awards and other payments in respect of any taking (as described in Section 12 herein below) in respect of any of the foregoing, together with all amounts received by the Lender, or expended by the Lender pursuant to this Mortgage; and

HAMD596314

RAH

4/5/99

(d) . all of the Borrower's rights, benefits, title and interest as lessor, in and to any agreement to lease, leases, licenses, concession agreements and other agreements granting a right or privilege to use or occupy any portion of the Property (collectively "Leases") now or hereafter in existence and pertaining to all or any portion of the Property described above, together with any and all rents, issues, profits, revenues, income, earnest money or security deposits made pursuant to such Leases from the Property or any part thereof (collectively "Rents"), and any and all guarantees of performance under any such Leases.

IT IS HEREBY COVENANTED by the parties hereto that the Property is to be held and applied subject to the further terms herein set forth; and the Borrower, for the Borrower and Borrower's successors and assigns, hereby covenants and agrees with the Lender, as follows:

1. THE NOTE.

1.1 Issuance and Payment of the Note. The Borrower has issued the Note, and will duly and punctually pay the principal of the interest (if any) on the Note in accordance with the terms thereof, and will otherwise duly comply with the terms of the Note.

1.2 Prepayment on Taking of the Property. In case of any taking (as described in Section 11.2 hereof) of the Property, the portion of awards or other payments on account thereof shall be paid to the Lender and applied to the prepayment of the Note, together with interest (if any) on the principal amount of the Note so prepaid accrued to the date of such prepayment, and to the payment of all other indebtedness which this Mortgage secures. Any balance of such awards or other payments remaining after payment in full of the principal of and interest (if any) on the Note and all other indebtedness which this Mortgage by its terms secures shall be paid to the Borrower.

1.3 Replacement of Note. Upon receipt of evidence reasonably satisfactory to the Borrower of the loss, theft, destruction or mutilation of the Note and, in the case of any loss, theft or destruction, upon delivery of an indemnity agreement reasonably satisfactory to the Borrower or, in the case of any such mutilation, upon surrender and cancellation of such Note, the Borrower will issue, in lieu thereof, a new Note, dated the date to which interest has been paid on the lost, stolen, destroyed or mutilated Note and otherwise of like tenor, with appropriate variations.

2. AUTHORITY. The Borrower represents and warrants that the Borrower has good and lawful right and authority to execute this Mortgage and to mortgage the Property, and that the Borrower is well seized and possessed of a fee simple title to the Property. The Borrower, at the Borrower's expense, will warrant and defend to the Lender and its successors and assigns, for the benefit of the Lender, such interest and the lien and interest of the Lender on and in the Property against all claims and demands and will maintain and preserve such lien as long as the Note is outstanding.

3. **RECORDATION: PRESERVATION OF LIEN.** The Borrower at its expense, will at all times cause this Mortgage and any supplements hereto, and such other instruments as may be required by applicable law, to be recorded, registered and filed and to be kept recorded, registered and filed in such manner and in such places, and will pay all such recording, registration, filing or other taxes, fees and charges, and will comply with all such statutes and regulation, as may be required by law in order to establish, preserve and protect the lien of this Mortgage on all of the Property and the rights of the Lender hereunder.

4. **COMPLIANCE WITH APPLICABLE LAWS.** Borrower shall comply with all applicable laws, ordinances, rules, regulations, and codes applicable to the Property, including the use and possession thereof and any business located thereon. Borrower has received no notice of, and neither knows of, nor suspects any facts which might constitute any violations of any federal or territorial health, safety or environmental laws, codes, ordinances, rules or regulations with respect to the Property, including the use or possession thereof and any business located thereon.

5. **HAZARDOUS WASTE.** There shall be no emission, spill, release or discharge into or upon the air, soil or any improvements located thereon, surface water or ground water, or the sewer, septic system or waste treatment storage or disposal systems servicing the property, of any hazardous or toxic substances or wastes at or from the Property or otherwise and the Property shall be kept free from all such hazardous or toxic substance or wastes.

6. **LITIGATION.** No litigation, arbitration, condemnation, re-zoning or administrative proceedings are presently pending or, to Borrower's knowledge, threatened, which if adversely determined might have a material adverse effect on the Borrower, the financial condition of Borrower or upon the respective property rights of Borrower. Notwithstanding anything to the contrary set forth herein the parties recognize that a proposed land and water use plan may adversely impact the value of the property.

7. **PAYMENT OF TAXES, ETC.** Subject to Section 9 relating to contests, the Borrower will pay or cause to be paid all taxes, assessments (including, without limitation, all assessments for public improvements or benefits, whether or not commenced or completed prior to the date hereof), water, sewer or other rents, rates and charges, excises, levies, license fees, permit fees, inspection fees and other authorization fees and other charges, in each case whether general or special, ordinary or extraordinary, foreseen or unforeseen, of any character (including all interest and penalties thereon), which at any time may be assessed, levied, confirmed or imposed on or in respect of or be a lien upon (a) the Property or any part thereof or any rent therefrom or any estate, right or interest therein, or (b) any occupancy, use or possession of or activity conducted on the Property or any part thereof. Such payments will be made before any fine, penalty, interest or cost may be added for nonpayment, and the Borrower will furnish to the Lender, upon request, official receipts or other satisfactory proof evidencing such payments.

8. **CONSTRUCTION LIENS.** Subject to Section 9 relating to contests, the

Borrower shall not, without the Lender's prior written approval, directly or indirectly create or permit or suffer to be created or to remain, and will discharge, or cause to be discharged within thirty (30) days after issuance thereof, any construction lien with respect to the Property or any part thereof, or the Lender's interest therein.

9. **PERMITTED CONTESTS.** The Borrower or a tenant under any lease, at its expense, may contest (after prior written notice to the Lender) by appropriate legal proceedings conducted in good faith and with due diligence, the amount or validity or application, in whole or in part, of any mechanics' lien, construction lien, or taxes or other charges enumerated in Section 7 or lien therefor or the application of any instrument of record referred to in Section 8 provided, that (a) in the case of unpaid mechanics' liens, construction liens, or taxes or other charges enumerated in Section 7 or liens therefor, such proceedings shall suspend the collection thereof from the Borrower, the Lender and the Property; (b) neither the Property nor any part thereof or interest therein would be in any danger of being sold, forfeited or lost; (c) neither the Borrower nor the Lender would be in any danger of any additional civil or any criminal inability for failure to comply therewith (except interest, or penalties in the nature of interest, and attorney's fees or court costs) and the Property would not be subject to the imposition of any additional lien as a result of such failure; and (d) the Borrower shall have deposited adequate monies with respect thereto with the lender, who shall have the power to pay such contested amounts in the event the Property is in danger of forfeiture or the Lender is in danger of being held civilly or criminally liable with respect thereto, or, in the event the contested matter is the subject of litigation, the Borrower shall have deposited in a fund administered by the court adequate moneys therefor (as determined by the Lender).

10. **NOTICES CONCERNING THE PROPERTY.** The Borrower will deliver to the Lender, promptly upon receipt of the same, copies of all notices, certificates, documents and instruments received by the Borrower which materially affect the Property.

11. **TAKING; APPLICATION OF AWARD.**

11.1. **Borrower to Give Notice, etc.** In case of any taking of all or any part of the Property, or any interest therein or right accruing thereto as the result of or in lien or in application of the exercise of the right of condemnation or eminent domain during the term hereof, the Borrower shall promptly give to the Lender written notice generally describing the nature of the proceedings and negotiations for such taking and the nature and extent of the taking which might result therefrom, as the case may be. The Lender may appear in any such proceedings and negotiation, and the Borrower shall promptly give to the Lender copies of all notices, pleadings, determinations and other papers in any such proceedings. The Borrower will in good faith and with due diligence file and prosecute any claim or claims for any award or payment on account of any taking of the Property, will pay all costs and expenses (including, without limitation, attorneys' fees and the expense of the Lender) in connection with any such taking and seeking and obtaining any award or payment on account thereof. Such costs and expenses shall constitute indebtedness secured by this Mortgage.

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11.2 Taking. In the case of a taking of whatever nature, total or partial, of the Property or any portion thereof, any payment or award on account of such taking shall be collected and paid over in accordance with the provisions of Section 1.2 hereof.

12. INTENTIONALLY OMITTED.

13. INTENTIONALLY OMITTED.

14. NO CREDIT FOR PAYMENT OF TAXES. The Borrower shall not be entitled to any credit against the Principal of and interest, if any, on the Note, or any other sums which may become payable under the terms thereof or hereof, by reason of the payment of any tax on the Property or any part thereof.

15. EVENTS OF DEFAULT; DECLARATION OF NOTICE DUE. If one or more of the following events (herein referred to as "Events of Default") shall occur:

(a) if the Borrower shall fail to pay any principal of or interest, if any, on the Note when the same becomes due and payable (whether at maturity or on a date fixed for any interest payment, any installment payment, any prepayment or otherwise) and such default is not cured within fifteen (15) days after the payment due date; or

(b) if the Borrower shall fail to perform or comply with any of the other terms of this Mortgage and such default is not cured within thirty (30) days after the effective date of written notice from Lender to Borrower; or

(c) if the Borrower shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due, or shall file a petition in bankruptcy, or shall be adjudicated a bankrupt or insolvent, or shall file a petition seeking any arrangement, composition, readjustment or similar relief under any present or future statute, law or regulation, or shall file an answer admitting or not contesting the material allegations of a petition filed against it in any such proceeding, or shall seek or consent to or acquiesce in the appointment of any trustee or receiver; or

(d) If, within sixty (60) days after the commencement of any proceeding against the Borrower which seeks any arrangement, composition or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed, or if, within sixty (60) days after the appointment of any trustee or receiver of the Borrower, without the consent or acquiescence of the Borrower, such appointment shall not have been vacated; or

(e) if the Borrower assigns or sells, or further encumbers, its interest in all or any part of the Property or if the Beneficial Ownership of Borrower shall change in violation of paragraphs 30, 31 and/or 32;

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Then and in any such event (regardless of the pendency of any proceeding which has or might have the effect of preventing the Borrower from complying with the terms of the Mortgage), the Lender may at any time, without notice to declare the entire unpaid principal balance and all other indebtedness evidenced by the Note and/or secured by this Mortgage to be immediately due and payable, without presentment, demand, protest or notice, all of which are hereby waived.

16. REMEDIES OF THE HOLDER OF THE NOTE.

16.1 Legal Proceedings. If an Event of Default shall have occurred, the Lender may proceed to foreclose this Mortgage and to protect and enforce its rights by any action at law, suit in equity or other appropriate proceeding, whether for the specific performance of agreement contained herein, or for an injunction against the violation of any of the terms hereof, or in aid of the exercise of any power granted hereby or by law.

16.2 Cost of Enforcement. The Borrower shall pay on demand all costs and expenses (including, without limitation, attorneys' fees and expenses) incurred by or on behalf of the Lender in enforcing this Mortgage, the Note, or any of the other documents executed in connection herewith, or occasioned by any default hereunder or thereunder. Such costs and expenses shall constitute indebtedness secured by this Mortgage.

16.3 No Waiver. Neither failure or any delay on the part of the Lender to exercise any right, remedy, power or privilege provided for herein or by statute or at law or in equity or otherwise shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

17. INTENTIONALLY OMITTED.

18. FORECLOSURE. If an Event of Default shall have occurred, the Lender may at any time proceed at law or in equity or otherwise to foreclose the lien of this Mortgage as against all or any part of the Property. Borrower hereby expressly waives all rights to require Lender to first resort to the sale of any portion of the Property before foreclosing upon and/or selling any other portion(s) of the Property which is subject to this Mortgage and Borrower hereby agrees that Lender, at Lender's sole discretion, may elect to sell any one or more portion of the property in one or more Marshal's sales.

19. APPOINTMENT OF RECEIVER. If an Event of Default shall have occurred, the Lender shall be entitled, as a matter of right without regard to the adequacy or inadequacy of the Lender's security, to the appointment of a receiver for all or any part of the Property, whether such receivership is incidental to a proposed sale of the Property or otherwise, and the Borrower hereby consents to the appointment of such a receiver and shall not oppose any such appointment.

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20. PURCHASE OF PROPERTY BY THE HOLDER OF THE NOTE. The Lender may be a purchaser of the Property or of any part thereof or of any interest therein at any foreclosure sale thereof and may apply upon the purchase price the indebtedness secured hereby owing to the Lender. The Lender shall, upon any such purchase, acquire good title to the properties so purchased, free of the lien of this Mortgage and free of all liens and encumbrances subordinate to the Mortgage.

21. RECEIPT A SUFFICIENT DISCHARGE TO PURCHASER. Upon any sale of the Property or any part thereof or any interest therein pursuant to foreclosure, the receipt of the officer making the sale under judicial proceedings shall be sufficient discharge to the purchaser for the purchase money, and such purchaser shall not be obliged to see to the application thereof.

22. APPLICATION OF PROCEEDS OF SALE. The proceeds of any sale of the Property or any part thereof or any interest therein pursuant to foreclosure or otherwise hereunder, together with any other monies at any time held by the Lender pursuant to this Mortgage, shall be applied to pay:

FIRST: All costs and expenses of the sale of the Property or any part thereof or any interest in connection therewith, or all costs and expenses of entering upon, taking possession of, removal from, holding, operating and managing the Property or any part thereof, as the case may be, reasonable attorneys' fees, and any taxes, assessments or other charges, prior to the lien of this Mortgage, which the Lender may consider it necessary or desirable to pay;

SECOND: All amounts of principal and interest at the time due and payable on the Note (whether at maturity or on a date fixed for any installment payment or any prepayment or by declaration and acceleration or otherwise), and in case such monies shall be insufficient to pay in full the amount so due an unpaid upon the Note, then, first, to the payment of all amounts of interest at the time due and payable on the Note, without preference or priority of any installment of interest over any other installment of interest, and, second, to the payment of all amounts of principal at the time due and payable on the Note, without preference or priority of any amount of principal over any other amount of principal;

THIRD: Any other indebtedness secured by this Mortgage and at the time due and payable (whether by acceleration or otherwise);

FOURTH: Any indebtedness secured by any lien on the Property which is subordinate to the lien of this Mortgage; and

FIFTH: Any balance to the Borrower.

23. REMEDIES CUMULATIVE. Each right, power and remedy of the Lender

provided for in this Mortgage or now or hereafter existing at law or in equity or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Mortgage or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise of any one or more of such rights, shall not preclude the simultaneous or later exercise of any or all such other rights, powers or remedies.

24. **NO WAIVER, ETC.** No failure by the Lender or the holder of the Note to insist upon the strict performance of any term hereof or to exercise any right, power or remedy consequent upon a breach thereof, shall constitute a waiver of any such term or any such breach. No waiver of any breach shall affect or alter this Mortgage, which shall continue in full force and effect with respect to any other then existing or subsequent breach.

25. **FURTHER ASSURANCES.** The Borrower at its expense will execute, acknowledge and deliver all such instruments and take all such actions as the Lender from time to time may reasonably request for the better assurance to the Lender of the Property and rights now or hereafter subjected to the lien hereof or assigned hereunder or intended so to be subjected or assigned.

26. **INDEMNIFICATION BY THE BORROWER.** The Borrower will protect, indemnify and save harmless the Lender from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses) imposed upon or incurred by or asserted against the Lender by reason of (a) its Mortgage interest in the Property, or receipt of any rent or other sum therefrom; (b) any accident, injury to or death of persons or loss of or damage to property occurring on or about the Property; (c) any use, non-use or condition of the Property; (d) any failure on the part of the Borrower to perform or comply with any of the terms of this Mortgage or the terms of any other documents executed in connection herewith; or (e) performance of any labor or services or the furnishing of any materials or other property in respect of the property or any part thereof for construction or maintenance or otherwise. Provided, however, that the foregoing indemnification provision shall not be applicable to any occurrence arising after the Lender retakes possession of the Property in connection with a default by the Borrower. Any amounts payable to the Lender under this Section which are not paid within ten (10) days after written demand therefor by the Lender shall bear interest at the rate set forth in the Note from the day of such demand and shall be secured by this Mortgage. In case any action, suit or proceeding is brought against the Lender by reason of any such occurrence, the Borrower, upon the Lender's request, will at the Borrower's expense resist and defend such action, suit or proceeding or cause the same to be resisted and defended by counsel designated by the Borrower and approved by the Lender. Such obligations of the Borrower under this Section as shall have accrued at the time of any termination or satisfaction of this Mortgage shall survive any such termination or satisfaction.

27. **RIGHT OF HOLDER OF THE NOTE TO PERFORM BORROWER'S COVENANTS, ETC.** If the Borrower fails to make any payment or perform any act required

to be made or performed hereunder, the Lender, after such notice to the Borrower as may be reasonable under the circumstance, and without waiving or releasing any obligation or default, may (but shall be under no obligation or default, may (but shall be under no obligation to) at any time hereafter make such payment or perform such acct for the account and at the expense of the Borrower, and may enter upon the Property or any part thereof for such purpose and take all such action thereon as, in the opinion of the Lender, may be necessary or appropriate therefor. All sums so paid by the Lender and all costs and expenses (including, without limitation, attorney's fees and expenses) so incurred, together with interest thereon at the rate set forth in the Note, from the date of payment or incurring, shall constitute indebtedness secured by this Mortgage and shall be paid by the Borrower to the Lender on demand.

28. PROVISIONS SUBJECT TO APPLICABLE LAW. All rights, power and remedies provided herein may be executed only to the extent that the exercise thereof does not violate any applicable law, and are intended to be limited to the extent necessary so that they will not render this Mortgage invalid, unenforceable or not entitled to be recorded, registered or filed under any applicable law. If any term of this Mortgage shall be held to be invalid, illegal or unenforceable, the validity of other terms of the Mortgage shall in no way be affected thereby.

29. NOTICES. All notices and other communications hereunder shall be in writing and shall be deemed to have been given when hand delivered or mailed by first class certified mail, postage prepaid, return receipt requested, to the address given at the beginning of this Mortgage or at such other address as a party may have furnished to the other party by written notice.

30. ASSIGNMENT.

30.1. Assignment by Borrower. This Mortgage shall be binding upon the Borrower and the Borrower's successors and assigns, and all persons claiming under or through the Borrower or any such successor or assign, and shall inure to the benefit of and be enforceable by the Lender and the successors and assigns thereof; provided, however that the Borrower hereby agrees that the Borrower will not sell, assign or convey the Borrower's interest in the Property until all amounts of principal and interest at the time due and payable under the Note have been paid in full, without the prior written consent and approval of the Lender, which consent may be withheld for any reason or no reason at all. If legal or equitable title to the Property or any part thereof shall hereafter change by any means or if the Property or any part thereof shall be further encumbered without Lender's consent, then the indebtedness secured hereby shall become immediately due and payable upon demand of Lender and same shall constitute an Event of Default.

30.2. ASSIGNMENT BY LENDER. The Note and this Mortgage may at any time be assigned, in whole or in part, by the Lender and the benefits, advantages, rights and obligations of the Lender hereunder shall inure to the successors and assigns of the Lender. 102

31. **TRANSFER OF THE PROPERTY; ASSUMPTION.** If all or any part of the Property or an interest therein is sold or transferred by the Borrower without the Lender's prior written consent (which consent may be withheld for any reason or no reason at all), the Lender may, at the Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable and same shall constitute an Event of Default.

32. **CHANGE OF OWNERSHIP.** In the event beneficial ownership of the Property shall change by any means without the Lender's consent (which consent may be withheld for any reason or no reason at all, then the indebtedness secured hereby shall become immediately due and payable upon demand of the Lender and same shall constitute an Event of Default. For the purposes of this provision, if the Borrower is a corporation, any sale or other change in the controlling or controlling beneficial interest of the corporate stock of Borrower to persons not shareholders of the Borrower as of the date hereof shall be considered a change of ownership requiring the Lender's consent.

33. **ASSIGNMENT OF RENTS.** Borrower hereby absolutely and unconditionally assigns and transfers to Lender all the Rents of the Property, including those now due, past due or to become due by virtue of any one or more of the Leases, regardless of to whom the Rents of the Property are payable. Borrower hereby authorizes Lender or Lender's agents to collect the Rents and hereby directs each tenant of the Property to pay such Rents to Lender or Lender's agents; however, prior to written notice given by Lender to Borrower of the default by Borrower of any covenant or agreement of Borrower in this Mortgage and the expiration of any period of cure therefor, Borrower shall have the right to collect and receive all Rents of the Property as trustee for the benefit of Lender and Borrower, to apply the Rents so collected to the sums secured by this Mortgage with the balance, so long as no such breach has occurred, to the account of Borrower, it being intended by Borrower and Lender that this assignment of Rents constitutes an absolute assignment and not an assignment for additional security only. Upon delivery of written notice by Lender to Borrower of the default by Borrower of any covenant or agreement of Borrower in this Mortgage and the expiration of any period of time therefor and without the necessity of Lender entering upon the taking and maintaining full control of the Property in person, by agent or by a court-appointed receiver, Lender shall be immediately entitled to possession of all Rents of the Property as specified in this paragraph as the same become due and payable, including, but not limited to Rents then due and unpaid, and all such Rents shall immediately be held by Borrower as trustee for the benefit of Lender only; however, the written notice by Lender to Borrower of the breach by Borrower shall contain a statement that Lender exercises its rights to such Rents. Borrower agrees that commencing upon delivery of such written notice of Borrower's breach by Lender to Borrower, each tenant of the Property shall make such Rents payable to and pay such Rents to Lender or Lender's agents on Lender's written demand to each tenant therefor, delivered to each tenant personally, by mail or by delivering such demand to each rental unit, without any liability on the part of the tenant to inquire further as to the existence of a default by Borrower.

33.1 Borrower hereby covenants that Borrower has not executed any prior

assignment of the Rents, that Borrower has not performed and will not perform any acts and has not executed, and will not execute, any instrument which would prevent Lender from exercising its rights under this paragraph, and that at the time of execution of this Mortgage there has been no anticipation or prepayment of any of the Rents of the Property for more than one (1) month prior to the due dates of such Rents. Borrower covenants that Borrower will not hereafter collect or accept payments of any Rents of the Property more than one (1) month prior to the due dates of such Rents. Borrower further covenants that Borrower will execute and deliver to Lender such further assignments of Rents of the Property as Lender may from time to time request.

33.2 Upon Borrower's default of any covenant or agreement of Borrower in this Mortgage, and upon the notice and expiration of period to cure, if any, Lender may in person, by agent or by a court-appointed receiver, regardless of the adequacy of Lender's security, enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases and subleases, the collection of all Rents of the Property, the making of repairs to the Property and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Mortgage. In the event Lender elects to seek the appointment of a receiver for the Property upon Borrower's breach of the covenant or agreement of Borrower in this Mortgage, Borrower hereby expressly consents to the appointment of such receiver. Lender or the receiver shall be entitled to receive a reasonable fee for so managing the Property.

33.3. All Rents collected by Lender pursuant to this Section 33 shall be applied as provided in Section 22 hereof. Lender or the receiver shall have access to the books and records used in the operation and maintenance of the Property and shall not be liable to Borrower, anyone claiming under or through Borrower or anyone having an interest in the Property by reason of anything done or left undone by Lender under this paragraph.

33.4. If the Rents of the Property are not sufficient to meet the costs, if any, of taking control of and managing the Property and collecting the Rents, any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by this Mortgage. Unless Lender and Borrower agree in writing to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from Borrower under applicable law.

33.5. Any entering upon and taking and maintaining of Control of the Property by Lender or the receiver and any application of Rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of Lender under applicable law or as provided herein. This assignment of Rents of the Property shall terminate at such time

as this Mortgage ceases to secure indebtedness held by Lender.

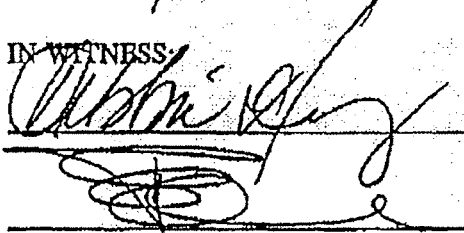
34. MISCELLANEOUS. This Mortgage may be changed, waived, discharged, or terminated only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. The headings in this Mortgage are for convenience of reference only and shall not limit or otherwise affect the meaning hereof. This Mortgage shall be governed by and construed in accordance with the laws of the United States Virgin Islands.

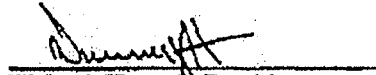
35. INTEREST AND ADVANCES TO PROTECT COLLATERAL. This Mortgage secures and shall secure the Obligations. Without limiting the foregoing, this Mortgage secures any and all interest on the indebtedness, costs of collection, and any advances made by the Lender reasonably necessary for protection of the collateral or otherwise authorized hereby.

IN WITNESS WHEREOF, the Borrower has caused this Mortgage to be duly executed on the date first above written:

DATED: 9/15/97

IN WITNESS:

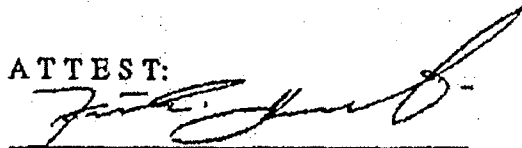




Waleed Hamed, President
Sixteen Plus Corporation

[CORPORATE SEAL]

ATTEST:



Fatih Yusuf, Secretary

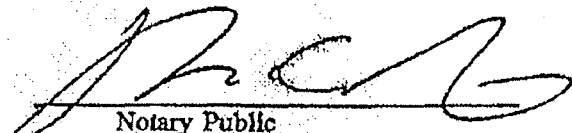
ACKNOWLEDGEMENT FOR CORPORATION

TERRITORY OF THE VIRGIN ISLANDS)
)ss:
DISTRICT OF ST. CROIX)

On this 15th day of September, 1997, before me the undersigned officer, personally appeared Fathi Yusuf, known to me (or satisfactorily proven) and this person acknowledged under oath, to my satisfaction, that:

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

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


Notary Public

22nd Feb
 recorded and Entered in Recorder's Book for the
 District of St. Croix, Virgin Islands of the U.S.A.
 Photo copy 10719 Page 35
 No. 70871999 and noted in Real Property Records
 304,305 + 3
William J. Hamilton
 08.50



HAMD596326

EXHIBIT A

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



20th Feb
Recorded and Entered in Recorder's Book for
District of St. Croix, Virgin Islands of the U.S.A.
No. 1108 1997 and noted in Real Property Register
II: 37: 166 Page 227: 186, 304, 305 & 306
Richard J. Robertson

HAMD596327

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

HISHAM HAMED , individually, and)	
Derivatively, on behalf of SIXTEEN)	
PLUS CORPORATION,	)	CIVIL NO. SX-16-CV-650
)	
Plaintiff,	)	DERIVATIVE SHAREHOLDER
	)	SUIT, ACTION FOR DAMAGES
vs.	)	AND CICO RELIEF
)	
FATHI YUSUF, ISAM YOUSUF and	)	JURY TRIAL DEMANDED
JAMIL YOUSEF ,)	
)	
Defendants.)	
)	
and)	
)	
SIXTEEN PLUS CORPORATION ,)	
)	
a nominal Defendant,)	
)	

NOTICE OF SERVICE OF
DEFENDANT ISAM YOUSUF'S FIRST SET OF INTERROGATORIES
TO PLAINTIFF HISHAM HAMED, Derivatively on behalf of
SIXTEEN PLUS CORPORATION

TO: THE HON. ESTRELLA H. GEORGE
Clerk of the Court
SUPERIOR COURT OF THE VIRGIN ISLANDS
Division of St. Croix
RFD 2, Kingshill, St. Croix
U.S. Virgin Islands 00850

The Defendant, **ISAM YOUSUF**, by and through his undersigned attorney, James L. Hymes, III, does not voluntarily appear in this matter, does not submit to the jurisdiction of the Court, and does not waive any objections to subject matter

HISHAM HAMED, Individually, and derivatively, on behalf of SIXTEEN PLUS CORPORATION vs.
FATHI YUSUF, ISAM YOUSUF and JAMIL YOUSEF

SCVII/STX Civil No. SX-16-CV-650

NOTICE OF SERVICE OF DEFENDANT ISAM YOUSUF'S FIRST SET OF INTERROGATORIES TO
PLAINTIFF HISHAM HAMED, Derivatively on behalf of SIXTEEN PLUS CORPORATION

jurisdiction, personal jurisdiction, improper venue, insufficiency of process, insufficiency of service of process, or failure to state a claim upon which relief can be granted, or any other defense or objection which may be presented whether by pleading or motion in this action, and pursuant to the provisions of V.I. R. Civ. P. 34, provides notice that he has served his First Set of Interrogatories to the Plaintiff, **HISHAM HAMED, Derivatively on behalf of SIXTEEN PLUS CORPORATION**, by serving the original of same upon Plaintiff's counsel, Joel H. Holt, Esq., with copies to the remaining counsel of record as set forth in the Certificate of Service, below.

Respectfully Submitted,

DATED: June 19, 2018.

LAW OFFICES OF JAMES L. HYMES, III, P.C.
*Counsel for Defendants –
Isam Yousuf, and Jamil Yousuf*

By: _____

JAMES L. HYMES, III

VI Bar No. 264

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CERTIFICATE OF SERVICE

I hereby certify this document complies with the page or word limitation set forth in V.I. R. Civ. P. 6-1(e), and that on this the 19th day of June, 2018,, I caused an exact copy of the foregoing ***“Notice of Service of Defendant Isam Yousuf’s First Set of Interrogatories to Plaintiff Hisham Hamed, Derivatively on behalf of Sixteen Plus Corporation”*** together with the First Set of Interrogatories referred to therein, to be served electronically by e-mail, and by mailing same, postage pre-paid, to the following counsel of record:

JOEL H. HOLT, ESQ.

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Attorneys for Sixteen Plus Corporation



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

HISHAM HAMED , individually, and)	
Derivatively, on behalf of SIXTEEN)	
PLUS CORPORATION,	)	CIVIL NO. SX-16-CV-650
)	
Plaintiff,	)	DERIVATIVE SHAREHOLDER
	)	SUIT, ACTION FOR DAMAGES
vs.	)	AND CICO RELIEF
)	
FATHI YUSUF, ISAM YOUSUF and	)	JURY TRIAL DEMANDED
JAMIL YOUSEF ,)	
)	
Defendants.)	
)	
and)	
)	
SIXTEEN PLUS CORPORATION ,)	
)	
a nominal Defendant,)	
_____)	

DEFENDANT ISAM YOUSUF'S FIRST SET OF INTERROGATORIES
TO PLAINTIFF HISHAM HAMED, Derivatively on behalf of
SIXTEEN PLUS CORPORATION

TO: HISHAM HAMED, Derivatively on behalf of
SIXTEEN PLUS CORPORATION
c/o Joel H. Holt, Esq.
LAW OFFICES OF JOEL H. HOLT
2132 Company Street
Christiansted, USVI, 00820
holtvi@aol.com
Counsel for Plaintiff

The Defendant, **ISAM YOUSUF**, by and through his undersigned attorney, James L. Hymes, III, does not voluntarily appear in this matter, does not submit to the jurisdiction of the Court, and does not waive any objections to subject matter jurisdiction, personal jurisdiction, improper venue, insufficiency of process, insufficiency of service of process, or failure to state a claim upon which relief can be granted, or any other defense or objection which may be presented whether by pleading or motion in this action, hereby propounds the following First Set of Interrogatories pursuant to Rule 33 of the Virgin Islands Rules of Civil Procedure (V.I.R. CIV. P.) on the Plaintiff **HISHAM HAMED, Derivatively on behalf of SIXTEEN PLUS CORPORATION.**

INSTRUCTIONS

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

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

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

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

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

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

TERMS AND MEANINGS

The terms used in this Discovery have the following meaning:

As used herein, the term "document(s)" is used in its broadest sense to include, by way of illustration only and not by way of limitation, all originals and non-identical copies of any writing or any other tangible thing or data compilation in your custody, possession or control - whether printed, typed, reproduced by any process, written or

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

"Communication" means any correspondence, contact, discussion, exchange, contract, or agreement between any two or more persons. Without limiting the

foregoing, "communication" includes all documents, as defined above, telephone conversations, internet communications, e-mail, facsimile transmissions, voice mail, face-to-face conversations, meetings, and conferences.

"Diamond Keturah" means the property described as those parcels and remainders of parcels, and road plots set forth and described in seventeen (17) separate listings ("Diamond Keturah") in Exhibit A to the First Priority Mortgage dated September 15, 1997.

"Note" and/or "Mortgage" refers to the Note and Mortgage between Manal Yousef and Sixteen Plus as to the property known as Diamond Keturah on St. Croix, USVI.

"Hamed family members" means any person with a financial interest in Sixteen Plus Corporation, and any other person related by blood or marriage.

"You" or "Your" or "Yourself" means the Plaintiff, **HISHAM HAMED, Derivatively on behalf of SIXTEEN PLUS CORPORATION.**

HISHAM HAMED, Individually, and derivatively, on behalf of SIXTEEN PLUS CORPORATION vs.
FATHI YUSUF, ISAM YOUSUF and JAMIL YOUSEF
SCVI/STX Civil No. SX-16-CV-650
DEFENDANT ISAM YOUSUF'S FIRST SET OF INTERROGATORIES TO PLAINTIFF HISHAM HAMED,
Derivatively on behalf of SIXTEEN PLUS CORPORATION

INTERROGATORIES

Interrogatory No. 1:

State your name, including all spellings used, nicknames, date of birth, residence address, business address, telephone number, occupation, and position of any person aiding or assisting you in the preparation or formulation of the answers to these interrogatories.

RESPONSE:

HISHAM HAMED, Individually, and derivatively, on behalf of SIXTEEN PLUS CORPORATION vs.
FATHI YUSUF, ISAM YOUSUF and JAMIL YOUSEF
SCVI/STX Civil No. SX-16-CV-650
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Interrogatory No. 2:

List and describe separately each record, document, electronically stored information, or other tangible thing consulted by you in the preparation of the answers to any of these interrogatories other than as identified in other answers to these interrogatories.

RESPONSE:

Interrogatory No. 3:

Describe in detail the alleged conspiracy forming the basis of this action, identify each person or entity who entered into or participated in the alleged conspiracy, and set forth the factual basis for the allegations that:

- a. such conspiracy existed;
- b. certain acts done in furtherance of it were done willfully, intentionally, wantonly, and outrageously with the intent to harm you, Sixteen Plus Corporation or Hamed family member and/or to benefit the defendants, Manal Yousef and others, including the co-conspirators, at the expense of the you, Sixteen Plus Corporation or Hamed family members;
- c. the name, address and telephone number of each person having knowledge of the factual basis of this allegation; and
- d. if this allegation is based upon any documents obtained from any source, identify these documents.

RESPONSE:

HISHAM HAMED, Individually, and derivatively, on behalf of SIXTEEN PLUS CORPORATION vs.
FATHI YUSUF, ISAM YOUSUF and JAMIL YOUSEF
SCVI/STX Civil No. SX-16-CV-650
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Interrogatory No. 4:

State with specificity the identity (in proper citation form) and nature of all federal and territorial criminal and civil criminal activity or other criminal statute, code, rule, ordinance or regulation that you claim were violated by the defendants or Manal Yousef, setting forth the manner how each defendant or said person violated each such law.

RESPONSE:

HISHAM HAMED, Individually, and derivatively, on behalf of SIXTEEN PLUS CORPORATION vs.
FATHI YUSUF, ISAM YOUSUF and JAMIL YOUSEF
SCVI/STX Civil No. SX-16-CV-650
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Derivatively on behalf of SIXTEEN PLUS CORPORATION

Interrogatory No. 5:

Other than the violations of law set forth in response to the preceding interrogatory, list each defendant and state the alleged misconduct and basis of liability of each defendant.

RESPONSE:

HISHAM HAMED, Individually, and derivatively, on behalf of SIXTEEN PLUS CORPORATION vs.
FATHI YUSUF, ISAM YOUSUF and JAMIL YOUSEF
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Interrogatory No. 6:

List the alleged wrongdoers, other than the defendants listed above, and state the alleged misconduct of each and every other wrongdoer.

RESPONSE:

HISHAM HAMED, Individually, and derivatively, on behalf of SIXTEEN PLUS CORPORATION vs.
FATHI YUSUF, ISAM YOUSUF and JAMIL YOUSEF
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Interrogatory No. 7:

List the alleged victims, and state the manner how each victim was allegedly injured.

RESPONSE:

Interrogatory No. 8:

For each civil CICO claim which you allege in the pleadings, describe in detail the pattern of criminal activity or collection of unlawful debts, setting forth as to each incident comprising criminal and civil criminal conduct:

- a. the alleged predicate acts;
- b. the specific federal or territorial statutes, codes, rules ordinances or regulations which are allegedly violated;
- c. the date, time and place where the predicate acts were performed;
- d. the names, addresses and telephone numbers of all the participants in the predicate acts;
- e. a description of the facts surrounding the predicate acts;
- f. the manner, if any, each individual criminal conduct was related to another (*i.e.*, having the same similar purpose, result, participants, victim(s), method of commission, or other means of relationship);
- g. if the CICO claim is based on the predicate offense of wire fraud or mail fraud, provide the circumstances constituting the fraud with particularity, including the identity of time, place, and contents of the alleged misrepresentations, and the names, addresses and telephone numbers of the persons to whom and by whom the alleged misrepresentations were made;
- h. whether there has been a criminal conviction in regard to the predicate acts;
- i. whether civil litigation has resulted in a judgment in regard to the predicate acts;
- j. a description of how the predicate acts form a pattern of criminal activity; and
- k. whether the alleged predicate acts relate to each other as part of a common plan or purpose, and, if so, describe the plan or purpose in detail.

RESPONSE:

Interrogatory No. 9:

State whether the existence of an “enterprise” is alleged within the meaning of 14 V.I.C. § 604(h) and, if so, for such enterprise, provide the following:

- a. the names, addresses and telephone numbers of the individuals, sole proprietorships, partnerships, corporations, trusts, or other legal entities, or any unions, associations, or groups of persons even though not a legal entity which allegedly constitute the enterprise;
- b. the structure, purpose, function, and course of conduct of the enterprise;
- c. whether any of the defendants are employees, officers, or directors of the alleged enterprise;
- d. whether any defendants are associated with the alleged enterprise;
- e. whether the defendants are individuals or entities separate from the alleged enterprise, or that the defendants are the enterprise itself, or members of the enterprise; and
- f. if any of the defendants are alleged to be the enterprise itself, or members of the enterprise, explain whether such defendants are perpetrators, passive instruments, or victims of the alleged criminal activity.

RESPONSE:

HISHAM HAMED, Individually, and derivatively, on behalf of SIXTEEN PLUS CORPORATION vs.
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Interrogatory No. 10:

Describe in detail the acquisition or maintenance of any interest in or control of the alleged enterprise or real property.

RESPONSE:

HISHAM HAMED, Individually, and derivatively, on behalf of SIXTEEN PLUS CORPORATION vs.
FATHI YUSUF, ISAM YOUSUF and JAMIL YOUSEF
SCVI/STX Civil No. SX-16-CV-650
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Interrogatory No. 11:

Describe what benefits, if any, the alleged enterprise receives from the alleged pattern of criminal activity, including fraud and embezzlement, and if you contend that defendants in any way stated or suggested to you that the defendants would not benefit from your action or inaction in connection with the activities alleged in your pleadings, please describe each such statement or suggestion, including when, where, and by whom each was made.

RESPONSE:

Interrogatory No. 12:

Describe the alleged injury to you, the business or property including, but not limited to, personal property and/or real property such as Diamond Keturah and give an itemized account of any and all expenses and financial losses claimed by you, identify all documents, communications or conversations concerning your alleged damages, identify all persons who have knowledge relating to each claimed element of damages, for each such person set forth a detailed summary of that person's knowledge, and, if applicable, identify the health care providers and describe in detail each and every examination or treatment by any doctor, physician, medical practitioner, hospital, clinic or other institution with respect to any injury, illness or disability.

RESPONSE:

HISHAM HAMED, Individually, and derivatively, on behalf of SIXTEEN PLUS CORPORATION vs.
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Derivatively on behalf of SIXTEEN PLUS CORPORATION

Interrogatory No. 13:

Describe the direct causal relationship between the alleged injury and the violation of the CICO statute.

RESPONSE:

HISHAM HAMED, Individually, and derivatively, on behalf of SIXTEEN PLUS CORPORATION vs.
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Interrogatory No. 14:

List the damages sustained by reason of each violation claimed, including but not limited to 14 V.I.C. § 605, indicating the amount for which each defendant is allegedly liable and identify all documents related to your claim for punitive damages.

RESPONSE:

HISHAM HAMED, Individually, and derivatively, on behalf of SIXTEEN PLUS CORPORATION vs.
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Interrogatory No. 15:

Identify any documents, correspondence or communications received from or made to any territorial or federal law enforcement or regulatory agency regarding the facts and circumstances surrounding the claims of yours that are the subject of the present litigation.

RESPONSE:

Interrogatory No. 16:

State whether you, Sixteen Plus Corporation, any Hamed family member or any other person at any time have had any communications – oral, written or otherwise – with any party to this action or persons identified in the complaint concerning the subject matter of this litigation, and if so, set forth as to each communication:

- a. the date and time when each communication took place;
- b. the location where each communication took place;
- c. the names, addresses and telephone numbers of all persons who were present during, or who participated in, each communication;
- d. whether the communication was oral or written;
- e. the substance of each communication;
- f. the medium, if any, through which such communication was made (e.g., telephone, mail, e-mail, messenger, etc.);
- g. when, where, and how such communication became known to you, identifying each person involved;
- h. each fact known to you which indicates that the defendant should have expected or foreseen that such communication would reach you;
- i. each fact known to you which indicates that defendant intended such communication to reach you; and
- j. the identity of all documents (including but not limited to telephone bills) that refer to relate in any way to each communication.

RESPONSE:

Interrogatory No. 17:

State whether you have obtained any oral or written statement from any person concerning the subject matter of this litigation, and if so, set forth as to each statement:

- a. the name, address and telephone number of each person from whom a statement, signed, unsigned or otherwise recorded, was obtained;
- b. the name, address and telephone number of each person present at the time of the statement;
- c. if oral, whether the statement was recorded and/or transcribed, and if so, the name, address and telephone number of the person who has custody of the recording or transcription;
- d. if oral and not record or transcribed, the substance of the statement and state when and by whom it was made; and
- e. if written, set forth such statement or representation, state when and by whom it was made, and the identity of and custodian of all written statements.

RESPONSE:

Interrogatory No. 18:

Please state when you first believed or suspected that defendants or Manal Yousef had participated in a misrepresentation or fraudulent statement/conduct in connection with the alleged activities that subject this litigation including, but not limited to, an alleged misrepresentation or fraudulent statement/conduct pertaining to the validity of the First Priority Mortgage of which you complain in this case and set forth:

- a. the date, time, and place in which the alleged misrepresentation or fraudulent statement/conduct was made,
- b. the nature and description of the alleged misrepresentation or fraudulent statement/conduct,
- c. the name, address, telephone number, occupation, and job title of the person and/or entity that made the alleged misrepresentation or fraudulent statement/conduct,
- d. the name, address, telephone number, occupation, and job title of any person present at the time that the alleged misrepresentation or fraudulent statement/conduct was made,
- e. describe the meaning of such statement/conduct or representation as you contend you understood such meaning;
- f. state whether such statement/conduct or representation concerned a matter of fact or a matter of opinion;
- g. describe each fact known to you now which indicates that such statement/conduct or representation was not accurate and truthful;
- h. describe each fact known to you at the time of the alleged occurrence which showed or tended to show that such statement/conduct or representation was not accurate and truthful, stating when and how each such fact became known to you;
- i. state whether you believed such statement/conduct or representation to be accurate and truthful at the time you first became aware of it, describing your state of belief or disbelief at that time,
- j. state whether such statement/conduct or representation influenced you to act or refrain from acting in any way, describing each such act or omission in complete detail;

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- k. state whether you relied on such statement/conduct or representation in any other way, describing the nature and extent of any such reliance;
- l. state whether any person other than you relied on such statement/conduct or representation in any way, identifying each such person fully and describing the nature and extent of each such person's reliance;
- m. state each fact known to you which indicates that the defendants or Manal Yousef intended you to rely on such statement/conduct or representation; and
- n. when you first learned the First Priority Mortgage had to be paid before Diamond Keturah could be sold.

RESPONSE:

Interrogatory No. 19:

State whether any declarations against interest were made by any person having knowledge relevant to the subject matter of this litigation, and if so, set forth as to each declaration:

- a. the date and time when each declaration was made;
- b. the location where each declaration was made;
- c. the name, address and telephone of the person who made each declaration;
- d. the name and address of the person to whom the declaration against interest was made;
- e. the names, addresses and telephone number of all persons present when each declaration was made;
- f. the substance of each declaration; and
- g. the identity of and custodian of all documents that refer or relate in any way to each declaration.

RESPONSE:

Interrogatory No. 20:

State whether any admissions with respect to the subject matter of this litigation were made, and if so, set forth as to each admission:

- a. the date and time when each admission was made;
- b. the location where each admission was made;
- c. the name and address of the person who made each admission;
- d. the names, addresses and telephone number of all persons present when each admission was made;
- e. the substance of each admission; and
- f. the identity of and custodian of all documents that refer or relate in any way to each admission.

RESPONSE:

HISHAM HAMED, Individually, and derivatively, on behalf of SIXTEEN PLUS CORPORATION vs.
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Interrogatory No. 21:

Identify all persons by name, home and business address, telephone numbers, occupation, and employment position having knowledge of the facts relevant to the subject matter of this litigation including assertions or denials and claims and defenses, in whole or in part, of any paragraph of the pleadings, describe in detail the extent and nature of their knowledge, and whether there is a written or recorded statement taken from each person with knowledge of this information.

RESPONSE:

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FATHI YUSUF, ISAM YOUSUF and JAMIL YOUSEF
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Derivatively on behalf of SIXTEEN PLUS CORPORATION

Interrogatory No. 22:

Any and all documents which pertain to and/or support your contention that the language contained in your pleadings confer sufficient standing on you to pursue a fraud, embezzlement or CICO claim against Manal Yousef, Isam Yousuf, or Jamil Yousuf in this case.

RESPONSE:

HISHAM HAMED, Individually, and derivatively, on behalf of SIXTEEN PLUS CORPORATION vs.
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DEFENDANT ISAM YOUSUF'S FIRST SET OF INTERROGATORIES TO PLAINTIFF HISHAM HAMED,
Derivatively on behalf of SIXTEEN PLUS CORPORATION

Interrogatory No. 23:

If you contend that Manal Yousef acted at the direction or request and under control any person in any respect relating to the matters set forth in the pleadings, please explain the factual and legal basis for your contention.

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VERIFICATION

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

Dated: _____

HISHAM HAMED, Derivatively on behalf of
SIXTEEN PLUS CORPORATION

_____)
_____) ss.
_____)

On this, the _____ day of 2018, before me, the undersigned officer, personally appeared **HISHAM HAMED**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document Derivatively on behalf of **SIXTEEN PLUS CORPORATION**, being authorized so to do, as the _____ of Sixteen Plus Corporation, and acknowledged that he executed the same for the purpose therein contained.

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

Notary Public
Commissioner Expires: _____

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

HISHAM HAMED , individually, and Derivatively, on behalf of SIXTEEN PLUS CORPORATION ,)	
)	
Plaintiff,	)	CIVIL NO. SX-16-CV-650
)	
vs.	)	DERIVATIVE SHAREHOLDER SUIT, ACTION FOR DAMAGES AND CICO RELIEF
)	
FATHI YUSUF, ISAM YOUSUF and JAMIL YOUSEF,	)	JURY TRIAL DEMANDED
)	
Defendants.)	
)	
and)	
)	
SIXTEEN PLUS CORPORATION ,)	
)	
a nominal Defendant,)	
_____)	

**NOTICE OF SERVICE OF
DEFENDANT JAMIL YOUSUF'S FIRST REQUEST FOR
THE PRODUCTION OF DOCUMENTS
TO PLAINTIFF HISHAM HAMED, Derivatively on behalf of
SIXTEEN PLUS CORPORATION**

TO: THE HON. ESTRELLA H. GEORGE
Clerk of the Court
SUPERIOR COURT OF THE VIRGIN ISLANDS
Division of St. Croix
RFD 2, Kingshill, St. Croix
U.S. Virgin Islands 00850

The Defendant, **JAMIL YOUSUF** (incorrectly referred to in the caption as Jamil Yusef”), by and through his undersigned attorney, James L. Hymes, III, does not

HISHAM HAMED, Individually, and derivatively, on behalf of SIXTEEN PLUS CORPORATION vs.
FATHI YUSUF, ISAM YOUSUF and JAMIL YOUSEF

SCVI/STX Civil No. SX-16-CV-650

NOTICE OF SERVICE OF DEFENDANT JAMIL YOUSUF'S FIRST REQUEST FOR THE PRODUCTION OF DOCUMENTS TO
PLAINTIFF HISHAM HAMED, Derivatively on behalf of SIXTEEN PLUS CORPORATION

voluntarily appear in this matter, does not submit to the jurisdiction of the Court, and does not waive any objections to subject matter jurisdiction, personal jurisdiction, improper venue, insufficiency of process, insufficiency of service of process, or failure to state a claim upon which relief can be granted, or any other defense or objection which may be presented whether by pleading or motion in this action, and pursuant to the provisions of V.I. R. Civ. P. 34, provides notice that he has served the First Request for the Production of Documents to the Plaintiff, **HISHAM HAMED, Derivatively on behalf of SIXTEEN PLUS CORPORATION**, by serving the original of same upon Plaintiff's counsel, Joel H. Holt, Esq., with copies to the remaining counsel of record as set forth in the Certificate of Service, below.

Respectfully Submitted,

DATED: June 19, 2018.

LAW OFFICES OF JAMES L. HYMES, III, P.C.
*Counsel for Defendants –
Isam Yousuf, and Jamil Yousuf*

By: _____

JAMES L. HYMES, III

VI Bar No. 264

P.O. Box 990

St. Thomas, Virgin Islands 00804-0990

Telephone: (340) 776-3470

Facsimile: (340) 775-3300

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HISHAM HAMED, Individually, and derivatively, on behalf of SIXTEEN PLUS CORPORATION vs.
FATHI YUSUF, ISAM YOUSUF and JAMIL YOUSEF

SCVI/STX Civil No. SX-16-CV-650

NOTICE OF SERVICE OF DEFENDANT JAMIL YOUSUF'S FIRST REQUEST FOR THE PRODUCTION OF DOCUMENTS TO
PLAINTIFF HISHAM HAMED, Derivatively on behalf of SIXTEEN PLUS CORPORATION

CERTIFICATE OF SERVICE

I hereby certify this document complies with the page or word limitation set forth in V.I. R. Civ. P. 6-1(e), and that on this the 19th day of June, 2018, I caused an exact copy of the foregoing "**Notice of Service of Defendant Jamil Yousuf's First Request for the Production of Documents to Plaintiff Hisham Hamed, Derivatively on behalf of Sixteen Plus Corporation**", together with the First Request for Production of Documents referred to therein, to be served electronically by e-mail, and by mailing same, postage pre-paid, to the following counsel of record:

JOEL H. HOLT, ESQ.

LAW OFFICES OF JOEL H. HOLT
2132 Company Street
Christiansted, USVI, 00820
holtvi@aol.com

Counsel for Plaintiff

CARL J. HARTMANN, III, ESQ.

5000 Estate Coakley Bay, L-6
Christiansted, VI 00820
carl@carlhartmann.com

Co-Counsel for Plaintiff

GREGORY H. HODGES, ESQ.

STEFAN HERPEL, ESQ.

LISA MICHELLE KÖMIVES, ESQ.

DUDLEY, TOPPER AND FEUERZEIG, LLP
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Attorneys for Defendant Fathi Yusuf

KEVIN A. RAMES, ESQ.

KEVIN A. RAMES, P.C.

2111 Company Street, Suite 3

Christiansted, VI 008220

kevin.rames@rameslaw.com

Attorneys for Sixteen Plus Corporation



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

HISHAM HAMED , individually, and)	
Derivatively, on behalf of SIXTEEN)	
PLUS CORPORATION,	)	CIVIL NO. SX-16-CV-650
)	
Plaintiff,	)	DERIVATIVE SHAREHOLDER
	)	SUIT, ACTION FOR DAMAGES
vs.	)	AND CICO RELIEF
)	
FATHI YUSUF, ISAM YOUSUF and	)	JURY TRIAL DEMANDED
JAMIL YOUSEF ,)	
)	
Defendants.)	
)	
and)	
)	
SIXTEEN PLUS CORPORATION ,)	
)	
a nominal Defendant,)	
)	

DEFENDANT JAMIL YOUSUF'S FIRST REQUEST FOR
THE PRODUCTION OF DOCUMENTS
TO PLAINTIFF HISHAM HAMED, Derivatively on behalf of
SIXTEEN PLUS CORPORATION

TO: HISHAM HAMED, Derivatively on behalf of
SIXTEEN PLUS CORPORATION
c/o Joel H. Holt, Esq.
LAW OFFICES OF JOEL H. HOLT
2132 Company Street
Christiansted, USVI, 00820
holtvi@aol.com
Counsel for Plaintiff

The Defendant, **JAMIL YOUSUF** (incorrectly referred to in the caption as Jamil Yousef"), by and through his undersigned attorney, James L. Hymes, III, does not voluntarily appear in this matter, does not submit to the jurisdiction of the Court, and does not waive any objections to subject matter jurisdiction, personal jurisdiction, improper venue, insufficiency of process, insufficiency of service of process, or failure to state a claim upon which relief can be granted, or any other defense or objection which may be presented whether by pleading or motion in this action, hereby propounds the following First Request for Production of Documents pursuant to Rule 26(d)(2) and 34 of the Virgin Islands Rules of Civil Procedure (V.I. R. CIV. P.) on the Plaintiff **HISHAM HAMED, Derivatively on behalf of SIXTEEN PLUS CORPORATION.**

INSTRUCTIONS

In responding to these Requests for Production of Documents, the following instructions shall apply:

1. The obligations imposed by V.I. R. CIV. P. 26 and 34 are hereby incorporated, including, but not limited to, the duty to supplement imposed by V.I.R. CIV. P. 26(e).

2. If you lack information to respond to a particular request for production, in whole or in part, you shall state or identify: a) the currently available information; b) any currently unavailable information; c) the efforts you have taken, or will take, to obtain the currently unavailable information; and d) when you expect to obtain this information. Further, if you believe that any other individual or entity may have information that

responds to a specific request, in whole or in part, you shall provide the individual or entity's: a) name, address and telephone number and b) a brief description of the information the you believe the entity or individual possesses.

3. Whenever in these requests for production you are directed to produce or "identify" a "document," you shall, besides providing the document itself (if asked to produce), state or identify the following: a) the date the document was prepared; b) the name, address and telephone number of each author or signatory; c) the name, address and telephone number of each recipient (both addressee and recipients of copies); d) the document type (e.g., letter, memorandum, report, etc.); e) the document title; f) the document's control number or Bates number; and g) the name, address and telephone number of the document's custodian.

4. If you no longer possess any document the Defendant requests, you shall state or identify: a) the date the document was prepared; b) the name, address and telephone number of each author or signatory; c) the name, address and telephone number of each recipient; d) the document type (e.g., letter, memorandum, report, etc.); e) what was done with the document; f) the name, address and telephone number of each individual responsible for, or otherwise involved with, transferring or disposing of the document; and g) reason(s) the document was disposed of or transferred; and h) the name, address and telephone of the document's custodian, if known.

5. If you believe any information the Defendant requests is privileged and/or protected, in whole or in part, you shall provide the following: a) the document's title;

b) the document type (e.g., memorandum, letter, report, email etc.), c) the name, address and telephone number of each author or signatory; d) the name, address and telephone number of each recipient; e) the date the document was prepared; f) the privilege(s) and/or protection(s) you are asserting; g) the factual bases for asserting the privilege(s) and/or protection(s); and h) a summary of the information you are not producing to enable a court of competent jurisdiction to rule whether the information is privileged and for protected.

6. If you redact anything from a document it produces in response to these requests for production, the you shall state or provide the following: a) a summary of the deleted information; b) the reason(s) for deleting the information; and c) the name, address and telephone number of each person responsible for, or otherwise involved with, deleting the information.

7. You shall respond to each of these requests for production to the fullest extent possible, and in good faith, preserving any valid objections you may have. You may further ask the Defendant's attorney to clarify or limit any request for production you believe is vague or unduly burdensome.

8. Whenever these requests for production use any word in the plural, you shall understand the word to include the singular as necessary to make the request for production inclusive rather than exclusive. Further, whenever these requests for production use any word in the singular, you shall understand the word to include the plural as necessary to make the request for production inclusive rather than exclusive.

9. Whenever these requests for production use any word in the masculine, you shall understand the word to include the feminine as necessary to make the request for production inclusive rather than exclusive. Further, whenever these requests for production use any word in the feminine, you shall understand the word to include the masculine as necessary to make the request for production inclusive rather than exclusive.

10. Verbs written in the present tense shall also be taken to mean and include the past. Verbs written in the past tense shall also be taken to mean and include the present.

11. Whenever these requests for production use the word "and" or the word "or," you shall understand the word conjunctively or disjunctively as necessary to make the request for production inclusive rather than exclusive.

TERMS AND MEANINGS

The terms used in this Discovery have the following meaning:

As used herein, the term "document(s)" is used in its broadest sense to include, by way of illustration only and not by way of limitation, all originals and non-identical copies of any writing or any other tangible thing or data compilation in your custody, possession or control - whether printed, typed, reproduced by any process, written or produced by hand, including any graphic matter however produced or reproduced, or produced by any other mechanical means and all data, either electronic, magnetic, chemical, mechanical, or other form of data storage capable of being transformed into

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

"Communication" means any correspondence, contact, discussion, exchange, contract, or agreement between any two or more persons. Without limiting the foregoing, "communication" includes all documents, as defined above, telephone

conversations, internet communications, e-mail, facsimile transmissions, voice mail, face-to-face conversations, meetings, and conferences.

"Diamond Keturah" means the property described as those parcels and remainders of parcels, and road plots set forth and described in seventeen (17) separate listings ("Diamond Keturah") in Exhibit A to the First Priority Mortgage.

"Note" and/or "Mortgage" refers to the note and mortgage between Manal Yousef and Sixteen Plus Corporation as to the property known as Diamond Keturah on St. Croix, USVI.

"Loan fund" means the funds for Manal Yousef's loan to Sixteen Plus Corporation evidenced by the Promissory Note (**Exhibit A**) and secured by the First Priority Mortgage (**Exhibit B**).

"You" or "Yours" or "Yourself" means the Plaintiff, **HISHAM HAMED, Derivatively on behalf of SIXTEEN PLUS CORPORATION.**

REQUESTS

Document Request No. 1:

Produce all documents referenced, reviewed, or used to prepare answers to First Set of Interrogatory Responses in this case not otherwise produced in response to these document requests.

RESPONSE:

Document Request No. 2:

Any and all documents which reflect, relate to, and/or describe any fraudulent representations pertaining to the loan agreement between Manal Yousef and Sixteen Plus Corporation, and/or the activity and/or conduct that is at issue in this case including proof that alleged misrepresentations of which you complain were done willingly and fraudulently.

RESPONSE:

Document Request No. 3:

Any and all documents which pertain to and/or support your contention that the language contained in your complaint confer sufficient standing on you to pursue a fraud, embezzlement or CICO claim against Jamil Yousuf in this case.

RESPONSE:

Document Request No. 4:

Any and all documents which pertain to and/or support your contention that Jamil Yousuf participated in the conduct of an enterprise through a pattern of criminal activity in connection with the activity and/or conduct that is at issue in this case.

RESPONSE:

Document Request No. 5:

Any and all documents which pertain to and/or support your contention that your CICO claim against Jamil Yousuf is not barred because the alleged group in association of which you complain constitutes an enterprise under CICO.

RESPONSE:

Document Request No. 6:

Any and all documents which pertain to and/or support your contention that Jamil Yousuf's activity and/or conduct at issue constituted an enterprise under CICO.

RESPONSE:

Document Request No. 7:

Any and all documents which pertain to and/or support your contention that Jamil Yousuf engaged in a pattern of criminal activity involving multiple acts of mail and/or wire fraud in connection with the activity and/or conduct that is at issue in this case.

RESPONSE:

Document Request No. 8:

Any and all documents which pertain to and/or support your contention that Jamil Yousuf fraudulently induced you or Sixteen Plus Corporation to contract for a loan between Manal Yousef and Sixteen Plus Corporation or to part with money or property that is at issue in this case.

RESPONSE:

Document Request No. 9:

Any and all documents which pertain to and/or support your contention that Jamil Yousuf fraudulently appropriated your or Sixteen Plus Corporation's property that is at issue in this case.

RESPONSE:

Document Request No. 10:

Any and all documents which pertain to and/or support your contention that you detrimentally relied on the alleged fraud, embezzlement or CICO-prohibited activity and/or conduct of Jamil Yousuf that is at issue in this case.

RESPONSE:

Document Request No. 11:

Any and all documents which pertain to and/or support your contention that you suffered and/or incurred injuries and/or damages to yourself, to business and/or to property, broken down for each of your claims, in connection with the alleged fraud, embezzlement or CICO-prohibited activity and/or conduct that is at issue in this case.

RESPONSE:

Document Request No. 12:

All documents referring or relating to:

- (A) this lawsuit including Diamond Keturah;
- (B) Manal Yousef;
- (C) Isam Yousuf;
- (D) Jamil Yousuf; and

(E) Fathi Yusuf, as it pertains to the source of the loan funds including the loan evidenced by the Promissory Note (Exhibit A) secured by the First Priority Mortgage (Exhibit B) as well as fraud, embezzlement, and CICO-prohibited activity.

RESPONSE:

HISHAM HAMED, Individually, and derivatively, on behalf of SIXTEEN PLUS CORPORATION vs.
FATHI YUSUF, ISAM YOUSUF and JAMIL YOUSEF

SCVI/STX Civil No. SX-16-CV-650

DEFENDANT JAMIL YOUSUF'S FIRST REQUEST FOR THE PRODUCTION OF DOCUMENTS TO
PLAINTIFF HISHAM HAMED, Derivatively on behalf of SIXTEEN PLUS CORPORATION

Document Request No. 13:

Produce all photographs, audiotape, videotape, electronic documents, e-mail and attachments, electronic recordings and/or other documents in your possession that relate to the allegations and defenses set forth in the pleadings.

RESPONSE:

Document Request No. 14:

Produce all non-privileged written or recorded statements from any party(s) or person(s) that in any way relate to the claims and defenses set forth in the pleadings.

RESPONSE:

Document Request No. 15:

Produce all documents, communications or contacts between you and any party or other person that discusses or in any other way relates to the issues raised in this litigation regardless of whether such communication or contacts was initiated by you or by such other party or person.

RESPONSE:

Document Request No. 16:

Produce all documents or communications between Hisham Hamed and his family members since 1996 regarding any matter related to Sixteen Plus Corporation, Isam Yousuf, Jamil Yousuf, Manal Yousef, Fathi Yusuf or anything to do with Manal Yousef's loan to Sixteen Plus Corporation as evidenced by the Promissory Note (Exhibit A) and secured by the First Priority Mortgage (Exhibit B).

RESPONSE:

Document Request No. 17:

Produce all documents exchanged between Sixteen Plus Corporation and Hisham Hamed or Hamed family members since 1996 relating to Isam Yousuf, Jamil Yousuf, Manal Yousef, Fathi Yusuf, United Corporation, Plaza Extra Supermarket stores, Diamond Keturah or the loan between Manal Yousef and Sixteen Plus Corporation.

RESPONSE:

Document Request No. 18:

Produce all documents relating to the transactions alleged in the pleadings not otherwise called for by this document production request including documents generated by you that discuss or in any other way relate to the issues raised in this litigation.

RESPONSE:

HISHAM HAMED, Individually, and derivatively, on behalf of SIXTEEN PLUS CORPORATION vs.
FATHI YUSUF, ISAM YOUSUF and JAMIL YOUSEF

SCVI/STX Civil No. SX-16-CV-650

DEFENDANT JAMIL YOUSUF'S FIRST REQUEST FOR THE PRODUCTION OF DOCUMENTS TO
PLAINTIFF HISHAM HAMED, Derivatively on behalf of SIXTEEN PLUS CORPORATION

Document Request No. 19:

Produce all documents relating to any involvement, plan, or scheme to help Fathi Yusuf deprive you of the assets of Sixteen Plus Corporation including the value of the Diamond Keturah property.

RESPONSE:

Document Request No. 20:

All documents reflecting Manal Yousef, Isam Yousuf or Jamil Yousuf acted in concert with Fathi Yusuf to deprive you of the assets of Sixteen Plus Corporation including the value of Diamond Keturah property.

RESPONSE:

Document Request No. 21:

Produce all documents and things relating to the sale or potential sale, or purchase or offer to purchase Diamond Keturah property including any communication between you and any actual or potential purchaser of Diamond Keturah.

RESPONSE:

HISHAM HAMED, Individually, and derivatively, on behalf of SIXTEEN PLUS CORPORATION vs.
FATHI YUSUF, ISAM YOUSUF and JAMIL YOUSEF

SCVI/STX Civil No. SX-16-CV-650

DEFENDANT JAMIL YOUSUF'S FIRST REQUEST FOR THE PRODUCTION OF DOCUMENTS TO
PLAINTIFF HISHAM HAMED, Derivatively on behalf of SIXTEEN PLUS CORPORATION

Document Request No. 22:

Any and all documents which may or will be used as an exhibit at trial or any evidentiary hearing in this matter.

RESPONSE:

Document Request No. 23:

Any and all documents which have been provided to any expert witness or lay witness who may or will be called to testify on your behalf at a trial or evidentiary hearing in this matter.

RESPONSE:

Document Request No. 24:

Any and all documents received from any person who may or will be called as an expert or lay witness at trial or at any evidentiary hearing.

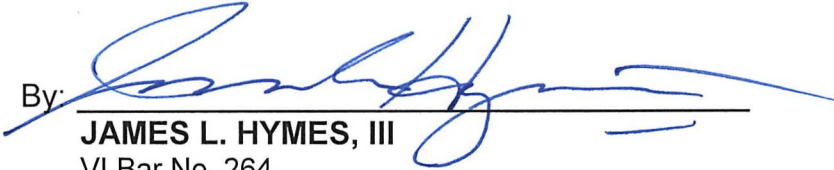
RESPONSE:

HISHAM HAMED, Individually, and derivatively, on behalf of SIXTEEN PLUS CORPORATION vs.
FATHI YUSUF, ISAM YOUSUF and JAMIL YOUSEF
SCVI/STX Civil No. SX-16-CV-650
DEFENDANT JAMIL YOUSUF'S FIRST REQUEST FOR THE PRODUCTION OF DOCUMENTS TO
PLAINTIFF HISHAM HAMED, Derivatively on behalf of SIXTEEN PLUS CORPORATION

DATED: June 19, 2018.

LAW OFFICES OF JAMES L. HYMES, III, P.C.
Counsel for Defendants –
Isam Yousuf, and Jamil Yousuf

By: _____


JAMES L. HYMES, III

VI Bar No. 264

P.O. Box 990

St. Thomas, Virgin Islands 00804-0990

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Facsimile: (340) 775-3300

E-Mail: jim@hymeslawvi.com;

rauna@hymeslawvi.com

c:\yousuf\hamed\IRFPD – JY to 16 Plus...

EXHIBIT A

\$4,500,000

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

PROMISSORY NOTE

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

Such indebtedness shall be paid as follows:

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

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

SEE EXHIBIT A

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

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

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

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

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

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

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

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

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

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

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

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

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

DATED: 9/15/97

MAKER:

SIXTEEN PLUS CORPORATION

Waleed Hamed
Waleed Hamed, President

[Corporate SEAL]
ATTEST:

Fathi Yusuf
Fathi Yusuf, Secretary

EXHIBIT A

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

HAMD596313



EXHIBIT B

February 22, 1999

FIRST PRIORITY MORTGAGE

No. 768/1999

THIS MORTGAGE ("Mortgage") is made this 15 day of September, 1997, between Sixteen Plus Corporation, whose address is 4C & D Sion Farm, Christiansted, St. Croix, 00820, ("Borrower") and Manal Mohamad Yousef ("Lender") whose address is 25 Gold Finch Road, Pointe Blanche, St. Martin, N.A.;

WITNESSETH:

A. Borrower is justly indebted to Lender in the principal sum of Four Million, Five Hundred Thousand Dollars (\$4,500,000) or so much thereof as shall have been advanced and remains unpaid, which indebtedness is evidenced by a Promissory Note in such principal amount, dated of even date herewith and hereinafter referred to as the "Note" and bears interest at the rate or rates and under the terms set forth in the Note, (said Note is incorporated herein by reference and made a part hereof); and

B. Borrower wishes to secure the full and punctual payment of the Note and the indebtedness evidenced thereby, and interest thereon, and the full performance of all the provisions, conditions, covenants and agreements herein contained or in any other document executed in connection herewith, and also to secure the reimbursement to the Lender for any and all money which may be advanced as herein provided for, and for any and all costs and expenses herein provided for or which may arise in respect of this Mortgage or the indebtedness hereby secured or the Property herein mentioned (collectively "Obligations").

NOW, THEREFORE, the Borrower does hereby grant, convey and give to the Lender a first priority mortgage on the following described property (collectively "Property") to secure the full and punctual payment and performance of the Obligations:

SEE EXHIBIT A

Together with

(a) all improvements now or hereafter erected thereon, and all modifications, additions, restorations and replacements of such improvements; and all rights-of-way, uses, servitude, licenses, tenements, hereditament, appurtenances, rights, privileges, and easements now or hereafter belonging or pertaining thereto; and

(b) all the appliances, fixtures, equipment, building materials and other personal property now or hereafter owned by the Borrower and located on the premises described above, whether or not incorporated in the improvements constructed thereon, and necessary to the use and occupancy thereof; and

(c) all awards and other payments in respect of any taking (as described in Section 12 herein below) in respect of any of the foregoing, together with all amounts received by the Lender, or expended by the Lender pursuant to this Mortgage; and

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(d) . all of the Borrower's rights, benefits, title and interest as lessor, in and to any agreement to lease, leases, licenses, concession agreements and other agreements granting a right or privilege to use or occupy any portion of the Property (collectively "Leases") now or hereafter in existence and pertaining to all or any portion of the Property described above, together with any and all rents, issues, profits, revenues, income, earnest money or security deposits made pursuant to such Leases from the Property or any part thereof (collectively "Rents"), and any and all guarantees of performance under any such Leases.

IT IS HEREBY COVENANTED by the parties hereto that the Property is to be held and applied subject to the further terms herein set forth; and the Borrower, for the Borrower and Borrower's successors and assigns, hereby covenants and agrees with the Lender, as follows:

1. THE NOTE.

1.1 Issuance and Payment of the Note. The Borrower has issued the Note, and will duly and punctually pay the principal of the interest (if any) on the Note in accordance with the terms thereof, and will otherwise duly comply with the terms of the Note.

1.2 Prepayment on Taking of the Property. In case of any taking (as described in Section 11.2 hereof) of the Property, the portion of awards or other payments on account thereof shall be paid to the Lender and applied to the prepayment of the Note, together with interest (if any) on the principal amount of the Note so prepaid accrued to the date of such prepayment, and to the payment of all other indebtedness which this Mortgage secures. Any balance of such awards or other payments remaining after payment in full of the principal of and interest (if any) on the Note and all other indebtedness which this Mortgage by its terms secures shall be paid to the Borrower.

1.3 Replacement of Note. Upon receipt of evidence reasonably satisfactory to the Borrower of the loss, theft, destruction or mutilation of the Note and, in the case of any loss, theft or destruction, upon delivery of an indemnity agreement reasonably satisfactory to the Borrower or, in the case of any such mutilation, upon surrender and cancellation of such Note, the Borrower will issue, in lieu thereof, a new Note, dated the date to which interest has been paid on the lost, stolen, destroyed or mutilated Note and otherwise of like tenor, with appropriate variations.

2. AUTHORITY. The Borrower represents and warrants that the Borrower has good and lawful right and authority to execute this Mortgage and to mortgage the Property, and that the Borrower is well seized and possessed of a fee simple title to the Property. The Borrower, at the Borrower's expense, will warrant and defend to the Lender and its successors and assigns, for the benefit of the Lender, such interest and the lien and interest of the Lender on and in the Property against all claims and demands and will maintain and preserve such lien as long as the Note is outstanding.

3. **RECORDATION: PRESERVATION OF LIEN.** The Borrower at its expense, will at all times cause this Mortgage and any supplements hereto, and such other instruments as may be required by applicable law, to be recorded, registered and filed and to be kept recorded, registered and filed in such manner and in such places, and will pay all such recording, registration, filing or other taxes, fees and charges, and will comply with all such statutes and regulation, as may be required by law in order to establish, preserve and protect the lien of this Mortgage on all of the Property and the rights of the Lender hereunder.

4. **COMPLIANCE WITH APPLICABLE LAWS.** Borrower shall comply with all applicable laws, ordinances, rules, regulations, and codes applicable to the Property, including the use and possession thereof and any business located thereon. Borrower has received no notice of, and neither knows of, nor suspects any facts which might constitute any violations of any federal or territorial health, safety or environmental laws, codes, ordinances, rules or regulations with respect to the Property, including the use or possession thereof and any business located thereon.

5. **HAZARDOUS WASTE.** There shall be no emission, spill, release or discharge into or upon the air, soil or any improvements located thereon, surface water or ground water, or the sewer, septic system or waste treatment storage or disposal systems servicing the property, of any hazardous or toxic substances or wastes at or from the Property or otherwise and the Property shall be kept free from all such hazardous or toxic substance or wastes.

6. **LITIGATION.** No litigation, arbitration, condemnation, re-zoning or administrative proceedings are presently pending or, to Borrower's knowledge, threatened, which if adversely determined might have a material adverse effect on the Borrower, the financial condition of Borrower or upon the respective property rights of Borrower. Notwithstanding anything to the contrary set forth herein the parties recognize that a proposed land and water use plan may adversely impact the value of the property.

7. **PAYMENT OF TAXES, ETC.** Subject to Section 9 relating to contests, the Borrower will pay or cause to be paid all taxes, assessments (including, without limitation, all assessments for public improvements or benefits, whether or not commenced or completed prior to the date hereof), water, sewer or other rents, rates and charges, excises, levies, license fees, permit fees, inspection fees and other authorization fees and other charges, in each case whether general or special, ordinary or extraordinary, foreseen or unforeseen, of any character (including all interest and penalties thereon), which at any time may be assessed, levied, confirmed or imposed on or in respect of or be a lien upon (a) the Property or any part thereof or any rent therefrom or any estate, right or interest therein, or (b) any occupancy, use or possession of or activity conducted on the Property or any part thereof. Such payments will be made before any fine, penalty, interest or cost may be added for nonpayment, and the Borrower will furnish to the Lender, upon request, official receipts or other satisfactory proof evidencing such payments.

8. **CONSTRUCTION LIENS.** Subject to Section 9 relating to contests, the

Borrower shall not, without the Lender's prior written approval, directly or indirectly create or permit or suffer to be created or to remain, and will discharge, or cause to be discharged within thirty (30) days after issuance thereof, any construction lien with respect to the Property or any part thereof, or the Lender's interest therein.

9. **PERMITTED CONTESTS.** The Borrower or a tenant under any lease, at its expense, may contest (after prior written notice to the Lender) by appropriate legal proceedings conducted in good faith and with due diligence, the amount or validity or application, in whole or in part, of any mechanics' lien, construction lien, or taxes or other charges enumerated in Section 7 or lien therefor or the application of any instrument of record referred to in Section 8 provided, that (a) in the case of unpaid mechanics' liens, construction liens, or taxes or other charges enumerated in Section 7 or liens therefor, such proceedings shall suspend the collection thereof from the Borrower, the Lender and the Property; (b) neither the Property nor any part thereof or interest therein would be in any danger of being sold, forfeited or lost; (c) neither the Borrower nor the Lender would be in any danger of any additional civil or any criminal inability for failure to comply therewith (except interest, or penalties in the nature of interest, and attorney's fees or court costs) and the Property would not be subject to the imposition of any additional lien as a result of such failure; and (d) the Borrower shall have deposited adequate monies with respect thereto with the lender, who shall have the power to pay such contested amounts in the event the Property is in danger of forfeiture or the Lender is in danger of being held civilly or criminally liable with respect thereto, or, in the event the contested matter is the subject of litigation, the Borrower shall have deposited in a fund administered by the court adequate moneys therefor (as determined by the Lender).

10. **NOTICES CONCERNING THE PROPERTY.** The Borrower will deliver to the Lender, promptly upon receipt of the same, copies of all notices, certificates, documents and instruments received by the Borrower which materially affect the Property.

11. **TAKING; APPLICATION OF AWARD.**

11.1. **Borrower to Give Notice, etc.** In case of any taking of all or any part of the Property, or any interest therein or right accruing thereto as the result of or in lien or in application of the exercise of the right of condemnation or eminent domain during the term hereof, the Borrower shall promptly give to the Lender written notice generally describing the nature of the proceedings and negotiations for such taking and the nature and extent of the taking which might result therefrom, as the case may be. The Lender may appear in any such proceedings and negotiation, and the Borrower shall promptly give to the Lender copies of all notices, pleadings, determinations and other papers in any such proceedings. The Borrower will in good faith and with due diligence file and prosecute any claim or claims for any award or payment on account of any taking of the Property, will pay all costs and expenses (including, without limitation, attorneys' fees and the expense of the Lender) in connection with any such taking and seeking and obtaining any award or payment on account thereof. Such costs and expenses shall constitute indebtedness secured by this Mortgage.

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11.2 Taking. In the case of a taking of whatever nature, total or partial, of the Property or any portion thereof, any payment or award on account of such taking shall be collected and paid over in accordance with the provisions of Section 1.2 hereof.

12. INTENTIONALLY OMITTED.

13. INTENTIONALLY OMITTED.

14. NO CREDIT FOR PAYMENT OF TAXES. The Borrower shall not be entitled to any credit against the Principal of and interest, if any, on the Note, or any other sums which may become payable under the terms thereof or hereof, by reason of the payment of any tax on the Property or any part thereof.

15. EVENTS OF DEFAULT; DECLARATION OF NOTICE DUE. If one or more of the following events (herein referred to as "Events of Default") shall occur:

(a) if the Borrower shall fail to pay any principal of or interest, if any, on the Note when the same becomes due and payable (whether at maturity or on a date fixed for any interest payment, any installment payment, any prepayment or otherwise) and such default is not cured within fifteen (15) days after the payment due date; or

(b) if the Borrower shall fail to perform or comply with any of the other terms of this Mortgage and such default is not cured within thirty (30) days after the effective date of written notice from Lender to Borrower; or

(c) if the Borrower shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due, or shall file a petition in bankruptcy, or shall be adjudicated a bankrupt or insolvent, or shall file a petition seeking any arrangement, composition, readjustment or similar relief under any present or future statute, law or regulation, or shall file an answer admitting or not contesting the material allegations of a petition filed against it in any such proceeding, or shall seek or consent to or acquiesce in the appointment of any trustee or receiver; or

(d) if, within sixty (60) days after the commencement of any proceeding against the Borrower which seeks any arrangement, composition or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed, or if, within sixty (60) days after the appointment of any trustee or receiver of the Borrower, without the consent or acquiescence of the Borrower, such appointment shall not have been vacated; or

(e) if the Borrower assigns or sells, or further encumbers, its interest in all or any part of the Property or if the Beneficial Ownership of Borrower shall change in violation of paragraphs 30, 31 and/or 32;

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Then and in any such event (regardless of the pendency of any proceeding which has or might have the effect of preventing the Borrower from complying with the terms of the Mortgage), the Lender may at any time, without notice to declare the entire unpaid principal balance and all other indebtedness evidenced by the Note and/or secured by this Mortgage to be immediately due and payable, without presentment, demand, protest or notice, all of which are hereby waived.

16. REMEDIES OF THE HOLDER OF THE NOTE.

16.1 Legal Proceedings. If an Event of Default shall have occurred, the Lender may proceed to foreclose this Mortgage and to protect and enforce its rights by any action at law, suit in equity or other appropriate proceeding, whether for the specific performance of agreement contained herein, or for an injunction against the violation of any of the terms hereof, or in aid of the exercise of any power granted hereby or by law.

16.2 Cost of Enforcement. The Borrower shall pay on demand all costs and expenses (including, without limitation, attorneys' fees and expenses) incurred by or on behalf of the Lender in enforcing this Mortgage, the Note, or any of the other documents executed in connection herewith, or occasioned by any default hereunder or thereunder. Such costs and expenses shall constitute indebtedness secured by this Mortgage.

16.3 No Waiver. Neither failure or any delay on the part of the Lender to exercise any right, remedy, power or privilege provided for herein or by statute or at law or in equity or otherwise shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

17. INTENTIONALLY OMITTED.

18. FORECLOSURE. If an Event of Default shall have occurred, the Lender may at any time proceed at law or in equity or otherwise to foreclose the lien of this Mortgage as against all or any part of the Property. Borrower hereby expressly waives all rights to require Lender to first resort to the sale of any portion of the Property before foreclosing upon and/or selling any other portion(s) of the Property which is subject to this Mortgage and Borrower hereby agrees that Lender, at Lender's sole discretion, may elect to sell any one or more portion of the property in one or more Marshal's sales.

19. APPOINTMENT OF RECEIVER. If an Event of Default shall have occurred, the Lender shall be entitled, as a matter of right without regard to the adequacy or inadequacy of the Lender's security, to the appointment of a receiver for all or any part of the Property, whether such receivership is incidental to a proposed sale of the Property or otherwise, and the Borrower hereby consents to the appointment of such a receiver and shall not oppose any such appointment.

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20. PURCHASE OF PROPERTY BY THE HOLDER OF THE NOTE. The Lender may be a purchaser of the Property or of any part thereof or of any interest therein at any foreclosure sale thereof and may apply upon the purchase price the indebtedness secured hereby owing to the Lender. The Lender shall, upon any such purchase, acquire good title to the properties so purchased, free of the lien of this Mortgage and free of all liens and encumbrances subordinate to the Mortgage.

21. RECEIPT A SUFFICIENT DISCHARGE TO PURCHASER. Upon any sale of the Property or any part thereof or any interest therein pursuant to foreclosure, the receipt of the officer making the sale under judicial proceedings shall be sufficient discharge to the purchaser for the purchase money, and such purchaser shall not be obliged to see to the application thereof.

22. APPLICATION OF PROCEEDS OF SALE. The proceeds of any sale of the Property or any part thereof or any interest therein pursuant to foreclosure or otherwise hereunder, together with any other monies at any time held by the Lender pursuant to this Mortgage, shall be applied to pay:

FIRST: All costs and expenses of the sale of the Property or any part thereof or any interest in connection therewith, or all costs and expenses of entering upon, taking possession of, removal from, holding, operating and managing the Property or any part thereof, as the case may be, reasonable attorneys' fees, and any taxes, assessments or other charges, prior to the lien of this Mortgage, which the Lender may consider it necessary or desirable to pay;

SECOND: All amounts of principal and interest at the time due and payable on the Note (whether at maturity or on a date fixed for any installment payment or any prepayment or by declaration and acceleration or otherwise), and in case such monies shall be insufficient to pay in full the amount so due an unpaid upon the Note, then, first, to the payment of all amounts of interest at the time due and payable on the Note, without preference or priority of any installment of interest over any other installment of interest, and, second, to the payment of all amounts of principal at the time due and payable on the Note, without preference or priority of any amount of principal over any other amount of principal;

THIRD: Any other indebtedness secured by this Mortgage and at the time due and payable (whether by acceleration or otherwise);

FOURTH: Any indebtedness secured by any lien on the Property which is subordinate to the lien of this Mortgage; and

FIFTH: Any balance to the Borrower.

23. REMEDIES CUMULATIVE. Each right, power and remedy of the Lender

provided for in this Mortgage or now or hereafter existing at law or in equity or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Mortgage or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise of any one or more of such rights, shall not preclude the simultaneous or later exercise of any or all such other rights, powers or remedies.

24. **NO WAIVER, ETC.** No failure by the Lender or the holder of the Note to insist upon the strict performance of any term hereof or to exercise any right, power or remedy consequent upon a breach thereof, shall constitute a waiver of any such term or any such breach. No waiver of any breach shall affect or alter this Mortgage, which shall continue in full force and effect with respect to any other then existing or subsequent breach.

25. **FURTHER ASSURANCES.** The Borrower at its expense will execute, acknowledge and deliver all such instruments and take all such actions as the Lender from time to time may reasonably request for the better assurance to the Lender of the Property and rights now or hereafter subjected to the lien hereof or assigned hereunder or intended so to be subjected or assigned.

26. **INDEMNIFICATION BY THE BORROWER.** The Borrower will protect, indemnify and save harmless the Lender from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses) imposed upon or incurred by or asserted against the Lender by reason of (a) its Mortgage interest in the Property, or receipt of any rent or other sum therefrom; (b) any accident, injury to or death of persons or loss of or damage to property occurring on or about the Property; (c) any use, non-use or condition of the Property; (d) any failure on the part of the Borrower to perform or comply with any of the terms of this Mortgage or the terms of any other documents executed in connection herewith; or (e) performance of any labor or services or the furnishing of any materials or other property in respect of the property or any part thereof for construction or maintenance or otherwise. Provided, however, that the foregoing indemnification provision shall not be applicable to any occurrence arising after the Lender retakes possession of the Property in connection with a default by the Borrower. Any amounts payable to the Lender under this Section which are not paid within ten (10) days after written demand therefor by the Lender shall bear interest at the rate set forth in the Note from the day of such demand and shall be secured by this Mortgage. In case any action, suit or proceeding is brought against the Lender by reason of any such occurrence, the Borrower, upon the Lender's request, will at the Borrower's expense resist and defend such action, suit or proceeding or cause the same to be resisted and defended by counsel designated by the Borrower and approved by the Lender. Such obligations of the Borrower under this Section as shall have accrued at the time of any termination or satisfaction of this Mortgage shall survive any such termination or satisfaction.

27. **RIGHT OF HOLDER OF THE NOTE TO PERFORM BORROWER'S COVENANTS, ETC.** If the Borrower fails to make any payment or perform any act required

to be made or performed hereunder, the Lender, after such notice to the Borrower as may be reasonable under the circumstance, and without waiving or releasing any obligation or default, may (but shall be under no obligation or default, may (but shall be under no obligation to) at any time hereafter make such payment or perform such acct for the account and at the expense of the Borrower, and may enter upon the Property or any part thereof for such purpose and take all such action thereon as, in the opinion of the Lender, may be necessary or appropriate therefor. All sums so paid by the Lender and all costs and expenses (including, without limitation, attorney's fees and expenses) so incurred, together with interest thereon at the rate set forth in the Note, from the date of payment or incurring, shall constitute indebtedness secured by this Mortgage and shall be paid by the Borrower to the Lender on demand.

28. PROVISIONS SUBJECT TO APPLICABLE LAW. All rights, power and remedies provided herein may be executed only to the extent that the exercise thereof does not violate any applicable law, and are intended to be limited to the extent necessary so that they will not render this Mortgage invalid, unenforceable or not entitled to be recorded, registered or filed under any applicable law. If any term of this Mortgage shall be held to be invalid, illegal or unenforceable, the validity of other terms of the Mortgage shall in no way be affected thereby.

29. NOTICES. All notices and other communications hereunder shall be in writing and shall be deemed to have been given when hand delivered or mailed by first class certified mail, postage prepaid, return receipt requested, to the address given at the beginning of this Mortgage or at such other address as a party may have furnished to the other party by written notice.

30. ASSIGNMENT.


30.1. Assignment by Borrower. This Mortgage shall be binding upon the Borrower and the Borrower's successors and assigns, and all persons claiming under or through the Borrower or any such successor or assign, and shall inure to the benefit of and be enforceable by the Lender and the successors and assigns thereof; provided, however that the Borrower hereby agrees that the Borrower will not sell, assign or convey the Borrower's interest in the Property until all amounts of principal and interest at the time due and payable under the Note have been paid in full, without the prior written consent and approval of the Lender, which consent may be withheld for any reason or no reason at all. If legal or equitable title to the Property or any part thereof shall hereafter change by any means or if the Property or any part thereof shall be further encumbered without Lender's consent, then the indebtedness secured hereby shall become immediately due and payable upon demand of Lender and same shall constitute an Event of Default.

30.2. ASSIGNMENT BY LENDER. The Note and this Mortgage may at any time be assigned, in whole or in part, by the Lender and the benefits, advantages, rights and obligations of the Lender hereunder shall inure to the successors and assigns of the Lender. 102

31. **TRANSFER OF THE PROPERTY; ASSUMPTION.** If all or any part of the Property or an interest therein is sold or transferred by the Borrower without the Lender's prior written consent (which consent may be withheld for any reason or no reason at all), the Lender may, at the Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable and same shall constitute an Event of Default.

32. **CHANGE OF OWNERSHIP.** In the event beneficial ownership of the Property shall change by any means without the Lender's consent (which consent may be withheld for any reason or no reason at all, then the indebtedness secured hereby shall become immediately due and payable upon demand of the Lender and same shall constitute an Event of Default. For the purposes of this provision, if the Borrower is a corporation, any sale or other change in the controlling or controlling beneficial interest of the corporate stock of Borrower to persons not shareholders of the Borrower as of the date hereof shall be considered a change of ownership requiring the Lender's consent.

33. **ASSIGNMENT OF RENTS.** Borrower hereby absolutely and unconditionally assigns and transfers to Lender all the Rents of the Property, including those now due, past due or to become due by virtue of any one or more of the Leases, regardless of to whom the Rents of the Property are payable. Borrower hereby authorizes Lender or Lender's agents to collect the Rents and hereby directs each tenant of the Property to pay such Rents to Lender or Lender's agents; however, prior to written notice given by Lender to Borrower of the default by Borrower of any covenant or agreement of Borrower in this Mortgage and the expiration of any period of cure therefor, Borrower shall have the right to collect and receive all Rents of the Property as trustee for the benefit of Lender and Borrower, to apply the Rents so collected to the sums secured by this Mortgage with the balance, so long as no such breach has occurred, to the account of Borrower, it being intended by Borrower and Lender that this assignment of Rents constitutes an absolute assignment and not an assignment for additional security only. Upon delivery of written notice by Lender to Borrower of the default by Borrower of any covenant or agreement of Borrower in this Mortgage and the expiration of any period of time therefor and without the necessity of Lender entering upon the taking and maintaining full control of the Property in person, by agent or by a court-appointed receiver, Lender shall be immediately entitled to possession of all Rents of the Property as specified in this paragraph as the same become due and payable, including, but not limited to Rents then due and unpaid, and all such Rents shall immediately be held by Borrower as trustee for the benefit of Lender only; however, the written notice by Lender to Borrower of the breach by Borrower shall contain a statement that Lender exercises its rights to such Rents. Borrower agrees that commencing upon delivery of such written notice of Borrower's breach by Lender to Borrower, each tenant of the Property shall make such Rents payable to and pay such Rents to Lender or Lender's agents on Lender's written demand to each tenant therefor, delivered to each tenant personally, by mail or by delivering such demand to each rental unit, without any liability on the part of the tenant to inquire further as to the existence of a default by Borrower.



33.1 Borrower hereby covenants that Borrower has not executed any prior

assignment of the Rents, that Borrower has not performed and will not perform any acts and has not executed, and will not execute, any instrument which would prevent Lender from exercising its rights under this paragraph, and that at the time of execution of this Mortgage there has been no anticipation or prepayment of any of the Rents of the Property for more than one (1) month prior to the due dates of such Rents. Borrower covenants that Borrower will not hereafter collect or accept payments of any Rents of the Property more than one (1) month prior to the due dates of such Rents. Borrower further covenants that Borrower will execute and deliver to Lender such further assignments of Rents of the Property as Lender may from time to time request.

33.2 Upon Borrower's default of any covenant or agreement of Borrower in this Mortgage, and upon the notice and expiration of period to cure, if any, Lender may in person, by agent or by a court-appointed receiver, regardless of the adequacy of Lender's security, enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases and subleases, the collection of all Rents of the Property, the making of repairs to the Property and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Mortgage. In the event Lender elects to seek the appointment of a receiver for the Property upon Borrower's breach of the covenant or agreement of Borrower in this Mortgage, Borrower hereby expressly consents to the appointment of such receiver. Lender or the receiver shall be entitled to receive a reasonable fee for so managing the Property.

33.3. All Rents collected by Lender pursuant to this Section 33 shall be applied as provided in Section 22 hereof. Lender or the receiver shall have access to the books and records used in the operation and maintenance of the Property and shall not be liable to Borrower, anyone claiming under or through Borrower or anyone having an interest in the Property by reason of anything done or left undone by Lender under this paragraph.

33.4. If the Rents of the Property are not sufficient to meet the costs, if any, of taking control of and managing the Property and collecting the Rents, any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by this Mortgage. Unless Lender and Borrower agree in writing to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from Borrower under applicable law.

33.5. Any entering upon and taking and maintaining of Control of the Property by Lender or the receiver and any application of Rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of Lender under applicable law or as provided herein. This assignment of Rents of the Property shall terminate at such time

as this Mortgage ceases to secure indebtedness held by Lender.

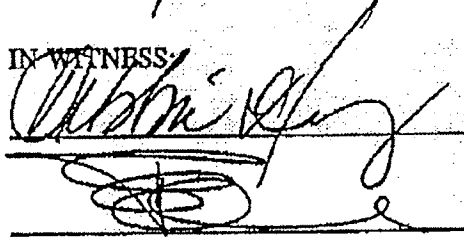
34. MISCELLANEOUS. This Mortgage may be changed, waived, discharged, or terminated only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. The headings in this Mortgage are for convenience of reference only and shall not limit or otherwise affect the meaning hereof. This Mortgage shall be governed by and construed in accordance with the laws of the United States Virgin Islands.

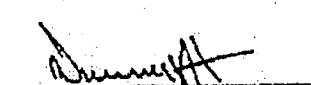
35. INTEREST AND ADVANCES TO PROTECT COLLATERAL. This Mortgage secures and shall secure the Obligations. Without limiting the foregoing, this Mortgage secures any and all interest on the indebtedness, costs of collection, and any advances made by the Lender reasonably necessary for protection of the collateral or otherwise authorized hereby.

IN WITNESS WHEREOF, the Borrower has caused this Mortgage to be duly executed on the date first above written:

DATED: 9/15/97

IN WITNESS:

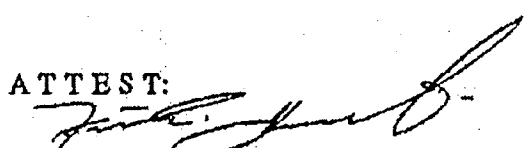




Waleed Hamad, President
Sixteen Plus Corporation

[CORPORATE SEAL]

ATTEST:



Fatih Yusuf, Secretary

HAMD596325

EXHIBIT A

1. Parcel No. 8, Estate Cane Garden, of approximately 2.6171 U.S. Acres.
2. Remainder No. 46A, Estate Cane Garden, of approximately 7.6460 U.S. Acres.
3. Parcel No. 10, Estate Cane Garden, of approximately 2.0867 U.S. Acres.
4. Road Plot No. 11, Estate Cane Garden, of approximately 0.0868 U.S. Acres.
5. Parcel No. 11, Estate Retreat, Matr. No. 37B of Company Quarter and Peter's Minde, Matr. No. 37A and 37BA, Company Quarter, and No. 54 Queen's Quarter all of approximately 42.3095 U.S. Acres.
6. Remainder Matr. 32B, Estate Cane Garden of approximately 48.5175 U.S. Acres.
7. Parcel No. 9 Estate Cane Garden, of approximately 11.9965 U.S. Acres.
8. Remainder Matr. 32A, Estate Granard, of approximately 41.0736, U.S. Acres.
9. Parcel No. 40, Estate Granard of approximately 14.9507 U.S. Acres.
10. Remainder Matr. No. 31, Estate Diamond, of approximately 74.4220 U.S. Acres.
11. Parcel No. 4, Estate Diamond, of approximately 5.8662 U.S. Acres.
12. Parcel No. 1, Estate Diamond, of approximately 61.2358 U.S. Acres.
13. Parcel No. 3, Estate Diamond, of approximately 6.9368 U.S. Acres.
14. Parcel No. 2, Estate Diamond, of approximately 6.5484 U.S. Acres.
15. Road Plot No. 12, Estate Cane Garden, of approximately 0.4232 U.S. Acres.
16. Road Plot No. 41, Estate Granard, of approximately 0.4255 U.S. Acres.
17. Road Plot No. 6, Estate Diamond, of approximately 0.8510 U.S. Acres.



20rd Feb
2:51 o'clock
Recorded and Entered in Recorder's Book for the
District of St. Croix, Virgin Islands of the U.S.A.
Page 332
No. 1108/1997 and noted in Real Property Register
II: 37: 106 Page 27: 186, 304, 305 & 306
William J. Rubenstein

HAMD596327

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

HISHAM HAMED , individually, and)	
Derivatively, on behalf of SIXTEEN)	
PLUS CORPORATION,	)	CIVIL NO. SX-16-CV-650
)	
Plaintiff,	)	DERIVATIVE SHAREHOLDER
	)	SUIT, ACTION FOR DAMAGES
vs.	)	AND CICO RELIEF
)	
FATHI YUSUF, ISAM YOUSUF and	)	JURY TRIAL DEMANDED
JAMIL YOUSEF ,)	
)	
Defendants.)	
)	
and)	
)	
SIXTEEN PLUS CORPORATION ,)	
)	
a nominal Defendant,)	
)	

NOTICE OF SERVICE OF
DEFENDANT JAMIL YOUSUF'S FIRST SET OF INTERROGATORIES
TO PLAINTIFF HISHAM HAMED, Derivatively on behalf of
SIXTEEN PLUS CORPORATION

TO: THE HON. ESTRELLA H. GEORGE
Clerk of the Court
SUPERIOR COURT OF THE VIRGIN ISLANDS
Division of St. Croix
RFD 2, Kingshill, St. Croix
U.S. Virgin Islands 00850

The Defendant, **JAMIL YOUSUF** (incorrectly referred to in the caption as Jamil Yousef"), by and through his undersigned attorney, James L. Hymes, III, does not

HISHAM HAMED, Individually, and derivatively, on behalf of SIXTEEN PLUS CORPORATION vs.
FATHI YUSUF, ISAM YOUSUF and JAMIL YOUSEF

SCVI/STX Civil No. SX-16-CV-650

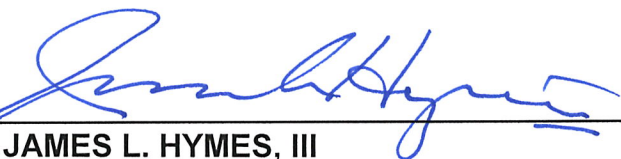
NOTICE OF SERVICE OF DEFENDANT JAMIL YOUSUF'S FIRST SET OF INTERROGATORIES TO
PLAINTIFF HISHAM HAMED, Derivatively on behalf of SIXTEEN PLUS CORPORATION

voluntarily appear in this matter, does not submit to the jurisdiction of the Court, and does not waive any objections to subject matter jurisdiction, personal jurisdiction, improper venue, insufficiency of process, insufficiency of service of process, or failure to state a claim upon which relief can be granted, or any other defense or objection which may be presented whether by pleading or motion in this action, and pursuant to the provisions of V.I. R. Civ. P. 34, provides notice that he has served his First Set of Interrogatories to the Plaintiff, **HISHAM HAMED, Derivatively on behalf of SIXTEEN PLUS CORPORATION**, by serving the original of same upon Plaintiff's counsel, Joel H. Holt, Esq., with copies to the remaining counsel of record as set forth in the Certificate of Service, below.

Respectfully Submitted,

DATED: June 19, 2018.

LAW OFFICES OF JAMES L. HYMES, III, P.C.
Counsel for Defendants –
Isam Yousuf, and Jamil Yousuf

By: 

JAMES L. HYMES, III

VI Bar No. 264

P.O. Box 990

St. Thomas, Virgin Islands 00804-0990

Telephone: (340) 776-3470

Facsimile: (340) 775-3300

E-Mail: jim@hymeslawvi.com;

rauna@hymeslawvi.com

CERTIFICATE OF SERVICE

I hereby certify this document complies with the page or word limitation set forth in V.I. R. Civ. P. 6-1(e), and that on this the 19th day of June, 2018,, I caused an exact copy of the foregoing ***“Notice of Service of Defendant Jamil Yousuf’s First Set of Interrogatories to Plaintiff Hisham Hamed, Derivatively on behalf of Sixteen Plus Corporation”*** together with the First Set of Interrogatories referred to therein, to be served electronically by e-mail, and by mailing same, postage pre-paid, to the following counsel of record:

JOEL H. HOLT, ESQ.

LAW OFFICES OF JOEL H. HOLT
2132 Company Street
Christiansted, USVI, 00820
holtvi@aol.com
Counsel for Plaintiff

CARL J. HARTMANN, III, ESQ.

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Co-Counsel for Plaintiff

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STEFAN HERPEL, ESQ.

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sherpel@dtflaw.com
ikomives@dtflaw.com
Attorneys for Defendant Fathi Yusuf

KEVIN A. RAMES, ESQ.

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Christiansted, VI 008220
kevin.rames@rameslaw.com
Attorneys for Sixteen Plus Corporation



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

HISHAM HAMED , individually, and)	
Derivatively, on behalf of SIXTEEN)	
PLUS CORPORATION,	)	CIVIL NO. SX-16-CV-650
)	
Plaintiff,	)	DERIVATIVE SHAREHOLDER
	)	SUIT, ACTION FOR DAMAGES
vs.	)	AND CICO RELIEF
)	
FATHI YUSUF, ISAM YOUSUF and	)	JURY TRIAL DEMANDED
JAMIL YOUSEF ,)	
)	
Defendants.)	
)	
and)	
)	
SIXTEEN PLUS CORPORATION ,)	
)	
a nominal Defendant,)	
)	

DEFENDANT JAMIL YOUSUF'S FIRST SET OF INTERROGATORIES
TO PLAINTIFF HISHAM HAMED, Derivatively on behalf of
SIXTEEN PLUS CORPORATION

TO: HISHAM HAMED, Derivatively on behalf of
SIXTEEN PLUS CORPORATION
c/o Joel H. Holt, Esq.
LAW OFFICES OF JOEL H. HOLT
2132 Company Street
Christiansted, USVI, 00820
holtvi@aol.com
Counsel for Plaintiff

The Defendant, **JAMIL YOUSUF** (incorrectly referred to in the caption as “Jamil Yousef”), by and through his undersigned attorney, James L. Hymes, III, does not voluntarily appear in this matter, does not submit to the jurisdiction of the Court, and does not waive any objections to subject matter jurisdiction, personal jurisdiction, improper venue, insufficiency of process, insufficiency of service of process, or failure to state a claim upon which relief can be granted, or any other defense or objection which may be presented whether by pleading or motion in this action, hereby propounds the following First Set of Interrogatories pursuant to Rule 33 of the Virgin Islands Rules of Civil Procedure (V.I.R. CIV. P.) on the Plaintiff **HISHAM HAMED, Derivatively on behalf of SIXTEEN PLUS CORPORATION.**

INSTRUCTIONS

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

If you decline to answer any Interrogatory, or portion of any Interrogatory, on a claim of privilege or other basis for withholding an answer, such as the work product doctrine, state each privilege or other basis for withholding claimed and describe in

detail all foundational facts upon which you base such claim of privilege or basis for withholding.

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

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

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

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

TERMS AND MEANINGS

The terms used in this Discovery have the following meaning:

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

copies of any writing or any other tangible thing or data compilation in your custody, possession or control - whether printed, typed, reproduced by any process, written or produced by hand, including any graphic matter however produced or reproduced, or produced by any other mechanical means and all data, either electronic, magnetic, chemical, mechanical, or other form of data storage capable of being transformed into written or oral matter, including, but not limited to, CD-ROMs, DVDs, computer disks, Hard-drive computer storage mediums - including e-mails, letters, affidavits, filings, engineering studies and/or tests, reports, agreements, communications, correspondence, permits, accounting records, business records, contracts, letters of agreements, telegrams, mailgrams, memoranda, summaries and/or records of personnel or telephone conversations, diaries, calendars, forecasts, photographs, tape recordings, facsimiles, models, statistical statements, graphs, charts, plans, drawings, service and/or pump data, logs, minutes or records of meetings, minutes or records of conferences, reports and/or summaries of interviews, reports, conversations, summaries of investigations, opinions or reports of consultants, topographical or geological maps or surveys, appraisals, records, reports or summaries of negotiations, drafts of any document, revisions of drafts of any document, purchase orders, invoices, receipts, original or preliminary notes, financial statements, accounting work papers, promissory notes, film, microfilm, microfiche, punch cards, slides, pictures, videotapes, moving pictures, computer programs, laboratory results, magnetic tapes or any other

matter which is capable of being read, heard or seen with or without mechanical or electronic assistance.

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

"Diamond Keturah" means the property described as those parcels and remainders of parcels, and road plots set forth and described in seventeen (17) separate listings ("Diamond Keturah") in Exhibit A to the First Priority Mortgage dated September 15, 1997.

"Note" and/or "Mortgage" refers to the Note and Mortgage between Manal Yousef and Sixteen Plus as to the property known as Diamond Keturah on St. Croix, USVI.

"Hamed family members" means any person with a financial interest in Sixteen Plus Corporation and any other person related by blood or marriage.

"You" or "Your" or "Yourself" means the Plaintiff, **HISHAM HAMED, Derivatively on behalf of SIXTEEN PLUS CORPORATION.**

**HISHAM HAMED, Individually, and derivatively, on behalf of SIXTEEN PLUS CORPORATION vs.
FATHI YUSUF, ISAM YOUSUF and JAMIL YOUSEF**
SCVI/STX Civil No. SX-16-CV-650
DEFENDANT JAMIL YOUSUF'S FIRST SET OF INTERROGATORIES TO PLAINTIFF HISHAM HAMED,
Derivatively on behalf of SIXTEEN PLUS CORPORATION

INTERROGATORIES

Interrogatory No. 1:

State your name, including all spellings used, nicknames, date of birth, residence address, business address, telephone number, occupation, and position and that of any person aiding or assisting you in the preparation or formulation of the answers to these interrogatories.

RESPONSE:

HISHAM HAMED, Individually, and derivatively, on behalf of SIXTEEN PLUS CORPORATION vs.
FATHI YUSUF, ISAM YOUSUF and JAMIL YOUSEF
SCVI/STX Civil No. SX-16-CV-650
DEFENDANT JAMIL YOUSUF'S FIRST SET OF INTERROGATORIES TO PLAINTIFF HISHAM HAMED,
Derivatively on behalf of SIXTEEN PLUS CORPORATION

Interrogatory No. 2:

List and describe separately each record, document, electronically stored information, or other tangible thing consulted by you in the preparation of the answers to any of these interrogatories other than as identified in other answers to these interrogatories.

RESPONSE:

Interrogatory No. 3:

Describe in detail the alleged conspiracy forming the basis of this action, identify each person or entity who entered into or participated in the alleged conspiracy, and set forth the factual basis for the allegations that:

- a. such conspiracy existed;
- b. certain acts done in furtherance of it were done willfully, intentionally, wantonly, and outrageously with the intent to harm you, Sixteen Plus Corporation or Hamed family member and/or to benefit the defendants, Manal Yousef, and others, including the co-conspirators, at the expense of the you, Sixteen Plus Corporation or Hamed family members;
- c. the name, address and telephone number of each person having knowledge of the factual basis of this allegation; and
- d. if this allegation is based upon any documents obtained from any source, identify these documents.

RESPONSE:

HISHAM HAMED, Individually, and derivatively, on behalf of SIXTEEN PLUS CORPORATION vs.
FATHI YUSUF, ISAM YOUSUF and JAMIL YOUSEF
SCVI/STX Civil No. SX-16-CV-650
DEFENDANT JAMIL YOUSUF'S FIRST SET OF INTERROGATORIES TO PLAINTIFF HISHAM HAMED,
Derivatively on behalf of SIXTEEN PLUS CORPORATION

Interrogatory No. 4:

State with specificity the identity (in proper citation form) and nature of all federal and territorial criminal and civil criminal activity or other criminal statute, code, rule, ordinance or regulation that you claim were violated by the defendants or Manal Yousef, setting forth the manner how each defendant or said person violated each such law.

RESPONSE:

HISHAM HAMED, Individually, and derivatively, on behalf of SIXTEEN PLUS CORPORATION vs.
FATHI YUSUF, ISAM YOUSUF and JAMIL YOUSEF
SCVI/STX Civil No. SX-16-CV-650
DEFENDANT JAMIL YOUSUF'S FIRST SET OF INTERROGATORIES TO PLAINTIFF HISHAM HAMED,
Derivatively on behalf of SIXTEEN PLUS CORPORATION

Interrogatory No. 5:

Other than the violations of law set forth in response to the preceding interrogatory, list each defendant and state the alleged misconduct and basis of liability of each defendant.

RESPONSE:

HISHAM HAMED, Individually, and derivatively, on behalf of SIXTEEN PLUS CORPORATION vs.
FATHI YUSUF, ISAM YOUSUF and JAMIL YOUSEF
SCVI/STX Civil No. SX-16-CV-650
DEFENDANT JAMIL YOUSUF'S FIRST SET OF INTERROGATORIES TO PLAINTIFF HISHAM HAMED,
Derivatively on behalf of SIXTEEN PLUS CORPORATION

Interrogatory No. 6:

List the alleged wrongdoers, other than the defendants listed above, and state the alleged misconduct of each and every other wrongdoer.

RESPONSE:

HISHAM HAMED, Individually, and derivatively, on behalf of SIXTEEN PLUS CORPORATION vs.
FATHI YUSUF, ISAM YOUSUF and JAMIL YOUSEF
SCVI/STX Civil No. SX-16-CV-650
DEFENDANT JAMIL YOUSUF'S FIRST SET OF INTERROGATORIES TO PLAINTIFF HISHAM HAMED,
Derivatively on behalf of SIXTEEN PLUS CORPORATION

Interrogatory No. 7:

List the alleged victims, and state the manner how each victim was allegedly injured.

RESPONSE:

Interrogatory No. 8:

For each civil CICO claim which you allege in the pleadings, describe in detail the pattern of criminal activity or collection of unlawful debts, setting forth as to each incident comprising criminal and civil criminal conduct:

- a. the alleged predicate acts;
- b. the specific federal or territorial statutes, codes, rules ordinances or regulations which are allegedly violated;
- c. the date, time and place where the predicate acts were performed;
- d. the names, addresses and telephone numbers of all the participants in the predicate acts;
- e. a description of the facts surrounding the predicate acts;
- f. the manner, if any, each individual criminal conduct was related to another (*i.e.*, having the same similar purpose, result, participants, victim(s), method of commission, or other means of relationship);
- g. if the CICO claim is based on the predicate offense of wire fraud or mail fraud, provide the circumstances constituting the fraud with particularity, including the identity of time, place, and contents of the alleged misrepresentations, and the names, addresses and telephone numbers of the persons to whom and by whom the alleged misrepresentations were made;
- h. whether there has been a criminal conviction in regard to the predicate acts;
- i. whether civil litigation has resulted in a judgment in regard to the predicate acts;
- j. a description of how the predicate acts form a pattern of criminal activity; and
- k. whether the alleged predicate acts relate to each other as part of a common plan or purpose, and, if so, describe the plan or purpose in detail.

RESPONSE:

Interrogatory No. 9:

State whether the existence of an “enterprise” is alleged within the meaning of 14 V.I.C. § 604(h) and, if so, for such enterprise, provide the following:

- a. the names, addresses and telephone numbers of the individuals, sole proprietorships, partnerships, corporations, trusts, or other legal entities, or any unions, associations, or groups of persons even though not a legal entity which allegedly constitute the enterprise;
- b. the structure, purpose, function, and course of conduct of the enterprise;
- c. whether any of the defendants are employees, officers, or directors of the alleged enterprise;
- d. whether any defendants are associated with the alleged enterprise;
- e. whether the defendants are individuals or entities separate from the alleged enterprise, or that the defendants are the enterprise itself, or members of the enterprise; and
- f. if any of the defendants are alleged to be the enterprise itself, or members of the enterprise, explain whether such defendants are perpetrators, passive instruments, or victims of the alleged criminal activity.

RESPONSE:

HISHAM HAMED, Individually, and derivatively, on behalf of SIXTEEN PLUS CORPORATION vs.
FATHI YUSUF, ISAM YOUSUF and JAMIL YOUSEF
SCVI/STX Civil No. SX-16-CV-650
DEFENDANT JAMIL YOUSUF'S FIRST SET OF INTERROGATORIES TO PLAINTIFF HISHAM HAMED,
Derivatively on behalf of SIXTEEN PLUS CORPORATION

Interrogatory No. 10:

Describe in detail the acquisition or maintenance of any interest in or control of the alleged enterprise or real property.

RESPONSE:

HISHAM HAMED, Individually, and derivatively, on behalf of SIXTEEN PLUS CORPORATION vs.
FATHI YUSUF, ISAM YOUSUF and JAMIL YOUSEF
SCVI/STX Civil No. SX-16-CV-650
DEFENDANT JAMIL YOUSUF'S FIRST SET OF INTERROGATORIES TO PLAINTIFF HISHAM HAMED,
Derivatively on behalf of SIXTEEN PLUS CORPORATION

Interrogatory No. 11:

State and describe in detail whether you are alleging that the pattern of criminal activity and the enterprise are separate or have merged into one entity.

RESPONSE:

HISHAM HAMED, Individually, and derivatively, on behalf of SIXTEEN PLUS CORPORATION vs.
FATHI YUSUF, ISAM YOUSUF and JAMIL YOUSEF
SCVI/STX Civil No. SX-16-CV-650
DEFENDANT JAMIL YOUSUF'S FIRST SET OF INTERROGATORIES TO PLAINTIFF HISHAM HAMED,
Derivatively on behalf of SIXTEEN PLUS CORPORATION

Interrogatory No. 12:

Describe the alleged relationship between the activities of the enterprise and the pattern of criminal activity, and discuss how the criminal activity differs from the usual and daily activities of the enterprise, if at all.

RESPONSE:

HISHAM HAMED, Individually, and derivatively, on behalf of SIXTEEN PLUS CORPORATION vs.
FATHI YUSUF, ISAM YOUSUF and JAMIL YOUSEF
SCVI/STX Civil No. SX-16-CV-650
DEFENDANT JAMIL YOUSUF'S FIRST SET OF INTERROGATORIES TO PLAINTIFF HISHAM HAMED,
Derivatively on behalf of SIXTEEN PLUS CORPORATION

Interrogatory No. 13:

Describe what benefits, if any, the alleged enterprise receives from the alleged pattern of criminal activity, including fraud and embezzlement, and if you contend that defendants in any way stated or suggested to you that the defendants would not benefit from your action or inaction in connection with the activities alleged in your pleadings, please describe each such statement or suggestion, including when, where, and by whom each was made.

RESPONSE:

HISHAM HAMED, Individually, and derivatively, on behalf of SIXTEEN PLUS CORPORATION vs.
FATHI YUSUF, ISAM YOUSUF and JAMIL YOUSEF
SCVI/STX Civil No. SX-16-CV-650
DEFENDANT JAMIL YOUSUF'S FIRST SET OF INTERROGATORIES TO PLAINTIFF HISHAM HAMED,
Derivatively on behalf of SIXTEEN PLUS CORPORATION

Interrogatory No. 14:

Describe the alleged injury to you, the business or property including, but not limited to, personal property and/or real property such as Diamond Keturah and give an itemized account of any and all expenses and financial losses claimed by you, identify all documents, communications or conversations concerning your alleged damages, identify all persons who have knowledge relating to each claimed element of damages, for each such person set forth a detailed summary of that person's knowledge, and, if applicable, identify the health care providers and describe in detail each and every examination or treatment by any doctor, physician, medical practitioner, hospital, clinic or other institution with respect to any injury, illness or disability.

RESPONSE:

HISHAM HAMED, Individually, and derivatively, on behalf of SIXTEEN PLUS CORPORATION vs.
FATHI YUSUF, ISAM YOUSUF and JAMIL YOUSEF
SCVI/STX Civil No. SX-16-CV-650
DEFENDANT JAMIL YOUSUF'S FIRST SET OF INTERROGATORIES TO PLAINTIFF HISHAM HAMED,
Derivatively on behalf of SIXTEEN PLUS CORPORATION

Interrogatory No. 15:

Describe the direct causal relationship between the alleged injury and the violation of the CICO statute.

RESPONSE:

HISHAM HAMED, Individually, and derivatively, on behalf of SIXTEEN PLUS CORPORATION vs.
FATHI YUSUF, ISAM YOUSUF and JAMIL YOUSEF
SCVI/STX Civil No. SX-16-CV-650
DEFENDANT JAMIL YOUSUF'S FIRST SET OF INTERROGATORIES TO PLAINTIFF HISHAM HAMED,
Derivatively on behalf of SIXTEEN PLUS CORPORATION

Interrogatory No. 16:

List the damages sustained by reason of each violation claimed, including but not limited to 14 V.I.C. § 605, indicating the amount for which each defendant is allegedly liable and identify all documents related to your claim for punitive damages.

RESPONSE:

HISHAM HAMED, Individually, and derivatively, on behalf of SIXTEEN PLUS CORPORATION vs.
FATHI YUSUF, ISAM YOUSUF and JAMIL YOUSEF
SCVI/STX Civil No. SX-16-CV-650
DEFENDANT JAMIL YOUSUF'S FIRST SET OF INTERROGATORIES TO PLAINTIFF HISHAM HAMED,
Derivatively on behalf of SIXTEEN PLUS CORPORATION

Interrogatory No. 17:

Identify any documents, correspondence or communications received from or made to any territorial or federal law enforcement or regulatory agency regarding the facts and circumstances surrounding the claims of yours that are the subject of the present litigation.

RESPONSE:

Interrogatory No. 18:

State whether you, Sixteen Plus Corporation, any Hamed family member, or any other person at any time have had any communications – oral, written or otherwise – with any party to this action or person identified in the complaint concerning the subject matter of this litigation, and if so, set forth as to each communication:

- a. the date and time when each communication took place;
- b. the location where each communication took place;
- c. the names, addresses and telephone numbers of all persons who were present during, or who participated in, each communication;
- d. whether the communication was oral or written;
- e. the substance of each communication;
- f. the medium, if any, through which such communication was made (e.g., telephone, mail, e-mail, messenger, etc.);
- g. when, where, and how such communication became known to you, identifying each person involved;
- h. each fact known to you which indicates that the defendant should have expected or foreseen that such communication would reach you;
- i. each fact known to you which indicates that defendant intended such communication to reach you; and
- j. the identity of all documents (including but not limited to telephone bills) that refer to relate in any way to each communication.

RESPONSE:

Interrogatory No. 19:

Identify all photographs, films, videotapes, audio tapes and recordings, whether in your possession or in the possession of other persons or entities, depicting any of the facts, circumstances, allegations, injuries or damages which are the subject of the present litigation, noting the:

- a. the date and time when taken;
- b. the location where taken;
- c. the name, address and telephone number of each person who took each photograph, film, video, audio or recording;
- d. the subject matter of each photograph, film, video, audio or recording; and
- e. the name, address and telephone number of each person who has custody of each photograph, film, video, audio or recording.

RESPONSE:

Interrogatory No. 20:

State whether you have obtained any oral or written statement from any person concerning the subject matter of this litigation, and if so, set forth as to each statement:

- a. the name, address and telephone number of each person from whom a statement, signed, unsigned or otherwise recorded, was obtained;
- b. the name, address and telephone number of each person present at the time of the statement;
- c. if oral, whether the statement was recorded and/or transcribed, and if so, the name, address and telephone number of the person who has custody of the recording or transcription;
- d. if oral and not record or transcribed, the substance of the statement and state when and by whom it was made; and
- e. if written, set forth such statement or representation, state when and by whom it was made, and the identity of and custodian of all written statements.

RESPONSE:

Interrogatory No. 21:

State whether any declarations against interest were made by any person having knowledge relevant to the subject matter of this litigation, and if so, set forth as to each declaration:

- a. the date and time when each declaration was made;
- b. the location where each declaration was made;
- c. the name, address and telephone of the person who made each declaration;
- d. the name and address of the person to whom the declaration against interest was made;
- e. the names, addresses and telephone number of all persons present when each declaration was made;
- f. the substance of each declaration; and
- g. the identity of and custodian of all documents that refer or relate in any way to each declaration.

RESPONSE:

Interrogatory No. 22:

State whether any admissions with respect to the subject matter of this litigation were made, and if so, set forth as to each admission:

- a. the date and time when each admission was made;
- b. the location where each admission was made;
- c. the name and address of the person who made each admission;
- d. the names, addresses and telephone number of all persons present when each admission was made;
- e. the substance of each admission; and
- f. the identity of and custodian of all documents that refer or relate in any way to each admission.

RESPONSE:

HISHAM HAMED, Individually, and derivatively, on behalf of SIXTEEN PLUS CORPORATION vs.
FATHI YUSUF, ISAM YOUSUF and JAMIL YOUSEF
SCVI/STX Civil No. SX-16-CV-650
DEFENDANT JAMIL YOUSUF'S FIRST SET OF INTERROGATORIES TO PLAINTIFF HISHAM HAMED,
Derivatively on behalf of SIXTEEN PLUS CORPORATION

Interrogatory No. 23:

Identify all persons by name, home and business address, telephone numbers, occupation, and employment position having knowledge of the facts relevant to the subject matter of this litigation including assertions or denials and claims and defenses, in whole or in part, of any paragraph of the pleadings, describe in detail the extent and nature of their knowledge, and whether there is a written or recorded statement taken from each person with knowledge of this information.

RESPONSE:

HISHAM HAMED, Individually, and derivatively, on behalf of SIXTEEN PLUS CORPORATION vs.
FATHI YUSUF, ISAM YOUSUF and JAMIL YOUSEF
SCVI/STX Civil No. SX-16-CV-650
DEFENDANT JAMIL YOUSUF'S FIRST SET OF INTERROGATORIES TO PLAINTIFF HISHAM HAMED,
Derivatively on behalf of SIXTEEN PLUS CORPORATION

Interrogatory No. 24:

Identify any and all documents which pertain to and/or support your contention that the language contained in your pleadings confer sufficient standing on you to pursue a fraud, embezzlement or CICO claim against Manal Yousef, Isam Yousuf, or Jamil Yousuf in this case.

RESPONSE:

HISHAM HAMED, Individually, and derivatively, on behalf of SIXTEEN PLUS CORPORATION vs.
FATHI YUSUF, ISAM YOUSUF and JAMIL YOUSEF
SCVI/STX Civil No. SX-16-CV-650
DEFENDANT JAMIL YOUSUF'S FIRST SET OF INTERROGATORIES TO PLAINTIFF HISHAM HAMED,
Derivatively on behalf of SIXTEEN PLUS CORPORATION

VERIFICATION

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

Dated: _____

HISHAM HAMED, Derivatively on behalf of
SIXTEEN PLUS CORPORATION

_____)
_____) ss.
_____)

On this, the _____ day of 2018, before me, the undersigned officer, personally appeared **HISHAM HAMED**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document Derivatively on behalf of **SIXTEEN PLUS CORPORATION**, being authorized so to do, as the _____ of Sixteen Plus Corporation, and acknowledged that he executed the same for the purpose therein contained.

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

Notary Public
Commissioner Expires: _____