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

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

FATHI YUSUF'S REPLY TO HAMED'S OPPOSITION TO YUSUF'S MOTION FOR RECONSIDERATION OF MASTER'S NOVEMBER 14, 2018 ORDER

Hamed argues that Yusuf has failed to clearly articulate the specific errors he contends the Master has made in his November 14, 2018 Order (the "Order"). Yusuf disagrees with Hamed's characterization. However, to be clear, Yusuf has set forth three errors with the Order, all are found in Section 2, entitled "Integra Report" at p. 10.

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I. ERROR 1: The language the Master deems to be a concession by Yusuf, cannot suffice as a judicial admission or have a judicial estoppel effect (even if it had not been abandoned–which it was) and, therefore, cannot operate to preclude Yusuf's Claim Y-13 for the loss of the going concern value of Plaza Extra-West.

The first error is the Master's finding "that Yusuf has already conceded that Plaza Extra-West cannot be sold as a going concern" because of language that Yusuf used in his very first draft of a proposed wind up plan, attached to a motion (submitted on April 7, 2014 and found in Section 8(A), seeking to appoint a master for judicial supervision of winding up of the partnership or, alternatively for a receiver), in which Yusuf debates whether the stores can be sold as going concerns in a provision entitled "Sale of Plaza Extra Stores as Going Concern vs. Liquidation." *See* Order, p. 10. This language does not rise to the level of a judicial admission. Rather, this type of document; i) merely proposed language, as opposed to a factual statement, ii) was attached to a motion, as opposed to a pleading, iii) in a filing which had no dispositive effect, iv) to advocate for an equitable process to unwind a business operation, which the Court later invited the parties to propose and comment on various options, v) which was later abandoned by Yusuf and, vi) never became part of the Final Wind Up Plan as it was completely eliminated and thus, never accepted by the Court—cannot be deemed an admission and, thus, cannot serve as a basis to deny Yusuf his claim for the loss of going concern value of Plaza Extra-West.

It was a mistake of law for the Master to hold that the claim had been conceded by Yusuf without providing any legal explanation for such a concession. As previously addressed in Yusuf's Motion for Reconsideration, Yusuf's original-but-later-abandoned position cannot be the subject of judicial estoppel. Likewise, his initial (and subsequently corrected) argument as to the

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difficulty in quantifying the going concern value of Plaza Extra-West does not constitute a judicial admission. Rather, only "facts asserted in pleadings may be regarded as 'judicial admissions' which are binding on the party asserting them for the purpose of that case." *Sobratti v. Tropical Shipping and Const. Co., Ltd.*, 267 F.Supp.2d 455, 463 (D.V.I., 2003). "Given the seriousness of pleadings...factual assertions made in pleadings are binding on the party asserting the fact, absent a later amendment." *Id.* Furthermore, an attorney's arguments are no more than "statements [which] constitute the legal opinion of Plaintiff's counsel and are not facts of which the Court may take judicial notice under the doctrines of judicial admissions and judicial estoppel." *Ford v. Virgin Islands Department of Education*, 2016 WL 3606304, at *10 (V.I. Super., 2016) (footnotes omitted).[1]

The statement that the Master deems to be a "concession" is neither a pleading[2], a statement of a party in an affidavit, nor any other type of sworn admission of the party. Rather, it was:

a) proposed language in an initial draft wind up plan (as opposed to a factual statement) that was attached to a motion;
b) made by counsel (not a statement of the party);
c) made in a filing which had no dispositive effect (i.e. not in response to a summary judgment motion or a motion to dismiss);
d) to advocate for an equitable process to unwind a business operation which the Court later invited the parties to propose and comment on various options (as opposed to a pleading or other factual statement);
e) which was later abandoned (*see* Yusuf's October 28, 2014 arguments); and,

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[1] *See also Fletcher v. Eagle River Memorial Hosp., Inc.*, 156 Wis. 2d 165, 179 (Wis. 1990) ("[A] party should not be bound by any misunderstanding or misapprehension of the law ... 'This rule [in respect to judicial admissions], however, is limited to statements or admissions as to matters of fact. Statements or admissions relative to questions of law are not admissible ... for the reason that a party should not be affected by a statement which may be attributable to a misapprehension of his legal rights") (quoting *City of Okmulgee v. Wall*, 167 P.2d 44, 46, 196 Okl. 536 (1946)).

[2] V.I. R. Civ. P. 7(a) identifies the documents considered to be "pleadings."

f) which was never accepted by the Court (*see* Final Wind Up Plan in which Subpart A of Section 8 was completely eliminated).

A side-by-side comparison of Yusuf's April 7, 2014 proposed language in Section 8 (A)(which the Master has deemed a concession) and the Final Wind Up Plan in Section 8, reveal that the language was not accepted. In fact, the entire Subpart (A) was completely eliminated.

April 7, 2014 **Initial Proposed Language in Section 8(A)**	**January 7, 2015** **Final Wind Up Plan, Section 8** (Subsection A was completely eliminated)
Section 8. PLAN OF LIQUIDATION AND WINDING UP A. Sale of Plaza Extra Stores as Going Concern vs. Liquidation. The Plaza Extra Stores cannot be sold as a going concern because of the absence of commercial leases for Plaza Extra -- East and Plaza Extra - West and the existence of only a short term (less than 5 years) remaining on the lease between United and Tutu Park Mall, Ltd. for Plaza Extra – Tutu Park. Hence, liquidation of the Plaza Extra Stores is warranted.	FINAL WIND UP PLAN OF THE PLAZA EXTRA PARTNERSHIP Page 6 of 9 **Section 8. PLAN OF LIQUIDATION AND WINDING UP** **1) Plaza Extra-East** Yusuf will purchase from the Partnership the following elements of the existing business operation known as Plaza Extra-East: the inventory at one half of the landed cost and the equipment at its depreciated value, as mutually determined by the Partners. In the event the Partners cannot agree, such value shall be determined by a qualified appraiser selected by the Master. In the event . . . **3) Plaza Extra-West** Hamed will purchase from the Partnership the following elements of the existing business operation known as Plaza Extra-West: inventory at one half of the landed cost and the equipment at its depreciated value, as mutually determined by the Partners. In the event the Partners cannot agree, such value shall be determined by a qualified appraiser selected by the Master. In the event FINAL WIND UP PLAN OF THE PLAZA EXTRA PARTNERSHIP Page 7 of 9 that Hamed is unwilling to pay the appraised value of the equipment, the same shall be sold at public auction under the direction and supervision of the Master. Upon payment for the inventory, and upon payment (or auction and distribution of the proceeds) for the equipment, Hamed will assume full ownership and control and may continue to operate Plaza Extra-West without any further involvement of Yusuf, Yusuf's sons or United, and free and clear of any claims or interests of Yusuf or United. Hamed will be entitled to a recordable non-exclusive easement for the existing sewage line servicing Plaza Extra-West, which shall not preclude Plessen Enterprises, Inc., the owner of the servient parcel, from reserving the right to tap into and to utilize such sewage line.

Ironically, it was Hamed, who protested the loudest against Yusuf's initial proposed wind up plan, claiming it to be "fatally flawed" because, *inter alia*, it failed to capture the going concern value of the Plaza Extra Stores and thus, would harm the partners and result in a series of additional woes that would befall those impacted by any failure to keep the stores operating as going concerns. *See* **Exhibit 1** - Hamed's Response to Motion to Appoint Master for Partnership Wind Up and his attached initial proposed wind up plan, p. 3 dated April 30, 2014. In Hamed's

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Response to Yusuf's April 7, 2014 submission, Hamed advocated that the Plaza Extra Stores should be allowed to continue their operations, thereby "maximizing the value of the partnership assets" and that the Master shall "attempt to sell the three Plaza Extra Supermarkets…**as a single going concern** to a third party." *Id.* at p. 4 and Hamed's Proposed Plan, p. 7 and10. (emphasis added). Espousing the virtues of his plan, Hamed claimed that "**Yusuf will receive far more under Hamed's Plan [which captures the going concern value] than under his proposed plan**" and that "[E]veryone will do much better *financially*, including Yusuf…with each Partner to receive maximum value for their respective interests" and allowing the businesses to continue to operate. *See* Exhibit 1 - Hamed's Response, p. 5. In Hamed's initial proposed plan he provided:

Hamed's April 30, 2014 Proposed Plan
Section 8, Subpart A – Sale of Plaza Extra Stores as Going Concern

Section 8. PLAN OF LIQUIDATION AND WINDING UP

A. Sale of Plaza Extra Stores as Going Concern

The sale of two or more Plaza Extra Supermarkets shall be pursued as set forth in either Option 1 or Option 2 in Section 4, above.

First Option ("Option 1") - The Liquidating Partner will first attempt to negotiate (1) with United Corporation for an agreement to lease the Plaza Extra-East Store for ten years with two 10 year renewal options on the East Store, and (2) with the holder of the Replacement Lease for the Plaza Extra-West Store for the right to assign those leasehold interests (which the holder is agreeable to doing if United Corporation agrees to a lease for the Sion Farm Store). If said negotiations are successful within 30 days of the Court's approval of this Plan, the Master will then attempt to sell the three Plaza Extra Supermarkets with those two leases and the current lease for the Plaza Extra-Tutu Park store as a single going concern to a third party buyer not affiliated with the interests of either current partner at the best price obtainable, with the Liquidating Partner using the

. . .

This Option will be undertaken so as to maximize the recovery of funds for the Partnership, guarantee the continued operation of the three stores and the continued employment of the employees.

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Hamed entitled Subpart A – "Sale of Plaza Extra Stores as Going Concern" demonstrating his belief then that the stores possessed going concern value. Clearly, Hamed believed that continuing the store operations and selling them as going concerns was "the most practical method" by which to proceed with a dissolution–a position, Hamed now wishes to ignore. *See* Exhibit 1 - Hamed's Response, p. 5. If the Master seeks to hold the parties to proposed language offered by their counsel in their effort to arrive at an equitable means to wind up the partnership, then Hamed's statements that the Plaza Extra Stores should be sold as a "going concern" thereby "maximizing the value of the partnership assets" should be held against Hamed—precluding him from now arguing that a going concern value cannot be ascribed to Plaza Extra-West and that Yusuf's claim to recover it should be stricken.

It is clear that Judge Brady had the benefit of these various positions (and the others that followed) as the contours of the final wind up plan was developed. The Master has already determined that the Final Wind Up Plan did not preclude the claim and thus, it was error for him to find that certain language in a filing made more than 4½ years ago, which cannot constitute an admission by any set of criteria, somehow operates to preclude Yusuf's claim. Therefore, Yusuf respectfully submits the Master must revisit the decision.

II. ERROR 2: It was error for the Master to have found that Yusuf did not abandon his earlier position that a going concern value could not be calculated as Yusuf's subsequent filings advocated for a closed-bid auction that was designed to capture the going concern value.

The second error is the Master's finding that Yusuf did not abandon his earlier position because: a) "Yusuf never states that he 'recognized that this position [absence of going concern value] was incorrect' in the October 28, 2014 document" and, b) Yusuf's suggestion of a "close bid sale for Plaza Extra-West" was made "without any discussion of his alleged change of

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position with regards to the 'going concern' value of Plaza Extra-West." The Master failed to recognize that the closed-bid auction was a means to capture and quantify the going concern value of the Plaza Extra-West.[3] Therefore, the Master overlooked Yusuf's argument as he misunderstood the significance of the closed bid process as a means to capture the going concern value of Plaza Extra-West and that Yusuf had, in fact, abandoned his earlier position.

In Yusuf's Response to Hamed's Comments Concerning the Court's Proposed Wind-Up Plan dated October 28, 2014, he argued for a process, which will capture this going concern value, to wit:

> ...if the Court is going to deviate from McCormick, it should adopt a plan that maximizes partnership value in a windup and sale. Bidding of the kind Hamed now proposes for Plaza Extra Tutu Park is the best way to accomplish that, but it should be applied to the West store as well, *albeit without the Hamed lease that tilts the tables, hands the Hameds the right to operate the store without paying up front for that right, and results in far less partnership value being realized upon windup.*

See October 28, 2014 Response at p. 6 and proposed plan attached thereto as Exhibit 3 at p. 6-7. This is advocating for a process that will capture the going concern value of Plaza Extra-West.

Hamed mischaracterizes Yusuf's arguments in his Opposition and makes a circular argument. Hamed claims that the "Master found that while Yusuf changes his mind about *how* he wanted the Court to transfer the Plaza Extra-West store, he did not 'change his mind' about

[3] Hamed contends that Yusuf did not point out specifically where the argument (which Yusuf contends was overlooked) had been previously raised. *See* Hamed's Opposition, p. 6. Yusuf shows that the argument was raised by Yusuf in his Opposition Brief dated January 11, 2018 at n. 3, p. 6. Although the Master referenced this argument in the Order at page 10, he ultimately overlooked it because he failed to recognize that when Yusuf was advocating for a "closed bid" sale of Plaza Extra-West, he was advocating for a means by which to capture its going concern value. As all of the parties are aware, the "closed-bid" process utilized for Plaza Extra-Tutu Park clearly captured the going concern value of that store. Coincidentally, the going concern value realized for Plaza Extra-Tutu Park is in-line and comparable to the value determined by Integra for Plaza Extra-West.

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the fact that the West store could not be sold as a 'going concern' since it did not have a lease." Hamed's Opposition, p. 4. First–it is not a "fact" that Plaza Extra-West could not be sold as a going concern as Hamed himself argued that it could and should so as to maximize the value of the partnership's assets. Second—transferring the stores through a "closed bid" process captures and operates to quantify the going concern value of the store to the purchasing partner. Third—this is what happened with Plaza Extra-Tutu Park. The value realized for Plaza Extra-Tutu Park as a result of the bidding between the partners quantified the value of the store well beyond simply the value of its inventory and equipment. The process captured the going concern value of the store. Yusuf lost this value as to the Plaza Extra-West store and has made a claim to recover it. His expert has quantified that value and took into account that reasonable business valuations would account for rent and thus, reduced the value attributed to the Plaza Extra-West store. Had the expert failed to consider a reasonable rental rate, then his evaluation would have been overstated. As the Master already found, nothing in the Plan precluded Yusuf from seeking to recover that lost going concern value and Yusuf submits that it was error for the Master to have precluded Yusuf's claims based upon an alleged concession that was clearly abandoned.

Hence, the Order fails to recognize the substance of Yusuf's earlier arguments in its holding that because "Yusuf suggested a close bid sale for Plaza Extra-West without any discussion of his alleged change of position with regards to the 'going concern' value of Plaza Extra-West," that Yusuf "has already conceded" that Plaza Extra-West "cannot be sold as a going concern." *See* Order, p. 10. This is clearly a mistake which overlooks the substance of the arguments raised by Yusuf and requires the Master to revisit his decision.

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III. ERROR 3: It was error for the Master to circumvent the merits of Yusuf's claim and, instead, dispose of that claim based upon an alleged concession without any legal basis.

Hamed contends that "[T]he motion to strike was granted on November 14, 2018, based on the fact that there was no lease for Plaza Extra-West." *See* Hamed's Opposition, p. 2. This is incorrect. The Motion was granted because the Master deemed Yusuf to have conceded (based upon language that could not constitute a concession) that Plaza Extra-West could not be sold as a going concern (a position Hamed strongly refuted in 2014). The Master did not resolve the issue on the merits. "Through the precedent of the Supreme Court of the Virgin Islands, this jurisdiction has a particularly strong policy against the dismissal of actions prior to a trial on the merits." *St. Thomas & St. John Police Benevolent Association v. Virgin Islands Police Department*, 2016 WL 4581322, at *3 (V.I. Super., 2016) (citing *Adams v. North West Co., Inc.*, 2015 V.I. LEXIS 123, *18-19, 2015 WL 10568375 (V.I. Super. Ct. Oct. 6, 2015) (citing *Joseph,* 54 V.I. at 650) ("Both this Court and the United States Supreme Court have recognized that there is a strong preference for trial courts to decide doubtful cases on their merits rather than dismiss them for a failure to strictly follow purely procedural rules")); *Spencer*, 2009 V.I. Supreme LEXIS 25, at *8-9, 2009 WL 1078144 ("[I]t is preferred that cases be decided on the merits and any doubts should be resolved in favor of this preference") (citations omitted).

Yusuf has submitted an expert report that quantified the going concern value and addressed the issue of accounting for a lease. Hamed offered no such expert opinion. At the very least, the calculations and assessments proffered by Yusuf's expert and any attacks on those opinions, go to the weight rather than admissibility and thus, the claim should not be stricken but rather submitted to the Master for a full review of the evidence and arguments. Instead, the

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Master avoided any such considerations and struck the claim based upon a perceived, albeit incorrect, concession.

CONCLUSION AND RELIEF REQUESTED

For all of the foregoing reasons, Yusuf respectfully requests the Master to grant his motion for reconsideration and rule that Yusuf's Claim – Y-13 for loss of the "going concern" value of Plaza Extra-West has not been conceded by Yusuf and should be allowed to proceed because the Wind Up Plan does not preclude the claim.

Respectfully submitted,

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DATED: December 18, 2018

By: ______________________

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CERTIFICATE OF SERVICE

I hereby certify that on this 18th day of December, 2018, I caused the foregoing **YUSUF'S REPLY TO HAMED'S OPPOSITION TO YUSUF'S MOTION FOR RECONSIDERATION OF NOVEMBER 14, 2018 ORDER,** which complies with the page and word limitations of Rule 6-1(e), to be served upon the following via the Case Anywhere docketing system:

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EXHIBIT 1

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

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

PLAINTIFF'S RESPONSE TO DEFENDANTS' MOTION TO APPOINT MASTER FOR JUDICIAL SUPERVISION OF PARTNERSHIP WINDING UP OR, IN THE ALTERNATIVE TO APPOINT RECEIVER TO WIND UP PARTNERSHIP

On April 7th Defendants moved for the appointment of a Master to supervise the winding up of the Plaza Extra Supermarket Partnership[1]—a Partnership that Fathi Yusuf and United now both concede *does exist* despite 20 months of protracted litigation contesting this precise point. This concession confirms, among other things, that the three Plaza Extra Supermarkets are Partnership assets as are the funds in all bank accounts, including the Popular Securities account.[2] This concession, however, was

[1] Defendants' motion concedes almost all of Plaintiff's First Amended Complaint, including the request for a Master at p.15.

[2] Indeed, Yusuf concedes that other assets in United's name (like the St. Thomas lease, the Plaza Extra name and claims against third parties) as well as certain liabilities (like the lawsuits against it arising out of the supermarket operations) are actually Partnership assets and liabilities.

not done out of altruism, but for spite, as discussed herein.

I. Dissolution of the Partnership is a non-issue.

Having finally conceded that a Partnership exists, Defendants then have Fathi Yusuf attempt to give notice that he is dissolving the partnership pursuant to 26 V.I.C. § 173(a). This attempt overlooks one critical issue raised in the First Amended Complaint—that Fathi Yusuf should be dissociated from the Partnership pursuant to 26 V.I.C. § 121(5). Clearly an election by a partner under § 173(a) to dissolve a partnership is only available to a partner who is not wrongfully disassociated from the partnership.[3] Recognizing the weakness of their "new" position, Defendants argue in the alternative that the Partnership was dissolved in 1996 or in March of 2012, which points were both rejected in this Court's April 25th Preliminary Injunction Memorandum as well as by the Supreme Court.

However, the infirmities of Yusuf's attempted notice of dissolution are now moot, as Mohammad Hamed likewise has given notice that *he* is dissolving the partnership. See **Exhibit 1.** Thus, the lengthy legal argument raised in Defendants' memorandum as to Yusuf's alleged "right" to dissolve the partnership needs no response. As dissolution is the stated preference of both partners all of these arguments are now moot.

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[3] While Defendants may argue that Yusuf has not yet been dissociated from the Partnership *yet*, that is only because this issue has not been determined. Thus, any such motion by him would be premature. Clearly the intent of the statute allowing dissociation would be thwarted if a partner who engages in wrongful acts warranting dissociation could simply avoid liability by giving a *belated* notice of dissolution at the eleventh hour. Indeed, 26 V.I.C. § 175(a) prohibits such a partner from even proposing a dissolution plan.

II. Yusuf's dissolution Plan is fatally flawed.

Having lost this case by conceding Plaintiff's Partnership claim, Yusuf now proposes a dissolution plan which is both deeply flawed and strongly contested—it should be summarily rejected by this Court for the reasons noted herein. It would result in (1) the lay-offs of 600 employees on St. Croix and St. Thomas, (2) the closure of three major supermarkets needed in the Virgin Islands to insure fair competition to protect the public and (3) the entirely *inexplicable* wasting of valuable partnership assets that need not occur. It would also hurt the economy of the Virgin Islands (such as suppliers, service vendors and advertisers) and deprive the Government of much needed tax revenues (from almost $100 million in sales that the Partnership currently generates) -- in excess of $3 million annually in income taxes and $5 million in gross receipts taxes.

Moreover, Yusuf's plan is even more flawed in attempting to make him the "Liquidating Partner" -- for two reasons. First, pursuant to 26 V.I.C. § 74(b)(2), a partner cannot participate in the winding up of the partnership if the partner "has an interest adverse to the partnership." In this regard, Yusuf has a significant interest in United Corporation that has asserted a highly inflated claim for rent (in excess of $6 million) from the Partnership for the Plaza East store in Sion Farm where United is the landlord. Thus, pursuant to §74(b)(2), he cannot participate in the winding up of the business, as he has an interest that is adverse to the Partnership.[4]

[4] Indeed, the plan submitted by Yusuf notes that United has a claim for rent that is excess of what the Partnership has agreed to pay and *will* be pursued. Clearly it is a conflict for Yusuf to be the Liquidating Partner in light of this inflated, multi-million dollar claim that the Liquidating Partner and Master must resolve under Title 26.

Second, while § 74 (b)(2) is dispositive, a partner who is subject to dissociation is also prohibited from being involved in the winding up of the partnership pursuant to 26 V.I.C. § 173(a).[5]

In short, Yusuf's punitive plan, which is really nothing more than a return to his Pre-Preliminary Injunction threat to punitively "shut down all of the stores" out of sheer spite if he does not get his way--regardless of the loss of partnership value—is flawed and must be rejected.

I. Hamed's Dissolution Plan

Hamed's dissolution plan, attached as **Exhibit 2**, is far more commercially reasonable and practical. It will result in (1) the continued employment of most if not all of the 600 employees of the three Plaza Extra Stores (avoiding possible legal actions and costs), (2) the continued operation of at least two if not three of the stores and (3) the *maximizing of the value of the partnership assets*. Hamed's plan also resolves the problem of Yusuf trying to be the "Liquidating Partner."

Indeed, except for these three highly desirable changes, Hamad's plan is consistent with the plan proffered by Yusuf, as noted in the redlined comparison of the two plans attached as **Exhibit 3.** That comparison further demonstrates that Yusuf's

[5] Aside from unilaterally withdrawing $2.7 million from the partnership, Yusuf has denied the existence of the partnership and tried to convert all of its assets throughout this litigation. Consistent with this denial, he filed improper tax returns in 2013 claiming the partnership income as the income of his corporation (United Corporation), he wrongfully paid his attorneys out of partnership funds and he attempted to extort exorbitant rent from the partnership at the Sion Farm location with the threat of closing everything down, among other things. Indeed, he clearly does not have the public, partnership employees or maximizing Partnership value on dissolution in mind in seeking to shut all three stores, which is unnecessary to achieve his goals. Such an obsessively controlling and spiteful person should not be allowed to assume the role of being the Liquidating Partner.

reckless mindset need not be followed while still giving him exactly what he wants—dissolution. **In fact, Yusuf will receive more far more under Hamed's plan than under his proposed plan.**

IV. Conclusion

To accomplish dissolution using the most practical method, this Court need only appoint a Master to oversee the dissolution plan submitted by Hamed to implement the sections entrusted to the Master, with the Liquidating Partner (Hamed) doing all other acts required by Title 26. Everyone will do much better *financially*, including Yusuf.

In short, Such an order adopting Hamed's plan will insure the orderly dissolution of the Partnership, including the payment of all debts and the liquidation of all assets, with each Partner to receive maximum value for their respective interests, while allowing the employees to retain employment, allowing the public to continue to have competitive shopping for groceries, allowing the economy of the islands to still prosper from these businesses and allow the Government to continue receiving much needed tax revenues. A proposed Order is being submitted with this response.

Dated: April 30, 2014

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CERTIFICATE OF SERVICE

I hereby certify that on this 30th day of April, 2014, I served a copy of the foregoing in compliance with the parties consent, pursuant to Fed. R. Civ. P. 5(b)(2)(E), to electronic service of all documents in this action on the following persons:

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EXHIBIT 1

NOTICE OF DISSOLUTION OF PARTNERHIP

To: Fathi Yusuf, Partner

Please be advised that I hereby give notice of the dissolution of our Partnership regarding the three Plaza Extra Supermarkets that the partnership operates, which notice is given as authorized by 26 V.I.C. § 171(1). Further, please be advised that I will be submitting the attached Plan of Dissolution to the Superior Court of the Virgin Islands, asking for judicial supervision of this plan pursuant to 26 V.I.C. § 173(a).

Dated: April 30, 2014

Mohammad Hamed, Partner

EXHIBIT 2

PLAZA EXTRA SUPERMARKETS

HAMED PLAN FOR WINDING UP PARTNERSHIP

This Plan provides for the winding up of the Partnership, as defined below. This Plan provides two alternatives -- one of which results in a continuation of all of the three stores' operations by a new entity, and another of which would keep at least two stores open and maintain the employment of the employees therein. This is a liquidating plan and does not contemplate the continuation of the Partnership's business by the Partnership, except as may be required for the orderly winding up of the Partnership.

Section 1. DEFINITIONS

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

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

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

1.4 "Claim" means

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

1.5 "Claimant" means the holder of a Claim.

EXHIBIT

Blumberg No 5208

2

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

The Claims Reserve Account will be further funded from time to time by the Liquidating Partner with:

(i) any Liquidation Proceeds realized, plus

(ii) any Litigation Recovery realized, minus

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

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

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

1.9 "Debt" means liability on a Claim.

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

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

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

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

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

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

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

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

1.15 "Hamed" means Mohammad Hamed.

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

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

1.18 "Liquidating Partner" means Hamed.

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

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

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

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

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

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

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

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

1.23 "Partnership" means the association of Yusuf and Hamed carried on as co-owners of the business of the three Plaza Extra Stores from 1986 to date.

1.24 "Partners" means Yusuf and Hamed.

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

1.26 "Plan" means this Hamed Plan For Winding Up Partnership including exhibits as it may be amended, modified or supplemented from time to time.

1.27 "Plaza Extra - East" means the supermarket located at Sion Farm, St. Croix.

1.28 "Plaza Extra - Tutu Park" and "Plaza Extra-Tutu Park Lease" means the supermarket located at Tutu Park, St. Thomas and the Lease for the premises where the store is located with Tutu Park Mall, Ltd.

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

1.30. "Plaza Extra Stores" means Plaza Extra- East, Plaza Extra -Tutu Park, and Plaza Extra - West.

1.31 “Replacement Lease” refers to the lease negotiated by KAC357, Inc., a Virgin Islands Corporation owned by Waleed Hamed, Waheed Hamed and Mufeed Hamed for the lease of the store location where the current Plaza Extra-West store is located at 14 Estate Plessen.

1:32 "Termination Date" means six months following the Effective Date, when the Liquidating Partner contemplates completing the winding up of the Partnership.

1.33 "United" means United Corporation.

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

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

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

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

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

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

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

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

1.37 "Yusuf" means Fathi Yusuf.

Section 2. APPOINTMENT OF MASTER

A Master shall be appointed to oversee and act as the judicial supervision of the wind up efforts of the Liquidating Partner. To expedite this process, it is suggested Alan Bronstein or Charles Fisher be appointed as the Master. The Plan anticipates payment of $25,000 per month for these services.

Section 3. LIQUIDATING PARTNER

Hamed shall be the Liquidating Partner with the exclusive right and obligation to wind up the Partnership pursuant to this Plan under the supervision of the Master. No person, other than the Liquidating Partner, may act on behalf of the Partnership, represent the Partnership in any official capacity or participate in management or control of the Partnership, for purposes of winding up its business or otherwise.

Section 4. POWERS OF LIQUIDATING PARTNER

Pursuant to the Act, the Liquidating Partner shall have authority to wind up the Partnership business, including full power and authority to sell and transfer Partnership Assets, engage legal, accounting and other professional services, sign and submit tax matters, execute and record a statement of dissolution of Partnership, pay and settle Debts, and marshal Partnership Assets for equal distribution to the Partners following payment of all Debts and a full accounting by the Partners, **but expressly subject to the following two alternatives in the order they appear** pursuant to an agreement of the Partners or by Order of the Court if no agreement can be reached:

First Option ("Option 1.") - The Liquidating Partner will first attempt to negotiate (1) with United Corporation for an agreement to lease the Plaza Extra-East Store for ten years with two 10 year renewal options on the East Store, and (2) with the holder of the Replacement Lease for the Plaza Extra-West Store for the right to assign those leasehold interests (which the holder is agreeable to doing if United Corporation agrees to a lease for the Sion Farm Store). If said negotiations are successful within 30 days of the Court's approval of this Plan, the Master will then attempt to sell the three Plaza Extra Supermarkets with these two leases and the current lease for the Plaza Extra-Tutu Park store as a single going concern to a third party buyer not affiliated with the interests of either current partner at the best price obtainable, with the Liquidating Partner using the current management to operate all three stores for a period of 24 months to see if a buyer can be found.

This Option will be undertaken so as to maximize the recovery of funds for the Partnership, guarantee the continued operation of the three stores and the continued employment of the employees.

Failing to be able to accomplish any of the foregoing within the time limits set forth therein, the Liquidating Partner (if no lease agreed to within 30 days) or the Master (if no sale within two years) shall notify the Court of this fact and the following Option will then be implemented.

Second Option ("Option 2.") - The Master will (1) assign the lease and any liabilities thereunder for the Plaza Extra-Tutu Park store to KAC357, Inc., (2) will transfer possession of the Plaza Extra-West store to KAC357, Inc. and (3) will transfer the name of "Plaza Extra Supermarkets" to KAC357, Inc. and its membership in Associated Grocers in return for (1) payment of the 100% of full present market value of all inventory and partnership personal property therein within 60 days of that value being established and (2) an agreement by KAC357, Inc. to keep both of those two stores running and all current employees fully employed (other than the Yusufs). This Option provides more value to the Partnership than the plan submitted by Fathi Yusuf and guarantees the employees of these two stores jobs and the public with a grocery store on each island, which will help to keep grocery prices down.

Section 5. DUTIES OF LIQUIDATING PARTNER

The Liquidating Partner shall devote such time as is reasonably necessary to wind up and liquidate the Partnership in the manner provided herein and as required by the Act. The Liquidating Partner will not charge or be paid personally for these efforts.

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

Section 6. SALARIES, WITHDRAWALS

The Hamed Sons and Yusuf Sons shall continue to be employed and to receive their current salaries in return for assisting the Liquidation Partner in the wind up of the Partnership should they so desire to continue to be employed. Each Partner shall receive $2,000,000 from the existing Plaza Extra bank accounts for the stores upon approval of this plan.

Section 7. CRIMINAL CASE AND ENCUMBERED CASH

There exists a plea agreement ("Plea Agreement") entered by United in the Criminal Case. Nothing in this Plan or the Partnership wind up efforts shall undermine or impair United's Plea Agreement. The President of United and the legal representative for Hamed shall meet with the U.S. Department of Justice to see what impact, if any, the implementation of the Plan and wind up of the Partnership may have on United's compliance with the Plea Agreement. Plaza Extra Supermarkets and KAC357, Inc. will agree to any monitoring efforts in aid of the Plea Agreement.

The Encumbered Cash is subject to a Preliminary Injunction and clarifying order of this Court, once it is released in the Criminal matter. Once released, $30,000,000 will be distributed equally to the Partners with the balance deposited into the Claims Reserve Account immediately after it is no longer encumbered by the restraining order entered in the Criminal Case and, thereafter, held for distribution in accordance with this Plan.

Section 8. PLAN OF LIQUIDATION AND WINDING UP

A. Sale of Plaza Extra Stores as Going Concern

The sale of two or more Plaza Extra Supermarkets shall be pursued as set forth in either Option 1 or Option 2 in Section 4, above.

B. Liquidation Process

The Master will sell any and all non-liquid Partnership Assets not transferred pursuant to Option 1 or Option 2 in Section 4 above on bid for all in four single lots (one for each store and one for assets not ascribable to a particular store) at the best price that can be obtained. Either Partner can bid in his 50% share of funds presently held by the Partnership as set forth in the attached schedule. The liquidation process will also include payment of outstanding Debts, and deposit of all net Liquidation Proceeds into the Claims Reserve Account under the control of the Master, but expressly subject to the terms set forth to Section 4 above.

1. Current Financial Profile of Partnership.

The Partnership Assets and Debts are currently subject to a review of the accounting system. However, to the extent currently known, these figures are reflected to the best of Hamed's knowledge on the balance sheet for the Plaza Extra Stores attached as Exhibit B, which information is being submitted without prejudice to Hamed's further review of this information.

2. Estimated Time for Liquidation

The liquidation process is estimated to take between six to thirty months to complete, depending on whether the Master is able to negotiate the leases as contemplated in Option 1 of Section 4. However, whether the Master can do so will be known within 45 days. If the Master cannot do so, the liquidation should be completed within 6 months.

3. Steps to Be Taken for the Orderly Liquidation of the Partnership

STEP 1: Budget for Wind Up Efforts

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

STEP 2: Payment of Expenses Anticipated in the Wind-Up Budget

The sum of Six Million Dollars ($6,000,000) is budgeted to cover the Wind Up. Expenses as set out in the Wind Up Budget with a small surplus to cover any miscellaneous or extraordinary Wind Up Expenses that may occur at the conclusion of the liquidation process. This Budget can be primarily funded out of the continued operations of the three stores pursuant to Options 1 or Option 2 set forth in Section 4 above. The sum of $1,000,000 shall be deposited in the Liquidating Expenses Account to be held in trust by the Liquidating Partner under the supervision of the Master to cover any expenses not covered by on-going operations. The Liquidating Partner shall submit to Yusuf and the Master each month a reconciliation of actual expenditures against the projected expenses set forth in Exhibit A. Unless the Partners agree or the Master orders otherwise, the Liquidating Partner shall not exceed the funds deposited in the Liquidating Expenses Account.

STEP 3: Continued Employment and/or Termination of Employees

The Liquidating Partner shall attempt to keep all employees fully employed to the maximum extent possible by pursuing Option 1 or Option 2 in Section 4 above. To the extent necessary, which depends on the success the Liquidating Partner has pursuing Option 1 and Option 2 of Section 4 above, the Liquidating Partner shall comply with the provisions of the Virgin Islands Plant Closing Act, Title 24, V.I. Code § §471-478 (the "PCA") for all affected employees of the Plaza Extra Stores as a result of the winding up and closure of the Partnership business. The severance payments due, if any, to the employees determined in accordance with the PCA shall be paid by out of the Claims Reserve Account.

STEP 4: Sale of Inventory and Equipment

The Liquidating Partner shall promptly sell the inventory and equipment located at the Plaza Extra Stores as set forth in Section 4, which shall result in the maximum recoverable payment under Option 1 or Option 2, set forth in Section 4. Anything not sold by the Master pursuant to Option 1 or Option 2 shall be sold pursuant to Section 8 (B).

STEP 5: Lease for Plaza Extra - Tutu Park

At present, Plaza Extra - Tutu Park is subject to a commercial lease between United and Tutu Park Mall, Ltd. with a remaining term of 30 months (the "Tutu Park Lease"), plus options. The Partnership is the beneficial holder of this lease. Under the Tutu Park Lease, the rent obligations through the remaining term of the lease equal $900,000.00 plus taxes and pro rata common area expenses. This lease shall be assumed by KAC357, Inc., (including the full assumption of all obligations thereunder) as part of the Second Option in section 4 above.

At present, Plaza Extra-Tutu Park has claims against Tutu Park Mall, Ltd. pending in the Superior Court of St. Thomas/St. John, to wit (hereinafter referred as "Tutu Park Litigation"):

1. United Corporation d/b/a/ Plaza Extra v. Tartu Park Limited and P.I.D. Inc., Superior Court of the Virgin Islands, Division of St. Thomas and St. John, Civil No. 361 /2001.

2. United Corporation v Tutu Park, Ltd. Superior Court STT Civ. No. 997/1997 (roofing claim).

The rights and obligations of United Corporation arising from this litigation are also partnership rights and obligations and shall be assigned to KAC357, Inc., along with the assignment of the lease as part of the Second Option in section 4 above. The assignment of the lease and the litigation is consistent with the liquidation plan proposed by Fathi Yusuf, which plan contemplated using the termination of the litigation as consideration for terminating the lease obligations with the Landlord.

STEP 6: Partner Litigation

The Liquidating Partner shall pursue the current litigation against Fathi Yusuf on behalf of the Partnership to recover all funds improperly expended or removed, including causing the Partnership to incur losses due to Yusuf's misfeasance, malfeasance and nonfeasance. Such sums shall include, but not be limited to the \$2,700,000 removed in August of 2013 (or the pursuit of the recovery of real and personal property purchased by those funds), the approximately \$22,000,000 in stock losses incurred after and despite Yusuf agreeing to stop using the partnership funds in speculative stock trading, the approximately \$12,000,000 in expenses incurred in defending the Criminal Case due to Yusuf's failure to properly account for the partnership funds to the IRB and IRS, the $800,000 related to the Dorethea investment, the $2.5 million paid to buy out Yusuf's brother's 50% interests in the Shopping Center, and all funds paid to Attorney DiRuzzo and his law firm for legal services paid out of the partnership bank accounts for non-partnership work.

The Liquidating Partner shall also pursue litigation against United Corporation on behalf of the Partnership to recover all funds improperly expended or removed, including causing the Partnership to incur losses. Such recovery shall include, but not be limited to, the property located adjacent to the Plaza Extra Store-East purchased with Plaza Extra insurance proceeds (Plat 4-F) and a parcel incorrectly titled in United's name at Fort Milner.

The Liquidating Partner shall also pursue litigation against any other individual or entity on behalf of the Partnership to recovery all funds improperly expended or removed, including causing the Partnership to incur losses. In the case of such claims against any Hamed family member, the Master shall supervise and direct all such litigation to assure that no conflict of interest arises.

STEP 7: Other Pending Litigation

The pending litigation against United set forth in Exhibit C arises out of the operation of the Plaza Extra Stores. As a part of the wind up of the Partnership, the Liquidating Partner, shall undertake to resolve those claims in Exhibit C, and to the extent any claims arise in the future relating to the operation of a Plaza Extra Store during the liquidation process, within the available insurance coverage for such claims.

Any litigation expenses not covered by insurance shall be charged against the Claims Reserve Account.

STEP 8: Distribution Plans

Upon dissolution of the TRO in the Criminal Case, a total of $30,000,000 shall be disbursed from the Encumbered Cash with $15,000,000 being disbursed to each of the Partners, Fathi Yusuf and Mohammad Hamed, pursuant to Section 7 above with the balance deposited in the Claims Reserve Account. Upon conclusion of the Liquidation Process, the funds remaining in the Liquidating Expenses Account, if any, shall be deposited into the Claims Reserve Account. Within 45 days after the Liquidating Partner completes the liquidation of the Partnership Assets, the Master shall present a proposed accounting and distribution plan for the funds remaining in the Claims Reserve Account. Thereafter, the Master shall make a report and recommendation of distribution to the Court for its final determination.

STEP 9: Additional Measures to Be Taken

The Liquidating Partner anticipates the following additional measures to finalize the winding up of the Partnership and liquidation efforts.

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

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

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

4. Except as otherwise provided herein, all brokerage and investment accounts set forth in Exhibit D attached hereto shall be turned over to the

Master as a part of the Claims Reserve Account.

INDEX OF EXHIBITS

Exhibit A: Wind Up Budget

Exhibit B: Plaza Extra Supermarkets Balance Sheet

Exhibit C: Pending Litigation Against United

Exhibit D: List of Brokerage and Investment Accounts

EXHIBIT A

EXHIBIT A

Plaza Extra Supermarkets - Liquidation Budget $ 6,564,450

Operating Expenses	Month1	Month2	Month3	Month4	Month5	Month6
Advertising & Promotion	$ 25,000	$ 15,000	$ -	$ -	$ -	$ -
Auto Expenses	$ 250	$ 250	$ 250	$ 200	$ -	$ -
Bad Debts Expense	$ -	$ -	$ -	$ -	$ -	$ -
Bank Charges	$ 5,000	$ 5,000	$ 5,000	$ 4,000	$ 3,000	$ 2,000
Cash Short (Over)	$ 1,000	$ 800	$ 600	$ 400	$ 200	$ -
Charitable Contributions	$ 500	$ -	$ -	$ -	$ -	$ -
Computer Supplies & Expense	$ 3,000	$ 2,500	$ 2,000	$ 1,500	$ 1,000	$ -
Contract Labor Expense	$ 5,000	$ 3,000	$ 2,000	$ 1,000	$ 500	$ 500
Depreciation Expense						
Insurance - Emp Health	$ 23,000	$ 23,000	$ 23,000	$ 15,000	$ 10,000	$ 5,000
Insurance - Gen Liability	$ 27,000	$ 27,000	$ 27,000	$ -	$ -	$ -
Insurance - Property	$ 17,000	$ 17,000	$ 17,000	$ -	$ -	$ -
Insurance - Workers' Comp	$ 7,500	$ 7,500	$ 7,500	$ 7,500	$ 7,500	$ 7,500
Professional Fees	$ 25,000	$ 25,000	$ 5,000	$ -	$ -	$ -
Merchant Fees- MC/Visa/Amex	$ 65,000	$ 60,000	$ 50,000	$ -	$ -	$ -
Merchant Fees-Telcheck	$ 2,000	$ 2,000	$ 2,000	$ 1,000	$ -	$ -
NSF Checks Expense	$ 500	$ 500	$ 500	$ -	$ -	$ -
Office Supplies &. Expense:	$ 5,000	$ 4,000	$ 3,000	$ -	$ -	$ -
Postage &. Overnight Delivery	$ 500	$ 500	$ 500	$ 500	$ 500	$ 500
Rent Expense-Tutu Park	$ 30,000	$ 30,000	$ 30,000	$ -	$ -	$ -
Rent Expense - Sion Farm	$ -	$ -	$ -	$ -	$ -	$ -
Repairs &. Maint Expense	$ 40,000	$ 30,000	$ 20,000	$ -	$ -	$ -
Security Expense	$ 6,000	$ 6,000	$ 5,000	$ 3,000	$ 2,000	$ -
Court Appointed Master	$ 25,000	$ 25,000	$ 25,000	$ 25,000	$ 25,000	$ 25,000
Taxes - Gross Receipts	$ 367,000	$ 245,000	$ 163,000	$ -	$ -	$ -
Taxes- Empr FICA & Medicare	$ 78,000	$ 65,000	$ 59,000	$ 46,000	$ 34,000	$ 30,000
Taxes - Empr FUTA Expense	$ 6,000	$ 5,000	$ 4,000	$ 3,000	$ 2,000	$ 1,000
Taxes - Empr VI Uncmp	$ 10,000	$ 9,000	$ 8,000	$ 6,000	$ 4,000	$ 1,000
Taxes- Licenses	$ 500	$ 500	$ 500	$ 500	$ 500	$ -
Taxes - Property	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ -
Telephone Expense	$ 4,500	$ 4,000	$ 4,000	$ -	$ -	$ -
Trash Removal	$ 7,000	$ 7,000	$ 7,000	$ 5,000	$ -	$ -
Travel & Hotels Expense	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000
Utilities - Electric	$ 425,000	$ 425,000	$ 425,000	$ 100,000	$ 50,000	$ 25,000
Utilities - Gas & Diesel	$ 2,500	$ 2,500	$ 2,500	$ 1,000	$ 500	$ 500
Utilities - Water	$ 3,000	$ 3,000	$ 2,000	$ 1,000	$ 500	$ 500
Wages - Liquidating Partner	$ -	$ -	$ -	$ -	$ -	$ -
Wages - Officer Salaries	$ 22,000	$ 22,000	$ 22,000	$ 22,000	$ 22,000	$ 22,000
Wages - Managers	$ 185,000	$ 176,000	$ 176,000	$ -	$ -	$ -
Wages - Other	$ 831,000	$ 665,000	$ 600,000	$ 100,000	$ 50,000	$ 10,000
Total Operating Expenses	**$ 2,256,750**	**$ 1,915,050**	**$ 1,700,350**	**$ 345,600**	**$ 215,200**	**$ 131,500**

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

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

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

			Current Period	Last Year End
LIABILITIES AND CAPITAL				
Current Liabilities				
20000	Accounts Payable - Trade	$	3,269,786.86 $	5,026,839.62
21000	VI Income Tax W/H & Payable		24,521.07	47,944.73
21100	FICA / Medicare Payable		20,449.67	29,520.57
21200	Accrued FUTA Payable		2,765.34	3,544.84
21300	Accrued VI Unemp Tax Payable		7,989.20	40,429.11
21500	Garnishments W/H & Payable		1,174.50	541.98
21700	AFLAC W/H & Payable		2,489.84	2,489.84
21800	CIGNA W/H & Payable		21,715.29	(73,907.68)
21900	MASA W/H & Payable		694.41	1,205.41
23000	Accrued Expenses Due United		[redacted]	
23100	Accrued Gross Rcpts Tx Payable		411,786.49	303,485.32
25000	Deferred Income		0.00	(804.56)
	Total Current Liabilities		[redacted]	
			3,763,372.67	5,381,289.18
Long-Term Liabilities				
	Total Long-Term Liabilities		0.00	0.00
	Total Liabilities		[redacted]	
			3,763,372.67	5,381,289.18
Capital				
33000	Dividend Distrib's (Ptr Draws)		0.00	(8,486,132.00)
39000	Retained Earnings		54,774,518.13	61,840,197.87
	Net Income		573,788.99	1,420,452.26
	Total Capital		55,348,307.12	54,774,518.13
	Total Liabilities & Capital	$	[redacted]	
			59,111,679.79	60,155,807.31

EXHIBIT C

EXHIBIT C

PENDING LITIGATION AGAINST UNITED

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

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

EXHIBIT D

Exhibit D

LIST OF BROKERAGE AND INVESTMENT ACCOUNTS

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

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

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

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

EXHIBIT 3

PLAZA EXTRA SUPERMARKETS

HAMED PLAN FOR
WINDING UP PARTNERSHIP

This Plan provides for the winding up of the Partnership, as defined below. This Plan provides two alternatives -- one of which results in a continuation of all of the three stores' operations by a new entity, and another of which would keep at least two stores open and maintain the employment of the employees therein. This is a liquidating plan and does not contemplate the continuation of the Partnership's business by the Partnership, except as may be required for the orderly winding up of the Partnership.

Section 1. DEFINITIONS

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

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

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

1.4 "Claim" means

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

1.5 "Claimant" means the holder of a Claim.

EXHIBIT 3

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

The Claims Reserve Account will be further funded from time to time by the Liquidating Partner with:

(i) any Liquidation Proceeds realized, plus

(ii) any Litigation Recovery realized, minus

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

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

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

1.9 "Debt" means liability on a Claim.

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

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

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

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

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

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

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

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

1.15 "Hamed" means Mohammad ~~Named~~Hamed.

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

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

1.18 "Liquidating Partner" means ~~Yusuf~~Hamed.

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

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

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

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

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

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

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

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

1.23 "Partnership" means the association of Yusuf and Hamed carried on as co-owners of the business of the three Plaza Extra Stores from 1986 to date.

1.24 "Partners" means Yusuf and Hamed.

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

1.26 "Plan" means this Hamed Plan For Winding Up Partnership including exhibits as it may be amended, modified or supplemented from time to time.

1.27 "Plaza Extra - East" means the supermarket located at ~~Zion~~Sion Farm, St. Croix. 1.28 "Plaza Extra - Tutu Park" and "Plaza Extra-Tutu Park Lease" means the supermarket located at Tutu Park, St. Thomas and the Lease for the premises where the store is located with Tutu Park Mall, Ltd.

~~Thomas.~~

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

1.30. "Plaza Extra Stores" means Plaza Extra- East, Plaza Extra -Tutu Park, and Plaza Extra - West.

~~1.31~~ 1.31 "Replacement Lease" refers to the lease negotiated by KAC357, Inc., a Virgin Islands Corporation owned by Waleed Hamed, Waheed Hamed and Mufeed Hamed for the lease of the store location where the current Plaza Extra-West store is located at 14 Estate Plessen.

1:32 "Termination Date" means six months following the Effective Date, when the Liquidating Partner contemplates completing the winding up of the Partnership.

1.~~32~~33 "United" means United Corporation.

1.~~33~~34 "Wind Up Budget" means the budget established to satisfy the anticipated Wind Up Expenses and to satisfy the Debts set forth in Exhibit A hereto.

1.~~34~~35 "Wind Up Expenses" means the costs and expenses incurred by the Liquidating Partner for the purpose of:

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

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

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

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

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

1.~~35~~ 36 "Yusuf Sons" means Maher Yusuf, Nejeh Yusuf, and Yusuf Yusuf.

1.37 "Yusuf" means Fathi Yusuf.

Section 2. APPOINTMENT OF MASTER

A Master shall be appointed to oversee and act as the judicial supervision of the wind up efforts of the Liquidating Partner. To expedite this process, it is suggested Alan Bronstein or Charles Fisher be appointed as the Master. The Plan anticipates payment of $25,000 per month for these services.

Section 3. LIQUIDATING PARTNER

~~Yusuf~~Hamed shall be the Liquidating Partner with the exclusive right and obligation to wind up the Partnership pursuant to this Plan under the supervision of the Master. No person, other than the Liquidating Partner, may act on behalf of the Partnership, represent the Partnership in any official capacity or participate in management or control of the Partnership, for purposes of winding up its business or otherwise.

Section 4. POWERS OF LIQUIDATING PARTNER

Pursuant to the Act, the Liquidating Partner shall have authority to wind up the Partnership business, including full power and authority to sell and transfer Partnership Assets, engage legal, accounting and other professional services, sign and submit tax matters, execute and record a statement of dissolution of Partnership, pay and settle Debts, and marshal Partnership Assets for equal distribution to the Partners following payment of all Debts and a full accounting by the Partners, **but expressly subject to the following two alternatives in the order they appear** pursuant to an agreement of the Partners or by Order of the Court~~.~~ if no agreement can be reached:

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

First Option ("Option 1.") - The Liquidating Partner will first attempt to negotiate (1) with United Corporation for an agreement to lease the Plaza Extra-East Store for ten years with two 10 year renewal options on the East Store, and (2) with the holder of the Replacement Lease for the Plaza Extra-West Store for the right to assign those leasehold interests (which the holder is agreeable to doing if United Corporation agrees to a lease for the Sion Farm Store). If said negotiations are successful within 30 days of the Court's approval of this Plan, the Master will then attempt to sell the three Plaza Extra Supermarkets with these two leases and the current lease for the Plaza Extra-Tutu Park store as a single going concern to a third party buyer not affiliated with the interests of either current partner at the best price obtainable, with the Liquidating Partner using the current management to operate all three stores for a period of 24 months to see if a buyer can be found.

This Option will be undertaken so as to maximize the recovery of funds for the Partnership, guarantee the continued operation of the three stores and the continued employment of the employees.

Failing to be able to accomplish any of the foregoing within the time limits set forth therein, the Liquidating Partner (if no lease agreed to within 30 days) or the Master (if no sale within two years) shall notify the Court of this fact and the following Option will then be implemented.

Second Option ("Option 2.") - The Master will (1) assign the lease and any liabilities thereunder for the Plaza Extra-Tutu Park store to KAC357, Inc., (2) will transfer possession of the Plaza Extra-West store to KAC357, Inc. and (3) will transfer the name of "Plaza Extra Supermarkets" to KAC357, Inc. and its membership in Associated Grocers in return for (1) payment of the 100% of full present market value of all inventory and partnership personal property therein within 60 days of that value being established and (2) an agreement by KAC357, Inc. to keep both of those two stores running and all current employees fully employed (other than the Yusufs). This Option provides more value to the Partnership than the plan submitted by Fathi Yusuf and guarantees the employees of these two stores jobs and the public with a grocery store on each island, which will help to keep grocery prices down.

Section 5. DUTIES OF LIQUIDATING PARTNER

The Liquidating Partner shall devote such time as is reasonably necessary to wind up and liquidate the Partnership in the manner provided herein and as required by the Act. The Liquidating Partner will not charge or be paid personally for these efforts.

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

Section 6. SALARIES, WITHDRAWALS

~~As compensation for serving as Liquidating Partner, Yusuf shall continue to receive the salary Yusuf is currently receiving as shown on the Wind Up Budget. This compensation will be considered an expense of winding up the Partnership's business. For at least one hundred twenty (120) days following the Effective Date, the Hamed Sons and Yusuf Sons shall continue~~ The Hamed Sons and Yusuf Sons shall continue to be employed and to receive their current salaries in return for assisting the Liquidation Partner in the wind up of the Partnership~~. Thereafter, the Liquidating Partner shall have the right to terminate their services upon fourteen (14) days notice as the Partnership business operations decline and their services are no longer needed. The Hamed Sons and Yusuf Sons shall be terminated at the same time~~ should they so desire to continue to be employed. Each Partner shall receive $2,000,000 from the existing Plaza Extra bank accounts for the stores upon approval of this plan.

Section 7. CRIMINAL CASE AND ENCUMBERED CASH

There exists a plea agreement ~~(~~"("Plea Agreement") entered by United in the Criminal Case. Nothing in this Plan or the Partnership wind up efforts shall undermine or impair United's Plea Agreement. The President of ~~United'~~United and the legal representative for Hamed shall meet with the U.S. Department of Justice to see what impact, if any, the implementation of the Plan and wind up of the Partnership may have on United's compliance with the Plea Agreement. Plaza Extra Supermarkets and KAC357, Inc. will agree to any monitoring efforts in aid of the Plea Agreement.

~~The Encumbered Cash shall be~~ The Encumbered Cash is subject to a Preliminary Injunction and clarifying order of this Court, once it is released in the Criminal matter. Once released, $30,000,000 will be distributed equally to the Partners with the balance deposited into the Claims Reserve Account immediately after it is no longer encumbered by the restraining order entered in the Criminal Case and, thereafter, held for distribution in accordance with this Plan.

Section 8. PLAN OF LIQUIDATION AND WINDING UP

A. Sale of Plaza Extra Stores as Going Concern ~~vs. Liquidation.~~

~~The Plaza Extra Stores cannot be sold as a going concern because of the absence of commercial leases for Plaza Extra – East and Plaza Extra – West and the existence of only a short term (less than 5 years) remaining on the lease between United and Tutu Park Mall, Ltd. for Plaza Extra -Tutu Park. Hence, liquidation of the Plaza Extra Stores is warranted.~~

The sale of two or more Plaza Extra Supermarkets shall be pursued as set forth in either Option 1 or Option 2 in Section 4, above.

B. Liquidation Process

~~The liquidation process will include the sale of all non- liquid Partnership Assets,~~

The Master will sell any and all non-liquid Partnership Assets not transferred pursuant to Option 1 or Option 2 in Section 4 above on bid for all in four single lots (one for each store and one for assets not ascribable to a particular store) at the best price that can be obtained. Either Partner can bid in his 50% share of funds presently held by the Partnership as set forth in the attached schedule. The liquidation process will also include payment of outstanding Debts, and deposit of all net Liquidation Proceeds into the Claims Reserve Account under the control of the Master, but expressly subject to the terms set forth to Section 4 above.

1. Current Financial Profile of Partnership.

The Partnership Assets and Debts are currently subject to a review of the accounting system. However, to the extent currently known, these figures are reflected to the best of Hamed's knowledge on the balance sheet for the Plaza Extra Stores attached as Exhibit B, which information is being submitted without prejudice to Hamed's further review of this information.

2. Estimated Time for Liquidation

The liquidation process is estimated to take between six to thirty months to complete, depending on whether the Master is able to negotiate the leases as contemplated in Option 1 of Section 4. However, whether the Master can do so will be known within 45 days. If the Master cannot do so, the liquidation should be completed within 6 months.

3. Steps to Be Taken for the Orderly Liquidation of the Partnership

STEP 1: Budget for Wind ~~Un~~Up Efforts

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

STEP 2: ~~Setting Aside Reserves~~Payment of Expenses Anticipated in the Wind-Up Budget

The sum of ~~Ten~~Six Million ~~Five Hundred Thousand~~ Dollars ($~~10,500~~6,000~~)–~~.000) is budgeted to cover the Wind Up. Expenses as set out in the Wind Up Budget with a small surplus to cover any miscellaneous or extraordinary Wind Up Expenses that may occur at the conclusion of the liquidation process~~—~~. This Budget can be primarily funded out of the continued operations of the three stores pursuant to Options 1 or Option 2 set forth in Section 4 above. The sum of $1,000,000 shall be deposited in the Liquidating Expenses Account to be held in trust by the Liquidating Partner under the supervision of the Master~~.~~ to cover any expenses not covered by on-going operations. The Liquidating Partner shall submit to ~~Hamed~~Yusuf and the Master each month a reconciliation of actual expenditures against the projected expenses set forth in Exhibit A. Unless the Partners agree or the Master orders otherwise, the Liquidating Partner shall not exceed the funds deposited in the Liquidating Expenses Account.

STEP 3: Continued Employment and/or Termination of Employees

The Liquidating Partner shall attempt to keep all employees fully employed to the maximum extent possible by pursuing Option 1 or Option 2 in Section 4 above. To the extent necessary, which depends on the success the Liquidating Partner has pursuing Option 1 and Option 2 of Section 4 above, the Liquidating Partner shall comply with the provisions of the Virgin Islands Plant Closing Act, Title 24, V.I. Code § §471-478 (the

"PCA") for all affected employees of the Plaza Extra Stores as a result of the winding up and closure of the Partnership business. The severance payments due, if any, to the employees determined in accordance with the PCA shall be paid by ~~the Master~~ out of the Claims Reserve Account.

STEP 4: Sale of Inventory and Equipment

The Liquidating Partner shall promptly sell the inventory and equipment located at the Plaza Extra Stores as ~~follows:~~set forth in Section 4, which shall result in the maximum recoverable payment under Option 1 or Option 2, set forth in Section 4. Anything not sold by the Master pursuant to Option 1 or Option 2 shall be sold pursuant to Section 8 (B).

~~1. Current Inventory on the Shelves: The current inventory on the shelves will be sold in the ordinary course.~~

~~2. Inventory Orders Already Placed but Not Received: To the extent that the Partnership has already committed to certain orders for inventory, which have not been received, the Liquidating Partner will undertake efforts to cancel said orders, if possible, and/or assign or sell the orders to other local businesses in a manner which is the most cost effective.~~

~~3. Sale of Equipment (non -fixtures): Upon conclusion of the sale of inventory, the Liquidating Partner shall promptly sell any movable equipment included in Partnership Assets in a commercially reasonable manner.~~

~~4. Time Estimated for Sale of Inventory and Equipment: It is anticipated that the sale of the inventory and equipment can been accomplished within 120 days.~~

STEP 5: Lease ~~Termination of~~ for Plaza Extra - Tutu Park

At present, Plaza Extra - Tutu Park is subject to a commercial lease between United and Tutu Park Mall, Ltd. with a remaining term of 30 months (the "Tutu Park Lease ~~").~~"), plus options. The Partnership is the beneficial holder of this lease. Under the Tutu Park Lease, the rent obligations through the remaining term of the lease equal

$900,000.00 plus taxes and pro rata common area expenses. ~~The Liquidating Partner will negotiate with the landlord for appropriate termination of the Tutu Park Lease with the Claims Reserve Account to be charged to satisfy any Debt arising out of such termination, if any~~ This lease shall be assumed by KAC357, Inc., (including the full assumption of all obligations thereunder) as part of the Second Option in section 4 above.

~~STEP 6: Litigation Against Tutu Park Mall, Ltd.~~

At present, Plaza Extra-Tutu Park has claims against ~~Tartu~~Tutu Park Mall, Ltd. pending in the Superior Court of St. Thomas/St. John, to wit~~:~~ (hereinafter referred as "Tutu Park Litigation"):

1. United Corporation d/b/a/ Plaza Extra v. Tartu Park Limited and P.I.D. Inc., Superior Court of the Virgin Islands, Division of St. Thomas and St. John, Civil No. 361 /2001 ~~(hereinafter the "Tutu Park Litigation").~~.

~~Upon approval of the Plan by the Court, the Liquidating Partner will seek to negotiate the termination of the Tutu Park Lease in exchange (in whole or in part) for dismissal of the Tutu Park Litigation. Any liability occurring to United or the Partnership arising from the dismissal of the Tutu Park Litigation or the Tutu Park Lease shall be charged against the Claims Reserve Account.~~

2. United Corporation v Tutu Park, Ltd. Superior Court STT Civ. No. 997/1997 (roofing claim).

The rights and obligations of United Corporation arising from this litigation are also partnership rights and obligations and shall be assigned to KAC357, Inc., along with the assignment of the lease as part of the Second Option in section 4 above. The assignment of the lease and the litigation is consistent with the liquidation plan proposed by Fathi Yusuf, which plan contemplated using the termination of the litigation as consideration for terminating the lease obligations with the Landlord.

STEP 6: Partner Litigation

The Liquidating Partner shall pursue the current litigation against Fathi Yusuf on behalf of the Partnership to recover all funds improperly expended or removed, including causing the Partnership to incur losses due to Yusuf's misfeasance, malfeasance and nonfeasance. Such sums shall include, but not be limited to the $2,700,000 removed in August of 2013 (or the pursuit of the recovery of real and personal property purchased by those funds), the approximately $22,000,000 in stock losses incurred after and despite Yusuf agreeing to stop using the partnership funds in speculative stock trading, the approximately $12,000,000 in expenses incurred in defending the Criminal Case due to Yusuf's failure to properly account for the partnership funds to the IRB and IRS, the $800,000 related to the Dorethea investment, the $2.5 million paid to buy out Yusuf's brother's 50% interests in the Shopping Center, and all funds paid to Attorney DiRuzzo and his law firm for legal services paid out of the partnership bank accounts for non-partnership work.

The Liquidating Partner shall also pursue litigation against United Corporation on behalf of the Partnership to recover all funds improperly expended or removed, including causing the Partnership to incur losses. Such recovery shall include, but not be limited to, the property located adjacent to the Plaza Extra Store-East purchased with Plaza Extra insurance proceeds (Plat 4-F) and a parcel incorrectly titled in United's name at Fort Milner.

The Liquidating Partner shall also pursue litigation against any other individual or entity on behalf of the Partnership to recovery all funds improperly expended or removed, including causing the Partnership to incur losses. In the case of such claims against any Hamed family member, the Master shall supervise and direct all such litigation to assure that no conflict of interest arises.

STEP 7: Other Pending Litigation

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

STEP 8: Distribution Plans

Upon dissolution of the TRO in the Criminal Case, a total of $30,000,000 shall be disbursed from the Encumbered Cash with $15,000,000 being disbursed to each of the Partners, Fathi Yusuf and Mohammad Hamed, pursuant to Section 7 above with the balance deposited in the Claims Reserve Account. Upon conclusion of the Liquidation Process, the funds remaining in the Liquidating Expenses Account, if any, shall be deposited into the Claims Reserve Account. Within 45 days after the Liquidating Partner completes the liquidation of the Partnership Assets, ~~Hamed and Yusuf shall each submit to~~ the Master shall present a proposed accounting and distribution plan for the funds remaining in the Claims Reserve Account. Thereafter, the Master shall make a report and recommendation of distribution to the Court for its final determination.

STEP 9: Additional Measures to Be Taken

The Liquidating Partner anticipates the following additional measures to finalize the winding up of the Partnership and liquidation efforts.

~~winding up of the Partnership and liquidation efforts.~~

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

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

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

4. Except as otherwise provided herein, all brokerage and investment accounts set forth in Exhibit D attached hereto shall be turned over to the Master as a part of the Claims Reserve Account.

INDEX OF EXHIBITS

Exhibit A: Wind Up Budget

Exhibit B: Plaza Extra Supermarkets Balance Sheet

Exhibit C: Pending Litigation Against United

Exhibit D: List of Brokerage and Investment Accounts