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

UNITED CORPORATION'S OPPOSITION TO HAMED'S MOTION FOR SUMMARY JUDGMENT AS TO CLAIMS H-150: RECOVERY OF GROSS RECEIPTS TAXES PAID BY PARTNERSHIP

INTRODUCTION

Hamed's claim H-150 seeks reimbursement from Yusuf for that portion of the gross receipt taxes ("GRTs") paid by the Yusuf/Hamed Partnership ("Partnership") to the Virgin Islands government for rental income earned from United Corporation's ("United") tenants at the United Shopping Center in St. Croix for the period 2012 through 2015. However, Hamed ignores that in

1986, Mr. Yusuf (as principal of United) and Mohammad Hamed agreed that the Partnership would be responsible for paying all of the GRTs, both upon the tenant income recovered by United for space it leased from the United Shopping Center as well as the GRTs due for the income earned from the grocery store business operated by the Partnership. Despite this agreement made at the outset of the Partnership, Hamed seeks reimbursement for \$70,938.04 of United Shopping Center GRTs paid during that period.

Claim H-150 is the obverse of United's claim Y-5, in which United seeks recovery of GRTs for the United Shopping Center that were paid by United, from its tenant account, during the period from 1993 through 2001, without Mr. Yusuf's knowledge, and at a time when he was in St. Thomas and Waleed Hamed was in charge of Plaza Extra East but which Yusuf and United claim should have been paid by the Partnership. United's own motion for summary judgment on its Y-5 claim was filed in the CaseAnywhere system on April 15, and is pending.

STATEMENT OF FACTS

The United Shopping Center's 36 bays (or retail spaces) and 15 office spaces have been rented by United to various tenants since it was originally built until the present (with an interruption caused by a major fire in 1992). When the Partnership was formed in 1986 to operate a supermarket, and an agreement was made for the Partnership to pay United rent at the large bay that the supermarket would occupy, one of its terms was that the supermarket also would pay the GRTs on rental income earned by United. *See* Exhibit 1, January 21, 2020 Deposition, pp. 10, 21 (testimony of Fathi Yusuf). That, in fact, happened during the time that Mr. Yusuf was in St. Croix managing the Plaza Extra East store for the Partnership. *See* Exhibit 1, p. 11 (testimony of Fathi Yusuf).

Mr. Yusuf moved to St. Croix after the United Shopping Center fire in 1992, in order to prepare for the opening of the Plaza Extra Tutu Park store, which happened in October 1993, and to manage that store until not long before this lawsuit was filed in 2012. *See* Exhibit 1, p. 11 (testimony of Fathi Yusuf). However, from the time Plaza Extra East re-opened in 1994 (when Mr. Yusuf had moved to St. Thomas) until just before the FBI raid in September 2001, United—as opposed to the Partnership—paid the GRTs on rental income for the United Shopping Center out of its tenant account, while the Plaza Extra East store was being managed by Waleed Hamed. The Y-5 claim seeks recovery from the Partnership of all GRTs paid for the rental income in that period, which comes to \$60,586.96.

The Partnership resumed paying GRTs on shopping center rental income from the Partnership's Plaza Extra accounts after 2001, and continued doing so until the time the Partnership relinquished its interest in the Plaza Extra East store to Mr. Yusuf, pursuant to the Court's Wind Up Order. Hamed has limited his claim for reimbursement of United's GRTs paid by the Partnership to the 2012 through 2015 period. Hamed's motion for summary judgment recognizes that if the Court were to find that Hamed agreed with Yusuf that the Partnership would pay United's GRTs on shopping center income, his motion must be denied. Hamed strains to overcome the fact that Yusuf has testified to this agreement, and that Mohammad Hamed never testified to the contrary. His main argument—that there is no separate consideration to support the GRTs agreement—is legally meritless. His backup arguments regarding supposed contradictions in

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¹ Hamed is aware that the Partnership has been paying the GRTs for the shopping center income for years, which is evidence of the partners' agreement to do so. Hamed implicitly acknowledges that the agreement exists but premises his claim on the argument that the filing of the lawsuit in 2012 changed the longstanding agreement. Hence, Hamed's claim is limited to 2012 to 2015.

Yusuf's testimony, the significance of the Hamed sons' lack of knowledge of the agreement, and the alleged inconsistent course of dealing between the parties are also easily rebutted, and the Master should accordingly deny Hamed's motion.

ARGUMENT

I. The GRTs Term of the Agreements between United and Yusuf and Hamed Need Not be Supported by Separate Consideration.

Hamed's lead argument is that the Partnership's promise to pay United's GRTs for shopping center income is unenforceable because not supported by separate consideration. *See* Hamed's Motion at 25-26. That argument is based on a fundamental misunderstanding of contract law, and should be rejected. Hamed's argument incorrectly "assumes that every provision in a contract must have a separately bargained for and stated consideration. It need not." *Sarnoff v. Am. Home Prod. Corp.*, 798 F.2d 1075, 1080 (7th Cir. 1986). "[T]he law does not require every term of the contract to have a separately stated consideration." *Edwards v. First Am. Corp.*, 798 F.3d 1172, 1182 (9th Cir. 2015); *see also Harris v. Green Tree Financial Services*, 183 F.3d 173, 181 (3d Cir. 1991) (recognizing that under modern contract law, "[e]ach promise need not be supported by separate consideration"). "A single performance or return promise may thus furnish consideration for any number of promises." Restatement (Second) of Contracts § 80, cmt. a.

In this case, the rent agreement between United and the Partnership as a whole (as well as the partnership agreement itself) are both supported by sufficient consideration. United agreed to lease its premises to the Partnership, the Partnership agreed in turn to pay rent and other expenses including the GRTs for United, and Hamed and Yusuf agreed to share in revenues of the supermarket business. These mutual promises provide sufficient consideration, and "thus furnish[ed] consideration for any number of promises," Restatement (Second) of Contracts § 80,

cmt. a, and thus, furnished consideration for the GRTs promise.

Since Hamed's arguments about lack of consideration are inapposite, the Master need not even decide whether what Hamed calls Yusuf's "rationales" for the GRTs agreement were valid ones. See Hamed's Motion at p. 26. Nonetheless, United believes the Court should be aware that the alleged discrepancy in Yusuf's testimony about the rental rate for Plaza Extra East is easily explained. Yusuf testified in his 2014 deposition that the rental rate of \$5.55 per square foot in the 1986 to 1994 time period was made up of two components: \$3.00/sq. ft. in pure rent and \$2.55/sq. foot in maintenance charges. See Exhibit 2, April 2, 2014 Deposition, p. 83 (testimony of Fathi Yusuf). He spoke imprecisely in this past January's depositions when he referred to the \$3.00/sq. foot as the rent, without clarifying that the total payment for rent was \$5.55 per square foot when maintenance charges were included. That minor imprecision does not change the substance of his testimony in the January deposition that the rent being charged for the 1986 to 1994 time period was below market rates. See also Exhibit 6, August 12, 2014 Declaration of Fathi Yusuf, ¶5 (referring to the rent in the initial period as \$5.55/sq. foot rent and describing it as a below market rate). Yusuf also testified in his August 12, 2014 declaration that "[U]nder the business agreement between Hamed and me that I now describe as a partnership, profits would be divided 50-50 after deduction for rent owed to United, among other expenses." Id. at ¶1. Those other expenses included the GRT's for United.

Hamed also argues that there is no evidence that the depreciation deduction for the United Shopping Center building on United's tax returns made taxes lower on Partnership income for the 2012 to 2015 tax years than it otherwise would have been, and hence benefited Hamed by increasing the amount of after-tax partnership income that he and Yusuf would share. *See* Hamed's

Motion at p. 26. In the early years of the Partnership, United reported supermarket income on its own corporate tax returns as corporate income, which means that the depreciation deduction for the United Shopping Center property reduced the income that was subject to tax, and thus, resulted in payment of lower income tax. From tax years 2013 forward, John Gaffney began preparing separate United and Partnership tax returns, and building depreciation would no longer be deducted from Partnership income. *See* Exhibit 1, p. 122. In any event, whether the depreciation deduction benefitted Hamed in the years covered by claim H-150 (or, for that matter, any prior years) has no relevance to the issues raised by this motion or United's motion on claim Y-5.

Finally, Hamed fails to mention other "rationales" underlying the GRTs agreement, including the fact that Mr. Yusuf was giving a personal guaranty and using his home as collateral for the loans that would be needed to establish the supermarket business. *See* Exhibit 1, pp. 9-10; Exhibit 2, p. 53.

II. Hamed's Attempt to Show Material Inconsistencies in Mr. Yusuf's Testimony about the GRTs Agreement is Meritless.

Mr. Yusuf testified unequivocally that he and Mohammad Hamed agreed that United's GRTs on Shopping Center income would be paid by the Partnership. When asked how the gross receipts taxes for the Shopping Center got paid from 1986 to the time of the fire, Mr. Yusuf responded that they was paid "by the partnership," and that Hamed "agreed to that, that all gross receipt will be paid by the store." Exhibit 1, p. 11 (testimony of Mr. Yusuf); *see also id.* at p. 9 (testifying that this was "the agreement between me and Mr. Mohammad").

Hamed argues that "[i]t is undisputed that Mr. Mohammad Hamed did not agree to have the Partnership pay the gross receipts taxes of the United Shopping Center" because on cross-examination Yusuf acknowledged that Hamed declined to agree to it. *See* Hamed's Motion at 26.

Hamed misrepresents the testimony and makes that flimsy claim on the basis of Mr. Yusuf's unremarkable testimony that during the meeting in which this agreement was made, Mohammad Hamed accepted Yusuf's proposal without expressing a word of disagreement with it. The full exchanges between Hamed's counsel and Mr. Yusuf make clear that this testimony is in no way at odds with his testimony on direct examination that Hamed agreed that the partnership would pay United's GRTs:

- **Q.** Tell me a little bit about how that took place. Like, if you remember kind of like what he said and what you said.
- **A.** What he said, he never say nothing. Whatever I say goes.
- **Q.** Okay.
- **A.** And he accepted it.

See Exhibit 1, p. 20.

Ignoring the "And he accepted it" statement, which is obviously the key part of this exchange, Hamed argues factitiously that Yusuf's "he never say nothing" remark means that Hamed never agreed to what Yusuf was proposing. This spin on Yusuf's testimony hardly merits consideration by the Master. It is perfectly clear from the context that all Yusuf was saying is that Hamed assented to the proposal without objecting to it, or even questioning it.²

²Since the meaning of Mr. Yusuf's "never say nothing" remark is clear from context, no further elaboration of what he meant by it is necessary. But if confirmation of its meaning were needed, Yusuf's later exchange with counsel for Hamed in deposition would provide it:

Q. -- you said to him, The grocery store's got to pay the receipts, not only for the grocery store, but also for my -- what your lawyer called the part of United that is just the Yusuf, I'll call it Yusuf's United. So the gross receipts tax would be paid not only for the grocery store, but also for Yusufs' United?

A. Um-hum.

Q. And you said that you told him that?

A. Yeah.

Hamed also contends that Mr. Yusuf's 2014 deposition testimony contradicts his testimony of last January insofar as it suggests that the agreement to pay United's GRTs took effect in 1994, rather than 1986. *See* Hamed's Motion at 28. This additional strained attempt to contrive an inconsistency in Yusuf's testimony should also be rejected by the Master.

Yusuf testified unequivocally in that earlier deposition that he and Hamed were in a Partnership relationship by 1986. *See* Exhibit 2, pp. 24-25, 27. He also testified categorically, and without any qualification as to time period, that one of the conditions of the agreement to operate Plaza Extra as partners and pay United rent was that the Partnership would pay United's GRTs for the Shopping Center income:

Q. And the Plaza Extra Supermarket would pay the gross receipts, not just on the grocery store profits, but on the rent?

A. Yes.

See Exhibit 2, p. 54

In aside in that same 2014 deposition, Yusuf testified that "Plaza Extra was supposed to pay all the gross receipt from January 1st, 1994 up to present." *See* Exhibit 2, p. 3. According to Hamed, Yusuf's reference to 1994 must "mean the partnership would not have paid the United Shopping Center's GRTs in 1986-1992," and was only obligated to begin paying them in 1994. *See* Hamed's Motion at 28. The spin which Hamed seeks to place on the reference to 1994 would mean that, even though Mr. Yusuf has consistently testified that the agreement to pay shopping center GRTs out of supermarket accounts was reached around 1986, the agreement for some unexplained

Q. And he never said anything?

A. He never said. And then I explain to him. *See* Exhibit 1, p. 23 (testimony of Fathi Yusuf).

reason did not become effective until 8 years later. This cannot be reconciled with any other declaration or deposition testimony of Mr. Yusuf or Mohammad Hamed and defies common sense.

Hamed is here twisting Mr. Yusuf's words to mean exactly the opposite of what he intended. Mr. Yusuf undoubtedly referenced the year 1994 because that is when, unbeknownst to him, the practice that had been in effect from 1986 to 1992 (of United's Shopping Center GRTs being paid from the Partnership's Plaza Extra accounts) ceased, and United began paying its own GRTs on its rental income. What he was saying is that Plaza Extra—the Partnership—was "supposed" to have continued paying all of United's GRTs for the period January 2, 1994 forward, but did not.³ Read in context, Mr. Yusuf's passing reference to the year 1994 in his prior deposition does not in any way undercut the agreement to pay GRTs that was implemented when the United Shopping Center opened in 1986.

III. The Lack of Witnesses to the GRT Agreement other than Mr. Yusuf is Immaterial.

Hamed argues that because neither Mike Yusuf, Waleed Hamed or Waheed Hamed witnessed the agreement nor learned of it until a few years ago—and since Mohammed Hamed is not here to either refute or accept it—Yusuf's testimony is insufficient to prove that the agreement was made (or even to create a genuine issue of material fact that would preclude entry of summary judgment in Hamed's favor). This also will not do. The fact that neither of these individuals knew about the agreement at the time does not in any way detract from Mr. Yusuf's testimony that he and Mohammad Hamed made it in 1986, in light of their age at that time and lack of involvement with

³Following his return to St. Croix and the filing of this lawsuit in 2012, Mr. Yusuf first discovered from a review of records that gross receipt taxes for rental income had been paid by United from tenant accounts, rather than the Partnership supermarket accounts, up to 2001. *See* Exhibit 1, pp. 13, 17 (testimony of Fathi Yusuf).

the stores.

Mike Yusuf graduated college in 1991, which would make him a teenager when the agreement was entered. *See* Exhibit 3, January 22, Deposition, p. 89-90 (testimony of Mike Yusuf). Even after Mike Yusuf began working at the Plaza Extra East store in 1991, *see id.*, Mr. Yusuf, out of respect for the Partnership, discussed Partnership matters almost exclusively with Waleed Hamed. Mr. Yusuf kept Mike out of the loop generally about Partnership matters and did not discuss the agreement regarding GRTs with him. *See* Exhibit 1, pp. 12, 32-33 (testimony of Fathi Yusuf). Mufeed Hamed is younger than Mike Yusuf, and acknowledged that he was only a "kid" when the agreement was made. Exhibit 1, pp. 114-115. Waleed Hamed was still in college when the agreement was made, and was not present for the discussions that resulted in the agreement. *See* Exhibit 1, pp. 24. Waleed Hamed's testimony that "I don't think" Mohammad Hamed would ever have entered the GRTs agreement and operated under it for the 8 years from 1986 to 1994 without telling him is simply self-serving speculation on his part, and is entitled to no deference by the Master. *See* Exhibit 1, pp. 71-72. Compared to his 50% share of net profits of the supermarket

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⁴Indeed, Mr. Yusuf testified that his wife repeatedly asked him to keep their son involved in and aware of Partnership matters, but that Mr. Yusuf declined to do so, because his business obligations were to his partner and not to any one of his ten children. *See* Exhibit 1, p. 32 (testimony of Fathi Yusuf).

⁵Counsel for Hamed prefaced a question in deposition to Waleed Hamed by saying that Mr. Yusuf "was a pretty persuasive talker," and then asking, "Couldn't he have talked your father into a secret agreement and run under that for 8 years without you knowing about it?" Exhibit 1, p. 71. Hamed responded, "I don't think that would ever happen." *Id.* at 72. In order to decide this motion and United's Y-5 motion in its favor, the Master need not decide whether Waleed's testimony that he was not told about the GRT agreement during the 1986 to 1994 time period is true or false, and if the latter, whether the falsity is knowing or based on faulty recollection. The only issue the Master needs to reach in order to deny Hamed's motion for summary judgment on claim H-150, and grant United's on Y-5, is whether there was a GRTs agreement of the kind Yusuf testified to.

business, this was a relatively small aspect of his agreement with Yusuf in dollar terms, and Waleed Hamed offered no reason why his father would be compelled to discuss it with him. *See* Exhibit 1, p. 17 (testimony of Fathi Yusuf). Why would Mohammad Hamed necessarily feel a need to discuss this relatively minor matter with his son when there was a multi-million dollar supermarket to run?

Hamed also intimates that Yusuf's testimony is not enough to prove an agreement because Mohammad Hamed died several years ago and is not here to give his testimony about it. Mohammad Hamed gave a deposition in this case in 2014, and was not asked about the GRTs agreement by either counsel. If he disagreed with Yusuf's testimony about the GRTs agreement, he surely could have prepared and signed a declaration to that effect before he passed away in June 2016. In any event, any suggestion by Hamed that United may not prove an agreement through the testimony of Yusuf is mistaken, because the Virgin Islands has not enacted a so-called Deadman's Statute that would bar a party from proving by his or her own testimony a transaction with a deceased person. The Courts and commentators have recognized that Deadman's Statutes, in the few jurisdictions where they still exist, "deliberately impede[] the court's search for the truth on the grounds that judges and jurors are not capable of properly assessing credibility." Cortland and Walston & Co., 340 F. Supp. 1076 (S.D. N.Y. 1972). By declining to enact such a statute, the Legislature here has made clear its judgment that triers of fact are indeed "capable of properly assessing credibility" in cases where one party is testifying to a transaction with a deceased party, and that agreements of this kind may be proved by the testimony of the living party. The absence of a Deadman's Statute in the Virgin Islands Code or Rules of Evidence therefore dooms any argument that Mr. Yusuf's testimony about the existence of the agreement is legally ineffective to prove it.⁶

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⁶Dead man's statutes or rules have been subjected to withering criticism by nearly all of the

IV. Hamed's Argument that the Parties' Course of Dealing Is Inconsistent with the GRTs Agreement is Meritless.

Hamed also argues that the course of dealing between the parties belies the agreement because John Gaffney testified that in the period 2002 to 2012 "sometimes the Partnership paid the United Shopping Center GRTs and sometimes not." See Hamed's Motion at p. 29. That is a mischaracterization of Gaffney's testimony. What Gaffney actually testified to on examination by Hamed's counsel is that he did not know at all whether United's GRTs from 2002 to 2006 were paid for out of United's Plaza Extra accounts or its landlord tenant accounts. See Exhibit 1, p. 135. He testified that he had "some recollection" of reviewing records for the 2007 to 2011 time period, and that he "saw evidence of payments coming from the Plaza – and I'm going to just say Plaza cash accounts," with an "occasional payment out of the shopping center account" during those years. *Id*. at 135; see also Exhibit 1, p. 136 (testifying that when he began working at Plaza Extra in 2012, he "was aware of the fact that they were paying for the gross receipts taxes over in St. Thomas, because that's where [Margie Soeffing] was located and that's where Mr. Yusuf was located at that time too"). Previously, John Gaffney testified pursuant to a Declaration made in 2016 that "Since I began providing accounting services with respect to the Plaza Extra Stores, I have never found any evidence that the United Shopping Center ever previously paid or reimbursed Plaza Extra-East for such gross receipts taxes [for the Shopping Center] and insurance." See Exhibit 14—Excerpts from Yusuf's

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commentators, and they are now rare in the fifty states. *See Courtland*, *supra*, at 1091-1092; *State Farm Fire & Cas. Co. v. Prinz*, 743 S.E.2d 907, 912, 914-915 (W. Va. 2013). Most states that enacted dead man's statutes years ago have long since abolished them, and as of 2013 "only nine states" still retained them in some form. *See State Farm Fire & Cas. Co.*, *supra* at 915.

⁷The 2007 to 2011 period is shown in "light blue" on the chart created by Hamed's counsel and marked in the January 2020 depositions as Exhibit 1. Gaffney's testimony about the period shown in "light blue" is therefore testimony about the 2007 to 2011 time period. *See* Exhibit 1, p. 135.

Opposition to Motion to Remove Liquidating Partner, including Gaffney Declaration as Exhibit 6 thereto. The fact that occasionally United may have paid its own GRTs in the 2006 to 2011 time period from its tenant accounts hardly undercuts the existence of an agreement. At most, it means that the occasional payments from tenant accounts in that period would be reimbursable to United in this Wind Up proceeding if it had filed a claim for reimbursement for them.

More importantly, Hamed fails to acknowledge the most relevant evidence as to the partners' course of dealings—that Waheed ("Willie") Hamed signed checks with Nejeh Yusuf to pay for the collective GRTs for the stores as well as the rental income from the Shopping Center. A representative example are the actual checks for February and March of 2012 (before the lawsuit was filed). *See* Exhibit 14—Plaza Extra Partnership Checks signed by Willie Hamed and Nejeh Yusuf to reimburse for payment of the collective GRTs for the supermarket and Shopping Center paid with credits cards. Clearly Hamed is aware of these payments as the documents bear the Hamed bates numbers—HAMD604078 thru HAMD604086. Additional checks signed by Waleed ("Wally") Hamed to Inter Ocean Insurance dating back to July 2003 further reflect the course of dealing between the partners to pay for expenses such as insurance at the Shopping Center. *Id.* at HAMD604050, HAMD604053, HAMD604058, HAMD604067, HAMD604075. The payment of the collective GRTs (as well as other expenses) with the blessing and acknowledgement of the Hameds, before the lawsuit was filed, demonstrates that the Partners acted on the agreement for the entire duration of the Partnership.

John Gaffney did not become employed by Plaza Extra East until October 2012, and did not begin treating the Plaza Extra business as a Partnership for tax and accounting purposes until 2014, at which time he made the Partnership accounting treatment retroactive to January 2013.

See Exhibit 1, p. 122, 136. His predecessor, Margaret Soeffing, was making accounting determinations at a time before Judge Brady made his preliminary finding in April 2013 that a Partnership existed and was enforceable. Contrary to Hamed's suggestions in his Motion, all of her accounting treated the supermarket business and the shopping center business as being operated under United Corporation, and she could not possibly have been making any determinations about what might or could be charged to or owed to a Partnership. See Exhibit 1, pp. 141 (testimony of John Gaffney) ("[i]t's all United Corporation," and "everything that was paid on behalf of the shopping center was a legitimate gross receipts tax for purposes of the [United] tax return"). Furthermore, anything Ms. Soeffing was doing from an accounting standpoint could not have covered the years 2002 to 2012, as Hamed implies in his Statement of Undisputed Material Fact No. 28, infra, because she was only employed by United for a brief period from June 2011 and to mid-2013, a few months after John Gaffney joined. See Exhibit 13, Declaration of Nejeh Yusuf.

As for Mr. Yusuf, he is not an accountant, *see* Exhibit 1, p. 29, and nothing in his testimony suggests that he concerned himself to any significant degree with how Ms. Soeffing was treating the Shopping Center GRTs payments made from Plaza accounts for United's internal accounting purposes during her brief tenure at United. But Gaffney's testimony is that Mr. Yusuf did instruct her to make those GRTs payments from Plaza accounts, *see id.* at 131, and that Mr. Yusuf also instructed her when the issue arose that the payments of United Shopping Center GRTs should be expensed to Plaza Extra accounts and not United Shopping Center tenant accounts, *see id.* at 139. Far from being at odds with the agreement to pay Shopping Center GRTs, Mr. Yusuf's directives to Ms. Soeffing that Gaffney testified to would be entirely consistent with it.

Hamed also asserts in his Statement of Undisputed Material Fact Nos. 25 and 26 that under generally accepted accounting principles ("GAAP"), oral intra-company agreements or oral agreements between a company and a third party regarding who should be charged for an expense that was paid by one of them may not be given effect in financial statements. In response to a question from counsel for Hamed about how GAAP would treat an oral agreement unsupported by any paperwork, Mr. Gaffney stated that this kind of thing "happens in GAAP all the time" and is "usually covered in notes to the financial statements." *See* Exhibit 1, pp. 146-147. GAAP's only relevance to this issue is that once an issue about an oral agreement is resolved by the parties or the Master, GAAP would require that an appropriate journal entry be made to document the resolution. *See id.* at 147.

In the Partnership accounting that began in 2013, Gaffney handled the payments of Shopping Center GRTs as a "due to/from item," leaving the issue of whether United or the Partnership was responsible for them to be resolved at a later time by the parties or the Master; and that treatment is entirely consistent with GAAP. *See id.* at 131-132, 143, 147-148. In treating this as a due to/from item, Gaffney was expressing no opinion of his own on whether the Partnership or United should ultimately be held responsible for the payments of shopping center GRTs, but was instead leaving that for others to resolve by "argu[ing the point." *See id.* at 145-146. Hamed's counsel persistently tried to get Gaffney to agree that GAAP supported Hamed's position, but was unsuccessful. It is clear from Hamed's counsel extensive cross-examination on this subject that Gaffney did not believe that either GAAP or the history of the accounting treatment of this item dictated any particular resolution of this open issue, and it is just as clear that Gaffney would not have left this issue open for later resolution if he believed that GAAP

dictated a particular result. See generally Exhibit 1, pp. 130-151.

If Hamed's argument that GAAP does not permit the recognition of oral agreements, or oral agreements that were consistently not recognized in the accounting, were correct, he would be shooting himself in the foot in any event. For that would mean that no aspect of the oral Partnership agreement between Hamed and Yusuf regarding the Plaza Extra supermarkets can now be treated in accounting terms as a Partnership, especially since the supermarket business was consistently accounted for as a United Corporation business from its inception through 2012. And if the decision to begin treating the supermarket business as a Partnership for accounting and tax purposes for 2013 was illegitimate, then Hamed's claim H-150 would also be illegitimate because how the GRT payments should be treated would simply be an internal United accounting issue.

V. United's Counter-Statement of Undisputed Material Facts and Its Response to Hamed's Statement of Undisputed Material Facts

Below is United's Counter-Statement of Undisputed Material Facts ("Counter-SUMF") followed, in tabular form,⁸ by Hamed's Statement of Undisputed Material Facts ("SUMF") and United's response to them. Completely apart from whether they are true or false, many of Hamed's tediously long statements of fact are immaterial to the narrow issues raised by his motion. It is also worth noting that Hamed has buried in his SUMF (at statement number 33, *infra*) a legal conclusion regarding the provision in section 71 of the Virgin Islands Revised Uniform Partnership

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⁸United has placed Hamed's SUMF and its responses in table format for the convenience of the Master in reviewing Hamed's statements and United's responses to each without having to flip back and forth between Hamed's motion and United's opposition. The use of the table format adds to the length of this opposition, but United hopes that this disadvantage is outweighed by the greater ease of comparing statements and responses. United has not reproduced and attached the exhibits that appear in Hamed's SUMF, although some of what Hamed attached as exhibits appears in United's own exhibits.

Act ("RUPA") that "[e]ach partner has equal rights in the management and conduct of the partnership business." 26 V.I.C. § 71(f). Hamed appears to assert, incorrectly, that this provision of RUPA may not be modified by the parties, and that Yusuf and Hamed did not have a different agreement regarding the management of the partnership business. Hamed does not develop this legal contention in the body of his Motion, but to the extent that it has any relevance to the issues raised by his motion, United will address why it is mistaken. The section 71(f) provision is drawn verbatim from RUPA section 401, Partner's Right and Duties. The RUPA Comment to section 401 states unequivocally that this is one of the "default rules that govern the relations among partners" and that it (along with every other rule set forth in that section) is "subject to contrary agreement of the partners." See Exhibit 4, RUPA Section 401 and excerpt from Comments. Moreover, 26 V.I.C. § 4 provides that "[e]xcept as otherwise provided in subsection (b) of this section, relations among the partners and between the partners and the partnership are governed by the partnership agreement." Subsection (b) does not include section 71(f) in it enumeration of the ten items that may not be varied by agreement. See also Exhibit 5, Prefatory Note to RUPA, p. 2 (stating that RUPA "gives supremacy to the partnership agreement in almost all situations"). Judge Brady found in a pair of 2017 opinions that under the partnership agreement, Yusuf was the managing partner and in charge of the finances of the partnership. See Hamed v. Yusuf, 69 V.I. 168, 175, n.4 (V.I. Super. 2017) (finding that "Yusuf acted as the managing partner" and that Hamed was "completely removed from the financial aspects of the business") and 69 V.I. 189, 215 (V.I. Super. 2017) ("As managing partner,...[i]t was Yusuf's responsibility to oversee, account for, and periodically reconcile the distributions of funds between the partners"). Hamed's contention that Hamed and Yusuf had equal roles in the management of the Partnership is therefore mistaken.

A. United's Counter-Statement of Undisputed Material Facts.

- 1. When the Partnership between Mr. Yusuf and Mohammad Hamed was formed in 1986, Mr. Yusuf knew and told Mr. Hamed that the Partnership would have to borrow money in order to realize the objective of opening a supermarket in St. Croix, that the lender would want his (Yusuf's) home as collateral for the loan, and would also insist on a personal guarantee, and that he (Yusuf) was the partner who would have to manage the supermarket. *See* Exhibit 1, pp. 10, 21 (testimony of Fathi Yusuf).
- 2. Mr. Yusuf and Mohammad Hamed agreed when the Partnership was formed that it would be responsible for all of the gross receipt taxes or GRTs to the Virgin Islands government, including the GRTs from United's rental income from the United Shopping Center and the GRTs from store income. *See* Exhibit 1, p. 11 (testimony of Fathi Yusuf).
- 3. The GRT rate was then 4%, and later increased to 5%. *See* Exhibit 1, p. 10 (testimony of Fathi Yusuf). The portion of the GRT on rental income was very small in comparison to the portion on supermarket income. *See id.* at 10, 17 (testimony of Fathi Yusuf).
- 4. From 1986 until the time of the fire that burned down the Plaza Extra East store and other bays at the shopping center, the GRT for rental income earned from tenants at the United Shopping Center was paid from Plaza Extra accounts. *See* Exhibit 1, p. 11 (testimony of Fathi Yusuf).
- 5. Mr. Yusuf moved to St. Thomas after the fire in 1992 in order to open the Plaza Extra Tutu Park store. *See* Exhibit 1, p. 11 (testimony of Fathi Yusuf).

- 6. Waleed Hamed was placed in charge of the Plaza Extra East store when it reopened,⁹ and Mr. Yusuf expected and believed that the Partnership would continue paying the GRT on United's rental income in accordance with his agreement with Mohammad Hamed. *See* Exhibit 1, p. 13 (testimony of Fathi Yusuf); *see also* Exhibit 1, p. 43-44 (testimony of Mike Yusuf). Following his return to St. Croix and the filing of this lawsuit in 2012, Mr. Yusuf first discovered from a review of records that gross receipt taxes for rental income had been paid form United's tenant accounts, rather than Plaza Extra accounts, up to 2001. *See id.* at 13, 17 (testimony of Fathi Yusuf); Exhibit 3.
- 7. United's Claim Y-5 is supported by records showing that it paid from its tenant account at Community Bank a total of \$60,586.96 in GRT on rental income earned from tenants at the United Shopping Center that should have been paid by the partnership. *See* Exhibit 7, checks, gross receipts forms, and monthly tenant account reconciliations for 1996 2001 showing payment of gross receipt taxes from United's tenant account from 1993 to 2001; Exhibit 8, Community Bank account records from 1996 showing checks corresponding to GRT payments for 1996; Exhibit 9, 1995 monthly tenant account reconciliations; and Exhibit 10, monthly tenant account reconciliations for 1997 and 1998, and corresponding Community Bank statements for 1997 and 1998.
- 8. United resumed paying Shopping Center GRTs in 2001 for United's rental income from Plaza Extra Partnership accounts, and continued doing so until Fathi Yusuf became the sole

⁹The Plaza Extra East store reopened in May, 1994, *see* Exhibit 6, excerpts of Fathi Yusuf's August 12, 2014 Declaration, p. 3, ¶6, and Waleed Hamed was placed in charge of that store, *see* Exhibit 3, January 22, 2020 Deposition, p. 10 (testimony of Fathi Yusuf).

owner of the Plaza Extra East store in March 2015, pursuant to Judge Brady's Wind Up Order. *See* Exhibit 11, Hamed's Chart marked as Deposition Exhibit 1 in the January 2020 depositions.

- 9. Waleed Hamed was still in college when Mr. Yusuf reached his agreement with Mohammad Hamed regarding the payment of gross receipt taxes, and was not present when that agreement was made. *See* Exhibit 1, p. 24 (testimony of Fathi Yusuf). Mufeed Hamed was still a "kid" when the agreement was made. *See id.* at pp. 114-115.
- 10. Waheed ("Willie") Hamed signed checks with Nejeh Yusuf to pay for the collective GRTs for the stores as well as the rental income from the Shopping Center. A representative example are the actual checks for February and March of 2012 (before the lawsuit was filed). *See* Exhibit 14—Plaza Extra Partnership Checks signed by Willie Hamed and Nejeh Yusuf to reimburse for payment of the collective GRTs for the supermarket and Shopping Center paid with credits cards.
- 11. Hamed is aware of these payments for the collective GRTs as reflected in Exhibit 14 as the documents bear the Hamed bates numbers—HAMD604078 thru HAMD604086.
- 12. Additional checks signed by Waleed Hamed to Inter Ocean Insurance dating back to July 2003 further reflect the course of dealing between the partners to pay for expenses such as insurance at the Shopping Center. *Id.* at HAMD604050, HAMD604053, HAMD604058, HAMD604067, HAMD604075.
- 13. The payment of the collective GRTs (as well as other expenses) with the blessing and acknowledgement of the Hameds, before the lawsuit was filed, demonstrates that the Partners acted on the agreement for the entire duration of the Partnership. *See* Exhibit 14.

B. Hamed's Statement of Undisputed Material Facts and United's Responses to Same.

	HAMED'S SUMF	UNITED'S RESPONSE TO SUMF
1.	The United Shopping Center is owned wholly by the United Corporation, a Yusuf family-owned corporation. (Group Exhibit 1) Excluding the Plaza Extra East grocery store, the United Shopping Center has approximately 30 stores and 15 office suites available for rent, with approximately 65,000 in total square footage. (Exhibit 2)	Undisputed.
	Alleged Agreement between Fathi Yusuf and Mohammad Hamed	
2.	Fathi Yusuf testified that he and Mr. Mohammad Hamed agreed that the Partnership would pay for the gross receipt taxes ("GRT") of the Yusuf family-owned United Shopping Center before the Partnership came into existence in 1986. Neither Fathi Yusuf nor the United Corporation produced documentation substantiating this alleged agreement. (Exhibits 8, 10) Q. [Ms. Perrell] So when I say United, I'm talking about United that is your family's entity that owns real estate and the shopping center and so forth. ****	Dispute that the GRTs agreement was made before the Partnership agreement. Mr. Yusuf made it clear in earlier parts of his testimony that the GRTs agreement was part of the agreement by which he and Hamed became partners and part of the agreement by which the Partnership would rent from United the premises at which the store would operate. <i>See</i> Exhibit 1, pp. 9-11. His statement that these agreements were made before there was a Partnership mean that they were made before the Plaza Extra East store began operating in 1986.
	Q. [Ms. Perrell] Has United made a claim in this lawsuit –	
	A. [FATHI YUSUF] Yes.	
	Q to recover gross receipts that has been paid by the United on behalf of receipts from tenants that United believes should	

	HAMED'S SUMF	UNITED'S RESPONSE TO SUMF
	have been paid by the partnership?	
	A. It should have. That's the agreement between me and Mr. Mohammad Hamed, is the rent, it was very, very low, \$3 a square foot	
	* * * *	
	Q. [Mr. Hartmann] Let's talk a little bit about the original deal back with you and Mr. Mohammad Hamed, okay? Back when when you say that you agreed about gross receipts tax and insurance, that you weren't going to pay it, okay?	
	When was that? Do you remember, was that like in 1986 when you first started?	
	A. [FATHI YUSUF] Before 1986.	
	Q. Before there was a partnership –	
	A. Yes. (Exhibit 3)	
3.	According to Fathi Yusuf, Mohammad Hamed did not agree to have the Partnership pay the gross receipt taxes of the United Shopping Center. Fathi Yusuf testified in his 2020 deposition that Mr. Mohammad Hamed never specifically agreed to have the Partnership pay the gross receipt taxes for the Yusuf family-owned United Shopping Center, rather "[w]hat he [Mr. Hamed] said, he never say nothing. Whatever I say goes. And he [Mr. Hamed] accepted it."	Disputed. Mr. Yusuf's testimony quoted in statement of undisputed fact no. 2 unequivocally demonstrates that the agreement was made. The full context of the Yusuf testimony referenced in this statement of undisputed fact makes it clear that Mr. Yusuf simply meant that Mohammad Hamed did not object to or question him about the proposed
	Q. [Mr. Hartmann]Let's talk a little bit about the original deal back with you and Mr. Mohammad Hamed, okay?	obligation before Hamed assented to it.

HAMED'S SUMF	UNITED'S RESPONSE TO SUMF
Back when when you say that you agreed about gross receipts tax and insurance, that you weren't going to pay it, okay? When was that? Do you remember, was that like in 1986 when you first started?	
A. [FATHI YUSUF] Before 1986.	
Q. Before there was a partnership –	
A. Yes.	
* * * *	
Q. Tell me a little bit about how that took place. Like, if you remember kind of like what he said and what you said.	
A. What he said, he never say nothing. Whatever I say goes.	
* * * *	
A. And he accepted it. (Exhibit 3) Later in his deposition in 2020, Mr. Yusuf reiterated the fact that Mr. Mohammad Hamed never said anything in response to Yusuf's alleged agreement that the Partnership would pay for the United Shopping Center's gross receipt taxes.	
Q. [Mr. Hartmann] you said to him, The grocery store's got to pay the receipts, not only for the grocery store, but also for my what your lawyer called the part of United that is just the Yusuf, I'll call it Yusuf's United. So the gross receipts tax would be paid not only for the grocery store, but also for Yusufs' United?	
A. [FATHI YUSUF] Um-hum.	

	HAMED'S SUMF	UNITED'S RESPONSE TO SUMF
	Q. And you said that you told him that?	
	A. Yeah.	
	Q. And he never said anything?	
	A. He never said. And then I explain to him. (Exhibit 3)	
4.	It is undisputed that no one other than Fathi Yusuf has testified that there was an agreement between Yusuf and Mohammad Hamed to have the Partnership pay the GRTs of the United Shopping Center. For example, Waleed "Wally" Hamed said his father did not tell him of such an agreement and he was unaware that this agreement existed. Q. [Ms. Perrell] The first question I have	Undisputed.
	is, were you aware of the agreement between Mr. Fathi Yusuf and your father, Mohammad Hamed, that Mr. Yusuf testified to that the grocery store operations, the partnership, would ultimately pay all of the gross receipts for the shopping center? Were you aware of that?	
	A. [WALLY HAMED] No.	
	Q. [Ms. Perrell]	
	A. [WALLY HAMED] That's correct. (Exhibit 3)	

	HAMED'S SUMF	UNITED'S RESPONSE TO SUMF
5.	It is undisputed that Maher "Mike" Yusuf, Fathi Yusuf's oldest son and current President of the United Corporation, did not know of the alleged agreement between his father and Mohammad Hamed to have the Partnership pay the GRTs of the United Shopping Center.	Undisputed.
	 Q. [Ms. Perrell] Did you have any conversations with your father prior to the time that he went over to St. Thomas about how the gross receipts issues were supposed to be resolved with the shopping center? A. [MAHER YUSUF] No. 	
	 * * * * Q. All right. And when you issued the check, did you have any idea whether there had already been a prior arrangement between your father and Mr. Hamed? A. No, I didn't know the details back then. (Exhibit 3) 	
6.	It is undisputed that Mufeed "Mafi" Hamed, who worked in the Plaza Extra East store, did not know of the alleged agreement between his father and Fathi Yusuf to have the Partnership pay the GRTs of the United Shopping Center. Further, Mafi Hamed stated that his father would have told him had such an agreement existed because his father discussed everything owed to Mr. Yusuf with him and his brothers. Q. [Ms. Perrell] You're not aware you were not present during the meeting that Mr. Yusuf had with Mr. Mohammad	Undisputed that Mufeed Hamed claims he did not know of the GRTs agreement, but disputed that Mohammad Hamed would have told him or his sons about the agreement. The GRTs were in dollar terms a relatively minor item compared to the operation of the Plaza Extra business and to Mohammad Hamed's 50% share of that income. See Exhibit 1, p. 17 (testimony of Fathi Yusuf). Mufeed Hamed testified that he was still a "kid" when the agreement was made. See id. at pp. 114-115.

	HAMED'S SUMF	UNITED'S RESPONSE TO SUMF
	earlier regarding how the gross receipts for the shopping center were to be paid; isn't that correct?	
	A. [MAFI HAMED] Yeah, that's correct, but just because he says it, that doesn't mean it's true.	
	Q. But you weren't present for the conversation, sir, you don't know, correct?	
	A. No, I don't know.	
	Q. All right. And you never discussed that with your father, correct?	
	A. No. My father would discuss everything that was owed to Mr. Yusuf and we would know about it.	
	* * * *	
	A. [MAFI HAMED] He wouldn't keep anything out. He wouldn't have these secret meetings. He wouldn't have any of these other situation. My father's an honorable man. He's an honest man, and he was to his word. (Exhibit 3)	
	Rationale for Partnership to Pay United Shopping Center's GRTs & Property Insurance	
7.	Mr. Yusuf testified in his January 21, 2020 deposition that in the beginning of the Partnership he told Mr. Hamed that he would rent the space for the Plaza Extra East store to the Partnership for a low rate of \$3 per square foot. In exchange for that rental rate, Mr. Yusuf stated that the Partnership would allegedly have to pay for the Yusuf family-owned United Shopping Center's gross receipt	Disputed, because the paragraph that purports to summarize the testimony of Mr. Yusuf does not state that he or United is offering anything in "exchange for" the promise of the Partnership to pay GRTs.

HAMED'S SUMF	UNITED'S RESPONSE TO SUMF
taxes and insurance.	
Q. [Ms. Perrell] So when I say United, I'm talking about United that is your family's entity that owns real estate and the shopping center and so forth.	
*** *	
Q. [Ms. Perrell] Has United made a claim in this lawsuit –	
A. [FATHI YUSUF] Yes.	
Q to recover gross receipts that has been paid by the United on behalf of receipts from tenants that United believes should have been paid by the partnership?	
A. It should have. That's the agreement between me and Mr. Mohammad Hamed, is the rent, it was very, very low, \$3 a square foot	
*** *	
A. [FATHI YUSUF] I know we're going to face a project in the millions, at least \$3-to \$4 million. And I know my brother-in-law have nothing beside what he save, 400,000. So for us to go into a big business way above our financial capacity, we have no choice but to hit a lending institute. And from experience, nobody will lend any money without taking United Shopping Center as a collateral, and the house, and the owner personal financial guarantee. And based on that, I say, Listen, I am giving you this \$3 a square foot, but I'm not paying no insurance, I'm not paying no gross receipt. The store have to take care of it. (Exhibit 3)	

	HAMED'S SUMF	UNITED'S RESPONSE TO SUMF
8.	Contrary to Fathi Yusuf's deposition testimony on January 21, 2020, on April 27, 2015, Judge Brady made a factual finding in his Order that rent from 1986-2004 was charged at 5.55 per square foot for the Plaza Extra East store. Yusuf specifically addresses how rent is calculated (\$5.55 per square foot), stating that the past due rent is "the same as the old one," referring to the 1986 - 1994 rental amounts Yusuf presents more than sufficient evidence that the Partnership's arrangement with United from 1986 to 1994 was identical, in terms of past due rent, as the arrangement between 1994 through 2004. (Exhibit 12, p. 9)	Disputed that there is any substantive contradiction between Yusuf's January 21, 2020 deposition testimony and Judge Brady's finding, and disputes that this alleged discrepancy is material to any issues in this motion. Yusuf testified in his 2014 deposition that the rental rate of \$5.55 per square foot in the 1986 to 1994 time period was made up of two components: \$3.00/sq. ft. in pure rent charge and \$2.55/sq. foot in maintenance charges. See Exhibit 2, April 2, 2014 Deposition, p. 83 (testimony of Fathi Yusuf). He spoke imprecisely in this past January's depositions when he referred to the \$3.00/sq. foot as the rent without clarifying that the total rent was \$5.55 per square foot. That minor imprecision does not change the substance of his testimony in the January deposition that the rent being charged for the 1986 to 1994 time period was below market rates. See also Exhibit 6, August 12, 2014 Declaration of Fathi Yusuf, ¶5 (referring to the rent in the initial period as \$5.55/sq. foot rent and describing it as a below market rate).
9.	Judge Brady also found in his April 27, 2015 Order that rent from 2012-March 8, 2015 was to be charged at a rate of \$10.12 per square foot (Plaza Extra East grocery store is 69,680 square feet and rent was \$58,791.38 per month) (Exhibit 12 , pp. 2, 11-12), the same amount of rent charged for 2004-2011. (Exhibit 12 , p. 10)	Disputed. Judge Brady never found in his April 27, 2015 order that the parties agreed to a \$10.12 per square foot rental rate for the 2004 to 2011 and 2012 – 2015 periods. The agreed-upon rental rate for the 2004 to 2011 period was not a price per square foot rate, but instead a formula that

	HAMED'S SUMF	UNITED'S RESPONSE TO
		SUMF
	The proof before the Court is clear as to United's claim that rent is due for Bay No. 1 at the rate of \$58,791.38 per month from January 1, 2012 to September 30, 2013[T]he Liquidating Partner, under the supervision of the Master, is authorized and directed to pay additional rents that have come due from October 1, 2013 at the rate of \$58,791.38 per month, until the date that Yusuf assumed full possession and control of Plaza Extra - East. (Exhibit 12 , pp. 11- 12)	calculated the annual rents as a percentage of annual sales at the Plaza Extra Tutu Park store and then applied that percentage to the Plaza Extra East sales to determine rent. See Exhibit 12, September 5, 2013 Declaration of Fathi Yusuf, ¶6. Judge Brady found in his April 27, 2015 Order that the parties agreed to this formula for calculating rent, and he used it to calculate rent due for the 2012 to 2015 time period. See Hamed's Exhibit 12, p. 11.
10.	On January 21, 2020, Mr. Yusuf also testified to another alleged trade-off for the agreement that the Partnership would pay the gross receipt taxes and property insurance for the Yusuf family-owned United Shopping Center. In exchange for paying the gross receipt taxes for the Yusuf family owned United Shopping Center, the Partnership would get the full depreciation of the United Shopping Center on its taxes.	Disputed, because the summary of the quoted testimony is inaccurate, insofar as Mr. Yusuf did not use the words "trade-off" or "exchange" to characterize depreciation of the United Shopping Center.
	Q. [Mr. Hartmann] you said to him, The grocery store's got to pay the receipts, not only for the grocery store, but also for my what your lawyer called the part of United that is just the Yusuf, I'll call it Yusuf's United. So the gross receipts tax would be paid not only for the grocery store, but also for Yusufs' United?	
	A. [FATHI YUSUF] Um-hum.	
	Q. And you said that you told him that?	
	A. Yeah.	

	HAMED'S SUMF	UNITED'S RESPONSE TO SUMF
	Q. And he never said anything?	
	A. He never said. And then I explain to him.	
	* * * *	
	A. All my building depreciation, two-and-a-half two-and-a-half, \$3 million, it being wiped out, credit, to the income of this partnership. So Mohammad Hamed, he getting depreciation on something that he don't even own.	
	Q. Could you use a depreciation at the time?	
	A. Sure.	
	Q. Did you have enough income?	
	A. Yeah.	
	* * * * A. All the my building value, it being wiped out completely to the partnership. (Exhibit 3)	
11.	In an earlier deposition, on April 2, 2014, Fathi Yusuf testified under oath that he and Mr. Hamed were partners, but there were a lot of conditions Mr. Hamed had to agree to as a basis of that partnership. Mr. Yusuf stated that "I have the final word," with respect to the Partnership. Mr. Yusuf explained that the United Corporation was supposed to have an office free of charge in the supermarket and the Partnership would pay all of the gross receipts and insurance for the entire building of the United Shopping Plaza. Yusuf explained it as a trade-off: the Partnership took the depreciation of the whole United Shopping	

HAMED'S SUMF	UNITED'S RESPONSE TO SUMF
Plaza on its taxes in exchange for the Partnership paying the United Shopping Center's the gross receipts taxes and insurance.	
[FATHI YUSUF] I have, with this gentleman, a shake-hand commitment, and I live up to it up to now, just to show you how clean I am and how decent I am, this man never have my signature as a partner, but I have never deny him as a partner in the profit. But there is a lot of condition, he have to live up to it.	
Q. [Attorney Holt] Are there some other conditions to this partnership agreement?	
A. [FATHI YUSUF] No. The condition is, I have the final word. It's I am obligated to consult with him, if I see it's important for me to consult. I was suppose to be, after 1993, I was supposed to have an office within the supermarket free of charge. I was he was supposed to, the Plaza Extra was supposed to pay all the gross receipt from January 1st, 1994 up to present, and it was covering in the building, the entire building of United Shopping Plaza. My duty was, is to go and commit the same thing we ensure, to bring money to Mr. Hamed an extent, which cost him nothing. It cost me personal guarantee, and it costing me everything I own except my children and my wife.	

Q. Okay. So the Plaza Extra stores would pay for insurance on the whole shopping	

	HAMED'S SUMF	UNITED'S RESPONSE TO SUMF
	center?	
	A. Yes.	
	Q. And the Plaza Extra Supermarket would pay the gross receipts, not just on the grocery store profits, but on the rent?	
	A. Yes.	
	* * * *	
	A. One more item. The United Shopping Plaza was using the entire shopping center value depreciation to offset any income tax, which that, in return, it will give you greater saving than the insurance and the gross receipt.	
	Q. So there's a tradeoff you're giving them –	
	A. It's a tradeoff, yes.	
	Q. You're giving them depreciation; they're paying gross receipts and insurance?	
	A. Yes. Yes, sir. (Exhibit 4)	
12.	It is undisputed that Fathi Yusuf and the United Corporation have not provided any evidence that the Partnership got the depreciation value of the United Shopping Center on its taxes from 2012-March 8, 2015, the time period of this claim. (Exhibit 8)	United does not dispute that the Partnership tax returns for the 2013 to 2015 tax years do not show a deduction for depreciation for the United Shopping Center. From tax years 2013, John Gaffney began preparing separate United and Partnership tax returns, and building depreciation would not be shown as a deduction on those returns as it had been when supermarket income was being reported on United Corporation returns. <i>See</i> Exhibit 1, p. 122.

	HAMED'S SUMF	UNITED'S RESPONSE TO SUMF
	1986-1992 Payment of United Shopping Center's GRTs	
13.	From 1986 to 1992, Fathi Yusuf testified in his 2020 deposition that the Partnership paid for the Yusuf family-owned United Corporation Shopping Center's gross receipt taxes.	Undisputed.
	Q. [Ms. Perrell] How did the gross receipts tax for the shopping center get paid from 19 1986 until the time of the fire?	
	A. [FATHI YUSUF] It's being paid by the by the partnership.	

	Q. Mr. Hartmann] And who and who after you opened up in '86, who took physically took care of the taxes? Who wrote the check, etcetera?	
	A. Write the check, sometime I write it. Sometime Wally write it.	
	Q. Wrote the check?	
	A. Yeah. (Exhibit 3)	
14.	Fathi Yusuf contradicted his own testimony. In an earlier deposition in 2014, Yusuf testified that the Partnership was not supposed to be paying the United Shopping Center's GRTs until 1994.	Disputed, because there is no contradiction. From context, it is clear that the Yusuf referred to 1994 because that is when, unbeknownst to him, the practice that had been in effect from 1986, to 1992, (of the Partnership
	Q. [Attorney Holt] Are there some other conditions to this partnership agreement?	1986 to 1992 (of the Partnership paying United's GRT's) ceased, and United began paying its own GRTs.
	A. [FATHI YUSUF] No. The condition is, I have the final word. It's I am obligated to consult with him, if I see it's important for	

	HAMED'S SUMF	UNITED'S RESPONSE TO SUMF
	me to consult. I was suppose to be, after 1993, I was supposed to have an office within the supermarket free of charge. I was he was supposed to, the Plaza Extra was supposed to pay all the gross receipt from January 1st, 1994 up to present, and it was covering in the building, the entire building of United Shopping Plaza. (Exhibit 4)	
15.	It is also undisputed that Wally Hamed did not write Partnership checks for the 1986 to 1992 United Shopping gross receipt taxes because he testified in his deposition that he did not have checking writing authority until 1994 on the Partnership's Plaza Extra accounts.	Disputed. Mr. Yusuf testified that Waleed Hamed wrote some of those checks. <i>See</i> Exhibit 1, p. 12 (testimony of Fathi Yusuf).
	Q. [Ms. Perrell] And so before Mr. Yusuf left, did you have anything to do with the writing of any checks for the gross receipts, either for the grocery store operations, or any other gross receipts taxes?	
	A. [WALLY HAMED] Like I told you, I had nothing to with the shopping center whatsoever. And as far as me signing checks, we opened Plaza Extra East in 1986. I didn't have any signing check I mean, I had no authority to sign checks. Fathi was the only one who signed the checks –	
	* * * * A for the Plaza Extra East.	
	Q. [Ms. Perrell] When was it you were given authority to sign checks?	
	A. [WALLY HAMED] Sometime probably 3-4 years after that.	

	HAMED'S SUMF	UNITED'S RESPONSE TO SUMF
	Q. So would that be early '90s?	
	A. I'm not sure. I think probably after we moved to St. Thomas, or right after we moved to St. Thomas.	
	Q. Because at that point, Mr. Yusuf would be gone and somebody would need to do it on behalf of the East store?	
	A. I believe around that time, yes.	
	Q So that makes sense	
	Q. (Mr. Hartmann) And just for the record, what was the date of that?	
	A. The date of?	
	Q. When you opened St. Thomas.	
	A. St. Thomas, I believe it's in '94. (Exhibit 3)	
	1993-2001 Payment of United Shopping Center's GRTs	
16.	From 1993 through August 2001, the United Corporation Shopping Center paid its own gross receipt taxes on the proceeds of its rents out of its tenant bank account. (Exhibit 5 , pp. YUSF237705, YUSF237787)	Undisputed.
17.	Fathi Yusuf left the St. Croix store at the end of 1992 to work in the newly opened Plaza Extra store in St. Thomas. Mr. Yusuf testified that between 1993 and 2001, he assumed that the Partnership continued to pay the United Shopping Center's gross receipt taxes.	Undisputed.

HAMED'S SUMF	UNITED'S RESPONSE TO SUMF
Q. [Mr. Hartmann] And and during that time [1986-1992], you had to even back in those days, you had to fill out a sheet, right, for the gross receipts tax every month?	
A. [FATHI YUSUF] Yes.	
Q. Yeah. And was did one of you, in particular, do it, or did whoever do it?	
A. No, the man who collecting the rent. I don't collect rent. I used to have a manager.	
* * * *	
Q. So you had a manager who filled out the tax forms –	
A. Yeah.	
Q and then paid them?	
A. Yes.	
* * * *	
A. He asked for a check and check would be written and give to him.	
* * * *	
Q. And and did it stay that way fromfrom the time you opened until you left for St. Thomas in '92?	
A. Yes.	
* * * *	
Q. [Mr. Hartmann] So so when you moved to	

	HAMED'S SUMF	UNITED'S RESPONSE TO SUMF
	St. Thomas at the end of '92, did the taxes continue to get paid the same way? In other words, did your manager—	
	A. [FATHI YUSUF] I would assume so.	
	Q. But you don't know?	
	A. I don't know. (Exhibit 3)	
18.	By way of example, Mr. Yusuf testified that the United Shopping Center paid its own gross receipt tax for the month of July 1999 out of its tenant bank account. He noted that his son Mike Yusuf and the Shopping Center's property manager signed the check for the GRT payment.	Undisputed.
	Q. [Mr. Hartmann]I'm showing the witness Exhibit F, which has been marked as Exhibit 3 for the purposes of this deposition, which previously the witness identified as his claim.	
	Q. (Mr. Hartmann) And what I'm referring to is marked with a Bates Stamp Number Exhibit FY 015001.	
	Q. (Mr. Hartmann) What I'm showing you is a check written on United Corporation Tenants Account.	
	A. [FATHI YUSUF] Um-hum, yes.	
	Q. The tenants' account, not not on the partnership account.	
	A. Yeah.	
	Q. And and it's Check Number 1674, dated 8-27-99. And itself written to the Government of the Virgin Islands for gross	

HAMED'S SUMF	UNITED'S RESPONSE TO SUMF
receipts taxes for July. In the notation, it says July of '99. And it's accompanied by a by a form that was submitted with it.	
* * * *	
Q. [Mr. Hartmann] And could you tell me whose signature appears on that check?	
A. I believe this is my son, Mike.	
* * * *	
A. Maher Yusuf.	
Q. And and do you recognize the signature - the presented name and the signature on the form below it?	
* * * *	
Q. I think it says Thomas.	
A. I don't know who's that.	
Q. Thomas Luff.	
A. I don't know. I don't know. I tell you, I'm in St. Thomas.	
* * * *	
A. That must be the manager of the shopping center.	
Q. So this is a check from 1999 paying the gross receipts tax.	
A. Um-hum.	
Q. Written on the tenants' account, and it's signed by your son, Mike?	

	HAMED'S SUMF	UNITED'S RESPONSE TO SUMF
	A. Right. (Exhibit 3)	SCIVIE
	2002-2012 Payment of United Shopping Center's GRTs	
19.	From about 2002 through 2012, sometimes the United Corporation paid its own gross receipt taxes on the rent proceeds from the United Shopping Center and sometimes the Partnership paid the United Shopping Center's gross receipts. Q. [Mr. Hartmann] When I say you didn't	Disputed, because it omits relevant testimony of John Gaffney, and fails to state that United's GRTs on shopping center income were mostly paid from Plaza Extra accounts, and that they were only occasionally paid from United tenant accounts. John Gaffney testified that he "saw evidence of payments coming from
	know anything at all before 2012, you knew some stuff?	the Plaza – and I'm going to just say Plaza cash accounts," with an
	A. [JOHN GAFFNEY] I did.	"occasional payment out of the shopping center account" during those years. Exhibit 1, p. 135; <i>see also</i>
	Q. And, for instance, on this, you knew that some of the times, the partnership paid its own paid the tenants' account and sometimes the tenant paid the tenants' -	Exhibit 1, p. 136 (testifying that when he began working at Plaza Extra in 2012, he "was aware of the fact that they were paying for the gross receipts
	A. Yes.Q gross receipts taxes?	taxes over in St. Thomas, because that's where [Margie Soeffing] was located and that's where Mr. Yusuf
	A. Yes. (Exhibit 3)	was located at that time too").
20.	John Gaffney testified under oath in his deposition on January 21, 2020, that prior to his arrival in 2012, the predecessor controller, Margie Soeffing, tried to account for the taxes as a "due to/from item," but sometimes was pressured to expensing it. This meant that sometimes the United Shopping Center GRTs' payment was characterized on the Partnership's accounting as an item to be resolved at some point in the future as to which entity (Partnership or Shopping Center) should ultimately be responsible for paying it. Other	Disputed, because no Partnership had been determined to exist while Margie Soeffing was employed at the partnership, and she therefore could not have possibly been making any judgments about whether United GRTs paid from Plaza Extra accounts would or might later be determined to be obligations of United, on the one hand, or a partnership, on the other. Whatever accounting decisions she made during her tenure were decisions about the internal

HAMED'S SUMF UNITED'S RESPONSE TO **SUMF** accounting of United only. times, the GRT payment for the United Center came January 2013, "all of the annual Shopping out of the Partnership's bank account and reporting of all gross receipts taxes the was under that United Corporation, Partnership books reflected that the Partnership paid it straight out, in other words, whether it was a shopping center or it was a Partnership expense. whether it was Plaza Extra. Didn't It's all United matter Corporation..." *Id.* at 140 (testimony A. [JOHN GAFFNEY] Well, he [Fathi Yusuf] just told me that his agreement of John Gaffney). had always been that the gross receipts taxes for the shopping center were to be paid by Plaza. The -- the -- I will say that I had conversations with the former controller. Margie Soeffing, about that too, and she was under the -- she was under the same guideline. * * * * Q. [Mr. Hartmann] So going back to my GAAP question again, you said that -you said that you had no personal knowledge and that no documents in there, but that you could make some sort of statement about consistency. What statement could you make about consistency? A. [JOHN GAFFNEY] Well, there was an effort to basically treat the payments that were being made on behalf of the shopping center gross receipts taxes as a due to/from item. Q. So if I understand what you're saying is they weren't trying to pay the tenant gross receipts taxes out of the partnership, or they were? A. I -- I believe, and I'm going to just say I believe because I believe that Margie was trying to account for it as a due to/from

	HAMED'S SUMF	UNITED'S RESPONSE TO SUMF
	item. And what was happening is occasionally it would come up and she would be pressured into expensing it. (Exhibit 3)	SUMF
21.	Gaffney further testified in his January 21, 2020 deposition that the prior controller, Margie Soeffing, flip-flopped back and forth between sometimes classifying the Partnership's payment of the Yusuf family owned United Shopping Center's gross receipt taxes as a "due/to from item" meaning the responsible party for paying the GRTs would be determined at a later date and sometimes Ms. Soeffing just wrote the payment off—and the Partnership paid the United Shopping Center's GRTs—because Fathi Yusuf pressured her to do so. Q. [Mr. Hartmann] And, for instance, on this, you knew that some of the times, the partnership paid its own paid the tenants' account and sometimes the tenant paid the tenants' – A. [JOHN GAFFNEY] Yes.	Disputed as written. There was no judicial determination of the existence of a Partnership when Margie Soeffing was employed at United, and any due to/from treatment by her during the short period of her employment related strictly to United Corporation's internal accounting (as between Untied supermarket accounts and United shopping center accounts). The agreement by the parties to treat the Plaza Extra business as a Partnership for accounting purposes was made in 2014, and made retroactive to January 2013. See Exhibit 1, p. 122. John Gaffney, who was Ms. Soeffing's successor and who joined Plaza Extra in 2012, performed that Partnership accounting. See Exhibit 1, p. 122, and Exhibit 13, Declaration of Nejeh Yusuf.
	Q gross receipts taxes?	Tusui.
	A. Yes. ****	
	Q. [Mr. Hartmann] And what I'm asking is, and the only reason that came up, the only reason you were placed in that position is Mr. Hamed Mr. Yusuf told you that there was some old oral agreement that would have the partnership pay the tenant account's gross receipts tax; is that correct?	
	A. [JOHN GAFFNEY] That, plus the fact I	

	HAMED'S SUMF	UNITED'S RESPONSE TO SUMF
	did see some evidence of the same issue existing before 2000 I started the, you know, doing the conversion in January of 2013.	
	* * * *	
Q.	[Ms. Perrell] You said you saw some evidence. And that evidence was you had had some conversations with a lady that was the accountant. What was her name?	
A.	[JOHN GAFFNEY] Margie Soeffing.	
Q.	(Ms. Perrell) You you spoke with her directly, right?	
A.	[JOHN GAFFNEY] I've spoke with her directly, yes.	
Q.	And as a result of that conversation, did you have an understanding how the tenant how the shopping center gross receipts were to be paid, at least what was –	
A.	Well, Margie Margie flip-flopped back and forth, and she admitted to it, to me that she did. And she did tell me that, you know, sometimes under pressure from Mr. Yusuf, she would start feeling like she needed to write it off, and then sometimes under, I don't know whether she was getting pressure from anybody else, I can't say specifically, but she would she did have a tendency to also try and treat it as a due to/from item, too.	
Q.	All right. So that you understood that there were folks that were treating it both ways?	

	HAMED'S SUMF	UNITED'S RESPONSE TO SUMF
	A. Yeah. (Exhibit 3)	
	2013-2015 Payment of United Shopping Center's GRTs	
22.	On January 21, 2020, John Gaffney testified that Judge Ross told him to go ahead and pay the gross receipt taxes for the Yusuf family owned United Shopping Center with Partnership funds and the dispute could be settled later. Gaffney posted a journal entry and expensed the gross receipts for 2013-2015 in 2015.	Undisputed.
	Q. [Ms. Perrell] So as we sit here today, has the partnership paid for the United Shopping Center's gross receipt taxes from January of '13 forward until the split?	
	A. [JOHN GAFFNEY] And – and ultimately what happened was in a meeting with Judge Ross, Mr. Yusuf and I, we spent quite a bit of time on this, and the point was argued about who was supposed to be incurring the cost of the shopping center. Judge Ross finally said, Okay. For our purposes right now, go ahead, and let's, you know, let's go ahead. I proposed a journal entry. I proposed a journal entry so that we could get these off the books. And then the point about the \$44,000 in the gross receipts taxes could be argued later. But ultimately what happened was, once I posted that journal entry, I expensed \$44,000 to taxes, gross receipts, and I did that in 2015. (Exhibit 3)	
23.	Gaffney explained in his January 21, 2020, deposition that by placing the payment of the Yusuf family-owned United Shopping Center GRTs in a due to/from account on the	Undisputed.

	HAMED'S SUMF	UNITED'S RESPONSE TO SUMF
ac In	artnership's accounting, the amount was cumulating to be resolved at a future point. other words, the entity that was supposed to ave paid the taxes would be determined later.	
Q.	[Mr. Hartmann] You weren't there before 2012, were you?	
A.	[JOHN GAFFNEY] Arrived in October of 2012.	
Q.	So you don't really have any idea what was done before then, do you?	
A.	I have some idea, because what happened was, when I arrived, they were about eight months or eight to ten months behind on their accounting. And so what happened was, I had discussions with Margie Soeffing, and we agreed, we we came to an agreement on how it would be brought current and so forth.	
	* * * *	
Q.	[Mr. Hartmann] And, for instance, on this, you knew that some of the times, the partnership paid its own paid the tenants' account and sometimes the tenant paid the tenants' –	
A.	[JOHN GAFFNEY] Yes.	
Q.	gross receipts taxes?	
A.	Yes.	
	* * * *	
A.	[JOHN GAFFNEY] See, who who paid it and what account it came out of is irrelevant. It is the debit side that ishas the	

	HAMED'S SUMF	UNITED'S RESPONSE TO
	most relevance to me, because if the debit side is going to a due to/from account, it's entirely different than if the debt's going to an expense account called taxes, gross receipts. If it's going to a due to/from account, it's accumulating to be resolved at some future point. (Exhibit 3)	SUMF
	GAAP Accounting Principles Govern Accounting for Businesses	
24.	Mr. Gaffney testified that GAAP stands for generally accepted accounting principles and it covers the entire subject of accounting for businesses.	United objects on the grounds that this purported statement of fact is immaterial to any issues raised by this motion. Subject to that objection, undisputed.
	Q. [Mr. Hartmann]. Just tell me very briefly, what is GAAP?	
	A. [JOHN GAFFNEY] Generally accepted accounting principles.	
	Q. And what is what is it used for?	
	A. Well, it covers basically the entire subject of accounting for businesses (Exhibit 3)	
	According to John Gaffney, Conformance with GAAP Requires Documentation or Consistency in Treatment of Over Time	
25.	According to John Gaffney, an appropriate GAAP accounting entry has documents backing up the accounting entry. For example, the repair of a refrigerator would include obtaining and retaining an invoice of the work from the repair person. That receipt could then be showed to the IRS, if necessary, to prove the expense was work related.	Dispute the heading to this statement of fact (beginning with "According to") to the extent it is asserting that anything in GAAP precludes an oral agreement regarding which entity is to ultimately responsible for an average from being given effect. In
	Q. [Mr. Hartmann]. just tell me very	expense from being given effect. In

	HAMED'S SUMF	UNITED'S RESPONSE TO SUMF
	briefly, what is GAAP?	response to a question from counsel for Hamed about how GAAP would
	A. [JOHN GAFFNEY] Generally accepted accounting principles.	treat an agreement unsupported by any paperwork, Mr. Gaffney stated that this kind of thing "happens in
	QAnd what is what is it used for?	GAAP all the time" and is "usually covered in notes to the financial
	A. Well, it covers basically the entire subject of accounting for businesses	statements." Exhibit 1, pp. 146-147. Once an issue about an oral agreement is resolved by the parties
	* * * *	or the Master, GAAP would only require that an appropriate journal
	Q. [Mr. Hartmann] If I was going to charge repairs to a refrigerator, I would get an invoice from the person who repaired it, that would go into my books. And later on, when the IRS or someone else came knocking, I would go back and show them that document to show why it was in there; is that correct?	entry be made to document the resolution. See id. at 147. In the partnership accounting that began in 2013, Gaffney handled the payments of shopping center GRTs as a due/to from item, in which the issue of whether United or the partnership was responsible for them would be resolved at a later time by the parties
	A. [JOHN GAFFNEY] Correct, yes. (Exhibit 3)	or the Master; and that treatment is entirely consistent with GAAP. See id. at 147-148.
26.	Mr. Gaffney testified that an accounting entry without documentation could survive a GAAP audit if consistency in handling the item is established over the course of years or months.	United objects to this statement of fact on the grounds that it is immaterial to the issues in this case. The accounting for the Plaza Extra supermarket business treated it as a United Corporation business until
	Q. [Ms. Perrell] And what was your understanding as to why the gross receipts for the shopping center, which was not part of the partnership, would be paid by the partnership?	2013. When counsel for Hamed questioned John Gaffney in deposition about whether there was a GAAP problem in having "the partnership just going out and paying somebody else's gross
	A. [JOHN GAFFNEY] Just discussions with Mr. Yusuf over the agreement, the purported agreement that the shopping center gross receipts taxes are to be paid by the by Plaza Extra.	receipts tax," Gaffney made it clear that there was no such problem because "it was all still reported under United Corporation." <i>See</i> Exhibit 1, pp. 140. <i>See also</i> Exhibit 1, pp. 141 ("[i]t's all United Corporation," and

	HAMED'S SUMF	UNITED'S RESPONSE TO SUMF
Q.	* * * * * [Mr. Hartmann] And is there any such document with regard to this agreement? That's all I'm asking.	"everything that was paid on behalf of the shopping center was a legitimate gross receipts tax for purposes of the tax return").
A.	[JOHN GAFFNEY] No.	Also, dispute any implication that John Gaffney testified that, under GAAP, whether the United shopping center GRTs were paid from
Q.	[Mr. Hartmann] And and would this would thiswould the documentation that you have with regard to this, survive an audit under GAAP?	supermarket accounts or shopping center accounts determines which account they should ultimately be charged to. Gaffney testified that "how it's being paid or who's paying it" is "irrelevant" in accounting terms
A.	[JOHN GAFFNEY] Yes, it could survive an audit under GAAP, based upon consistency, because sometimes agreements are made. They're not necessarily always in writing. And then what happens is if something has been handled a certain way for so many years and — ****	to which entity is charged with the expense. Exhibit 1, p. 142. He also testified that it is entirely consistent with GAAP for "differences of opinion" on these matters to "give rise to a balance sheet item that can sit there for a while [on a financial statement] until it's resolved." Exhibit 1, p. 147. GAAP only requires that once an issue is resolved, either by agreement of the parties or
A.	so many months, it could it could be actually easily accepted. (Exhibit 3)	by the Master, that a journal entry be made reflecting the resolution. See Exhibit 1, p. 147. When asked by Hamed's counsel, "And under GAAP, how are things like that resolved," Gaffney responded, "Well, what happens is they're resolved, just like you guys are doing now, and eventually what happens is somebody makes a journal entry." Id. at 147. Gaffney's response to a question which asked him to reconcile his view "that this was done in a particular way consistently" with it "being charged to a due to/from account" makes clear that he does not regard the "due

	HAMED'S SUMF	UNITED'S RESPONSE TO SUMF
		to/from" accounting treatment as an "inconsistent" accounting treatment. Exhibit 1, p. 143-144.
27.	It is undisputed that no writing exists documenting the purported agreement between Fathi Yusuf and Mohammad Hamed that the Partnership would pay the United Shopping Center's GRTs. Q. [Mr. Hartmann]. just tell me very briefly, what is GAAP? A. [JOHN GAFFNEY] Generally accepted accounting principles. QAnd what is what is it used for? A. Well, it covers basically the entire subject of accounting for businesses **** Q. [Mr. Hartmann] If I was going to charge repairs to a refrigerator, I would get an invoice from the person who repaired it, that would go into my books. And later on, when the IRS or someone else came knocking, I would go back and show them that document to show why it was in there; is that correct? A. [JOHN GAFFNEY] Correct, yes. Q. And is there any such document with regard to this agreement? That's all I'm asking.	Undisputed that there is no writing documenting the agreement to pay the United Shopping Center GRTs. Dispute that GAAP has any relevance to the legal issue of whether the oral agreement was made, and dispute any implication that John Gaffney testified that that it has any such relevance. In response to a question from counsel for Hamed about how GAAP would treat "a theoretical agreement entered into [in] 1986 with a guy who's dead," with "no paperwork" and no "consistent history" to document the agreement, Mr. Gaffney stated that this kind of thing "happens in GAAP all the time" and is "usually covered in notes to the financial statements." Exhibit 1, pp. 146-147.

	HAMED'S SUMF	UNITED'S RESPONSE TO SUMF
	A. No. (Exhibit 3)	SOWIF
	The five (Exhibit 5)	
28.	It is undisputed that the payment of the gross receipt taxes was not handled consistently on the Partnership's books:	Disputed generally because there were no "partnership books" maintained before January 2013, and hence there was no handling of gross
	• 1986-1992 – Mr. Yusuf alleged in his deposition testimony in 2020 that the Partnership paid the GRTs for the United Shopping Center. (Hamed SOF ¶ 13)	receipts taxes on partnership books before 2013 by Margie Soeffing or anybody else. <i>See</i> Exhibit 1, pp. 122 (testimony of John Gaffney). Until January 2013, "all of the annual reporting of all gross receipts taxes
	• 1986-1993 – In contrary deposition testimony in 2014, Mr. Yusuf stated "[t]he Plaza Extra was supposed to pay all the gross receipt from January 1st, 1994 up to present, and it was covering in the building, the entire building of United Shopping	was under that United Corporation, whether it was a shopping center or whether it was Plaza Extra. Didn't matter. It's all United Corporation" <i>Id.</i> at 140 (testimony of John Gaffney).
	 Plaza." (Hamed SOF ¶ 14) 1993 to 2001 – the United Shopping Center paid its own GRTs from its tenant bank account. (Hamed SOF ¶ 16) 	The 1986-1992 statement is undisputed, except that it would be more precise to say that GRTs for the United Shopping Center were paid from Plaza Extra accounts. There was no partnership from the
	• 2002-2012 – Mr. Gaffney testified that the prior controller, Margie Soeffing, flip flopped back and forth between sometimes classifying the Partnership's payment of the Yusuf family owned United Shopping Center's gross receipt taxes as a "due/to from item," to determine which entity owed the GRTs at a later date and sometimes Ms. Soeffing just wrote the payment off (meaning the Partnership paid it), because Fathi Yusuf pressured her to do so. (Hamed SOF ¶ 21)	standpoint of bank accounts, accounting and tax returns as all were in the name of United Corporation. The 1986-1993 statement is disputed. With respect to the reference in Mr. Yusuf's testimony to the year 1994, Mr. Yusuf's testimony in his 2014 deposition and in the January 2020 deposition is that the Partnership agreement and agreement of the Partnership to pay rent were formed around 1986, and that one of its conditions was that United's Shopping Center GRTs would be paid from Partnership's Plaza Extra
	• 2013-2015 – Mr. Gaffney testified	accounts. See Exhibit 2, pp. 24-25, 27,

HAMED'S SUMF UNITED'S RESPONSE TO **SUMF** 54. It makes no sense to interpret the that Judge Ross told him to go ahead and pay the gross receipt taxes for the reference to 1994 as meaning that a Yusuf family owned GRTs agreement entered in 1986 United Shopping Center with Partnership would not take effect until 1994. What funds and the dispute could be Mr. Yusuf meant was that, starting in settled later. Mr. Gaffney posted the 1994, United began paying its taxes as a "due/to from item" on the shopping center GRTs from tenant Partnership's books, signifying that accounts, rather than Plaza Extra determining which entity bore accounts, contrary to its prior practice responsibility for the GRTs would be and contrary to what it was determined at a later date. (Hamed "supposed" to do under the 1986 SOF ¶¶ 22-23) agreement. The 1993 to 2001 statement is undisputed. The 2002 to 2012 statement is disputed in part, and most of it is immaterial to the issues raised by this motion. Margaret Soeffing was only employed by Plaza Extra from June 2011 to mid-2013, so any accounting she performed was for that period only, and not the entire 2002 to 2012 time period. See Exhibit 13, Declaration Neieh of Yusuf. Furthermore, what Gaffney actually testified to on examination by Hamed's counsel is that he did not know at all whether United's GRTs from 2002 to 2006 were paid for out of United's Plaza Extra accounts or its landlord-tenant accounts. See Exhibit 1, p. 135. As for the accounting for the 2007 to 2012 period, as noted above in this response, all of the Plaza accountants for that period treated the supermarket business and shopping center as all part of United Corporation for accounting purposes. How Marjorie Soeffing treated payments made from Plaza Extra

	HAMED'S SUMF	UNITED'S RESPONSE TO SUMF
		accounts for shopping center GRTs as an internal United accounting matter during the 2 years she was employed by United has little, if any, relevance to the issues raised by this motion. To the extent it is relevant at all, if Mr. Yusuf asked Ms. Soeffing to account for them for United's internal purposes as a Plaza Extra expense, that would be entirely consistent with the existence of an agreement to have those GRTs paid out of Plaza Extra accounts. The 2013 to 2015 statement is undisputed.
29.	On March 3, 2016, the US District Court of the Virgin Islands, Division of St. Croix, ended the United Corporation's probation in <i>United States of America v. United Corporation, et. al.</i> , 1:05-cr-00015. (Exhibit 6) United Corporation was indicted on, among other things, money laundering, tax evasion and filing false corporate income tax returns. (Exhibit 7)	Undisputed.
30.	On May 15, 2018, Yusuf and United claimed in their response to interrogatory number 16 that the Partnership agreement between Hamed and Yusuf dictated that the profits would be divided 50-50 after the deduction of expenses. Yusuf stated that he made the decisions for the Partnership as to when the rent and other expenses would be reconciled and paid to United. Finally, Yusuf and United said that the filing of the lawsuit between the two partners was of no consequence on their agreement because the filing of Hamed's lawsuit "did not enable him to continue receiving the benefits of the partnership." Fathi Yusuf and the United Corporation	United objects to this purported statement of fact on the grounds that it is immaterial to issues raised by this motion. Subject to that objection, United states that Hamed has quoted correctly interrogatory 16 and the response to it, but disputes that Hamed's paraphrasing of the response is accurate or fair.

HAMED'S SUMF	UNITED'S RESPONSE TO SUMF
Responses to Hamed's Fourth Interrogatories per the Claim Discovery Plan of 1/29/2018 Nos. 16-28 of 50 in <i>Hamed v Yusuf</i> , SX-12-	
CV-370 (May 15, 2018).	
Interrogatory 16 of 50 relates to H- 150 (old Claim No. 3002a) "United Shopping Center's gross receipts taxes,"	
State with specificity why, assuming that Yusuf is correct that Hamed had agreed that the Partnership would pay the separate (non-partnership-related) United Corporation costs for such things as GRT taxes, franchise taxes and fees, property insurance, etc., what facts, conversations, writings, communications or other information or documents leads Yusuf to believe and assert that he <u>continued</u> to have Hamed's consent as to such payments after September 17, 2012, despite a lawsuit filed by Hamed seeking to stop Yusuf's involvement in the Partnership, with a claim of outright theft by Hamed, as well as Yusuf's denial of the existence of a partnership, attempted removal of the Hameds from the stores by Yusuf and letters from Hamed and his counsel stating that various of the unilateral uses of funds, payments and actions were henceforth denied and actionable? (Bold emphasis added).	
Response: * * * * Further responding, Yusuf submits that in his earlier declaration he explained	
that "[u]nder the business agreement between Hamed and me that I now describe as a partnership, profits would	

	HAMED'S SUMF	UNITED'S RESPONSE TO SUMF
	be divided 50-50 after deduction for rent owed to United, among other expenses" and that "[u]nder our agreement, I was the person responsible for making all decisions regarding when the reconciliation would take place" and that Yusuf had the discretion to determine when the reconciliation would take place. See August 12, 2014 Yusuf Declaration, p. 2. There is no reason for Yusuf to believe that this discretion, consistent with the manner in which the partnership operated from its inception, would not continue in the same manner until its dissolution. This belief and understanding has been further confirmed with Yusuf's designation as the Liquidating Partner under the Final Wind Up Plan of the Plaza Extra Partnership adopted by the Court by Order dated January 7, 2015. Finally, the filing of Hamed's lawsuit on September 17, 2012 did not enable him to continue receiving the benefits of the partnership without the burdens he agreed to from the outset. (HAMD660351-HAMD660375) (Exhibit 8)	
31.	On May 15, 2018, Fathi Yusuf and the United Corporation denied in their response to request to admit no. 7 that when Hamed sued Yusuf in 2012, any prior or then existing voluntary consent allowing Yusuf to unilaterally act for the Partnership or for the benefit of United Corporation using Partnership funds ended. Fathi Yusuf and the United Corporation Response to Hamed's Third Request to Admit Pursuant to the Claims Discovery Plan of 1/29/2018, Nos. 7-29 of 50 in <i>Hamed v Yusuf</i> , SX-12-CV-370 (May 15, 2018).	United objects to this purported statement of fact on the grounds that it is immaterial to any issues raised by this motion. Subject to that objection, United does not dispute that Hamed's quotation of the request to admit number 7 in his Third Request to Admit, and the response, is an accurate quotation. United disputes that Hamed's paraphrasing of the response is accurate or fair.

	HAMED'S SUMF	UNITED'S RESPONSE TO SUMF
	Request to Admit 7 of 50	
	Admit or Deny that when Hamed sued Yusuf, on or about September 17, 2012, "to establish Hamed's rights under his partnership" and "enjoining the defendants from interfering with Hamed's partnership rights, including enjoining Yusuf from interfering with the operations of the three Plaza Extra supermarkets" that any prior or then existing voluntary consent by Hamed for Fathi Yusuf to unilaterally act for the Partnership or for the benefit of United Corporation using Partnership funds ended.	
	Response: Denied (Exhibit 9)	
32.	On May 15, 2018, Yusuf and the United Corporation in their response to request to admit no. 10, admitted that there was no written agreement after September 17, 2012 that the Partnership would continue to pay United's gross receipt taxes. Fathi Yusuf and United Corporation Response to Hamed's Third Request to Admit Pursuant to the Claims Discovery Plan of 1/29/2018, Nos. 7-29 of 50 in <i>Hamed v Yusuf</i> , SX-12-CV-370 (May 15, 2018).	Undisputed.
	Request to Admit 10 of 50:	
	Request to admit number 10 of 50 as described in Hamed's November 16, 2017 Motion for a Hearing Before Special Master relates to Claim H-150 (old Claim No. 3002a) "United Shopping Center's gross receipt taxes	

	HAMED'S SUMF	UNITED'S RESPONSE TO SUMF
	With regard to Yusuf Claim Y-5 and Hamed Claims H-150, Admit or Deny that there was no written agreement effective after September 17, 2012, between Hamed and Yusuf (<i>i.e.</i> after the date that Hamed sued Yusuf in 2012 for breach of the Partnership) that the Partnership would continue to pay United's <i>separate</i> gross receipt taxes, franchise taxes, annual franchise fees and property insurance. Response:	
	Admitted. (Exhibit 9)	
33.	On May 29, 2018, Hamed requested the Court's guidance regarding United's claim of "special" treatment, Hamed Motion for Court Assistance and Directions re Special Master Ross's May 21st Order, <i>Hamed v Yusuf</i> , SX-12-CV-370 (May 29, 2018): The thrust of this inquiry arises from the fact that each time Yusuf or United is found to have taken Partnership funds for their own uses, they argue that there was a "special arrangement" or an unwritten provision of the "Partnership Agreement" that allows this inequality. (Exhibit 10, p. HAMD661330) Hamed argued in his motion that 26 V.I.C. § 44 requires that the partnership agreement dictates the terms of the partnership. When there is no written partnership agreement, 26 V.I.C. § 44 controls.	United objects to this purported statement of fact on the grounds that it states a legal conclusion, and on the additional grounds that it is immaterial to any issues raised by this motion. Subject to that objection, United states that the legal conclusion asserted by Hamed regarding 26 V.I.C. § 71 is incorrect, as explained more fully above, at pages 16-17, in the paragraph that immediately precedes this table of SUMF and responses. RUPA provides that all § 71 rights may all be varied by the partnership agreement, and Judge Brady has already found that under the partnership agreement, Yusuf was the managing partner and in charge of the finances of the partnership. See Hamed v. Yusuf, 69 V.I. 168, 175, n.4 (V.I. Super. 2017) (finding that "Yusuf acted as the managing
	But, absent a written agreement, what are the "terms" of the partnership? Missing or unclear terms are supplied by the Act.	partner" and that Hamed was "completely removed from the financial aspects of the business") and

HAMED'S SUMF	UNITED'S RESPONSE TO
HAMED S SUMF	SUMF
See 26 V.I.C. § 44 (Effect of partnership	69 V.I. 189, 215 (V.I. Super. 2017)
agreement; nonwaivable provisions.)	("As managing partner,[i]t was
	Yusuf's responsibility to oversee,
(a) Except as otherwise provided in	account for, and periodically
subsection (b) of this section,	reconcile the distributions of funds
relations among the partners	between the partners").
and between the partners and	
the partnership are governed by the partnership agreement.	
To the extent the	
partnership agreement does	
not otherwise provide, this	
chapter governs relations	
among the partners and	
between the partners and the	
partnership. (Emphasis added)(footnote omitted).	
See, e.g., <i>Bunnell v. Lewis</i> , No. 05-92-02558-CV, 1993 WL 290781, at *5 (Tex.	
App. July 27, 1993), writ denied (Mar. 9,	
1994) ("A partnership is an association of	
two or more persons to carry on a	
business for profit as co-owners In the	
absence of agreement on other terms, the	
Texas Uniform Partnership Act supplies	
the missing terms. See Park Cities Corp. v. Byrd, 534 S.W.2d 668, 672 (Tex.	
1976).")	
Fortunately, once a partnership is	
determined to exist, one partner cannot	
make up, "explain" or dictate the rights,	
relative authority and power of the	
partners as these are set by statute in the Virgin Islands:	
virgin islands.	
26 V.I.C. § 71 Partner's rights and duties	
* * * *	
(f) Each partner has equal rights in the	
management and conduct of the	
partnership business. (Exhibit 10,	

	HAMED'S SUMF	UNITED'S RESPONSE TO SUMF
	p. HAMD661332)	
34.	In a June 26, 2018 Order, Judge Brady noted that thus far in the case, "no findings have been made detailing with specificity the duties, responsibilities, benefits and obligations of each partner, including whether any benefits are due United and its shareholders during the period relevant to the issues and claims being addressed by the Master." (Exhibit 11, p. HAMD661980) To determine whether any benefits are due United and its shareholders, Judge Brady ordered that the following factors be considered: 1) the partners' agreements, 2) history and 3) course of dealing.	Disputed to the extent that Hamed is saying that the three factors enumerated by Judge Brady are the only factors that should be considered by the Master.
	ORDERED that the Master is directed to proceed to conduct such evidentiary proceedings as are deemed appropriate to make factual findings necessary to permit full consideration of the claims of the partners, including the determination of the duties, responsibilities, benefits and obligations of each partner, including whether any benefits are due United and its shareholders, in light of the partners' agreements, history and course of dealing; and to report and make recommendations regarding the claims and the distribution of partnership assets in light of such findings (Exhibit 11, p. HAMD661981)	
35.	The Partnership paid \$70,938.04 in gross receipt taxes for the Yusuf family-owned United Shopping Center from 2012-April 2015. (Exhibit 13)	Disputed. Counsel for Hamed conceded in deposition that he has adjusted that figure downward to \$69,000. See Exhibit 1, p. 83.

CONCLUSION AND REQUEST FOR RELIEF

For all of the foregoing reasons, United respectfully requests the Master to deny Hamed's Motion for Summary Judgment on Claim H-150, and to rule that this claim should be denied with prejudice. In the alternative, United requests that the Court determine that there are, at the very least, genuine issues of material fact that preclude summary judgment for Hamed.

Respectfully submitted,

DUDLEY NEWMAN FEUERZEIG LLP

DATED: June 11, 2020 By: /s/Charlotte K. Perrell

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CERTIFICATE OF SERVICE

I hereby certify that on this 11th day of June, 2020, I caused the foregoing **UNITED CORPORATION'S OPPOSITION TO HAMED'S MOTION FOR SUMMARY JUDGMENT AS TO CLAIM H-150**, which complies with the page or word limitation set forth in Rule 6-1(e), to be served upon the following via the Case Anywhere docketing system:

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EXHIBIT 1

IN TH	HE SUPERIO	R COURT	OF	THE	VIRGIN	ISLANDS
	DIV	ISION O	F SI	. CI	ROIX	

WALEED HAMED, as the Executor of) the Estate of MOHAMMAD HAMED, Plaintiff/Counterclaim Deft.,)) Case No. SX-2012-CV-370 VS. FATHI YUSUF and UNITED CORPORATION, Defendants/Counterclaimants, **DEPOSITIONS TAKEN:** VS. JANUARY 21, 2020 WALEED HAMED, WAHEED HAMED, MUFEED HAMED, HISHAM HAMED, and PLESSEN ENTERPRISES, INC., Counterclaim Defendants. WALEED HAMED, as Executor of the) Estate of MOHAMMAD HAMED, Plaintiff,) Consolidated with) Case No. SX-2014-CV-287 VS. UNITED CORPORATION, Defendant. WALEED HAMED, as Executor of the) Estate of MOHAMMAD HAMED, Plaintiff,) Consolidated with) Case No. SX-2014-CV-278VS. FATHI YUSUF, Defendant. FATHI YUSUF, Plaintiff,) Consolidated with) Case No. ST-17-CV-384 VS. MOHAMMAD A. HAMD TRUST, et al., Defendants. KAC357 Inc., Plaintiff,) Consolidated with) Case No. ST-18-CV-219 VS. HAMED/YUSUF PARTNERSHIP, Defendant.

THE VIDEOTAPED ORAL DEPOSITIONS OF FATHI YUSUF, MAHER "MIKE" YUSUF, WALEED "WALLY" HAMED, NEJEH YUSUF, MAFEED "MAFI" HAMED, AND JOHN GAFFNEY

was taken on the 21st day of January, 2020, at the Law Offices of Joel H. Holt, 2132 Company Street, The Alcove Room, Christiansted, St. Croix, U.S. Virgin Islands, between the hours of 10:00 a.m. and 5:09 p.m., pursuant to Notice and Federal Rules of Civil Procedure.

Reported by:

Susan C. Nissman RPR-RMR
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Caribbean Scribes, Inc.
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U.S. Virgin Islands 00820
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- A. Repeat the question, please.
- Q. Okay. Has United made a claim in this lawsuit --
- A. Yes.

2.4

- Q. -- to recover gross receipts that has been paid by the United on behalf of receipts from tenants that United believes should have been paid by the partnership?
- A. It should have. That's the agreement between me and Mr. Mohammad Hamed, is the rent, it was very, very low, \$3 a square foot. I entered with a partner just simply for the purpose of helping him. He's my brother-in-law. He have six children. He went 1 year or 18 months in school. I did not want any very much more, but I think about no more than six. So we both, uneducated, let's put it this way, and we have no trade whatsoever that we can use in St. Croix, except I met Mohammad Hamed in the '70s, sometime in the '70s, and I was from the '60 in the retail business. Mohammad Hamed, it was zero before he come to St. Croix when it come to dealing with customers.
- Q. Okay. So can you tell me, what was the agreement that you had with Mr. Hamed when you were beginning to operate the grocery store business? What was the arrangement that was going to be made specifically with regard to gross receipts for the shopping center and the parts that were not part of the grocery store operations?
 - A. Yeah, you see, because I told him that -- what do

2.4

you have? He said 400,000. I know we're going to face a project in the millions, at least \$3- to \$4 million. And I know my brother-in-law have nothing beside what he save, 400,000. So for us to go into a big business way above our financial capacity, we have no choice but to hit a lending institute. And from experience, nobody will lend any money without taking United Shopping Center as a collateral, and the house, and the owner personal financial guarantee. And based on that, I say, Listen, I am giving you this \$3 a square foot, but I'm not paying no insurance, I'm not paying no gross receipt. The store have to take care of it.

Well, if you look at it, the store is automatically, whether I'm a partner or not a partner. It's always responsible for insurance anyhow. And the gross receipt from the supermarket was not involved, so we was really talking less than a half a million dollars annually. So if you look at half a million dollars, time 4 percent, the whole thing is about \$20,000.

- Q. Okay.
- A. So we was not really talking about big money. We know then. Later, it went up to 5 percent.
- Q. Okay. Let me back up. So when this -- when this partnership agreement started in 19, I'm going to say 1986, and the shopping center was up, how were the gross receipts paid, and who was responsible for paying the gross receipts

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the partnership?

No.

Α.

1 from 1996 until the time of the fire? How -- how did it get 2 paid? 3 Α. Who? 4 Ο. How did the gross receipts tax for the shopping 5 center get paid from 19 -- 1986 until the time of the fire? 6 It's being paid by the -- by the partnership. Α. 7 0. Okay. 8 By United. Α. 9 0. Okay. 10 But the -- the money in my hand, I know 11 100 percent is not mine. I have a partner who own interest, 12 50 percent. 1.3 Q. Right. 14 And he agreed to that, that all gross receipt will 15 be paid by the store. 16 Okay. So after the fire, did you -- when did you Q. 17 move to St. Thomas to open the St. Thomas store? I don't know, maybe '92, I believe. 18 Α. 19 Q. Okay. So after you moved to St. Thomas to develop 20 the St. Thomas store, did you coordinate with anybody back here at the St. Thomas -- or, I mean, excuse me, at the 21 22 Plaza Extra East store, to make sure that those gross 23 receipts taxes for the shopping center were being paid by

You see, I did not tell my son, but Wally

FATHI YUSUF -- DIRECT 1 knows. 2 Q. Okay. 3 Α. Wally knew more often he sign the check for the 4 gross receipt. 5 Q. Okay. 6 He knew all consultation, 99 percent of my 7 discussion, is always with Wally. I have -- I have not 8 discussed anything with my son, not even 1 percent for 9 the -- for respect of the partnership rule. My son, 10 whatever I do, he have to accept, whether it's good or bad. 11 But I been very honest and fair with my partner. Anything I 12 do, either he or his son is aware of it and approve it. 13 Ο. Okay. So after 1992, or whenever you moved to 14 St. Thomas --15 Α. Yes. 16 -- in the '90s, were you following up or dealing Q. 17 with the shopping center gross receipt taxes while you were in St. Thomas? 18 19 I have never dealt with the gross receipt. dealt with the gross receipt out of St. Thomas store 20 21 covering the three store. 22 Q. Okay.

A. The grocery stores. But the -- the -- the supermarket, I mean, the tenant, I -- I never -- it never came in my mind that my son will go ahead and pay it. I

23

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1	thought, Wally's an honest person and he will continue doing
2	exactly what we was doing.
3	Q. Okay. So when did you discover that the shopping
4	center gross receipt taxes had not been paid?
5	A. About 20 years later.
6	Q. Okay. And was that when you came back to
7	St. Croix?
8	A. When I came back to St. Croix.
9	Q. Okay. And that's when this lawsuit was pending
10	and then you made the claim
11	A. Yes.
12	Q on behalf of United?
13	A. Yes.
14	Q. All right. Okay. And I'm going to hand you what
15	will be marked as Exhibit 2.
16	MR. HARTMANN: Can we put 1 in first?
17	MS. JAPINGA: Both of them are marked.
18	MR. HARTMANN: This will be 1 and 2.
19	MS. PERRELL: Okay. You have 1 and 2.
20	MR. HARTMANN: Yours is 3.
21	(Deposition Exhibit No. 1 was
22	marked for identification.)
23	(Deposition Exhibit No. 2 was
24	marked for identification.)
25	Q. (Ms. Perrell) All right. Mr. Yusuf, just so we

2.4

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1 pay all gross receipt. 2 Okay. And that was later, when the lawsuit's 3 already been filed? 4 Α. Yes. 5 Q. Okay. All right. Relatively speaking, is the 6 gross receipts taxes for the shopping center a very large 7 number relative to all of the finances involved in -- in 8 this case and the partnership operations? 9 Α. No, I would say zero. 10 Q. Okay. 11 It's not much compared to the millions of dollars Α. 12 that we was turning over every year. 13 And did you ever request -- when you came back, Q. 14 other than in the context of the lawsuit, was there ever an 15 opportunity -- you didn't find out about this until the 16 lawsuit was filed, right? That some things hadn't been 17 paid? 18 Α. Yes. 19 Q. Okay. 20 Α. Until we went through the record. 21 Q. Okay. So any other time where there was a payment 22 of rent and so forth, you didn't realize that the gross 23 receipts tax for the shopping center hadn't been paid over

A. When you say "payment of rent," what rent?

those years; is that right?

- FATHI YUSUF -- CROSS 1 Q. -- you agreed? 2 Α. Yeah. 3 Tell me a little bit about how that took place. Ο. 4 Like, if you remember kind of like what he said and what you 5 said. 6 What he said, he never say nothing. Whatever I 7 say goes. 8 Q. Okay. 9 And he accepted it. Α. 10 I see. Q. We used to have -- by the way, first we decided to 11 Α. 12 put up a supermarket, it's four of us. Two of us walk out. And he said -- and I have to end up paying penalty by not 13 14 keeping up my promise. And which I honor whatever word I 15 give. And before I -- I told Mr. Mohammad, Listen, I'm 16 facing penalty here. Are you going to pay the penalty with 17 me or I must pick up the penalty myself? Before you answer 18 me, Mr. Mohammad, if I pick up the penalty myself, all the 19 share walk out will be mine. The 25 percent each person. I 20 will end up owning 75 percent and you own 25 percent. Your mic is --21 Q. 22 Α. Okay. I'll hold it. I'll hold it this way, if
 - A. Okay. I'll hold it. I'll hold it this way, if you want. I'll hold it for you.

(Respite.)

Thank you.

23

24

25

He say, I'll get back to you. Then I think a
day or two, he say, I decided. I say, What do you decide?
He asked me a question, to be honest. I say, You know I'm
always honest. I'm not I'm telling you, if I was in your
place, we are already in the ocean. What hopefully that we
will get out of this ocean and get out of this mess, because
we was in financial difficulty. If I was you, I will grab
the 50 percent, and then you have 50 percent, but under one
condition: All insurance and gross receipt, it must be paid
by the I don't have no other income. Plus I told him I'm
going to put my property as a collateral. He have nothing
to put collateral, okay? I bought my house, 'cause the
house is in the name of United Corporation, and I bought
everything I own, myself and my wife. And I took the
management.
Mr. Mohammad Hamed, as I say, he never run a

Mr. Mohammad Hamed, as I say, he never run a business in the past, with respect to him. He have -- he was working in Kuwait. He run a little grocery store in Khaitan, which grocery store, we all know, is not -- is mom and pop stores. It's not in a capacity of a grocery store selling \$50,000 a month. A supermarket is doing 25 to -- \$3 to \$4 million a month. That's completely different capacity of management.

Okay. Wally, he's much educated more than me. He have a diploma, but he was a kid at that time. He

	25
FATHI YUS	SUF CROSS
Q.	you said to him, The grocery store's got to pay
the recei	pts, not only for the grocery store, but also for
my wha	t your lawyer called the part of United that is
just the	Yusuf, I'll call it Yusuf's United. So the gross
receipts	tax would be paid not only for the grocery store,
but also	for Yusufs' United?
A.	Um-hum.
Q.	And you said that you told him that?
A.	Yeah.
Q.	And he never said anything?
A.	He never said. And then I explain to him.
Q.	Okay.
A.	All my building depreciation, two-and-a-half
two-and-a	-half, \$3 million, it being wiped out, credit, to
the incom	ne of this partnership. So Mohammad Hamed, he
getting o	depreciation on something that he don't even own.
0	Dight

Q. Right.

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Could you use a depreciation at the time?

- Α. Sure.
- Did you have enough income? Q.
- Α. Yeah.
 - Q. Okay.
- All the -- my building value, it being wiped out A. completely to the partnership.
 - So after you explained this to him, once Q. Okay.

1 you had this talk with him and you explained how the taxes 2 would work, you said Wally wasn't there yet, right? 3 No, Wally was not. Wally was in school. 4 Ο. Okay. And you said that Wally came like 4 months 5 afterwards? After you opened? 6 Wally, I believe, he came in 4 months or 7 three-and-a-half months before we opened. 8 Okay. Q. 9 We was in the final stages. 10 Okay. And -- and when Wally came in, you said Q. 11 because Wally had the degree, even though he was a kid, --12 Α. Yes. 13 -- you dealt mostly on business stuff with Wally, Ο. 14 who? 15 Α. Who? 16 With Wally. Q. 17 Α. What? Did you deal with him on the business stuff, --18 Q. 19 Wally --Α. 20 -- not Mohammad? Q. 21 Α. -- business experience, he have zero. 22 Q. Right. 23 Α. A -- a butler selling from the street. In the 2.4 street. 25 But what I'm saying --Q.

25

Q. Okay.

_		
1	Q.	But was there a manager still on St. Croix?
2	A.	Yes, but when it come to money, manager does not
3	have acce	ss to our checking account.
4	Q.	I see.
5	A.	Wally's the one who has access.
6	Q.	Okay.
7	A.	And this son of mine, which I'm, you know, I can't
8	blame mys	elf, I never consult anything with him.
9	Q.	Okay.
10	A.	I always consult with Mr. Wally.
11	Q.	Okay.
12	A.	But you give me a lesson, I will never forget it.
13	Q.	But the only thing I'm trying to ask is, do you
14	think	do you think I know you weren't there, but do
15	you think	that after '92, do you think Wally was filling out
16	those tax	forms, or do you think a manager was?
17	A.	Sir, my job really is running the business, not
18	running t	he books.
19	Q.	Okay.
20	A.	I can't do both.
21	Q.	Okay.
22	A.	I tell you, I only went six years of schooling.
23	It's not	that I don't know how to put numbers together, but
24		ntant level.

Δ	Um-hum.

2.4

- Q. Written on the tenants' account, and it's signed by your son, Mike?
 - A. Right.
 - Q. Not by Wally?
- A. Sir, I told you, my son never been advised whatsoever about the partnership. I was never discussed it, anything with my son. And I was always fighting with his mother, Let your son knows everything. I said, Listen, honey, my son have to respect my opinion. I have to have my partner at -- at peace. I dealing with a partner. I'm obligated to my partner. I am not obligated to one of my ten children. They have to go with whatever I say.
- Q. Okay. I guess the question I'm asking, though, is that you weren't there?
 - A. And my son didn't know.
- Q. And your son didn't know, but your son was still signing the stuff?
 - A. Yes, his signature is on the account.
 - Q. And if you'll turn over to the next page.
- **A.** Um-hum.
 - Q. You'll see a check. It's Bates Number FY 015000, and it's dated -- a check on the United Corporation Tenants

 Account dated 9-30-99. Says it's for the payments of August of '99. And -- do you see that one?

1	A. Yes, I seen it.
2	Q. 1714 Check Number 1714?
3	A. Yeah.
4	Q. And whose signature is at the bottom of that?
5	A. Maher Yusuf. You we come up through this
6	already.
7	Q. That's the
8	A. And many time, I tell you, my son didn't know
9	anything about the deal.
10	Q. No, I I don't know I'm not asking about
11	whether he knew anything about the deal. I'm asking
12	A. I know, but you are getting to the same similar
13	result. Hey, I'm a human being. Don't put words in my
14	mouth.
15	MS. PERRELL: I think we'll stipulate.
16	A. I think he took it. That's it. One evidence is
17	enough, it shows. If I start this road, I keep continuing
18	until it's finished.
19	MR. HARTMANN: Okay.
20	MS. PERRELL: We would stipulate Mike signed
21	these. These are Mike's signatures. We knew that. That's
22	why I said Mike is going to need to testify at some point
23	relating to this. Happy to stipulate that those I
24	believe most of these are Mike's signatures.
25	MR. HARTMANN: Will you stipulate that Mike

MAHER "MIKE" YUSUF -- DIRECT

1	Q. Okay. All right. But you weren't writing checks
2	in high school, correct?
3	A. No, no, no.
4	Q. So when you left for college, did you come back
5	immediately after you were finished or
6	A. Yes.
7	Q. Okay. And so when did you come back and work full
8	time at the United Shopping Center, Plaza Extra East?
9	A. 1990, I believe.
10	Q. 1990, okay.
11	A. Yeah, 19 no, '91.
12	Q. Before the fire?
13	A. Yeah. Before the fire, yeah.
14	Q. Okay. And at that time, both Mr. Yusuf and Wally
15	were working in the store as well?
16	A. Yes.
17	Q. Okay. And from a hierarchy perspective, were both
18	of them your boss?
19	A. Yes.
20	Q. Okay. All right. And then when your father,
21	Mr. Yusuf, ended up moving to St. Thomas, did you stay at
22	the St. Croix store?
23	A. Yes.
24	Q. Okay. And at that point in time, I'm just going
25	to say mid-'90s, who would you consider to be your boss

MAHER "MIKE" YUSUF -- DIRECT

while you were at the Plaza Extra East store? 1 2 Α. Well, my father, and, well, Wally was working in 3 the Plaza East store, so most of the instructions came from Wally. 4 5 Okay. Because he was on site? 6 Α. Yes. 7 Ο. Okay. All right. And then eventually when did 8 you -- let me ask you this: Did you ultimately have 9 responsivity for the Plaza Extra West store? 10 Yes. Α. 11 And when was that? 0. 12 Α. From -- from day one before construction. 13 But when? When was it? What is the years? 0. We started -- we broke ground in 1998. 14 Α. 15 Q. Okay. 16 Α. And we opened in 2000, November. 17 Q. Okay. And so 2000, November? 18 Α. Right. All right. And so after 2000, November of 2000, 19 Q. 20 were you at the Plaza Extra West store primarily, like 21 moved --22 Α. Permanently, yes. 23 Okay. All right. And then at that point in time, Q. 2.4 who was primarily handling the things that needed to be done

with regard to the tenant account after you were over at

25

WALEED "WALLY" HAMED -- CROSS

the gross receipts?

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Fathi, at one time, had a partner in the shopping center. I'm not too sure when he bought his -- his brother out or something like that, so why my father would agree to pay gross receipts for something that he had nothing to do with when Fathi only owed -- I'm not sure if it was 50/50 between him and his brother, but why my father would agree to that?

- Q. Is it possible that your father entered into a secret agreement for these gross receipts taxes with Fathi and didn't tell you about it?
 - A. Absolutely not.
 - Q. Why is that?
- A. Because he wouldn't do that. I mean, the agreement is we have 50/50 in the grocery store. We're partners in the grocery store. We have nothing to do with the shopping center. We didn't talk to tenants. We didn't collect tenants. We didn't repair the buildings. We didn't do any of that stuff.
- Q. But Mr. Yusuf could talk your father into some -some things. He was a pretty persuasive talker. Couldn't
 he have talked your father into a secret agreement and run
 under that for 8 years without you knowing about it?

MS. PERRELL: Objection to characterizing it
as "a secret agreement."

WALEED "WALLY" HAMED -- CROSS

1	A. I don't think that would ever happen.
2	MS. PERRELL: Okay.
3	Q. (Mr. Hartmann) When Mr. Yusuf left for St. Thomas
4	and left everybody in charge, how were the gross receipts
5	tax handled?
6	A. For what?
7	Q. For East?
8	A. For East, they were done out of St. Thomas store.
9	We would provide our sale figures to St. Thomas and he would
10	deal with it with I think we had over the years, we
11	had different accounts in that office.
12	Q. But Mr. Yusuf ran that?
13	A. Yes, sir.
14	Q. And tell me a little bit about how, exactly, the
15	process worked. So at the end of a month, you had a certain
16	amount of sales, right?
17	A. Yes.
18	Q. Okay. So who who knew how much who got that
19	actual physical number of how much sales there were?
20	A. The accountant would in St. Thomas.
21	Q. But but they had to get it from somebody in
22	St. Croix?
23	A. Yes, the the accountant would either call Mike,
24	at the time, 'cause Mike was in in Plaza Extra East from
25	1994 when we opened I'm sorry. When did we open? I

WALEED "WALLY" HAMED -- CROSS

1 well. 2 It appears, yes. 3 Okay. So if you flip to the very first page, 4 which, at the bottom, I'm going to represent there's a 5 number here, JVZ-870. This number says 70,193.20. 6 Is this the number that you're contending is 7 the improper -- you're contending is an improper payment of 8 gross receipt taxes, or is this something else? 9 Α. I'm not quite sure. 10 Q. Okay. 11 MR. HARTMANN: I'll stipulate that at the 12 time that we filed our claim, we didn't have yet this accounting. This was a later document produced to us. 13 14 MS. PERRELL: Which one, the --15 MR. HARTMANN: This JVZ is your 16 accountant's -- excuse me, our accountant's adding up of the 17 these amounts. This didn't -- wasn't in existence yet at the time that the claim was filed, so the corrected number 18 is probably the 70,193. Excuse me. 19 20 (Respite.) 21 I'm sorry, the 69,000 is the correct number. 22 This was done first. The Yusufs submitted additional 23 documents. The number was corrected downwards to the 2.4 69,000. 25 Okay. So this was an earlier MS. PERRELL:

MAFEED "MAFI" HAMED -- CROSS

1	A. I don't recall.
2	Q this? Okay.
3	A. I may or may have (sic), but I don't recall.
4	Q. All right. Well, if you had received well, let
5	me ask you this: You're not aware you were not present
6	during the meeting that Mr. Yusuf had with Mr. Mohammad
7	Hamed, your father, that he testified about earlier
8	regarding how the gross receipts for the shopping center
9	were to be paid; isn't that correct?
10	A. Yeah, that's correct, but just because he says it,
11	that doesn't mean it's true.
12	Q. But you weren't present for the conversation, sir,
13	you don't know, correct?
14	A. No, I don't know.
15	Q. Okay. All right. And you never discussed that
16	with your father, correct?
17	A. No. My father would discuss everything that was
18	owed to Mr. Yusuf and we would know about it.
19	Q. Okay.
20	A. He wouldn't keep anything out. He wouldn't have
21	these secret meetings. He wouldn't have any of these other
22	situation. My father's an honorable man. He's an honest
23	man, and he was to his word.
24	Q. Okay. But you didn't have any conversations
25	relating to this particular issue? And this issue happened

MAFEED "MAFI" HAMED -- REDIRECT

1 even before -- this agreement happened even before this --2 Α. I was a kid at the time, Counsel. 3 That's right, you were a kid at the time. Ο. 4 Α. Yes. 5 MS. PERRELL: All right. I don't have any 6 further questions regarding this. 7 MR. HARTMANN: Okay. I got one follow-up. REDIRECT EXAMINATION 8 BY MR. HARTMANN: 9 10 Counsel showed you the document that you have 11 open, it's JVZ-001003. And you said that you didn't recall 12 ever seeing this document, but you did recall seeing the one 1.3 with your handwriting on it, right, which was in 2014? 14 Α. Yes. 15 0. Do you recall if there was a particular reason you weren't seeing these types of documents in 2013? 16 17 Α. Yes. 18 Ο. And what was that? They would keep information from us. They would 19 Α. take us out of the accounts. They would hold back anything 20 21 that would have to do mostly with administration of the 22 business, they locked us out. Okay. And did there come a time when the Court 23 Q. 2.4 told them they couldn't do that anymore? 25 Α. Yes.

MAFEED "MAFI" HAMED -- RECROSS

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briefly, explain to us your involvement with the let's just go high level first, the involvement with the partnership accounting and when that involvement began.

- A. Briefly, the agreement to treat the Plaza stores as a partnership was made, I believe, it was in May of 2014, retroactive to January of 2013.
- Q. Okay. And what was your charge, or your task, with regard to that declaration and that decision?
- A. Well, my -- my task was originally established before that with the Department of Justice, the plea agreement, to establish records with controls, built-in controls in each of the stores.
- Q. Okay. With regard to the partnership designation in mid-2014, retroactive to January of '13, what was your task in order to --
- A. Well, mainly, I mean, it was actually a fairly simple accounting task because all of the accounting was already done. It couldn't be -- it couldn't -- we couldn't go back and restart all over or anything like that, but the good news was that each of the stores was being accounted for individually and separately. So, in other words, it had its set of controls, so the truth of the matter is is the partnership accounting was unwittingly already done, because, for instance, everything that happened in St. Thomas was on the St. Thomas books. Everything that

1	A. The second page, which is a detailed that's the
2	general ledger of all the entries made to the due to/from
3	account during that period of time. And then I prepared a
4	little recap down at the bottom of it that recapped the
5	the subtotals for that comprised the balance at that
6	particular point in time of \$119,529.01.
7	Q. Okay. So the forty-four thousand nine forty-two
8	eighty-eight is the amount that was paid?
9	A. By the partnership on behalf of the shopping
10	center, yes.
11	Q. That can be contested. And that's from
12	January 1st, 2013 to the time of the split?
13	A. Correct.
14	MS. PERRELL: Okay. All right. I don't have
15	any more questions relating to that. I don't know if you
16	do.
17	CROSS-EXAMINATION
18	BY MR. HARTMANN:
19	Q. Okay. So dealing with Exhibit 7, if there were
20	some amounts that were due, the amount of our claim is
21	MS. PERRELL: This one.
22	Q. (Mr. Hartmann) Sixty-nine thousand dollars, if
23	there were some amounts due in 2012, that wouldn't have
24	picked up in this
25	A. No. It wasn't picked up on there, no.

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	Q.		accounting?
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So your forty-four thousand is -- is just for a set period?

- A. That's correct.
- **Q.** And you said that the source of your information about the fact that the partnership was supposed to pay for the tenant gross receipts tax was Mr. Yusuf?
 - A. Correct.
 - Q. And Mr. Yusuf told you what?
- A. Well, he just told me that his agreement had always been that the gross receipts taxes for the shopping center were to be paid by Plaza. The -- the -- I will say that I had conversations with the former controller, Margie Soeffing, about that too, and she was under the -- she was under the same guideline.
- Q. Okay. And -- and did you -- did you ever have a -- is there like a file or any written backup or copy of an agreement or anything that would support it for the purposes of, for instance, a GAAP-type of accounting?
- A. I'm not sure I understand completely what your question is as far as GAAP accounting, but the answer is no, the -- the accounting for -- that I did was -- was based upon my conversations with Mr. Yusuf. But also I set it up as a due to/from item because I also had conversations with Mafi and I -- I explained to him at length that I was

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setting up as a due to/from item so that could be something that they could resolve later on.

- Q. I understand that, and we appreciate that. And this is that "later on time."
 - A. Right.
- Q. So -- so what I'm asking is kind of a slightly different question than how you did it. It was -- first of all, just tell me very briefly, what is GAAP?
 - A. Generally accepted accounting principles.
 - Q. Okay. And what is -- what is it used for?
- A. Well, it covers basically the entire subject of accounting for businesses, but simply put, for instance, if -- if I have to repair a compressor to a refrigerator, it's appropriate to charge it to repairs and maintenance, okay? And so GAAP would sort of have something to do with that, and -- and --
 - Q. Okay. Let's use that example.
 - **A.** Okay.
- Q. If I was going to charge repairs to a refrigerator, I would get an invoice from the person who repaired it, that would go into my books. And later on, when the IRS or someone else came knocking, I would go back and show them that document to show why it was in there; is that correct?
 - A. Correct, yes.

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	JOHN GAFFNEY CROSS
1	Q. Okay. And is there any such document with regard
2	to this agreement? That's all I'm asking.
3	A. No.
4	Q. Okay. And and would this would this
5	would the documentation that you have with regard to this,
6	survive an audit under GAAP?
7	A. Yes, it could survive an audit under GAAP, based
8	upon consistency, because sometimes agreements are made.
9	They're not necessarily always in writing. And then what
10	happens is if something has been handled a certain way for
11	so many years and
12	Q. Okay.
13	A so many months, it could it could be
14	actually easily accepted.
15	Q. Okay. I'm going to show you a document that's
16	been labeled Exhibit 1, which is Chart 1. And I'll
17	represent to you that the entire period that's in pink
18	there, this was paid this was paid by one or the other of
19	the parties for the other. I'm not going to tell you which
20	paid for whom.
21	Can can you tell from looking at that
22	document who paid whose taxes for 2003 through 2000 I
23	mean, I'm sorry, 1993 through 2001?

MR. HARTMANN:

MS. PERRELL: I'm going to object to --

That's okay.

1	MS. PERRELL: asking him whether he can
2	tell from a chart that you created that has labels on them.
3	MR. HARTMANN: No, I I've
4	MS. PERRELL: I mean
5	MR. HARTMANN: represented to him.
6	MS. PERRELL: And also John Gaffney has
7	stated that he was his involvement occurred starting in
8	2012.
9	MR. HARTMANN: Counsel, that's a rolling
10	objection, but let me respond.
11	MS. PERRELL: But I'm just saying
12	MR. HARTMANN: Let me respond to it. He just
13	testified to consistency. He wasn't even there before 2012.
14	MS. PERRELL: Okay. I know he wasn't there
15	before 2012.
16	MR. HARTMANN: So I'm just going to establish
17	that.
18	MS. PERRELL: Okay. So just ask him when he
19	was there, but you're asking him, what does this chart
20	indicate.
21	MR. HARTMANN: No.
22	MS. PERRELL: Yeah, you did, so I objected to
23	that.
24	MR. HARTMANN: Just okay. Let me just ask
25	my questions.

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Q. (Mr. Hartmann) Okay. Sir, looking at this chart,
I'm telling you, somebody paid somebody else's taxes for
that entire period of time. Do you under this agreement
do you have any idea who paid whose taxes?

- A. No.
- Q. Okay. Now look at the white section, the years for the white section.

Do you have any idea who paid whose taxes for that period? Whether the partnership paid for the tenant account or the tenant account paid for the partnership, do you have any idea?

- A. No. From 2002 to 2006, no.
- Q. Okay. How about the next period, the light blue period?
- A. The light blue period, I have some recollection of records that I had reviewed in preparing for the conversion that started on January 1st of 2013.
 - Q. And who did you think paid those?
- A. In actuality, I saw evidence of payments coming from the Plaza -- and I'm going to just say Plaza cash accounts, okay?
 - Q. Okay.
- A. And I also saw evidence of an occasional payment out of the shopping center account during some years that I reviewed. I just reviewed manual records back then.

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1	Q. Okay.
2	A. Yeah.
3	Q. So so if payments were made from both, how does
4	that how does that gel with a view of consistency?
5	I guess what I'm let me ask the question
6	in a different way.
7	You weren't there before 2012, were you?
8	A. Arrived in October of 2012.
9	Q. Okay. So you don't really have any idea what was
10	done before then, do you?
11	A. I have some idea, because what happened was, when
12	I arrived, they were about eight months or eight to ten
13	months behind on their accounting. And so what happened
14	was, I had discussions with Margie Soeffing, and we agreed,
15	we we came to an agreement on how it would be brought
16	current and so forth.
17	Q. And you also
18	A. I was aware of the fact that I was aware of the
19	fact that they were paying for the gross receipts taxes over
20	in St. Thomas, because that's where she was located and
21	that's where Mr. Yusuf was located at that time, too.
22	Q. And you also attempted to go back and and find
23	all computer records and also old paper documents; is that
24	correct?

A. I did try. I did attempt to do that, yes.

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Q. And -- and you did -- when I say "you didn't," I misspoke.

When I say you didn't know anything at all before 2012, you knew some stuff?

- A. I did.
- Q. And, for instance, on this, you knew that some of the times, the partnership paid its own -- paid the tenants' account and sometimes the tenant paid the tenants' --
 - A. Yes.
 - Q. -- gross receipts taxes?
 - A. Yes.

Now, can I add something to that?

- Q. You can add whatever you'd like.
- A. Okay. See, who -- who paid it and what account it came out of is irrelevant. It is the debit side that is -- has the most relevance to me, because if the debit side is going to a due to/from account, it's entirely different than if the debt's going to an expense account called taxes, gross receipts. If it's going to a due to/from account, it's accumulating to be resolved at some future point.
 - Q. Exactly.
- A. And so what happened was, I will say that it got -- I saw a little bit of -- oh, I hate to use the word confusion, but in the due to/from accounting, depending on who paid for it, if it went -- if it came out of the, let's

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say, the shopping center account, it might give an accountant a little pause to say, Okay, wait a minute. How do I handle this now because this is inconsistent. Last month, it was paid by the Plaza, and I just posted it to the due to/from account. Now this time it was -- does it go to the due to/from account or does it not? You see what I'm saying?

- Q. Right.
- A. So, in other words, it's really the debit side of it, how that's treated, that really is relevant to me.
- Q. Okay. And -- and so prior to your getting there, how -- how accurate was the accountant at getting those things into the right due to/from account?
- A. I -- I will probably -- the best I can say is that I felt that there were honest people trying to do it, okay?

 But there was -- there -- there was some -- a little bit of confused accounts and it was hard to get to -- it was hard to get rock solid -- to rock solid numbers.
- Q. Okay. So going back to my GAAP question again, you said that -- you said that you had no personal knowledge and that no documents in there, but that you could make some sort of statement about consistency.

What statement could you make about consistency?

A. Well, there was an effort to basically treat the

2.4

payments that were being made on behalf of the shopping center gross receipts taxes as a due to/from item.

- Q. Okay. So if I understand what you're saying is they weren't trying to pay the tenant gross receipts taxes out of the partnership, or they were?
- A. I -- I believe, and I'm going to just say I believe because I believe that Margie was trying to account for it as a due to/from item. And what was happening is occasionally it would come up and she would be pressured into expensing it.
 - Q. Okay.
- A. And so the -- the -- you know, the issue is an older issue than just January 1st of 2013.

When I came on board on January 1st of 2013, categorically I said, No, I'm recording it as a due to/from item. I'm not going to -- I'm not going to argue with one party or the other. I'm going to record it as a due to/from item. Took me a while, but I spent some time with Mafi. I convinced him of that. And what happened was, in those -- I mean, they -- in order to get them to sign the checks, they had to be convinced of it, and -- and Mafi might have forgotten who -- who forced him to pay it, but what -- in fact, what it was, it was being convinced to pay it. I was basically saying, Look, I'm setting it up as due to/from item. It's something that you can resolve years from now or

whenever, and that was how I handled it.

- Q. So returning back to my GAAP problem again.
- A. Okay.

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- Q. The government shows up, and they say, We've got a problem. You've got two totally unrelated entities; one is we'll call the partnership and we'll call the tenant account. And it appears to us like the tenant account is just getting free money from the partnership. That the partnership is just going out -- from 2013 to the end, that the partnership is just going out and paying somebody else's gross receipts tax, right? And the government might have a a little problem with it; is that correct?
 - A. No.
- MS. PERRELL: Wait. Let me object. I think that the way you've couched this question calls for speculation. To the extent that he can answer it, you can try, but --
 - A. I can answer it. It's easy.
 - MS. PERRELL: All right.
 - Q. (Mr. Hartmann) Go ahead.
- A. In actuality, it was all United Corporation.

 And -- and -- and while we can sit here and we can say that,

 Yeah, we had a shopping center division and stuff like that,

 it was all still reported under United Corporation. The

 truth of the matter --

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- Q. Just pretend with me for a moment.
- A. Okay. All right.
- Q. Pretend with me for the moment that the judge actually is in charge of this. And you know now that the judge has said that was a partnership, right? By January 1st, 2013, there was a partnership and there was a corporation.
- A. Well, I will -- I will kind of argue with that and say that you can't go back and change 18 months prior to, okay? In other words, you can't make that decision in the middle of 2014 retroactive to January 1st, 2013.

The fact of the matter is, is all of the accounts, including the Plaza Extra accounts, all had United Corporation. They all had the federal ID number United Corporation on them. All of the credit cards accounts and the merchant accounts had United Corporation. And all the annual reporting of all gross receipts was under that United Corporation, whether it was a shopping center or whether it was Plaza Extra. Didn't matter. It's all United Corporation, you see? So what happens was, the truth of the matter is — the truth of the matter is that that — everything that was paid on behalf of the shopping center was a legitimate gross receipts tax for purposes of the tax return. But I was setting it up as a due to/from between the two items, and that created a little bit of, you know,

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1	created a little bit of tracking challenge, but it was still
2	easy to do.
3	Q. I I get exactly what you're saying, but engage
4	with me in the fantasy world in which the partnership
5	actually came into existence. And that from January of 2013
6	on, you were supposed to be looking at it as though two
7	different entities existed and two different entities were
8	paying stuff, right?
9	A. Um-hum.
10	Q. Okay. So starting in that that part, one
11	entity, the partnership, was paying for the gross receipts
12	of a totally unrelated entity, right?
13	A. Well, I can't I can't characterize it like
14	that, no. And then the other and the reason
15	Q. How would you characterize it?
16	A. Basically the it's irrelevant how it's being
17	paid or who's paying it. It's irrelevant. It's the debit
18	side of it, how it's being treated on the
19	Q. But it's still debited to it?

- It was still being -- it was posted to a due Α. to/from account. That's the thing.
- I understand that, but it was being posted -- it Q. was still being posted to the partnership? In other words --
 - No, no. It was only being paid by the A.

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partnership. That's different than -- in other words --

- Q. It has been --
- A. Yeah. The -- the -- the due to/from, the only thing that the due to/from accounting did was it delayed the recognition of the expense until this settlement -- this settlement sheet that we looked at before. I forget what it was -- oh, this one right here.

In other words, the due to/from accounting of the gross receipts taxes were deferred until this settlement, at which point, the \$44,000 was expensed for the first time on the books of anybody's books.

- Q. Right, but the due to -- explain to me the relationship between your view that -- that this was done in a particular way consistently and the fact that it was being charged to a due to/from account.
- A. The -- the -- there's a tendency to say, I paid it out of this cash here, to mean that that's the end-all. That that's the expense. When, in fact, if you paid it out of this cash right here with an agreement that somebody was going to pay that cash back, it -- it's not necessarily an expense, and so it has a slightly different character.
 - Q. Excuse me.

(Respite.)

A. So, in -- in essence, what -- what -- what happened was, I prepared this -- each month, I prepared

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this. And on this, I also put the general ledger account numbers that were being -- that the amounts were supposed to be posted to.

The -- the United rentals was being posted.

The debit was going to 14,500. The credit for the entire amount of the gross receipts taxes was going to accrued gross receipts taxes. And then I would -- then I would post an entry, an accrual entry, which would recognize the expense portion, which was the Plaza stores. And I would also recognize the due to/from between the shopping center and the -- and -- and United Corporation Plaza stores.

- Q. But who -- who -- where did the money come from?
- A. If money was paid from -- the majority of the money was paid out of the Plaza cash accounts.
 - Q. The partnership?
 - A. Yeah.
- Q. Okay. And has it ever been paid back to the partner?
 - A. Sure.
 - Q. It's been paid back to the partnership?
- A. Yeah. I mean, that cash is still sitting there to be distributed, okay? That cash is still part of -- that's part of the --
 - Q. That's part of the --
 - A. -- cumulation of all the cash that's sitting in

1	the claims reserve
2	Q. Right.
3	A account. The liquidating expense account. And
4	there's also, for that matter, you could even say that it's
5	part of the Banco Popular securities accounts.
6	Q. And do you have an opinion on which way it should,
7	when it's distributed, whether it should go back to the
8	partnership or
9	A. Well, no.
10	MS. PERRELL: I whoa. Hang on.
11	A. That's exactly
12	MS. PERRELL: Wait.
13	A. Okay.
14	MS. PERRELL: You have to let me object
15	first.
16	I would object to him offering an opinion as
17	to where he believes it should go one way or the other.
18	MR. HARTMANN: You can still answer. You can
19	give an opinion.
20	MS. PERRELL: I object to him offering an
21	opinion.
22	Q. (Mr. Hartmann) Yeah, but you can still give the
23	opinion.
24	A. The fact of the matter is I accounted for it as a
25	due to/from item specifically not to make have my own

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1	opinion on it. I specifically put it there so that you guys
2	can come and argue the point and I didn't have an opinion on
3	it.
4	Q. Okay. So let me go back to my GAAP question
5	again.
6	A. Okay.
7	Q. Someone comes up to me and says, Okay. I've got
8	\$42,000 sitting in an account. I've got to decide which
9	party it goes to. And one party says, It's mine because you
10	paid it out of my funds. And the other side says, No, it's
11	mine because I have a theoretical agreement entered into
12	into 1986 with a guy who's dead. I got no paperwork at all.
13	I got no backup. I've got no consistent history. How would
14	you decide there?
15	A. Well,
16	MS. PERRELL: Objection.
17	MR. HARTMANN: He can testify to
18	MS. PERRELL: I can object to your question.
19	MR. HARTMANN: I know you can, but you say
20	objection.
21	MS. PERRELL: I can object on the basis of
22	the ob I can give the basis for the objection, okay?
23	MR. HARTMANN: Object to form. Object to
24	relevance. Object to privilege. Those are the three.

 ${\tt MS.}$ PERRELL: I object to the form.

1	MR. HARTMANN: Okay.
2	MS. PERRELL: I also object to relevance.
3	MR. HARTMANN: Okay. Fine.
4	MS. PERRELL: All right. And I do not
5	believe that he is calling for speculation, so
6	MR. HARTMANN: He can speculate.
7	MS. PERRELL: And I'd also object that it
8	mischaracterizes the facts in evidence.
9	Q. (Mr. Hartmann) Okay. You've got your whole
10	rolling objection.
11	Now you can answer the question, if you can
12	still remember it.
13	A. The this happens in GAAP all the time. It's
14	usually covered in the notes to the financial statements. I
15	mean, there are lease agreements between parties that are
16	covered in audited financial statements under lease
17	agreements. And so what happens is, things like this happen
18	in GAAP accounting all the time. There can be differences
19	of opinion that give rise to a balance sheet item that can
20	sit there for a while until it's resolved.
21	Q. And under GAAP, how are things like that resolved?
22	A. Well, what happens is they're resolved, just like
23	you guys are doing right now, and eventually what happens is
24	somebody makes a journal entry.
25	Q. Okay. And and the general entry is ultimately

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going to decide one question and one question only for GAAP purposes, right? Was there an underlying agreement?

A. No, not necessarily.

Like in my case, the 44,000, it was really simple. When I made the journal entry, I posted that 44,000 to taxes, gross receipts expense for the first time on the -- on the books of both the partnership and United Corporation, I posted it at. You can see it in the financial statement.

- Q. Right.
- A. And so what happened was, all I did was, by subjecting it to due to/from -- the due to/from aspect, all I did was defer the recognition of it on the part -- on the partnership's books --
 - Q. Right.
 - A. -- and I eventually put it there, yeah.
- **Q.** Okay.
 - A. And that's legitimate.
 - Q. No, it is. And what I'm really asking is, would you have posted that way had Mr. Yusuf not come and told you, based on the paper record, based on all the things in the files, based on the normal finance things that you would have had to deal with, would you have had a question about posting that to the tenant account, or was the only reason that you put it in a to/from account because you were told

1 about this theoretical 1985 oral agreement? 2 MS. PERRELL: Objection. Also objection as 3 to form and speculation. And --MR. HARTMANN: No, I'm asking him why he did 4 5 it. 6 MS. PERRELL: Well, I mean, the whole fact 7 that there's a partnership is an oral partnership with no 8 paperwork and no paper trail, so --9 0. (Mr. Hartmann) So he can answer. Go ahead. 10 11 Well, no. I mean, I recognized very quickly what 12 Mr. Yusuf told me was the agreement between him and Mohammad 13 Hamed was their agreement. And there was no way I was going 14 to be able to prove it. 15 What happened was, when it came down to now 16 we had to take action, we had to get it paid, I was caught 17 in the middle of, it's got to be paid by them, okay? 18 It's -- and I was caught in the middle. And I said, Okay. The easy way out for me is to account for this as a due 19 20 to/from item and not even -- not even engage in the argument with either side. 21 22 Q. Right. 23 Α. Just account for it as a due to/from. 2.4 We're not -- we're not asking -- I understand Q. 25 that. And what I'm asking is, and the only reason that came

JOHN GAFFNEY -- REDIRECT

1	up, the only reason you were placed in that position is Mr.
2	Hamed Mr. Yusuf told you that there was some old oral
3	agreement that would have the partnership pay the tenant
4	account's gross receipts tax; is that correct?
5	A. That, plus the fact I did see some evidence of the
6	same issue existing before 2000 I started the, you know,
7	doing the conversion in January of 2013.
8	Q. So you shook your head yes, but you didn't say the
9	word yes.
10	A. Oh, I'm sorry, yes.
11	MR. HARTMANN: Okay. Thank you. I have no
12	further questions.
13	REDIRECT EXAMINATION
14	BY MS. PERRELL:
15	Q. I have one follow-up question to that.
16	A. Okay.
17	Q. You said you saw some evidence. And that evidence
18	was you had had some conversations with a lady that was the
19	accountant. What was her name?
20	A. Margie Soeffing.
21	Q. Right. And that it was her understanding
22	MR. HARTMANN: Object. Hearsay.
23	Q. (Ms. Perrell) You you spoke with her directly,
24	right?
25	A. I've spoke with her directly, ves.

JOHN GAFFNEY -- REDIRECT

1	Q. And as a result of that conversation, did you have
2	an understanding how the tenant how the shopping center
3	gross receipts were to be paid, at least what was
4	A. Well, Margie Margie flip-flopped back and
5	forth, and she admitted to it, to me that she did. And she
6	did tell me that, you know, sometimes under pressure from
7	Mr. Yusuf, she would start feeling like she needed to write
8	it off, and then sometimes under, I don't know whether she
9	was getting pressure from anybody else, I can't say
10	specifically, but she would she did have a tendency to
11	also try and treat it as a due to/from item, too.
12	Q. All right. So that you understood that there were
13	folks that were treating it both ways?
14	A. Yeah.
15	MS. PERRELL: Okay. All right. No further
16	questions.
17	THE VIDEOGRAPHER: This is a conclusion?
18	MR. HARTMANN: Yes. No, continuation.
19	THE VIDEOGRAPHER: This is a continuation of
20	the deposition. The time is 1:15.
21	(Lunch recess taken.)
22	JOHN GAFFNEY
23	THE VIDEOGRAPHER: This is the continuation
24	of the deposition of John Gaffney. The time is 2:33.
25	DIRECT EXAMINATION

MAHER "MIKE" YUSUF -- DIRECT

1	generated it.
2	Q. Okay. And do you remember who the accountant was
3	back in 1996?
4	A. Well, looking up here, it's Ben, Ben Irvin
5	Q. Okay. So
6	A at that time.
7	Q. Okay.
8	A. Yeah.
9	Q. So Ben Irvin was the accountant for the tenant
10	account, or was you just an accountant for United,
11	generally?
12	A. He was for United, generally.
13	Q. Okay.
14	A. Comptroller, we call it.
15	Q. Okay. And he would have had access to the tenant,
16	or at least knowledge of what was going on in the tenant
17	account?
18	A. Yes. He he kept records of everything, yes.
19	Q. Okay. And then but would he have signatory
20	authority for
21	A. No.
22	Q. Okay. So the then let me back up here.
23	For the amounts that were transferred over,
24	the let's say let's go about the first one, the
25	15,900, do you have any particular recollection as to why

EXHIBIT 2

IN THE SUPERIOR COURT OF TH DIVISION OF ST.	
MOHAMMED HAMED by His Authorized Agent WALEED HAMED,)
Plaintiff/Counterclaim Defendant,))
VS.) Case No. SX-12-CV-370
FATHI YUSUF and UNITED CORPORATION,))
Defendants/Counterclaimants,)
VS.))
WALEED HAMED, WAHEED HAMED, MUFEED HAMED, HISHAM HAMED, and PLESSEN ENTERPRISES, INC.,)))
Additional Counterclaim Defendants	, <u>.</u>)

THE VIDEOTAPED ORAL DEPOSITION OF FATHI YUSUF

was taken on the 2nd day of April, 2014, at the Law Offices of Adam Hoover, 2006 Eastern Suburb, Christiansted, St. Croix, U.S. Virgin Islands, between the hours of 9:17 a.m. and 4:16 p.m., pursuant to Notice and Federal Rules of Civil Procedure.

Reported by:

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

APPEARANCES

1	
2	For Waleed Hamed:
3	Law Offices of
4	Eckard, P.C. P.O. Box 24849 Christiansted, VI 00824
5	
6	By: Mark W. Eckard
7	
8	For Fathi Yusuf:
9	Law Offices of K. Glenda Cameron
10	2006 Eastern Suburb, Suite 101
11	Christiansted, St. Croix U.S. Virgin Islands 00820
12	By: K. Glenda Cameron
13	
14	
15	Also Present:
16	Josiah Wynans, Videographer Kim Japinga
17	Waleed Hamed Hisham Hamed
18	Mufeed Hamed Maher Yusuf
19	Haller radur
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1	A. Go ahead, sir.
2	Q. All right. Going just on that same document, Item
3	No. 41. And that's a short one, it says, The Hameds and I
4	were able to turn the store around by the last part of 1994.
5	Is that correct?
6	A. Yes.
7	(Deposition Exhibit No. 3 was
8	marked for identification.)
9	Q. (Mr. Holt) All right. Showing you Exhibit No. 3,
10	these are interrogatories filed in the same case in
11	St. Thomas. If you look over on the last page, can you tell
12	me, or second-to-last page, if that's your signature?
13	A. I see two signature. I see my son on top, and my
14	signature below.
15	Q. Okay. And those are signed under oath, is that
16	correct?
17	A. Yes.
18	Q. Okay. Looking at this document, can you go to
19	Interrogatory No. 2, which is on Page 4, and it has a
20	sentence in it that says, Without waiving said objection,
21	Mohammad Hamed?
22	MR. HODGES: Hold on. Hold on.
23	Q. (Mr. Holt) See No. 2?
24	A. Yeah, I see No. 2. Yes, sir.
25	Q. (Mr. Holt) It says, Without waiving said

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objection, Mohammad Hamed is a partner in Plaza Extra Supermarkets, and has been since the mid-1980s, is that correct?

- A. Yes.
- Q. And then over on Item No. 3, Interrogatory No. 3, on the next page, it says, Notwithstanding said objection, Waleed Hamed has been working for Plaza Extra on and off since 1986.

Is that correct?

- A. Yes.
- Q. Next sentence, From the time he worked at the St. Thomas Plaza Extra during the period of plaintiff's joint venture with United, which is the only relevant issue, he was a partner with general management duties, is that correct?
- A. He's -- excuse me. Give me chance to let me read it, please.
- Q. Sure.
- A. He was general manager, sir, by the way, where? Wally was general manager where?
- Q. I'm just reading the answer. It says he was -says, At the time he worked at the St. Thomas Plaza Extra
 during the period of plaintiff's joint venture with United,
 which is the only relevant issue, he was a partner with
 general management duties.

	FAIRI 1050F DIRECT
1	A. He is not a partner, sir. Waheed is never a
2	partner.
3	Q. Okay.
4	A. Waheed was an employee. I took him and I choose
5	him because I feel he's the right employee to protect his
6	father interest and my interest.
7	Q. Okay.
8	A. But I did not take him as a partner.
9	Q. So Waleed and Waheed were not partners in the
10	St. Thomas store?
11	A. None of Mohammad Hamed children.
12	Q. Okay. Looking over at Interrogatory No. 6, and
13	this is the last one that I'm going to ask you in this set,
14	it says, starting in the second line, Without limiting or
15	waiving said objection
16	MR. HARTMANN: Wait. He doesn't have it.
17	Q. (Mr. Holt) Interrogatory No. 6. It's on Page 8
18	at the top. You see that?
19	A. Excuse me? I was looking at something else.
20	Q. Okay. It says, With respect to Plaza Extra, the
21	original partners were Khaled Ali, Issam Yusuf, Mohammad
22	Hamed and Defendant Yusuf, which would be you.
23	By the time Plaza Extra opened in 1986,
24	Mohammad Hamed and Defendant Yusuf were the only partners.

A. Yeah, okay.

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- Q. When you say one of the conditions was -- was he agreed to cover United, you're talking about insurance coverage, is that what you're talking about? No, including the insurance. 0. Okay. So the Plaza Extra stores would pay for insurance on the whole shopping center? Α. Yes. And the Plaza Extra Supermarket would pay the Ο. gross receipts, not just on the grocery store profits, but on the rent? Α. Yes. Q. Okay. Excuse me. One more item. The United Shopping Α. Plaza was using the entire shopping center value depreciation to offset any income tax, which that, in return, it will give you greater saving than the insurance and the gross receipt. Q. So there's a tradeoff you're giving them --Α. It's a tradeoff, yes. You're giving them depreciation; they're paying Q. gross receipts and insurance? Α. Yes. Yes, sir.
 - Okay. And then you said that something about an Q. office that --
 - No, I have -- you see, I have an office in the --Α.

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people, and everybody go his way. Whether he's a one hundred and ten partner, or shake hand. I'm ready right now to give him 50 percent of whatever Plaza Extra own. I never deny him that right. Never.

Q. Okay. All right.

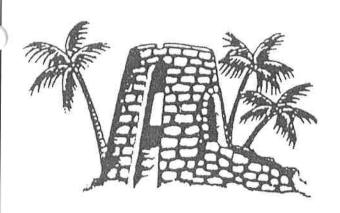
MR. HODGES: Finished with 8?

MR. HOLT: Yeah.

(Deposition Exhibit No. 9 was marked for identification.)

- Q. (Mr. Holt) Showing you Exhibit No. 9, this is the -- the rent calculation that was discussed yesterday.
 - A. Uh-huh.
 - Q. Are you familiar with this document?
 - A. Yes, sir. Prepared by me.
- Q. Okay. And these numbers that we -- we see up where, we see Tutu Park store, you see all that, why is that on here?
- A. You see, that will have -- will make me go back and explain myself to come to the conclusion, the answer, of what I have put down.
- Q. Okay. Let me just see if I can -- see if I understand it right. Basically, you took the language in the St. Thomas lease, which did the rent calculation for the St. Thomas store, and then you just applied to the --
 - A. There's a lot thing --

EXHIBIT 3



Transcript Testimony of

Date: January 22, 2020 Volume:

Case: Waleed Hamed, et al v. Fathi Yusuf, et al

Susan C. Nissman, RMR Caribbean Scribes, Inc.

Phone: (340) 773-8161

Fax: (340) 773-6126

Email: susan@caribbeanscribes.com

Internet: caribbeanscribes.com

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

WALEED HAMED, as the Executor of) the Estate of MOHAMMAD HAMED, Plaintiff/Counterclaim Deft.,)

VS.

Case No. SX-2012-CV-370

FATHI YUSUF and UNITED CORPORATION, Defendants/Counterclaimants,

VS.

DEPOSITIONS TAKEN JANUARY 22, 2020

WALEED HAMED, WAHEED HAMED, MUFEED HAMED, HISHAM HAMED, and PLESSEN ENTERPRISES, INC., Counterclaim Defendants. WALEED HAMED, as Executor of the) Estate of MOHAMMAD HAMED, Plaintiff,

VS.

Consolidated with Case No. SX-2014-CV-287

UNITED CORPORATION, Defendant.

WALEED HAMED, as Executor of the Estate of MOHAMMAD HAMED, Plaintiff,

VS.

Consolidated with Case No. SX-2014-CV-278

FATHI YUSUF, Defendant.

FATHI YUSUF, Plaintiff,

VS.

) Consolidated with) Case No. ST-17-CV-384

MOHAMMAD A. HAMD TRUST, et al., Defendants.

KAC357 Inc., Plaintiff,

VS.

Consolidated with Case No. ST-18-CV-219

HAMED/YUSUF PARTNERSHIP,

Defendant.

THE VIDEOTAPED ORAL DEPOSITIONS OF
FATHI YUSUF, WALEED "WALLY" HAMED, MAHER "MIKE" YUSUF,

MAFEED "MAFI" HAMED, AND YUSUF YUSUF
was taken on the 22nd day of January, 2020, at the Law
Offices of DNF, 1131 King Street, Suite 204, Christiansted,
St. Croix, U.S. Virgin Islands, between the hours of
10:15 a.m. and 3:57 p.m., pursuant to Notice and Federal
Rules of Civil Procedure.

Reported by:

Susan C. Nissman RPR-RMR
Registered Merit Reporter
Caribbean Scribes, Inc.
2132 Company Street, Suite 3
Christiansted, St. Croix
U.S. Virgin Islands 00820
(340) 773-8161

2 4 9 0 0	1 490 0
A-P-P-E-A-R-A-N-C-E-S For the Plaintiffs: Law Offices of Joel H. Holt 2132 Company Street, Suite 2 Christiansted, St. Croix U.S. Virgin Islands 00820 By: Joel H. Holt and Carl J. Hartmann, III 5000 Estate Coakley Bay, L6 Christiansted, St. Croix U.S. Virgin Islands 00820 By: Carl J. Hartmann, III Kim Japinga For the Defendants: Law Offices of DNF Law House P.O. Box 756 Charlotte Amalie, St. Thomas U.S. Virgin Islands 00802 By: Charlotte Perrell	INDEX WALEED "WALLY" HAMED: Direct by Mr. Hartmann 149 Cross by Ms. Perrell 156 Redirect by Mr. Hartmann 187 Recross by Ms. Perrell 193 Redirect by Mr. Hartmann 196 End of Sealed Portion 197 FATHI YUSUF: Direct by Mr. Hartmann 198 Cross by Ms. Perrell 203 Redirect by Mr. Hartmann 219 Recross by Ms. Perrell 223 Redirect by Mr. Hartmann 219 Recross by Ms. Perrell 223 E-X-H-1-B-1-T-S Exhibit Description Page 13 - Response to Hamed's Interrogatories 23 2 through 13 of 50 - New Claim Numbers: Y-8, H-1, H-23, H-19, H-33, H-34, H-37, H-144, H-145, H-155, H-156, H-158 & H-160 12 - Chart 3 - Water Revenues Claimed by 27 United 14 - Affidavit of Mohammad Hannun 187
Also Present: Michael Gelardi, Videographer Hisham "Shawn" Hamed	Susan C. Nissman, RPR-RMR (340) 773-8161
INDEX E-X-A-M-I-N-A-T-I-O-N Description Counsel Page FATHI YUSUF: Direct by Ms. Perrell 7 Cross by Mr. Hartmann 27 WALEED "WALLY" HAMED: Direct by Ms. Perrell 46 Cross by Mr. Hartmann Redirect by Ms. Perrell 76 Recross by Mr. Hartmann 85 MAHER "MIKE" YUSUF: Direct by Ms. Perrell 89 Cross by Mr. Hartmann 111 Redirect by Ms. Perrell 116 Recross by Mr. Hartmann 117 MAFEED "MAFI" HAMED: Direct by Ms. Perrell 118 Cross by Mr. Hartmann 135 YUSUF YUSUF: Direct by Ms. Perrell 138 Cross by Mr. Hartmann 147 Susan C. Nissman, RPR-RMR (340) 773-8161	THE VIDEOGRAPHER: In the matter of Waleed Hamed versus Fathi Yusuf and the United Corporation, in the Superior Court of the Virgin Islands, Division of St. Croix, Civil Action Number SX-2012-CV-370. My name is Michael Gelardi. 1 am the videographer for today's proceedings. Our court reporter is Susan Nissman. Today's date is January 22nd, 2020. The deponent is Fathi Yusuf. The time is 10:15. For the purpose of voice identification, I am requesting that the attorneys present identify themselves at this time. MS. PERRELL: Charlotte Perrell, on behalf of United Corporation and Fathi Yusuf. MR. HARTMANN: Carl Hartmann, for the Hameds. And Joel Holt will be joining us during the proceeding. He's out of the room for a moment, but I don't want to stop the tape when he comes in and makes his appearance, so I'll mention that he's appearing. THE VIDEOGRAPHER: Okay. Please swear in the witness.

Page 3

Page 5

Page 7

FATHI YUSUF,

called as a witness, having been first duly sworn, testified on his oath as follows:

DIRECT EXAMINATION

BY MS. PERRELL:

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- Q. All right. Good morning, Mr. Yusuf.
- A. Good morning.
- Q. All right. Today, we want to ask you some questions about the United's claim for water revenue from April of 2004 through, in essence, the present or the time when the -- the -- the parties split, okay?

So was there an arrangement that you had with Mr. Mohammad Hamed relating to the water revenues at the United Shopping Center?

- A. Yes, there is arrangement.
- Q. Can you explain what that was?
- A. Well, during construction, the final construction, I was bidding for the -- for the water supply. I know that I have a lot of well on the property. I think a total of five wells. I say, Let me ask Mr. Mohammad if he will agree
- to spend \$4- to \$5,000, maximum -- maximum will be seven. 21 22
- And we should start sell water. And just because we are 23 committed with each for the common 10 years, it is my duty
- 24 to get his approval. And I say the result, the -- the --
- 2.5 the money that comes in from the water, I don't need it, and

there for -- we used to send it back home. We send it every

year until we been raided by the FBI. So we have to follow

Page 9

Page 10

- 2 3 the FBI instruction: No money out -- to be out of the
- store. So that -- we did not stop selling water, because we
- 5 have a customer. We have commitment. We have commitment to 6
- our customers and the community, and we kept selling water. 7 And the -- whatever we get from the water goes into the
- 8 business of Plaza Extra East.
- 9 Q. Okay. Mr. Yusuf, the 1994 through 2004 time 10 frame, can you tell me what you understood how many -- how 11 many trucks per day were coming into the store to get water?
- 12 Let's say the first part of it, the 1994, '95, '96?
- 13 A. First of all, as I said, I was never at Plaza
- 14 Extra East location.
 - Q. Right. Okay.
- 16 A. I can tell you the numbers I used to see in the
- 17 book.

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- Q. Okay.
- 19 A. Wally have wrote it for 2 years.
 - Q. Okay.
- 21 A. One, I think -- I don't remember, 52-something,
- 22 but I know one time, he sent \$72,000.
- 23 Q. For 1 year?
 - A. For I year.
- 25 Q. Okay.

Page 8

I'm sure you don't need it, but this is a good way of accumulating some free money to send to your -- to your poor people in your family and my -- some -- every family have some wealthy, medium, and poor. And we give these monies for these guys. And he said, that's a good idea.

So we have a big cistern anyhow. The nature of our construction, we are force to put a big huge cistern. The simple reason why, because the property is way below the street level. And if you want to enter into the driveway, it will be almost impossible for trucks with trailer loaded to come down that sharp level down. I say, Let me build a cistern in there.

So behind the supermarket -- all of you know is Plaza Extra East supermarket. Behind it is cistern. It serve two purposes: It collect the water from the roof, and we raise the land to accommodate the trucks coming into the properties. And sees it's an opportunity to do it. And we did it with the approval of Mr. Mohammad, but my commitment was 10 years only. Ten years from the opening. Ten years after that. I remember that we opened sometime in April, either late April or early May in 1994. That for automatically 10 years later, that commitment on my part, it will be over.

And so we was selling the water. And I, being in St. Thomas all the time, and the money that was A. One year, I think 52, between the 50 and 60.

That money was going to the -- to his family -- not really his immediate family or my immediate family. I don't have no immediate family back home, but a 60,000 people village is consisting of 16 -- 13 family. And he's part of one of the families and I'm part from a different family, and each -- each, you know, each family may be 4-5,000 to 8,000. Is small and big. And we said, Let's give them some money. Things is bad.

- Q. So when you say give the families money, was that a charitable, like a -- like a gift? A charitable donation?
 - A. Yes, to buy food.
- Q. Okay. All right. And both of the families did that with those funds?
- A. Yes.
- 16 Q. Okay. All right. And who was primarily in charge 17 of coordinating, and all of these funds for the water 18 revenues, from 1994 through the raid, or up to the raid in 19 2001?
 - A. Wally is the man in charge of Plaza Extra East.
- 21 Q. Okay.
- 22 A. I have one or two son maybe was working there.
 - Q. Um-hum,
- 24 A. But it was under the supervision of Wally.
 - Q. Okay. And do you know what the systems were to

partnership? A. Yes, 87. Q. Okay. And do you recall and do you think the government knew about thur? Knew about that lawsuit? A. I'm pretty sure they did. Q. And, in fact, sin't it rure that on 12-18 of 2014, there was a proceeding acutually just before that, but as a result of a hearing in front of the federal judge here that to 12-18-2014, all the TKOs and all the other controls by the foderal government were filted? A. Yes. Q. Okay. So let's take the month after that. Let's take January 1st of 2015. In other words, did you report monthly gross receipts returns then? In other words, did you report monthly gross receipts after 2014? A. Yes. Q. Okay. So and it would be the same process you described before, let's say, I'm going to pick a month, lefebruary of 2014? February of 2014? A. Yes. Q. Ohay. So and it would be the same process you described before, let's say, I'm going to pick a month, lefebruary of 2014? A. Yes. Q. There were no federal impediments stopping if- if the tenant account believed that it was actually to received that income, there was nothing from them filing a gross receipts tax on the water income? A. The Fathis. Q. And id the partnership. A. The Fathis. Q. And id ithey represent to the government that that was income of the partnership? A. Yes. MR. HARTMANN: Okay. Thank you. MS. PERRELL: Okay. MS. PERRELL: Okay. J. Have no further question. And did that continue up until the the further questions. MS. PERRELL: Okay. MR. HARTMANN: Thank you. MS. PERRELL: Okay. Thank you. MS. PERRELL: Okay. Thank non. And did that continue up until the the further questions. MS. PERRELL: Okay. Thank you. MS. PERRELL: Okay. Thank is the continuance of process pilit up? MR. HARTMANN: Thank you. MS. PERRELL: Okay. Thank you. MS. PERRELL: Okay. Thank is the continuance of process pil		D 07		D 00
2 A. Yes, sir. 3 Q. Okay. And do you recall and do you think the government knew about that? Knew about that lawsuit? 4 A. I'm pretty sure they did. 6 Q. And, in fielt, sirt it true that on 12-18 of 2014, there was a proceeding actually just before that, but as a result of a hearing in front of the federal judge here that on 2-18-2014, all the TROs and all the other controls by the federal government were lifted? 1 A. Yes. 1 Do you do you know whether all the stores filed gross receipts returns then? 1 Do you do you know whether all the stores filed gross receipts returns then? 1 In other words, did you report monthly gross receipts after 2014? 2 A. Yes. 3 Q. Okay. So and it would be the same process you described before, let's say, I'm going to pick a month, February of 2014? 2 A. Yes. 3 Q. There were no federal impediments stopping if if the tenant account believed that it was actually received that income, there was nothing from them filing a gross receipts tax on the vater income? 4 A. That's true. 5 Q. Okay. So and it would be the same process you described before, let's say, I'm going to pick a month, February of 2014? 2 A. Yes. 3 Q. There were no federal impediments stopping if if the tenant account believed that it was actually received that income, there was nothing from them filing a gross receipts tax on the vater income? 4 A. That's true. 5 Q. Okay. So let sake the month after that the was incomment that that was incomment that that was incomment that that was incomment that that was incommend they partnership? 5 A. The Fathis. 6 Q. They partnership. 7 A. Yes. 8 JERRELL: Okay. I have no further question. 8 JERRET LI: Okay. Thank you. 8 JERRET LI: Okay. Thank you. 9 A. Yes, sir. 9 A. Wes, sir. 9 A. Wes, sir. 9 A. Wes, sir. 9 A. Wes, sir. 1 A. Yes, sir. 9 A. Wes, sir. 1 A. Wesh was collected. 9 When did you come back from college and begin working at the Plaza Extra East store? 9 A. The Fathis. 9 Q. (Mr. Hartmann) Oh, I'm sorry. I do have one further question. 9 A. Yes, s		Page 87		Page 89
Jagor College And do you recall – and do you think the government Rinew about that lawasuit? A. I'm pretty sure they did. Q. And, in fact, fart it rine that on 12-18 of 2014, there was a proceeding — actually just before that, but as a result of a hearing in front of the federal judge here that on 2-18-2014, all the FROs and all the other controls by the federal government were lifted? A. Yes. Q. Okay. So let's take the month after that. Let's take January 1st of 2015. Do you – do you know whether all the stores fifted gross receipts taker and the work of the deposition of Maher Yusuf. The date is January 22nd, 2020. The time is 12-14. The whitness is sworn in JIRREV EEXAMINATION BY MS. PERRELL: Q. Okay. So let's take the month after that. Let's take January 1st of 2015. Do you – do you know whether all the stores fifted gross receipts after 2014? A. Yes. Q. Okay. So – and it would be the same process you described before, let's say, I'm going to pick a month, February of 2014? A. Yes. Q. Okay. So – and it would be the same process you described before, let's say, I'm going to pick a month, February of 2014? A. Yes. Q. Okay. So – and it would be the same process you described before, let's say, I'm going to pick a month, February of 2014? A. Yes. Q. Okay. So – and it would be the same process you described before, let's say, I'm going to pick a month, February of 2014? A. Yes. Q. Okay. So – and it would be the same process you described before, let's say, I'm going to pick a month, February of 2014? A. Yes. Q. Okay. So – and it would be the same process you described before, let's say, I'm going to pick a month, February of 2014? A. Yes. Q. Okay. So – and it would be the same process you described before, let's say, I'm going to pick a month, February of 2014? A. Yes. Q. Okay. Lithink. You be the frich of the deposition of Maher Yusuf. The date is January 22nd. 2020. The time is 1214. The whitese is January 22nd. 2020. The time is 1214. The whitese is January 22nd. 2020. The time is 1214	1	·	1	
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1	25	THE VIDEOGRAPHER: This is the continuance of	25	* * *
		w		

EXHIBIT 4

UNIFORM PARTNERSHIP ACT (1997)

(Last Amended 2013)

Drafted by the

NATIONAL CONFERENCE OF COMMISSIONERS ON UNIFORM STATE LAWS

and by it

APPROVED AND RECOMMENDED FOR ENACTMENT IN ALL THE STATES

at its

ANNUAL CONFERENCE
MEETING IN ITS ONE-HUNDRED-AND-TWENTY-SECOND YEAR
BOSTON, MASSACHUSETTS
JULY 6 - JULY 12, 2013

WITH PREFATORY NOTE AND COMMENTS

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By
NATIONAL CONFERENCE OF COMMISSIONERS
ON UNIFORM STATE LAWS

that the partnership-by-estoppel doctrine conditions liability on the plaintiff having reasonably relied on the representation of partnership, which often involves an exercise of due diligence to ascertain the facts").

Subsection (a)—This subsection continues the distinction between representations made to specific persons and those made in a public manner. In both circumstances, the claimant must show reliance.

Like UPA (1914) § 16, this section imposes no duty of denial; thus, a person held out by another as a partner is not liable without having actually consented to the representation. *See* Subsection (c) (no duty to file statement of denial); Subsection (d) (no duty to file statement of dissociation or to amend statement of partnership authority).

Subsections (c) and (d)—These subsections were new in UPA (1997) and preclude negative inferences from outdated information in filed statements.

Subsection (e)—Derived from UPA (1914) § 7(1), this subsection circumscribes the circumstances in which a person can be liable as a partner to third parties for the obligations of the partnership – i.e., only if (i) the person is a partner in the partnership; or (ii) the person is liable under Section 308(a) or (b).

[ARTICLE] 4

RELATIONS OF PARTNERS TO EACH OTHER

AND TO PARTNERSHIP

SECTION 401. PARTNER'S RIGHTS AND DUTIES.

- (a) Each partner is entitled to an equal share of the partnership distributions and, except in the case of a limited liability partnership, is chargeable with a share of the partnership losses in proportion to the partner's share of the distributions.
- (b) A partnership shall reimburse a partner for any payment made by the partner in the course of the partner's activities on behalf of the partnership, if the partner complied with this section and Section 409 in making the payment.
- (c) A partnership shall indemnify and hold harmless a person with respect to any claim or demand against the person and any debt, obligation, or other liability incurred by the person by reason of the person's former or present capacity as a partner, if the claim, demand, debt,

obligation, or other liability does not arise from the person's breach of this section or Section 407 or 409.

- (d) In the ordinary course of its business, a partnership may advance reasonable expenses, including attorney's fees and costs, incurred by a person in connection with a claim or demand against the person by reason of the person's former or present capacity as a partner, if the person promises to repay the partnership if the person ultimately is determined not to be entitled to be indemnified under subsection (c).
- (e) A partnership may purchase and maintain insurance on behalf of a partner against liability asserted against or incurred by the partner in that capacity or arising from that status even if, under Section 105(c)(7), the partnership agreement could not eliminate or limit the person's liability to the partnership for the conduct giving rise to the liability.
- (f) A partnership shall reimburse a partner for an advance to the partnership beyond the amount of capital the partner agreed to contribute.
- (g) A payment or advance made by a partner which gives rise to a partnership obligation under subsection (b) or (f) constitutes a loan to the partnership which accrues interest from the date of the payment or advance.
- (h) Each partner has equal rights in the management and conduct of the partnership's business.
 - (i) A partner may use or possess partnership property only on behalf of the partnership.
- (j) A partner is not entitled to remuneration for services performed for the partnership, except for reasonable compensation for services rendered in winding up the business of the partnership.
 - (k) A difference arising as to a matter in the ordinary course of business of a partnership

may be decided by a majority of the partners. An act outside the ordinary course of business of a partnership and an amendment to the partnership agreement may be undertaken only with the affirmative vote or consent of all the partners.

Comment

For the most part, Section 401 merely restates the rules of UPA (1914) § 18, thereby establishing many of the default rules that govern the relations among partners. All of these rules are, however, subject to contrary agreement of the partners as provided in Sections 105 through 107.

UPA (1997) § 401(a) experimented with providing a default configuration for capital accounts. For the reasons stated in Section 405, comment, the Harmonization Project ended the experiment and eliminated the configuration.

Subsection (a)—This subsection continues the approach of UPA (1914) § 18(a), although for the reasons stated in Section 405, comment, the Harmonization Project substituted "distribution" for "profits." Distributions are shared equally and losses are shared in proportion to each partner's share of distributions. Thus, under this default rule, partners share distributions per capita and not in proportion to capital contribution (per capital).

If partners agree to share distributions other than equally, losses will be shared in the same proportion as distributions, absent agreement to do otherwise. This rule, carried over from UPA (1914) rests on the assumption that partners would likely agree to share losses on the same basis as distributions, but may fail to say so. Of course, by agreement, they may share losses on a different basis from distributions.

Subject to contrary agreement and the effect of Section 806(e), this subsection's loss sharing rules apply, even where one or more of the partners contribute no capital. The rule was the same under UPA (1914) § 18(a), although there is some case law to the contrary. *See, e.g.*, *Kovacik v. Reed*, 315 P.2d 314 (Cal. 1957); *Becker v. Killarney*, 523 N.E.2d 467 (Ill. App. Ct. 1988). It may seem unfair that the contributor of services, who contributes little or no capital, should be obligated to contribute toward the capital loss of the large contributor who contributed no services. In entering a partnership with such a capital structure, the partners should foresee that application of the default rule might bring about unusual results and take advantage of their power to vary by agreement the allocation of capital losses.

Subsections (b) and (c)—A partnership's obligation, if any, to reimburse or indemnify others (*e.g.*, employees, other agents, and independent contractors) is a question for other law, including the law of agency, contract, and restitution. The fact a person has dissociated as a partner does not affect any obligations incurred by the partnership under these subsections for conduct occurring before the dissociation.

To the extent a partnership agreement modifies or displaces the default rules stated in

EXHIBIT 5

UNIFORM PARTNERSHIP ACT (1997)

(Last Amended 2013)

Drafted by the

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MEETING IN ITS ONE-HUNDRED-AND-TWENTY-SECOND YEAR
BOSTON, MASSACHUSETTS
JULY 6 - JULY 12, 2013

WITH PREFATORY NOTE AND COMMENTS

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By
NATIONAL CONFERENCE OF COMMISSIONERS
ON UNIFORM STATE LAWS

PREFATORY NOTE TO UNIFORM PARTNERSHIP ACT (1997)

The National Conference of Commissioners on Uniform State Laws first considered a uniform law of partnership in 1902. Although early drafts had proceeded along the mercantile or "entity" theory of partnerships, later drafts were based on the common-law "aggregate" theory. The resulting Uniform Partnership Act ("UPA"), which embodied certain aspects of each theory, was finally approved by the Conference in 1914. The UPA governs general partnerships, and also governs limited partnerships except where the limited partnership statute is inconsistent. The UPA has been adopted in every State other than Louisiana and has been the subject of remarkably few amendments in those States over the past 80 years.

In January of 1986, an American Bar Association subcommittee issued a detailed report that recommended extensive revisions to the UPA. See UPA Revision Subcommittee of the Committee on Partnerships and Unincorporated Business Organizations, Section of Business Law, American Bar Association, Should the Uniform Partnership Act be Revised?, 43 Bus. Law. 121 (1987) ("ABA Report"). The ABA Report recommended that the entity theory "should be incorporated into any revision of the UPA whenever possible." Id. at 124.

In 1987, the Conference appointed a Drafting Committee to Revise the Uniform Partnership Act and named a Reporter. The Committee held its initial meeting in January of 1988 and a first reading of the Committee's draft was begun at the Conference's 1989 Annual Meeting in Kauai, Hawaii. The first reading was completed at the 1990 Annual Meeting in Milwaukee. The second reading was begun at Naples, Florida, in 1991 and completed at San Francisco in 1992. The Revised Uniform Partnership Act (1992) was adopted unanimously by a vote of the States on August 6, 1992. The following year, in response to suggestions from various groups, including an American Bar Association subcommittee and several state bar associations, the Drafting Committee recommended numerous revisions to the Act. Those were adopted at the Charleston, South Carolina, Annual Meeting in 1993, and the Act was restyled as the Uniform Partnership Act (1993). Subsequently, a final round of changes was incorporated, and the Conference unanimously adopted the Uniform Partnership Act (1994) at its 1994 Annual Meeting in Chicago. The Revised Act was approved by the American Bar Association House of Delegates in August, 1994.

The Uniform Partnership Act (1994) ("Revised Act" or "RUPA") gives supremacy to the partnership agreement in almost all situations. The Revised Act is, therefore, largely a series of "default rules" that govern the relations among partners in situations they have not addressed in a partnership agreement. The primary focus of RUPA is the small, often informal, partnership. Larger partnerships generally have a partnership agreement addressing, and often modifying, many of the provisions of the partnership act.

The Revised Act enhances the entity treatment of partnerships to achieve simplicity for state law purposes, particularly in matters concerning title to partnership property. RUPA does not, however, relentlessly apply the entity approach. The aggregate approach is retained for some purposes, such as partners' joint and several liability.

The Drafting Committee spent significant effort on the rules governing partnership

EXHIBIT 6

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

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

DECLARATION OF FATHI YUSUF

I, Fathi Yusuf, pursuant to 28 U.S.C. §1746 and Super. Ct. R. 18, declare under the penalty of perjury, that:

1. Mohammad Hamed ("Hamed") and I agreed to carry on a supermarket business (the "Plaza Extra Stores") that eventually grew into three locations, including the first of three stores, Plaza Extra-East, which opened in April 1986. Plaza Extra-East was and is located in United Plaza Shopping Center owned by United Corporation ("United"), of which I am the principal shareholder. Under the business agreement between Hamed and me that I now describe as a partnership, profits would be divided 50-50 after deduction for rent owed to United, among other expenses. Under our business agreement, we also agreed that rent would accrue until such time as I decided that our business accounts should be reconciled. The reconciliation of business accounts would not only involve payment of accrued rent, but also advances that each of us had taken by withdrawing money from the store safe(s). Under our agreement, I was the person



Hamed v. Yusuf

Civil No. SX-12-CV-370

Page 2

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responsible for making all decisions regarding when the reconciliation would take place and hence when the rent would be paid. Hamed and I agreed at the outset that the rent would be calculated

at a rate of \$5.55 per square foot for what is referred to as Bay 1, the primary space comprising the

Plaza Extra-East store, which originally covered 33,750 square feet

2. Our decision to allow rent to accrue for some number of years before paying it was

intended to enable the business to retain capital needed to grow the business.

3. This method of allowing rent to accrue for a number of years before being paid was

important for the growth of the supermarket business for a number of reasons. First, at the time

of the formation of the business agreement, the initial store, Plaza Extra-East, in St. Croix, was

still in development. We thereafter made plans to open a second supermarket in St. Thomas (the

store now known as Plaza Extra-Tutu Park), and it opened in October 1993. Later, we made plans

to open a third grocery store in St. Croix (the store now known as Plaza Extra-West), and it opened

in 2000. Construction began in 1998 and finished in 2000. Keeping money in the business for

multi-year periods, rather than paying rent to United in monthly or even annual rent payments,

ensured that the business would have the capital to establish and grow the stores in very

challenging economic conditions.

4. For reasons discussed in more detail below, there has been only one reconciliation

of accounts since our business agreement was formed, and it occurred at the end of 1993. The rent

payment due from 1986 through December 31, 1993 was paid by means of a setoff on an account

that reflected credits and debits made between Hamed and me. Specifically, Hamed's one-half

portion of the rent was paid by means of a setoff against amounts I owed him by virtue of some

large withdrawals I had made in preceding years.

Hamed v. Yusuf Civil No. SX-12-CV-370 Page 3

- 5. In 1992, the Plaza Extra-East store burned down. As with all tenants in the United Shopping Plaza, the insurance policy on Bay 1 was paid to the property-owner, United. United decided to expand Bay 1 by purchasing an adjacent acre of land for \$250,000. I used \$100,000 of my personal funds and the balance was paid with insurance proceeds United received as the insured under a policy of insurance, which is required of all tenants of United Shopping Plaza. At that time, I agreed with Hamed, through his son, Waleed, to continue operating the Plaza Extra East supermarket in Bay 1 of United Shopping Plaza. I further agreed to keep the rent at the much lower-than market rate of \$5.55 per square foot for a ten-year period. Specifically, I told Hamed that we would keep that rate in place for the ten years following the date the rebuilt store opened for business.
- 6. The Plaza Extra-East store was reopened in May 1994. The Plaza Extra-Tutu Park store had just opened in October 1993. Around the time that the Plaza Extra-East store reopened, I was arranging a Scotiabank loan to United for approximately \$5,000,000 for the benefit of the partnership. The loan was guaranteed by my wife and me, and it was secured by our home on St. Croix and by United's shopping center in St. Croix. Because money was short, Hamed and I agreed not to have the rent withdrawn, and to simply continue to accrue rent until such time as I made a demand.
- 7. Some time in 2002 or 2003, I began discussions with Waleed Hamed regarding how the rent would be calculated for Plaza Extra-East after the expiration of the ten-year period during which the \$5.55/square foot rent formula was in place. During those discussions, we recognized, as before, that the prior rent was far below fair market value, and the decision was made to set the rent based on a percentage of sales formula using the yearly sales of Plaza Extra-Tutu Park. Total payments made to that store's landlord, Tutu Park, Ltd., for a given year were to

Hamed v. Yusuf Civil No. SX-12-CV-370 Page 10

multiplying the square feet actually occupied (6,250) by \$6.15 for 5 years, 2 months. The total due for Second Bay 8 Rent is \$198,593.75.

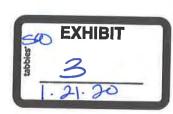
- 25. The total amount due for Bay 5 Rent, First Bay 8 Rent, and Second Bay 8 Rent is \$793,984.38.
- 26. The total outstanding, unpaid rent for all the space used by Plaza Extra-East from January 1, 1994 through August 30, 2014 is \$6,603,122.23, excluding the "disputed" increased rent from January 1, 2012 through the present. **Exhibit G** is a Chronology of Rents, which accurately reflects the history of the rents that were paid and remain unpaid.

Dated: August 12, 2014

Fathi Yusuf

EXHIBIT 7

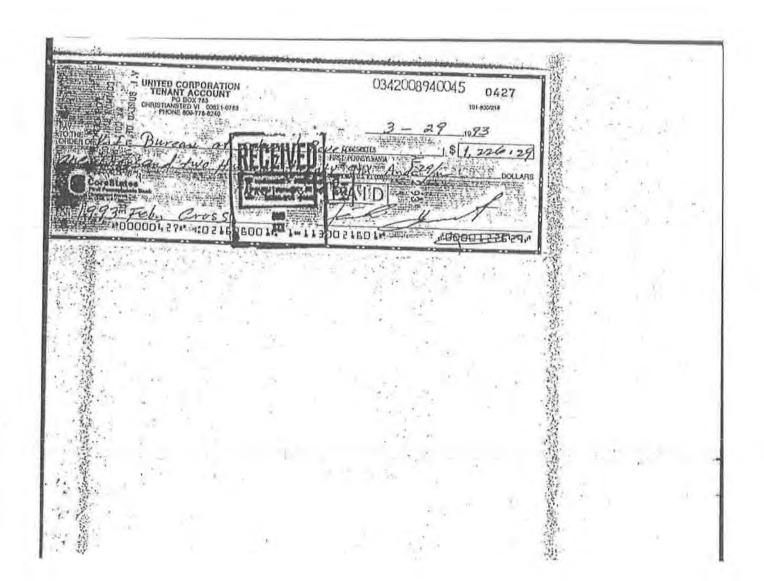
EXHIBIT F



Gross Receipts Paid by United Tenant Account - Owed By Partnership to United

Year	Month	Amount
1993		1226.29
1994	,,,,	647.39
1994		974.49
1994		978.29
1994		602
1994	,	1582.57
1994		1015.04
1994		1303.75
1994		1242.37
1994		1079.4
1994		1485.41
1994		1360.66
1995		1789.58
1995	1-Dec	1557.14
1996		1598.27
1996		1069.07
1996	1-Apr	1366.72
1996	1-May	1184.04
1996	1-Jun	1288.54
1996	1-Jul	1231.24
1996	1-Aug	1199.02
1996	1-Sep	1271.85
1996	1-Oct	1052.23
1996	1-Dec	1215.26
1999	30-May	1,161.38
1999	29-Jun	1285.42
1999	30-Jul	1395.83
1999	27-Aug	1605.26
1999	30-Sep	1470.76
1999	29-Dec	1224.04
2000	1-Jan	1569.18
2000	31-Jan	1637.16
2000	28-Feb	1,322.54
2000	28-Apr	1298.78
2000	30-Jun	970.58
2000	28-Jul	1344.36
2000	29-Aug	816.79
2000	30-Sep	1628.66
2000	30-Oct	1097.58
2000	29-Nov	1620.79
2000	26-Dec	1777.5
2001	30-Jan	1333.53
2001	28-Feb	815.04
2001	29-Mar	1370.89

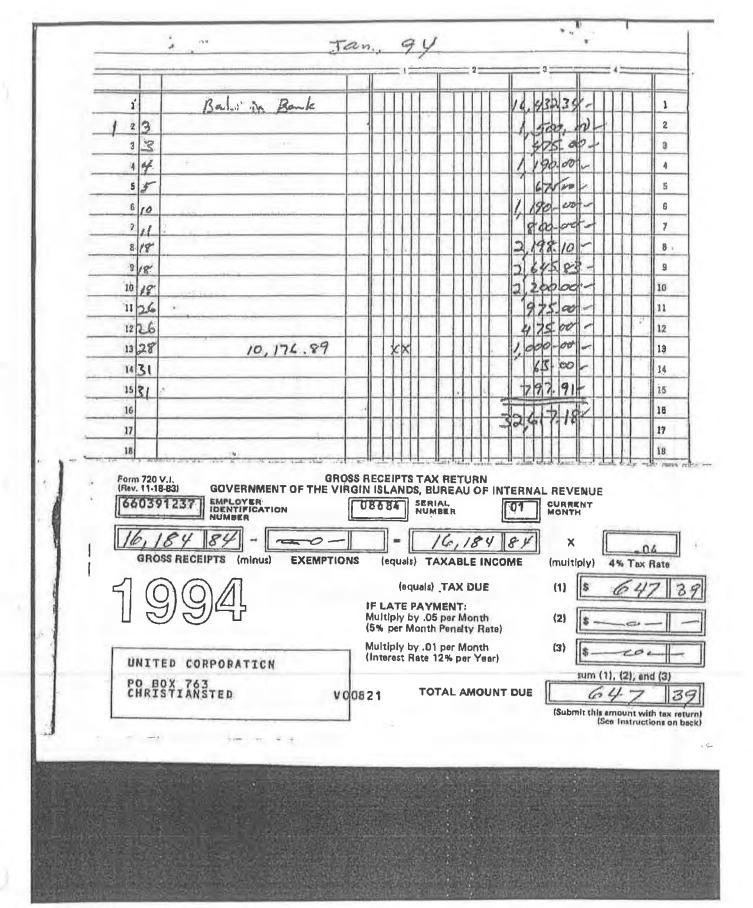
2001	26-Apr	1968.46
2001	30-May	925.85
2001	29-Jun	1402.45
2001	20-Aug	223.51
		60586.96

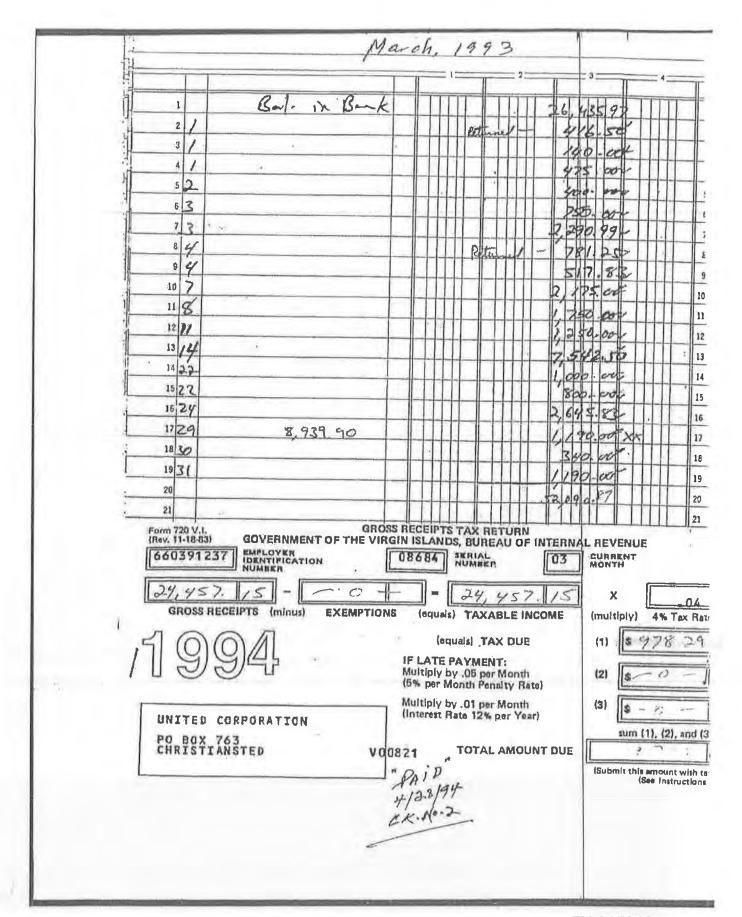


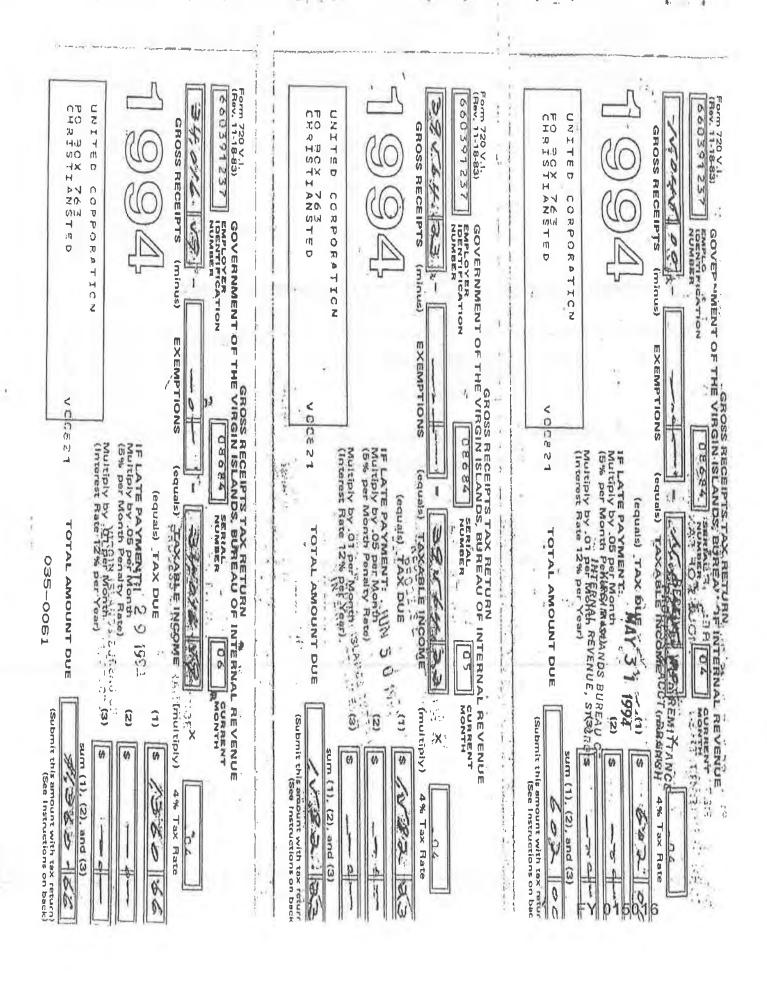
035-0060

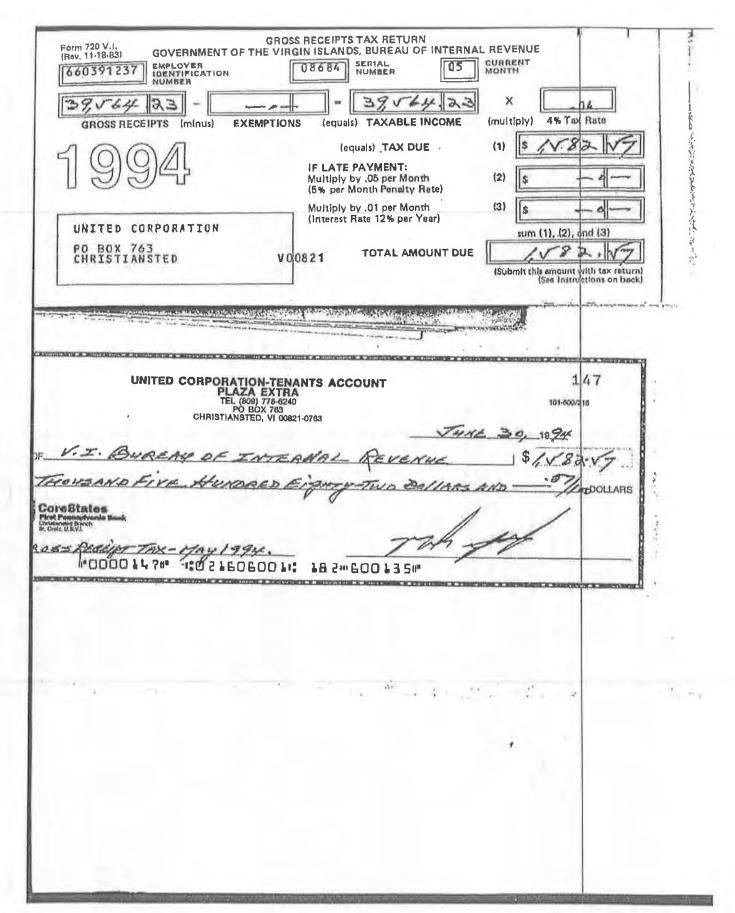
advisoring the

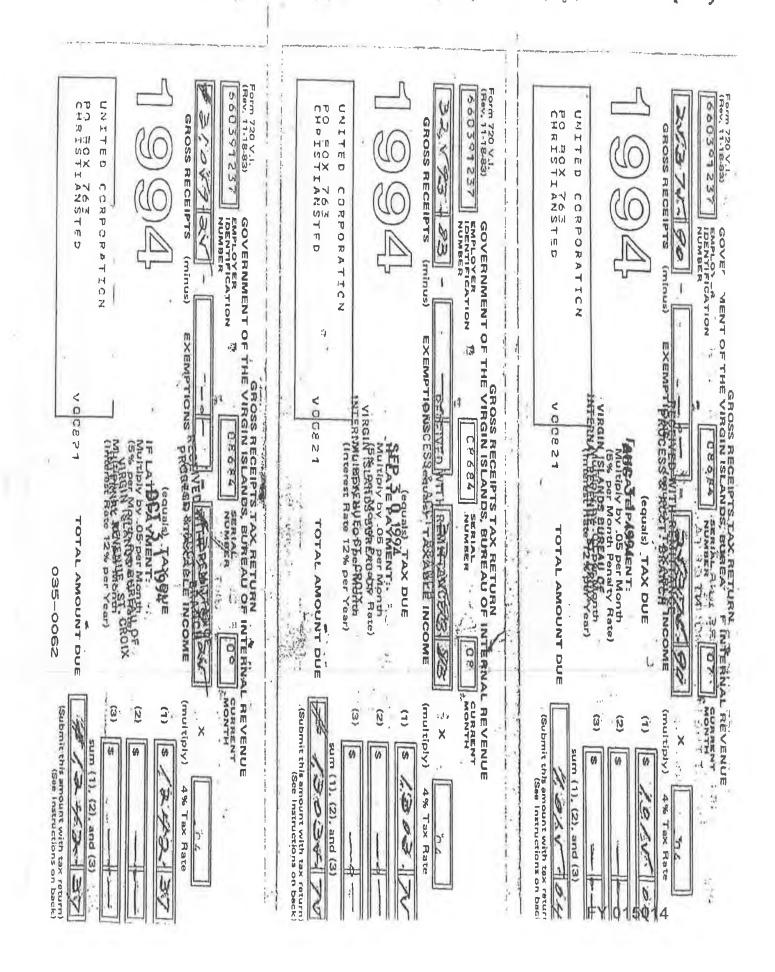
		END SHIP IN THE STATE OF THE STATE OF	***************************************	0665	
UNITER	CORPORATION ANT ACCOUNT		101-6	00/210	
Crimitti	O CORPORATION ANT ACCOUNT PO BOX 763 NYSTEO V. 00021-0763 DNE 809-776-6240		2 28 9	1	
		- 1 0	18 64	17.39	
FOF VIZ. K	bream of	Turens Kevi	nuc	DOLLARS	
X Handred	Fourty Save	Internal Reven		DOLLARS	
Physi Psyntaphronia Bank				1	
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C. C					
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the second second	GROSS RECEIPTS TAX RETURN	
600391237 EMPLOYER	THE VIRGIN ISLANDS, BUREA FINTERN	AL REVENUE
# 26,986 30 -	EMPTIONS (equals) TAXABLE INCOME	10
GROSS RECEIPTS (minus) EX	IF LATE PAYMENT: PAGE Multiply by .05 per Month (5% per Month Penalty Rate)	(1) \$ 2079 LO
UNITED CORPORATION PO BOX 763 CHRISTIANSTED	Multiply by 31 per Month (Interest Rate 12% per Year) VOC821 TOTAL AMOUNT DUE	sum (1), (2), and (3) ###################################
Form 720 V.I. (Rov. 11-18-83) GOVERNMENT OF T SOUS 91237 EMPLOYER IDENTIFICATION RUMBER NUMBER	GROSS RECEIPTS TAX RETURN HE VIRGIN ISLANDS, BUREAU OF INTERN US 054 SERIAL NUMBER	AL REVENUE
GROSS RECEIPTS (minus) EXE	MPTIONS (equals) TAXABLE INCOME PROCESS 4 (equals) TAX DUE	(1) 5/43/
UNITED CORPORATION	IF LATE PAYMENT: 3 DEC 3 Multiply by .05 per Month (5% per Month Penalty Rate) Multiply by .01 per Month 18 ISLAM (Interest Rate 12% pen Year) AL 257	ENUE, SILLERIA
PO EOX 763 CHRISTIANSTED	VCC821 TOTAL AMOUNT DUE	.(Submit this amount with tax return (See Instructions on back
Form 720 V.I. (Rev. 11-18-83) GOVERNMENT OF THE SEMPLOYER IN THE SEMPLOYE	GROSS RECEIPTS TAX RETURN HE VIRGIN ISLANDS, BUREAU OF INTERNAL USO84 SERIAL NUMBER 12	L REVENUE CURRENT MONTH
	PROCESS & ACCT BRANCHE	(multiply) 4% Tax Rate (1) \$ /789 \sqrt{3}
UNITED CORPORATION PO BOX 76% CHRISTIANSTED	Multiply by OLDENDER HEAU OF (Intersetted 12 12 PROPERTY CROIX INTERNAL REPORTS OF TOTAL AMOUNT DUE	(3) \$ sum (1), (2), and (3)
7-84 - 1 - 14 -6 1 - Ax	035-0063	(Submit this amount with tax raturn) (See Instructions on back)

File: \BEN\TENANT96\013196.WK3

Virgin Islands Community Bank Account #182-600135 AJE #2 N

Tenant Account

January 1996

Check #	G/L A	kcct. #	Disbursements	
565		5300	566.00*	Alfred Ferrol
566		6350	27.20*	Bob-A-Ru
567		1201	15,900,00*	Plaza Transfer
568		5300	669.58*	
569		0		Void
570		6690	# 00.00°	Larry Motta
571		6690		Larry Motte
572		5300	2,400.00	Rudy Caines
573		5300		Luis Laurencin
574		5300	226.05 *	Texaco Caribbean
575		1201	30.300.00*	Plaza Transfer
576		6690	303.75*	
577		6300	1,200.00	Rudy Calnes
678	4	5300	291.00 *	
579		5300	90,00 *	Alleger to a control of the control
580		6300	200.00*	and the second s
581		6690	307.66	Larry Motta
582		6150	146.89	STSJ Telephone
583		5300	60.00	Lonis Laurencin
584		5300	748.00	The Glass Shop
585		2200	1,557.14	Gross Receipts - Dec. 1995
586		5250	187.50	Bryant, White
0.00				•

56,105.77

AJE #2

February 1996

Check #	G/L Acct. #	Disbursements	
587	5300	1,500.00 *	Alfred Ferrol
588	6690	200.00 *	Robert Rivera
589	6690	300.00 *	Larry Motta
590	5300	2,700,00	Rudt Calnes
591	6250	1,054.02 *	WAPA
592	5300	611.10 *	
593	5300	114.00 *	Pan Am Dist.
594	6250	530.50 *	
595	6690	200.00 *	Robert Rivera
696	6690	311.05 *	Larry Motta
597	5400	38.25 *	St. Croix Avis
598	6150	y 97.92 *	VITELCO
599	5300	90.00 *	Enger Phillips
600	5300	807.31 *	Alfred Ferrol
601	6690	200.00 *	Robert Rivera
602	6690	316.45 *	Larry Motta
603	5300	75.00	Dad V. Onestop
604	5300	90,00 *	Ocean System
605	5300	700.00 *	James Estridge
606	6690	200.00 *	Robert Rivera
607	5300	165,00	Sunny Refridg.
608	6690	315,49 *	Larry Motta
609	6150	✓ 36,63 *	VITELCO
610	6710	∠ 1,000,00 *	Usra Yusuf
611	2200	1,598.27	V.I. B.I.R Gross Tax
612	6150	∠117.17	STSJ Telephone
613	0	Void *	Vold

13,368,16

File: \BEN\TENANT96\013196.WK3

Virgin Islands Community Bank Account #182-600135 **Tenant Account**

AJE #2

March 1996

Check #	G/L Acct.#	Disbursements	
614	6690	200.00 *	Roberto Rivera
61.5		3,000.00 *	Plaza Extra
616		257.00 *	Errol Lindsey
617		304.70 *	Larry Motta
618		34.98 *	
618		200,00 *	Roberto Rivera
620		46,50 *	Frederick Barry
621		300,00 *	Larry Motta
622		907.63 *	WAPA
623		220.46 *	WAPA
624		200.00 *	Roberto Rivera
625		180.00 *	Errol Lindsey
626		814,25 *	Larry Motta
627		1,200,00	Rudy Caines
626		√134.85	STSJ Telephone
629		218.60	Roof tops
630		200,00 *	
631		311,25 *	Larry Motta
63:		1,200,00	
63:		√ 33,15 *	
634		1,069.07	VIBIR - Gross Receipts - Feb 1996
		10,532.34	

G/L #1058

AJE #2

April 1996

Check #	G/L Acct. #	Disbursements	
635	6690	200.00 *	Roberto Rivera
636	6690	300.00 *	Larry Motta
637	5300	1,500.00 *	Rudt Calnes
638	5300	90,00 *	
639	5300	30.00 *	•
640	6250	962,02 *	
641	1201	6,000.00 *	
642	6690	160.00 *	
643	5300		Glidden Paint
644	6250	321.94 *	
645	6690	305.97 *	
646	5400	127.50	St. Croix Avis
647	5250	2,247,43 *	
648	5250	37.50 *	
649	1201	6.98 *	
650	5360	34,10 *	Ferst Office Supply
651	6690		Roberto Rivera
652	6690	301,70 *	Larry Motta
653	6760	2,400,00	Internal Revenue Service - F. Yusuf
654	6840	/ 500.00 *	V.I. Bureau of Internal Rev F.Yusuf
655	1201	5,000,00 *	Plaza Transfer
656	0	Void *	Vold
657	5300	1,003,33 *	Joe Greenway
658	6690	200.00 *	•
659	1201	2,000.00	Plaza Transfer
660	6690	302.95 *	Larry Motta
661	5300	2,800.00 *	Gregory Schuster
662	5300	6,234.00	Florida Welding
663	1201	8,000.00	Plaza Transfer
664	6150	√ 41.98	STSJ Global
665	5300	436.45	ABC Services
666	6690	200,00	Roberto Rivera
667	6690	300,00	Larry Motta
668	5300	1,800,00	Rudy Caines
669	6150	₹ 30.01 *	
670	6650	1,366.72	V.I. Bureau of Internal Revenue
Ţ	otal:	45,496.55	

45,496.55

May 1996

		Way 1990	
 heck #	G/L Acct. #	Disbursements	
671	4500	492.00 *	Crowley American
672	6710		Joseph Greenway
673	5300		Ocean Systems
674	6690		Roberto Rivera
675	6690		Larry Motta
676	6710	29,75	St. Croix
677	6250	1,109.09 *	
678	6250	383,56 *	
679	5300		Superior Block
680	6050		Caribe Do-It Center
681	6690	300.00 *	
682	6690		Robert Rivera
683	5300		Rudy Calnes
684	6150		Cellular One
685	6050	1,145.94 *	Caribe Do-It Center
686	6710		Shnama
687	1201	4,000.00	Plaza Extra - Transfer
688	6690		Robert Rivera
689	5300	263.00 *	
690	6690	304.40 *	
691	1201		Plaza Extra - Transfer
692	1201		Plaza Extra - Transfer
693	6050		Caribe Do-It Center
694	6710		Olson Williams
695	5300		Pet-Lock Electrical Supply
696	1201	3,500.00	
697	5300		Floor Specialists
698	5300		Glidden Paint Co.
699	6690		Larry Motta
700	6690		Robert Rivera
701	5300	306.15	Sonny's Refridgeration
702	6050	454,15 *	Caribe Do-It Center
703	5300	441.84 *	
704	0		Vold
705	0	Vold *	Void
706	6050	* 00.88	
707	5300	40.00	ABC Services
708	2200	1,184,04	VIBIR - Gross Receipts - April 1996
709	1201	5,500,00	Plaza Extra - Transfer
710	6050	599.00	Carlbe Do-It Center
711	5300	486,00	Gulf Coast Custom Kitchen
712	6690	200.00	Robert Rivera

47,323,00

072-2055

G/L #1058

AJE #2

		June 1996	
 Check #	G/L Acct. #	Disbursements	
713	6150	✓ 24.93 °	Vitelgo
714	6150	199.26 *	Global Telephone
715	6250	969.97 *	WAPA
716	6690	300.00 *	Larry Motta
717	5300	5,099.99 +	Scotlabank - Yusuf
718	5300	254.05 °	
719	1201	5,000.00 *	
720	6250	277.93 *	
721	6690	200.00	Roberto Rivera
722	5300	18.99 *	Plaza Extra
723	6690	300.00 *	Larry Motta
724	4500	290.00 *	Bates Trucking
725	1201	3,500.00 *	Plaza Transfer
726	6690	200.00 *	Roberto Rivera
727	1201	10,000.00 *	Plaza Transfer
728	6710		Laureach Francis
729	6690		Larry Motta
730	5300	1,900.00	Rudy Caines
731	5250	4.50 *	Bryant, White et al
732	5300	318.93 *	Plaza Transfer
733	6115	109.00 *	Caribe Do-It Center
734	6150	154.55	STSJ Global
735	6115	1,504,95 *	Caribe Do-It Center
736	6690	200,00 *	Roberto Rivera
737	6690	319.43 *	Larry Motta
738	6150	√ 40.30 •	Vitelco
739	5300	90.00 *	Ocean System
740	1201	6,000.00	Plaza Transfer
741	5300	336.00 *	V.I. Cement
742	1201	2,000.00	Plaza Transfer
743	2200	1,288.54	Gross Receipts
744	6690	200.00	Roberto Rivera
745	6690	310.62	Larry Motta
746	5300	1,600.00	Rudy Caines
	Fotal:	44,514.11	

G/L #1058

AJE #1

July 1996

			July 1950	
-	Check #	G/L Acct. #	Disbursements	
	747	6250	996.02 *	WAPA
	748	1201	1,000,00 *	Plaza Transfer
	749	5300	695.52 *	
	750	6710	200.00 *	
	751	1201	4,182.00 *	Plaza Transfer
	752	6690		Larry Motta
	753	5300	90.00 *	Ocean Systems
	754	0	Void *	
	755	6250	450,54 *	WAPA
	756	5300	4,500.00 *	Jeseph Greenway
	757	6710		Roberto Rivera
	758	6690	300.00 *	
	759	5300	1,900.00 *	•
	760	5400	231.00 *	St. Croix Avis
	761	5300	500.00 *	Jeseph Greenway
	762	6150	93,60 *	
	763	6710	200.00 *	
	764	6710	200.00 *	Roberto Rivera
	765	6150	√36.30 °	
	766	6690	300.00 *	
	767	5300	1,824.00 *	
	768	6690	315.20 *	Larry Motta
	769	6250	938.16 *	WAPA
	770	6650	1,231.24 *	Gross Receipts - June 1996
	771	1199	17,000.00 *	
			37,690.27	G/L #1058

G/L #1058

AJE #2

August 1996

C	heck #	G/L Acct. #	Disbursements	
	772	1201	10,000.00 *	Plaza Extra
	773	6710	200.00 *	Roberto Rivera
	774	5300	415,00	Joseph Greenway
	775	6690	319.40 *	Larry Motta
	776	5300	593.90 *	Sonny's A/C Services
	777	5300	90.00 +	Ocean Systems Lab
	778	6710	200.00 *	Roberto Rivera
	779	5300	1,900.00 *	Rudy Caines
	780	6690	300.00 *	Larry Motta
	781	6250	237.30 *	WAPA
	782	1201	3,500.00 *	Plaza Extra
	783	5300	825.00 *	Atlantic Elevator Sales
	784	5800	10.75 *	Postage
	785	6710	200.00 *	Roberto Rivera
	786	6250	13.49 *	WAPA
	787	6690	300.00 *	
	788	1201	4,300.00	Plaza Extra
	789	6710	200,00	Roberto Rivera
	790	6690	300.00 *	Larry Motta
	791	6150	V267.72	Telephone
	792	1201	12,000.00	Plaza Extra
	793	6650	1,199.02	Gross Receipts Tax
	794	6710	200.00	Roberto Rivera
	795	6150	32.44	Telephone
	796	6690	300.00	Larry Motta
	797	6250	393.82	WAPA
	798	5300	2,000,00	Rudy Caines

40,297.84

G/L #1058

AJE #2

September 1996

		-	Disbursements	G/L Acct. #	Check #	
	WAPA	ф	307.97	6250	799	
	Roberto Rivera	*	200.00	6710	800	
	Ocean Systems	*	90.00	5300	801	
	Rudy Caines		300,00	5300	802	
		*	300.00	6690	803	
	Roberto Rivera			6710	804	
	Larry Motta		303,42	6690	805	
				6150	806	
	Cruz Rivera	n¢:	111.60	6710	807	
to	Tropical Shipping - Ship Aut	+	4,086.62	2635	808	
	Plaza Extra		950.00	1201	809	
erials	STX Trading - Building Mate	F	320.00	5300	810	X)
	Roberto Rivera	*	200.00	6710	811	
	Larry Motta	1	300.00	6690	812	
	Telephone	+	38.30	6150	813	
ell	Brammer Chasen & O'Conne	10	225.00	5150	814	
	Roberto Rivera)	200.00	6710	815	
	Ocean Systems)	90,00	5300	816	
	Gar Services)	1,022.50	5300	817	
	Carib-Do-It-Center	}	549.19	6115	818	
	Larry Motta	}	300.00	6690	819	
	WAPA			6250	820	
1996	Gross Receipts Tax - Aug. 1		1,271.85	6650	821	
n	Larry Motta Roberto Rivera Larry Motta Telephone Cruz Rivera Tropical Shipping - Ship At Plaza Extra STX Trading - Building Ms Roberto Rivera Larry Motta Telephone Brammer Chasen & O'Com Roberto Rivera Ocean Systems Gar Services Carib-Do-It-Center Larry Motta WAPA	***	300.00 200.00 303.42 137.95 111.60 4,086.62 950.00 320.00 200.00 38.30 225.00 200.00 90.00 1,022.50 549.19	6690 6710 6690 6150 6710 2635 1201 5300 6710 6690 6150 5150 6710 5300 5300 6115 6690 6250	803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819	• • • • • • • • • • • • • • • • • • • •

11,903.58

G/L #1058

AJE #2

Check #	G/L Acct. #	October 1996 Disbursements	
000	1001	45 600 60 -	
822	1201		Plaza Transfer
823	6710		Roberto Rivera
824	6250	1,478.14 *	
825	6690		Larry Motta
826	5300	1,900.00 *	Rudy Caines
827	6710	200.00 *	Roberto Rivera
828	6690	300.00 *	Larry Motta
829	6710		Pedro Huggins
830	0	Void *	
831	5300	550.00 *	Sun Electric
832	6710	130.00 *	Pedro Huggins
833	6250		WAPA
834	6710	200.00 *	Roberto Rivera
83.5	6690		Larry Motta
836	5300	135.00 *	
837	6150	√ 84.83 *	
838	0	Vold *	
839	6710	200.00 *	
840	6710	55.00 *	
841	6690	326.75 *	90
842	6650	1,052.23	
843	6710	/ 25.00	Pedro Huggins
844	6150	V 208.93	STSJ Telephone
	0200	# 20017J	m - ha - Atabiraria

19,780.29

G/L #1058

AJE #2 November 1996

Check #	G/L Acct. #	Disbursements	
845	6710	200.00 *	Roberto Rivera
846	6710	320.56 *	Larry Motta
847	5300	32.50 *	Tropical Supply
848	6710	150.00 *	
849	5300	285.00 *	
850	6250	969.55 *	
851	6250	423.60 *	WAPA
852	2635		Estate Carlton Home Owners
853	2635	2,830.00 *	Estate Carlton Home Owners
854	6710		Roberto Rivera
855	6250	13.49 *	WAPA
856	5300	1,900.00 *	
857	6710	300.00 *	Larry Motta
858	6710		Roberto Rivera
859	6710		Larry Motta
860	6150	218.55	
861	6710		Norman Williams
862	5300	703.00 *	
863	6710	200.00 *	
864	6710	300.00 *	Larry Motta
865	5300	90.00	Ocean Systems
866	6710	200.00	Roberto Rivera
867	6150	40.00	Vitelco
868	6710	305.49	Larry Motta

13,361.74 | 1058

Page 3 of 3

Check #	G/L Acct. #	December 1996 Disbursements	
774		415.00	Joseph Greenway - 08/02/96
8 6 9 870			Plaza Extra VIBIR - Gross Recelpts
871		572.07 *	WAPA
872			Roberto Rivera
873 874		178.75	Sonny's Refridgeration Larry Motta
875		2,300.00 +	
876		1,148.86 +	WAPA
877			Perst Office Supplies
878 879			Roberto Rivera
880		13.49 *	Larry Motta WAPA
881		11.65 *	
882		156.00 *	
883 884		200.00 *	Roberto Rivera
885		300,00 * 300,00 *	Larry Motta James Estridge
886		200.00 *	STX Gas
887		432.00 *	
888		291.00	General Purpose Electric
889 890		200.00 90.00	Roberto Rivera Ocean Systems

(9,643.18)

FORM 720 V.I. EMPLOYIER IDENTIFICATION 660391237 SOCIAL SECURITY HUMBER	ROMBER (CIN)	HEVIRGIN ISLANDS, BUREA BROSS RECEIPT MONTHLY TAX RESURRENT MONTH		999
1.) Gross Recr 2.) (minus) EXI lottery con 3) Taxable Red 4) Tax Due 5) Pengity 6) Interest 7) (minus) Cre 8) (Total Amou	(If payment is late multiply line 4 dits: (refunds, prior payments	accrual) IDC, Fisherman, overse osmosis, etc) A or 4%) by the tax rate of .05 or 5% per month) by the tax rate of .01 or 1% por month) , or withhold amounts)	A SET	INDICATE FIRM TYPES I JESOLE PROPE I PARTICLESSUE A STORPOLATION DIVED WITH REMITTANION DEFSS & ACCT BRANCE
P.D. BO	SHOPPING PLAZA DX 763 C STED	10) Please indicate	76-6240 VI	RIGHN IS ANDS BUREAU OF ST. CRG.
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FORTH 720 V.I. " COVERNMENT OF THE VIRGIN ISLANDS, BUREAU OF INTERNAL DEVELOUE AS ACCUSATE OF THE VIRGIN ISLANDS, BUREAU OF INTERNAL DEVELOUE AS ACCUSATE OF THE VIRGIN ISLANDS AND THE	Released Granded
Berief 8 FOR INTERNAL USE ONLY OF LO A 1. Gross Receipt (choose either cash) or acorus! 1 2. (inhose) Birther from fac standard \$0,000, Francemen, street conventisions, effortable housing, reverse canonists, etc) 2. (inhose) Birther from fac standard \$0,000, Francemen, street conventisions, effortable housing, reverse canonists, etc) 2. (inhose) Birther from finite line 2 3. (inhose) Birther from finite line 2 4. Tax Due Multiply line 3 by the standard of .00 or 4%)	Lilarg
6) Penalty (If payment is late morthly less 4 by the tax rate of .00 or 8% per month) 6) Interest (If payment is late morthly live 4 by the tax rate of .00 or 6% per month) 7) (Inhous Credits (refunds, prince payments, or withheld emounts) 6) Penalt Amount Due (edd knee 4, 8, 6, minus kne 7) 7) Indicate principal business activity code:	. *
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PRINT NAME: Thorn to W LUFT TIME: Francish WY PROMOTES TO DATE: 6/50/99	
UNITED CORPORATION-TENANTS ACCOUNT UNITED SHOPPING PLAZA TEL (600) 778-0240 191-471/218	1940
CHRISTIANSTED. VI 00021-0763 PAY TO THE ONDER OF GOUT & V. I. Toker and Awaren Buren \$ 1285.4. Twelve Heurlid Righty firs and 42/110 DOLLARS 11	
FOR SOLE 178* COLLEGE 213: LOS PORTES	

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UNITED CORPORATION-TENANTS ACCOUNT UNITED SHOPPING PLAZA TEL (60) 778-6240 PO BOX 763 CHRISTIANSTED, V 1 00021-0763	617	. 1

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UNITED CORPORATION-TENANTS ACCOUNT	1674
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Form 720 V.I. GOVERNMENT OF THE ASSOCIATION	
FORM 720 V.I. GOVERNMENT OF THE VIRGIN ISLANDS, BUREAU OF INTERINAL REVENU	建筑网络设施 社会社会社会社
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Serial V (FOR INTERNAL USE ONLY) 00684	
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Millery commissions, affordable housing, reverse compets, etc.)	MORCATE FIRM TYPE
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Fore teen	FOUT OF V.I. Bureau of Jul. Den Hundred Sevenly and 15,00	DATE 9-30-99 CHARLE 19-30-99 DOLLARS TO
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20 V.I. GOVERNMENT OF THE WIRGIN ISLANDS, BUREAU OF INTERNAL REVENUE. SECHET STREET STANDARD	States promises one, affordable houseing, reverse comools, etc) States he Receipts (fine 1 minus line 2) Taxable Receipts (fine 1 minus line 3) Taxable Receipts (fine 1 minus line 2) Taxable Receipts (fine 1 minus line 3) Taxable Receipts	

Form 720 V.I.	OROS9 R	T MONTH NOV	OF INTERNAL REVENUE	39
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UNITED	CORPORATION-TENANT UNITED SHOPPING PLAZA TEL (809) 778-6240 PO BOX 763 CHRISTIANSTED, V I 00821-076			181;
Virgin Islands Carmentey Virgin Islands Carmen	UI Toternal Per	erue Bureau	DATE (2/29/9	DOLLARS ELECT
	Biem MORISOS71	34: 18 2 m 600 1	7 7	

January Rent Reconciliation

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United Shopping Plaza

January Rants

DEPOSITS

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47th st	781.25
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SUI	
LEI#8	675.00
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Gill	600.00
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14-Jan-l	00
Mid Island Men:	1,168.67
Ranger Am	700.00
Urbina	525.00
New Plaza Café	1,500.00
Garcia	729.00
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JP Sales	1,000,00	ĺ
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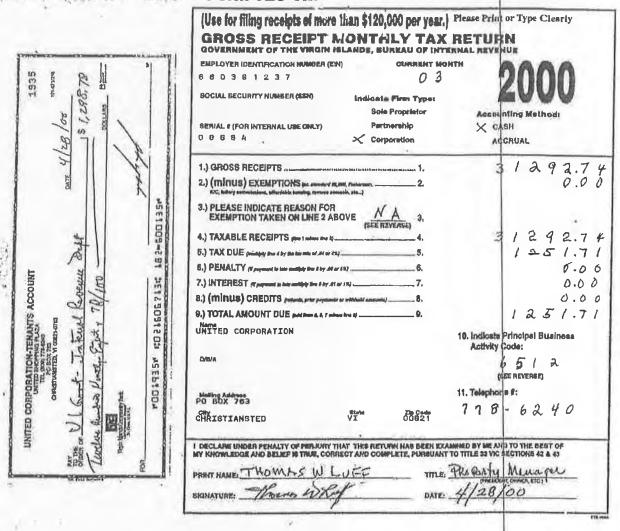
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			THE STATE OF THE STATE OF	No. 1 of South and Alberta			184
		ED CORPORA	TION-TENANT	'S ACCOUNT			184
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_	60391237	T MONTH SOLLING	LOOD DAX
7	Serial # (FOR INTERNAL USE ONLY) 08684	V /	- 00 C
200	1.) Gross Receipt (choose sither cash 🔲 or accrual		1.7)
200	 (minus) EXEMPTION (ex. standard \$5,000, IDC, Fish lattery commissions, affordable trousing, reverse of 	decrease, etc)	MENCATE FIRM TYPE:
Tage a	3) Taxable Receipts (line 1 minus line 2) 4) Tax Due (Multiply line 3 by the tax rate of .04 or 4%)	23,66	3/57 1: JEOLE MOR
8	5) Penalty (if payment is late multiply line 4 by the tax 6) Interest (if payment is late multiply line 4 by the tax	rate of 45 or 5% per month)	(K) CORPORATION
		rate of Si or 1% per month)	- Constitution
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EMPLOYER IDENTIFICATION NUMBER (EIN	CURRENT MON	TH AAAA
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	Sole Proprietor	Accounting Method:
SERIAL # (FOR INTERNAL USE ONLY) 0 8 6 8 4	Partnership Corporation	→ CASH ACCRUAL
1.) GROSS RECEIPTS		32 469.42
2.) (minus) EXEMPTIONS (ex. standard 85,0) IDC, lettery commissions, affordable housing, reverse osmo	20, Fishermen,2.	0.00
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4.) TAXABLE RECEIPTS (Hoo I minus Roo 2)	4.	32469.42
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and the same of the payment is recommended into 2 ph '01 or	1%)	1 (), () ()
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		10. Indicate Principal Business Activity Code:
D/B/A		65/2 (SEE REVERSE)
Mailing Address		11. Telephone #;
101 000 703	State Zip Code VI 00821	778-6240
City CSTED, ST. CROIX	VI 00821	
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UNITED CORPORATION-TENANTS ACCOUNT UNITED SHOPPING PLAZA TEL (809) 778-8240	1981
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UNITED CORPORATION-TENANTS ACCOUNT	2010
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TO THE ORDER OF Universel Ye	verue \$ 1344.36
Thirteen Hundred Forty-four and 36/100	DOLLARS G
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OR GROSS Recells - Leve	
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(Use for filing receipts of more to GROSS RECEIPT M. GOVERNMENT OF THE VIRGIN IS	ONTHLY TAX	Please Print or Type Clearly RETURN INAL REVENUE	
EMPLOYER IDENTIFICATION NUMBER (EIN) 66739 (237) SOCIAL SECURITY NUMBER (SSN) N/A SERIAL # (FOR INTERNAL USE ONLY)	CURRENT MONT O 7 Indicate Firm Type: Sole Proprietor Partnership Corporation	Accounting Method: CASH ACCRUAL	
1.) GROSS RECEIPTS	VE (SEE REVERSE) RECEIVED WITH PROCESS & STANDS INTERNAL REVEN Withheld straumis)	CCT. BRANCH 1 3 4 4.2 (A2010) 0.0	52
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UNITED CORPORATION-TENANTS ACCOUNT UNITED (809) 778-6240 FOR DATE S. 29 CD BOOK 763 CHRISTIANSTED, VI 00021-0763 PAY TO THE ORDER OF VI GOV. THE OLD READ TO ORD

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SOCIAL SECURITY NUMBER (SSN) A SERIAL # (FOR INTERNAL USE ONLY)	Indicate Firm Type: Sole Proprietor Partnership Corporation	Accounting Method: × CASH ACCRUAL
1.) GROSS RECEIPTS 2.) (minus) EXEMPTIONS (ex. standard 55,000 (IDC, lottery commissions, affordable housing, reverse osmosil 3.) PLEASE INDICATE REASON FOR EXEMPTION TAKEN ON LINE 2 ABO	0, Fishermen,	20419.6 0.0
4.) TAXABLE RECEIPTS (line 1 minus line 2)	(SEE REVERSE) 4. REFLIVED WITH	TH FEMILIANCE D 4 / 9.6 %
6.) PENALTY (If payment is late multiply line 5 by .05 or 5%. 7.) INTEREST (If payment is late multiply line 5 by .05 or 5%. 8.) (Minus) CREDITS (returds, prior payments or 9.) TOTAL AMOUNT DUE (add lines 5, 6, 7 minus it Name UNITE D CCR	Withheld amounts)	10. Indicate Principal Business Activity Code:
D/B/A UNITED SHOPPING PO BOX 763, 4C & D Si CHRISTIANSTED, VI	ON FARM	(SEE REVERSE) 11. Telephone #:
City	State Zip Code	7786240×29
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SCHOOL SECTION			
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AND DESCRIPTION OF REAL PROPERTY.		September 10.3 September 10.3 September 10.3	2
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	TEL (809) 778-6240		10.1-871/216 N
	CHRISTIANSTED, VI 00621-0763	0/20/	Y HANGE
		DATE 9/30/4	9
PAY	VIGOUT - INTERNAL BEN BURG	1/6	1/2011
PAY TO THE ORDER OF	V 1 9001 - IN EMEN DET BULLET	ar s	1628.66
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UNITED CORPORATION-TENANTS ACCOUNT UNITED SHOPPING PLAZA TEL (809) 776-8240 PO BOX 763 CHRISTIANSTED, VI 00521-0763 DATE	2048
Sixtery Hered W. Twenty Right and 66/100 -	101-871/216
PAY TO THE OF OF 150UT - Internal Box Burgar DATE Sex teen Here has Inverty Right and 65/100 - Williams Commander Burk Wingin Khank Commander Burk FOR Aug GRose Pount 11002060671311 18211600013511	9/30/02 101-871/218
PAY TO THE OF OF 150UT - Internal Box Burgar Sexteen Hern Law Property Right and 605/00 - WING Wingin Kangk Community Bank Control USV3. FOR Aug GRoss Soup 1002160671311 182060013511	9/30/00 1\$ 7,628,60 DOLLARS
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(Use for filing receipts of more t	han \$120,000 per year.)	Please Print or Ty	pe Clearly
GROSS RECEIPT M			*
EMPLOYER IDENTIFICATION NUMBER (EIN		тн . 🙈 🕯	AAA
660391287	08	7	MINT
SOCIAL SECURITY NUMBER (SSN)	Indicate Firm Type:		
	Sole Proprietor	Accounting	Method:
SERIAL # (FOR INTERNAL USE ONLY)	Partnership	∠ cash	
	Corporation	ACCRUA	L
1.) GROSS RECEIPTS	***************************************	40	716.49
2.) (minus) EXEMPTIONS (ax. attendard \$5,0 loc, lottery commissions, affordable housing, reverse cern	71 60 71 72 77 79		0.00
3.) PLEASE INDICATE REASON FOR EXEMPTION TAKEN ON LINE 2 AB	OVE (SEE REVERSE) 3.		N/A
4.) TAXABLE RECEIPTS (Nine 1 minus line 2)	4.	NCE 4 0	7 6.49
5.) TAX DUE (multiply line 4 by the tex rate of .04 or 4%, 6.) PENALTY (it payment is less multiply line 5 by .05 or	RECEIVED WITH REMIT IN	NCH /	7 1 6.49
6.) PENALTY (It payment to lete multiply fine 5 by .05 or	PROCESS & 6. 2000		0.00
7.) INTEREST (If payment is late multiply line 5 by .01	of 1%)		0.00
8.) (minus) CREDITS (refunds, prior payments	or withheld amounted HIGH-ISLABUS SUFFER,	ST. CROIX	0.00
8.) (minus) CREDITS (returneds, prior payments 9.) TOTAL AMOUNT DUE (asto those 5, 6, 7 min Name 1) () () () () () () () () () () () () ()	us the s) WIERRAL NEVE 9.	.1	628.66
Name UNITED 840	PPING, PLAZA	10. Indicate Princ Activity Code	The state of the s
D/B/A		6 SEE RI	1/2 EVERSE)
- W		11. Telephone #:	
Mething Address 763			6240
CHRISTIANSTED	State Zip Code VI 0082/	110	
I DECLARE UNDER PENALTY OF PERJURY T MY KNOWLEDGE AND BELIEF IS TRUE, COR	THAT THIS RETURN HAS BEEN EXA	MINED BY ME AND TO	THE BEST OF
		- 0	1000
PRINT NAME: THOWKS W. SIGNATURE: PROMPS W	TITLE:	PROPE VITO	NER, ETC.)
SIGNATURE: MOMPO W	DATE:	10/2/00	
	// /	'/	TOTAL STREET

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UNITED CORPORATION-TE UNITED SHOPPING TEL (809) 778-62 PO BOX 763 CHRISTIANSTED, VI ON TOTHE ORDER OF UT GOALT COMMENT OF UT G	ENANTS ACCOUNT PLAZA 240 0821-0763 Dulemal Reven y Seven and 58 Suplembra	1/100 - DATE	10/30/00	101-671/216 1, 097, 58 LARS BI
	: 23 X1 38	· 7	âd	

Form 720 V.I. (Use for filing receipts of more than \$120,000 per year.) Please Print or Type Clearly GROSS RECEIPT MONTHLY TAX RETURN GOVERNMENT OF THE VIRGIN ISLANDS, BUINEAU OF INTERNAL REVENUE EMPLOYER IDENTIFICATION NUMBER (EIN) CURRENT MONTH 6603912:7 SOCIAL SECURITY NUMBER (SSN) Indicate Firm Type: Sole Proprietor Accounting Parmership SERIAL # (FOR INTERNAL USE ONLY X CASH Computation ACCRUA 1.) GROSS RECEIPTS 1. 12.00 IDC, lottery commissions, attordable housing, reverse perpode, etc...) 3.) PLEASE INDICATE REASON FOR **EXEMPTION TAKEN ON LINE 2 ABOVE** (SEE PREVERSE) 4.) TAXABLE RECEIPTS (fine 1 minus tree 2)____ 5.) TAX DUE (multiply line 4 by the lax rate of .De or 4%)_ 6.) PENALTY (If payment is late multiply line if my as or 6%) 6. UPITED ICRA RECEIVED WITH REMITTANGEINDICATE Princ pal Bus ness PROCESS & ACCT, BRANCH Activity Code: D/B/A OCT 2 7 2000 (SEE REVERSE) UNITED SHOPPING PLAZA PO BOX 763, C & D SION FARM VIRGIN ISLANDS BUREAU OF CHRISTIANS ED, VI 00021 INTERNAL REVENUE C'STED, ST. OROIX elephone #: Mailing Address 776-414 Zio Code City I DECLARE UNDER PENALTY OF PERJURY THAT THIS HE FURN HAS BEEN EXAMINED BY ME AND TO THE BEST DE MY KNOWLEDGE AND BELIEF IS TRUE CORRECT AND (, ()MPLETE, PURSUANT TO TITLE 33 VIC SECTIONS 42 & 43 TITLE: PREPERTY |

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UNITED CORPORATION-TENANTS ACCOUNT UNITED SHOPPING PLAZA TEL (809) 778-6240 PO BOX 763	2108
PAY TO THE ORDER OF SOUT OF VI - 186	DATE 11/24/00 \$ 1,620.00
Soffeen Heydre Twenty and 700 -	DOLLARS (I)
OR Graces Becent Det 2000	man of

(Use for filing receipts of more than \$120,000 per year.) Please Print of	
GROSS RECEIPT MONTHLY TAX RETURI	NE CONTRACTOR
EMPLOYER IDENTIFICATION NUMBER (EIN) CURRENT MONTH	
SOCIAL SECURITY NUMBER (SSN) Indicate Firm Type: Sole Proprietor Account	LING Methods
SERIAL # (FOR INTERNAL USE ONLY) Partnership CAS	- 1000000000000000000000000000000000000
1.) GROSS RECEIPTS	051987
2.) (minus) EXEMPTIONS (ex. standard \$5,000, Fishermen,	0,519.87
3.) PLEASE INDICATE REASON FOR EXEMPTION TAKEN ON LINE 2 ABOVE (SEE REVERSE) 3.	N'/A
4.) TAXABLE RECEIPTS (line 1 minus line 2)	5 1 9.87
5.) TAX DUE (multiply line 4 by the lax rate of .04 or 4%) 5. 6.) PENALTY (II payment is late multiply line 5 by .05 or 5%) PROCESS & ACCT. SHANCH PROCESS & ACCT. SHANCH 7. INTEREST (II payment is late multiply line 5 by .01 or 1%)	1,6 20.19
of (minus) commune	0.
S) TOTAL AMOUNT DUE (add three 5, 5, 7 minus time 8) WITERHAL REVENUE C'STED, ST. CHOIX Name UN I T E D CORP HITERHAL REVENUE C'STED, ST. CHOIX	1628.79
10. Indicate P	rincipal Business ode:
OBOUTED SHOPPING PLAZA	- 5 / 2 E REVERSE)
Mailing Address 11. Telephone PO BOX 673 State 20 Sode 3 4: 0 3	
CHRISTIANSTED State UI OCBRI 3403	786240
I DECLARE UNDER PENALTY OF PERJURY THAT THIS RETURN HAS BEEN EXAMINED BY ME AND MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND COMPLETE, PURSUANT TO TITLE 33 VIC SI	TO THE BEST OF ECTIONS 42 & 43
PRINT NAME: THOMAS W LUFF TITLE: PROPORTY	MANAGER
SIGNATURE: Thomas Leff DATE: NOV 30	2000

		The second secon
	UNITED CORPCIRATION-TENANTS ACCOUNT	2137
COST	TE (809) 778-0240 PO BOX 763 CHFISTURISTED, VI 00821-0763	101-071/216
90	PAY DATE 12/8	26/00
THE STATE OF	ORDER OF VIGUIT Internal Revenue Bureau	1\$ 1,777.50
語	Seventeen hundred, Egyothy - Sever as 50/100	DOLLARS II
XIIII THE	VICE Virgin Edwards Community Barok	Property of the Property of th
1	FOR November Corners Recept TAX	
	"*002137" #021506713# 182M600135#	
Box.		CONTRACT CONTRACTOR CO
	SERIAL # (FOR INTERNAL USE ONLY) Partnership CASH Corporation ACCRUA	
1		
	1.) GROSS RECEIPTS	437.41
	2.) (minus) EXEMPTIONS (ex. standard 55,000, Flathermen,	0.00
	3.) PLEASE INDICATE REASON FOR EXEMPTION TAKEN ON LINE 2 ABOVE (SEE REVERSE) 3. 20/A	
-	4.) TAXABLE RECEIPTS (Here 1 minus line 2)	437.41
	5.) TAX DUE (multiply line 4 by the tax rate of .04 or 4%) 5. RECEIVED WITH REMITTANCE 6.) PENALTY (If payment is late multiply line 5 by .05 or 8%) 6.	777.50
	6.) PENALTY (If payment is late multiply line 5 by .05 or 8%)	0.06
	7.) INTEREST (If payment is late multiply lines by .01 or 1%)	0.00
A	8.) (minus) CREDITS (refunds, prior payments or withheld amounts)	0.00
4	7.) INTEREST (If payment is late multiply line 5 by .01 or 1%) 8.) (minus) CREDITS (returds, prior payments or withheld amounts) 9.) TOTAL AMOUNT DUE (add lines 5, 6, 7 minus line 6) Name	777.50
	10. Indicate Princ	pal Business
	Activity Code:	
	UNITED SHOPPING PLAZA PO BOX 763 4GA D BYNN FARM	/ERSE)
1	CHRISTIANSTED, VI 00821 11. Telephone #:	
-1	City State Zip Code 798-	6240x29
1		, χου,
1	DECLARE UNDER PENALTY OF PERJURY THAT THIS RETURN HAS BEEN EXAMINED BY ME AND TO	HE REST OF
1	MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND COMPLETE, PURSUANT TO TITLE 33 VIC SECT	
	PRINT NAME: THOMAS W LUFF TITLE: PROBOTTY	MAC
	SIGNATURE: Thompseld luft DATE: 12/26/	00
L	/ Y	

UNITED CORPORATION-TENANTS ACCOUNT UNITED SHOPPING PLAZA TEL (809) 778-8240	2166
PO BOX 763 CHRISTIANSTED, VI 00821-0763	101-571/216
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OR 660391237 6 los broget 12/2001 10021661 1:0216067131: 182116001	

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EMPLOYER IDENTIFICATION NUMBER (EIN)	CURRENT MON	тн 🧆 4	
660391237	12	20	
SOCIAL SECURITY NUMBER (SSN)	Indicate Firm Type:	Ain C	IVV
	Sole Proprietor	Accounting	and and
CERIAL 4/FOR MITERNAL LICE ONLY	Partnership	Accounting X CASH	method:
SERIAL # (FOR INTERNAL USE ONLY)	Corporation	100000000000000000000000000000000000000	
	Corporation	ACCRUA	
1.) GROSS RECEIPTS		33	338.78
2.) (minus) EXEMPTIONS (sx. stendard \$5,000, IDC, lottery commissions, atterdable housing, reverse camesis			0.00
3.) PLEASE INDICATE REASON FOR EXEMPTION TAKEN ON LINE 2 ABOV	E VA 3.		
4.) TAXABLE RECEIPTS (line 1 minus line 2)	4.	3 2	33 8.78
5.) TAX DUE (multiply line 4 by the lex rate of .04 or 4%)		1	217 12
		ı	72235
6.) PENALTY (If payment is tale multiply line \$ by .05 or 5%)	I.		0.00
7.) INTEREST (If payment is late multiply line 6 by .01 or 15			0.00
8.) (minus) CREDITS (réfundé, prior payments or v	withheld amounts)		20.00
9.) TOTAL AMOUNT DUE (add lines 5, 6, 7 minus lin	PROCESS & ACCT. B	PANCH	333.53
UNITED COOCH	JAN 3 0 201	01 10. Indicate Princ Activity Code:	pal Business
DIBIAUNITED SHOPPIN	C PLANGING ISLANDS BURN INTERNAL REVENUE C'STER	CAU OF CROIX 6 5/	2 VERSE)
Malling Address Pa Bax 76	3 State Zip Code	11. Telephone #:	40 x 29
En RISTAUSED	VI 08821	770	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
I DECLARE UNDER PENALTY OF PERJURY THA	T THIS RETURN HAS BEEN EXA	MINED BY ME AND TO	THE BEST OF
MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT	GI AND COMPLETE, PURSUANT	O TILE 33 VIC SECTI	0.1
PRINT NAME: THOMAS W.	TITLE:	TROP PRESIDENT DWG	PI AM COGK
SIGNATURE: Thomas IV &	DATE:	JAN 30	2001

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1913 HINNIN INBUISANT	
THOMASIC LUTE TURE TO DE ETY MITHALER	AAN TUIRS
EDGE AND BELIEF IS TRUE, CORRECT AND COMPLETE, PURSUANT TO TITLE 33 VIC SECTIONS 42 & 43	
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a Sculettiille Landwille	187
The state of the s	
UNITED CORPORATION-TENANTS ACCOUNT	1-671/216
UNITED CORPORATION - LINITED SHOPPING PLAZA LINITED SHOPPING PLAZA EL (609) 778-8240 EL (609) 778-8240 DATE 2 28/61	2006/
PO BOX 763 CHRIS IANSTED, VI 00821-0763	, OY
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Lingin Islands Community Bank.	erricht - perginight
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SECEIPTS (a) EXEMPTIONS (e.g. standerd \$5,000, Flatherment, second \$1,000 of \$1,000 o	C. (mini) (.c. 1000. 1000) (.c. 1
S RECEIPTS (See Reverse a month of the late of the la	1.) GROS 2.) (mini 3.) PLEA: EXEM 4.) TAXAI 6.) TAX D
(FOR INTERNAL USE ONLY) ACRINATION TAKEN ON LINE 2 ABOVE SE INDICATE REASON FOR SE INDICATE REASON	1.) GROS 2.) (mini 3.) PLEA: EXEM 4.) TAXAI 6.) TAX D
Sole Proprietor ACGNITERNAL USE ONLY) Partnership Corporation ACCHUA Corporation Corporati	SERIAL # (TI) GROS 2.) (mini) (2.) (mini) (3.) PLEA: MEXEM 4.) TAXAT (.6.)
FOR INTERNAL USE ONLY) Sole Proprietor Sole Proprietor Corporation	SOCIAL ST 1.) GROS 2.) (mini- 2.) PLEA: 3.) PLEA: 4.) TAXAI 4.) TAXAI
Scharty number (SSN) Sole Proprietor (FOR INTERNAL USE ONLY) Sello Proprietor A Corporation CASH COS INTERNAL USE ONLY) Sello Proprietor Sello Propr	SOCIAL ST SERIAL # (Mini- 2.) (Mini- 2.) (Mini- 2.) PLEA: 3.) PLEA: 4.) TAXAI
FECURITY NUMBER (554) SECURITY NUMBER (554) Tolicate Firm Type: Sole Proprietor Condition of minus fine 2 and 1 and	EMPLOYE SOCIAL SI SCIAL SI SCI
POOR INTERNAL USE ONLY) BLE RECEIPTS CUMPLY WINDS (SEA SIGNAL OF CASA) COTOCALITY (It payment is take ministral time fine 3) CITY (It payment is take ministral time fine 3) CITY (It payment is take ministral time fine 3) CITY (It payment is take ministral time fine 3) CITY (It payment is take ministral time fine 3) CITY (It payment is take ministral time fine 3) CITY (It payment is take ministral time fine 3) CITY (It payment is take ministral time fine 3) CITY (It payment is take ministral time fine 3) CITY (It payment is take ministral time fine 3) CITY (It payment is take ministral time fine 3) CITY (It payment is take ministral time fine 4) CITY (It payment is take ministral time fine 4) CITY (It payment is take ministral time fine 6) CITY (It payment is take ministral time fine 6) CITY (It payment is take ministral time fine 6) CITY (It payment is take ministral time fine 6) CITY (It payment is take ministral time fine 6) CITY (It payment is take ministral time fine 6) CITY (It payment is take ministral time fine 6) CITY (It payment is take ministral time fine 6) CITY (It payment is take ministral time fine 6) CITY (It payment is take ministral time fine 6) CITY (It payment is take ministral time fine 6) CITY (It payment is take ministral time fine 6) CITY (It payment is take ministral time fine 6) CITY (It payment is take ministral time fine 6) CITY (It payment is take ministral time fine 6) CITY (It payment is take ministral time fine 6) CITY (It payment is take fine fine fine fine fine 6) CITY (It payment is take fine fine fine 6) CITY (It payment is take fine fine fine fine fine fine fine fin	GOVERI SOCIAL SI SOCIAL SI 1.) GROS 2.) (MINI 3.) PLEAS 100. 1011 100. 1011 101. 1011 1011
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SOCIAL SECURITY NUMBER (SSN)	Indicate Firm Type:	LV	
	Sole Proprietor	Accounting Moti	nodi
SERIAL # (FOR INTERNAL USE ONLY)	Partnership	X CASH	
	Corporation	ACCRUA	
1.) GROSS RECEIPTS	1.	233	6 0 0
2.) (MINUS) EXEMPTIONS (ex. atendard \$5,000 IDC, lottery commissions, affordable housing, reverse exemps). Fishermen	3 7	69.0
3.) PLEASE INDICATE REASON FOR EXEMPTION TAKEN ON LINE 2 ABO	VE (SEE REVERSE) 3.		
I.) TAXABLE RECEIPTS (line 1 minus line 2)		233	690
.) TAX DUE (multiply flow 4 by the tax rate of .04 or 4%)	5	9	150
) PENALTY (If payment to lets multiply line 5 by .05 or 5%	RECEIVED V	PO SANCH	0.0
.) INTEREST (It payment to late multiply line 5 by .01 or t	_	2.0.001	0.0
.) (minus) CREDITS (refunds, piror payments or		2 8 2001	10.0
.) TOTAL AMOUNT DUE jude time 5, 6, 7 minus fo	VIRGIANO	TO UASAL	150
Name LLIF	INTERNAL REV	ENGC Cated, at. onor.	1 3.0.
		10. Indicate Principal B Activity Code:	usiness
DUANA, 1 1 = 1 B 11 1 1 2	47 1 12- 4 20	(SEE REVERSE)	. 3
Hailing Address		11. Telephone #:	-
10 10 X 7 14 - 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	State V / Zip Code	778-62	4 6
DECLARE UNDER PENALTY OF PERJURY THAT	T THIS RETURN HAS BEEN EXAM	WINED BY ME AND TO THE BE	ST OF
KNOWLEDGE AND BELIEF IS TRUE, CORRECT		· .	200
INT NAME: THOMAS W. L.	/ III blis	PRESIDENT OWNER ETC.	HALKER

UNITED O	ORPORATION-TENA	NTS ACCOUNT	PROCESS - Anna	19.000	2225
3100,520	UNITED SHOPPING PLAT TEL (809) 778-8240 PO BOX 763	ZA.	MAD 7 9 21	101	101-671/216
(allo	CHRISTIANSTED, VI 60821-		VIRGHT ISLANDS BUR WITERMAL REVENUE C'STÉ	D. ST. CROOK	=
TO THE ORDER OF	1 GOUT 2	itersed les	WITERNAL REVENUE OSTE	oc \$ 1,37	10,89
Thirteen	Hundred Soc	My 12 89	1000	DOLLARS	
Airgon Idanes Como	arity Burk				
St. Cross, U.S.	^	ls			
FOR ELLO	1 Gross Recek				

(Use for filing receipts of more the GROSS RECEIPT ME GOVERNMENT OF THE VIRGIN ISLE EMPLOYER IDENTIFICATION NUMBER (EIN) SOCIAL SECURITY NUMBER (SSN) SERIAL # (FOR INTERNAL USE ONLY)	Idil \$120,000 per year.) ONTHLY TAX ANDS, BUREAU OF INTEL GURRENT MON O 2 Indicate Firm Type: Sole Proprietor Partnership Corporation	RETURN RNAL REVENUE ITH Accounting CASH ACCRUA	0000 Mothadi
1.) GROSS RECEIPTS		34	272.17
2.) (Minus) EXEMPTIONS (ex. standard \$5,000, IDC, lottery commissions, attordable housing, reverse osmosis	Flatramen, securiorimizzationi, 24 gelou)		0.00
3.) PLEASE INDICATE REASON FOR EXEMPTION TAKEN ON LINE 2 ABOV	/E (SEE REVERSE) 3.		
4.) TAXABLE RECEIPTS (line 1 minus line 2)	at whole of a treatment stopped stage that the contract stage of the contract	34	272.17
5.) TAX DUE (multiply line 4 by the tax rate of .04 or 4%)			272.17370.89
6.) PENALTY (If payment to late multiply line 5 by .05 or 5%)		-	0.00
7.) INTEREST (If payment is lete multiply line 5 by .01 or 1%)		0.00
8.) (minus) CREDITS (refunds, prior payments or wi			0.00
9.) TOTAL AMOUNT DUE (edd lines 6, 6, 7 minus lines	9.	1 1	770.00
UNITED CO	PROCESS & ACCT. PRANT	VCE CHO. Indicate Princip Activity Code:	pal Business
NAMIDER Address	MAR 2 9 2001 NG PL AZA VIRGIN ISLANDS BUREAU OF INTERNAL REVENUE C'STED, ST. CO	65/ (SEE REVE 11. Telephone #:	2 ERSE)
CHRISTIANSTEP	State Zip Code V (0682/	77862	40
I DECLARE UNDER PENALTY OF PERJURY THAT MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT	THIS RETURN HAS BEEN EXAMI AND COMPLETE, PURSUANT TO	NED BY ME AND TO THE	E BEST OF
PRINT NAME: THOWAS W. SIGNATURE: Thousand Logar		REPERTY H	

720 V.I.

Government of the U.S. Virgin Islands BUREAU OF INTERNAL REVENUE

Gross Receipt Monthly Tax Return (Use for filing receipts of more than \$120,000 per year.)

Employer Identification Number (EIN)			
6 6 0 3 9 1 2 3 7	Please Print or Type Clearly	CURRENT MONTH	
Social Security Number (SSN#)	Indicate Firm Type:	The state of the s	
26 W.		Can to the day	1
Æ	Sole Proprietor	Accol.	Bill 1
SERIAL # (FOR INTERNAL USE ONLY)	Partnership	Accol. 12.2 ClCl. 100 Box 100	of the
0 8 5 8 4	Corporation	a. with	in 1
1.) GROSS RECEIPTS	Corporation J.	Se Secretary	
 (MINUS) EXEMPTION (ex. standard \$5,000, commissions, affordable housing, reverse osmosis 	Flsh	The street of th	BLIMIT
3.) PLEASE INDICATE REASON FOR EXEMPTION TAKEN ON LINE 2	DOS IN BY	13 Cotty Land of the state of t	Sec.
4.) TAXABLE RECEIPTS	10	of why	5
5.) TAX DUE (multiple)	01 9h 8m	THUO SON STREET 168.4	6
6.) PENALTY	001	0.0	6
7.) IND	1	. O. O	A
	A		
8 / / / /	190	0.0	
	100	1968.4	6
Pame 1 N I 9/1 80 61 10 02	11	1.00.1.0.1.0.1.0.1.0.1.0.1.0.1.0.1.0.1.	
N I	A CONTRACTOR OF THE PARTY OF TH	10.) Indicate Principal Business	
Sho I	The state of the s	Activity Code:	
IBIA 91	1	6512	
NITE'D STATE OF	PLAZA	(SEE REVERSE)	
1922		42 \ T-1h#	
ailing Address		12.) Telephone #:	,
O BOX 7 c	0.00	778 624	0
	State Zip Code V I 0082	·	
	0002		
I DECLARE UNDER PENALTY OF PERJURY TH KNOWLEDGE AND BELIEF IT IS TRUE, CORRE	AT THIS RETURN HAS BEE ECT AND COMPLETE, PUR!	EN EXAMINED BY ME AND TO THE BEST OF MY SUANT TO TITLE 33 VIC SECTIONS 42 & 43.	
Frim Hallies 1700 / No. 1701	-VFF	Title: ROPFOTTI MGR	3
Signature: Thomase La	11_	20/ 1-1	
Signature: Manual Ve	A	Dato: 4/30/0/	-

UNITED CORPORATION-TENANTS ACCOUNT UNITED SHOPPING PLAZA TEL (2001) 775 PULZZA	
CHRISTIANSTED, VI 00821-0763	2320
TO THE ORDER OF VI GOUT - TINTER OR	DATE 5/30/0/
Wine Hundred Tworty fire and 85/100 -	DATE 5/30/0(12 BUR \$925,85
St. Coop. U.S.V.Z.	DOLLARS BEE
POR S COSS Reciepts	
#12 E I O 2 # 1 E I 7 2 0 2 I 5 0 1 1 1 1 2 E E O O I 3 E I	777

Government of the U.S. Virgin Islands BUREAU OF INTERNAL REVENUE Gross Receipt Monthly Tax (Use for filing receipts of more than \$120,000

THE TOTAL	(Use for ming receipts a	of more than \$120,000 per	/ear.)
Employer Identification Number (EIN) 6665391237	Please Print or	CURRENT MONTH	
Social Security Number (SSN#)	Type Clearly	() 4	000
	Indicate Firm Type: Sole Proprietor	Accounting Method:	200
SERIAL # (FOR INTERNAL USE ONLY)	Partnership	X CASH	
08684	Corporation	ACCRUAL	
1.) GRØSS RECEIPTS	1	. 23	146.21
2.) (MINUS) EXEMPTION (ex. standard \$5,000 commissions, affordable housing, reverse osmos	D. Fishermen, IDC, lottery		0.00
PLEASE INDICATE REASON FOR EXEMPTION TAKEN ON LINE 2 ABOV		k.	1/1
4.) TAXABLE RECEIPTS (line 1 minus line 2).		3	146.21
5.) TAX DUE (multiply line 4 by the tax rate of .04	or 4%)	Man Maria	925.85
6.) PENALTY (if payment is late multiply line 5 by	.05 or 5%)	A 30 2001	0.00
7.) INTEREST (If payment is late multiply line 5 by	01 or 4%	Al Control of the	0.00
8.) (minus) CREDITS (refunds, prior payments of		Men le vine co	•
G) TOTAL ARACHNET DUE	r Wilhheld amounts) grangers &	WAL RE.	0.00
9.) TOTAL AMOUNT DUE (edd line 5, 6, 7 min			925.85
Name (TE) CORPORAT	100	10.) Indicate Principa Activity Gode	
D/R/A		6512	
UNITED SHOPPING	5 PLAZA	(SEE REVERSE)	1
Malling Address		12.) Telephone #:	
120 BOX 763		340 778	6240
CHRISTIAKSTED	State Zip Code V1 008d/	370 110	Col # C
I DECLARE UNDER PENALTY OF PERJURY TH KNOWLEDGE AND BELIEF IT IS TRUE, CORRE	IAT THIS RETURN HAS BEEN	EXAMINED BY ME AND TO T	HE BEST OF LIV
	OF AIRD COMPLETE, FURSU	ANT TO TITLE 33 VIC SECTIO	NS 42 8: 43.
	-	Title: Thursday	MARIAGRE
Signature: My Cheeff		Dato: 5/10	101
**		./-	/

Employer Identification Number (EIN)		-/-	onthly Tax	75.07
5 5 0 3 9 1 2 3 7	Please / Type	100	PRENT MONTH	
Social Security Number (SSN#)	find!	855 S.	5	200
	1	10/10	^` ®	1
SERIAL # (FOR INTERNAL USE ONLY) 3 8 6 8 4	1	13/ 50	37	1
	3	10/2	4 /	1
1.) GROSS RECEIPTS	.4	1///	. /	186.
	W.	101	.\//	100.
(MINUS) EXEMPTION (ex. stande commissions, affordable housing, reve		119	1	0.
3.) PLEASE INDICATE REASO' EXEMPTION TAKEN ON I	RESERVED VIII	BHANCH	A S	MA.
4.) TAXABLE RECEIPTS	PROMESS	29 2001	3.	5186.
4.) TAXABLE RECEIPTS 5.) TAX DUE (multiply the	REPOLITED AND PROPERTY OF THE	A L	Parkix:	1407.
6.) PENALTY (If pays)	VIRGIA	BENEAUTE COLLEGE	7	0.
7.) INTEREST (I)	MIEHNAL	21		0.
8.) (minus) CF	13/	151		0.
9.) TOTAL	1	9.		1 407.
Name U N S S S S S S S S S S S S S S S S S S	13	9.	10.) Indicate Pri	ncinal Business
Name U N Service of Se	5/3	1	Activity	
D/F \$ \$ 3 3	DF 3 8		65) ~
1 / Anh	5/27 A	Z A	(SEE RE	VERSE)
Via.	SE A		12.) Telephone	4
P O STEEL OF THE S	P		7786	240
CHRIS	T T	Zip Code 00821		
I DECLARE UNDER PENALTY C			AMINED BY ME AND	

To From VI Bureau of Internal Revenue Thomas W. Luff, Property Manager Me Logh D. Finley

8/16/01

United Shopping Plaza

EIN 660 391 237

Following our review today of January and March Gross Receipts returns, I submit the following changes:

Jan-01 Income Tex @ 4% Form 720 23,369.00 934.76 815.04 Tax Pald 119.72 Diff 156.22 Per IRB

Mar-01

Tax @ 4% Income Form 720 50,573.75 2,022.95 Tax Due 1,968.46 Tax Pald Diff 54.49 Diff 67.29 Per IRB

\$ 223.51 Total Owed per IRB Check enclosed

in the future all Gross receipts will be paid by our St. Thomes office.

Respectfully submitted,

Thomas W. Luff, Property Meryago United Shopping Plaza

2423

101-671/216

UNITED CORPORATION-TENANTS ACCOUNT
UNITED SHOPPING PLAZA
TEL (809) 778-8240
PO BOX 783
CHRISTIANSTED, VI 00821-0763

DOLLARS

10216067131

18 20 600 1350

FY 014991

EXHIBIT 8

GROSS RECEIPTS PAID FROM UNITED TENANT ACCOUNT AND OWED BY PARTNERSHIP TO UNITED (ADDITONAL DETAIL FOR 1996 PAYMENTS SHOWN ON EXHIBIT 7)

YEAR	MONTH COVERED BY PAYMENT	DATE CHECK PROCESSED BY VI BIR	AMOUNT
1996	January	March 6	1598.27
1996	February	April 8	1069.07
1996	March	May 6	1366.72
1996	April	June 6	1184.04
1996	May	July 11	1288.54
1996	June	August 5	1231.24
1996	July	September 5	1199.02
1996	August	October 3	1271.85
1996	September	November 14	1052.23
1996	October	December 6	1215.26

R:\DOCS\6254\1\MISC\30R1174.DOCX

VIRGIN ISLANDS OMMUNITY BANK

"We Are Community"

12-13 Kings St P.O. Box 460 Christiansted. St. Croix, USVI 00821-0460 (809) 772-0050

(809) 773-0440

5 Strand St Fredriksted St. Croix, USVI 00840

MEMBER F.D.I.C. STATEMENT DATE 03/31/96

0182600135

ACCOUNT NO.

CYCLE-03:

UNITED CORP TENANT ACCOUNT PO BOX 763 CHRISTIANSTED VI 00821

*** CHECKING *** BUSINESS CHECKING ACCOUNT NUMBER 0182600135 TAX ID NUMBER 66-0391237 ACCOUNT NUMBER #0182600135 TAX ID NUMBER
PREVIOUS STATEMENT BALANCE AS OF #02/29/96

PLUS 24 DEPOSITS AND OTHER CREDITS

LESS 24 CHECKS AND OTHER DEBITS

LESS CYCLE SERVICE CHARGE

SURRENT STATEMENT BALANCE AS OF #03/31/96

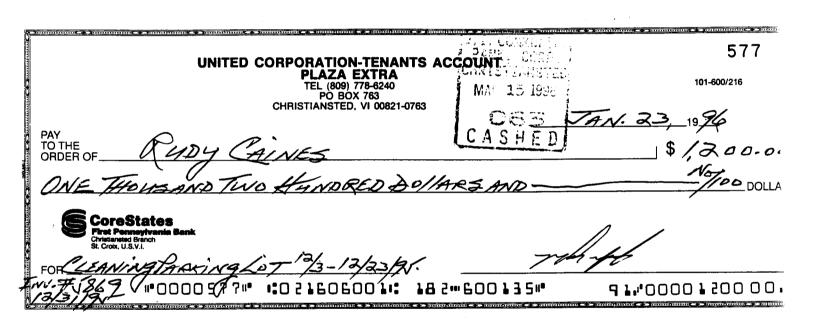
JUMBER OF DAYS IN THIS STATEMENT PERIOD 31 110,246.90 34,425.02 15,183.86 7.50 129,480.56

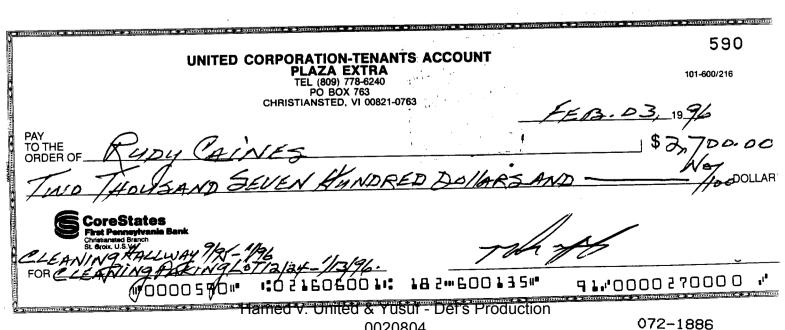
*** CHECK TRANSACTIONS *** SERIAL 619 620 621 622 623 **AMOUNT** SERIAL 572 577* DATE 03/13 03/15 DATE AMOUNT 03/13 03/13 03/14 200.00 46.50 2,400.00 1,200.00 300.00 03/15 03/18 2,700.00 590* 907.63 03/14 603* 75.00 03/17 03/20 03/20 03/20 03/19 220.46 83/81 165.00 <u> 607</u>* 200.00 624 625 1,598.27 611* 03/06 180.00 117.17 03/13 612 314.25 218.50 626 03/06 200.00 614* 03/27 03/27 03/28 629* 630 615 03/08 3,000.00 200.00 257.00 03/19 616 617 311.25 631 03/07 304.70 03/25 33.15 633* 34.98 03/08 618

*** CHECKING ACCOUNT TRANSACTIONS *** CREDITS DEBITS DATE DESCRIPTION 600.00 33/01 DEPOSIT 2,600.00 DEPOSIT 33/01 475.00 675.00 03/06 DEPOSIT 33/06 DEPOSIT 2,187.50 33/06 DEPOSIT 950.00 DEPOSIT 33/08 1,500.00 33/08 DEPOSIT 1,562.50 03/08 DEPOSIT 2,500.00 DEPOSIT 33/08 2,187.50 DEPOSIT 33/11 1,166.67 275.00 DEPOSIT 33/13)3/15)3/18 DEPOSIT 781.25 DEPOSIT 800.00 3/19 DEPOSIT 1,250.00 13/19 DEPOSIT 100.00 782.50 13/20 13/20 13/20 DEPOSIT DEPOSIT 800.00 DEPOSIT 1,250.00 13/20 13/22 13/28 DEPOSIT 800.00 DEPOSIT 257.10 DEPOSIT 625.00 ð3/29 DEPOSIT 2,700.00 13/29 DEPOSIT DEPOSIT 7.50 33/31 CYCLE SERVICE CHARGE

** BALANCE BY DATE *** /29 110,246.90 03/ 114,516.43 117,376.82 118,268.86 03/07 03/01 113,281.90 03/06 114,821.13 03/11 120,181.45 03/13 118,584.45 03/18 114,458.07 03/19 115,716.36 Hamed V. United & Yusuf - Def's Production 114,821.13 :/29** :/08 03/14 03/20 117,993.95 113,751.82 715

572 UNITED CORPORATION-TENANTS ACCOUNT PLAZA EXTRA TEL (809) 778-6240 PO BOX 763 101-600/216 CHRISTIANSTED, VI 00821-0763 JAN. 13, PAY TO THE 174 CAINES ORDER OF **CoreStates** 18 2 ... 600 135 !!





."0000 2**4**0000."

UNITED C

DRATION-TENANTS ACCOUNT

PLAZA EXTRA TEL (809) 778-6240

101-600/216

PO BOX 763 CHRISTIANSTED, VI 00821-0763 PAY TO THE

DOLLARS

607

101-600/216

CoreStates

FOR TLASS DOORS LOCKS. INV. 042

18 2 -- 600 135 ||* #D 2 1 E O E O O 1 #

"·OOOOO ? 500°

UNITED CORPORATION-TENANTS ACCOUNT PLAZA EXTRA
TEL (809) 778-6240
PO BOX 763
CHRISTIANSTED, VI 00821-0763

200LLARS

18 2 600 135

UNITED CORPORATION-TENANTS ACCOUNT

PLAZA EXTRA TEL (809) 778-6240 PO BOX 763 CHRISTIANSTED, VI 00821-0763 0342006445073

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101-600/216

BRUMRY 29, 1994

INTERNAL REVENUE - VO

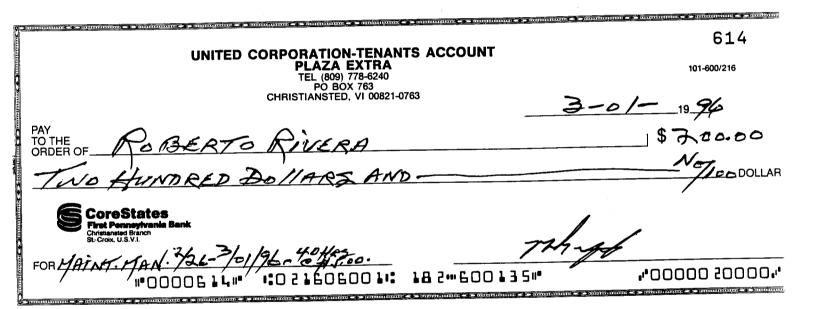


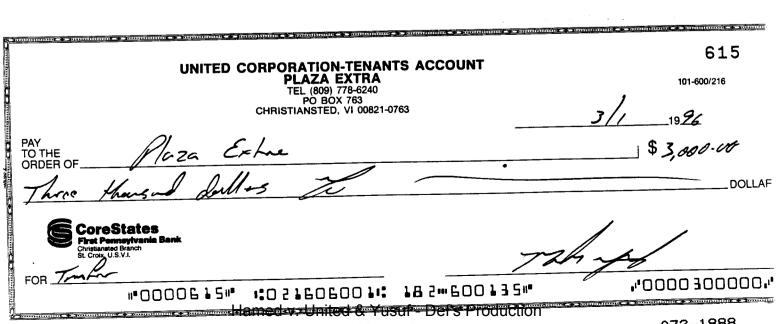
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612 ... PORATION-TENANTS ACCOUNT UNITED PLAZA EXTRA TEL (809) 778-6240 PO BOX 763 101-600/216 CHRISTIANSTED, VI 00821-0763 FEB. 29, 1996 PAY - MINBALTELE-COMMUNICATIONS DIE HUNDRED SEVENTEEN DOLLARS CoreStates
First Pennsylvania Bank
Christiansted Branch
St. Croix, U.S.V.I. .0000011717. 18 20600 135#





UNITED CORPORATION-TENANTS ACCOUNT PLAZA EXTRA

PLAZA EXTRA
TEL (809) 778-6240
PO BOX 763
CHRISTIANSTED, VI 00821-0763

101-600/216

PAY TO THE ORDER OF_

ERROL LINDSAY

1\$ 2V 7.00

TWO HUNDRED FIFTY-SEVEN DOLLARS AND

No DOLLAF



FOR INSTALL NEW PLAP + PARTS.

NV.#89/46 "0000616" 10216060011:

18 2 - 600 135 -

95 "00000 25 700" 2 P

UNITED CORPORATION-TENANTS ACCOUNT

PLAZA EXTRA

TEL (809) 788-6240
PO BOX 783
CHRISTIANSTED, VI 00821-0763

PAY
TO THE
ORDER OF
ORDER OF

Corestates

First Pennsylvania Bank
Christianistic Grach
Si Core (SN)
FOR SALARY 126-3/03/9/4-Door Hings

(1000000 30 4 70 in)

072-1889

UNITED CORPORATION-TENANTS ACCOUNT

PLAZA EXTRA
TEL (809) 778-6240
PO BOX 763
CHRISTIANSTED, VI 00821-0763

618

101-600/216

PAY TO THE ORDER OF FLAZA EXTRA SUPERMARKET \$ 3

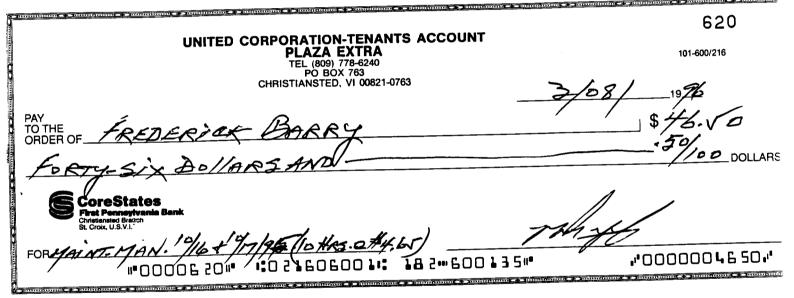
CoreStates
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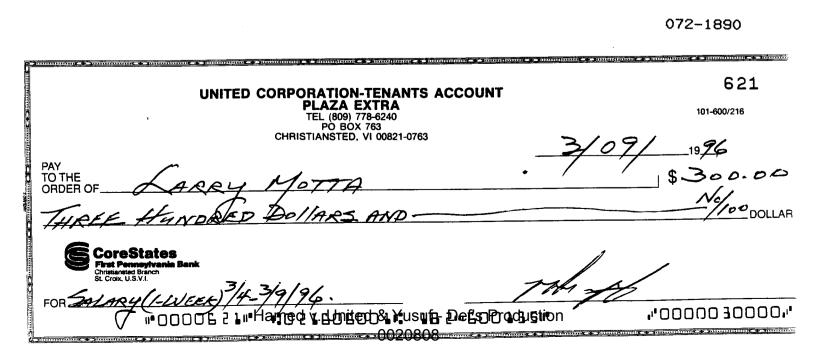
Hamed v. United & Yusuf - Def's Production

FOR DOOR LORKS FOR SUITE NO. 10020807

,:0000003498.i

UNITED CORPORATION-TENANTS ACCOUNT PLAZA EXTRA TEL (809) 778-6240 PO BOX 763 CHRISTIANSTED. VI 00821-0763 PAY TO THE ORDER OF O





622 UNITED CUMPORATION-TENANTS ACCOUNT PLAZA EXTRA TEL (809) 778-6240 101-600/216 PO BOX 763 CHRISTIANSTED, VI 00821-0763 TO THE ORDER OF V. I. WATER + POWER AUTHORI E HUNDRED SEVEN DOLLAR **CoreStates** 344 Ac#3/623-30384. 9/00 "·E 37 OP 000000"· 18 2 5 600 135 6 623 UNITED CORPORATION-TENANTS ACCOUNT PLAZA EXTRA
TEL (809) 778-6240
PO BOX 763
CHRISTIANSTED, VI 00821-0763 101-600/216 TO THE ORDER OF V. I. WATER & POWER AUTHORITY CoreStates
First Pennsylvania Bani
Christiansted Branch 1000000 5 50 7 PM 95 072-1891 624 UNITED CORPORATION-TENANTS ACCOUNT PLAZA EXTRA TEL (809) 778-6240 101-600/216 PO BOX 763 CHRISTIANSTED, VI 00821-0763 MARCHIVI 1996 TO THE ORDER OF ROBERTO RIVERA /OD DOLLARS TWO HUNDRED BOLLARS AND

Hamed v. United & Yusuf - Def's Production 0020809

31. 31. das her stroop

CoreStates

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625 UNITED CORPORATION-TENANTS ACCOUNT PLAZA EXTRA 101-600/216 TEL (809) 778-6240 PO BOX 763 CHRISTIANSTED, VI 00821-0763 OO_DOLLARS FOR + TOILETS + WATERLINE REPAIRED. ,,00000 18000". 18 2 ... 600 135 !! 626 **UNITED CORPORATION-TENANTS ACCOUNT** PLAZA EXTRA
TEL (809) 778-6240
PO BOX 763
CHRISTIANSTED, VI 00821-0763 101-600/216 ARRH 16, 1996 \$ 3/4.25 DOLLARS **CoreStates** FOR SALARY 3/11-11/91 + Maint MATERIALS. 18 2 = 600 135 = #00000314 2 5 P 072-1892 629 **UNITED CORPORATION-TENANTS ACCOUNT** PLAZA EXTRA TEL (809) 778-6240 PO BOX 763 CHRISTIANSTED, VI 00821-0763 101-600/216 MARCH 19, 1996 PAY \$ 218-50 DOLLAR **CoreStates** FOR 2-ROOF POATIN Hamed V. United & Yusult Bers Production ...00000 218 50...

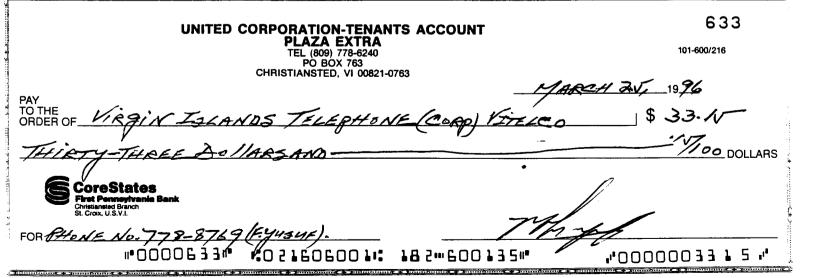
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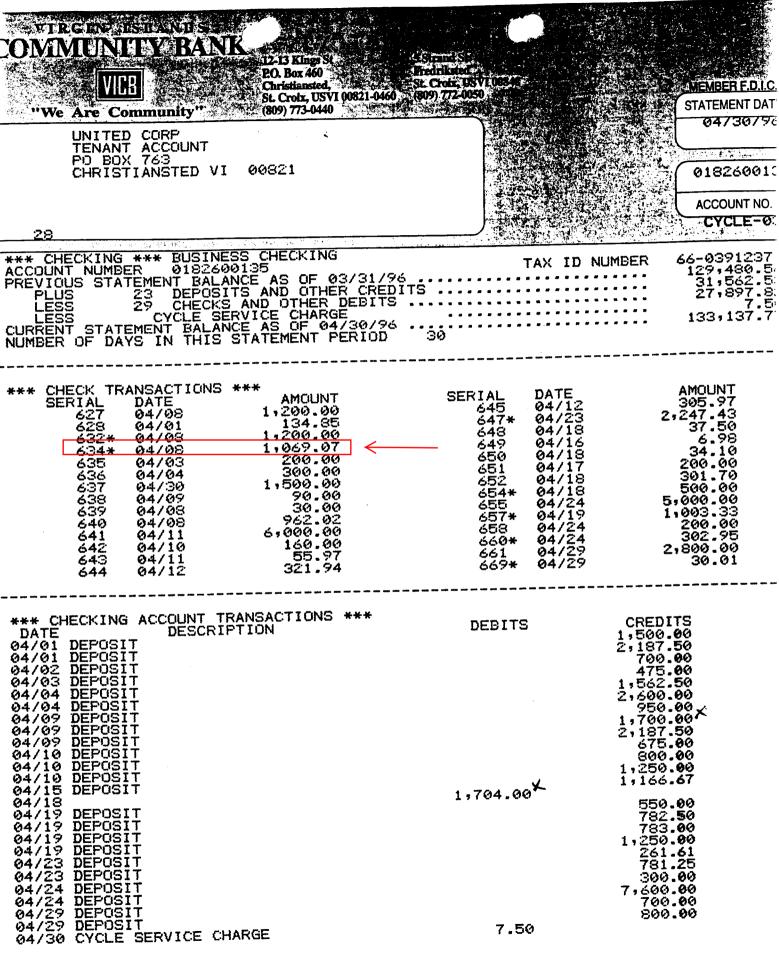
UNITED

PORATION-TENANTS ACCOUNT PLAZA EXTRA

630

PLAZA EXTRA TEL (809) 778-6240 PO BOX 763 CHRISTIANSTED, VI 00821-0763	101-600/216
1	\$ 200,00
CoreStates First Pernsylvania Bank Christiansted Branch St. Croix, U.S.V.I.	De DOLLARS
FORMAINT-MAN (3/18-23/94)404189-24-00. "0000630" 1:021606001: 182-600135"	' ₁ ,00000 50000' ₁
UNITED CORPORATION-TENANTS ACCOUNT PLAZA EXTRA TEL (809) 778-6240 PO BOX 763 CHRISTIANSTED, VI 00821-0763	631
PLAZA EXTRA TEL (809) 778-6240 PO BOX 763 CHRISTIANSTED, VI 00821-0763	101-600/216 4 33, 1994 \$ 3//-2V
PLAZA EXTRA TEL (809) 778-6240 PO BOX 763 CHRISTIANSTED, VI 00821-0763 PAY TO THE ORDER OF	101-600/216





072-1899

VIRGIN ISLANDS

"We Are Community" UNITED CORP TENANT ACCOUNT PO BOX 763 CHRISTIANSTED VI

12-13 Kings St PO. Box 460 Christiansted,

00821

St. Croix, USVI 00821-0460 (809) 773-0440

Fredriksted St. Croix, USVI 00

(809) 772-0050

MEMBER F.D.I.C STATEMENT DATE 04/30/96

0182600135

ACCOUNT NO. CYCLE-031

						•
** BALANCE BY DATE /31 129,480.56 /04 137,870.71 /11 134,666.15 /17 134,997.93 1/24 135,975.28	04/08 04/12	133,033.21 133,409.62 134,038.24 132,420.63 134,645.27	04/09 04/15 04/19	133,733.21 138,157.12 135,204.91 134,782.80 133,137.77	04/10 04/16 04/23	134,008.21 140,722.12 135,197.93 133,578.23

OMMUNITY BANK

VICB

"We Are Community"

41

12-13 Kings St P.O. Box 460 Christiansted, St. Croix, USVI 00821-0460 (809) 773-0440 5 Strand St Fredriksted St. Croix, USVI 00840 (809) 772-0050

MEMBER F.D.I.C. STATEMENT DATE

05/31/96

0182600135 ACCOUNT NO.

CYCLE-031

UNITED CORP TENANT ACCOUNT PO BOX 763 CHRISTIANSTED VI 00821

** CHECKING *** BUSINESS CHECKING
CCOUNT NUMBER 0182600135
REVIOUS STATEMENT BALANCE AS OF 04/30/96
PLUS 24 DEPOSITS AND OTHER CREDITS
LESS 41 CHECKS AND OTHER DEBITS
LESS CYCLE SERVICE CHARGE
URRENT STATEMENT BALANCE AS OF 05/31/96
UMBER OF DAYS IN THIS STATEMENT PERIOD 31

CHECK TRANSACTIONS SERIAL DATE 05/10 646* 05/03 659* 05/03 659* 05/03 663* 05/10 664 05/15 665 05/07 666 05/01 667 05/02 670* 05/06 671 05/10 672 05/09 673 05/13 674 05/08 675 05/09 677* 05/09 677* 05/06 678 05/10 679 05/10	AMDUNI 113.58 127.50 2,400.00 2,000.00 6,200.00 41.98 436.45 200.00 300.00 1,366.72 492.00 500.00 200.00 200.00 1,09.09 1,551.60	SERIAL 682 684 685 688* 688* 6890 691 692 6974 695* 6997 702* 703	DATE 6 055/15 055/15 055/12 055/22 055/22 055/22 055/22 055/22 055/22 055/22 055/22 055/22 055/22 055/22 055/22	AMOUNT 200.00 1,200.00 291.42 1,145.24 400.00 263.40 304.40 13,000.00 1,500.60 369.00 269.00 1,935.06 1,935.00 454.80
678 <i>0</i> 5/10				

** CHECKING ACCOUNT TRANSACTIONS DATE DESCRIPTION 5/03 DEPOSIT 5/03 DEPOSIT 5/03 DEPOSIT 5/04 DEPOSIT 5/05 DEPOSIT 5/06 DEPOSIT 5/06 DEPOSIT 5/10 DEPOSIT 5/15 DEPOSIT 5/15 DEPOSIT 5/15 DEPOSIT 5/15 DEPOSIT 5/16 DEPOSIT 5/17 DEPOSIT 5/17 DEPOSIT 5/20 DEPOSIT 5/20 DEPOSIT 5/21 DEPOSIT 5/21 DEPOSIT 5/21 DEPOSIT 5/21 DEPOSIT 5/22 DEPOSIT 5/22 DEPOSIT 5/22 DEPOSIT 5/22 DEPOSIT 5/22 DEPOSIT	*** DEBITS	CREDITS 475.00 1,502.50 1,562.50 2,180.00 2,114.39 1,250.00 6750.00 6750.00 1,700.00 1,700.00 1,160.00 1,160.00 1,255 241.97 550.00 1,562.50
SIZZ DELOSTI		

Hamed v. United & Yusuf - Def's Production

NOTE: SEE REVERSE SIDE FOR AMPORTANT INFORMATION

OMMUNITY BANK

VICE

"We Are Community"

41

12-13 Kings St P.O. Box 460 Christiansted, St. Croix, USVI 00821-0460 (809) 773-0440 5 Strand St Fredriksted St. Croix, USVI 00840 (809) 772-0050

MEMBER F.D.I.C. STATEMENT DATE

05/31/96

0182600135 ACCOUNT NO.

CYCLE-03:

UNITED CORP TENANT ACCOUNT PO BOX 763 CHRISTIANSTED VI 00821

*** CHECKING ACCOUNT TRANSACTIONS ***
DATE DESCRIPTION CREDITS DEBITS DATE 1,250.00 5/24 DEPOSIT 5/29 DEPOSIT 5/31 DEPOSIT 800.00 7,600.00 7.50 15/31 CYCLE SERVICE CHARGE *** BALANCE BY DATE ***

1/30 133:137.77 05/

5/06 134:159.46 05/

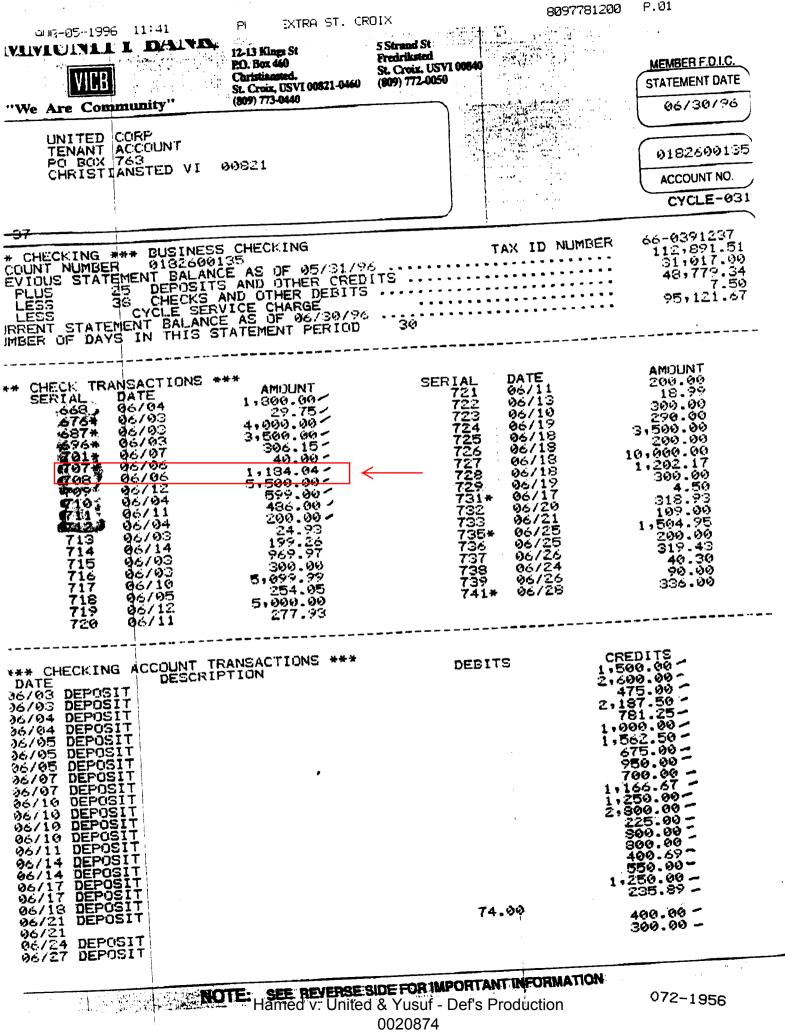
5/10 121:539.26 05/

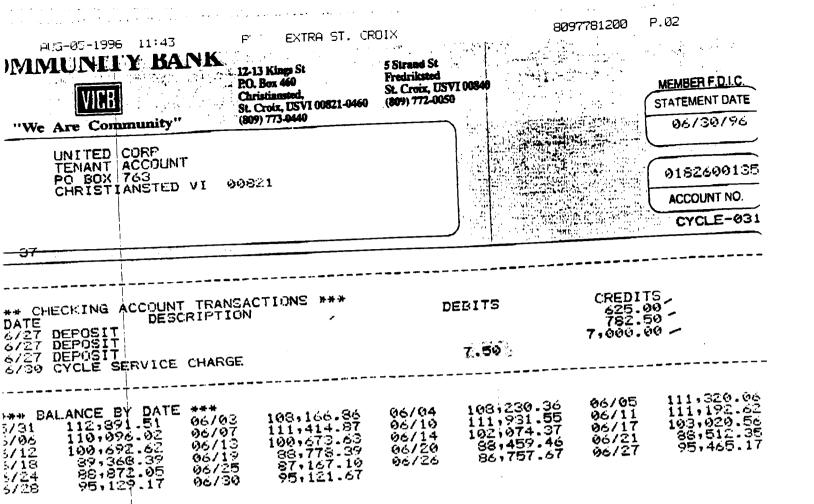
5/16 120:875.48 05/

5/22 126:140.98 05/

5/22 126:547.07 05/ 05/03 133,835.27 130,937.77 133,723.01 122,399.26 121,657.98 123,084.38 130,637.77 05/02 129,853.40 122,521.42 124,290.91 05/01 129,403.40 05/09 05/08 05/07 05/15 05/21 05/14 05/20 05/24 05/31 05/13 122,828.65 05/17 **0**5/28 123,802.00 05/23 05/30 112,891.51 108,199.01 110,547,07

CHARGE FOR CHECKS AND ACCESSORIES TAX INCLUDES WHERE APPLICABLE	
182600135 UNITED CORPORATION-TENANTS ACCOUNT	96120111780 0000004431
600 3 TO A PAGE D WITH ACCESSORIE DELIVERY TAX	98.04 15.54 .00
VICB VIRGIN ISLANDS COMMUNITY BANK TOTAL	113.58
#021606713# 182##600135#* #*000#	0011358"





"We Are Community"

UNITED CORP TENANT ACCOUNT PO BOX 763 CHRISTIANSTED VI

12-13 Kings St P.O. Box 460 Christiansted, St. Croix, USVI 00821-0460 (809) 773-0440

00821

5 Strand St Fredriksted St. Croix, USVI 00840 (809) 772-0050

MEMBER F.D.I.C. STATEMENT DATE

07/31/96

0182600135

		ACCOUNT NO.
28		CYCLE-031
*** CHECKING *** BUSINESS CHECKING ACCOUNT NUMBER 0182600135 PREVIOUS STATEMENT BALANCE AS OF 06/30/ PLUS 22 DEPOSITS AND OTHER CRE LESS 28 CHECKS AND OTHER DEBIT LESS CYCLE SERVICE CHARGE CURRENT STATEMENT BALANCE AS OF 07/31/5 NUMBER OF DAYS IN THIS STATEMENT PERIOD	EDITS S	95,121.67 30,250.19 30,995.14 7.50
*** CHECK TRANSACTIONS *** SERIAL DATE AMOUNT 730 07/16 1,900.00 734* 07/10 154.55 740* 07/01 6,000.00 742* 07/11 2,000.00 743 07/11 1,288.54 744 07/05 200.00 745 07/05 310.62 746 07/05 1,600.00 747 07/05 996.02 748 07/11 1,000.00 749 07/11 695.52 750 07/11 200.00 751 07/16 4,182.00 752 07/11 306.69	SERIAL DATE 753 07/12 755* 07/12 756* 07/11 757 07/16 758 07/18 759 07/31 760 07/29 761 07/22 763* 07/30 764 07/23 765 07/23 766 07/24 768* 07/31	AMOUNT 90.00 450.54 4,500.00 200.00 300.00 1,900.00 231.00 500.00 200.00 200.00 36.30 300.00 935.20
*** CHECKING ACCOUNT TRANSACTIONS *** DATE DESCRIPTION 07/02 DEPOSIT 07/02 DEPOSIT 07/05 DEPOSIT 07/09 DEPOSIT 07/09 DEPOSIT 07/10 DEPOSIT 07/10 DEPOSIT 07/10 DEPOSIT 07/12 DEPOSIT 07/12 DEPOSIT 07/12 DEPOSIT 07/14 DEPOSIT 07/16 DEPOSIT 07/16 DEPOSIT 07/16 DEPOSIT 07/16 DEPOSIT 07/17 DEPOSIT 07/17 DEPOSIT 07/18 DEPOSIT 07/18 DEPOSIT 07/19 DEPOSIT 07/19 DEPOSIT 07/19 DEPOSIT 07/19 DEPOSIT 07/19 DEPOSIT 07/29 DEPOSIT 07/31 DEPOSIT 07/31 DEPOSIT	DEBITS	CREDITS 1,500.00 2,187.50 475.00 1,166.67 1,250.00 1,562.50 675.00 700.00 950.00 781.25 1,000.00 1,250.00 2,800.00 1,250.00 1,000.00 1,000.00 2,74.77 625.00 2,600.00 7,000.00
*** BALANCE BY DATE *** 06/30 95,121.67 07/01 89,121.67 07/09 94,156.70 07/10 96,327.15 07/16 85,415.11 07/17 86,197.61	07/02 92,809.17 07/11 86,336.40 07/18 88,497.61	07/05 90,177.53 07/12 87,647.11 07/22 87,997.61

"We Are Community"

UNITED CORP TENANT ACCOUNT PO BOX 763

CHRISTIANSTED VI

12-13 Kings St P.O. Box 460 Christiansted, St. Croix, USVI 00821-0460 (809) 773-0440

00821

07/24

5 Strand St Fredriksted St. Croix, USVI 00840 (809) 772-0050

MEMBER F.D.I.C.

PAGE 2

STATEMENT DATE

07/31/96

0182600135

ACCOUNT NO.

CYCLE-031

28

*** BALANCE BY DATE ***
07/23 88:036.08 07/3
07/31 94:369.22

87,736.08 07/29

87,191.92

07/30

86,991.92

"We Are Community"

20

12-13 Kings St P.O. Box 460 Christiansted. St. Croix, USVI 00821-0460 (809) 772-0050 (809) 773-0440

5 Strand St Fredriksted St. Croix, USVI 00840

MEMBER F.D.I.C. STATEMENT DATE

0182600135

08/31/96

ACCOUNT NO.

CYCLE-031

UNITED CORP TENANT ACCOUNT CHRISTIANSTED VI 00821

*** CHECKING *** BUSINESS CHECKING
ACCOUNT NUMBER 0102600135 TAX ID NUMBER 0102600135
PREVIOUS STATEMENT BALANCE AS DF 07/31/96
PLUS 29 DEPOSITS AND OTHER CREDITS
LESS 22 CHECKS AND OTHER DEBITS 66-0391237 TAX ID NUMBER 94,369.22 34,645.57 PLUS LESS LESS 109,857.68 LESS CYCLE SERVICE CHARGE
CURRENT STATEMENT BALANCE AS OF 08/31/96
NUMBER OF DAYS IN THIS STATEMENT PERIOD 7.50 19,149.61

*** CHECK TRANSACTIONS ***
SERIAL DATE AMOUNT SERIAL DATE AMOUNT 593.90 776 777 08/16 08/15 08/15 08/16 1,900.00 7/34 90,00 ŏŠ/ōŠ 08/09 08/15 08/15 08/20 08/22 08/21 08/22 08/21 200.00 778 10.75 300.00 762* 93.60 780× 08/95 3,500.00 1,824.00 1782* 747* 05 / O 1 825.00 783 1,231.24 08/95 770* 200.00 785× 17,000.00 03/13 771 13.49 786 772 773 10,000.00 08/06 300.00 300.00 200.00 787 08706 790× 775* 08/16

*** CHECKING ACCOUNT TRANSACTIONS *** CREDITS DEBITS DESCRIPTION DATE 475.00 08/02 08/02 08/02 DEPOSIT DEPOSIT 1,500.00 2,187.50 DEPOSIT 1,000.00 08/05 DEPOSIT 1,562.50 08/05 DEPOSIT 2,604.00 FORCE 08/05 PAY DEBIT 500.00 DEPOSIT 08/07 675.00 08/07 DEPOSIT 2,600.00 DEPOSIT 08709 100.00 DEPOSIT 08/12 400.00 08/13 08/13 08/13 DEPOSIT 950.00 DEPOSIT 1,250.00 DEPOSIT 2,800.00 08/13 08/15 08/15 DEPOSIT 800.00 DEPOSIT 800.00 DEPOSIT 4.00 DEPOSIT 08/16 400.00 08/18 08/16 DEPOSIT 781.25 DEPOSIT 1,166.67 08/16 DEPOSIT 2,600.00 08/16 DEPOSIT 98/16 98/19 98/21 98/22 98/27 98/27 98/27 98/28 1,250.00 DEPOSIT 800.00 DEPOSIT 1,000.00 DEPOSIT 450.00 DEPOSIT 248.65 782.50 DEPOSIT DEPOSIT 1,000.00 DEPOSIT 1,562.50 DEPOSIT 5,000.00 DEPOSIT 68,115.00 DEBIT MEMO 08/31 CYCLE SERVICE CHARGE 072-2733

2

VIRGIN ISLANDS **COMMUNITY BANK**

"We Are Community"

12-13 Kings St P.O. Box 460 Christiansted, St. Croix, USVI 00821-0460 (809) 773-0440

5 Strand St Fredriksted St. Croix, USVI 00840 (809) 772-0050

MEMBER F.D.I.C. STATEMENT DATE

0182600135

08/31/96

ACCOUNT NO.

CYCLE-031

UNITED CORP TENANT ACCOUNT PO BOX 763

CHRISTIANSTED VI 00821

20

07/31

08/06 08/13 08/21 08/30

*** BALANCE BY DATE ***
07/31 94,369.22 98/08/08 65:141.38 98/08/13 77:326.38 98/08/21 82:866.95 98/2 08/01

08/07 08/07 08/15 08/22 08/31

92:545.22 86:316.38 76:289.08 82:478.46 19:149.61

08/02 08/09 08/16 08/27 96,707.72 88,826.38 80,316.95 84,509.61

08/05 08/12 08/19 08/28 95,341.38 88,926.38 81,566.95 90,772.11

072-2734

072-2735



Virgin Islands Community Bank

MISSING ITEM NOTICE

The Following check #782 is missing from your statement.

If you should need a copy of this check, we would provide a facsimile of the same.

THANK YOU

VICE

"We Are Community"

UNITED CORP TENANT ACCOUNT PO BOX 763 CHRISTIANSTED VI 12-13 Kings St P.O. Box 460 Christiansted, St. Croix, USVI 00821-0460 (809) 773-0440

00821

Fredriksted St. Croix, USVI 00840 (809) 772-0050

MEMBER F.D.I.C.
STATEMENT DATE
09/30/96

0182600135

ACCOUNT NO.

CYCLE-031

*** CHECKING *** BUSINESS CHECKIN ACCOUNT NUMBER 0182600135 PREVIOUS STATEMENT BALANCE AS OF PLUS 28 DEPOSITS AND OTH PLUS 24 CHECKS AND OTHER LESS 24 CHECKS AND OTHER CYCLE SERVICE CHAR CURRENT STATEMENT BALANCE AS OF 0 NUMBER OF DAYS IN THIS STATEMENT	08/31/96	66-0391237 19,149.61 30,078.33 30,993.04 7.50 18,227.40
MCMIDELY DI TITLE		

*	SERIAL 806.	ANSACTIONS DATE 09/26	*** AMOUNT 137.95 -2.500.00		SERIAL 799 800	DATE 09/12 09/12	AMDUNT 307.97 200.00 90.00
	-702* 788* 789 791* 792	09/27 09/23 09/23 09/13 09/23	4,300.00 200.00 267.72 12,000.00 1,199.02	1 /	801 803* 804 805 807*	09/17 09/13 09/17 09/18 09/24	300.00 200.00 303.42 111.60 4,086.62
	793 794 795 796 797 798	09/05 09/04 09/05 09/23 09/05 09/12	206.00 32.44 300.00 393.82 2,000.00		808 811* 813* 814 820*	09/20 09/24 09/23 09/25 09/30	200.00 200.00 38.30 225.00 399.18

*** CHECKING ACCOUNT TRANSACTIONS DATE DESCRIPTION	*** DEBITS	CREDITS 250.00
09/03 DEPOSIT		1,500.00 - 3,500.00 -
49/43 RETURNED CHECK 4/86		4,175.00 475.00
09/04 DEPOSIT 09/11 DEPOSIT	•	950.00 1,000.00
09/11 DEPOSIT		675.00
09/12 DEPOSIT 09/12 DEPOSIT		1,166.67 2,031.50
09/12 DEPOSIT 09/13 DEPOSIT		800.00 2,187.50
09/13 DEPOSIT		3,000.00 400.00
09/16 DEPOSIT		781.25 782.50
09/16 DEPOSIT 09/18 DEPOSIT		1,250,00
09/18 DEPOSIT 09/19 DEPOSIT		325.00 100.00
09/23 DEPOSIT		225.00 500.00
09/23 DEPOSIT		781.25 272.66 Telianoni.
09/23 DEPOSIT 09/24 DEPOSIT		700.00
09/24 DEPOSIT 09/24 DEPOSIT		1,250.00 800.00
09/25 DEPOSIT		100.00 100.00
09/27 DEPOSIT	7.50	 •
09/30 CYCLE SERVICE CHARGE		072-2712

VICE

"We Are Community"

24

12-13 Kings St P.O. Box 460 Christiansted, St. Croix, USVI 00821-0460 (809) 773-0440 5 Strand St Fredriksted St. Croix, USVI 00840 (809) 772-0050

MEMBER F.D.I.C. STATEMENT DATE

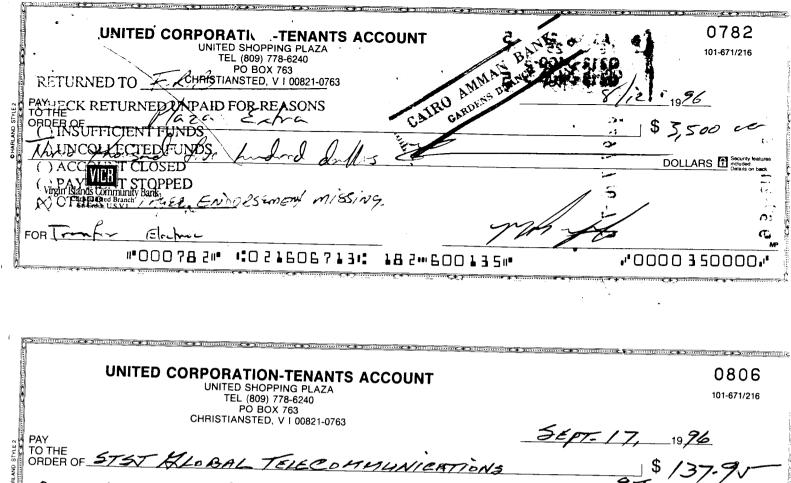
09/30/96

0182600135

ACCOUNT NO.

CYCLE-031

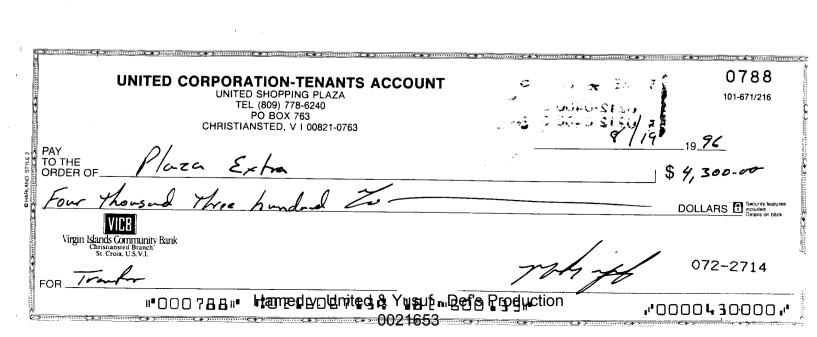
UNITED CORP TENANT ACCOUNT PO BOX 763 CHRISTIANSTED VI 00821

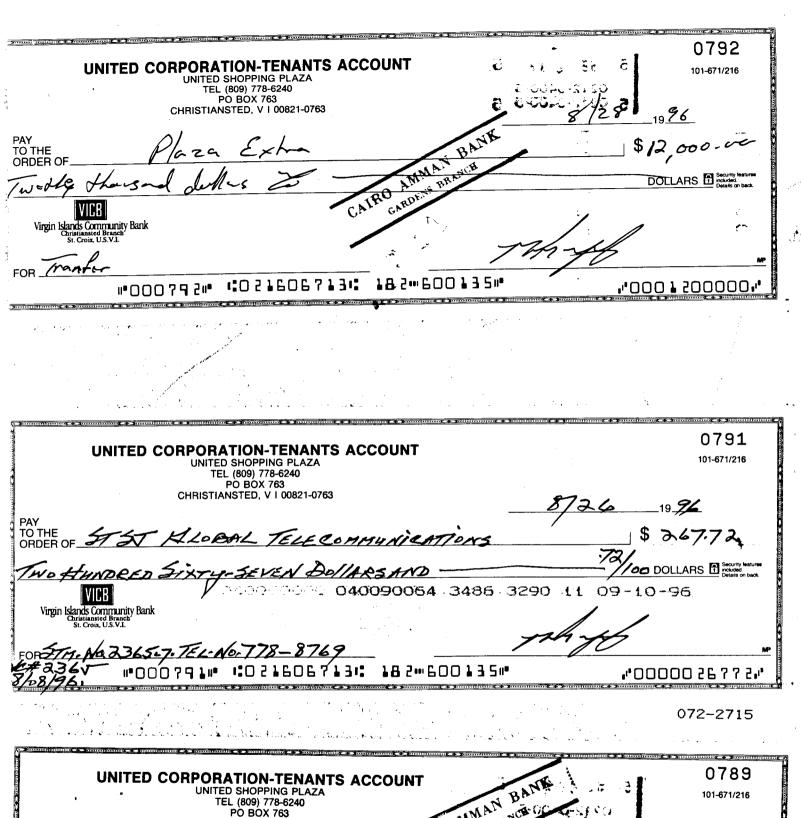


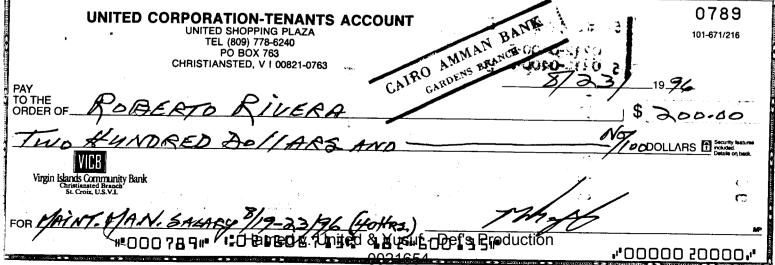
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0795 UNITED CORPORATION-TENANTS ACCOUNT 101-671/216 UNITED SHOPPING PLAZA TEL (809) 778-6240 PO BOX 763 CHRISTIANSTED, V I 00821-0763 Aug. 30, 1996 V. I. TELEPHONE CORP. (VITELCO) THIRTY-TWO AD/IARS AND Virgin Islands Community Bank Christiansted Branch St. Croix, U.S.V.I. FOR TEL: No. 778-8769 8/96. (E. YUSUF) , 'OOOOOO 3 24 0794 UNITED CORPORATION-TENANTS ACCOUNT UNITED SHOPPING PLAZA 101-671/216 TEL (809) 778-6240 PO BOX 763 CHRISTIANSTED, V I 00821-0763 ROBERTO RIVERA TWO HUNDRED DOLLARS AND VICB Virgin Islands Community Bank Christiansted Branch St. Croix, U.S.V.I. FOR JALARY 8/26-8/30/96 MAYNT MAN 40 HAS 1 110006713

072-2716

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US4202484U038 0793 UNITED CORPORATION-TENANTS ACCOUNT 101-671/216 UNITED SHOPPING PLAZA TEL (809) 778-6240 PO BOX 763 CHRISTIANSTED, V I 00821-0763 8/30 V.I. BUREAU OF INTERNAL REVENUE DNE THOUSAND DNE HYNDAED **VICB** Virgin Islands Community Bank Christiansted Branch St. Croix, U.S.V.I. FOR HROSS RECEIPT TAX-JULY 96 ा । निर्मारित के रिपोर्सित के विश्वेष्ट पित्र के विश्वेष्ट विश्वेष विश्वेष्ट विश्वेष विश्वे ."OOOO 1 1 9 9 O 2."

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CHRISTIANSTED, V I 00821-0763 PAY	19 <i>9</i>
TWO THOUSAND DOLLARS NO	\$2,000.00
TWO THOUSAND DOLLARS	CoDOLLARS Security features included included.
Virgin Islands Community Bank Carintianated Branch St. Croix, U.S.V.I.	
7-28-96-50 8/31/96(5WKS.) OR LEAN inglasking Lat TRUCKING.	
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0803 UNITED CORPORATION-TENANTS ACCOUNT 101-671/216 UNITED SHOPPING PLAZA TEL (809) 778-6240 PO BOX 763 CHRISTIANSTED, V I 00821-0763 SEPT-07, 19 96 \$ 300.00 TO THE ORDER OF. LARRY 1 DOLLARS Security feature MARKED DOLLARS AND Virgin Islands Community Bank Christiansted Branch St. Croix, U.S.V.I. FOR SALARY 9/2-7/96. , OOOO 30000 i 0804 UNITED CORPORATION-TENANTS ACCOUNT 101-671/216 UNITED SHOPPING PLAZA TEL (809) 778-6240 PO BOX 763 CHRISTIANSTED, V I 00821-0763 9-13- 1994 1\$200,00 ROBERTO RIVERA OODOLLARS (1) Security includes Detaile TWO HUNDRED DOLLARS. Virgin Islands Community Bank Christiansted Branch FOR WAGES 9/09-9/13/96 (5 DAYS). ''00000 00000'' 072-2718 0805 UNITED CORPORATION-TENANTS ACCOUNT 101-671/216 UNITED SHOPPING PLAZA TEL (809) 778-6240 PO BOX 763 SEPT-14, 1996 CHRISTIANSTED, V I 00821-0763 \$ 303.42 TO THE ORDER OF ARRY DOLLARS Security feath recluded Details on be THERE DOLLARS AND VICB Virgin Islands Community Bank Christiansted Branch St. Croix, U.S.V.I. "OOOOO 30 3 4 5"

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	TEL (809) 778- PO BOX 76	6240			/
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UNITED CORPORATIC. 1-TENANTS ACCOUNT

UNITED SHOPPING PLAZA

TEL (809) 778-8240
POROTOS

CHRISTIANSTED, V I 00821-0763

PAY

TO THE
ORDER OF

V. J. TELEPHONE CORP. (VITELO)

S38-30

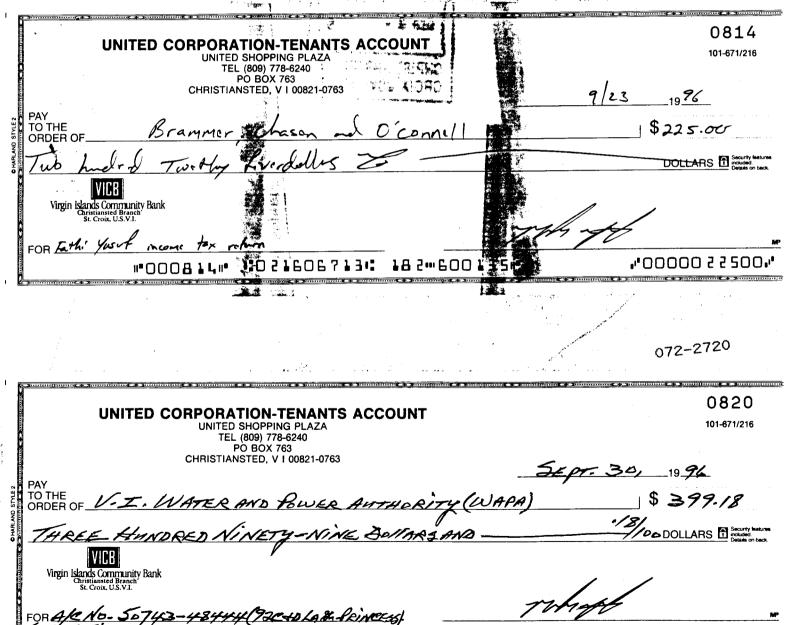
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Virgin Islands Community Bank

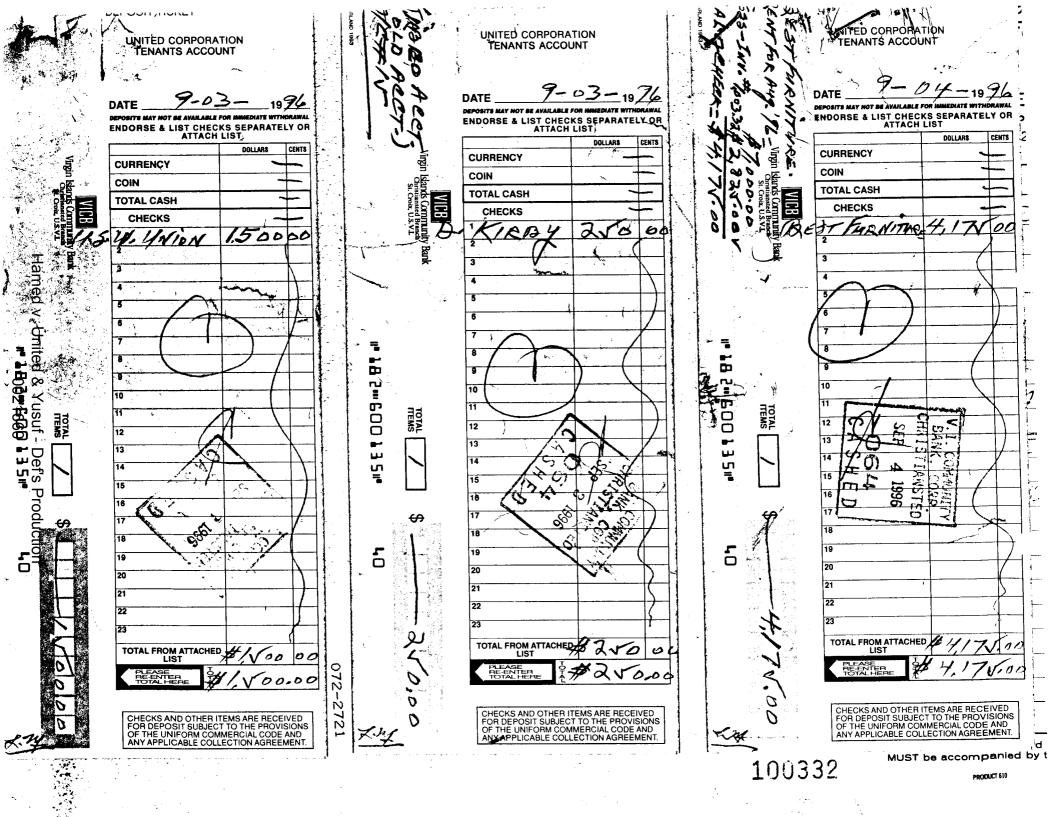
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No. 778-8769 F. 74544.

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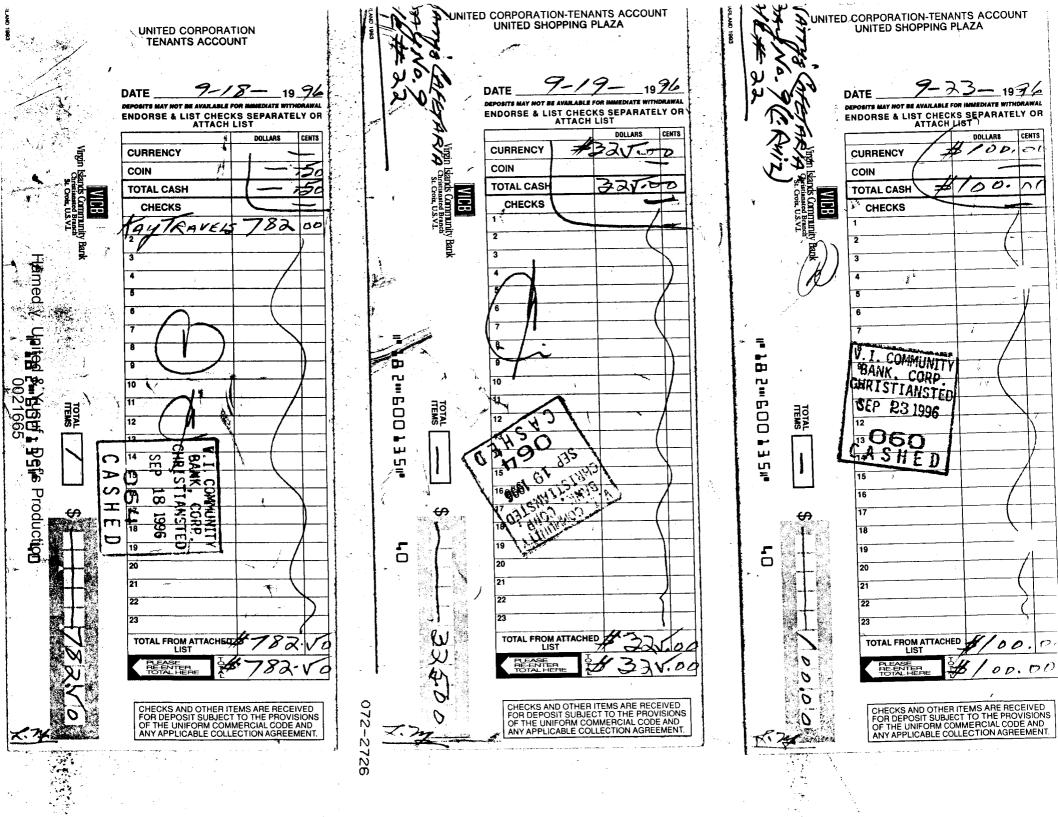
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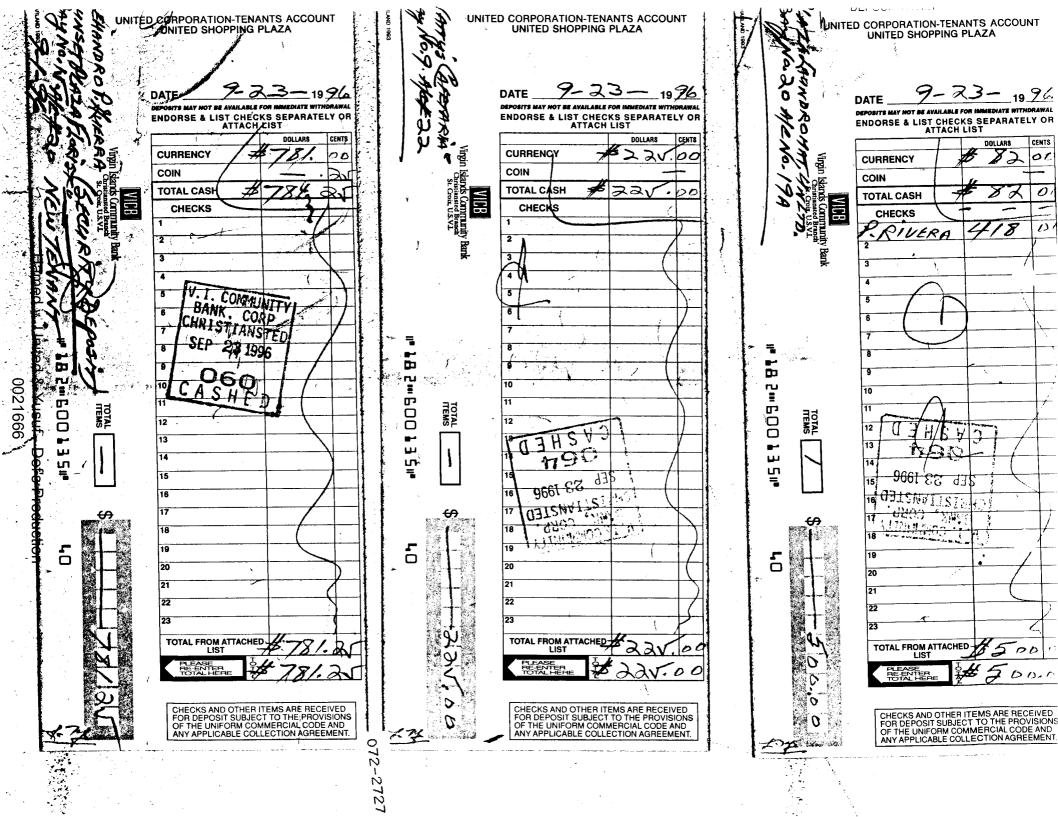
UNITED CORPORATION

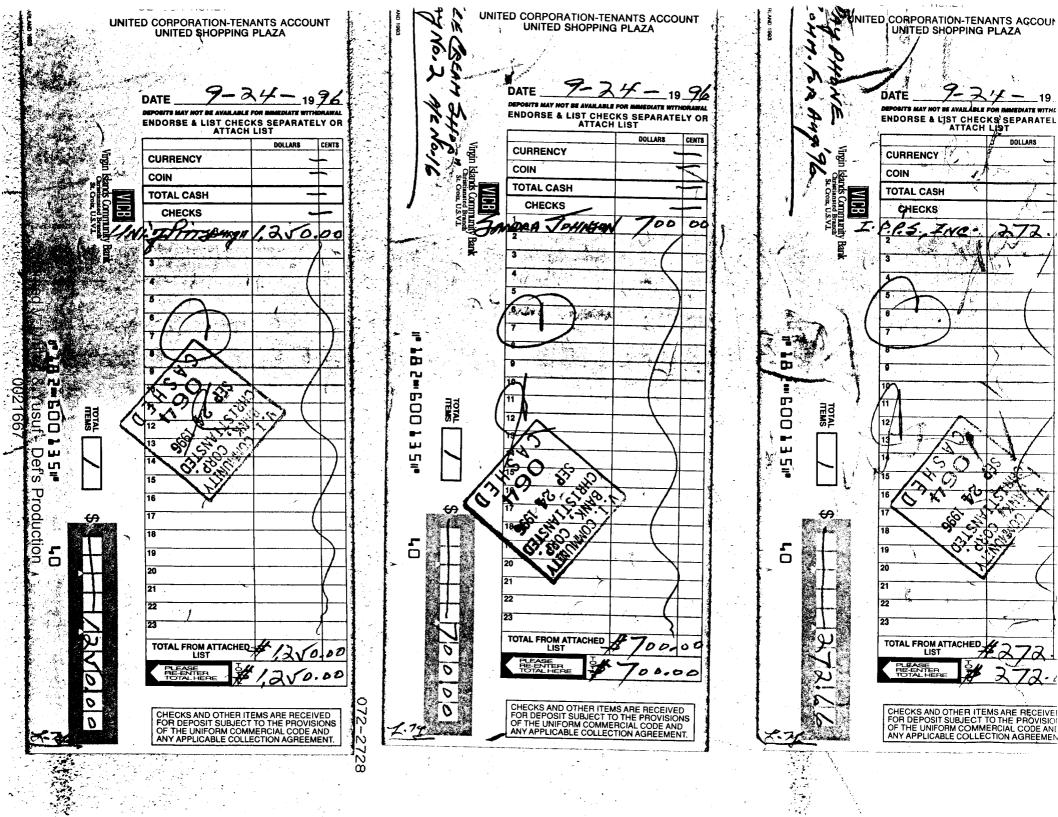
TENANTS ACCOUNT

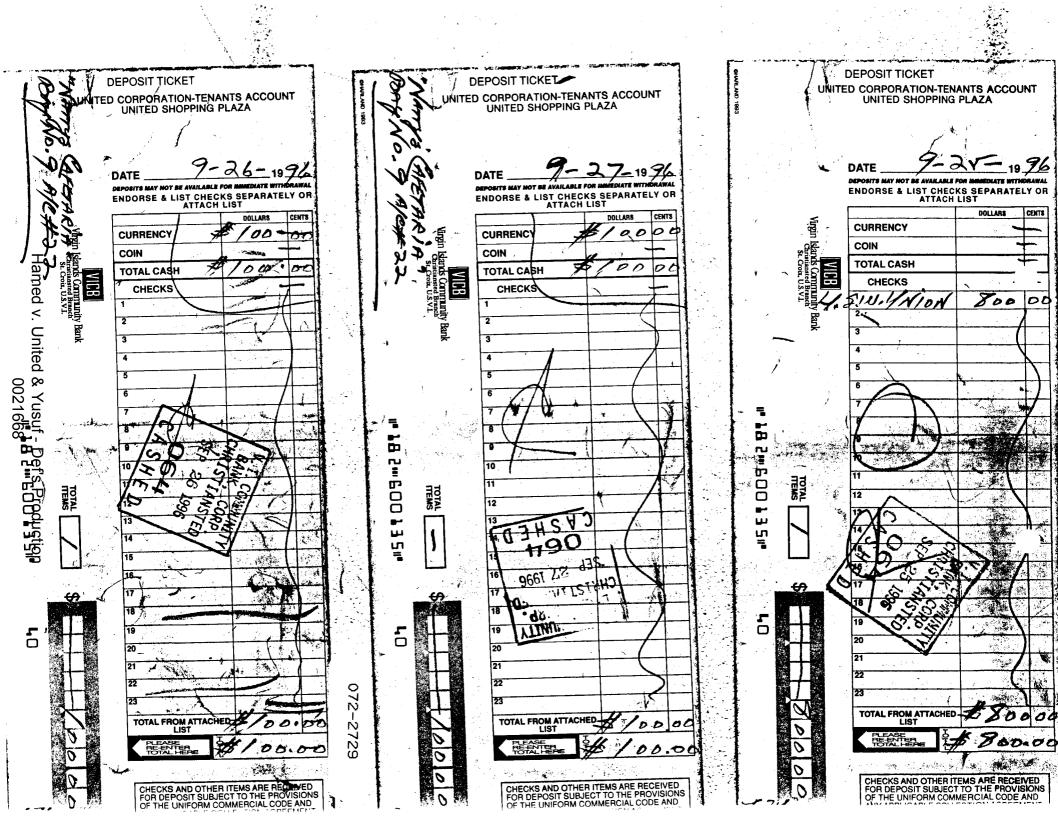
UNITED CORPORATION

UNITED CORPORATION









VIRGIN ISLANDS OMMENE Y BANK Christiansted, St. Croix, USVI 00840 St. Croix, USVI 00821-0460 (809) 773-0440 12-13 Kings St MEMBER F.D.I.C. "We Are Community" (809) 773-0440 STATEMENT DATE MINUS. 10/31/96 UNITED CORP TENANT ACCOUNT PO BOX 763 CHRISTIANSTED VI 00821 0182600135 ACCOUNT NO. CYCLE-031 *** CHECKING *** BUSINESS CHECKING ACCOUNT NUMBER 0182600135 66-0391237 18,227.40 30,675.87 TAX ID NUMBER PREVIOUS STATEMENT BALANCE AS OF 09/30/96 . PLUS 23 DEPOSITS AND OTHER CREDITS LESS 27 CHECKS AND OTHER DEBITS .. 23,497.67 LESS CYCLE SERVICE CHARGE CURRENT STATEMENT BALANCE AS OF 10/31/96 NUMBER OF DAYS IN THIS STATEMENT PERIOD 7.50 25,398.10 ŝі CHECK TRANSACTIONS *** SERIAL DATE AMOUNT SERIAL AMOUNT DATE 10/16 10/23 10/16 `827 828 829 200.00 809 950.00 (10/09 320.00° 300.00 810 10/18 300.00 -65.00 812* 10/09 815* 831* 832 833 10/23 10/18 550.00 200.00/ 10/02 790.00 1,022.50 549.19 130.00 816 817 10/02 13.49 10/21 10/01 10/22 10/23 834 835 200.00 818 10/01 819 821* 822 823 824 825 <u> 300 0 00 /</u> 343.92 135.00 10/02 1,271.85 836 10/25 10/03 10/24 84.83 10/11 12,000.00/ 837 10/30 10/30 10/30 839* 200.00 200.00 10/08 55.00 326.75 1,478.14 312.00 10/09 840 10/09 841 826 10/25 1,900.00

*** CI	HECKING ACCOUNT	T TRANSACTIONS	***		
DATE		RIPTION		DEBITS	CREDITS
10/01	DEPOSIT				2,187.50-
10/01	DEPOSIT				7,000.00-
10/02	DEPOSIT				475.00-
10/02					1,500.00-
10/03					1,000.00-
10/04					625.00 4
10/04	DEPOSIT				3,0 <u>00</u> .00/
10/09	DEPOSIT				675.00
10/09	DEPOSIT				781.25 -
					950.00-
10/09	DEPOSIT				1,000.00
10/09	DEPOSIT				1,562.50
10/11	DEPOSIT				1,166.67
10/11	DEPOSIT				1,250.00 /
10/16					1,250.00 ~
	DEPOSIT				800.00
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10/23 10/25	DEPOSIT				294.45
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10/31	DEPOSIT				1.00-
10/31	DEPOSIT				475.00
10/31	DEPOSIT				782.50 C
10/31	CYCLE SERVICE	CHARGE		7.50	· -

VIRGIN ISLANDS



"We Are Community"

12-13 Kings St P.O. Box 460 Uhristiansted, St. Croix, USVI 00840 St. Croix, USVI 00821-0460 (809) 772-0050 (809) 773-0440

MEMBER F.D.I.C. STATEMENT DATE

4. 医环腺

10/31/96

0182600135

ACCOUNT NO.

CYCLE-031

UNITED CORP TENANT ACCOUNT PO BOX 769 CHRISTIANSTED VI 00821

27

*** BAL 09/30 10/04 10/16 10/23	ANCE BY DATE 18,227.40 30,581.36 24,111.64 24,554.23	10/01 10/08 10/18 10/24	25,843.21 30,381.36 24,461.64 24,469.40	10/02 10/09 10/21 10/25	27,228.21 32,309.97 24,448.15 22,728.85	10/03 10/11 10/22 10/28	26,956.36 22,726.64 24,248.15 24,728.85
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VIRGEN ISBANDS OF COMMUNITY BANK

VICE

"We Are Community"

UNITED CORP TENANT ACCOUNT PO BOX 763 CHRISTIANSTED VI 12-13 Kings St. PO. Box 460 Christiansted, St. Croix, USVI 00821-0460 (809) 773-0440

00821

5 Strand St Fredriksted St. Croix, USVI 00840 (809) 772-0050

MEMBER F.D.I.C.
STATEMENT DATE

11/30/96

0182600135

ACCOUNT NO.

CYCLE-031

	CYCLE-031
frame C. L. Framer	 66-0391237 25,398.10 37,837.11 14,093.86 7.50 49,133.85

*** CHECK TRANSACTIONS SERIAL DATE 902 11/12 842* 11/14 843 11/05 844 11/14 845 11/05 846 11/07 847 11/07 848 11/08 849 11/08 850 11/08 851 11/08 851 11/08	*** AMOUNT 300.00 1,052.23 25.00 208.93 200.00 320.56 32.50 150.00 285.00 969.55 423.60 2,830.00	SERIAL 853 854 855 856 857 858 859 861* 863 864	DATE 11/19 11/14 11/12 11/18 11/19 11/20 11/27 11/27 11/27	AMDUNT 2,830.00 200.00 13.49 1,900.00 300.00 200.00 350.00 703.00 200.00
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*** CHECKING ACCOUNT TRANS 11/04 DEPOSIT 11/04 DEPOSIT 11/04 DEPOSIT 11/05 DEPOSIT 11/05 DEPOSIT 11/06 DEPOSIT 11/06 DEPOSIT 11/06 DEPOSIT 11/07 DEPOSIT 11/12 DEPOSIT 11/12 DEPOSIT 11/12 DEPOSIT 11/12 DEPOSIT 11/13 DEPOSIT 11/14 DEPOSIT 11/15 DEPOSIT 11/15 DEPOSIT 11/16 DEPOSIT 11/17 DEPOSIT 11/17 DEPOSIT 11/18 DEPOSIT 11/18 DEPOSIT 11/19 DEPOSIT 11/21 DEPOSIT 11/21 DEPOSIT 11/21 DEPOSIT 11/21 DEPOSIT 11/22 DEPOSIT 11/25 DEPOSIT 11/25 DEPOSIT 11/26 DEPOSIT 11/27 DEPOSIT	ACTIONS ***	TS8000000000000000000000000000000000000
11/29 DEPOSIT		101.20

WERGIN ISLANDS

"We Are Community"

Z3

12-13 Kings St P.O. Box 460 Christiansted. St. Croix, USVI 00821-0460

(809) 773-0440

5 Strand St Fredriksted St. Croix, USVI 00840 (809) 772-0050

MEMBER F.D.I.C.

PAGE marin Colombia

STATEMENT DATE

11/30/96

0182600135 ACCOUNT NO.

CYCLE-031

UNITED CORP TENANT ACCOUNT PO BOX 763 CHRISTIANSTED VI 00821

*** CHECKING ACCOUNT TRANSACTIONS ***
DATE DESCRIPTION
11/29 DEPOSIT CREDITS DEBITS 1,000.00-7.50 11/30 CYCLE SERVICE CHARGE 37,613.18 46,087.23 46,667.74 44,580.10 49,141.35 11/06 11/13 11/19 11/25 41,300.68 47,253.90 40,807.74 34,200.68 40,269.47 47,742.74 43,388.99 47,360.10 11/05 11/12 11/18 11/22 10/31 11/07 11/04 11/15 11/21 11/27 11/14 11/20 11/26 47,780.10 11/29 11/30 49,133.85

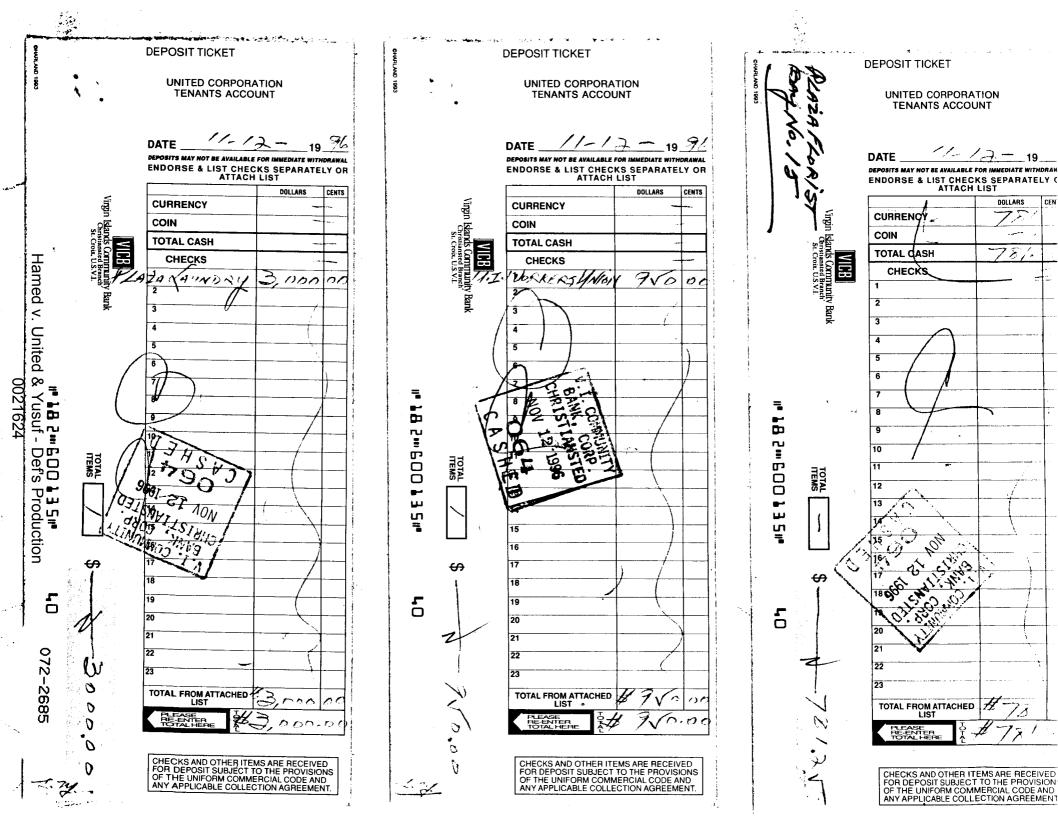
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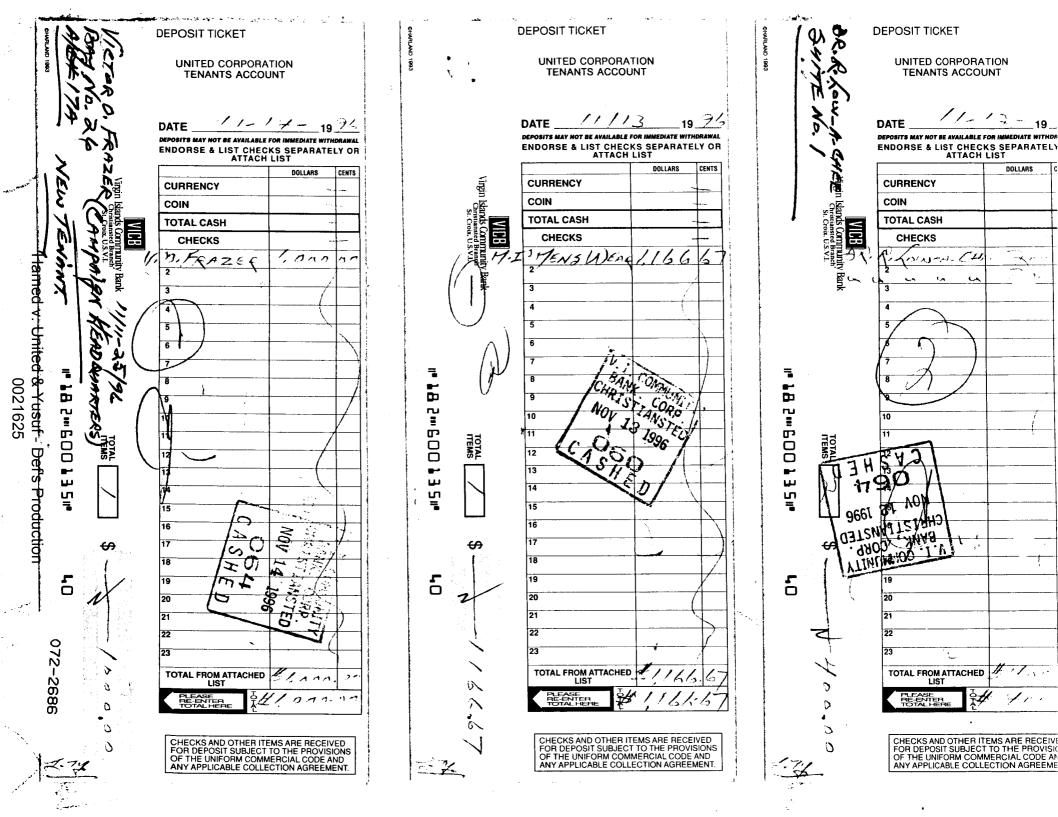
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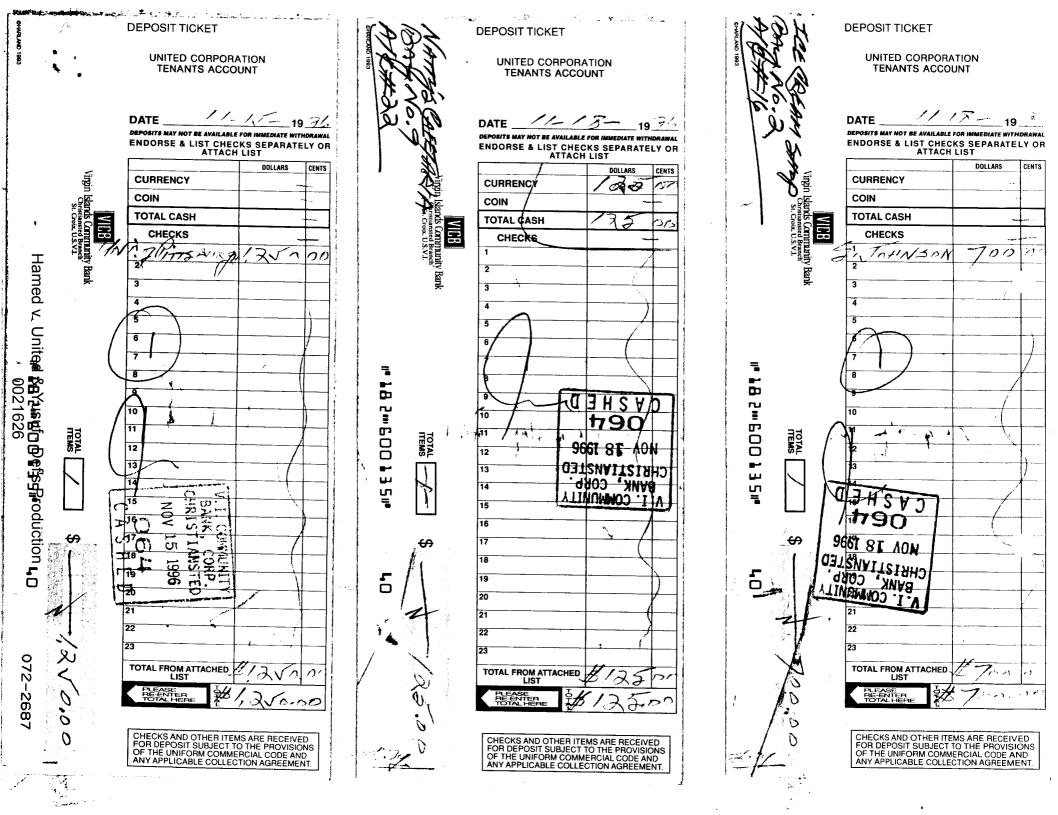
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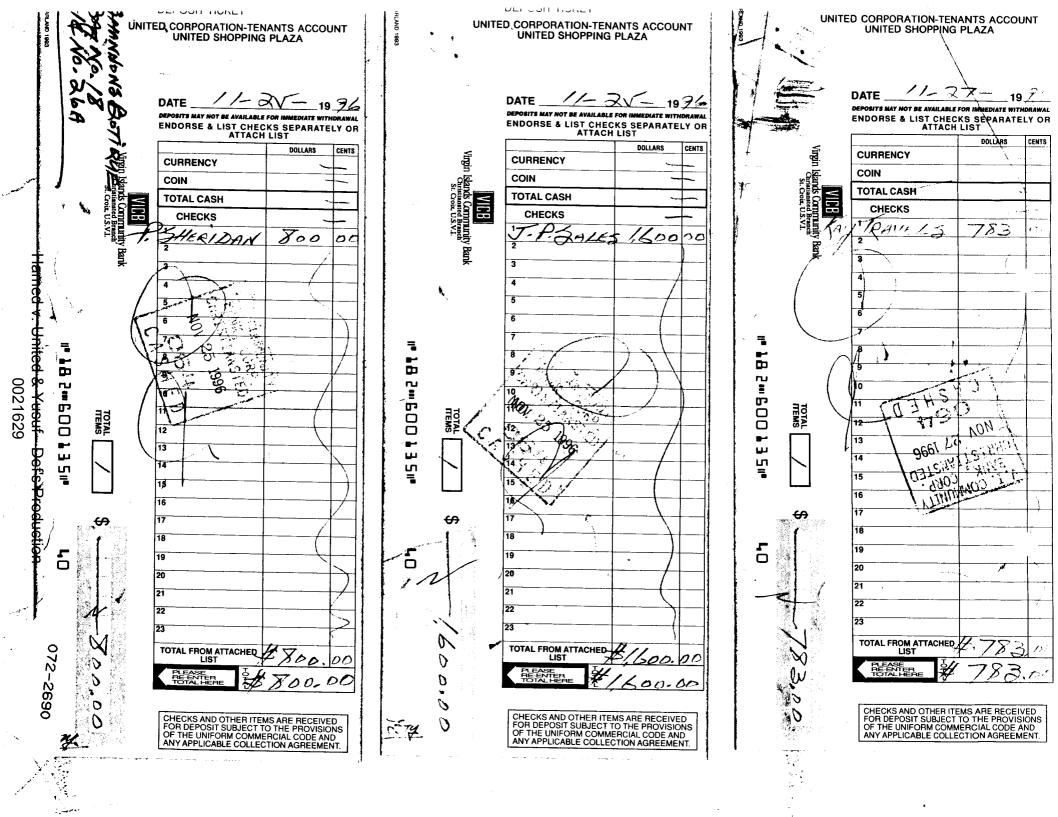
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<u>.</u> -	271	CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE AND ANY APPLICABLE COLLECTION AGREEMENT.	CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE AND ANY APPLICABLE COLLECTION AGREEMENT.	OF THE UNIFORM COMMERCIAL CO ANY APPLICABLE COLLECTION AG

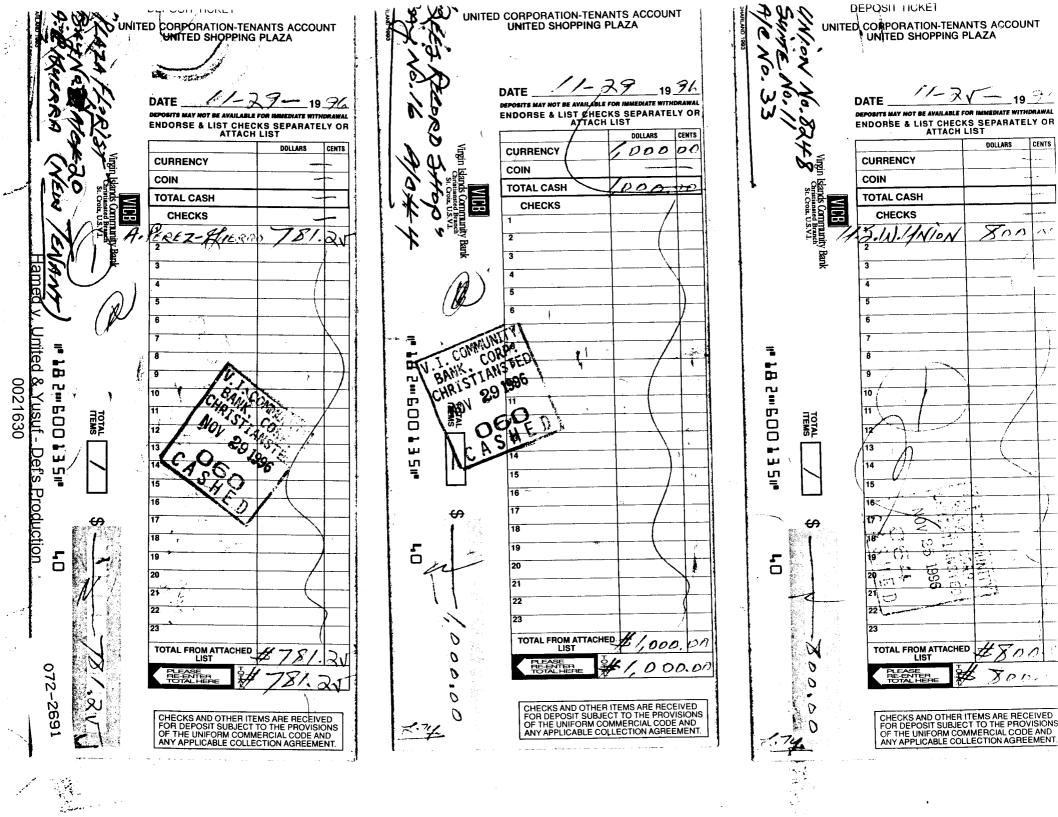






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SOVANA (BISTED A): VASIK P.O. Box 460 Predriksted
Christiansted, St. Croix, USVI 0

St. Croix, USVI 00821-0460 (809) 772-0050

"We Are Community" (809) 773-0440 **HEMBER F.D.I.C** STATEMENT DATE UNITED CORP 12/31/96 TENANT ACCOUNT PO BOX 763 and an experience CHRISTIANSTED VI 00821 0182600135 ACCOUNT NO. CYCLE-031 *** CHECKING *** BUSINESS CHECKING ACCOUNT_NUMBER 0182600135 66-0391237 49,133.85 37,983.01 ACCOUNT NUMBER 0182600135
PREVIOUS STATEMENT BALANCE AS OF 11/30/96.
PLUS 29 DEPOSITS AND OTHER CREDITS
LESS 23 CHECKS AND OTHER DEBITS..
LESS CYCLE SERVICE CHARGE
CURRENT STATEMENT BALANCE AS OF 12/31/96...
NUMBER OF DAYS IN THIS STATEMENT PERIOD TAX ID NUMBER *Ŷ・マ*ݞ₹*、ᠸ*₹ 7.50 77,371.59 CHECK TRANSACTIONS ***
SERIAL DATE
12/11
12/02
12/05
12/05
12/05 SERIAL 877 DATE 12/19 12/17 12/18 12/17 12/31 THUUCIMA THUUCHA 218.55 34.10 90.00 878 200.00 300.00 40.00 880 13.49 305.79 881 11.65 12/31 12/31 12/27 12/27 12/27 12/30 12/30 17705 , 000 , 00 12/05 12/06 12/05 12/10 12/11 12/11 882 156.00 ,215.26 572.07 870 200.00 871 872 874* 300.00 200.00 300.00 300.00 200.00 875 2,300.00 432.00 12/12 876 1,148.86 CHECKING ACCOUNT TRANSACTIONS ***
TE DESCRIPTION DATE DEBITS CREDITS 12/02 12/02 12/03 12/03 DEPOSIT 1.500.00 DEPOSIT DEPOSIT .000.00 1,000.00 DEPOSIT 2,000.00 12/05 DEPOSIT 12/10 12/10 DEPOSIT 50.00 DĒPŌSĪT 12/10 12/12 12/13 12/13 DEPOSIT DEPOSIT DEPOSIT DEPOSIT 12/13 12/13 12/13 12/13 12/17 12/18 DEPOSIT DEPOSIT DEPOSIT DEPOSIT DEPOSIT 12/19 12/19 DEPOSIT DEPŌSIT 12/19 DEPOSIT 12/20 12/20 12/20 DEPOSIT DEPOSIT DEPOSIT 12/20 12/20 12/23 12/23 12/24 DEPOSIT DEPOSIT DEPOSIT DEPOSIT 12/24 12/27 12/30 DEPOSIT DEPOSIT DEPOSIT CYCLE SERVICE CHARGE 7.50 072-1728

NOTE: SEE REVERSESIDE FURTIMPORTANT INFORMATION

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We Are Community"

P.O. Box 460 Fredrikes Christiansted, St. Croix, St. Croix, USVI 00821-0460 (809) 772-(809) 773-0440

MEMBER F.D.I.C

STATEMENT DATE 12/31/96

P/(e)

****** 0182600135

ACCOUNT NO.

CYCLE-031

UNITED CORP TENANT ACCOUNT PO BOX 763 CHRISTIANSTED VI

00821

23

	LANCE BY DATE	***					
11/30	49,133.85	12/02	57,543.85	12/03	60,543,85	12/05	58,900.99
12/06	57,685.73	12/10	61,873.23	12/11	59,054.68	12/12	58,580.82
12/13	65,547.49	12/17	66,134.00	12/18	66,615.25	12/19	68:506.16
12/20	71,853.74	12/23	73,153.74	12/24	74,878.74	12/27	75,578.74
12/30	77,546.74	12/31	77,371.59		141010114	12/21	, 0, 0, 0, 1, 4

EXHIBIT 9

GROSS RECEIPTS PAID BY UNITED TENANT ACCOUNT OWED BY PARTNERSHIP TO UNITED

YEAR	MONTH COVERED BY PAYMENT	AMOUNT
1995	January	1358.04
1995	April	766.05
1995	July	1000.80

File: \SONIA\TENANT95\022895.WK3

Virgin Islands Community Bank Account #182-600135 Tenant Account

Posted:

February 1995

AJE #2

Che	eck #	G/L Acct. #	Disbursements	
	311	6150	108.53 *	Telephone
	312	6250	358.97 *	Electric - WAPA
	313	6690	300.00 *	Motta
	314	0	Void *	Void
	315	1206	20,000.00 *	Plaza – STX
	316	5300	46.50 *	Stephen Peter
	317	6690	300.00 *	Motta
	318	6250	986.77 *	Electric - WAPA
	319	5300	46.50 *	Stephen Peter
	320	6250	12.22 *	Electric - WAPA
	321	6690	300.00 *	Motta
	322	5350	1,194.05 *	American Express
	323	5250	1,002.42 *	Legal - Bryant, White
	324	1206	1,500.00 *	Plaza – STX
	325	5300	55.80	Stephen Peter
	326	6690	300.00	Motta
	327	6150	38.21 *	Telephone
	328	2200	1,358.04	Gross Receipts - 01/95

Total:

27,908.01

RUN DATE: 06/29/95 Jnited Corp.: Tenant STX RUN TIME: 4:27 PM General Ledger PAGE 1

General Ledger

Enter Transactions Control Report

	E CODE REF	: 2	CASH DISBURS	SEMENTS DESCRIPTI	ON	ENTRY ACCOUNT	SESSION: 2 AMOUNT
=====	=====	===:					
1	AJE	#2	06/29/95	Feb 1992	Disbursements	615000	108.53
2		#2	06/29/95	Feb 1992	Disbursements	625000	358.97
3	AJE	#2	06/29/95	Feb 1992	Disbursements	669000	300.00
4	AJE	#2	06/29/95	Feb 1992	Disbursements	120600	20,000.00
5	AJĒ	#2	06/29/95	Feb 1992	Disbursements	530000	46.50
6	AJE	#2	06/29/95	Feb 1992	Disbursements	669000	300.00
7	AJE	#2	06/29/95	Feb 1992	Disbursements	625000	986.77
8		#2	06/29/95	Feb 1992	Disbursements	530000	46.50
9	AJE	#2	06/29/95	Feb 1992	Disbursements	625000	12.22
10	AJE	#2	06/29/95	Feb 1992	Disbursements	669000	300.00
11	AJE	#2	06/29/95	Feb 1992	Disbursements	535000	1,194.05
12		#2	06/29/95	Feb 1992	Disbursements	525000	1,002.42
13	AJE	#2	06/29/95	Feb 1992	Disbursements	120600	1,500.00
14		#2	06/29/95	Feb 1992	Disbursements	530000	55.80
15	AJE	#2	06/29/95	Feb 1992	Disbursements	669000	300.00
16	AJE		06/29/95	Feb 1992	Disbursements	615000	38.21
17	AJE		06/29/95	Feb 1992	Disbursements	220000	1,358.04
18	AJE		06/29/95	Feb 1992	Disbursements	105800	27,908.01-
			. ,				
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^{***} End Of Enter Transactions Control Report ***

File: \SONIA\TENANT95\053195.WK3

Virgin Islands Community Bank Account #182-600135 Tenant Account **AJE #2** √

May 1995

(Check #	G/L Acct. #	Disbursements	
	368	5300	45.00 *	M&R – Sun Electric
	369	6400		Amex – Fathi Yusuf
	370	52 5 0	513.26 *	
	371	1210		Peter's Farm Investment Corp.
	372	6690	300.00 *	-
	373	5300		M&R - Ocean Systems
	374	6250	12.08 *	_
	375	5300	199.26 *	M&R - Caribbean Hydro-tech
	376	5300		M&R – Pan American pipe
	377	6260		Water - Country Water
	378	5300		M&R - Rudy Caines
	379	6690		Salary – Larry Motta
	380	5300	90.00 *	
	381	5300	41.85 *	-
	382	1206		Transfer – Plaza STX
	383	5300		M&R – Plumber Hewlett
	384	5250	193.77 *	
				• ,
	385	6150	54.62 *	Telephone
	386	5350	•	Amex – Fathi Yusuf
	387	6690	300.00 *	Salary - Larry Motta
	388	1201	224.75 *	
	389	6150	267.26	Telephone – Global
	390	5300	60.50 *	
	391	6690	300.00 *	,
	392	5300	1,200.00 *	M&R - Rudy Caines
	393	6250	244.88 *	
	394	5300	95.45	M&R – Roof Repair
	395	2200	766.05	Gross Receipts – April 1995

Total O/S:

74,554.94

R'JN DATE: 07/31/95 RUN TIME: 11:19 AM

Jnited Corp.: Tenant STX

General Ledger

Enter Transactions Control Report

SOUR	CE CODE:	2 CASH DISBURS DATE	SEMENTS DESCRIPTION		ENTRY SE	
	=======				ACCOUNT	AMOUNT
1	AJE #2	07/31/95	Cash Disburse	ments 9405	530000	45.00
2	AJE #2	, ,	Cash Disburse		640000	3,934.74
3	AJE #2		Cash Disburse		525000	513.26
4	AJE #2		Cash Disburse	ments 9405	121000	60,000.00
5	AJE #2		Cash Disburse	ments 9405	669000	300.00
6	AJE #2	07/31/95	Cash Disburse	ments 9405	530000	90.00
7	AJE #2	07/31/95	Cash Disburse	ments 9405	625000	12.08
8	AJE #2	07/31/95	Cash Disburse	ments 9405	530000	199.26
9	AJE #2	07/31/95	Cash Disburse	ments 9405	530000	428.00
10	AJE #2	07/31/95	Cash Disburse	ments 9405	626000	480.00
11	AJE #2	07/31/95	Cash Disburse	ments 9405	530000	1,600.00
12	AJE #2	07/31/95	Cash Disburse	ments 9405	669000	310.12
13	AJE #2	07/31/95	Cash Disburse	ments 9405	530000	90.00
14	AJE #2	07/31/95	Cash Disburse	ments 9405	530000	41.85
15	AJE #2	07/31/95	Cash Disburse	ments 9405	120600	525.00
16	AJE #2	07/31/95	Cash Disburse	ments 9405	530000	265.00
17	AJE #2	07/31/95	Cash Disburse	ments 9405	525000	193.77
18	AJE #2	07/31/95	Cash Disburse	ments 9405	615000	54.62
19	AJE #2		Cash Disburse	ments 9405	535000	2,013.35
20	AJE #2	07/31/95	Cash Disburse	ments 9405	669000	300.00
21	AJE #2	2 07/31/95	Cash Disburse	ments 9405	120100	224.75
22	AJE #2	2 07/31/95	Cash Disburse	ments 9405	615000	267.26
23	AJE #2	2 07/31/95	Cash Disburse	ments 9405	530000	60.50
24	AJE #2	2 07/31/95	Cash Disburse	ments 9405	669000	300.00
25	AJE #2	2 07/31/95	Cash Disburse	ments 9405	530000	1,200.00
26	AJE #2	2 07/31/95	Cash Disburse	ments 9405	625000	244.88
27	AJE #2	07/31/95	Cash Disburse	ments 9405	530000	95.45
28	AJE #2	2 07/31/95	Cash Disburse	ments 9405	220000	766.05
29	AJE #2	07/31/95	Cash Disburse	ments 9405	105800	74,554.94-
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TOTA	LS:	TRANSACTIONS	DEBITS	CREDITS	BALANCE	
		29	74,554.94	74,554.94-	0.00	

*** End Of Enter Transactions Control Report ***

PAGE 1

PAGE 1

Close Current Period Control Report

Generation 15 - Period 04 - Ending 04/30/95

SC	REFERENCE	DATE	DESCRIPTION	ACCOUNT	AMOUNT
			=======================================	: = = = = = = = = = = = = = = = = = = =	
6	AJE #1	05/01/95	Record 1995 Depreciation	160000	2.04-
6	AJE #1	05/01/95	Record 1995 Depreciation	165000	4,128.16-
6	AJE #1	05/01/95	Record 1995 Depreciation	165000	49.21-
6	AJE #1	05/01/95	Record 1995 Depreciation	585000	2.04
6	AJE #1	05/01/95	Record 1995 Depreciation	595000	4,128.16
6	AJE #1	05/01/95	Record 1995 Depreciation	595000	49.21

SOURCE TRANSACTIONS LISTED = 6 ACCOUNT TOTAL = 2265000 SOURCE DEBITS = 4,179.41 SOURCE DEBITS = 4,179.41 SOURCE CREDITS = 4,179.41-DIFFERENCE = 0.00

*** End Of Close Current Period Control Report ***

Page 1 of 1

Virgin Islands Community Bank Account #182-600135

G/L #1058

Tenant Account

AJE #2√

			August 1995	
Che	ck#	G/L Acct. #	Disbursements	
	439	6710		Olson Williams - Contract Labor
	440	6710		Mohamad Hasan - Contract Labor
	441	5350	34.10 *	Ferst Office Supplies
	442	5250	186.70 *	Bryany, White et al
	443	6690	345.62 *	Larry Motta
	444	5300	429.50 *	Errol Lindsey
	445	5300	1,600.00 *	Rudy Caines
	446	6690	300.00 *	Larry Motta
	447	5300	1,600.00 *	Rudy Caines
	448	6250	12.91 *	WAPA
	449	6450	50.77 *	Scotia Bank of PR - Credit Card
	450	6690	300.00 *	Larry Motta
	451	5300	* 00.008	Rudy Caines
	452	5300	325.58	Sonny's Refridgeration
	453	1201	10,000.00 *	Plaza Extra – STX
	454	6150	92.85 *	Vitelco
	455	6150	169.84 *	STSJ Global
	456	5300	90.00	Ocean Systems
	457	6690	300.00 *	Larry Motta
	458	62 50	854.15 *	-
	459	2200	1,000.80	VIBIR
	460	6645	384.89	Dept. of Finance - Property Tax
	461	6645	3,655.32	Dept. of Finance - Property Tax
	462	1201	40,000.00	Plaza – STX
	C	Outstanding	62,868.03	

RUN DATE: 11/09/95

RUN TIME: 4:35 PM

General Ledger

Enter Transactions Control Report PAGE 1

	CE CODE	: 2	CASH DISBURS		TTON			SESSION: 2
LN	REF		DATE	DESCRIP			ACCOUNT	AMOUNT
1	AJE	#2	11/09/95	August	1995	Disbursements	671000	35.00
2	AJE	#2	11/09/95	August 1	1995	Disbursements	671000	300.00
3	AJE	#2	11/09/95	August :	1995	Disbursements	535000	34.10
4	AJE	#2	11/09/95	August	1995	Disbursements	525000	186.70
5	AJE	#2	11/09/95	August	1995	Disbursements	669000	345.62
6	AJE	#2	11/09/95	August	1995	Disbursements	530000	429.50
7	AJE	#2	11/09/95	August	1995	Disbursements	530000	1,600.00
8	AJE	#2	11/09/95	August	1995	Disbursements	669000	300.00
9	AJE	#2	11/09/95	August	1995	Disbursements	530000	1,600.00
10	AJE	#2	11/09/95	August	1995	Disbursements	625000	12.91
11	AJE	#2	11/09/95	August	1995	Disbursements	645000	50.77
12		#2	11/09/95	August	1995	Disbursements	669000	300.00
13	AJE	#2	11/09/95	August	1995	Disbursements	530000	800.00
14	AJE	#2	11/09/95	August	1995	Disbursements	530000	325.58
15	AJE	#2	11/09/95	August	1995	Disbursements	120100	10,000.00
16	AJE	#2	11/09/95	August	1995	Disbursements	615000	92.85
17		#2	11/09/95	August	1995	Disbursements	615000	169.84
18		#2	11/09/95	August	1995	Disbursements	530000	90.00
19	AJE	#2	11/09/95	August	1995	Disbursements	669000	300.00
20	AJE	#2	11/09/95	August	1995	Disbursements	625000	854.15
21	AJE	#2	11/09/95	August	1995	Disbursements	220000	1,000.80
22	AJE	#2	11/09/95	August	1995	Disbursements	664500	384.89
23	AJE	#2	11/09/95	August	1995	Disbursements	664500	3,655.32
24	AJE	#2	11/09/95	August	1995	Disbursements	120100	40,000.00
25	AJE	#2	11/09/95	August	1995	Disbursements	105800	62,868.03-
====		-==			====			
TOTA	ALS:	T	RANSACTIONS	DEBITS		CREDITS	BALANC	
			25	62,868.0)3	62,868.03-	0.	00

^{***} End Of Enter Transactions Control Report ***

EXHIBIT 10

GROSS RECEIPTS PAID BY UNITED TENANT ACCOUNT OWED BY PARTNERSHIP TO UNITED

YEAR	MONTH COVERED BY PAYMENT	MONTH PAYMENT SUBMITTED	AMOUNT
1997	November 1996	January 1997	1501.84
1996	December 1997	January 1997	1504.22
1997	January	February	1236.83
1997	February	April	1343.22
1997	March	April	1230.25
1997	April	May	999.22
1997	May	June	1094.16
1997	July	September	1,806.57
1997	August	September	1088.42
1997	September	October	741.69
1998	December 1997	January 1998	1201.42
1998	January	February	1055.39
1998	February	March	1185.00
1998	March	April	682.29
1998	April	May	699.72
1998	May	June	807.51
1998	June	July	853.32
1998	July	August	999.98
1998	August	September	597.45
1998	September	October	700.06
1998	October	November	1153.85
1998	November	December	1113.85

Page 1 of 3

Virgin Islands Community Bar Account #182-600135	G/L #1058	
Tenant Account		January 1997
Balance per Bank	31-Jan-97	99,115.69 *
Deposits in Transit	31-Jan-97	0.00
Outstanding Checks	31-Jan-97	(5,609.49)
Other		0.00
Adjusted Bank Balance	31-Jan-97	93,506.20
Balance per Books	31-Dec-96	76,196.84
Deposits - Tenants	31-Jan-97	31,703.34
Deposits - Telephone	31-Jan-97	408.41
Disbursements	31-Jan-97	(14,794.89)
Returned Check		0.00
O/S Check Recorded in Error		0.00
Bank Charges		(7.50)
Returned Check Fee		0.00
Adjusted Book Balance	31-Jan-97	93,506.20
	Delta:	(0.00)

Page 2 of 3

	January 1997	
Date	Deposits	Lessor
07.1.07	200.00.*	N. a. J. C. C. C.
07-Jan-97		Natty's Cafeteria
07-Jan-97		Low-a-Chee
07-Jan-97		Mutual of Omaha
07-Jan-97	•	Perfection Store
07-Jan-97		Univ. of Pittsburg
07-Jan-97	1,562.50 *	
07-Jan-97	2,100.00 *	Maxine Francis
07-Jan-97	2,187.50 *	Island Finance
09-Jan-97	300.00 *	Kirbco Radio
09-Jan-97	1,000.00 *	Perfection Store
09-Jan-97	1,166.67 *	MI Men's Wear
09-Jan-97	675.00 *	Cyto Lab
10-Jan-97	3,250.00 *	Plaza Laundry
13-Jan-97	1,000.00 *	Bees' Record Shop
13-Jan-97	2,600.00 *	JP Sales
14-Jan-97	781.25 *	Plaza Florist
14-Jan-97	950.00 *	VIW Union
16-Jan-97	1,166.67 *	MI Men's Wear
17-Jan-97	* 00.00	USW Union - #8218
21-Jan-97	700.00 *	Ice Cream
22-Jan-97	625.00 *	Beauty Salon
24-Jan-97	781.25 *	47th Street Jwelery
24-Jan-97	1,250.00 *	Dr. FJ Alanzo
27-Jan-97	2,600.00 *	JP Sales
29-Jan-97	1,000.00 *	Plaza Cafe
29-Jan-97	1,000.00 *	USW Union - #8526
31-Jan-97	782.50 *	Kay Travels
Deposits	31,703.34	
25-Oct-96	408.41 *	Pay Phones

Page 3 of 3

		January 1997	
Check #	G/L Acct. #	Disbursements	
774		415.00	Joseph Greenway - 08/02/96
873		178.75	Sonny's Refridgeration
909		1,105.00	General Electric
914		306.52	Global Telecommunications
\rightarrow 915		1,504.22	VIBIR
916		200.00	Roberto Rivera
917		1,900.00	Rudy Caines
891		1,500.00 *	
892			Larry Motta
893		44.63 *	
894			Global Telecommunications
\rightarrow 895		1,501.84 *	
896		2,000.00 *	
897		200.00 *	Roberto Rivera
898		100.00 *	Donation
899		300.00 *	Larry Motta
900		602.56 *	WAPA
901		450.73 *	WAPA
902		226.05 *	Texaco
903		200.00 *	Roberto Rivera
904			Larry Motta
905		300.00 *	Larry Motta
906			Roberto Rivera
907		300.00 *	Larry Motta
908		13.49 *	WAPA
910			Roberto Rivera
911		300.00 *	Larry Motta
912		38.07 *	Vitelco
913		540.13 *	WAPA
		(14,794.89)	

COMMUNITY BANK



"We Are Community"

20

UNITED CORP TENANT ACCOUNT PO BOX 763 CHRISTIANSTED VI 12-13 Kings St P.O. Box 460 Christiansted, St. Croix, USVI 00821-0460 (809) 773-0440

00821

5 Strand St Fredriksted St. Croix, USVI 00840 (809) 772-0050

MEMBER F.D.I.C. STATEMENT DATE

01/31/97

018260013E

CYCLE-03:

ACCOUNT NUMBER 0182600135 TAX ID NUMBER 66-0391237 PREVIOUS STATEMENT BALANCE AS OF 12/31/96 77,371.59 PLUS 28 DEPOSITS AND OTHER CREDITS /32,111.75 LESS 25 CHECKS AND OTHER DEBITS 10,360.15 LESS CYCLE SERVICE CHARGE 7.50 CURRENT STATEMENT BALANCE AS OF 01/31/97 NUMBER OF DAYS IN THIS STATEMENT PERIOD 31

***	CHECK T	RANSACTIONS	***			
	SERIAL	DATE	TMUCMA	SERIAL	DATE	TMUCMA
	වවව	01/02	291.00	901	01/09	450.73
	889	01/02	200.00	902	01/13	226.05
	890	01/03	90.00	903	01/14	200.00
	871	01/02	1,500.00	904	01/15	312.10
	892	01/02	300.00	905	01/13	300,00
	893	01/02	44.63	906	01/22	200.00
	894	01/09	149.55	907	01/22	300.00
	895	01/09	1,501.84	908	01/23	13.49
•	වඉන	01/16	Z:000.00	910*	01/28	200.00
	897	01/09	200.00	911	01/29	300.00
	898	01/17	100.00	912	01/27	38.07
	899	01/09	300.00	913	01/27	540.13
	900	01/09	602,56			

*** CHECKING ACCOUNT TRANSACTIONS DATE DESCRIPTION 01/07 DEPOSIT 01/09 DEPOSIT 01/09 DEPOSIT 01/10 DEPOSIT 01/10 DEPOSIT 01/10 DEPOSIT 01/11 DEPOSIT 01/12 DEPOSIT 01/14 DEPOSIT 01/14 DEPOSIT 01/14 DEPOSIT 01/17 DEPOSIT 01/17 DEPOSIT 01/17 DEPOSIT 01/21 DEPOSIT 01/22 DEPOSIT 01/22 DEPOSIT 01/24 DEPOSIT 01/25 DEPOSIT 01/27 DEPOSIT 01/27 DEPOSIT 01/29 DEPOSIT 01/29 DEPOSIT 01/29 DEPOSIT 01/29 DEPOSIT 01/29 DEPOSIT 01/21 DEPOSIT	DEBITS CRED 300 400 475 1,000 1,2562 2,187 300 1,000 1,166 675 3,250 1,000 2,600 781 950 1,166	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00
OLIOL OCCUME CHECK LONG OF CHICAGE	(: 00	072-2896

ISLANDS VIR **COMMUNITY BANK**



"We Are Community"

12-13 Kings St P.O. Box 460 Christiansted, St. Croix, USVI 00821-0460 (809) 773-0440

5 Strand St Fredriksted St. Croix, USVI 00840 (809) 772-0050

MEMBER F.D.I.C.

STATEMENT DATE

01/31/97

PAGE

0182600135

ACCOUNT NO.

CYCLE-031

UNITED CORP TENANT ACCOUNT PO BOX 763 CHRISTIANSTED VI 00821

25

*** BA	LANCE BY DATE	***					
12/31	77,371.59	01/02	75,035.96	01/03	74,945.96	01/07	84,220.96
01/09	83,482.95	01/10	87,407.95	01/13	90,481.90	01/14	92,013.15
01/15	91,701.05	01/16	90,867.72	01/17	91,567.72	01/21	92,267.72
01/22	92,801.13	01/23	92,787.64	01/24	94,818.89	01/27	96,840.69
01/28	96,640.69	01/29	98,340.69	01/31	99,115.69		

Page 1 of 3

Virgin Islands Community Bar Account #182-600135	G/L #1058	
Tenant Account		February 1997
Balance per Bank	28-Feb-97	110,226.12 *
Deposits in Transit	28-Feb-97	0.00
Outstanding Checks	28-Feb-97	(19,591.75)
Other		0.00
Adjusted Bank Balance	28-Feb-97	90,634.37
Balance per Books	31-Jan-97	93,506.20
Deposits - Tenants	28-Feb-97	33,579.92
Deposits - Telephone	28-Feb-97	304.05
Disbursements	28-Feb-97	(36,748.30)
Returned Check		0.00
O/S Check Recorded in Error		0.00
Bank Charges		(7.50)
Returned Check Fee		0.00
Adjusted Book Balance	28-Feb-97	90,634.37
	Delta:	(0.00)

Page 2 of 3

	February 1997	
Date	Deposits	Lessor
Feb-97	001 25 *	Plaza Florist
Feb-97		
Feb-97	300.00 *	Mutual of Omaha
Feb-97		Univ. of Pittsburg
Feb-97	•	USW Union
Feb-97		VIW Union
Feb-97		Island Finance
Feb-97		Plaza Laundry
Feb-97	•	Best Furniture
Feb-97		Dr. Low-A-Chee
Feb-97		USW Union
Feb-97		Cyto Lab
Feb-97		Kay Travels
Feb-97	781.25 *	Plaza Florist
Feb-97	* 00.00	USW Union
Feb-97	7,000.00 *	Best Furniture
Feb-97	781.25 *	Emilio Perez
Feb-97	1,166.67 *	MI Menswear
Feb-97	125.00 *	Natty
Feb-97		Dr. F.J. Alonso
Feb-97	425.00 *	Beauty Salon
Feb-97	700.00 *	Ice Creaam
Deposits	33,579.92	
25-Oct-96	304.05 *	Pay Phones

Page 3 of 3

		February 1997	
Check #	G/L Acct. #	Disbursements	
774	O/S	415.00	Joseph Greenway - 08/02/96
873	O/S	178.75	Sonny's Refridgeration
918		300.00 *	Larry Motta
919		90.00 *	Ocean Systems
920		1,087.55 *	
921		4,777.92 *	Inter-Ocean - What kind of Insurance?
922		2,797.00 *	Power Depot - Electrician
923			Robert Rivera
924		13.49 *	WAPA
925		300.00 *	Larry Motta
926			Plaza Transfer
927		200.00 *	Robert Rivera
928		300.00 *	Larry Motta
929		2,384.34 *	
930		200.00	Robert Rivera
931		300.00 *	Larry Motta
932	O/S	7,700.00	Plaza Transfer
933	O/S	146.58	Telephone
934	O/S	4,156.00	Florida Welding - Repairs
935	O/S	90.84	Attorney Fees
936	O/S	227.75	AC Repair
937	O/S	>>>?<<<	•
938	O/S	5,000.00	Plaza Transfer
939	O/S	1,236.83	Gross Receipts - Jan. 1997
940	O/S	40.00	Telephone
941	O/S	200.00	Robert Rivera

36,748.30

MIMIENIONE BANK 12-13 Kings St P.O. Box 460 Christiansted, Christiansted, St. Croix, USVI St. Croix, USVI 00821-0460 (809) 772-0050 (809) 773-0440 St. Croix, USVI 00840 MEMBER F.D.I.C. "We Are Community" STATEMENT DATE UNITED CORP TENANT ACCOUNT PO BOX 763 02/28/97 CHRISTIANSTED VI 00821 018260013t ACCOUNT NO. CYCLE-031 *** CHECKING *** BUSINESS CHECKING ACCOUNT NUMBER 0182600135 TAX ID NUMBER PREVIOUS STATEMENT BALANCE AS OF 01/31/97 PLUS 23 DEPOSITS AND OTHER CREDITS LESS 18 CHECKS AND OTHER DEBITS LESS CYCLE SERVICE CHARGE CURRENT STATEMENT BALANCE AS OF 02/28/97 NUMBER OF DAYS IN THIS STATEMENT PERIOD 28 TAX ID NUMBER 66-0391237 99,115.69 33,883.97 22,766.04 7.50 110,226.12 *** CHECK TRANSACTIONS *** SERIAL DATE SERIAL 922 923 924 925 926 927 928 DATE 02/03 02/07 02/06 02/04 02/13 TRUCIMA DATE **TAUDOMA** 02/19 02/11 909 2,797.00 1,105.00 306.52 1,504.22 02/11 02/10 02/13 02/14 200.00 914* 915 13.49 916 917 200.00 300.00 5,000.00 02/21 02/19 02/26 02/24 918 919 200.00 02/06 300.00 02/06 02/07 90.00 1,087.55 4,777.92 9Ž0 2,384.34 02/14 931* 300.00 *** CHECKING ACCOUNT TRANSACTIONS *** DATE DESCRIPTION CREDITS DEBITS 02/03 DEPOSIT 881.25 02/05 DEPOSIT DEPOSIT 300.00 02/05 475.00 02/05 DEPOSIT 1,250.00 02/05 DEPOSIT 1,500.00 02/10 02/10 02/10 950.00 2,187.50 3,150.00 DEPOSIT DEPOSIT DEFOSIT 02/10 DEPOSIT 7,000.00 02/12 DEPOSIT 02/13 DEPOSIT 02/14 DEPOSIT DEPOSIT DEPOSIT 400.00 1,000.00 675.00 02/18 02/20 02/20 782.00 781.25 DEPOSIT DEPOSIT 800.00 DEPOSIT 02/20 02/24 02/24 02/24 02/24 02/26 DEPOSIT DEPOSIT 7,000.00 304.05 781.25 DEPOSIT DEPOSIT 1,166.67 DEPOSIT 02/27 02/28 DEPOSIT 1,250.00 DEPOSIT 02/28 DEPOSIT 700.00 CYCLE SERVICE CHARGE 7.50 02/03 98,891.94 02/04 02/05 102,216.94

Page 1 of 3

Virgin Islands Community Ba Account #182-600135 Tenant Account	nk	G/L #1058	
		<u>March 1997</u>	
Balance per Bank	31-Mar-97	96,935.38 *	
Deposits in Transit	31-Mar-97	0.00	
Outstanding Checks	31-Mar-97	(3,205.35)	
Other		0.00	
Adjusted Bank Balance	31-Mar-97	93,730.03	
Balance per Books	28-Feb-97	90,634.37	
Deposits - Tenants	31-Mar-97	30,756.17	
Deposits - Telephone	31-Mar-97	271.11	
Disbursements	31-Mar-97	(12,924.12)	
Returned Check		0.00	
O/S Check Recorded in Error		0.00	
Bank Charges		(7.50)	
Check Not Recorded #937		(15,000.00)	Mohamed Yousef Hamdan - Interest
Adjusted Book Balance	31-Mar-97	93,730.03	
	Delta:	(0.00)	

Page 2 of 3

	March 1997	_
Date	Deposits	Lessor
Mar-97	475.00 *	Mutual of Omaha
Mar-97	1,500.00 *	USW Union
Mar-97	1,562.50 *	
Mar-97	125.75 *	Natty's
Mar-97	2,187.50 *	Island Finance
Mar-97	675.00 *	Cyto Lab
Mar-97	1,250.00 *	Univ. of Pitt.
Mar-97	300.00 *	Kirbco - Other Income
Mar-97	400.00 *	Dr. Low-A-Chee
Mar-97	950.00 *	VI Union
Mar-97	1,000.00 *	JP Sales
Mar-97	3,150.00 *	Plaza Laundry
Mar-97	700.00 *	Claudett Maynard
Mar-97	7,000.00 *	Best Furniture
Mar-97	800.00 *	USW Union
Mar-97	100.00 *	Natty's
Mar-97	1,000.00 *	USW Union
Mar-97	1,250.00 *	Alanso
Mar-97	781.25 *	Not Recorded - No Deposit Slip
Mar-97	782.50 *	Not Recorded - No Deposit Slip
Mar-97	1,166.67 *	No Deposit Slip
Mar-97	1,000.00 *	▲
Mar-97	2,600.00 *	JP Sales
Deposits	30,756.17	
25-Oct-96	271.11 *	Pay Phones

Page 3 of 3

March	1997
Dial.	

		March 1997	
Check #	G/L Acct. #	Disbursements	
	· <u>-</u> -		
774	O/S	415.00	Joseph Greenway - 08/02/96
775	O/S	179.15	Telephone
776	O/S	2,111.20	American Express
777	O/S	300.00	Larry Motta
942		300.00 *	Larry Motta
943		213.02 *	Bryant, White
944		40.00 *	Vitelco
945		300.00 *	Larry Motta
946		200.00 *	Roberto Rivera
947		1,200.00 *	Plaza Transfer
948		1,100.00 *	Greenway - Plumber
949		Void *	
950		1,900.00 *	Rudy Caines - M&R
951		Void *	=
952		200.00 *	Roberto Rivera
953		300.00 *	Larry Motta
954		533.19 *	WAPA
955		305.00 *	Larry Motta
956			Roberto Rivera
957		969.34 *	WAPA
958		383.22 *	Shur Power
959		90.00 *	Ocean Systems
960		1,900.00 *	
961	O/S	200.00	Roberto Rivera

12,924.12

VIRGIN ISLANDS OMMUNITY BANK

"We Are Community"

MEMBER F.D.I.C. STATEMENT DATE

0182600135

03/31/97

ACCOUNT NO.

CYCLE-031

UNITED CORP TENANT ACCOUNT PO BOX 763_ CHRISTIANSTED VI 00821

*** CHECKING *** BUSINESS CHECKING
ACCOUNT NUMBER 0182600135 TAX ID NUMBER
PREVIOUS STATEMENT BALANCE AS DF 02/28/97
PLUS 24 DEPOSITS AND OTHER CREDITS
LESS 29 CHECKS AND OTHER DEBITS
LESS CYCLE SERVICE CHARGE
CURRENT STATEMENT BALANCE AS DF 03/31/97
NUMBER OF DAYS IN THIS STATEMENT PERIOD 31 66-0391237 110,226.12 31,027.28 44,310.52 7.50 96,935.38

*** CHECK TRANSACTIONS *** DATE 03/27 03/20 TAUCIMA THUCMA SERIAL SERIAL DATE 03/14 03/10 03/11 945 946 383.22 969.34 178.75 200.00 873 93**0*** 93**2*** 933 03/04 7,700.00 947 200.00 **03/05** 146.58 948 03/11 305.00 **9**3/12 **9**3/95 03/13 03/18 03/18 533.19 213.02 200.00 9:34 4,156.00 949 935 90.84 950 936 227.75 951 03/05 300.00 937 03/17 95Ž 03/19 15,000.00 03/17 03/20 03/26 03/25 03/25 938 1,900.00 953 03/04 5,000,00 1,100.00 955* 939 03/10 1,236.83 956 957 1,200.00 7/469 **9**3793 40.00 200.00 200.00 941 03/04 03/03 300.00 300.00 958 942 03/24 40.00 959 943 03/06 1,900.00 03/07 90.00

*** CHECKING ACCOUNT TRANSACTIONS ***
DATE DESCRIPTION DEBITS CREDITS 475.00 03/03 DEPOSIT 03/04 DEPOSIT 03/04 DEPOSIT 03/05 DEPOSIT 1,500.00 1,562.50 125.75 675.00 1,250.00 03/07 DEPOSIT 03/07 03/07 DEPOSIT DEPOSIT 2,187.50 300.00 03/10 DEPOSIT 03/10 DEPOSIT 03/10 DEPOSIT 400.00 950.00 03/10 1,000.00 DEPOSIT 03/12 03/13 03/13 DEPOSIT 3,150.00 DEPOSIT 700.00 DEPOSIT 7,000.00 03/18 DEPOSIT 800.00 03/19 DEPOSIT 03/19 DEPOSIT 03/19 DEPOSIT 100.00 1,000.00 1,250.00 03/20 DEPOSIT 03/20 DEPOSIT 03/20 DEPOSIT 781.25• 782.50• 1,166.67 03/25 DEPOSIT 271.11 03/25 DEPOSIT 03/27 DEPOSIT 03/31 CYCLE SERVICE CHARGE 2,600.00 1,000.00 7.50

072-2857



"We Are Community"

29

12-13 Kings St P.O. Box 460 Christiansted, St. Croix, USVI 00821-0460 (809) 773-0440

Fredriksted St. Croix, USVI 00840 (809) 772-0050

UNITED CORP TENANT ACCOUNT PO BOX 763 CHRISTIANSTED VI

00821

03/31/97

MEMBER F.D.I.C.

STATEMENT DATE

0182600135

ACCOUNT NO.

CYCLE-03

*** B/	ALANCE BY DATE	***					
02/28	110,226.12	03/03	110,361.12	03/04	100,523.62	03/05	100,184.20
03/0 <i>6</i>	98,284.20	03/07	102,306.70	03/10	102,750.53	03/11	102,245.53
09/12	101,239.53	03/13	101,406.34	03/14	101,023.12	03/17	93,023.12
03/18	93,410.10	03/19	95,460.10	0 3/20	96,090.52	03/24	96,050.52
03/25	97+221.63	03/26	96,121.63	Ø3/27	96,942.88	03/31	96,935.38

Page 1 of 3

Virgin Islands Community Account #182-600135	G/L #1058	
Tenant Account		April 1997
Balance per Bank	30-Apr-97	80,542.80 *
Deposits in Transit	30-Apr-97	0.00
Outstanding Checks	30-Apr-97	(2,278.21)
Other		0.00
Adjusted Bank Balance	30-Apr-97	78,264.59
Balance per Books	31-Mar-97	93,730.03
Deposits - Tenants	30-Apr-97	25,761.67
Deposits - Telephone	30-Apr-97	278.79
Disbursements	30-Apr-97	(40,669.09)
Check Order - Harland		(44.06)
Accounts Receivable		(781.25)
Bank Charges		(7.50)
Nsf Check Charges		(4.00)
Adjusted Book Balance	30-Apr-97	78,264.59
	Delta:	(0.00)

ъ	April 1997	
Date	Deposits	Lessor
Apr-97	3,150.00 *	Plaza Laundry
Apr-97	2,600.00 *	JP Sales
Apr-97	2,187.50 *	Island Finance
Apr-97	1,600.00 *	
Apr-97	1,500.00 *	
Apr-97	1,250.00 *	
Apr-97	1,250.00 *	
Apr-97		MI Mens Wear
Apr-97		New Plaza Cafe
Apr-97		USW Union
Apr-97		USW Union
Apr-97	800.00 *	VI Union
Apr-97	782.50 *	Kay Travels
Apr-97	781.25 *	Perez
Apr-97	781.25 *	Subway
Apr-97	781.25 *	Subway
Apr-97	781.25 *	Gill Electronics - Sec. Deposit
Apr-97		Ice Cream
Apr-97	675.00 *	TJ Mohamad
Apr-97	525.00 *	Beauty Shop - Dina
Apr-97	475.00 *	Mutual of Omaha
Apr-97	425.00 *	Beauty Shop - Dina
Apr-97	400.00 *	Dr. Low-A-Chee
Apr-97	100.00 *	Beauty Shop - Dina
Apr-97	100.00 *	Natty's
Deposits	25,761.67	
25-Oct-96	278.79 *	Pay Phones

Ch	eck#	G/L Acct#	April 1997 Disbursements	
	774	O/S	415.00	Joseph Greenway - 08/02/96
	965		1,343.22 *	VIBIR - Gross Tax - Feb. 1997
	966		14,000.00 *	Plaza Transfer
	967		1,110.18 *	WAPA
	968		474.13 *	WAPA
	969		200.00 *	Robert Rivera
	970		300.00 *	Larry Motta
	971		2,300.00 *	Rudy Caines
	972		2,000.00 *	Plaza Transfer
	973		200.00 *	Beeper - Achley
	974		445.67 *	Legal Fees
	975		240.00 *	Glass Shop
	976		225.00 *	Accounting Fees
	977		741.00 *	VIBIR
	978		3,087.00 *	VIBIR
	979		200.00 *	Robert Rivera
	980		300.00 *	Larry Motta
	981		90.00 *	Ocean Systems
	982		14.06 *	WAPA
	983	O/S	100.00	M&R - Electrical
	984		6,000.00 *	Plaza Transfer
	985	O/S	174.96	Telephone
	986		2,863.64 *	American Express
	987		63.90 *	Telephone
	988		200.00 *	Robert Rivera
	989		40.00 *	Telephone
	990		1,018.08 *	WAPA
	991		300.00 *	Larry Motta
	992		200.00 *	Robert Rivera
	993	O/S	90.00	Ocean Systems
	994		300.00 *	Larry Motta
	995	O/S	98.00	M&R - Electrical
	996	O/S	170.00	Legal Fees
	997		550.00 *	M&R - Tim Bonit
	998	O/S	1,230.25	VIBIR - Gross Tax - Mar. 1997

40,669.09

Gardine seculosidades OMMERSENCEARS

''We Are Community''

UNITED CORP TENANT ACCOUNT PO BOX 769

CHRISTIANSTED VI

04/15

PO. Box 460 Christiansted,

St. Croix, USVI 00821-0460 (809) 773-0440

STATEMENT DATE

04/30/97

JEMBER F.D.I.C

0182600135

ACCOUNT NO.

CYCLE-031 33

*** CHECKING *** BUSINESS CHECKING
ACCOUNT NUMBER 0182600135 T
PREVIOUS STATEMENT BALANCE AS OF 03/31/97
PLUS 26 DEPOSITS AND OTHER CREDITS
LESS 34 CHECKS AND OTHER DEBITS
LESS CYCLE SERVICE CHARGE
CURRENT STATEMENT BALANCE AS OF 04/30/97
NUMBER OF DAYS IN THIS STATEMENT PERIOD 30 66-0391237 96-935.38 26-040-46 TAX ID NUMBER 42,425.54 80,542.80

*** CHECK TRANSACTIONS *** 2,111.20v SERIAL 977 978 979 DATE 04/24 AMOUNT 741.00 SERIAL DATE 04/28 04/23 3,087.00 04/91 960* 04/15 04/16 04/18 200.00 300.00 962* 963 04/04 179.15 200.00 300.00 04/92 04/92 980 981 982 964 90.00 04/18 04/16 04/22 04/23 04/23 04/21 04/21 1,343.22 965 04/97 14.06 984* 6,000.00 766 04/08 14:000.00 2,863.64 1,110.18 986* 967 04/97 474.13 937 968 04/07 969 970 971 972 973 200.00 300.00 988 200.00 04/08 04/99 989 40.00 2,300.00 990 04/09 1,018.08 04/23 04/29 04/28 04/28 991 992 300.00 200.00 300.00 04/14 04/11 200.00 994* 04/16 445.67 974 975 04/15 240.00 997* 550.00

*** CHECKING ACCOUNT TRANSACTIONS *** CREDITS 525.00 DATE DESCRIPTION DEBITS 04/01 DEPOSIT 04/01 DEPOSIT 1,000.00 04/01 DEPOSIT 1,600.00 DEPOSIT 04/02 475.00 1,500.00 781.25 2,187.50 04/02 DEPOSIT 04/04 DEPOSÎT 04/04 DEPOSÎT 950.00 04/08 DEPOSIT 04/08 DEPOSIT 1,250.00 DEPOSIT 675.00 781.25 04/09 04/09 DEPOSIT 04/11 DEPOSIT 3,150.00 04/14 04/15 DEFOSIT 400.00 DEFOSIT 700.00 04/16 DEPOSIT 781.25 04/17 04/17 04/17 DEPOSIT 100.00 DEPOSIT 781.25 DEPOSIT 300.00 04/17 04/17 04/17 04/21 DEPOSIT 1,000.00 DEPOSIT 1,166.67 DEPOSIT 1,250.00 785,25 04/24 DEPOSIT 04/28 DEPOSIT 04/28 DEPOSIT 278.79 100.00 782.50

225.00

TREE NAME WANTERSHIP PARTICIONE

'We Are Community"

3.3

PO. Box 460 Christiansted, St. Croix, USVI 00821-0460 (809) 773-0440

St. Croix, USVI 00840 (809) 772-0050

MEMBER F.D.I.C. STATEMENT DATE

04/30/97

0182600135

144.00

ACCOUNT NO.

CYCLE-031

UNITED CORP TENANT ACCOUNT PO BOX 763 CHRISTIANSTED VI 00921

*** CHECKING ACCOUNT TRANSACTIONS *** DATE DESCRIPTION DEBITS CREDITS 04/30 DEPOSIT 425.00 2,600.00 04/30 CYCLE SERVICE CHARGE 7.50 *** BALANCE BY BATE ***
33/31 96.935.38 04/0
04/07 99.286.25 04/0
04/14 87.492.50 04/0
04/18 92.556.94 04/0
04/24 78.433.80 04/0 99,424.18 86,142.50 87,549.02 84,513.61 77,525.30 97,949.18 87,286.25 87,081.83 90,713.61 03/31 04/07 102,213.78 89,092.50 04/01 04/02 04/04 04/11 04/09 04/08 92,646.94 04/16 04/22 04/29 ŏ4/17 04/14 04/18 04/15 04/21 04/28 04/23 04/30 78,199.07 80,542.80 04/24 77,725,30

182600135 UNITED CORPORATION 97097121230 00000002180

200 COMM DT TRIP DELIVERY TAX 34.65 9.41 .00

HURLAND

VICB VIRGIN ISLANDS COMMUNITY BANK

TOTAL

44.06

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CHECKING ACCOUNT CHARGE BACK

Date <u>APRIL 21.1997</u>

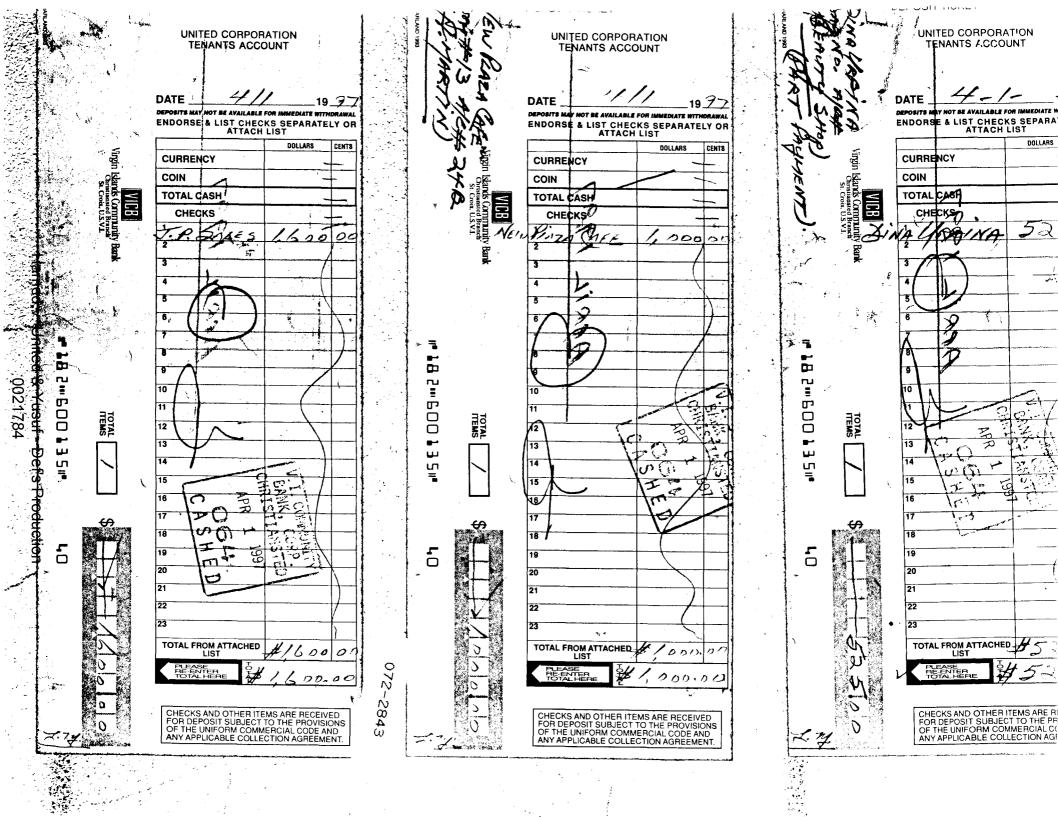
REASON CODE:	
_X 11 - NSF	Account Number 182-600135
22 - Account Closed	тс11
33 - No Account 44 - Stop Payment 55 - Other	CHECK#3690 BY SUBBUSTERS, INC. DBA SUBWAY AMT\$781.25
UNITED CORPORATION TENANT ACCT.	
P.O.BOX 763	AMOUNT \$781.25
C'STED, V.I. 00821	FEES4.00

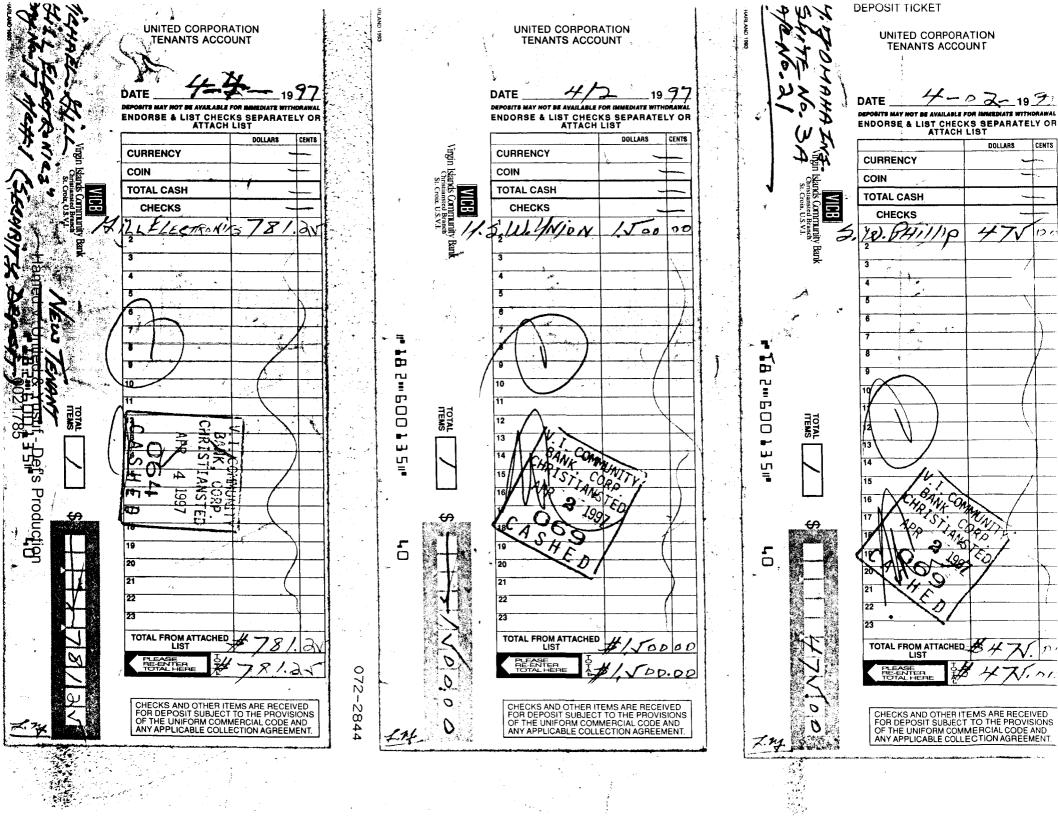
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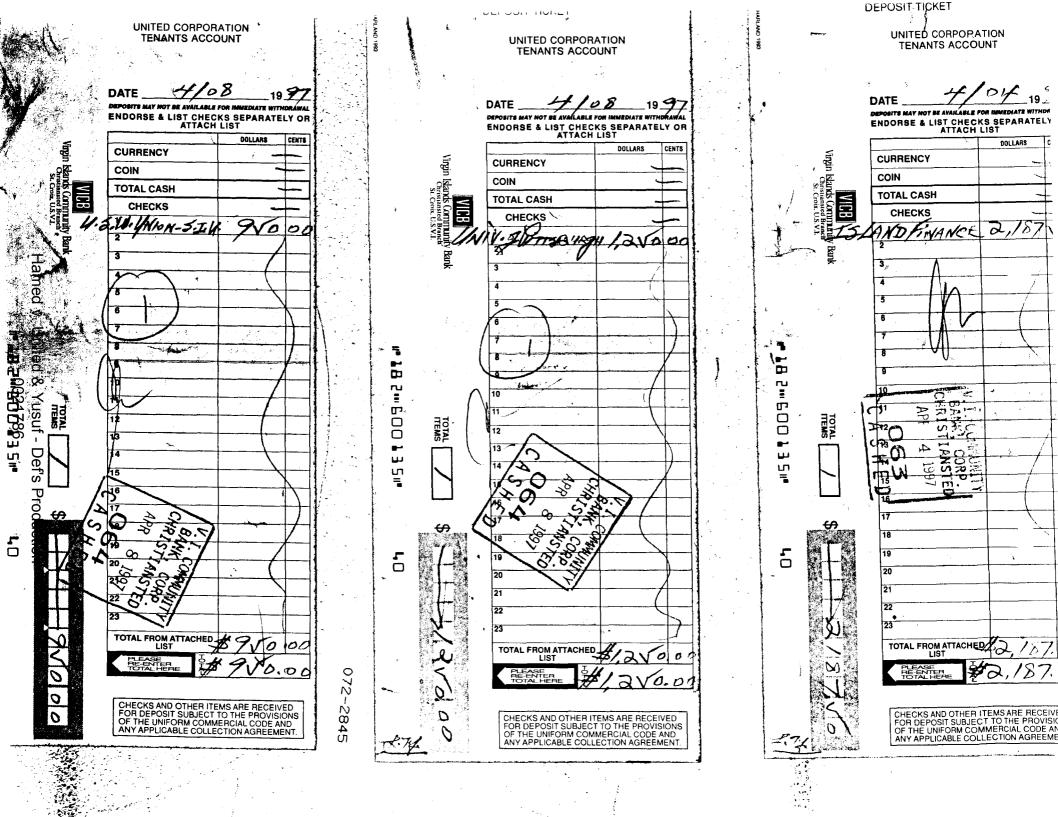
18 2500 135#

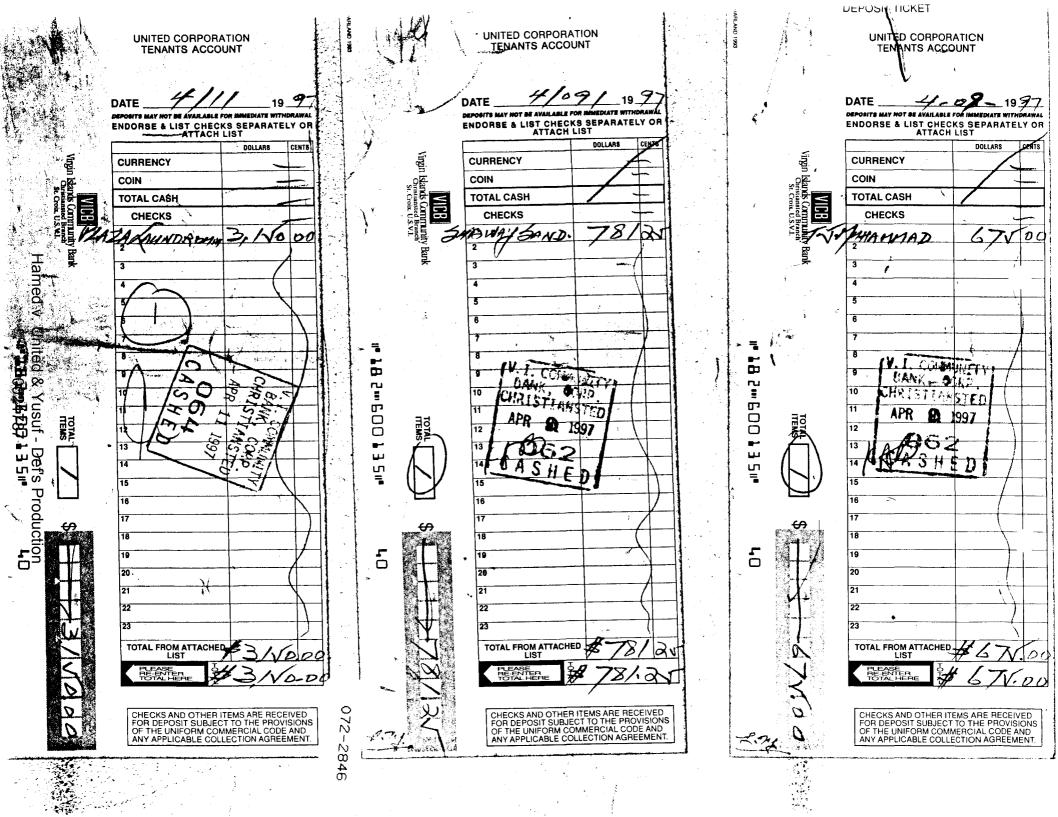
TOTAL

11,0000078525





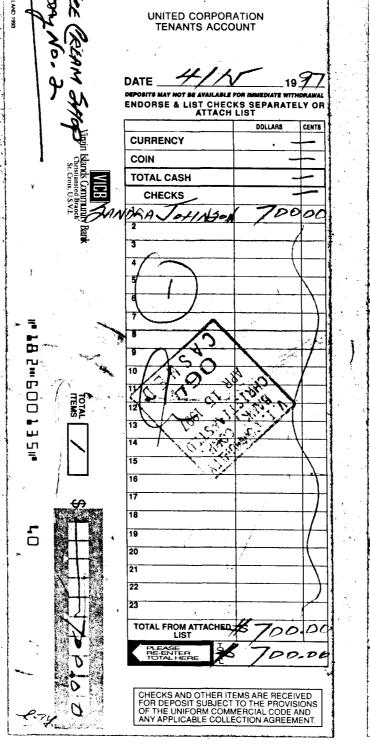




UNITED CORPORATION **TENANTS ACCOUNT**

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CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE AND ANY APPLICABLE COLLECTION AGREEMENT.



TOTAL CASH CHECKS - 986台号00-12 Def's 15 Production 20 TOTAL FROM ATTACHED LIST CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE AND ANY APPLICABLE COLLECTION AGREEMENT.

UNITED CORPORATION

TENANTS ACCOUNT

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

ENDORSE & LIST CHECKS SEPARATELY OR ATTACH LIST

DOLLARS

DATE

CURRENCY

COIN

072

284

PER CONTRIBUTE

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RLAND 1983	3	UNITED CORPORATION TENANTS ACCOUNT	:	P. R.S.	UNITED CORPORATION TENANTS ACCOUNT
		DATE 1997 DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL ENDORSE & LIST CHECKS SEPARATELY OR ATTACH LIST DOLLARS (CENTS)		Key 19 NE Ce	DATE
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	klann Chris Si	COIN		トイプを整	COIN
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		CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE AND ANY APPLICABLE COLL COLLAND.	.28		CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS
f. The	y	OF THE UNIFORM COMMERCIAL CODE AND ANY APPLICABLE COLLECTION AGREEMENT.	072-2850	2 34	OF THE UNIFORM COMMERCIAL CODE AND ANY APPLICABLE COLLECTION AGREEMENT.
		and a substituting the substitution of the companion of the substitution of the substi	. ~		

DEPOSIT TICKET

Page 1 of 3

Virgin Islands Community Account #182-600135 Tenant Account	G/L #1058		
	,	May 1997	
Balance per Bank	31-May-97	102,000.30	
Deposits in Transit	31-May-97	0.00	
Outstanding Checks	31-May-97	(3,310.57)	
Other		0.00	
Adjusted Bank Balance	31-May-97	98,689.73	
Balance per Books	30-Apr-97	78,264.59	
Deposits - Tenants	31-May-97	28,249.17	
Deposits - Telephone	31-May-97	269.41	
Disbursements	31-May-97	(8,085.94)	
Accounts Receivable		0.00	
Bank Charges		(7.50)	
Nsf Check Charges		0.00	
Adjusted Book Balance	31-May-97	98,689.73	
	Delta:	(0.00)	

Page 2 of 3

	May 1997	
Date	Deposits	Lessor
01- Ma y-97	1,500.00 *	USW Union
02-May-97	475.00 *	Mutual of Omaha
02-May-97	437.50 *	Bee's Recors Shop
06-May-97	300.00 *	Kirbco Radio
07-May-97	2,187.50 *	Island Finance
07-May-97	1,250.00 *	Univ. of Pitt.
09-May-97	700.00 *	Ice Cream
13-May-97	950.00 *	VI Union
14-May-97	400.00 *	Dr. Low-A-Chee
14-May-97	675.00 *	Cyto Lab
14-May-97	1,562.50 *	Plaza Florest
15-May-97	1,166.67 *	MI Mens Wear
15-May-97	781.25 *	Subway: Re-Deposit
16-May-97		USW Union
17-May-97	7,000.00 *	Best Furniture
17-May-97	200.00 *	Beauty Shop - Dina
17-May-97	625.00 *	Natty's
22-May-97	781.25 *	Perez
23-May-97	* 00.00	USW Union
23-May-97	1,250.00 *	Alanso
28-May-97	782.50 *	Kay Travels
28-May-97	2,925.00 *	Plaza Laundry
30-May-97	500.00 *	Beauty Shop - Dina
Deposits	28,249.17	
23-May-97	269.41 *	Pay Phones

Check #	G/L Acct. #	May 1997 Disbursements	
774	O/S	415.00	Joseph Greenway - 08/02/96
999		200.00 *	Robert Rivera
1000		1,900.00 *	Rudy Caines
1001		305.00 *	Larry Motta
1002		100.00 *	General Purpose
1003		499.49 *	WAPA
1004		200.00 *	Robert Rivera
1005		14.06 *	WAPA
1006		95.00 *	Bryant, White
1007			Larry Motta
1008	O/S	100.00	General Purpose
1009		176.82 *	Bryant, White
1010	O/S	669.21	American Express
1011		100.00 *	M&M Construction
1012		200.00 *	Robert Rivera
1013		210.00 *	Bryant, White
1014			Larry Motta
1015		90.00 *	Ocean Systems
1016		200.00 *	Robert Rivera
1017	O/S	151.64	Telephone - TresCom
1018	O/S	40.50	Vitelco
1019		300.00 *	Larry Motta
1020	O/S	999.22	VIBIR - Gross Receipts
1021	O/S	200.00	Robert Rivera
1022	O/S	435.00	Bryant, White
1023	O/S	300.00	Larry Motta
			-

8,085.94

VIRGIN ISLANDS COMMUNITY BANK



"We Are Community"

UNITED CORP TENANT ACCOUNT PO BOX 763

CHRISTIANSTED VI

12-13 Kings St P.O. Box 460 Christiansted, St. Croix, USVI 00821-0460 (809) 773-0440

00821

5 Strand St Fredriksted St. Croix, USVI 00840 (809) 772-0050

MEMBER F.D.I.C. STATEMENT DATE

05/31/97

018260013

ACCOUNT NO.

23			CYCLE-03
PREVIOUS STATEMENT FLUS 24 DE LESS 23 CH LESS CYCL CURRENT STATEMENT E	192600135 BALANCE AS DF 04/30. EPDSITS AND DTHER CRE HECKS AND DTHER DEBI	TAX ID N /97 EDITS TS	80,542.80 29,518.59 7,053.59
*** CHECK TRANSACTI SERIAL DATE 983 05/12 985* 05/02 993* 05/02 995* 05/02 996* 05/15 998* 05/06 998* 05/06 1000 05/08 1001 05/07 1002 05/12 1004 05/13	IONS *** AMDUNT 100.00 174.76 90.00 98.00 170.00 1,200.25 200.00 1,700.00 100.00 497.49 200.00	SERIAL DATE 1005 05/19 1006 05/16 1007 05/14 1009* 05/16 1011* 05/22 1012 05/20 1014 05/21 1015 05/20 1016 05/28 1019* 05/28	AMDUNT 14.06 95.00 300.00 176.82 100.00 200.00 210.00 200.00
*** CHECKING ACCOUNDATE DES 05/01 DEPOSIT 05/02 DEPOSIT 05/02 DEPOSIT 05/04 DEPOSIT 05/07 DEPOSIT 05/07 DEPOSIT 05/07 DEPOSIT 05/14 DEPOSIT 05/14 DEPOSIT 05/14 DEPOSIT 05/14 DEPOSIT 05/14 DEPOSIT 05/15 DEPOSIT 05/15 DEPOSIT 05/16 DEPOSIT 05/17 DEPOSIT 05/19 DEPOSIT 05/19 DEPOSIT 05/20 DEPOSIT	CRIPTION	DEBITS	CREDITS 1,500.00 475.00 4050.00 1,250.00 1,250.00 2,187.00 400.00 6750.00 1,562.25 1,166.60 2,00 6781.25 1,160.00 6781.25 1,250.00 1,250.00 1,250.00 2,700.00 2,700.00 2,700.00 2,700.00 2,700.00 2,700.00 2,700.00
*** BALANCE BY DATE 04/30 80.542.80 05/07 84.075.10 05/13 82.475.10	*** 05/01 82:042.80 05/08 82:195.10 05/14 85:782.60	05/02 82,592.34 05/09 82,895.10 05/15 87,560.52	05/06 81,462.09 05/12 82,695.10 05/16 88,288.70

VIRGIN ISLANDS **COMMUNITY BANK**



"We Are Community"

UNITED CORP TENANT ACCOUNT PO BOX 769

CHRISTIANSTED VI

12-13 Kings St P.O. Box 460 Christiansted, St. Croix, USVI 00821-0460 (809) 773-0440

5 Strand St Fredriksted St. Croix, USVI 00840 (809) 772-0050

MEMBER F.D.I.C.

PAGE

STATEMENT DATE 05/31/97

018260013

ACCOUNT NO.

CYCLE-03

2:)

*** BALANCE BY DATE ***

05/19 05/23 96.099.64 98.390.30 05/20 05/28

95+689.64 101+597.80

00821

05/21 05/30

95,389.64 102,007.80

05/22 05/31

96,070,89 102,000.30 Virgin Islands Community Bank Account #182-600135 Tenant Account

G/L #1058

Teliant Account		July 1997
Balance per Bank	31-Jul-97	149,319.19
Deposits in Transit	31-Jul-97	0.00
Outstanding Checks	31-Jul-97	(2,075.23)
Other		0.00
Adjusted Bank Balance	31-Jul-97	147,243.96
Balance per Books	30-Jun-97	115,982.44
Deposits - Tenants	31-Jul-97	45,164.17
Deposits - Telephone	31-Jul-97	280.68
Disbursements	31-Jul-97	(13,956.83)
Accounts Receivable		0.00
Returned Check		(215.00)
Bank Charges		(7.50)
NSF Check Charges		(4.00)
Adjusted Book Balance	31-Jul-97	147,243.96
	Delta:	0.00

July	1997
	Dono

_	July 1997		•
Date	Deposits		Lessor
01 1 1 07	21 400 00		
01-Jul-97			Subway Sandwich
07-Jul-97	781.25		
07-Jul-97			Ice Cream
07 - Jul-97			Island Finance
07-Jul-97	•		J.P. Sales
07-Jul-97			Mutual of Omaha
07 - Jul-97	1,500.00	*	USW Union
07-Jul-97	950.00	*	VIW Union
08-Jul-97	125.00	*	Beauty Shop - Dina Urbina
08-Jul - 97	1,600.00	*	J.P. Sales
10-Jul-97	400.00	*	Dr. Low-A-Chee
11-Jul-97	1,050.00	*	Desha Marie Store (New)
14 - Jul-97	1,000.00	*	J.P. Sales
15-Jul-97	1,166.67	*	MI Mens Wear
15-Jul-97	1,000.00	*	USW Union
16-Jul-97	300.00	*	Shannons Boutique
16-Jul-97	800.00	*	VI Union
17 - Jul-97	1,250.00	*	Alanso
17-Jul-97	650.00	*	Gill Electronics (New)
21-Jul-97	1,250.00	*	Univ. of Pitt.
22-Jul-97	600.00	*	C.P. Maynard (New)
23-Jul-97	781.25	*	Elmo Perez
23-Jul-97	215.00	*	Gill Electronics (New)
28-Jul-97	3,000.00	*	Plaza Laundry
29-Jul-97	500.00	*	Beauty Shop - Dina Urbina
29-Jul-97	782.50		Kay Travels
			•
Deposits	45,164.17		
22-Jul-97	280.68	*	Pay Phones

Cl	neck#	G/L Acct. #	July 1997 Disbursements		
	774	O/S	415.00		Joseph Greenway - 08/02/96
	1008	O/S	100.00		General Purpose
	1049	O/S	200.00		Robert Rivera
	1050		300.00	*	Larry Motta
	1051		1,900.00		•
	1052		· ·		•
	1053		200.00	*	Robert Rivera
	1054		326.20	*	Shur Power
	1055		305.00	*	Larry Motta
	1056				WAPA
	1057		1,016.31	*	Bryant, White
	1058		Void	*	•
	1059		3,924.45	*	American Express
	1060		150.00	*	
	1061		200.00	*	Robert Rivera
	1062		320.00	*	Larry Motta
	1063		1,728.74	*	Bryant, White
	1064		40.00		Vitelco
	1065	O/S	266.07		Trescom
	1066		149.79	*	STX Gas
	1067		Void	*	Void
	1068		Void	*	Void
	1069		90.00	*	Ocean Systems
	1070		200.00	*	Robert Rivera
	1071		300.00	*	Larry Motta
	1072		681.81	*	Bryant, White
	1073	O/S	1,094.16		Gross Receipts Tax - June 1997

13,956.83

COMMENTA BANK

VICE

UNITED CORP TENANT ACCOUNT PO BOX 763 CHRISTIANSTED VI

""We Are Community"

22-13 Kings St P.O. Box 460 Christiansted, St. Crofx, USVI 00821

00821

Christiansted, St. Croix, USVI 00821-0460 (809) 773-0440 5 Strand St. Fredriksted St. Croix, USVI 00840 (809) 772-0050

MEMBER F.D.I.C. STATEMENT DATE 07/31/97

0182600135

ACCOUNT NO.

CYCLE-031

	CYCLE-031
*** CHECKING *** BUSINESS CHECKING ACCOUNT NUMBER 0102600105 PREVIOUS STATEMENT BALANCE AS DF 06/00/97 PLUS 27 DEPOSITS AND OTHER CREDITS LESS 28 CHECKS AND OTHER DEBITS	 66-0391237 118,599.93 45,444.85/ 14,718.09
	 7.50 149,319.19

***	CHECK TR	ANSACTIONS	***			
<i>א</i> א א	SERIAL	DATE	TUUCIMA	SERIAL	DATE	TAUCHA
	1040	07/01	50.00	1058	07/14	14.06
	1041	Ø7/Ø7	111.70	1057	07/15	1,016.31
	1042	07/01	90.00	1059*	07/24	3,924,45
	1043	07/01	200.00	1060	07/15	150.00
	1044	07/09	302.60	1061	07/31	200.00
	1045	07/10	159.32	1062	07/22	320.00
	1046	07/07	90.00	1963	07/24	1,728.74
	1048*	07/11	1,098,67	1064	07/22	40.00
	1050*	97/99	300.00	1065 *	97/29	142.72
	1951	97/15	1,200,00	1069*	<u> </u>	90.00
	1952	97/99 07/45	550,24	1979	97/29 37/29	200.00
	1053	97/15	200.00	1971	97/31	300.00
	1054 1055	- 07/23 - 07/14	326.20 305.00	1072	07/30	681.81
	1.43(3)(3)	V27 / 3 44	. 7927 6382			

	1055	07/14	305.00	10/2	917.50	001.01	
######################################	TE DEPOSI TO DEP	DESC!	TRANSACTIONS ***	DEBITS		CREDITS 21,400.00 400.00 475.00 781.25 750.00 1,000.00 1,500.00 1,500.00 1,000.00	
							- 1

tion in the contract "We Are Community" (809) 773-0440

P.O. Box 460 Christiansted. St. Croix, USVI 00821-0460

Fredriksted St. Croix, USVI 00840 (809) 772-0050

MEMBER F.D.I.C. STATEMENT DATE

07/31/97

0182600135

ACCOUNT NO.

CYCLE-031

UNITED CORP TENANT ACCOUNT PO BOX 763 CHRISTIANSTED VI 00821

*** CHECKING ACCOUNT TRANSACTIONS ***
DATE DESCRIPTION DEBITS CREDITS 07/31 CYCLE SERVICE CHARGE 7.50 *** BALANCE BY DATE 6/30 118:599.93 7/09 147:323.94 148,351.78 147,515.95 150,097.25 146,665.79 149,319.19 139,659.93 147,564.62 06/30 07/01 07/07 07/08 148,476.78 07/11 07/17 07/24 07/31 07/14 07/21 07/28 07/09 148,196.89 07/10 07/15 07/22 07/29 147,097.25 151,648.93 150,598.50 07/16 07/23 07/30 146,197,25 152,318,98 149,826,69 151,128.25 149,665.79

Page 1 of 3

Virgin Islands Community Bank Account #182-600135 Tenant Account G/L #1058

		September 1997
Balance per Bank	30-Sep-97	168,080.37
Deposits in Transit	30-Sep-97	0.00
Outstanding Checks	30-Sep-97	(7,221.02)
Other		0.00
Adjusted Bank Balance	30-Sep-97	160,859.35
Balance per Books	31-Aug-97	166,389.97 *
Deposits - Tenants	30-Sep-97	18,542.17
Deposits - Telephone	30-Sep-97	271.04
Disbursements	30-Sep-97	(24,292.33)
Accounts Receivable		0.00
Returned Check		0.00
Bank Charges		(7.50)
Checks Ordered		(44.00)
Adjusted Book Balance	30-Sep-97	160,859.35
	Delta:	0.00

September	1997
-----------	------

Date	Deposits	Lessor
-		
03-Sep-97	782.50 *	Kay Travels
03-Sep-97	475.00 *	Mutual of Omaha
03-Sep-97	149.25 *	Natty's Cafetaria
03-Sep-97	325.00 *	Beauty Shop - Dina Urbina
03-Sep-97	2,700.00 *	Plaza Laundry
05-Sep-97	1,500.00 *	USW Union
05-Sep-97	2,187.50 *	Island Finance
09-Sep-97	400.00 *	Dr. Low-A-Chee
09-Sep-97	1,250.00 *	Univ. of Pitt.
11-Sep-97	781.25 *	Elmo Perez - 47th St.
11-Sep-97	950.00 *	VIW Union
12-Sep-97	100.00 *	Natty's Cafetaria
15-Sep-97	1,166.67 *	MI Mens Wear
15-Sep-97	1,050.00 *	Desha Marie (New)
16-Sep-97	1,000.00 *	USW Union
17-Sep-97	1,250.00 *	Alanso
23-Sep-97	1,000.00 *	Bee's Record Shop
23-Sep-97	550.00 *	Seamstress
26-Sep-97	300.00 *	Natty's Cafetaria
26-Sep-97	325.00 *	Gill Electronics (New)
29-Sep-97	300.00 *	Plaza Florist
Deposits	18,542.17	
21-Aug-97	271.04	Pay Phones

 Check #	G/L Acct. #	September 1997 Disbursements			
774	O/S	415.00		Joseph Greenway - 08/02/96	
1099		2,300.00	*	Rudy Caines Cleaning	
1100		361.72		•	
1101		5,514.89	*	American Express	
1102		12		Gross Receipts - July 1997	\leftarrow
1103		242.27	*	Glidden Paint	
1104		565.00	*	Plumber - Robert Davis	
1105		200.00	*	Roberto Rivera	
1106		900.12	*	WAPA	
1107		300.00	*	Larry Motta	
1108		200.00	*	Roberto Rivera	
1109		300.00	*	Larry Motta	
1110		12.95	*	WAPA	
1111		1,200.00	*	Benjamin's Electric	
1112		216.67	*	Glass Shop	
1113		Void	*	Void	
1114		48.15	*	Visa Services	
1115		210.00	*	Roberto Rivera	
1116		Void	*	Void	
1118		110.00	*	Glass Shop	
1119		325.00	*	Larry Motta	
1120		275.00	*	Welder - Lancing Charles	
1121		91.15	*	Caribe do-it center	
1123		1,200.00	*	Sonny's Refridgeration	
1124		210.00	*	Roberto Rivera	
1125		30.00	*	Carpenter	
1126		325.00	*	Larry Motta	
1127		37.36	*	Vitelco	
1129		504.46	*	WAPA	
1117	O/S	4,156.75		American Express	
1122	O/S	300.00		Backhoe Rental	
1128	O/S	966.42		WAPA	
1130	O/S	1,088.42		Gross Receipts - Aug. 1997	←
1131	O/S	294.43		Telephone	-

24,292.33

AMINE TO THE PROPERTY OF THE PARTY OF THE PA 21 Bux 460 Christiansted St. Cruix: USVI 0082124460 (809) 773-0440 Croix, USVI MEMBER F.D.I.C. 'We Are Community" STATEMENT DATE 09/30/97 UNITED CORP TENANT ACCOUNT PO BOX 763 Marie (1965) CHRISTIANSTED VI 00821 0182600135 ACCOUNT NO. CYCLE-031 Secretary and the second secretary and the second s *** CHECKING *** BUSINESS CHECKING ACCOUNT NUMBER 0182600135 TAX ID NU PREVIOUS STATEMENT BALANCE AS OF 08/31/97 PLUS 22 DEPOSITS AND OTHER CREDITS LESS 31 CHECKS AND OTHER DEBITS LESS CYCLE SERVICE CHARGE CURRENT STATEMENT BALANCE AS OF 09/30/97 NUMBER OF DAYS IN THIS STATEMENT PERIOD 30 TAX ID NUMBER 66-0391237 167,456.17 18,813.21v 18,181.51 7.50 168,080.37 *** CHECK TRANSACTIONS *** DATE 09/15 09/16 09/24 09/23 09/23 09/26 09/26 09/26 SERIAL DATE 09/25 1095* 09/03 **AMOUNT** SERIAL AMOUNT 44.00 12.95 1,200.00 216.67 1110 1111 1096 09/04 90.00 1112 1097 09/83 200.00 48.15 1114* 300.00 1098 09/04 1115 210.00 09/04 1099 110.00 1118* 325.00 275.00 91.15 1,200.00 09/02 1119 1100 361.72 5,514.89 1,806.57 242.27 565.00 1126 1121 1123* 1101 09/10 09/05 1102 1103 09/08 09/30 09/30 09/30 09/29 1104 09/08 1124 Ž10.00 1125 1126 1127 30.00 325.00 37.36 1105 09/09 200.00 09/10 1196 900.12 09/10 300.00 1107 09/16 09/17 1198 504.46 200.00 09/29 300.00 1109 *** CHECKING ACCOUNT TRANSACTIONS *** DATE DESCRIPTION DEBITS CREDITS 149.25 325.00 09/03 DEPOSIT DEPOSIT 09/03 475.00 09/03 DEPOSIT 782.50 DEPOSIT 09/03 2,700.00 DEPOSIT 09/03 DEPOSIT 09/05 09/05 DEPOSIT 2,187.50 DEPOSIT DEPOSIT 400.00 09/09 1,250.00 09/09 09/11 DEPOSIT DEPOSIT 09/11 950.00 09/12 DEPOSIT 100.00 DEFOSIT 09/15 1,050.00 DEPOSIT 1,166.67 09/16 09/17 DEPOSIT DEPOSIT 1,000.00 1,250.00 09/23 09/23 09/23 DEPOSIT 550.00 DEPOSIT 1,000.00 271.04 DEPOSIT 09/26 09/26 09/29 DEPOSIT DEPOSIT 325.00 DEPOSIT 300.00 CYCLE SERVICE CHARGE 09/30 7.50

072-2794

NERGENERALA NOSA

"We Are Community"

BOOKER COLUMN SPRING TO THE OWNER OF THE

P.O. Box 460 . Exercise Christiansted, 52 St. Cro St. Crotx, USVI 00821-0466 . 809 7 (809) 773-0440

09/30/97

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STATEMENT DATE

0182600135

ACCOUNT NO.

UNITED CORP TENANT ACCOUNT PO BOX 763 CHRISTIANSTED VI 00821

							* * * * * * * * * * * * * * * * * * * *
***	BALANCE BY DATE	***	•				4 A
08/31		09/02	167,094.45	09/03	171,265.00	09/04	168,575.00
09705	170,455,93	09/08	169,648.66	<i>0</i> 9/09	171,098.66	09/10	164,383.65
09/11	166,114,90	09/12	166,214.90	09/15	168,418.62	09/16	169,218.62
09/17	170,168.62	09/19	168,968.62	09/23	169,983.62	09/24	169,935.47
09/Z5	169,891.47	09/26	168,894.69	09/29	168,652.87	09/30	168,080.37

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			October-97	
Balance per Bank	31-Oct-97		108,789.93	
Deposits in Transit	31-Oct-97		0.00	
Outstanding Checks	31-Oct-97		(951.69)	
Other	31-Oct-97		0.00	
Adjusted Bank Balance			107,838.24	
Balance per Books	30-Sep-97		160,859.35	
Tenant Deposits	31-Oct-97		16,350.42	*
Telephone Deposits	31-Oct-97		265.76	*
Disbursements	31-Oct-97		(69,715.79)	
Returned Checks	31-Oct-97		(325.00)	
Bank Charges	31-Oct-97		(11.50)	
Void Ck #774		8/2/96	415.00	J. Greenway
Adjusted Book Balance			107,838.24	
	De	elta:	(0.00)	

October-97

	Deposits								
	10/1/97	50.00	*	CP Maynard					
	10/1/97	325.00	*	Gills Electronics					
	10/1/97	325.00	*	Urbina - Hair					
	10/1/97	475.00	*	M. of Omaha					
	10/1/97	782.50	*	Kay Travels					
	10/1/97	1,500.00	*	USW Union					
	10/3/97	2,187.50	*	Is. Finance					
	10/7/97	950.00	*	VIW Union					
	10/7/97	1,250.00	*	Univ. Pittsburg					
	10/7/97	2,900.00	*	Plaza Laundry					
	10/15/97	1,166.67	*	MI Mens Wear					
	10/15/97	1,250.00	*	Dr. Alanso					
	10/15/97	1,000.00	*	USW Union					
	10/15/97	325.00	*	Gills Electronics					
	10/23/97	781.25		Perez					
	10/23/97	300.00	*	Urbina - Hair					
	10/29/97	782.50	*	Kay Travels					
-	TOTAL:	16,350.42	- =						
		Disbursements	-						
1132	10/2/97	413.00	*	M&R - Plaza					
1133	10/3/97	210.00		R. Rivera					
1134	10/4/97	350.72	*	L. Motta					
1135	10/4/97	1,900.00	*	Rudy Caines					
1136	10/6/97	12.95		WAPA					
1137	10/6/97	4,401.11	*	Scotiabank					
1138	10/6/97	342.44	*	1995 Property Tax					
1139	10/6/97	52,961.59	*	1995 Property Tax					
1140	10/6/97	0.00	*	Void					
1141	10/7/97	120.00	*	M&R - Plaza					
1142	10/10/97	210.00	*	R. Rivera					
1143	10/11/97	349.00	*	L. Motta					
1144	10/11/97	90.00	*	Ocean Systems					
1145	10/16/97	781.55	*	Amex - Yusuf					
1146	10/16/97	3,341.93	*	' '					
1147	10/17/97	880.90		Plumber					
1148	10/17/97	161.00	*	Plumber					
1149	10/17/97	145.62	*	Plumber					

		October-97	=
	1150 10/17/97 1151 10/18/97 1152 10/23/97 1153 10/24/97 1154 10/25/97	325.00 87.00 210.00	* R. Rivera * L. Motta * M&R - Plaza * R. Rivera * L. Motta
	1155 10/27/97 1156 10/27/97	40.00 895.29	* Vitelco * WAPA
O/S O/S	1157 10/30/97 1158 10/31/97	741.69 210.00	Gross Receipts Tax 0997 R. Rivera
	TOTAL:	69,715.79	:

VIRGIN ISLANDS **COMMUNITY BANK**



"We Are Community"

UNITED CORP TENANT ACCOUNT PO BOX 763 CHRISTIANSTED VI

12-13 Kings St P.O. Box 460 Christiansted. St. Croix, USVI 00821-0460 (809) 773-0440

00821

5 Strand St Fredriksted St. Croix, USVI 00840

(809) 772-0050

MEMBER F.D.I.C. STATEMENT DATE

10/31/97

0182600135

ACCOUNT NO.

CYCLE-031

PREVIOUS STATEMENT BALANCE AS DF 09/30/97 168 PLUS 18 DEPOSITS AND OTHER CREDITS 16 LESS 30 CHECKS AND OTHER DEBITS 75 LESS CYCLE SERVICE CHARGE	391237 ,080.37 ,616.18 ,899.12 7.50 ,789.93
--	--

-31-	CHECK TR	AMSACTIONS	***				
	SERIAL	DATE	TINUCIMA		SERIAL	DATE	TAUCIMA
	1117	10/14	4,156.75		1143	10/16	349.00
	1122*	10/06	300.00		1144	10/20	90.00
	1128*	10/01	966.42		1145	10/23	781.55
	1136*	10/06	1,088,42	\leftarrow		10/28	3,341.93
	1131	10/14	294.43		1147	10/22	880.90
	1132	10/07	413.00		1149	10/22	161.00
	1133	10/07	210.00		1149	10/21	145.62
	1134	10/07	. 350.72		1150	10/21	210.00
	1135	10/07	1,900.00		1151	10/21	325.00
	1136	10/06	12.95		1152	10/24	87.00
	1137	10/10	4,401.11		1153	10/28	210.00
	1138	10/17	342.44		1154	10/30	325.00
	1139	10/15	52,961.59		1155	10/27	40.00
	1141*	10/10	120.00		1156	10/27	895.29
	1142	10/16	210.00				

		T TRANSACTIONS	***		
DATE	DES	CRIPTION		DEBITS	CREDITS
10/01	DEFOSIT				50.004
10/01	DEPOSIT				325 . 00/
10/01	DEPOSIT				325.004
10/01	DEPOSIT				475.00
10/01	DEPOSIT				782.50/
10/01	DEPOSIT				1,500.00/
10/03	DEPOSIT				2,187.50
10/03	DE. COL			329.00	time of the care to the care of
10/07	DEPOSIT			man y a systy	950.007
					1,250.00
10/07	DEPOSIT				11200.00
10/07	DEPOSIT				2,900.00/
10/15	DEPOSIT				325.00
10/15	DEPOSIT				1,000.00
10/15	DEPOSIT				1,166.67
10/15	DEPOSIT				1,250.00
10/23	DEPOSIT				300.007
10/23	DEPOSIT		2		781.25 ′
10/29	DEPOSIT		•		265,76/
10/29	DEPOSIT				782.50
10/31	CYCLE SERVICE	CHARGE		7.50	

### E)A	KLANCE BY DATE	***					
09730	168,080.37	10/01	170,571,45	10/03	172,429,95	10/08	171,028.58
10/07	173,254,86	10/10	168,733.75	10/14	164,282.57	10/15	115,062.65
10/16	114,503.65	10/17	114,161.21	10/20	114,071.21	10/21	113,390.59
10/22	112,348.69	10/23	112,648.39	10/24	112,561.39	10/27	111,626.10
10/28	108,074.17	10/29	109,122.43	10/30	108,797,43	10/31	<u> 108,789.93</u>

		November-97
Balance per Bank	30-Nov-97	125,700.73
Deposits in Transit	30-Nov-97	0.00
Outstanding Checks	30-Nov-97	(1,028.11)
Other	30-Nov-97	0.00
Adjusted Bank Balance		124,672.62
Balance per Books	31-Oct-97	107,838.24
Tenant Deposits	30-Nov-97	24,551.42
Telephone Deposits	30-Nov-97	0.00
Disbursements	30-Nov-97	(7,709.54)
Returned Checks	30-Nov-97	0.00
Bank Charges	30-Nov-97	(7.50)
Void Ck #000		0.00
Adjusted Book Balance		124,672.62
	Delta:	(0.00)

November-97

	Deposits		
11/3/97	431.00	*	Gills Electronics
11/3/97	475.00	*	M. of Omaha
11/3/97	1,500.00	*	USW Union
11/3/97	2,187.50	*	ls. Finance
11/3/97	7,000.00	*	Best Furniture
11/5/97	325.00	*	Urbina - Hair
11/10/97	781.25	*	Perez
11/12/97	350.00	*	Ice Cream
11/12/97	500.00	*	Bees Recoeds
11/12/97	950.00	*	VIW Union
11/12/97	1,000.00	*	JP Sales
11/12/97	1,250.00	*	Univ. Pittsburg
11/12/97	2,650.00	*	Plaza Laundry
11/12/97	1,250.00	*	Dr. Alanso
11/12/97	1,000.00	*	USW Union
11/14/97	835.00	*	American Beeper
11/14/97	1,166.67	*	MI Mens Wear
11/17/97	300.00	*	Urbina - Hair
11/19/97	600.00	*	CP Maynard
TOTAL:	24,551.42	•	
		•	
	Disbursements		
	325.00	*	L. Motta
	210.00		R. Rivera
	325.00	*	L. Motta
	1,900.00	*	Rudy Caines
	175.00	*	Clement Hewlett
	65.00	*	Sonny's Refridg.
	33.00		Coming 5 recinded.

90.00 * Ocean Systems

135.00 * Clement Hewlett

820.00 * Oscar Refridg.

105.00 * Bug Busters

110.00 * Atlantic Elev.

210.00 * R. Rivera

332.50 * L. Motta

35.00 * Combined Service

511.39 * WAPA

158.11 * TresCom

1165

1166

1167

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1169

1170

1171

11721173

1174

	=	November-97	=	
1176		40.00	*	Vitelco
1177		210.00	*	R. Rivera
1178		331.50	*	L. Motta
1179		592.93	*	WAPA
1175	O/S	243.91		TresCom
1180	O/S	249.20		Sonny's Refridg.
1181	O/S	210.00		R. Rivera
1182	O/S	325.00		L. Motta
Т	OTAL:	7,709.54		

Virgin Islands Community Bank St. Cond USANT. TOTAL TOTA	UNITED CORPORATION TENANTS ACCOUNT DATE ORPOSITIS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHORAWAL ENDORSE & LIST CHECK'S SEPARATELY OR ATTACH LIST CURRENCY COIN TOTAL CASH CHECK'S CHECK'S TOTAL FROM ATTACHED UST TOTAL FROM ATTACHED UST CHECKS AND OTHER ITEMS ARE RECEIVED FOR THE PUSIT SUBJICOT TO THE ALPOOUS OND ANY APPLICABLE COLLECTION AGREEMENT.	072-27	Virgin Islands Community Barn Torrat Trems Torrat Trems Torrat T	UNITED CORPORATION TENANTS ACCOUNT DATE DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL ENDORSE & LIST CHECKS SEPARATELY OR ATTACH LIST CURRENCY COIN TOTAL CASH CHECKS CHECKS		WIE CONTROL Community Bark WIND DRESSES Consultative Bark WANTER DRESSES Consultative Bark WE WAS IN THE WA	UNITED CORPORATION TENANTS ACCOUNT DATE DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL ENDORSE & LIST CHECKS SEPARATELY OR ATTACH LIST CURRENCY COIN TOTAL CASH CHECKS 1 3 4 6 7 8 8 CHECKS CHE
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UNITED CORPORATION TENANTS ACCOUNT DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL ENDORSE & LIST CHECKS SEPARATELY OR ATTACH LIST DOLLARS CURRENCY VIE COIN **TOTAL CASH** CHECKS 600 w ш 70 600.00 TOTAL FROM ATTACHED LIST CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE AND ANY APPLICABLE COLLECTION AGREEMENT.

w. United & Yusur - Ders Production 0021722

072-2782

		January-98
Balance per Bank	31-Jan-98	164,102.56
Deposits in Transit	31-Jan-98	0.00
Outstanding Checks	31-Jan-98	(1,826.42)
Other	31-Jan-98	0.00
Adjusted Bank Balance		162,276.14
Balance per Books	31-Dec-98	146,060.52
Tenant Deposits	31-Jan-98	26,654.10
Telephone Deposits	31-Jan-98	0.00
Disbursements	31 - Jan-98	(10,076.98)
Returned Checks	31-Jan-98	(350.00)
Bank Charges	31-Jan-98	(11.50)
Bank Charges		0.00
Adjusted Book Balance		162,276.14
	Delta:	0.00

		January-98	-	
		Deposits		
		Deposits	-	
	05-Jan-98	475.00	*	
	05-Jan-98	269.33	*	
	05-Jan-98	1,250.00	*	
	05-Jan-98	1,500.00	*	
	07-Jan-98	625.00	*	
	07-Jan-98	2,187.50	*	
	07-Jan-98	2,000.00	*	
	09-Jan-98	1,000.00	*	
	09-Jan-98	782.50	*	
	14-Jan-98	300.00	*	
	14-Jan-98	700.00	*	
	14-Jan-98	1,000.00	*	
	15-Jan-98	1,166.67	*	
	16-Jan-98	950.00	*	
	16-Jan-98	1,000.00	*	
	19-Jan-98	1,600.00	*	
	23-Jan-98	233.00	*	
	26-Jan-98	5,000.00	*	
	27-Jan-98	350.25	*	
	27-Jan-98	781.25	*	
	28-Jan-98	782.50	*	
	28-Jan-98	1,166.67	*	
	28-Jan-98	1,250.00	*	
	30-Jan-98	284.43	*	
	TOTAL:	26,654.10		
		Disbursements	_	
1201		966.22		???????
1202		210.00		Roberto Rivera
1203		325.00	*	•
1204		475.20		WAPA
1205		41.00		Vitelco
1206		1,900.00		•
1207		100.00	*	
1208		325.00	*	Larry Motta
1209		177.84	*	
1210		106.25	*	Vitelco
4044		040.00	_	D 1 1 D1

210.00 * Roberto Rivera

	January-98		
1212	325.00	* Larry Motta	
1213		* Roberto Rivera	
1214	12.95	* WAPA	
1215	331.00	* Larry Motta	
1216	42.00	* Vitelco	
1217	268.82	* TresCom	
1218	210.00	* Roberto Rivera	
1219	512.64	* WAPA	
1220		* Larry Motta	
1221	1,176.64		
1222	90.00	Ocean Systems	
1223	210.00		
1224	1,201.42	•	\leftarrow
1225	325.00	Larry Motta	
TOTAL:	10,076.98		

JAN-198

1/5	
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JAN. 98

	1)		
1/2	Rebordo Rivore	1202	210.00
1/3	Larry motta	1203	325.00
1/5	WAPA	1204	475 20
1)5	V. I Telephone Comp.	1205	41.00
115	Rudy Caines	1206	1900,00
115	Roberto Rivera	1207	100.00
1/5	Larry Motter	1508	3 25.0V
1/7	3t Croix Gas co.	1209	17784
1/8	Vitelco _	1210	10625
1/9	Roberto Rivera	1211	21000
1/10	Larry Metta	12/2	32500
1/16	Roberto Rivera	1213	21000
1/11	WAPA	1214	1295
1/17	Larry Motta	1215	33100
1/17	Ocean System Lab	1216	9000
1/20	Vitelcó	1217	4200
1/20	Trescom Intl	1218	26882
1/23	Roberto Rivera	1219	21000
1/24	WAPA	1220	51264
1/24	Larry motta	1221	32500
1124	WAPA	1222	117664
1/30	Roberto Rivera	1223	21000
1/31	UIBIR Gross Receipt	1224	120142
1/3/	Larry Motta	1225	395 W

COMMUNITY BANK

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UNITED CORP

TENANT ACCOUNT

MANA PERPEKTARA APPONIANT TERANGRAPTIONIC MANA

12-13 Kings St PO. Box 460 Christiansted, St. Croix, USVI 00821-0460 (809) 773-0440 5 Strand St Fredriksted St. Croix, USVI 00840 (809) 772-0050

MEMBER F.D.I.C.

STATEMENT DATE

0182600135

ACCOUNT NO.

CYCLE-031

CHRISTIANSTED	VI	00821	

CHECKING *** BUSINESS CHECKING UNT NUMBER 0182600135 ACCOUNT NUMBER 66-0391237 TAX ID NUMBER PREVIOUS STATEMENT BALANCE AS OF 12/31/97 .
PLUS 24 DEPOSITS AND OTHER CREDITS
LESS 23 CHECKS AND OTHER DEBITS .. 146,150.52 26,654.10 LESS 23 CHECKS AND OTHER DEBITS LESS CYCLE SERVICE CHARGE CURRENT STATEMENT BALANCE AS OF 01/31/98 NUMBER OF DAYS IN THIS STATEMENT PERIOD 8,694.56 7.50 164,102.56 эì CHECK TRANSACTIONS *** SERIAL TMUCMA TAUCMA DATE SERIAL DATE

01/08 01/14 01/07 1186 1211 1212 1213 01/13 01/14 210.00 90.00 325.00 1201* 1202 966.ŽŽ 01/21 210.00 1213 1214 1215 1217* 1219 1220 1221 12.95 331.00 42.00 268.82 1203 325.00 01/20 01/08 01/20 01/22 01/28 475.20 1204 01/08 1205 1206 01/08 41.00 1,900.00 01/09 268.82 210.00 512.64 325.00 01/27 01/26 01/28 1207 01/09 100.00 1208 1209 325.00 177.84 01/05 01/09 106.25 1210 01/08 1,176.64

*** CHECKING ACCION	1 IMANSACIIDNS ***		
01/05 DEPOSIT 01/05 DEPOSIT 01/05 DEPOSIT 01/05 DEPOSIT 01/07 DEPOSIT	THANSACTIONS *** CRIPTION	DEBITS	CREDITS 269.33 475.00 1,250.00 1,500.00 625.00
01/07 DEPOSIT 01/07 DEPOSIT 01/09 DEPOSIT			2,000.00 2,187.50 782.50
01/09 DEFOSIT 01/14 DEPOSIT			1,000.00 300.00
01/14 DEPOSIT 01/14 DEPOSIT 01/15 DEPOSIT			700.00 1,000.00 1,166.67
01/16 DEPOSIT 01/16 DEPOSIT			950.00 1,000.00
01/20 DEPOSIT 01/23 DEPOSIT			1,600.00 233.00
01/26 DEPOSIT 01/27 DEPOSIT 01/27 DEPOSIT			5,000.00 350.25 781.25
01/28 DEPOSIT 01/28 DEPOSIT			782.50 1,166.67
01/28 DEFOSIT 01/30 DEFOSIT		254 22/	1,250.00 284.43
01/30 01/31 CYCLE SERVICE	CHARGE	354.00/ 7.50	

*** BALANCE BY DATE ***
12/31 146,150.52 01/05 149,319.85 01/07 153,922.35 01/08 152,884.90
01/09 152,489.56 01/13 152,279.56 01/14 152,988.34 01/15 154,155.01
01/16 156,105.01 01/20 157,361.06 01/21 157,151.06 01/22 157,109.06

VIRGIN ISLANDS **COMMUNITY BANK**



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12-13 Kings St P.O. Box 460 Christiansted. St. Croix, USVI 00821-0460 (809) 773-0440

5 Strand St Fredriksted St. Croix, USVI 00840 (809) 772-0050

MEMBER F.D.I.C. STATEMENT DATE 01/31/98

0182600135

ACCOUNT NO.

CYCLE-03:

UNITED CORP TENANT ACCOUNT PO BOX 763 CHRISTIANSTED VI 00821

*** BALANCE BY DATE ***
01/23 157.342.06 01/
01/30 164.110.06 01/ 01/26 01/31 160,652.78 164,102.56 01/28 164,179.63 01/27 161,574.28

CHECKING ACCOUNT CHARGE BACK

Date JANAURY 30, 1998

REASON CODE:	j
X 11 - NSF	Account Number 182-600135
22 - Account Closed	TC
33 - No Account	'
44 - Stop Payment	CHECK#2743 BY GILL ELECTRONICS
55 - Other	AMT\$350.00
UNITED CORP. TENANT ACCT.	
P. O. BOX 763	AMOUNT_\$350.00
C'STED, V.I. 00821	FEES4.00
	TOTAL \$354.00

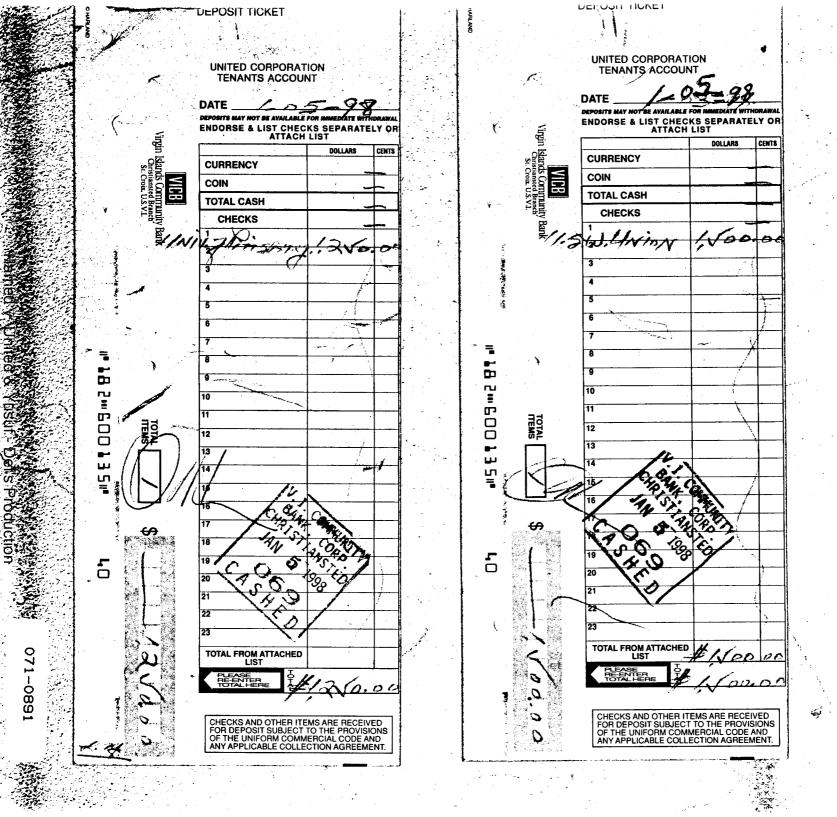
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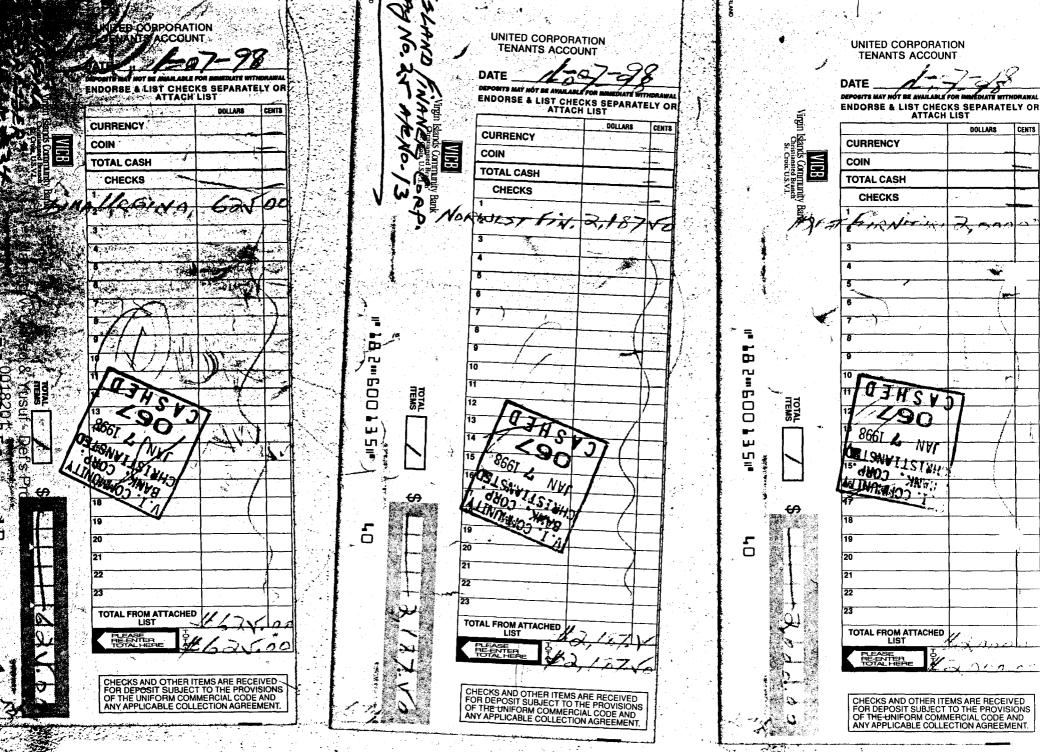
182600135

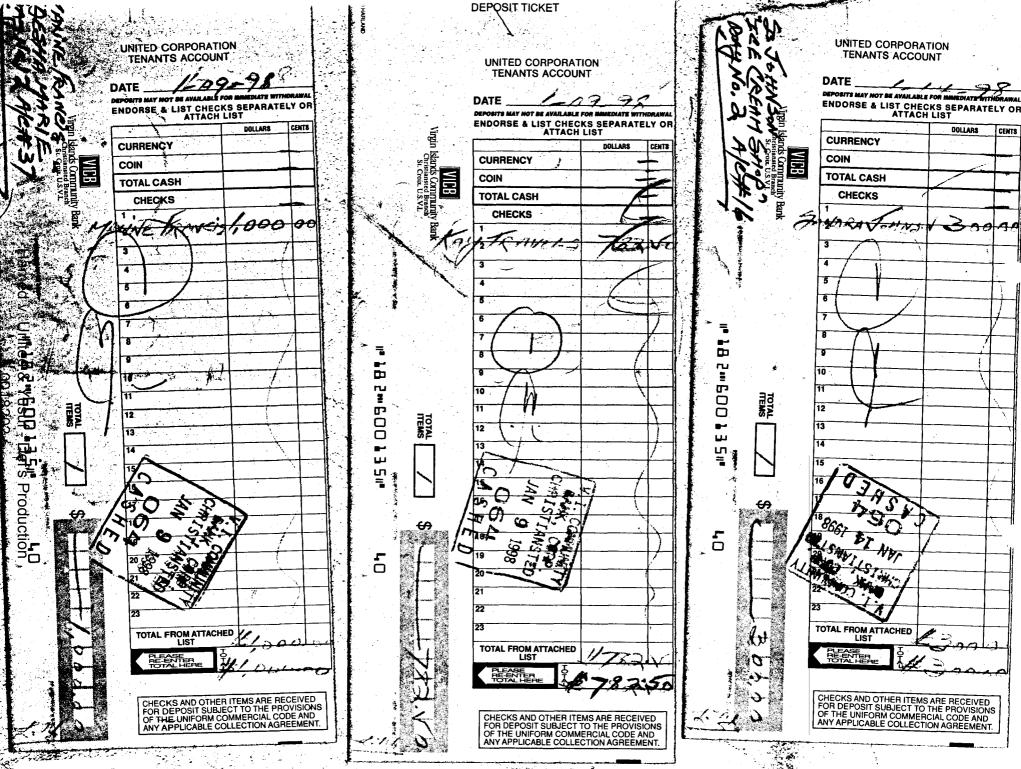
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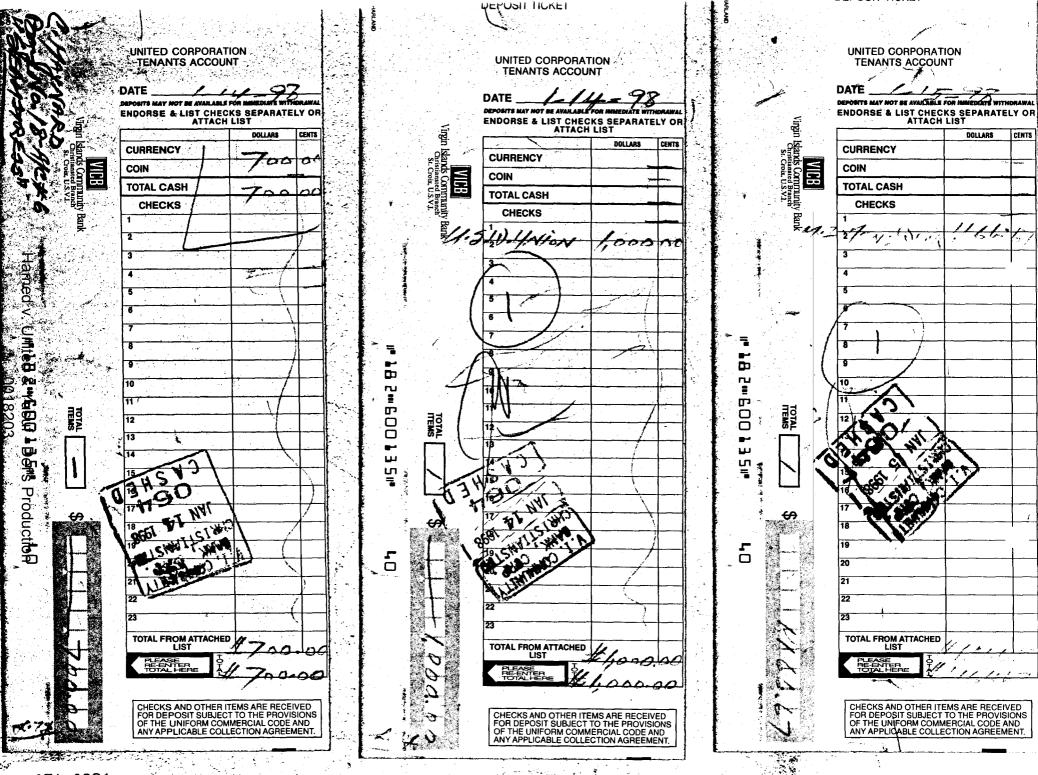
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DEPOSIT HCKET



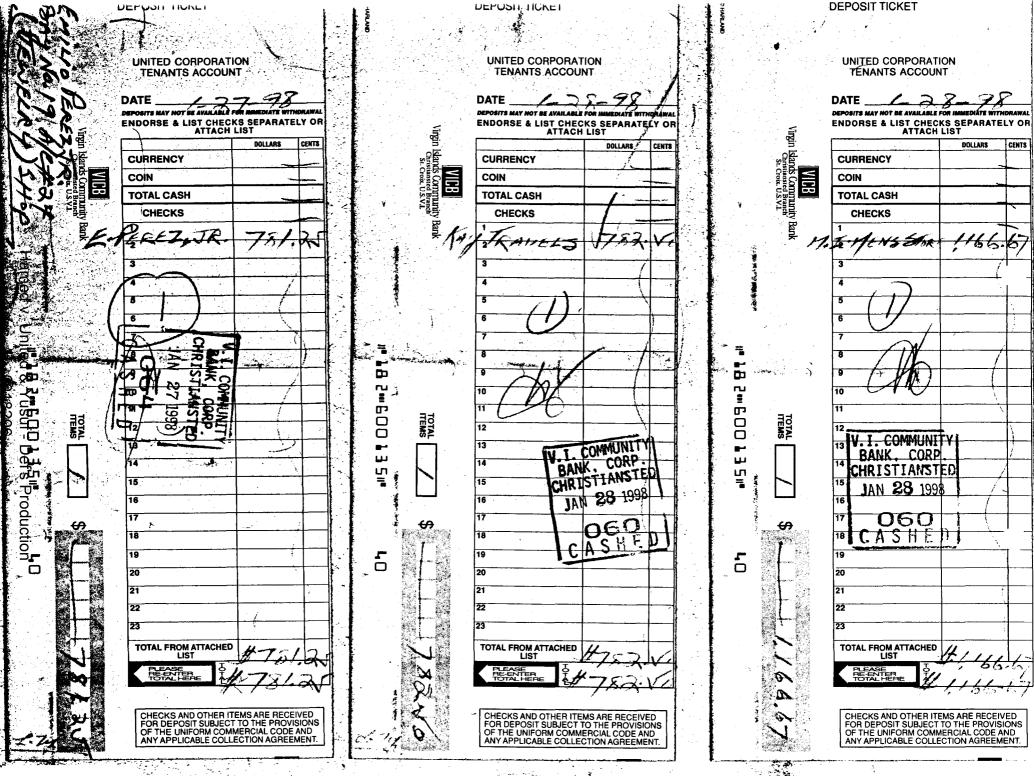






DEPUSIT HUNE!

DELOOIT HOVET



680

		February-98	
Balance per Bank	28-Feb-98	181,314.13 *	
Deposits in Transit	28-Feb-98	0.00	
Outstanding Checks	28-Feb-98	(1,702.89)	
Other	28-Feb-98	0.00	
Adjusted Bank Balance		179,611.24	
			-
Balance per Books	31-Jan-98	162,27 6 .14 *	
Tenant Deposits	28-Feb-98	29,623.76	
Telephone Deposits	28-Feb-98	0.00	
Disbursements	28-Feb-98	(12,166.28)	
Returned Checks	28-Feb-98	0.00	
Bank Charges	28-Feb-98	(7.50)	
Bank Charges		(114.88)	Check Order
Adjusted Book Balance		179,611.24	
	Delta:	0.00	

February-98

	Deposits	-	
02-Feb-98	525.00	*	Urbina - Hair
02-Feb-98			Nattys Cafeteria
02-Feb-98			USW Union
03-Feb-98			Best Furniture
03-Feb-98	·		Daisy Herbert Bar
04-Feb-98			Is. Finance
05-Feb-98			Nattys Cafeteria
06-Feb-98			Mutual of Omaha
09-Feb-98	950.00	*	VIW Union
11-Feb-98			USW Union
19-Feb-98			MI Mens Wear
19-Feb-98	1,000.00	*	JP Sales
19-Feb-98	100.00	*	Nattys Cafeteria
20-Feb-98	125.00	*	Nattys Cafeteria
20-Feb-98	781.25	*	Perez
24-Feb-98	500.00	*	Maynard
24-Feb-98	1,000.00	*	USW Union
24-Feb-98	3 2,333.34	*	Mary White (New)
24-Feb-98	1,000.00	*	Plaza Café
24-Feb-98	3,050.00	*	Plaza Laundry
25-Feb-98	1,250.00	*	Dr. Alanso
26-Feb-98	5,000.00	*	Best Furniture
27-Feb-98	2,000.00	*	Best Furniture
TOTAL:	29,623.76	-	
		-	
	Disbursements	-	
1226	776.00	*	Amex - Yusuf
1227	105.00	*	Waste Remove
1228	210.00	*	Rivera
1229	36.98	*	Vitelco
1230	325.00	*	Motta
1231	2,300.00	*	Rudy Caines
1232	70.00	*	Bug Busters
1233	4,245.70	*	Interocean - Auto Ins.

210.00 * Rivera

325.00 * Motta

90.00 Ocean Systems

1,271.60 * Amex - Yusuf

1234

1235

1236

1237

	February-98		
1238	210.00 *	Rivera	
1239	325.00 *	Motta	
1240	40.00 *	Vitelco - Yusuf	
1241	13.11 *	WAPA	
1242	1,055.39	VIBIR - GRT 0198	\leftarrow
1243	210.00	Rivera	
1244	347.50	Motta	
TOTAL:	12,166.28		

COMMUNITY BANK



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20

12-13 Kings St P.O. Box 460 Christiansted, St. Croix, USVI 00821-0460 (809) 773-0440 5 Strand St Fredriksted St. Croix, USVI 00840 (809) 772-0050

MEMBER F.D.I.C.
STATEMENT DATE

02/28/98

0182600135

ACCOUNT NO.

CYCLE-031

UNITED CORP TENANT ACCOUNT PO BOX 763 CHRISTIANSTED VI 00821

#** CHECKING *** BUSINESS CHECKING
ACCOUNT NUMBER 0182600135 TAX ID NUMBER 66-0391237
PREVIOUS STATEMENT BALANCE AS DF 01/31/98 164,102.56
PLUS 23 DEPOSITS AND OTHER CREDITS 29,623.76
LESS 20 CHECKS AND OTHER DEBITS 12,404.69
LESS CYCLE SERVICE CHARGE 7.50
CURRENT STATEMENT BALANCE AS DF 02/28/98 181,314.13

*** CHECK TRANSACTIONS ***
SERIAL DATE
CHECKS. 02/25 DERIAL 1231 1232 1233 1234 1236* 1237 1239 1239 1240 1241 114.88 + 90.00 -210.00 -1,201.42 THUCMA SERIAL THUUMA DATE DATE 02/11 02/13 02/13 02/18 02/25 02/24 02/24 02/25 2,300.00 70.00 4.245.70 210.00 1216# 02/10 1216# 1224 1225 1226 1227 1229 02/03 02/06 325.00 / 775.00 02/02 02/12 1,271.60 325,00 02/06 02/10 02/09 210.00 325.00 105.00 210.00 36.98 40.00 02/09 325.00 13.11

*** CHECKING ACCOUNT TRANSACTIONS *** DATE 02/02 02/02 02/02 DESCRIPTION CREDITS DEBITS DEPOSIT 230.00 525.00 DEPOSIT DEPOSIT 1,500.00 DEPOSIT 02/03 1,000.00 02/03 2,000.00 2,187.50 02/04 DEPOSIT 02/05 02/05 02/06 02/09 02/11 DEPOSIT 200.00 DEPOSIT 475.00 DEPOSIT 950.00 1,250.00 DEPOSIT 02/19 02/19 02/19 100.00 DEPOSIT DEPOSIT 1,000.00 DEPOSIT 1,166.67 92/19 92/20 92/20 92/20 92/24 902/24 902/25 902/27 902/27 DEPOSIT DEPOSIT 781.25 DEPOSIT 500.00 DEPOSIT 1,000.00 DEPOSIT 1,000.00 DEPOSIT 2,333.34 DEPOSIT 3,050.00 DEPOSIT 1,250.00 DEPOSIT 5,000.00 DEPOSIT 2,000.00 CYCLE SERVICE CHARGE 7.50

		March-98	:
Balance per Bank	31-Mar-98	189,172.48	*
Deposits in Transit	31-Mar-98	0.00	
Outstanding Checks	31-Mar-98	(923.59)	
Other	31-Mar-98	0.00	
Adjusted Bank Balance		188,248.89	
Balance per Books	28-Feb-98	179,611.24	*
Tenant Deposits	31-Mar-98	16,417.92	
Telephone Deposits	31-Mar-98	289.22	*
Telephone Deposits	31-Mar-98	268.55	*
Disbursements	31-Mar-98	(8,684.54)	
Bank Charges	31-Mar-98	4.00	* Returned Ck. Fee
Bank Charges	31-Mar-98	(7.50)	
Re-Deposit		350.00	* Gill Electric
Adjusted Book Balance		188,248.89	
	Delta:	0.00	

March-98

	Deposits	-	
03-Feb-98	400.00	*	Urbina - Hair
03-Mar-98	475.00	*	Mutual of Omaha
03-Mar-98	1,500.00	*	USW Union
06-Mar-98	400.00	*	Daisy Herbert Bar
06-Mar-98	275.00	*	Nattys Cafeteria
10-Mar-98	1,050.00	*	Desha Marie
10-Mar-98	1,250.00	*	Univ. Pittsburg
12-Mar-98	950.00	*	USW Union
12-Mar-98	2,187.50	*	Is. Finance
12-Mar-98	300.00	*	Plaza Florist
17-Mar-98	225.00	*	Urbina - Hair
20-Mar-98	1,166.67	*	MI Mens Wear
23-Mar-98	1,000.00	*	USW Union
23-Mar-98	450.00	*	Maynard
28-Mar-98	781.25	*	Perez
28-Mar-98	782.50	*	Kay Travels
30-Mar-98	1,250.00	*	Dr. Alanso
31-Mar-98	475.00	*	Mutual of Omaha
31-Mar-98	1,500.00	*	USW Union

TOTAL:

16,417.92

Disbursements

1245	1,900.00	*	Rudy Caines
1246	791.52	*	WAPA
1247	95.00	*	Security Locks
1248	210.00	*	Rivera
1249	325.00	*	Motta
1250	24.61	*	Vitelco - Yusuf
1251	424.16	*	WAPA
1252	90.00	*	Ocean Systems
1253	135.00	*	Attoeney Fee
1254	319.53	*	TresCom
1255	210.00	*	Rivera
1256	328.00	*	Motta
1257	60.00	*	Plumbing
1258	75.00	*	Oliver Exterm.
1259	210.00	*	Rivera
1260	245.93	*	TresCom - Yusuf

	March-98		
1261 1262	326.50 394.09	*	Motta Refridgeration
1263	40.00	*	Vitelco - Yusuf
1264	20.00	*	Maint. & Repair
1265	210.00	*	Rivera
1266	495.69	*	WAPA
1267	325.00	*	Motta
1268	900.01	*	WAPA
1269	529.50		Amex - Yusuf
TOTAL:	8,684.54		

VIRGIN ISLANDS

"We Are Comunity"

UNITED CORP TENANT ACCOUNT PO BCX 763 CHRISTIANSTED VI

00821

(809) 773-0440

STATEMENT DATE

03/31/98

0182600135

ACCOUNT NO.

CYCLE-031

*** CHECKING *** BUSINESS CHECKING	
ACCOUNT NUMBER 0182600135 TAX ID NUMBER	66-0391237
PREVIOUS STATEMENT BALANCE AS OF 02/28/98	181,314.13
PLUS 23 DEPOSITS AND OTHER CREDITS	17,329.69
LESS 27 CHECKS AND OTHER DEBITS	9,463.84
LESS CYCLE SERVICE CHARGE	7.50
CURRENT_STATEMENT BALANCE AS OF 03/31/78	189,172.48
NUMBER OF DAYS IN THIS STATEMENT PERIOD 31	

**	CHECK TR	RANSACTIONS	***				
	SERIAL	DATE	TAUCMA		SERIAL	DATE	TNUCMA
	1235	<i>0</i> :37 <i>0</i> :3	90.00		1255	03/19	210,00
	1242*	0 3/09	1,055,39	\leftarrow	1258	03/19	328,00
	1243	0 3/03	210.00		1257	03/25	60.00
	1244	03/03	347.50		1258	03/25	75.00
	1245	03/06	1,900,00		1259	03/25	210.00
	1246	03/05	791.52		1260	03/31	245,93
	1247	03/12	95.00		1261	03/25	326.50
	1248	03/10	210,00		1263*	03/26	40.00
	1249	03/10	325.00		1264	03/31	20.00
	1250	<u> </u>	24.61		1265	03/31	210.00
	1251	<u> </u>	424.16		1266	03/30	495.69
	1252	03/17	90.00		1267	Ø3/3Ø	325.00
	1253	03/16	135.00		1268	03/30	900.01
	1254	Ø3/24	319.53		- L. W.		, , , , , , , , , , , , , , , , , , , ,
		· ·· ·					

		T TRANSACTIONS	***		
DATE		CRIPTION		DEBITS	CREDITS
03/03 03/03	DEPOSIT DEPOSIT				289.22 400.00
03/03	DEPOSIT				475.00
03/03	DEPOSIT				1,500.00
03/06	DEPOSÍT				275.00
03/08	DEPOSIT				400.00
03/10	DEPOSIT				1,050.00
03/10	DEPOSIT				1,250.00
93/12	DEPOSIT				4.00
03/12	DEPOSIT				300.00
03/12	DEPOSIT				• 350.00
03/12	DEPOSIT				950.00
03/12 03/17	DEPOSIT DEPOSIT				2,187.50
03/20	DEPOSIT				225.00 1,166.67
03/23	DEPOSIT				450.00
03/23	DEPOSÍT				1,000.00
03/30	DEPOSIT				781.25
03/30	DEPOSIT				782.50
03730	DEPOSIT				1,250.00
03/31	DEPOSIT				.268.55
03/31	DEPOSIT				475.00
03/31	DEPOSIT	23.2 2 3 pm 20 pm			1,500.00
03/31	CYCLE SERVICE	CHARGE		7.50	

VIRGIN ISLANDS

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- 12-13 Kings St 🖟 12-15 Kings P.O. Box 460

Christiansted, St. Croix, USVI 0
St. Croix, USVI 00821-0460 (809) 772-0650

MEMBER F.D.LC

STATEMENT DATE

0182600135

03/31/98

ACCOUNT NO.

CYCLE-031

UNITED CORP TENANT ACCOUNT PO BOX 763 CHRISTIANSTED VI 00821

*** BALANCE BY DATE ***
02/28 181,314.13 03/0
03/09 179,810.17 03/
03/17 185,271.67 03/
03/24 187,030.81 03/3 03/03 03/10 03/19 03/25 183,330.85 181,575.17 184,738.67 186,359.31 03/05 03/12 03/20 03/26 182,539.33 185,271.67 185,900.34 186,319.31 03/06 03/16 03/23 03/30 181,314.33 185,136.67 187,350.34 187,412.36

		April-98
Balance per Bank	30-Apr-98	188,552.99 *
Deposits in Transit	30-Apr-98	0.00
Outstanding Checks	30-Apr-98	(3,177.79)
Other	30-Apr-98	0.00
Adjusted Bank Balance		185,375.20
Polongo nor Pooko	24 Mar 09	400 240 00 *
Balance per Books	31-Mar-98	188,248.89 *
Tenant Deposits	30-Apr-98	17,492.92
Telephone Deposits	30-Apr-98	337.81 *
Disbursements	30-Apr-98	(20,696.92)
Bank Charges	30-Apr-98	0.00
Bank Charges	30-Apr-98	(7.50)
Re-Deposit		0.00
Adjusted Book Balance		185,375.20
	Delta:	0.00

April-98

	Deposits	•	
02-Apr-98	325.00	*	Urbina - Hair
06-Apr-98	781.25	*	Perez
07-Apr-98	200.00	*	Daisy Herbert Bar
08-Apr-98	2,187.50	*	Is. Finance
15-Apr-98	950.00	*	USW Union
15-Apr-98	1,250.00	*	Univ. Pittsburg
15-Apr-98	1,000.00	*	USW Union
21-Apr-98	3,200.00	*	Plaza Laundry
21-Apr-98	300.00	*	Plaza Florist
21-Apr-98	600.00	*	Maynard
22-Apr-98	1,000.00	*	Plaza Café
22-Apr-98	1,250.00	*	Dr. Alanso
23-Apr-98	1,166.67	*	MI Mens Wear
28-Apr-98	782.50	*	Kay Travels
29-Apr-98	1,000.00	*	JP Sales
29-Apr-98	1,500.00	*	USW Union
TOTAL:	17,492.92	•	

Disbursements

1,185.00	* GRT - 0298
210.00	* Rivera
0.00	* Void
1,900.00	Rudy Caines
326.50	* Motta
210.00	* Rivera
325.00	* Motta
13.48	* WAPA - Yusuf
10,000.00	* Plaza - STX
1,953.50	* Amex
52.50	* Garbage Remove
288.62	* TresCom - Yusuf
210.00	* Rivera
67.50	Refridgeration
66.52	* Vitelco
90.00	* Ocean Sys.
325.00	* Motta
70.00	* Terminex
225.00	* Glass Shop
	210.00 0.00 1,900.00 326.50 210.00 325.00 13.48 10,000.00 1,953.50 52.50 288.62 210.00 67.50 66.52 90.00 325.00 70.00

	April-98	
1289	210.00	* Rivera
1290	325.00	* Motta
1291	490.99	* WAPA - Yusuf
1292	942.02	* WAPA
1293	528.00	Attorney
1294	682.29	GRT 0398

TOTAL: 20,696.92

VIRGIN ISLANDS OMMUNITY BANK



"We Are Community"

12-13 Kings St P.O. Box 460 Christiansted. St. Croix, USVI 00821-0460 (809) 773-0440

5 Strand St Fredriksted St. Croix. USVI 00840 (809) 772-0050

MEMBER F.D.I.C. STATEMENT DATE 04/30/98

018260013

ACCOUNT NO.

CYCLE-03

UNITED CORP TENANT ACCOUNT PO BOX 763 CHRISTIANSTED VI 00821

*** CHECKING *** BUSINESS CHECKING
ACCOUNT NUMBER 0182600135 TAX ID NUMBER
PREVIOUS STATEMENT BALANCE AS OF 03/31/98
PLUS 17 DEPOSITS AND OTHER CREDITS
LESS 22 CHECKS AND OTHER DEBITS
LESS CYCLE SERVICE CHARGE
CURRENT STATEMENT BALANCE AS OF 04/30/98
NUMBER OF DAYS IN THIS STATEMENT PERIOD 30 66-0391237 189,172.48 17,830.73 18,442.72 7.50 188,552.99 *** CHECK TRANSACTIONS *** DATE 04/27 04/21 04/23 04/23 04/21 04/23 SERIAL DATE 1262 04/0 1269* 04/0 SERIAL THUUCHA THUUCIMA 394.09 529.50 1281 1282 04/01 288.62 04/08 210.00 1284* 1270 94796 1,185.00 66.52 1271 1274* 1275 04/07 210.00 1285 90.00 1286 1287 326.50 210.00 325.00 04/08 70.00 04/14 04/28 04/28 04/28 04/29 04/27 04/27 1276 1277 1278 04/15 04/23 1288 1289 225.00 210.00 325.00 13.48 04/16 04/29 1290 1291 10,000.00 325.00 490.99 1279 1,953.50 04/20 1280 52.50 1292 942.02

*** CHECKING ACCOUNT TRANSACTIONS ***
DATE DESCRIPTION DEBITS CREDITS 925.00 781.25 04/02 DEPOSIT 04/06 DEPOSIT 04/07 DEPOSIT 200.00 2,187.50 DEPOSIT 04/08 04/15 DEPOSIT 950.00 04/15 DEPOSIT 1,000.00 1,250.00 04/15 DEPOSIT 04/21 DEPOSIT 04/21 DEPOSIT 04/21 DEPOSIT 300.00 600.00 3,200.00 04/22 04/22 04/23 DEPOSIT DEPOSIT 1,000.00 1,250.00 DEPOSIT 1,166.67 04/28 04/29 782.50 337.81 DEPOSIT DEPOSIT 04/29 1,000.00 DEPOSIT 04/Z9 DEPOSIT 1,500.00 04/30 CYCLE SERVICE CHARGE 7,50

*** BALANCE BY DATE *** 03/31 189-172.48 04/01 189,103.39 04/06 188,699.64 189,811.14 04/15 192,686.14 186,198.64 04/22 188,448.64 188,001.18 04/29 188,560.49 04/01 188,778.39 04/08 190,021.14 04/20 182,633.64 04/27 187,653.68 04/02 04/14 04/21 04/28 188,689.64 04/07 182,686.14 04/20 04/16 188,001.18 04/23 188,552,99 04/30

		May-98	
Balance per Bank	31-May-98	193,758.01 *	•
Deposits in Transit	31-May-98	0.00	
Outstanding Checks	31-May-98	(1,234.72)	
Other	31-May-98	0.00	
Adjusted Bank Balance		192,523.29	
Balance per Books	30-Apr-98	185,375.20 *	•
Tenant Deposits	31-May-98	20,187.79	
Telephone Deposits	31-May-98	293.99 *	·
Disbursements	31-May-98	(12,972.19)	
Bank Charges	31-May-98	(4.00)	
Bank Charges	31-May-98	(7.50)	
Re-Deposit		(350.00)	NSF - Gill Elec.
Adjusted Book Balance		192,523.29	
	Delta:	0.00	

	May-98		
	Deposits		
	Deposits	-	
04-May-98	300.00	*	Urbina - Hair
04-May-98	800.00	*	Bee's Records
05-May-98	200.00	*	Natty's Café
06-May-98	200.00	*	Daisy Herbert Bar
06-May-98	2,187.50	*	Is. Finance
06-May-98	475.00	*	Mutual Omaha
07-May-98	1,000.00	*	USW Union
12-May-98	1,250.00	*	Univ. Pittsburg
12-May-98	950.00	*	USW Union
13-May-98	130.00	*	Natty's Café
13-May - 98	500.00	*	Ice Cream
18-May-98	1,166.67	*	MI Mens Wear
19-May-98	325.00	*	Urbina - Hair
19-May-98	350.00	*	Gill Electric
26-May-98	400.00	*	Plaza Florist
27-May-98	700.00	*	Maynard
27-May-98	1,250.00	*	Dr. Alanso
27-May-98	782.50	*	Kay Travels
29-May-98	800.00	*	Bee's Records
29-May-98	781.25	*	Perez
29-May-98	2,539.87	*	Hair Affair #11A
29-May-98	3,100.00	*	Plaza Laundry
TOTAL:	20,187.79		
	Disbursements		
-	Dispuiscificitis	•	
1295	210.00	*	Rivera
1296	325.00	*	Motta
1297	13.48	*	WAPA
1298	210.00	*	Rivera
1299	152.50	*	Refridgeration Service
1300	325.00	*	-
1301	1,900.00	*	Rudy Caines
1302	26.05	*	Vitelco
1303	210.00	*	Rivera
1304	90.00	*	Ocean Sys.
1305	325.00	*	Motta
4000	000.00	_	OTV = 1 :

290.00 * STX Fabrics

4,951.85 * Scotiabank P.R.

0018168

1306

1307

	May-98	:
1308	560.88	* Trescom
1309		* Amex - Yusuf
1310	210.00	* Rivera
1311	325.00	* Motta
1312	40.00	* Vitelco
1313	918.92	* WAPA
1314	325.00	Motta
1315	699.72	GRT
1316	210.00	Rivera
TOTAL:	12,972.19	•

VIRGIN ISLANDS OMMUNITY BANK

"We Are Community"

12-13 Kings St P.O. Box 460 Christiansted, St. Croix, USVI 00821-0460 (809) 773-0440

5 Strand St Fredriksted (809) 772-0050

St. Croix, USVI 00840

MEMBER F.D.I.C

STATEMENT DATE

05/31/98

0182600135 ACCOUNT NO.

CYCLE-031

UNITED CORP TENANT ACCOUNT PO BOX 760 CHRISTIANSTED VI 00821

*** CHECKING *** BUSINESS CHECKING

ACCOUNT NUMBER 0182600135 TAX ID NUMBER
PREVIOUS STATEMENT BALANCE AS OF 04/30/98

PLUS 23 DEFOSITS AND OTHER CREDITS

LESS 24 CHECKS AND OTHER DEBITS

LESS CYCLE SERVICE CHARGE

CURRENT STATEMENT BALANCE AS OF 05/31/98

NUMBER OF DAYS IN THIS STATEMENT PERIOD 31 66-0391237 TAX ID NUMBER 188,552.99 15,269.26 7.50 193,758.01

*** CHECK TRANSACTIONS *** SERIAL DATE 1273 05/04 1283* 05/04 DATE 05/19 05/26 05/19 05/19 05/27 SERIAL 1303 1304 AMOUNT AMOUNT 1,900.00 210.00 67.50 90.00 528.00 325.00 1293* 05705 1305 1306 1307 1274 OCOLU 682,27 1275 05/05 210.00 4,951.85 05/27 05/28 05/28 05/27 05/27 05/24 1296 1297 560.88 653.79 05/04 325.00 1308 1309 1310 1311 13.48 05/04 1298 1299 210.00 05/12 210.00 05/15 152.50 325.00 325.00 1300 05/18 05/18 40.00 1312 1301 918.92 1,900.00 1313 05/26 05/11 1302 26.05

*** CHECKING ACCOUNT TRANSACTIONS *** DATE CREDITS DESCRIPTION DEBITS 05/04 DEPOSIT 300.00 05/04 DEPOSIT 800.00 05/05 DEPOSIT 200.00 DEPOSIT 05706 200.00 DEPOSIT 475.00 2,187.50 05706 DEPOSIT 0570s DEPOSIT DEPOSIT 05/07 1,000.00 950.00 05/12 1,250.00 05/12 DEPOSIT 05/13 05/13 05/19 DEPOSIT 130.00 DEPOST 500.00 DEPOSIT 325.00 DEPOSIT 350.00 35/19 35/19 DEPOSIT 1,166.67 35/22 35/26 354.00 DEPOSIT 400.00 35/27 35/27 35/27 DEPOSIT 700.00 DEPOSIT DEPOSIT 782.50 1,250.00 293.99 781.25 35729 DEPOSIT 05/29 DEPOSIT 05/29 DEPOSIT 05/29 DEPOSIT 05/29 DEPOSIT 800.00 2,539.87 3,100.00 95/3i CYCLE SERVICE CHARGE 7.50

*** BALANCE BY DATE ***
1/30 188*552.99 05/
1/07 190*671.51 05/ 187:347.01 05/05 05/12 05/19 05/06 05/13 05/22 05/04 186,809.01 191,953.17 191,222.34 189:671.51 192:583.17 05/11 05/18 189,880,67 192,430,67 190,868.34 V 15

> SEE REVERSE SIDE FOR IMPORTANT INFORMATION Hamed v. United & Yusuf - Def's Production NOTE:

VIRGIN ISLANDS COMMUNITY BANK



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UNITED CORP TENANT ACCOUNT PO BOX 763

CHRISTIANSTED VI

12-13 Kings St P.O. Box 460 Christians: d, St. Croix, USVI 00821-0460 (809) 773-0440

00821

5 Strand St Fredriksted St. Croix, USVI 00840 (809) 772-0050

MEMBER F.D.I.C. STATEMENT DATE

PAGE

2

05/31/98

0182600135

ACCOUNT NO.

CYCLE-031

*** BALANCE BY DATE *** 05/26 190,219.42 05/: 05/31 193,758.01

23

05/27

187,465.07

05/28

186,250.40

05/29

193,765.51

0018171

		June-98
Balance per Bank	30-Jun-98	207,733.69 *
Deposits in Transit	30-Jun-98	0.00
Outstanding Checks	30-Jun-98	(1,520.38)
Other	30-Jun-98	0.00
Adjusted Bank Balance		206,213.31
Balance per Books	31-May-98	192,523.29 *
Tenant Deposits	30-Jun-98	21,657.92
Telephone Deposits	30-Jun-98	0.00
Disbursements	30-Jun-98	(7,960.40)
Bank Charges	30-Jun-98	0.00
Bank Charges	30-Jun-98	(7.50)
Re-Deposit		0.00
Adjusted Book Balance		206,213.31
	Delta:	0.00

Date	Deposits		
04 lun 09	E 000 00	*	Poot Euroituro
01-Jun-98	5,000.00 325.00		Best Furniture Urbina - Hair
01-Jun-98	200.00		
02-Jun-98 02-Jun-98			Daisy Herbert Bar JP Sales
	1,600.00 1,500.00		
02-Jun-98	475.00	*	USW Union Mutual Omaha
05-Jun-98 08-Jun-98			
	1,250.00 950.00		Univ. Pittsburg
09-Jun-98			USW Union
10-Jun-98	2,187.50		Is. Finance
15-Jun-98	1,000.00		USW Union
18-Jun-98	1,250.00		Dr. Alanso
18-Jun-98	1,166.67 165.00		MI Mens Wear
18-Jun-98			Natty's Café
18-Jun-98	300.00		Urbina - Hair
23-Jun-98	300.00		Maynard
25-Jun-98	325.00		Urbina - Hair
29-Jun-98	1,000.00		MM Francis
30-Jun-98	1,000.00 782.50		JP Sales
30-Jun-98			Kay Travels
30-Jun-98	100.00 781.25	*	Natty's Café Perez
30-Jun-98	761.23		Perez
TOTAL:	21,657.92	-	
	Disbursements	_	
	475.04	*	WAPA - Yusuf
	210.00		Rivera
	2,300.00		Rudy Caines
	325.00	*	Motta
			Vitelco - Yusuf
			STX Gas
	210.00		
			Terminix
	332.95		
			WAPA
			Ocean Systems
	192.50		Amex
	210.00		
			Vitelco - Yusuf
	₹0.00		TROIDO TUBUI

June-98

Page 2

	June-98	<u>-</u>
4004	400 70	_
1331	439.72	Trescom
1332	325.00	* Motta
1333	34.50	 * Office Supplies
1334	210.00	* Rivera
1335	325.00	* Motta
1336	817.22	* WAPA
1337	98.15	VISA - Yusuf
1338	175.00	Refridgeration
1339	807.51	Gross Receipts Tax

TOTAL: 7,960.40

VIRGIN ISLANDS COMMUNITY BANK



"We Are Community"

2.2

UNITED CORP TENANT ACCOUNT PO BOX 763

CHRISTIANSTED VI

*** CHECKING ACCOUNT TRANSACTIONS ***

12-13 Kings St P.O. Box 460 Christiansted, St. Croix, USVI 00821-0460 (809) 773-0440

00921

5 Strand St Fredriksted St. Croix, USVI 00840

(809) 772-0050

MEMBER F.D.I.C. STATEMENT DATE

06/30/98

0182600135

ACCOUNT NO.

CYCLE-031

*** CHECKING *** BUSINESS CHECKING		
ACCOUNT NUMBER 0182600135 T	AX ID NUMBER	66-0391Z3T
PREVIOUS STATEMENT BALANCE AS OF 05/31/98		193,758.01
PLUS 22 DEPOSITS AND OTHER CREDITS		22,657.92
LESS 23 CHECKS AND OTHER DEBITS		おったて4. 74 ::
LESS CYCLE SERVICE CHARGE		7.50
CURRENT STATEMENT BALANCE AS OF 06/30/98		207,733.69
NUMBER OF DAYS IN THIS STATEMENT PERIOD 30		

***	CHECK	TRANSACTIONS				مندر دود و وسو	4 4 4 7 4 4 4 7 7
	SERIAL		TMUCMA		SERIAL	DATE	TMUCMA
	1314	· 06703	325.00		1:325	<i>06/19</i>	332.95
	1315	96795	699 . 72	\vdash	- 1326	06/18	13.48
	1336	9679Z	210,00		1:327	<i>06/22</i>	135.00
	1317	06/01	475.04		1328	06/29	192,50
	1318	06/10	210.00		1329	<i>06/2</i> 3	210.00
	1319	06737	2,300.00		1930	<i>06/22</i>	40.00
	1920	96739	325.00		1932*	<i>06/2</i> 3	325.00
	1321	06/08	24.05		1:3:3:3	06/26	34.50
	1922	06/30	225,28		1334	06/30	210.00
	1923	96/36	210.00		1:3:35	06/30	325,00
	1324		35.00		1:338	06/29	817.22

DATE	DES	CRIPTION	DEBITS	CREDITS
06/01	DEPOSIT			325.00
06/01	DEPOSIT			5,000.00
06/02	DEPOSIT			200.00
06/02	DEPOSIT			1,500.00
06/02	DEPOSIT			1,600.00
06/05	DEPOSIT			475.00
96/98	DEPOSIT			1,250.00
06709	DEPOSIT			950.00
06709	DEPOSIT			Z,187.50
06/15	DEPOSIT			1,000.00
06/18	DEPOSIT			165.00
06/18	DEPOSIT			300.00
06/18	DEPOSIT			1,166.67
06/18	DEFOSIT			1,250.00
06/23	DEPOSIT			300.00 _
06/23	DEPOSIT		>	<u> </u>
<i>06/2</i> 3	DEBIT MEMO		-1,000,00 .	
06/25	DEPOSIT			325.00
06729	DEPOSIT			1,000.00
06730	DEPOSIT			100.00
06730	DEPOSIT			781.25
06730	DEPOSIT			782.50 L
	DEPOSIT			1,000,00
06/30	CYCLE SERVICE	CHARGE	7.50	

*** BALANCE BY BATE ***

05/31 193,758.01 06/0

06/05 201,148.25 06/0

06/15 205,751.42 06/0

06/19 205,741.66 06/0

06/26 205,622.16 06/0 198,607.97 202,374.20 205,541.42 201,697.97 205,511.70 203,206.42 205,331.66 207,733.69 06/02 201,372.97 06/03 06/01 06/10 06/18 06/25 06/08 06/09 06/16 06/22 06/29 06/17 06/23 06/30 206,074.61 205,566.66 205,656.66

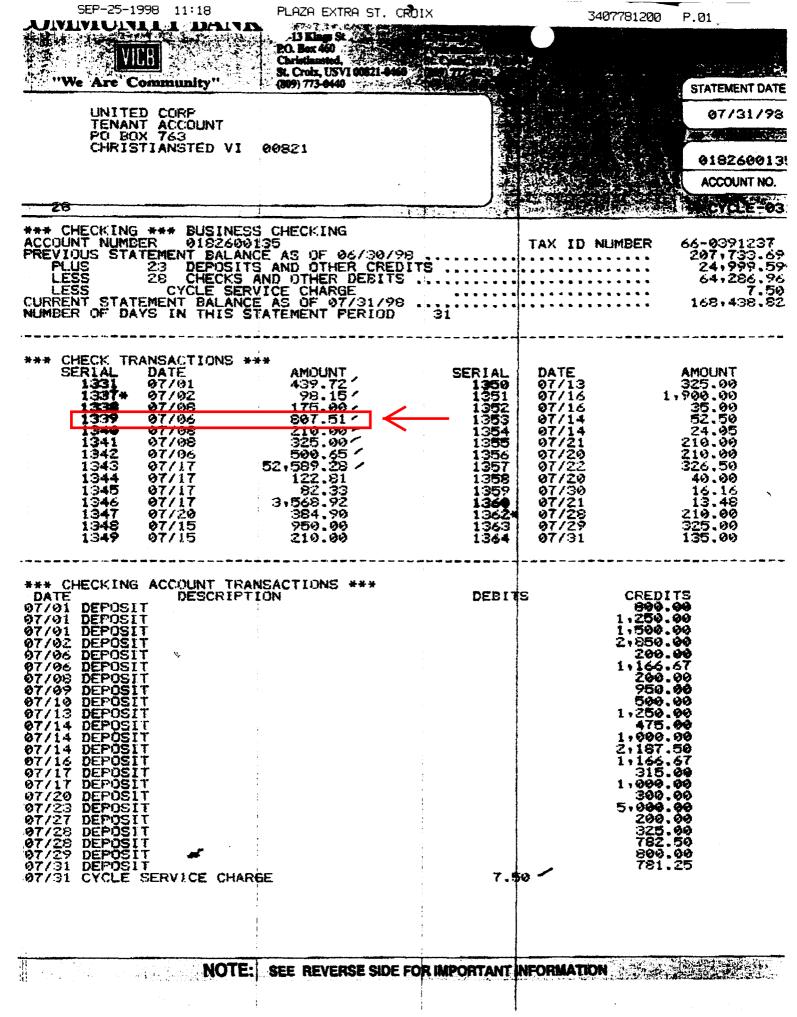
		July-98
Balance per Bank	31-Jul-98	168,438.82
Deposits in Transit	31-Jul-98	0.00
Outstanding Checks	31-Jul-98	(62,415.69)
Other	31-Jul-98	0.00
Adjusted Bank Balance		106,023.13
Balance per Books	30-Jun-98	206,213.31
Tenant Deposits	31-Jul-98	24,999.59
Telephone Deposits	31-Jul-98	0.00
Disbursements	31-Jul-98	(125,182.27)
Bank Charges	31-Jul-98	0.00
Bank Charges	31-Jul-98	(7.50)
Re-Deposit		0.00
Adjusted Book Balance		106,023.13
	Delta:	0.00

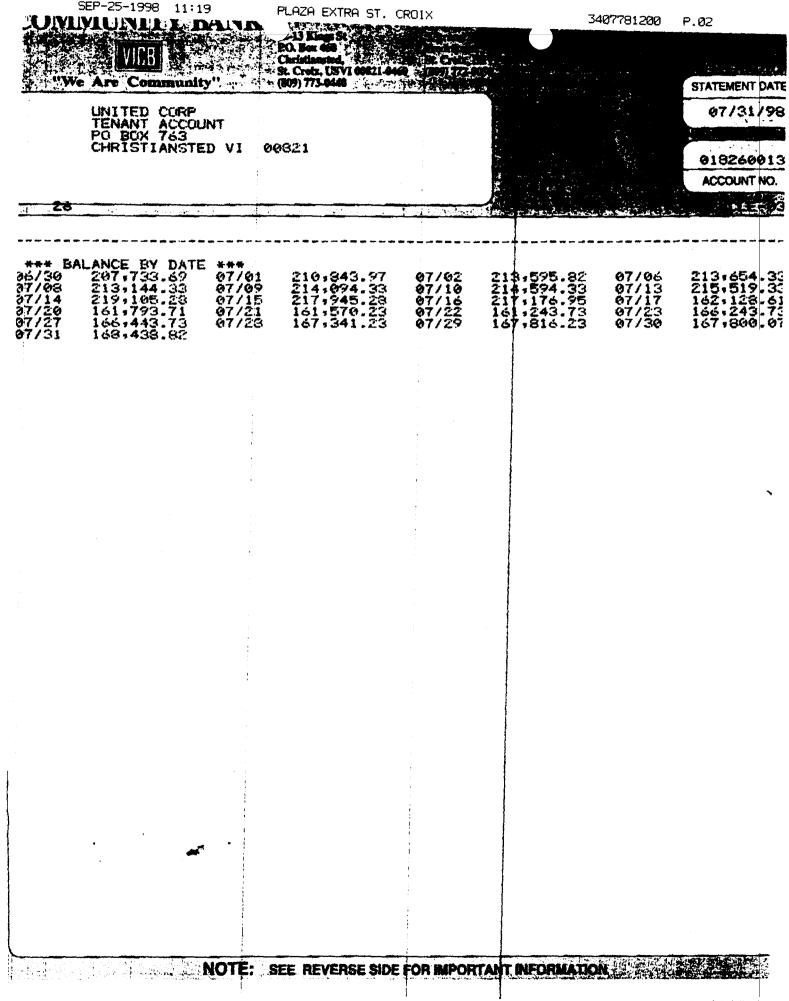
	July-98				
Date	Deposits				
		•			
01-Jul-98	800.00	*	:		
01-Jul-98	1,500.00	*	t .		
01-Jul-98	1,250.00	*	•		
02-Jul-98	2,850.00	*	r		
06-Jul-98	200.00	*	·		
08-Jul-98	1,166.67	*	r		
09-Jul-98	200.00	*	r		
10-Jul-98	950.00	*	t		
13-Jul-98	500.00	*	r		
14-Jul-98	1,250.00	*	r		
14-Jul-98	475.00	*	٠		
14-Jul-98	1,000.00	*	٠		
14-Jul-98	2,187.50	*	r		
16-Jul-98	1,166.67	*	t		
17-Jul-98	1,000.00	*			
18-Jul-98	315.00	*	r		
20-Jul-98	300.00	*	r		
23-Jul-98	5,000.00	*	t		
27-Jul-98	200.00	*	+		
28-Jul-98	782.50	*			
28-Jul-98	325.00	*			
29-Jul-98	800.00	*			
31-Jul-98	781.25	*	*		
3 1-Jul-90	701.25				
TOTAL:	24,999.59				
	Diah	•			
	Disbursements				
	210.00	*	' Riv	vera	
	325.00	*	' Mo	otta	
	500.65	*	· WA	APA	
				Property T	ax 4C&4
				Property T	
				Property T	
				Property T	
				Property T	
				C Repair - S	
	210.00				
	325.00				
				idy Caines	- R&M
	35.00			-	- I (CIVI
	55.00		10) T. T., , , , .!	

52.50 * G&T Trucking

24.05 * Vitelco - Yusuf

	July-98	_	
		•	
1355	210.00	*	Rivera
1356	210.00	*	Bryant, Barnes
1357	326.50	*	Motta
1358	40.00	*	Vitelco - Yusuf
1359	16.16	*	TresCom
1360	13.48	*	WAPA
1361	485.00		Well Pump Repair
1362	210.00	*	Rivera
1363	325.00	*	Motta
1364	135.00	*	Ocean Systems
1365	4,016.37		97 Property Tax 92 B,C &D Princess
1366	423.39		97 Property Tax 4H Sion Farm
1367	55,914.13		97 Property Tax 4C & 4D Sion Farm
1368	238.23		97 Property Tax 4H Sion Farm
1369	853.32		VIBIR - GRT June 1998
1370	275.25		A/C Repair - Suite No. 5 & 6
1371	210.00		Rivera
		_	
TOTAL:	125,182.27		





		August-98	
Balance per Bank	31-Aug-98	172,117.01 *	
Deposits in Transit	31-Aug-98	0.00	
Outstanding Checks Outstanding Checks Other	31-Aug-98 31-Aug-98 31-Aug-98	(60,592.12) (2,185.11) 0.00	
Adjusted Bank Balance		109,339.78	
Balance per Books	31-Jul-98	106,023.13 *	
Tenant Deposits	31-Aug-98	14,626.42	
Telephone Deposits	31-Aug-98	313.72 *	•
Disbursements	31-Aug-98	(10,830.74)	
Bank Charges	31-Aug-98	0.00	
Bank Charges	31-Aug-98	(7.50)	
Re-Deposit		(785.25)	Elmo Perez
Adjusted Book Balance		109,339.78	
	Delta:	0.00	

Aug	ust-98
-----	--------

Date	Deposits	-	
03-Aug-98	1,500.00	*	USW Union
03-Aug-98	200.00	*	Maynard Dress Mkr.
05-Aug-98	1,000.00	*	USW Union
05-Aug-98	475.00	*	Mutual of Omaha
05-Aug-98	2,187.50	*	Island Finance
11-Aug-98	200.00	*	Daisy Herbert
11-Aug-98	800.00	*	Ice Cream - S. Johnson
12-Aug-98	785.25	*	Elmo Perez - Jewlery
13-Aug-98	950.00	*	IW Union
18-Aug-98	1,166.67	*	MI Mens wear
19-Aug-98	1,000.00	*	Plaza Café
21-Aug-98	1,250.00	*	Dr. Alanso
24-Aug-98	75.00	*	Bee's Records
24-Aug-98	237.00	*	Natty's Cafeteria
25-Aug-98	400.00	*	Dress Maker
26-Aug-98	800.00	*	Felix - Nutrama
28-Aug-98	1,600.00	*	JP Sales
TOTAL:	14.626.42		

TOTAL:

14,626.42

Disbursements

1365 O/S	4,016.37		97 Property Tax 92 B,C &D Princess
1366 O/S	423.39		97 Property Tax 4H Sion Farm
1367 O/S	55,914.13		97 Property Tax 4C & 4D Sion Farm
1368 O/S	238.23		97 Property Tax 4H Sion Farm
1372	325.00	*	Motta
1373	855.28	*	WAPA
1374	150.00	*	Business License
1375	210.00	*	Rivera
1376	339.69	*	WAPA - Yusuf
1377	24.05	*	Vitelco - M. Yusuf
1378	325.00	*	Motta
1379	200.00	*	M&R - Signs
1380	1,900.00	*	Rudy Caines - M&R
1381	210.00	*	Rivera
1382	35.00	*	Terminix
1383	325.00	*	Motta
1384	12.21	*	WAPA
1385	2,833.78	*	Amex - Yusuf
1386	210.00	*	Rivera
1387	40.50	*	Vitelco - Yusuf
1388	325.00	*	Motta

	August-98		
1389	325.12 *	WAPA - Yusuf	
1390	265.00	M&R Pump	
1391	250.13	TresCom	
1392	999.98	VIBIR - GRT	
1393	210.00	Rivera	
1394	325.00	Motta	
1395	135.00	Ocean Systems	
TOTAL:	71,422.86		

VIRGIN ISLANDS COMMUNITY BANK

"We Are Community"

UNITED CORP TENANT ACCOUNT PO BOX 763

CHRISTIANSTED VI

12-13 Kings St P.O. Box 460 Christiansted, St. Croix, USVI 00821-0460 (809) 773-0440

00821

5 Strand St Fredriksted St. Croix, USVI 00840 (809) 772-0050

MEMBER F.D.I.C

STATEMENT DATE

08/31/98

0182600135

ACCOUNT NO.

CYCLE-031

22			CYCLE-031
*** CHECKING *** BUSINESS ACCOUNT NUMBER 01826001: PREVIOUS STATEMENT BALANCE PLUS 18 DEPOSITS LESS 23 CHECKS AI LESS CYCLE SERVI CURRENT STATEMENT BALANCE NUMBER OF DAYS IN THIS STA		TAX ID	
*** CHECK TRANSACTIONS *** SERIAL DATE 1361 08/12 1369* 08/06 1370 08/10 1371 08/04 1372 08/05 1373 08/03 1374 08/11 1375 08/11 1376 08/10 1377 08/10 1378 08/13	* AMOUNT 485.00		AMCUNT 200.00 1,900.00 210.00 35.00 325.00 12.21 2,833.78 210.00 40.50 325.00
*** CHECKING ACCOUNT TRANS DATE DESCRIPTION 08/03 DEPOSIT 08/03 DEPOSIT 08/05 DEPOSIT 08/05 DEPOSIT 08/05 DEPOSIT 08/05 DEPOSIT 08/11 DEPOSIT 08/11 DEPOSIT 08/12 DEPOSIT 08/12 DEPOSIT 08/12 DEPOSIT 08/12 DEPOSIT 08/13 DEPOSIT 08/14 DEPOSIT 08/16 DEPOSIT 08/18 DEPOSIT 08/18 DEPOSIT 08/24 DEPOSIT 08/24 DEPOSIT 08/24 DEPOSIT 08/25 DEPOSIT 08/26 DEPOSIT 08/26 DEPOSIT 08/27 DEPOSIT 08/28 DEPOSIT 08/28 DEPOSIT		DEBITS 785.25 7.50	CREDITS 200.00 313.72 1,500.00 475.00 1,000.00 2,187.50 200.00 200.00 785.25* 750.00 1,166.67 1,000.00 1,250.00 237.00 400.00 800.00
*** BALANCE BY DATE *** 07/31 168:438.82 08/03 08/06 171:086.19 08/10 08/13 169:912.45 08/18 08/21 172:746.91 08/24 08/28 172:124.51 08/31	169:597.26 00 170:447.20 00 171:066.91 00	8/04 169,387.26 8/11 171,087.20 8/19 171,531.91 8/25 173,093.29	08/05 171,939.51 08/12 169,487.45 08/20 171,496.91 08/26 170,524.51

		September-98	
Balance per Bank	30-Sep-98	122,987.22	r
Deposits in Transit	30-Sep-98	0.00	
Outstanding Checks	30-Sep-98	(904.73)	
Other	30-Sep-98	0.00	
Adjusted Bank Balance		122,082.49	
Balance per Books	31-Aug-98	109,339.78	•
Tenant Deposits	30-Sep-98	24,751.26	
Telephone Deposits	30-Sep-98	300.26	*
Disbursements	30-Sep-98	(6,747.31)	
Bank Charges	30-Sep-98	0.00	
Bank Charges	30-Sep-98	(11.50)	
Re-Deposit		(5,550.00)	Best Furniture
Adjusted Book Balance		122,082.49	
	Delta:	0.00	

September-98

Date	Deposits	-	
01-Sep-98	325.00	*	Dina Urbina
01-Sep-98	300.00	*	Dina Urbina
01-Sep-98	475.00	*	Mutual of Omaha
02-Sep-98	1,166.67	*	Business World
02-Sep-98	781.25		Elmo Perez - Jewlery
02-Sep-90 02-Sep-98	200.00	*	•
02-Sep-98	1,500.00		USW Union
02-Sep-98	2,187.50		Island Finance
03-Sep-98	782.50		Kay Travels
03-Sep-98 04-Sep-98	1,000.00		USW Union
08-Sep-98	200.00	*	
09-Sep-98	1,166.67		Business World
09-Sep-98	225.00		Gill's Electric
09-Sep-98	175.00		Natty's Cafeteria
09-Sep-98	5,550.00		Best Furniture
10-Sep-98	250.00		Dress Maker
10-Sep-98	2,500.00		Univ. of Pittsburg
10-Sep-98	950.00		IW Union
17-Sep-98	225.00		Gill's Electric
17-Sep-98	1,166.67		MI Menswear
24-Sep-98	400.00		Daisy Herbert
25-Sep-98	1,250.00		Dr. Alanso
30-Sep-98	475.00		Mutual of Omaha
30-Sep-98	1,500.00	*	New Plaza Café
TOTAL:	24,751.26	-	
	Disbursements		
	740.01	*	\\\A\D\\
	742.81 210.00		WAPA Rivera
	329.75	*	
	26.01		Vitelco - Maher
	2,300.00		
			WAPA
			Terminex
	210.00		Rivera
	325.00		Motta
	210.00		Rivera
	325.00		
			M&R - Well Pump
	210.00		· · · · · · · · · · · · · · · · · · ·
	325.00		Motta

	September-98		
1410	306.65	* WAPA - Yusuf	
1411	267.28	TresCom	
1412	40.00	Signs	<u></u>
1413	597.45	Gross Receipts Tax	$\square \longleftarrow$
TOTAL:	6,747.31		

VIRGIN ISLANDS COMMUNITY BANK 12-13 Kings St PO. Box 460 Christiansted, St. Croix, USVI 00821-0460 St. Croix, USVI 00821-0460 (809) 772-0050 MEMBER F.D.I.C. STATEMENT DATE UNITED CORP TENANT ACCOUNT PO BOX 769 09/30/98 CHRISTIANSTED VI 00821 0182600135 ACCOUNT NO. CYCLE-031 25 *** CHECKING *** BUSINESS CHECKING ACCOUNT NUMBER 0182600135 TAX ID NUMBER PREVIOUS STATEMENT BALANCE AS OF 08/31/98 PLUS 25 DEPOSITS AND OTHER CREDITS LESS 26 CHECKS AND OTHER DEBITS LESS CYCLE SERVICE CHARGE CURRENT STATEMENT BALANCE AS OF 09/30/98 NUMBER OF DAYS IN THIS STATEMENT PERIOD 30 66-0391237 172,117.01 25,051.52 74,173.81 7.50 TAX ID NUMBER 122,987.22 *** CHECK TRANSACTIONS *** SERIAL DATE AMOUNT DATE AMOUNT SERIAL 4.016.37 - 423.39 -09/10 09/11 1399 09/08 · 1365 26.01 2,300.00 12.21 35.00 09/11 1366 1367 1368 09/10 09/10 55,914.13 238.23 265.00 09/09 1401 09/17 09/15 1402 1390* 09/09 1403 210.00 09/15 09/30 09/30 09/30 09/29 09/30 1391 1392 09/04 250.137 999.980 325.00 1404 09/03 1405 210.00 1393 09/01 210.00 1406 325.00 1394 275.15 09/02 325.00-1407 210.00 325.00 1395 09/02 135.000 1403 1396 742.81 09/92 1409 1397 09/10 210.00 1410 09/28 306.65 1398 09/10 329.75 *** CHECKING ACCOUNT TRANSACTIONS *** DATE DESCRIPTION CREDITS DEBITS 300.00 325.00 475.00 09/01 DEPOSIT 09/01 DEPOSIT 09/02 DEPOSIT 200.00 09/02 DEPOSIT 781.25 09/02 DEPOSIT 1,166.67 09/02 DEPOSIT 1,500.00 09/03 DEPOSIT 300.26 782.50 2,187.50 09/03 DEPOSIT 09/03 DEPOSIT 09/04 DEPOSIT 1,000.00 DEFOSIT 09/08 200.00 DEFOSIT 175.00 225.00 09/09 09/09 DEPOSIT DEPOSIT 09/09 1,166.67 DEPOSIT 5,550.00 09/09 250.00 950.00 09/10 DEPOSIT DEPOSIT 09/10 09/10 DEPOSIT 2,500.00 09/14 FORCE PAY DEBIT DEPOSIT

09/17

09/17

09/30 09/30

DEPOSIT

DEPOSIT DEPOSIT

09/30 CYCLE SERVICE CHARGE

09/24 DEPOSIT

225.00

400.00 1,250.00 475.00

1,166.67

1,500.00

5,554.00

7.50

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13 Kines Ce 12-13 Kings St Christiansted, St. Croix, USVI 00821-0460 (809) 773-0440

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N. S. S.

Fredriksted St. Crotz, USVI 00840 (809) 772-0050

nge 2 MEMBER F.D.I.C. STATEMENT DATE

PAGE

09/30/98

0182600135

ACCOUNT NO.

CYCLE-031

UNITED CORP TENANT ACCOUNT PO_BOX 763 CHRISTIANSTED VI

25

*** BALANCE BY DATE ***
18/31 172,117.01 09/0
19/04 178,472.27 09/0
19/11 125,753.85 09/ 09/01 09/08 09/14 09/28 08/31 09/04 09/03 09/10 09/17 09/30 177:722.40 128:477.24 121:021.52 122:987.22 173,007.01 178,646.26 120,199.85 175,452.12 185,485.72 119,664.85 09/02 09/09 09/15 09/11 09/24 121,146.37 122,089.72 09/29 121,879.72

		October-98
Balance per Bank	30-Sep-98	143,652.84 *
Deposits in Transit	30-Sep-98	0.00
Outstanding Checks	30-Sep-98	(1,947.06)
Other	30-Sep-98	0.00
Adjusted Bank Balance		141,705.78
Balance per Books	31-Aug-98	122,082.49 *
Tenant Deposits	30-Sep-98	28,462.84
Telephone Deposits	30-Sep-98	283.33 *
Disbursements	30-Sep-98	(9,115.38)
Bank Charges	30-Sep-98	0.00
Bank Charges	30-Sep-98	(7.50)
Re-Deposit		0.00
Adjusted Book Balance		141,705.78
	Delta:	0.00

October-98

Date	Deposits	-	
05-Oct-98	210.00	*	Dress Maker
05-Oct-98			Elmo Perez - Jewlery
05-Oct-98			Kay Travels
05-Oct-98			Natty's Cafeteria
05-Oct-98			USW Union
06-Oct-98			Dress Maker
06-Oct-98			IW Union
13-Oct-98	•		Bee's Records
13-Oct-98			Island Finance
13-Oct-98	•		Natty's Cafeteria
13-Oct-98			Univ. of Pittsburg
14-Oct-98			Dina Urbina
14-Oct-98	325.00	*	Dina Urbina
14-Oct-98	300.00	*	Gill's Electric
14-Oct-98	1,166.67	*	MI Menswear
14-Oct-98			Plaza Laundry
14-Oct-98	1,000.00	*	USW Union
15-Oct-98	1,000.00	*	Ice Cream
15-Oct-98	1,000.00	*	JP Sales
20-Oct-98	2,920.00	*	Allcore, Inc. (4 mth rent)
20-Oct-98	1,166.67	*	Allcore, Inc. (Sec Dep)
20-Oct-98	350.00	*	Gill's Electric
21-Oct-98	140.00	*	Dress Maker
21-Oct-98	150.00	*	Natty's Cafeteria
22-Oct-98	800.00	*	Nuturama
26-Oct-98	1,250.00	*	Dr. Alanso
29-Oct-98	782.50	*	Kay Travels
30-Oct-98	781.25	*	Elmo Perez - Jewlery
30-Oct-98	1,600.00	*	JP Sales
TOTAL:	28,462.84	-	
	D: L	=	
	Disbursements	-	
1414	210.00	*	Rivera
1415	42.00	*	Vitelco - Yusuf
1416	15.49	*	American Express
1417	325.00	*	Motta
1418	1,900.00	*	Rudy Caines
1419	818.50		•
1420	240.00	*	Glass Replacement
1421	210.00		
1422	26.95	*	Vitelco

	October-98		
		•	
1423	35.00	*	Terminex
1424	325.00	*	Motta
1425	12.21	*	WAPA
1426	60.00	*	Roof Repair
1427	200.00	*	Douglas Sign Co.
1428	210.00	*	Rivera
1429	325.00	*	Motta
1430	135.00	*	Ocean Systems
1431	390.44	*	AMEX - Yusuf
1432	98.50	*	VISA - Yusuf
1433	52.50	*	Waste Removal
1434	210.00	*	Rivera
1435	82.74	*	Vitelco
1436	325.00	*	Motta
1442	187.04	*	WAPA - Yusuf
1443	731.95	*	WAPA
1437	325.00		Motta
1438	252.00		Rivera
1439	210.00		Rivera
1440	325.00		Motta
1441	135.00		Ocean Systems
1444	700.06		Gross Receipts Tax

TOTAL: 9,115.38

COMMUNITY BANK



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UNITED CORP

TENANT ACCOUNT PO BOX 763 CHRISTIANSTED VI 12-13 Kings St P.O. Box 460 Christiansted, St. Croix, USVI 00821-0460 (809) 773-0440

00821

5 Strand St Fredriksted St. Croix, USVI 00840 (809) 772-0050

MEMBER F.D.I.C. STATEMENT DATE

10/31/98

0182600135 ACCOUNT NO.

CYCLE-031

	`
*** CHECKING *** BUSINESS CHECKING	
ACCOUNT NUMBER 0182600135 TAX ID NUMBER	66-0391237
PREVIOUS STATEMENT BALANCE AS OF 09/30/98	122 * 987 * 22 28 • 746 * 17
PLUS SØ DEPOSITS AND OTHER CREDITS	
LESS 28 CHECKS AND OTHER DEBUTS	8,073,05
LESS CYCLE SERVICE CHARGE	
CURRENT STATEMENT BALANCE AS OF 10/31/98	143,652,84
NUMBER OF DAYS IN THIS STATEMENT PERIOD 31	

***	CHECK	TRANSACTIONS	***				
	SERIAL	DATE	AMOUNT		SERIAL	DATE	AMOUNT
	1411	10/14	267.28		1425	10/14	12.21
	1412	10798	40.00		1426	10/19	60.00
	1413	10/06	597.45	\leftarrow	—— 1427	10/23	200.00
	1414	19796	210.00		1428	10/20	210.00
	1415	10/07	42.00		1429	10/21	325.00
	1416	10/09	15.49		1430	10/23	135.00
	1417	10/07	325.00		1431	10/28	390.44
	1418	10/20	1,900.00		1432	10/28	98.50
	1419	10/05	818.50		1433	10/23	52.50
	1420	10/08	240.00		1434	10/27	210.00
	1421	10/14	210.00		1435	10/28	82.74
	1422	10/14	26.95		1436	10/27	325.00
	1423	10/20	35.00		1442*	10/28	187.04
	1424	10/15	325.00		1443	10/28	731.95

*** CHECKING ACCOUNT TRANSACTIONS ***		
DATE DESCRIPTION	DEBITS	CREDITS
10/05 DEPOSIT		210.00
10/05 DEPOSIT		725.75
10/05 DEPOSII		781.25
10/05 DEPOSIT		782.50
10/05 DEFOSIT		950.00
10/03 DEPOSIT		283.33
10/06 DEFOSIT		600.00
10/06 DEFOSTT		1,500.00
10/13 DEPOSIT		125.00
10/13 DEPOSIT		600.00
10/13 DEPOSIT		1,250.00
10/13 DEPOSIT		2,406.25
10/14 DEFOSTT		ଓଡ଼େ.ଡ଼
10/14 DEFOSIT		ଞ୍ଚୁ.ଡ଼
10/14 DEPOSIT		325.00
10/14 DEPOSIT		1,000.00
10/14 DEPOSIT		1,166.67
10/14 DEPOSIT		3,500.00
10/15 DEPOSIT		1,000.00
10/15 DEPOSIT		1,000.00
10/20 DECOSTE		350.00
10/20 DEFOSIT		1,166.67
10/20 DEFOSII		2,920.00
10/21 DEFOSIT		140.00
10/21 DEFOSII		150.00
10/22 DEPOSII		300.00
10/26 DEPOSIT		1,250.00
10/29 DEFOSIT		782.50

OMMUNITY BANK

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UNITED CORP

TENANT ACCOUNT PO_BOX_760

CHRISTIANSTED VI

12-13 Kings St P.O. Box 460 Christiansted, St. Croix, USVI 00821-0460 (809) 773-0440

00821

5 Strand St Fredriksted St. Croix, USVI 00840 (809) 772-0050

MEMBER F.D.I.C. STATEMENT DATE

PAGE

2

10/31/98

0182600135 ACCOUNT NO.

CYCLE-031

*** CHECKING ACCOUNT TRANSACTIONS ***

DATE DESCRIPTION DEBITS CREDITS
10/30 DEPOSIT 781.25
10/30 DEPOSIT 1,600.00
10/31 CYCLE SERVICE CHARGE 7,50

*** BALANCE BY DATE ***
09/30 122,987.22 10/
0/08 126,547.10 10/ 127,194.10 130,912.86 140,894.76 142,522.26 143,660.34 ∌9730 10708 10/05 125,618.22 10/06 10/13 126,827.10 10/07 10/14 10/21 10/27 10/31 10/09 10/15 10/22 10/28 138,663.09 141,659.76 140,496.59 10/19 10/23 10/29 138,603.09 141,272.26 141,279.09 10/20 10/26 10/30 140,859.76 141,987.26 143,652.84

		November-98
Balance per Bank	30-Nov-98	167,461.45 *
Deposits in Transit	30-Nov-98	0.00
Outstanding Checks	30-Nov-98	(4,659.44)
Other	30-Nov-98	0.00
Adjusted Bank Balance		162,802.01
Balance per Books	31-Oct-98	141,705.78 *
Tenant Deposits	30-Nov-98	27,846.17
Telephone Deposits	30-Nov-98	256.08
Disbursements	30-Nov-98	(6,998.52)
Bank Charges	30-Nov-98	0.00
Bank Charges	30-Nov-98	(7.50)
Re-Deposit		0.00
Adjusted Book Balance		162,802.01
	Delta:	0.00

November-98

03-Nov-98	Date	Deposits		
04-Nov-98 4.00 * Best Furn - Bank Chg. 04-Nov-98 5,550.00 * Best Furniture 04-Nov-98 2,406.25 * Island Finance 04-Nov-98 475.00 * Mutual of Omaha 04-Nov-98 1,500.00 * New Plaza Café 04-Nov-98 1,500.00 * Univ. of Pittsburg 13-Nov-98 1,250.00 * Dress Maker 13-Nov-98 300.00 * Gill's Electric 13-Nov-98 1,000.00 * USW Union 20-Nov-98 613.00 * Natty's Cafeteria 23-Nov-98 250.00 * Dress Maker 23-Nov-98 950.00 * IW Union 25-Nov-98 50.00 * Iw Union 25-Nov-98 50.00 * Iw Union 25-Nov-98 781.25 * Elmo Perez - Jewlery TOTAL: 27,846.17 Disbursements	03-Nov-98	800.00	*	Nuturama
04-Nov-98 5,550.00 * Best Furniture 04-Nov-98 2,406.25 * Island Finance 04-Nov-98 475.00 * Mutual of Omaha 04-Nov-98 1,500.00 * New Plaza Café 04-Nov-98 1,250.00 * Univ. of Pittsburg 04-Nov-98 1,500.00 * USW Union 12-Nov-98 200.00 * Dress Maker 13-Nov-98 1,250.00 * Dress Maker 13-Nov-98 1,250.00 * Dress Maker 13-Nov-98 1,66.67 * MI Menswear 19-Nov-98 350.00 * Gill's Electric 19-Nov-98 1,000.00 * USW Union 20-Nov-98 7,000.00 * Best Furniture 23-Nov-98 250.00 * Dress Maker 23-Nov-98 950.00 * IW Union 25-Nov-98 950.00 * IW Union 25-Nov-98 500.00 * Elmo Perez - Jewlery TOTAL: 27,846.17 Disbursements * Plumber 1446 227.95 * Plumber 1447				
04-Nov-98 2,406.25 * Island Finance 04-Nov-98 475.00 * Mutual of Omaha 04-Nov-98 1,500.00 * New Plaza Café 04-Nov-98 1,250.00 * Univ. of Pittsburg 04-Nov-98 1,500.00 * USW Union 12-Nov-98 200.00 * Dress Maker 13-Nov-98 1,250.00 * Dr. Alanso 13-Nov-98 300.00 * Gill's Electric 13-Nov-98 1,166.67 * MI Menswear 19-Nov-98 1,000.00 * USW Union 20-Nov-98 1,000.00 * USW Union 20-Nov-98 7,000.00 * Best Furniture 23-Nov-98 250.00 * Dress Maker 23-Nov-98 950.00 * IW Union 25-Nov-98 500.00 * Ice Cream 30-Nov-98 781.25 * Elmo Perez - Jewlery TOTAL: 27,846.17 Disbursements * Primus Tele - Yusuf 1445 64.00 * Douglas Sign 1446 227.95 * Piumber 1447				
04-Nov-98				
04-Nov-98		·		
04-Nov-98				
04-Nov-98 1,500.00 * USW Union 12-Nov-98 200.00 * Dress Maker 13-Nov-98 1,250.00 * Dr. Alanso 13-Nov-98 300.00 * Gill's Electric 13-Nov-98 1,166.67 * MI Menswear 19-Nov-98 350.00 * Gill's Electric 19-Nov-98 1,000.00 * USW Union 20-Nov-98 613.00 * Natty's Cafeteria 23-Nov-98 7,000.00 * Best Furniture 23-Nov-98 950.00 * IW Union 25-Nov-98 500.00 * IV Union 25-Nov-98 500.00 * IV Union 25-Nov-98 500.00 * IV Union 25-Nov-98 781.25 * Elmo Perez - Jewlery TOTAL: 27,846.17 * Douglas Sign 1446 227.95 * Plumber 1447 341.29 * Primus Tele - Yusuf 1448 69.00 * Elevator Parts 1449 24.05 * Vitelco 1450 210.00 * Rivera 1451 348.17 * Motta 1452 210.00 <t< td=""><td></td><td></td><td></td><td></td></t<>				
12-Nov-98	04-Nov-98			_
13-Nov-98	12-Nov-98	·		
13-Nov-98 1,166.67 * MI Menswear 19-Nov-98 350.00 * Gill's Electric 19-Nov-98 1,000.00 * USW Union 20-Nov-98 613.00 * Natty's Cafeteria 23-Nov-98 7,000.00 * Best Furniture 23-Nov-98 250.00 * Dress Maker 23-Nov-98 950.00 * IW Union 25-Nov-98 500.00 * Ice Cream 30-Nov-98 781.25 * Elmo Perez - Jewlery TOTAL: 27,846.17 Disbursements 1445 64.00 * Douglas Sign 1446 227.95 * Plumber 1447 341.29 * Primus Tele - Yusuf 1448 69.00 * Elevator Parts 1449 24.05 * Vitelco 1450 210.00 * Rivera 1451 348.17 * Motta 1452 210.00 * Rivera 1453 333.00 * Motta 1454 276.59 AMEX - Yusuf 1455 100.10 * VISA - Yusuf 1456 35.00 Terminex 1457 174.47 * STX Gas 1458 2,300.00 Rudy Caines 1459 134.00 Plumber 1460 210.00 Rivera 1461 237.05 * WAPA - Yusuf	13-Nov-98	1,250.00	*	Dr. Alanso
19-Nov-98	13-Nov-98			
19-Nov-98	13-Nov-98	1,166.67	*	MI Menswear
20-Nov-98 7,000.00 * Best Furniture 23-Nov-98 250.00 * Dress Maker 23-Nov-98 950.00 * IW Union 25-Nov-98 500.00 * Ice Cream 30-Nov-98 781.25 * Elmo Perez - Jewlery TOTAL: 27,846.17 Disbursements 1445 64.00 * Douglas Sign 1446 227.95 * Plumber 1447 341.29 * Primus Tele - Yusuf 1448 69.00 * Elevator Parts 1449 24.05 * Vitelco 1450 210.00 * Rivera 1451 348.17 * Motta 1452 210.00 * Rivera 1453 333.00 * Motta 1454 276.59 AMEX - Yusuf 1455 100.10 * VISA - Yusuf 1456 35.00 Terminex 1457 174.47 * STX Gas 1458 2,300.00 Rudy Caines 1459 134.00 Plumber 1460 210.00 Rivera 1461 237.05 * WAPA - Yusuf	19-Nov-98	350.00	*	Gill's Electric
23-Nov-98	19-Nov-98	1,000.00	*	USW Union
23-Nov-98 950.00 * IW Union 25-Nov-98 500.00 * IW Union 25-Nov-98 500.00 * Ice Cream 30-Nov-98 781.25 * Elmo Perez - Jewlery TOTAL: 27,846.17 Disbursements	20-Nov-98	613.00	*	Natty's Cafeteria
23-Nov-98 500.00 * IW Union 25-Nov-98 500.00 * Ice Cream 30-Nov-98 781.25 * Elmo Perez - Jewlery TOTAL: 27,846.17 Disbursements	23-Nov-98	7,000.00	*	Best Furniture
25-Nov-98 500.00 * Ice Cream 30-Nov-98 781.25 * Elmo Perez - Jewlery TOTAL: 27,846.17 Disbursements 1445 64.00 * Douglas Sign 1446 227.95 * Plumber 1447 341.29 * Primus Tele - Yusuf 1448 69.00 * Elevator Parts 1449 24.05 * Vitelco 1450 210.00 * Rivera 1451 348.17 * Motta 1452 210.00 * Rivera 1453 333.00 * Motta 1454 276.59 AMEX - Yusuf 1455 100.10 * VISA - Yusuf 1456 35.00 Terminex 1457 174.47 * STX Gas 1458 2,300.00 Rudy Caines 1459 134.00 Plumber 1460 210.00 Rivera 1461 237.05 * WAPA - Yusuf	23-Nov-98	250.00	*	Dress Maker
TOTAL: 27,846.17 Disbursements Douglas Sign 1446 227.95 * Plumber 1447 341.29 * Primus Tele - Yusuf 1448 69.00 * Elevator Parts 1449 24.05 * Vitelco 1450 210.00 * Rivera 1451 348.17 * Motta 1452 210.00 * Rivera 1453 333.00 * Motta 1454 276.59 AMEX - Yusuf 1455 100.10 * VISA - Yusuf 1456 35.00 Terminex 1457 174.47 * STX Gas 1458 2,300.00 Rudy Caines 1459 134.00 Plumber 1460 210.00 Rivera 1461 237.05 * WAPA - Yusuf 1461	23-Nov-98	950.00	*	IW Union
TOTAL: 27,846.17 Disbursements 64.00 * Douglas Sign 1446 227.95 * Plumber 1447 341.29 * Primus Tele - Yusuf 1448 69.00 * Elevator Parts 1449 24.05 * Vitelco 1450 210.00 * Rivera 1451 348.17 * Motta 1452 210.00 * Rivera 1453 333.00 * Motta 1454 276.59 AMEX - Yusuf 1455 100.10 * VISA - Yusuf 1456 35.00 Terminex 1457 174.47 * STX Gas 1458 2,300.00 Rudy Caines 1459 134.00 Plumber 1460 210.00 Rivera 1461 237.05 * WAPA - Yusuf	25-Nov-98	500.00	*	Ice Cream
Disbursements 1445 64.00 * Douglas Sign 1446 227.95 * Plumber 1447 341.29 * Primus Tele - Yusuf 1448 69.00 * Elevator Parts 1449 24.05 * Vitelco 1450 210.00 * Rivera 1451 348.17 * Motta 1452 210.00 * Rivera 1453 333.00 * Motta 1454 276.59 AMEX - Yusuf 1455 100.10 * VISA - Yusuf 1456 35.00 Terminex 1457 174.47 * STX Gas 1458 2,300.00 Rudy Caines 1459 134.00 Plumber 1460 210.00 Rivera 1461 237.05 * WAPA - Yusuf	30-Nov-98	781.25	*	Elmo Perez - Jewlery
1445 64.00 * Douglas Sign 1446 227.95 * Plumber 1447 341.29 * Primus Tele - Yusuf 1448 69.00 * Elevator Parts 1449 24.05 * Vitelco 1450 210.00 * Rivera 1451 348.17 * Motta 1452 210.00 * Rivera 1453 333.00 * Motta 1454 276.59 AMEX - Yusuf 1455 100.10 * VISA - Yusuf 1456 35.00 Terminex 1457 174.47 * STX Gas 1458 2,300.00 Rudy Caines 1459 134.00 Plumber 1460 210.00 Rivera 1461 237.05 * WAPA - Yusuf				
1446 227.95 * Plumber 1447 341.29 * Primus Tele - Yusuf 1448 69.00 * Elevator Parts 1449 24.05 * Vitelco 1450 210.00 * Rivera 1451 348.17 * Motta 1452 210.00 * Rivera 1453 333.00 * Motta 1454 276.59 AMEX - Yusuf 1455 100.10 * VISA - Yusuf 1456 35.00 Terminex 1457 174.47 * STX Gas 1458 2,300.00 Rudy Caines 1459 134.00 Plumber 1460 210.00 Rivera 1461 237.05 * WAPA - Yusuf	TOTAL:	27,846.17		
1446 227.95 * Plumber 1447 341.29 * Primus Tele - Yusuf 1448 69.00 * Elevator Parts 1449 24.05 * Vitelco 1450 210.00 * Rivera 1451 348.17 * Motta 1452 210.00 * Rivera 1453 333.00 * Motta 1454 276.59 AMEX - Yusuf 1455 100.10 * VISA - Yusuf 1456 35.00 Terminex 1457 174.47 * STX Gas 1458 2,300.00 Rudy Caines 1459 134.00 Plumber 1460 210.00 Rivera 1461 237.05 * WAPA - Yusuf	TOTAL:		•	
1447 341.29 * Primus Tele - Yusuf 1448 69.00 * Elevator Parts 1449 24.05 * Vitelco 1450 210.00 * Rivera 1451 348.17 * Motta 1452 210.00 * Rivera 1453 333.00 * Motta 1454 276.59 AMEX - Yusuf 1455 100.10 * VISA - Yusuf 1456 35.00 Terminex 1457 174.47 * STX Gas 1458 2,300.00 Rudy Caines 1459 134.00 Plumber 1460 210.00 Rivera 1461 237.05 * WAPA - Yusuf		Disbursements		Douglas Sign
1448 69.00 * Elevator Parts 1449 24.05 * Vitelco 1450 210.00 * Rivera 1451 348.17 * Motta 1452 210.00 * Rivera 1453 333.00 * Motta 1454 276.59 AMEX - Yusuf 1455 100.10 * VISA - Yusuf 1456 35.00 Terminex 1457 174.47 * STX Gas 1458 2,300.00 Rudy Caines 1459 134.00 Plumber 1460 210.00 Rivera 1461 237.05 * WAPA - Yusuf	1445	Disbursements 64.00		
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1450 210.00 * Rivera 1451 348.17 * Motta 1452 210.00 * Rivera 1453 333.00 * Motta 1454 276.59 AMEX - Yusuf 1455 100.10 * VISA - Yusuf 1456 35.00 Terminex 1457 174.47 * STX Gas 1458 2,300.00 Rudy Caines 1459 134.00 Plumber 1460 210.00 Rivera 1461 237.05 * WAPA - Yusuf	1445 1446 1447	Disbursements 64.00 227.95 341.29	*	Plumber Primus Tele - Yusuf
1451 348.17 * Motta 1452 210.00 * Rivera 1453 333.00 * Motta 1454 276.59 AMEX - Yusuf 1455 100.10 * VISA - Yusuf 1456 35.00 Terminex 1457 174.47 * STX Gas 1458 2,300.00 Rudy Caines 1459 134.00 Plumber 1460 210.00 Rivera 1461 237.05 * WAPA - Yusuf	1445 1446 1447 1448	Disbursements 64.00 227.95 341.29 69.00	* *	Plumber Primus Tele - Yusuf Elevator Parts
1453 333.00 * Motta 1454 276.59 AMEX - Yusuf 1455 100.10 * VISA - Yusuf 1456 35.00 Terminex 1457 174.47 * STX Gas 1458 2,300.00 Rudy Caines 1459 134.00 Plumber 1460 210.00 Rivera 1461 237.05 * WAPA - Yusuf	1445 1446 1447 1448 1449	Disbursements 64.00 227.95 341.29 69.00 24.05	* * *	Plumber Primus Tele - Yusuf Elevator Parts Vitelco
1454 276.59 AMEX - Yusuf 1455 100.10 * VISA - Yusuf 1456 35.00 Terminex 1457 174.47 * STX Gas 1458 2,300.00 Rudy Caines 1459 134.00 Plumber 1460 210.00 Rivera 1461 237.05 * WAPA - Yusuf	1445 1446 1447 1448 1449 1450	Disbursements 64.00 227.95 341.29 69.00 24.05 210.00	* * * *	Plumber Primus Tele - Yusuf Elevator Parts Vitelco Rivera
1455 100.10 * VISA - Yusuf 1456 35.00 Terminex 1457 174.47 * STX Gas 1458 2,300.00 Rudy Caines 1459 134.00 Plumber 1460 210.00 Rivera 1461 237.05 * WAPA - Yusuf	1445 1446 1447 1448 1449 1450	Disbursements 64.00 227.95 341.29 69.00 24.05 210.00 348.17	* * * * *	Plumber Primus Tele - Yusuf Elevator Parts Vitelco Rivera Motta
1456 35.00 Terminex 1457 174.47 * STX Gas 1458 2,300.00 Rudy Caines 1459 134.00 Plumber 1460 210.00 Rivera 1461 237.05 * WAPA - Yusuf	1445 1446 1447 1448 1449 1450 1451 1452	Disbursements 64.00 227.95 341.29 69.00 24.05 210.00 348.17 210.00	* * * * * *	Plumber Primus Tele - Yusuf Elevator Parts Vitelco Rivera Motta Rivera
1457 174.47 * STX Gas 1458 2,300.00 Rudy Caines 1459 134.00 Plumber 1460 210.00 Rivera 1461 237.05 * WAPA - Yusuf	1445 1446 1447 1448 1449 1450 1451 1452 1453	64.00 227.95 341.29 69.00 24.05 210.00 348.17 210.00 333.00	* * * * * * *	Plumber Primus Tele - Yusuf Elevator Parts Vitelco Rivera Motta Rivera Motta Motta
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1459 134.00 Plumber 1460 210.00 Rivera 1461 237.05 * WAPA - Yusuf	1445 1446 1447 1448 1449 1450 1451 1452 1453 1454	64.00 227.95 341.29 69.00 24.05 210.00 348.17 210.00 333.00 276.59 100.10	* * * * * * *	Plumber Primus Tele - Yusuf Elevator Parts Vitelco Rivera Motta Rivera Motta AMEX - Yusuf VISA - Yusuf
1460 210.00 Rivera 1461 237.05 * WAPA - Yusuf	1445 1446 1447 1448 1449 1450 1451 1452 1453 1454 1455	64.00 227.95 341.29 69.00 24.05 210.00 348.17 210.00 333.00 276.59 100.10 35.00	* * * * * * * *	Plumber Primus Tele - Yusuf Elevator Parts Vitelco Rivera Motta Rivera Motta AMEX - Yusuf VISA - Yusuf Terminex
1461 237.05 * WAPA - Yusuf	1445 1446 1447 1448 1449 1450 1451 1452 1453 1454 1455 1456 1457	04.00 227.95 341.29 69.00 24.05 210.00 348.17 210.00 333.00 276.59 100.10 35.00 174.47	* * * * * * * * *	Plumber Primus Tele - Yusuf Elevator Parts Vitelco Rivera Motta Rivera Motta AMEX - Yusuf VISA - Yusuf Terminex STX Gas
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4400	1445 1446 1447 1448 1449 1450 1451 1452 1453 1454 1455 1456 1457 1458 1459	64.00 227.95 341.29 69.00 24.05 210.00 348.17 210.00 333.00 276.59 100.10 35.00 174.47 2,300.00 134.00	* * * * * * * * *	Plumber Primus Tele - Yusuf Elevator Parts Vitelco Rivera Motta Rivera Motta AMEX - Yusuf VISA - Yusuf Terminex STX Gas Rudy Caines Plumber
1462 325.00 Motta	1445 1446 1447 1448 1449 1450 1451 1452 1453 1454 1455 1456 1457 1458 1459 1460	04.00 227.95 341.29 69.00 24.05 210.00 348.17 210.00 333.00 276.59 100.10 35.00 174.47 2,300.00 134.00 210.00	* * * * * * * * *	Plumber Primus Tele - Yusuf Elevator Parts Vitelco Rivera Motta Rivera Motta AMEX - Yusuf VISA - Yusuf Terminex STX Gas Rudy Caines Plumber Rivera

	November-98		
1463 1464	225.00 1,153.85	Ocean Systems Gross Receipts	¬
TOTAL:	6,998.52	•	

COMMUNITY BANK



"We Are Community"

12-13 Kings St P.O. Box 460 Christiansted, St. Croix, USVI 00821-0460 (809) 773-0440 5 Strand St Fredriksted St. Croix, USVI 00840 (809) 772-0050

MEMBER F.D.I.C. STATEMENT DATE

11/30/98

018260**01**38

ACCOUNT NO.

CYCLE-031

UNITED CORP TENANT ACCOUNT PO BOX 743 CHRISTIANSTED VI 00821

*** CHECKING *** BUSINESS CHECKING		
	TAX ID NUMBER	66-0391237
PREVIOUS STATEMENT BALANCE AS OF 10/01/98		143,652.84
PLUS 21 DEPOSITS AND OTHER CREDITS		
LESS 18 CHECKS AND OTHER DEDITS		4.286.14
LESS CYCLE SERVICE CHARGE		7.50
CURRENT STATEMENT BALANCE AS OF 11/20/98		167,461.45
NUMBER OF DAYS IN THIS STATEMENT PERIOD 30		

***	CHECK TR SER) AL 1437 1438 1439 1440 1441 1444* 1446 1447	ANSACTIONS DATE 11/03 11/03 11/10 11/12 11/03 11/03 11/09 11/18 11/18 11/20	*** AMDUNT 325.00 252.00 210.00 325.00 135.00 700.00 227.95 341.29		SERIAL 1449 1449 1450 1451 1453 1455* 1457* 1461*	DATE 11/23 11/17 11/17 11/24 11/25 11/27 11/27	AMOUNT 69.00 24.05 210.00 348.17 210.00 330.00 174.47 237.05
	1441	117200	124 E 4 C 7		1401*	117.50	20 C 200

11/03 DEPOSIT 11/04 DEPOSIT 11/12 DEPOSIT 11/12 DEPOSIT 11/13 DEPOSIT 11/13 DEPOSIT 11/19 DEPOSIT 11/20 DEPOSIT 11/24 DEPOSIT 11/24 DEPOSIT 11/25 DEPOSIT	TRANSACTIONS CRIPTION			CREDITS 256.000 4750.000 4750.000 1.500.000 1.500.000 1.500.000 1.2550.000 1.2550.000 1.2550.000 1.2500.000 1.2500.000 7.500.000 7.500.000 7.500.000
	CHARGE	,	7.50	

		December-98	
Balance per Bank	31-Dec-98	177,849.41 *	
Deposits in Transit	31-Dec-98	0.00	
Outstanding Checks	31-Dec-98	(1,695.59)	
Other	31-Dec-98	0.00	
Adjusted Bank Balance		176,153.82	
Balance per Books	30-Nov-98	162,802.01 *	
Tenant Deposits	31-Dec-98	22,926.67	
Telephone Deposits	31-Dec-98	271.70 *	
Telephone Deposits	31-Dec-98	279.26 *	
Disbursements	31-Dec-98	(10,686.94)	
Returned Deposit	31-Dec-98	(390.00)	Gill's Electric
Returned Deposit	31-Dec-98	(150.00)	Natty's Cafeteria
Bank Charges	31-Dec-98	(15.50) *	
Refund	31-Dec-98	116.62 *	WAPA Refund
Deposit Photo Mach.		1,000.00 *	V.M. Liger
Adjusted Book Balance		176,153.82	
	Delta:	0.00	

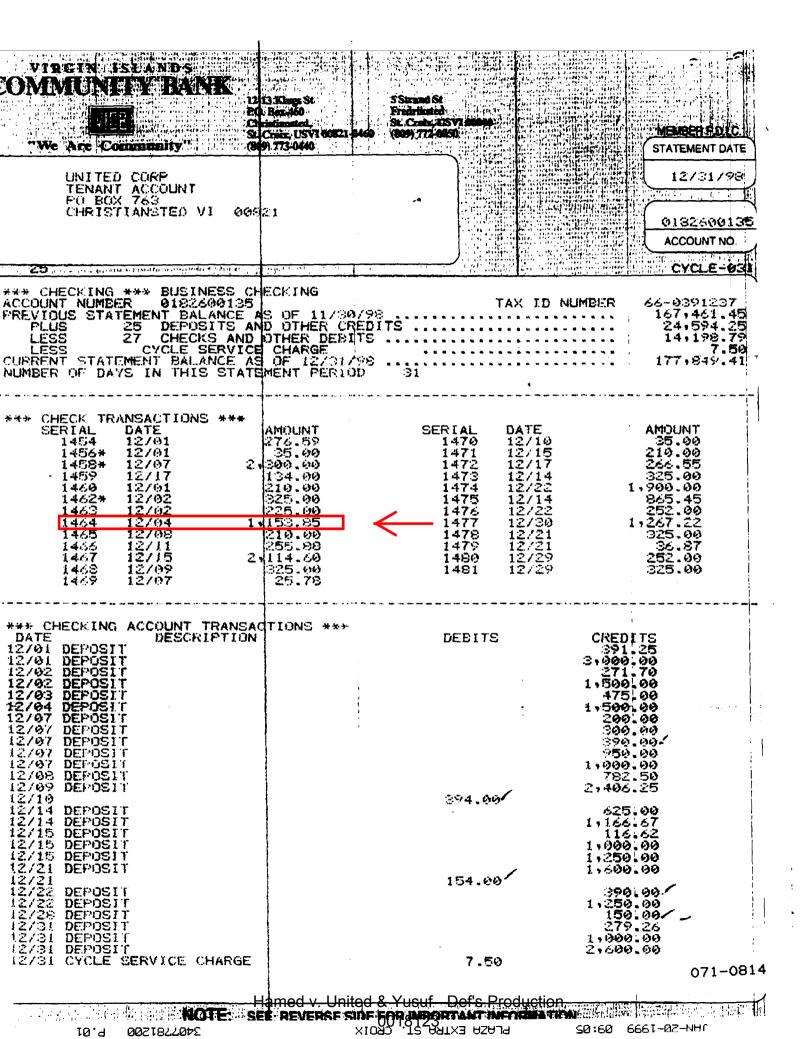
Page 1 Hamed v. United & Yusuf - Def's Production 0018120

December-98

	Date	Deposits	-	
	01-Dec-98	391 25	*	Gill's Electric
	01-Dec-98			Plaza Laundry
	02-Dec-98			USW Union
	03-Dec-98	475.00		
	04-Dec-98	1,500.00		
	07-Dec-98	200.00	*	
	07-Dec-98	300.00		Dina Urbina
	07-Dec-98	390.00		Gill's Electric
	07-Dec-98			IW Union
	07-Dec-98			USW Union
	08-Dec-98			Kay Travels
	09-Dec-98			Island Finance
	14-Dec-98	625.00		
	14-Dec-98	1,166.67		•
	15-Dec-98			Univ. of Pittsburg
	21-Dec-98			JP Sales
	22-Dec-98	390.00		Gill's Electric
	22-Dec-98	1,250.00	*	Dr. Alanso
	28-Dec-98	150.00	*	Natty's Cafeteria
	31-Dec-98	1,000.00		JP Sales
	31-Dec-98	2,600.00	*	JP Sales
	_		_	
	TOTAL:	22,926.67		
		Disbursements	-	
1465		210.00	*	Rivera
1466		255.88		
1467			*	Telephone - F. Yusuf Amex M. Yusuf
1468		2,114.60 325.00	*	Motta
1469		25.78	*	Telephone - M. Yusuf
1470		35.00	*	Terminex - M. Yusuf
1471		210.00	*	Rivera
1472		266.55		Plumber
1473		325.00	*	Motta
1474			*	
1475		865.45	*	*
1476		252.00	*	Rivera
1477		1,267.22		
1478		325.00	*	
1479		36.87	*	Telephone - F. Yusuf
1480		252.00	*	Rivera
1481		325.00	*	Motta
		020.00		

December-98

1482	1.113.85	GRT - VIBIR
1483	252.00	Rivera
1484	325.00	Motta
1485	4.74	Telephone
<u>-</u>		
TOTAL:	10,686.94	



SØ.9 JATOT VIRGIN ISLANDS COMMENTERS 5 Strend St. Fredriksted Ed: Dox,466 Christiansted, St. Crois, USVI 00821 (89) 773-0440 St. Croix, USVI 00000 (809) 772-8050 "We Are Community" STATEMENT DATE UNITED CORP TENANT ACCOUNT PO BOX 768 CHRISTIANSTED VI 12/31/98 rate of the right profes 00321 0182600135 ACCOUNT NO. and the Commence of the state of the control of the *** BALANCE BY DATE 1/30 167,461.45 2/04 172,373.96 2/10 175,112.93 2/17 175,099.74 12/01 12/07 12/11 12/21 12/30 12/02 12/08 12/14 12/22 12/03 12/09 12/15 12/28 170.331.11 172.888.18 174.857.05 11/30 171,552.81 172,027.81 12/04 12/10 12/17 12/29 175,541.93 175,500.29 173,460.68 175,458.27 175,671.87 176,188,97 175,244.87 12/31 177,849.41

071-0815

EXHIBIT 11

CHART 1 – Gross Receipts Tax Claimed By The Yusufs and Hameds



The notations on this were made by me this day of January, 2020: _______

EXHIBIT 12

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

MOHAMMAD HAMED	:	
	:	CIVIL NO. SX-12-CIV-370

Plaintiff : CIVIL ACTION

Vs. : ACTION FOR DAMAGES

FATHI YUSUF : AFFIDAVIT OF FATHI YUSUF

UNITED CORPORATION :

:

Defendants

.....

AFFIDAVIT OF FATHI YUSUF

- I, Fathi Yusuf, pursuant to 28 USC §1746, declare under oath that:
 - 1. I am an adult of sound mind, and I am the treasurer and secretary of United Corporation, as such I am aware of the facts herein.
 - 2. I have made repeated demands for rent outstanding to Plaintiff Hamed regarding the current rent obligations owed to United.
 - 3. United Shopping Plaza is divided into various sized retail spaces. Each retail space is referred to as a "Bay." Since 1986, Bay 1, a 69,680 Sq. Ft. (approx.) retail space has been occupied by the Plaza Extra Supermarket in Sion Farm, St. Croix.
 - 4. For the period of January 1st, 2012 through September 1, 2013 there is rent outstanding and due in the amount of \$1,234,618.98.
 - 5. The period of January 1st, 2012 through September 1, 2013 reflects a 21 month rental period at a monthly rate of \$58,791.38 for a total of \$1,234,618.98. The monthly rate is calculated based on the sales of the Plaza Extra Store in St. Thomas.
 - 6. This rate has been agreed upon by myself and Mohammed Hamed and was used to calculate the rent for the period of May 5th, 2004 through December 31st, 2011. The

attached Exhibit B shows how the calculations have been done, and to which everyone agreed to by issuing a check in the amount of \$5,408,806.74. Therefore, the monthly rate of \$58,791.38 is what the current monthly rent is.

- 7. For the period of January 1, 1994 through May 4th, 2004, there is rent outstanding in the amount of \$3,999,679.73 (69,680 Sq. Ft. of Retail Space @ \$5.55 sq. ft.). This reflects a rental period of 10 Years &125 days. The rate of \$5.55 sq. ft. has always been significantly below market value.
- 8. United did not make a demand for the rent for the period of January 1, 1994 through May 4th, 2004 because records concerning the exact months that rental period began and ended were in the possession of the Federal government. Plaintiff knows well these records are in the possession of the federal government, and has never made any objections or denied that no agreement existed regarding the payment of rents.
- 9. It is respectfully requested that an Order permitting United withdraw the back rent of \$5,234,298.71 the value of all rents due for Bay 1.
- 10. As the fee simple owner of United Shopping Plaza, Defendant United is also entitled to repossess the premises immediately as a result of Plaintiff's bad faith refusal to allow United to withdraw rents at a rate that has already been agreed on.
- 11. Whether the court declares this to be partnership, a business agreement, or any other legal entity, the rent due must be paid, and there can be no excuse for failure to pay any rent.

Date: 9-5-2013

Fathi Yusuf

EXHIBIT 13

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,) CIVIL NO. SX-12-CV-370
v.	
) ACTION FOR INJUNCTIVE
FATHI YUSUF and UNITED CORPORATION,) RELIEF, DECLARATORY
) JUDGMENT, AND
Defendants/Counterclaimants,) PARTNERSHIP DISSOLUTION,
v.) WIND UP, AND ACCOUNTING
WALEED HAMED, WAHEED HAMED,	
MUFEED HAMED, HISHAM HAMED, and	
PLESSEN ENTERPRISES, INC.,	The state of the s
	Salar Sa
Additional Counterclaim Defendants.) Consolidated With
WALEED HAMED, as Executor of the)
Estate of MOHAMMAD HAMED,	
Estate of Molanian B landas,) CIVIL NO. SX-14-CV-287
Plaintiff,)
v.) ACTION FOR DAMAGES AND
v.) DECLARATORY JUDGMENT
UNITED CORPORATION,) DECEARATORY JOBGIVIENT
UNITED CORPORATION,	,
Defendant.	,
WALEED HAMED, as Executor of the	,
) CIVII NO SV 14 OV 270
Estate of MOHAMMAD HAMED,) CIVIL NO. SX-14-CV-278
the same	
Plaintiff,) ACTION FOR DEBT
AND	
v.) CONVERSION
)
FATHI YUSUF,)
)
Defendant.)
FATHI YUSUF and)
UNITED CORPORATION,)
) CIVIL NO. ST-17-CV-384
Plaintiffs,)
	A CTION TO SET ASIDE

v.) FRAUDULENT TRANSFERS
)
THE ESTATE OF MOHAMMAD HAMED,	
Waleed Hamed as Executor of the Estate of) .
Mohammad Hamed, and)
THE MOHAMMAD A. HAMED LIVING)
TRUST,)
Defendants.)
)
DECLARATION	OF NEJEH YUSUF
	§ 1746, and V.I.R. Civ. P. 84, declare under the ed States Virgin Islands, that the following is true
employment for Margaret Soeffing by United v	rds to re-familiarize myself with the dates of the which is attached hereto and reflects that her hire yroll records and can confirm her end date of

employment with United was June 2013.

Dated: June 11, 2020

Nejeh Yusuf

MARGARET SOEFFING EMPLOYEE MAINTENANCE FILE:

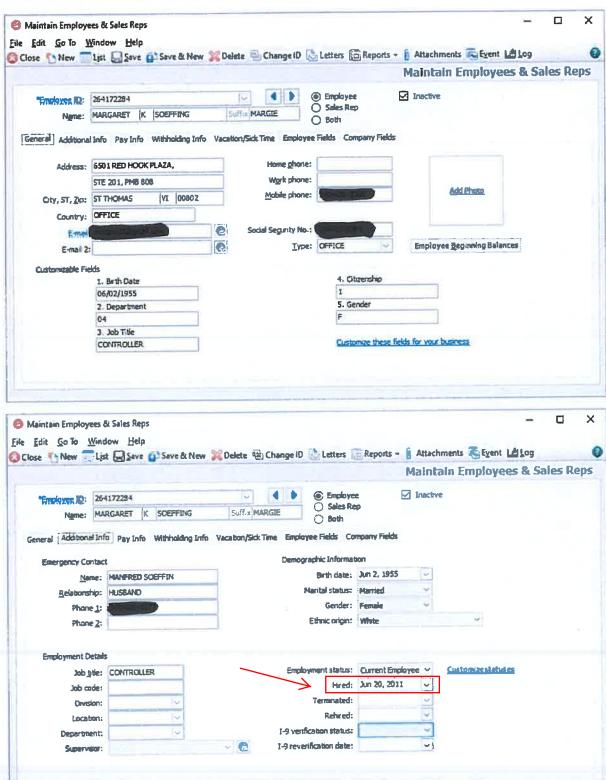


EXHIBIT 14

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

MOHAMMAD HAMED, by his authorized agent WALEED HAMED,	CIVIL NO. SX-12-CV-370
Plaintiff/Counterclaim Defendant,	ACTION FOR DAMAGES, INJUNCTIVE RELIEF AND DECLARATORY RELIEF
vs.)
FATHI YUSUF and UNITED CORPORATION,	JURY TRIAL DEMANDED
Defendants/Counterclaimants,))
vs.)
WALEED HAMED, WAHEED HAMED, MUFEED HAMED, HISHAM HAMED, and PLESSEN ENTERPRISES, INC.,	16 F
Additional Counterclaim Defendants.	FB 17

OPPOSITION TO MOTION TO REMOVE THE LIQUIDATING PARTNER

As the Court will recall, plaintiff/counterclaim defendant Mohammad Hamed ("Hamed") vehemently objected to the appointment of defendant/counterclaimant Fathi Yusuf ("Yusuf") as the Liquidating Partner¹, even though Hamed did not seriously dispute he was unqualified to serve in that position. *See, e.g.,* Hamed's Comments Re Proposed Winding Up Order filed on October 21, 2014 and his Response to Defendant's Comments Re Proposed Winding Up Order filed on October 28, 2014. In its Order adopting the Plan dated January 7, 2015 and entered on January 9, 2015 (the "Wind Up Order"), this Court effectively overruled Hamed's objections and appointed Yusuf as the Liquidating Partner. The Wind Up Order and the Plan included language clearly intended to address Hamed's objections to Yusuf serving as the Liquidating Partner. For example, the Wind Up Order provided as follows:

DUDLEY, TOPPER AND FEUERZEIG, LLP

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

¹ Unless otherwise defined in this Opposition, capitalized terms shall have the same meaning as provided in this Court's "Final Wind Up Plan Of The Plaza Extra Partnership" (the "Plan") dated January 7, 2015.

Hamed v. Yusuf, et al. Civil No. SX-12-CV-370

Page 5

"Net Cash Payout" reflected on the Summary was given to him. Attached as Exhibit 5 is a copy of the check actually delivered to counsel for Hamed. What the Motion does not explain to the Court is that someone struck out the "Due To/Fr Settlement at 8/31/15" in the "memo" section of the check. See Exhibit 7 to the Motion. Hamed also does not inform the Court that he chose to present the check, as modified, to the bank for payment on November 18, 2015 and that he received the net cash payout shown in the Summary.

As reflected in ¶ 2 of the Declaration of Joel H. Holt attached as Exhibit 8 to the Motion. Hamed's counsel waited more than 2 months after the Summary was presented to Hamed and Hamed cashed the check for \$183,381.91 to meet with John Gaffney, the accountant who prepared the Summary. Hamed complains about the effective cancellation of an item in the amount of \$119,529.01 allegedly due from United for the gross receipts taxes and insurance that were paid by Plaza Extra-East from January 2013 through March 8, 2015 on behalf of the United Shopping Center. As reflected in the Declaration of John Gaffney, attached as Exhibit 6, this "due from United" amount was steadfastly objected to by Yusuf, who consistently claimed that the original agreement with Hamed was that the Plaza Extra-East store would pay all gross receipts taxes and insurance on behalf of the United Shopping Center. Id. at ¶ 3.

DUDLEY, TOPPER AND FEUERZEIG, LLP 1000 Frederiksberg Gade

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

The record is clear that the Partners agreed that the Plaza Extra Stores would pay for insuring the whole United Shopping Center as well as United's gross receipts taxes on its rents. Attached as Exhibit 7 are pages 53 and 54 of the transcript of Yusuf's April 2, 2014 deposition. which sets forth this agreement. More importantly, the Partners acted on this agreement for the entire life of the Partnership, as reflected in the actual payment of these expenses with funds from the Plaza Extra Stores for more than 28 years. See, e.g., copies of five checks signed by

Hamed v. Yusuf, et al. Civil No. SX-12-CV-370 Page 6

one of Hamed's sons dating from July 2003 through May 2014 paying insurance premiums attached as Exhibit 8; 720 V.I. Gross Receipts Monthly Tax Returns for January and February 2012 with supporting schedule and checks signed by one of Hamed's sons attached as Exhibit 9; and ¶ 3 of the Gaffney Declaration ("Since I began providing accounting services with respect to the Plaza Extra Stores, I have never found any evidence that the United Shopping Center ever previously paid or reimbursed Plaza Extra-East for such gross receipts taxes and insurance.").

As this Court recognized in its April 27, 2015 Memorandum Opinion, "Hamed admitted that rent is controlled by Yusuf, that he does not object to paying rent and that Yusuf (on behalf of United) could charge rent and collect it." *Id.* at page 4 (record citations omitted). Hamed has not pointed to any of his sworn testimony where he denies that the Plaza Extra Stores were supposed to pay all insurance and gross receipts taxes connected with the United Shopping Center. Accordingly, it is highly improper for Hamed to attempt to dispute this long term arrangement through the declaration of his counsel claiming, without any reference to admissible evidence, that "Hamed never agreed to such a payment." *See* Declaration of Joel H. Holt at ¶ 3 attached as Exhibit 8 to the Motion.

In short, Yusuf simply had the \$119,529.01 in gross receipts taxes and insurance paid from January 2013 through March 8, 2015 appropriately accounted for under the Partnership agreement. More importantly, the check drawn on the Claims Reserve Account in the amount of \$183,381.91, which reflected the "Net Cash Payout" to Hamed after accounting for the Partners' respective credits and debits was signed by the Master after receipt of the same Summary and subsequently cashed by Hamed. This Court should not hear Hamed crying foul

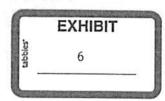
DUDLEY, TOPPER
AND FEUERZEIG, LLP
1000 Frederiksberg Gade
P.O. Box 756
St. Thomas, U.S. V.I. 00804-0756
(340) 774-4422

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

	MMAD HAMED, by his) ed agent WALEED HAMED,)	
uuulotta)	CIVIL NO. SX-12-CV-370
	Plaintiff/Counterclaim Defendant,)	
	,)	ACTION FOR DAMAGES,
v	rs.	INJUNCTIVE RELIEF
)	AND DECLARATORY RELIEF
FATHI	YUSUF and UNITED CORPORATION,)	
	Defendants/Counterclaimants,	
v	rs.	
WALEI	ED HAMED, WAHEED HAMED,	
	D HAMED, HISHAM HAMED, and	
	EN ENTERPRISES,	
	Additional Counterclaim Defendants.)	
)	

DECLARATION OF JOHN GAFFNEY

- I, John Gaffney, pursuant to 28 USC § 1746 and Super. Ct. R. 18, under the penalties of perjury, state and affirm that the following is true and correct:
- I am the Senior Controller of United Corporation d/b/a Plaza Extra. As such,
 my duties include the collection, supervision and updating of accounting data and financial
 information concerning, among other things, the three supermarket stores known as Plaza
 Extra-East, Plaza Extra-Tutu Park, and Plaza Extra-West.
- 2. I have been shown a declaration of Joel H. Holt dated January 28, 2016 attached as Exhibit 8 to "Plaintiff's Motion and Memorandum In Support Thereof To Remove The Liquidating Partner" (the "Motion"). I prepared the "Summary of Remaining Partnership Items For the Period From Jan 1, 2013 to Sept 30, 2015" (the "Summary") that was included as a part of the Partnership accounting provided to the Partners, Mohammad Hamed and Fathi Yusuf,



Hamed v. Yusuf, et al. Civil No. SX-12-CV-370 Page 2

and the Master on November 16, 2015 and which was attached as Exhibit 6 to the Motion. The purpose of the Summary was to explain the Partnership debits and credits for the period from January 1, 2013 to September 30, 2015 with respect to the three Plaza Extra stores. The Summary was delivered to Attorney Holt on or about November 16, 2015 when I delivered a check payable to Mr. Hamed in the amount of \$183,381.91 to Attorney Holt. While I did not provide the "back up" for the Summary at that time, I did inform Attorney Holt that I would do so in connection with the next bi-monthly report that was due at the end of November. Furthermore, I told him I would be happy to answer any questions and provide whatever support was needed immediately, if he so desired. Attorney Holt did not ask to meet with me until we met on January 25, 2016.

- 3. The \$119,529.01 entry reflected on the Summary represents the cumulative total of gross receipts taxes and insurance paid by the Partnership, through Plaza Extra-East, from January 1, 2013 through March 8, 2015 on behalf of the United Shopping Center. Mr. Yusuf has steadfastly objected to any effort to claim that United Corporation owed this to Plaza Extra-East because he contends his original agreement with Mr. Hamed was that Plaza Extra-East would pay all gross receipts taxes and insurance on behalf of the United Shopping Center. Since I began providing accounting services with respect to the Plaza Extra Stores, I have never found any evidence that the United Shopping Center ever previously paid or reimbursed Plaza Extra-East for such gross receipts taxes and insurance.
- 4. The \$72,984.02 "discrepancy" addressed in ¶ 4 of the declaration of Attorney Holt relates to two invoices in the amount of \$59,867.02 (for condensers ordered for Plaza Extra-East in 2014) and \$13,117 (for shopping carts ordered for Plaza Extra-East). At an initial meeting between Judge Ross, Attorney Holt, and me, I was instructed by Judge Ross to credit

Hamed v. Yusuf, et al. Civil No. SX-12-CV-370 Page 3

the Partnership for these two invoices. While I informed Judge Ross that Mr. Yusuf would object, I did in fact credit the Partnership as instructed. Later, after much back and forth between the Partners and their representatives, at a meeting between Judge Ross, Mr. Yusuf and me on October 1, 2015, Judge Ross instructed me to take out the credits previously provided to the Partnership for the condensers and shopping carts. I informed Judge Ross that I would maintain visibility of this disputed transaction by simply posting offsetting charges.

- 5. When we met on January 25, 2016, Attorney Holt appeared to be confused over the \$186,819.33 entry reflected on the Summary. This entry is a stated liability from United Corporation to the shareholders on the books of Plaza Extra-Tutu Park. I did not say to Attorney Holt that I "had no idea why this amount was on this ledger." I know why it was reflected on the ledger because it was carried over from the previous books and records of the corporation. What I did say was that no audit trail exists to validate the transactions giving rise to this liability as they occurred many years ago. I went on to say that it is not uncommon for audit trails to disappear over long periods of time and accountants generally except the validity of such items since they are reported on tax returns, as was this entry. The accounting records of United Corporation originally reflected the account as "Due to/from Shareholders." After the retroactive establishment of the Partnership, I added an account called "Due to/from Hamed" and changed the "Shareholders" reference to Yusuf to avoid confusion over the shareholders versus partners.
- 6. Attorney Holt's confusion over the balance of \$186,819.33 reported on the balance of sheet of Plaza Extra-Tutu Park on December 31, 2012 appeared to be due, in part, to his comparison of the balance sheet of Plaza Extra-Tutu Park with the Combined balance sheets of all three stores. I told him not to compare the "St. Thomas" and "Combined" balance sheets

Hamed v. Yusuf, et al.

Civil No. SX-12-CV-370

Page 4

as it was tantamount to comparing balance sheets of different companies. The fact that the

balance on the combined balance sheet was \$117,644.33 on December 31, 2013 was very clear

to me, but unfortunately, not for Attorney Holt. The difference of \$69,175.00 is simply an

offsetting amount on the Plaza Extra-West balance sheet. Even after I pointed out to Attorney

Holt that the \$186,819.33 had not changed on the Plaza Extra-Tutu Park balance sheet, he

remained confused. Attached as Exhibits A, B, and C are balance sheets I have produced for

Plaza Extra-Tutu Park, Plaza Extra-West, and Combined. The \$69,175 shown on Plaza Extra-

West balance sheet relates to money Mr. Yusuf owed to the Partnership for 2012 tax extension

payments originally charged to shareholder distributions. If you look at the Summary (Exhibit

6 to the Motion), there is an "A/C 14000" settlement amount for Plaza Extra-West. By the

reconciliation date in 2015, other transactions obscured the \$69,175 from the earlier year. One

such transaction was the reporting of the ByOrder Investments series of transactions. When I

started to explain this, it appeared that Attorney Holt was even further confused. I then asked

him to allow me to explain it to Mr. Hamed's accountants to eliminate any confusion and

resulting suspicion. Although Attorney Holt appeared to be satisfied with this suggestion. I

have never been asked to provide any further explanation. The ByOrder monies were received

in 2014 and 2015. With each cash receipt, Mr. Hamed was issued a check for his 31% interest,

while Mr. Yusuf was not issued a check for his percentage interest. Therefore, the \$69,175 Mr.

Yusuf originally owed to Plaza Extra-West eventually became the \$120,167.33 Plaza Extra-

West owed to Mr. Yusuf, as reflected in the Summary.

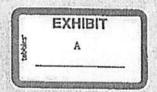
Dated: February 16, 2016

John Gaffney

R:\DOCS\6254\I\DRFTPLDG\16E6421.DOCX

United Corporation STT (Pship) Balance Sheet As of December 31, 2013 and Prior Year

			St of 12/31/13	Δ	s of 12/31/12
ASSET	S E E				
Current	Assets			D. A. F.	
10000	Cash - Petty	2	10,000.00	\$	10,000,00
10100	Cash - Registers		5,000.00		5,000,00
10200	Cash - Safe		61,000,00		61,000.00
10300	Cash - Bank Op'g 2010		325,585.62		20,106.91
10350	Cash - Bank Payroll 0640		18,894.76	F. Particular St.	10,523.05
10400	Cash - Bank CC 6143	4-11-	53,203.15		306,646,08
10500	Cash - Bank Telchk 6719		116,760,40		107,890.35
11000	Accounts Receivable - Trade		14,083.33		0.00
12000	Inventory		2,184,104.30	Mark To State	2,008,308.64
13100	Prepaid Insurance		119,989,70	DEPKE STATE	63,398,58
14000	Due from (to) SH's Yusuf		(186,819,33)		(186,819,33)
14100	Due from (to) Plaza East	48.4	(126,480.79)		0.00
14300	Due from (to) Plaza West		117,689,46		0,00
	Total Current Assets	10.4 East 20.4 E	2,713,010.60		2,406,054.28
Property	and Equipment				
16100	Leasehold Improvements		4,188,558.00		4,188,558.00
16200	Fixtures & Store Equipment	101	2,253,883.85		2,247,158.00
16400	Security Equipment		99,335.60	30000	95,180.00
16500	Vehicles & Transport Equipment		25,800.00		25,800.00
16900	Accum Depreciation		(4,201,529.00)	_	(4,092,580.00)
	Total Property and Equipment		2,366,048.45		2,464,116.00
Other A	ssels				
17000	Land		330,000.00	1111	330,000.00
19000	Deposits		37,962.40		37,962.40
	Total Other Assets		367,962.40		367,962.40
	Total Assets	\$	5,447,021.45	2	5,238,132.68



United Corporation West (Pahip) Balance Sheet As of December 31, 2013 and Prior Year

		As of 12/31/13	As	of 12/31/12
ASSETS				
Current A	ssets			
10000	Cash - Petty	\$ 10,000.00	S	10,000.00
10100	Cash - Registers	14,435.00		14,435.00
10200	Cash - Safe	36,032,00		80,000.00
10300	Cash - Bank Op'g 6269	(672,207.87)		(613,302.06)
10400	Cash - Bank CC 3789	351,196,21		583,059.33
10500	Cash - Bank Telchk 2918	2,343,033.13	4	2,246,391.86
11000	Accounts Receivable - Trade	21,738.20		0.00
12000	Inventory	4,259,525.49		4,242,815.36
13100	Prepald Insurance	83,679.76		73,059.38
13400	Due from Employees - Loans	62,561.39		0.00
14000	Due from (to) Yusuf	69,175.00		10.00.
14100	Due from (to) Plaza East	(365,262.10)		0.00
14400	Due from (to) Plaza STT	(117,689,46)		0.00
14500	Due from (to) Shopping Ctr	900,000,00		0.00
15100	Marketable Securities - BPPR	37,767,429.03		43,069,015.83
15150	Unrealized (Gain) Loss - BPPR	(2,324,369.86)		(3,778,720,41)
15200	Marketable Securities - ML	336,378.45		201,293.74
15250	Unrealized (Osin) Loss - ML	0,00		1,611,901.72
	Total Current Assets	42,775,654.37		47,739,949.75
Property a	and Equipment		加州	
16000	Bulldings	3,478,103.00		3,478,103.00
16200	Fixtures & Store Equipment	2,977,514,00	i mali castri	2,977,514.00
16400	Security Equipment	109,333.00		109,333.00
16900	Accum Depreciation	(4,272,215.00)		(4,183,036,00)
	Total Property and Equipment	2,292,735.00		2,381,914.00
Other Ass	sets			
19000	Deposits	10,000.50		10,000,50
19200	Due from (to) Peter's Farm	1,598,689.00		1,527,708.00
19300	Due from (to) Plessen	5,004,610.00		5,089,018.00
19400	Due from (to) Sixteen Plus	140,719.62		87,004.26
19500	Due from (to) DAAS Corp	0,00		327,500.00
	Total Other Assets	6,754,019.12		7,041,230,76
	Total Assets	\$ 51,822,408.49	Š	57,163,094.51

EXHIBIT b B

Plaza Extra Supermarkets (Comblined Halanca, Sheet, As of December 31, 2013 and Prior Year

Y20[15/31715

Security Equipment 16400 298,600.60 Fixtures & Store Equipment 16200 IZ, ZEO, TTE, T Leasehold Improvements 16100 4,214,919.00 Bulldings 00091. 00,E01,874,E Property and Equipment Total Current Assets E8.092,891,E2 JM - 220J (niaD) bosilannU 12250 00.0 Marketable Securities - ML 15200 24.87E, 3EE A998 - 2204 (nfaD) basilsanU 12120 (2,324,369.86) Marketable Securities - BPPR. 00151 37,767,429.03 Due from (to) Shopping Ctr 14200 (69'604'16E) TTS azalq (0) mon sud 14400 EE'16L'8 Due from (to) Plaza West 14300 485,951,56 Due from (to) Plaza East 14100 (491,742,89) Due from (to) Sharellolders 14000, (EE 519 411) Due from Employees - Loans 13400 95,000,27 Prepaid Insurance 13100 278,216.83 85,589,682,58 Inventory 12000 00011 Accounts Receivable - Trade 43,528.26 Cash Cleating - Transfers 00601 4,450.00 Cash in Bank - Telecheck 10200 7,703,852.96 Deposit in Bank - CC Deposit 10400 932,533,54 Cash in Bank - Payroll OSEOL 94'468'81 10300 Cash in Benk - Operating (60'091'626) Oash - Safe 10200 177,032,00 Cash - Registers 10100 33,870,00 Cash - Petty 00001 30,000,00 Current Assets **VESETS** ASOLIS/31/13

	Proposed by the second of the
(00.824,234,01)	(00.150,776,01)
05.020,72	05.020,72

r manolanda	Total Property and Equipment
15,686,357,4	The state of the s
	\$100 CO. S. C.

Total Assets

Accum Depreolation

Vehicles & Transport Equipment

00691

00591

99 FOL OLD C	7 131 082 02		
00.0	00'0	Due from (to) Royal Furniture	00961
327,500.00	00'0	Due from (to), DAAS Corp	19500
87,004,26	Z9'61L'01	Due from (to) Elxteen Plus	00161
2,089,018,00	00,019,400,8	Description (o) Plessen	19300
1,527,708.00	00.689,862,1	Due from (to) Peler's Parm	00261
00.0	00.0	Investment - Mettress Pal LLC	05161
00.0	00'0	Investment - Laundromat	00161
04.636,72	07,636,72	Deposits	00051
00,000,055	330,000,000	pung	00041
		nen e	Other As
	等可是是特别的特殊的。		5050

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02,504,578,4

294,445.00

7,293,445.00

4,214,919.00

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20,721,E39,A2

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EP. 426,171,4

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(12,272,912,1)

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221,000.00

33,870.00

30,000,00

C

Unaudited - For Management Purposes Only

91,722,910,23

IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS DIVISION OF ST. CROIX MOHAMMED HAMED by His Authorized Agent WALEED HAMED, Plaintiff/Counterclaim Defendant, vs. Case No. SX-12-CV-370 FATHI YUSUF and UNITED CORPORATION, Defendants/Counterclaimants, vs. WALEED HAMED, WAHEED HAMED, MUFEED HAMED, HISHAM HAMED, and PLESSEN ENTERPRISES, INC., Additional Counterclaim Defendants.)

THE VIDEOTAPED ORAL DEPOSITION OF FATHI YUSUF

was taken on the 2nd day of April, 2014, at the Law Offices of Adam Hoover, 2006 Eastern Suburb, Christiansted, St. Croix, U.S. Virgin Islands, between the hours of 9:17 a.m. and 4:16 p.m., pursuant to Notice and Federal Rules of Civil Procedure.

Reported by:

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

EXHIBIT 7

APPEARANCES

```
1
                          A-P-P-E-A-R-A-N-C-E-S
 2
 3
      For the Plaintiff/Counterclaim Defendant:
 4
      Law Offices of
 5
      Joel H. Holt
      2132 Company Street
 6
      Suite 2
      Christiansted, St. Croix
 7
      U.S. Virgin Islands 00820
 8
      By: Joel H. Holt
 9
      and
      Law Offices of
10
      Carl Hartmann, III
11
      5000 Estate Coakley Bay, #L6
      Christiansted, U.S. Virgin Islands 00820
12
      By: Carl Hartmann, III
13
      For the Defendant/Counterclaimants
14
15
      Law Offices of
      Dudley, Topper & Feuerzeig
16
      P.O. Box 756
      Charlotte Amalie, St. Thomas
      U.S. Virgin Islands 00804
17
18
      By: Gregory H. Hodges
19
      and
20
      Law Offices of
      Nizar A. DeWood
21
      2006 Eastern Suburbs, Suite 101
      Christiansted, VI 00830
22
      By: Nizar A. DeWood
23
24
25
```

FATHI YUSUF -- DIRECT

25

A. Yes.

	And Andread Control of the Control o
1	A. Yes.
2	Q. Okay. And that would include 50-percent interest
3	in the net profits of any bank accounts, payables,
4	receivables?
5	A. Whatever is belong to Plaza is for me and him.
6	Q. Okay. Now, you mentioned some conditions. What
7	conditions are there?
8	Are there some other conditions to this
9	partnership agreement?
10	A. No. The condition is, I have the final word.
11	It's I am obligated to consult with him, if I see it's
12	important for me to consult. I was suppose to be, after
13	1993, I was supposed to have an office within the
14	supermarket free of charge. I was he was supposed to,
15	the Plaza Extra was supposed to pay all the gross receipt
16	from January 1st, 1994 up to present, and it was covering in
17	the building, the entire building of United Shopping Plaza.
18	My duty was, is to go and commit the same
19	thing we ensure, to bring money to Mr. Hamed an extent,
20	which cost him nothing. It cost me personal guarantee, and
21	it costing me everything I own except my children and my
22	wife.
23	Q. Okay. And so I'm going to go back in reverse
24	order a little bit.

FATHI YUSUF -- DIRECT

1	Q. When you say one of the conditions was was he
2	agreed to cover United, you're talking about insurance
3	coverage, is that what you're talking about?
4	A. No, including the insurance.
5	Q. Okay. So the Plaza Extra stores would pay for
6	insurance on the whole shopping center?
7	A. Yes.
8	Q. And the Plaza Extra Supermarket would pay the
9	gross receipts, not just on the grocery store profits, but
10	on the rent?
11	A. Yes.
12	Q. Okay.
13	A. Excuse me. One more item. The United Shopping
14	Plaza was using the entire shopping center value
15	depreciation to offset any income tax, which that, in
16	return, it will give you greater saving than the insurance
1.7	and the gross receipt.
18	Q. So there's a tradeoff you're giving them
L9	A. It's a tradeoff, yes.
20	Q. You're giving them depreciation; they're paying
21	gross receipts and insurance?
22	A. Yes. Yes, sir.
23	Q. Okay. And then you said that something about an
24	office that
25	A. No, I have you see, I have an office in the

DATE	THURSDAY DISHOLDS BHE	UNITED CORPORATION DIBIA PLAZA EXTRA	22538
		TEL (340) 778-6240	DATE 7 24/03 TOLOGOST
		Two Huscherl Deven Thousand Firet	CYZXU \$ 207-567.
		Scotlabank S	AJSKARY DORLARS M
.ceZ_B	在66113		19-04-

HAMD604050

EXHIBIT 8

.ANCE AGENCY, INC.

36065 Check Number:

36065

Jul 1, 2006 Check Date:

Duplicate

Check Amount: \$379, 645.33

Amount Paid Discount Taken

379,645.33

.. to be Paid - Description

UNITED CORPORATION D/B/A PI_AZA_EXTRA 4C & 4D ESTATE SION FARM CHRISTIANSTED, VI 00821 (340) 778-6240

BANK OF NOVA SCOTIA CHRISTIANSTED, VI 00821

101-606/216

DATE

36065

Jul 1, 2006

AMOUNT

Three Hundred Seventy-Nine Thousand Six Hundred Forty-Five and 33/100 Doglars **** \$379,645.33

INTER-OCEAN INSURANCE AGENCY, INC. #7B PETER'S REST ST. CROIX, VI 00822

PAY TO THE ORIOER OF:

Meno: ISURANCE RENEW STX & STT

"1036065" "021606069" 058"00065811"

UNITED CORPORATION DIBIA PLAZA EXTRA

Item to be Paid - Description

42595

INTER-OCEAN INSURANCE AGENCY, INC.

Check Number: 42595

Check Date:

Jun 21, 2007

Duplicate

Check Amount: \$326,300.00

Discount Taken

Amount Paid

326,300.00

UNITED CORPORATION D/B/A PLAZA EXTRA 4C & 4D ESTATE SION FARM CHRISTIANSTED, VI 00821 (340) 778-6240

BANCO POPULAR DE PUERTO RICO. 101-887/216

42595

DATE

Jun 21, 2007

AMOUNT

*****\$326,300.00

Three Hundred Twenty-Six Thousand Three Hundred and 00/100 Dollars

TO THE ORDER

INTER-OCEAN INSURANCE AGENCY, INC.

P.O. BOX 4134 C' STED ST. CROIX, VI 00822

Mamo: UNITED CORP (POLICY RENEWAL)

#042595# #021606674# 191m148830#

AUTHORIZED SIGNATUR

65537

UNITED CORPORATION DIB/A PLAZA EXTRA

INTER OCEAN INSURANCE AGENCY, INC.

Liability insurance

Item to be Paid - Description

65537 Check Number:

Jun 6, 2012 Check Date:

Check Amount: \$371,490.00

Discount Taken

Amount Paid

371,490.00

*****\$371,490.00 65537 Jun 6, 2012 DATE VOID AFTER 90 DAYS AMOUNT BANCO POPULAR DE PUERTO RICO 101-667/216 Three Hundred Seventy-One Thousand Four Hundrad Ninety and 00/100 Dollars #065537# #021606674# 191#148830# INTER OCEAN INSURANCE AGENCY, INC. 7B PETERS REST SHOPPING CENTER CHRISTIANSTED, VI 00822-4134 Memo: COMER. PROPETY RENEW 6/12-6/13 UNITED CORPORATION D/B/A PLAZA EXTRA 4C & 4D ESTATE SION FARM CHRISTIANSTED, VI 00821 (340) 778-6240 (340) 719-1870 PAY ORDER OFF

UNITED COHPONATION DISIA PLACA EATHA

TUTUU

INTER OCEAN INSURANCE AGENCY INC.

69434 Check Number:

Check Date:

May 20, 2014

Check Amount: \$334,665.00

Item to be Paid - Description

Discount Taken

Amount Paid

334,655.00

RENEW.

RENEWAL 2014 -2015 INSURANCE POLICY

BANCO POPULAR DE PUERTO RICO 101-667/216

69434 BCHTCK STORE

UNITED CORPORATION D/B/A **PLAZA EXTRA** 4C & 4D ESTATE SION FARM CHRISTIANSTED, VI 00821 (340) 778-6240 (340) 719-1870

DATE

May 20, 2014

AMOUNT

Three Hundred Thirty-Four Thousand Six Hundred Sixty-Five and 00/100 Dollars

*****\$334,665.00

PAY TO THE ORDER OF:

INTER OCEAN INSURANCE AGENCY INC. 78 PETERS REST SHOPPING CENTER CHRISTIANSTED, VI 00822-4134

Memo: RENEWAL 2014-2015 INS.

VOID AFTER 90 DAYS

AUTHORIZED SIGNATURE

#069434# #021606674# 191#148830#

69434

51V325780118 8 **; | | | | | |

UNITED CORPORATION D/B/A PLAZA EXTRA

FORM 720 V.I.

(1117, 1012, 101)					
Government of the U.S. Virgin Islands BUREAU OF INTERNAL REVENUE		eipts Monthly Tax	Return		
Employer Identification Number (EIN) 6 6 0 3 9 1 2 3 7	Please Print or Type Clearly	CURRENT MONTH			
Social Security Number (SSN) Serial # (FOR INTERNAL USE ONLY)	Indicate Firm Type: Sole Proprietor Partnership	Accounting Method:	20 1 2		
L.) GROSS RECEIPTS	Corporation	ACCRUAL			
2.) (MINUS) EXEMPTION (ex. Standard \$9,000, Fishermen, EDC, Jostery et affordable housing, reverse oxnosis, etc.	ommissions.		96455		
3) PLEASE INDICATE REASON FOR EXEMPTION TAKEN ON LINE 2 ABOVE RECLIVED WITH COLLECTIONS	3.				
4.) TAXABLE RECEIPTS (tine 1 minus line 2) FEB 1 3 5.) TAX DUE imultiply line 4 by the tax rate of 0.04 or 4%) VIRGIN ISLANDS	3 2012	3 9 9	9 6 4 5 5 8 6 8 4 0		
6.) PENALTY (if payment is tate, multiply line 307 by Selection in exceed 25%) 7.) INTEREST (if payment is late, multiply line 5 by .01 or 15e per month	nStuddelamas V: 6.				
8.) (minus) CREDITS (refunds, prior payments or withheld amounts)	8.				
9.) TOTAL AMOUNT DUE (add line 5, 6, 7 minus line 8)	9.		8 6 8 4 0		
Name U N I T E D C O R P O R A T D/II/A P L A Z A E X T R A		Activi 4 4 5	rincipal Business ty Code: 1 0 0 REVERSE)		
S U P E R M A R K E T		12.) Telepho	one Number		
Mailing Address P . O . B O X 5 0 3 3 5 8			BY DUE DATE TO:		
City State S T . T H O M A S V I	Zip Code 8 0 5	ST. THOMAS,	U.S.V.L 60802 J.S.V.L 00820		
I DECLARE UNDER PENALTY OF PERJURY THAT THIS RETURN HAS BEEN EXAMINED BY ME AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IT IS TRUE, CORRECT AND COMPLETE, PURSUANT TO TITLE 33 VIC SECTIONS 42 & 43.					
Print Nume: 1118643ET SOFFING Signature: Mayaret Soffing	ž	Title: ConTROLLE (PRESIDENT, OWNE) Date: 2/8/12			

GROSS RECEIPTS	S TAX 2012		
Plaza Extra - St. Tho			
Plaza Extra - St. Croi	x East		
Plaza Extra - St. Croi			-1
			to a const
SOURCE: Plaza Extr	ra - Store Sales		
Start Date:	January 1, 2012		and the same of
End Date:	January 31, 2012		
	A	Adjusted	
	Gross Sales	Gross Sales	
0, 7	#0.7±0.557.50		
Plaza - St. Thomas Plus: Other	\$2,719,557.59 \$3,287.72		
Less: Credit card discount	(\$22,289.93)		
	(4.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2		-
Total Gross Receipts:	St. Thomas	\$2,700,555.38	\$121,524.99
Plaza - St. Croix East	\$3,242.985.83		+
Less Pharmacy	(\$45,598.63)		
Less: Credit card discount	(\$29.559.35)		
(44.44)			
20 E2 E			+ -
Plaza - St. Croix West	\$3,033,691.85		
Less Pharmacy	(\$35,936.45)		
Less: Credit card discount	(\$26,849.41)		
Total Gross Receipts:	STX East & West	\$6,138,735.84	\$276,243.11
United Shopping Plaza	\$46,673.33		1
£ =	,		=
Total Gross Receipts:	STX Tenant	\$46,673.33	\$2,100.30
Total Gross Receipts	Samuel I per per	\$8,885,964.55	
Gross Receipt %	1	4.50%	E
Gross Receipts Tax		\$399,868.40	\$399,868.40
Summary of Other Income:	04/04/40 0 1 00/10		+
DEPOSIT INCOME:	01/04/12 Govt. of VI-ST	The second second second	
	01/05/12 Moneygram 01/07/12 Govt. of VI-ST	2,500.00 T 119.28	
	01/09/12 Havana Blue	215.00	de
	O IIO OI 12 Havana Dide	3,287.72	+

UNITED CORPORATION DBA PLAZA EXTRA

35255

CITICARDS

Check Number:

35255 Feb 13, 2012 Check Date:

Check Amount \$120,000.00

Item to be Paid - Description

Discount Taken

Amount Paid

GROS REC

120,000.00

EMSA7931377US

BANK OF NOVA SCOTIA CHARLOTTE AMALIE, VI 00804 101-805/216 35255 BUILDER HINGS

UNITED CORPORATION

DBA PLAZA EXTRA (340) 775-5646 PO BOX 503358 ST THOMAS, VI 00805-3358

Check Number: 35255

DATE Feb 13, 2012

Memo:

AMOUNT

5466-1602-1227-2015

120,000.00

One Hundred Twenty Thousand and 00/100 Dollars

PAY TO THE

ORDER OF:

CITICARDS 1500 BOLTON

COLUMBUS, OH 43228

USA

VOID IF NOT CASHED IN 90 DAYS

Gen of the second

MINORIZEO SIGNATURE

#035255# #021606056# O44#55312010#

UNITED CORPORATION DBA PLAZA EXTRA

United Corporation* - STT Cash Requirements

As of Feb 13, 2012
Filter Criteria includes: 1) IDs from IR8 to IR8; 2) Involces Due (no discount available). Report order is by ID. Report is printed in Detail Format.

Vendor ID Vendor	Invoice/CM #	Date	Date Due	Amount Due	Disc Amt	Age
IRB CITI CARDS	GROSS REC JAN GROS REC JAN 2 GRO REC JAN 20 GROSS REC 012	2/13/12 2/13/12 2/13/12 2/13/12	2/13/12 2/13/12 2/13/12 2/13/12	130,000.00 120,000.00 120,000.00 29,868.40	and the state of t	
IRB CITI CARDS				399,868.40		
Report Total				399,868.40		
					The state of the s	

.M 720 V.I.

(REV. 10/2008)

Government of the U.S. Virgin Islands BUREAU OF INTERNAL REVENUE	Gross Recei	pts Monthly Tax	Return
Employer Identification Number (EIN) 6 6 0 3 9 1 2 3 7	Please Print or Type Clearly	CURRENT MONTH 0 2	20[1[2]
Social Security Number (SSN) Serial # (FOR INTERNAL USE ONLY)	Indicate Firm Type: Sole Proprietor Partnership Corporation	Accounting Method: CASH ACCRUAL	20
1.) GROSS RECEIPTS 2.) (MINUS) EXEMPTION tex. Standard \$9,000, Pichermon, EDC. totary of affordable housing, teverse damosis, etc. 3.) PLEASE INDICATE REASON FOR	1. commissions.	8216	036.55
(SEE 4.) TAXABLE RECEIPTS (line 1 minus line 2) 5.) TAX DUE (multiply line 4 by the tax rate of 0.04 or SECLIVED)	- 4	8216	0365572164
6.) PENALTY (if payment is late, multiply line 5 by .05 or 5% per won exceed 25%) 7.) INTEREST (if payment is late, multiply line 5 by .01 or 1% per mon Res.) (minus) CREDITS (refunds, prior payments or will held amounts) 9.) TOTAL AMOUNT DUE (add line 5, 6, 7 minus line 8)	R 2 0 2012 m) 7.		0 0 0 0 7 2 1 6 4
Name U N 1 T E D C O R P O R A T D/B/A P L A Z A E X T R A		Activ	Principal Business rity Code: 1 0 0
S U P E R M A R K E T	Zip Code	PLEASE REMIT BUREAU OF IN	BY DUE DATE TO: 1 CERNAL REVENUE 1 CS, U.S. V.I. 00802
I DECLARE UNDER PENALTY OF PERJURY THAT THIS RETURNOWLEDGE AND BELIEF TO IS TRUE, CORRECT AND COMPrint Name: MARGARET SOFFTA		NED BY ME AND TO THE BE	\$ 43.

GROSS RECEIPTS	TAY 2012		
Plaza Extra - St. Thon			
Plaza Extra - St. Croix			1
Plaza Extra - St. Croix	vvest		
SOURCE: Plaza Extra	- Store Sales		
Start Date:	February 1, 2012		
End Date:	February 29, 2012	1	
	Gross Sales	Adjusted Gross Sales	+
Plaza - St. Thomas	\$2,500,519.08		
Plus: Other Less: Credit card discount	\$2,129.76 (\$19,297.89)		
Total Gross Receipts:	St. Thomas	\$2,483,350,95	\$111,750.79
Plaza - St. Croix East	\$2,989,419.82		entrant
Less Pharmacy	(\$47,212.14)		- 40
Less: Credit card discount	(\$27,710,33)		
Plaza - St. Croix West	\$2,851,020.23		-
Less Pharmacy	(\$38,772.50)		
Less: Credit card discount	(\$25,482.61)		
		4	
Total Gross Receipts:	STX East & West	\$5,701,262.27	\$256,556.80
United Shopping Plaza	\$31,423.33		W == ==
Onico Oniopping (issue			
Total Gross Receipts:	STX Tenant	\$31,423.33	\$1,414.05
Total Gross Receipts		\$8,216,036.55	
Gross Receipt %		4.50%	
Gross Receipts Tax		\$369,721.64	\$369,721.64
Summary of Other Income:		and the second s	
Summary of Other Income: DEPOSIT INCOME:	02/04/12 Am Red Cross	455.00	
	02/10/12 Govt. of VI-STT	493.76	
	02/10/12 Govt. of VI-STT 02/27/12 Hayana Blue	493.76 559.00	
	02/10/12 Govt. of VI-STT	493.76	

35462

UNITED CORPORATION DBA PLAZA EXTRA

CITI CARDS

Item to be Paid - Description

Check Number:

35462

Check Date:

Mar 20, 2012

Check Amount: \$119,721.64

FEB 2012

Discount Taken

Amount Paid

119,721.64

UNITED CORPORATION

DBA PLAZA EXTRA (340) 775-5646 PO BOX 503358

CHARLOTTE AMALIE, VI 00804 101-605/216 Check Number: 35462

BANK OF NOVA SCOTIA

35462 SCHECK MUM

DATE

Mar 20, 2012

AMOUNT

ST THOMAS, VI 00805-3358 5466-1601-7567-1021

119,721.64

One Hundred Nineteen Thousand Seven Hundred Twenty-One and 64/100 Dollars

PAY TO THE ORDER

OF:

Memo:

CITI CARDS 1500 BOLTON

COLUMBUS, OH 43228

USA

VOID IF NOT CASHED IN 90 DAYS

#035462# #021606056# 044#55312010#

UNITED CORPORATION DBA PLAZA EXTRA

· UNITED CONFUNATION DBA PLAZA EXTRA

3540U

CITI CARDS

Check Number:

35460

Check Date:

Mar 20, 2012

Item to be Paid - Description

Discount Taken

Check Amount \$140,000.00 Amount Paid

3/19/2012

140,000.00

BANK OF NOVA SCOTIA

CHARLOTTE AMALIE, VI 00804 101-605/216

35460 OCHECK MAN

DBA PLAZA EXTRA (340) 775-5646 PO BOX 503358

Check Number: 35460

DATE

Mar 20, 2012

Memo:

ST THOMAS, VI 00805-3358 5466-1602-1227-2015

UNITED CORPORATION

AMOUNT

\$

140,000.00

One Hundred Forty Thousand and 00/100 Dollars

PAY TO THE ORDER OF:

CITI CARDS. 1500 BOLTON

COLUMBUS, OH 43228

USA

VOID IF NOT CASHED IN 90 DAYS

#035460# #021606056# 044#55312010#

UNITED CORPORATION DBA PLAZA EXTHA

CITI CARDS

Item to be Paid - Description

Check Number:

35461

Check Date:

Mar 20, 2012

Check Amount \$110,000.00

Discount Taken

Amount Paid

3/12 GROSS

110,000.00

BANK OF NOVA SCOTIA CHARLOTTE AMALIE, VI 00804 101-605/218

35461 **BSHKK MARK**

UNITED CORPORATION DBA PLAZA EXTRA (340) 775-5646 PO BOX 503358 ST THOMAS, VI 00805-3358

Check Number: 35461

Mar 20, 2012

5466-1601-2710-4360

AMOUNT

110,000.00

One Hundred Ten Thousand and 00/100 Dollars

PAY

TO THE ORDER OF:

Memo:

CITI CARDS 1500 BOLTON COLUMBUS, OH 43228

USA

VOID IF NOT CASHED IN 90 DAYS

AUTHORIZED SKWATURE

MO354618 (1021606056): 044-55312010#

UNITED CORPORATION DBA PLAZA EXTRA