

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

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

*Plaintiff,*

v.

**FATHI YUSUF, ISAM YOUSUF and  
JAMIL YOUSEF**

*Defendants,*

and

**SIXTEEN PLUS CORPORATION,**

*a nominal Defendant.*

**Case No.: 2016-SX-CV-650**

**DERIVATIVE SHAREHOLDER  
SUIT, ACTION FOR DAMAGES  
AND CICO RELIEF**

**JURY TRIAL DEMANDED**

**PLAINTIFF HISHAM HAMED'S FIRST REQUEST  
FOR INTERROGATORIES TO DEFENDANT ISAM YOUSUF**

Plaintiff Hisham Hamed, by counsel, propounds the following first interrogatories pursuant to V.I. R. CIV. P. 33 of the *Virgin Islands Rules of Civil Procedure* on Defendant Isam Yousuf.

**INSTRUCTIONS**

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

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

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

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

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

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

### **TERMS AND MEANINGS**

The terms used in this Discovery have the following meaning:

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

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

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

"Manal Mohammad Yousef's loan to Sixteen Plus" refers to the Promissory Note attached as **Exhibit 1**.

"Sixteen Plus" means Sixteen Plus Corporation.

"Jamil Yousef" shall also refer to "Jamil Yousuf" as well, as this Defendant has indicated his name has been misspelled in the First Amended Complaint, which will be corrected by amendment shortly.

## **INTERROGATORIES**

### **Interrogatory 1:**

Please state your full name, including all spellings you have used, any nicknames, date of birth and every address where you have resided since January of 1992.

### **Response:**

**Interrogatory 2:**

Please state the name and address of each place you have worked or been self-employed between 1986 and 2017 and for each such place, please state:

- a) All of your job title(s) or position(s)
- b) Your rate(s) of pay
- c) The time you started and the time you left each such job

**Response:**

**Interrogatory 3:**

Please describe in detail all that you know about BFC Island Appliance, including but not limited to its location, years of operation, ownership, location of its bank accounts, your relationship to it and its one of its owners/operators as well as the name and address of all of its other owners/operators.

**Response:**

**Interrogatory 4:**

Please list all financial accounts you have, that are fully or partially in your name, in any corporation, partnership or business association in which you own more than 5% interest, or as to which you are a beneficiary from January 1, 1995 through December 31, 2000, including but not be limited to all: bank accounts, stock brokerage accounts, negotiable instrument accounts, retirement accounts, trading or options accounts, and funds transfer accounts. For each, identify the name and address of the institution, the title holder(s), the beneficiaries or trust beneficiaries as well as the last four digits of the account number(s).

**Response:**

**Interrogatory 5:**

Please state the full name and address of each person with whom you discussed any aspect the loan transaction for the Promissory Note attached hereto as **Exhibit 1** and the mortgage secured by it prior to the loan being finalized in 1997, and for each such person please state:

- a) The approximate dates of each such discussion;
- b) Whether the discussion was in person or not
- c) The specifics, and if specifics are not recalled, the general nature or gist of all such discussions.

**Response:**



**Interrogatory 6:**

Please state all residential addresses you know or believe Manal Mohammad Yousef physically resided at for more than 1 month from 1990 to present, including the dates she resided at each location.

**Response:**

**Interrogatory 7:**

Regarding any communications you have had with Fathi Yusuf from 1996 to present that you can recall involving any discussions related to Sixteen Plus, Manal Mohammed Yousef or anything to do with Manal Yousef's loan to Sixteen Plus, please state:

- a) The date and place of each such communication;
- b) The specifics, and if specifics are not recalled, the general nature or gist of each conversation;
- c) For each such communication, state where you were located when it occurred.

**Response:**

**Interrogatory 8:**

Regarding any communications you have had with Manal Mohammad Yousef from 1996 to present that you can recall involving any discussion about Fathi Yusuf, Sixteen Plus, or anything to do with her loan to Sixteen Plus, please state:

- a) The date and place of each such communication;
- b) The specifics, and if specifics are not recalled, the general nature or gist of each conversation;
- c) For each such communication, state where you were located when it occurred.

**Response:**

**Interrogatory 9:**

Regarding the information listed on page 6 of **Exhibit 2** as well as **Exhibit 3** that are attached, please explain:

- a) Why you had BFC Island Appliance transfer \$2,000,000 to Sixteen Plus on or about February 19, 1997;
- b) How you and/or BFC Island Appliance obtained the \$2,000,000 to transfer to Sixteen Plus on or about February 19, 1997; and
- c) Who instructed you to send the funds.

**Response:**

**Interrogatory 10:**

Regarding the information listed on page 6 of **Exhibit 2** and **Exhibit 4** that are attached, please explain:

- a) Why you had BFC Island Appliance transfer \$2,000,000 to Sixteen Plus on September 4, 1997;
- b) How you and/or BFC Island Appliance obtain the \$2,000,000 to transfer to Sixteen Plus on September 4, 1997;
- c) Who instructed you to send the funds to Sixteen Plus; and
- d) List what Bank Officers were involved in handling this transaction.

**Response:**

**Interrogatory 11:**

Regarding the Power of Attorney ("POA") attached as **Exhibit 5**, please state:

- a) What, if anything, did you do to assist in having this POA signed by Manal Mohammad Yousef; and
- b) What, if anything, did Fathi Yusuf or Manal Yousef tell you about this POA.

**Response:**

**Interrogatory 12:**

Regarding any communications you have had with any lawyers in the Virgin Islands, including Nizar DeWood, Gregory Hodges, Stefan Herpel and Kye Walker from 2014 to present that you can recall related to any discussions involving Sixteen Plus, Manal Mohammed Yousef or anything to do with Manal Yousef's loan to Sixteen Plus, please state:

- a) The date and place of each such communication;
- b) The specifics, and if specifics are not recalled, the general nature or gist of each conversation; and
- c) For each such communication, state where you were located when it occurred.

**Response:**

**Interrogatory 13:**

Regarding any communications you have had with any lawyers in St, Martin, including the lawyer who sent the letter attached as **Exhibit 6**, from 2012 to present that you can recall related to any discussions involving Sixteen Plus, Manal Mohammed Yousef or anything to do with the Manal Yousef's loan to Sixteen Plus, please state:

- a) The date and place of each such communication;
- b) The specifics, and if specifics are not recalled, the general nature or gist of each conversation; and
- c) For each such communication, state where you were located when it occurred.

**Response:**



**Interrogatory 14:**

Did Manal Mohammad Yousef ever give you any funds, which shall include but not be limited to, funds to transfer to Sixteen Plus? If so, please state:

- a) All dates when this occurred;
- b) The amount given to you on each date;
- c) The amount given to you on each date by wire transfer, identifying the transferring bank;
- d) The amount given to you on each date by check, identifying the bank or brokerage account on which the check was written; and
- e) The source of her funds that she transferred to you.

**Response:**

**Interrogatory 15:**

Did you ever come into possession of the summons issued to Manal Mohammad Yousef attached as **Exhibit 7**? If so, please state:

- a) What you did once you received it
- b) The name and address of anyone you discussed the summons with?
- c) Who you sent copies of the summons to, if anyone?
- d) Whether you ever told Manal Mohammad Yousef about the summons.

**Response:**

**Interrogatory 16:**

Please state the date of all trips to the United States Virgin Islands since 1996 and for each such trip, please state:

- a) The date of said trip;
- b) The purpose for said trip;
- c) The gist of your conversation on each such trip with Fathi Yusuf, James Ross, Nizar Dewood or Waleed Hamed on any such trip; and
- d) The name and address of each person you can recall you spoke with in each trip other than Nizar Dewood, Fathi Yusuf and Waleed Hamed.

**Response:**

**Interrogatory 17:**

Regarding 25 Gold Finch Road, Pointe Blanche Sint Maartin, please state:

- a) Who has resided at this address since 1997?
- b) When is the last time, if ever, that you resided there
- c) If you have not lived at this address since 2015, how did you learn about this lawsuit?
- d) If you have not lived at this address since 2015, how did you learn about the lawsuit that Sixteen Plus filed against Manal Mohammad Yousef?

**Response:**

**VERIFICATION**

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

Dated: \_\_\_\_\_  
Isam Yousuf

TERRITORY OF THE UNITED STATES VIRGIN ISLANDS )  
DISTRICT OF \_\_\_\_\_ ) ss.

On this, the \_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned officer, personally appeared Isam Yousuf, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document and acknowledged that he/she executed the same for the purpose therein contained.

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

\_\_\_\_\_  
Notary Public

**Dated:** August 16, 2022



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**Joel H. Holt, Esq. (Bar # 6)**  
*Counsel for Plaintiffs*  
Law Offices of Joel H. Holt  
2132 Company Street,  
Christiansted, VI 00820  
Email: holtvi@aol.com  
Tele: (340) 773-8709  
Fax: (340) 773-8677

**Carl J. Hartmann III, Esq.**  
*Co-Counsel for Defendants*  
5000 Estate Coakley Bay, L-6  
Christiansted, VI 00820  
Email: carl@carlhartmann.com

### CERTIFICATE OF SERVICE

I hereby certify that this document complies with the page or word limitation set forth in Rule 6-1(e) and that on August 16, 2022, I served a copy of the foregoing by email, as agreed by the parties, as well as a copy mailed to James Hymes at the address below, on:

**Charlotte Perrell, Esq.**  
**Stefan Herpel, Esq.**

Law House, 10000 Frederiksberg Gade  
P.O. Box 756  
St. Thomas, VI 00804-0756  
Tel: (340) 774-4422

sherpel@dtflaw.com

**James L. Hymes, III, Esq.**  
P.O. Box 990  
St. Thomas, VI 00804-0990  
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jim@hymeslawvi.com

**Kevin A. Rames, Esq.**  
2111 Company Street, Suite 3  
Christiansted, VI 00820  
Tel: (340) 773-7284  
kevin.rames@rameslaw.com



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# EXHIBIT 1

\$4,500,000

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

**PROMISSORY NOTE**

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

Such indebtedness shall be paid as follows:

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

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

**SEE EXHIBIT A**

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

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

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

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

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

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





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

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

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

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

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

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

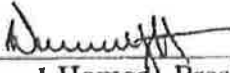
IN WITNESS WHEREOF, Maker has caused this Note to be executed by its duly authorized officer effective the date first above written.

DATED:

9/15/97

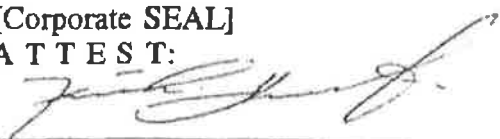
MAKER:

SIXTEEN PLUS CORPORATION

  
\_\_\_\_\_  
Waleed Hamed, President

[Corporate SEAL]

A T T E S T:

  
\_\_\_\_\_  
Fathi Yusuf, Secretary



## EXHIBIT A

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

*WA*

# EXHIBIT 2

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U.S. Department of Justice

United States Attorney

District of the Virgin Islands

VIA U.S. MAIL

December 28, 2004

Randell P Androozzie, Esq.  
Marcus, Androozzie & Fichess  
6255 Sheridan Way  
Suite 302  
Williamsville, NY 14221

DEC 31 2004

Re: United States v. Fathi Yusuf et al., Cr. No. 2003-147

Dear Counsel:

Enclosed please find copies of the government's draft summary schedules in the above-referenced case. Please note that these schedules are in draft form only and may be subject to change depending upon evidence introduced at trial. The government may also produce additional schedules as needed. Also, enclosed please find the curriculum vitae of the summary/expert witness the government intends to call at trial.

Having complied with its Rule 16, Fed. R. Crim. P. discovery obligations, the government requests reciprocal discovery of any photographs, books, papers, documents, data, photographs, tangible objects, buildings or places, or copies or portions of any of these items to the extent the item is within the defendant's control and the defendant intends to use the item in the defendant's case-in-chief at trial. The government further requests a written summary of any testimony that the defendant intends to use under Rules 702, 703 or 705 of the Federal Rules of Evidence. The government also requests, pursuant to Rule 12.1(a), Fed. R. Crim. P. that the defendant notify the government of any intended alibi defenses to the charges in the third superceding indictment.

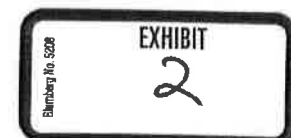
If you have any questions or concerns regarding this matter, please do not hesitate to call me (202) 514-1125.

Yours sincerely,

ANTHONY J. JENKINS  
UNITED STATES ATTORNEY

By: William J. Lovett  
William J. Lovett  
Trial Attorney

Enclosure as stated



YUSF114394

FV 010947

JAVIER L. BELL  
15311 Vantage Parkway, Suite 200  
Houston, Texas 77032

#### PROFESSIONAL EXPERIENCE

1995-Present Special Agent, United States Internal Revenue Service, Criminal Investigation Division

- Investigate financial crimes including tax fraud, money laundering, structuring financial transactions, and other fraud related offenses
- Responsibilities include determining amounts of unreported income, tax loss; structured and laundered funds, and other financial loss
- Testified as summary witness, including testimony about tax calculations, in felony trials in Southern District of Texas

#### PROFESSIONAL CERTIFICATIONS AND CONTINUING EDUCATION

1997 -Present Certified Public Accountant (Texas)

1996 - Present - Continuing Professional Education in accounting, taxation and financial investigative methods and techniques

1995 - Criminal Investigator Training Program  
Federal Law Enforcement Training Center, Glynco, Georgia

1996 - Special Agent Basic Training  
Federal Law Enforcement Training Center, Glynco, Georgia

#### EDUCATION

1985-1989 - Bachelor of Science, Operations Research  
United States Air Force Academy, Colorado Springs, Colorado

1993-1995 - 50+ hours towards Master of Science, Accounting  
University of Houston - Clear Lake, Houston, Texas

JAN 04 2005

IN THE DISTRICT COURT OF THE VIRGIN ISLANDS  
DIVISION OF ST. THOMAS AND ST. JOHN

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

v.-

FATHI YUSUF MOHAMAD YUSUF,  
aka Fathi Yusuf,  
WALEED MOHAMMAD HAMED,  
aka Wally Hamed,  
WAHEED MOHAMMED HAMED,  
aka Willie Hamed,  
MAHER FATHI YUSUF,  
aka Mike Yusuf,  
ISAM MOHAMAD YOUSUF,  
aka Sam Yousuf,  
NEJEH FATHI YUSUF, and  
UNITED CORPORATION  
dba Plaza Extra,  
Defendants.

CRIMINAL NO. 2003-147

DRAFT SUMMARY SCHEDULES

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

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DRAFT

Missed

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**DRAFT**

SIXTEEN PLUS CORPORATION

Bank of Nova Scotia  
Acct. 39411

BANK DATE	DEPOSIT AMOUNT	DEPOSIT SOURCE	DEBIT AMOUNT	PAYEE	CHECK NUMBER	REMARKS
2/10/97	3,000.00	Currency				acct. opened - 60/560
2/19/97	2,000,000.00	Isam Yousef				wire trans / BFC Island Appliances acct
6/15/97			1,600,000.00	The Bank of Nova Scotia	101	Diamond Keturah Closing
8/27/97			7,500.00	M.P. Walker & Assoc.		land survey
8/4/97	18,000.00	Currency				180/\$100
0/4/97	2,000,000.00	Isam Yousef				wire trans / BFC Island Appliances acct
8/4/97			2,211,000.00	The Bank of Nova Scotia		Re payout on loan #58001377
	4,021,000.00		4,018,500.00			
1/27/98			376.00	Brammer, Chason, O'Neill & Assoc.	105	Invoice #12-84
8/5/98	8,000.00	Currency				\$20s
8/1/98	8,000.00	Currency				40/\$50; 300/\$20
8/1/98	5,000.00	Currency				\$20s
8/2/98	8,000.00	Currency				\$20s
8/2/98	3,500.00	Currency				\$20s
8/3/98	7,000.00	Currency				\$10s and \$20s
8/9/98			288.00	Government of the USVI	107	1995 property tax
8/9/98			305.04	Government of the USVI	108	1996 property tax
8/9/98			4,449.80	Government of the USVI	110	1995 property tax
8/9/98			4,413.03	Government of the USVI	111	1996 property tax
8/10/98	5,000.00	Currency				\$20s and \$50s
8/10/98	8,000.00	Currency				\$20s
8/11/98	8,000.00	Currency				\$20s
8/11/98	8,000.00	Currency				\$10s and \$20s
8/14/98	8,000.00	Currency				\$20s
8/14/98			335.64	Government of the USVI	106	1997 property tax
8/14/98			4,854.33	Government of the USVI	109	1997 property tax
8/14/98			11,535.81	Government of the USVI	112	1997 property tax
8/14/98			5,893.63	Government of the USVI	113	1997 property tax
8/14/98			4,488.81	Government of the USVI	114	1997 property tax
8/16/98			10,487.10	Government of the USVI	110	1996 property tax
8/16/98			4,076.74	Government of the USVI	117	1996 property tax
8/16/98			10,487.10	Government of the USVI	118	1995 property tax
8/16/98			5,483.44	Government of the USVI	120	1995 property tax
8/16/98			5,448.66	Government of the USVI	121	1996 property tax
8/16/98			4,048.89	Government of the USVI	123	1995 property tax
8/30/98			8.50	Service charge		
10/7/98	8,000.00	Currency				\$20s
10/22/98			135.27	The Bank of Nova Scotia		check order
10/26/98			1,523.99	Government of the USVI	115	1997 property tax
11/19/98	6,000.00	Currency				\$20s
12/1/98	6,000.00	Currency				\$20s
	90,500.00		78,738.30			
1/22/99	9,000.00	Currency				\$100s
1/25/99	9,000.00	Currency				\$20s and \$100s
1/25/99	9,000.00	Currency				\$100s
1/26/99	9,000.00	Currency				\$10s and \$20s
1/27/99	9,000.00	Currency				\$20s and \$50s
1/28/99	7,000.00	Currency				\$100s
1/29/99	5,000.00	Currency				\$50s
2/2/99	5,000.00	Currency				\$50s
2/3/99	7,000.00	Currency				\$50s
2/4/99	7,000.00	Currency				\$20s and \$50s
2/5/99	6,000.00	Currency				\$20s
2/8/99	5,000.00	Currency				\$50s
2/8/99	9,000.00	Currency				\$20s and \$50s
2/10/99	9,000.00	Currency				\$20s and \$100s
2/11/99	8,000.00	Currency				\$20s
2/12/99	8,000.00	Currency				\$20s; \$50s; \$100s
2/16/99	6,000.00	Currency				\$20s
2/18/99	5,000.00	Currency				\$20s and \$50s
2/18/99	6,000.00	Currency				\$20s
2/23/99	6,000.00	Currency				\$20s
2/24/99	6,000.00	Currency				\$20s and \$100s

DRAFT

SIXTEEN PLUS CORPORATION  
 Bank of Nova Scotia  
 Acct. 39411

BANK DATE	DEPOSIT AMOUNT	DEPOSIT SOURCE	DEBIT AMOUNT	PAYEE	CHECK NUMBER	REMARKS
2/25/99	6,000.00	Currency				\$50s and \$100s
			93,413.25	Department of Finance	200	Diamond Keturah Property
2/28/99	6,000.00	Currency				\$10s and \$50s
3/1/99	6,000.00	Currency				\$50s
3/23/99	4,000.00	Currency				\$20s
4/13/99	6,000.00	Currency				\$20s
4/29/99	4,000.00	Currency				\$20s
5/5/99	3,000.00	Currency				\$10s and \$20s
8/3/99			2,745.88	Department of Finance	202-208	7 checks for 1998 property tax
	186,000.00		96,159.13			

MISSING STATEMENTS AFTER 8/31/00

DRAFT

# EXHIBIT 3

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# Banque Française Commerciale

Antilles Guyane

S. A. capital 25 000 000 - Siège social: 9, rue Louis Meret 75384 PARIS - TEL (11) 44 20 20 20

## ORDRE DE VIREMENT / TRANSFER ORDER

**DONNEUR D'ORDRE  
ISSUER**

Nom  
Name

ZSAMI YOUSUF

Par prélevement sur mon compte numéro  
From my account number

4106063541

Date

2/13/97

Veuillez verser la somme de / Transfer the amount of

(en chiffres)  
(in figures)

(en lettres)  
(in full)

# 2,000,000.-

Two million dollar

**BENEFICIAIRE  
BENEFICIARY**

Nom / Name

Sixteen plus Corporation

Adresse / Address

St. Thomas U.T. V

TEL 809-775-5646

Motif (raison) / Reason

058-00039411

Compte numéro  
Account number

RIB

BANQUE / BANK

The Bank of Nova Scotia

Adresse / Address

Sunny Isle Branch, P.O. Box 775 Christianz

St. Croix U.S.V.I 00821-0775

Code établissement

ABA Routing # 02160669

Code guichet

dans le cas où il s'agit de VIREMENTS PERMANENTS, veuillez préciser.  
PERMANENT TRANSFERS

A compter du  
From

jour mois année  
day month year

Jusqu'au  
To

jour mois année  
day month year

Inclus  
Included

Tous les  
Every

Nombre de virements à effectuer / Quorum

BFC AG  
3 FEV. 1997  
BANK OF NOVA SCOTIA

Mettez une croix dans la case correspondante

Signature du donneur d'ordre  
Giver's signature

EXHIBIT  
350-b

EXHIBIT  
3

HAMD203062

HAMD200247

295-1609

**Scotiabank**   
 THE BANK OF NOVA SCOTIA  
1995 THE BARRY ISLE BRANCH

2001R00389  
 S4-001685

00007785350

*lyw*

SIXTEEN PLUS CORPORATION

PO BOX 743

CHRISTIANSTED  
 00821

U.S. VIRGIN ISLANDS

ACCOUNT  
 NUMBER  
 39411  
 CURRENCY

USD

STATEMENT OF

BUSINESS CHECKING

FROM 10FEB97 TO 28FEB97

DUPLEX PRODUCTS, INC.

BALANCE FORWARD		BALANCE	
009	2,000,000.00	19FEB	2,003,000.00
REP'S	CHK'S	CHK'S	DC.YTD
1	0	0	0
AVG. OR. BAL. THIS	AVG. OR. BAL. THIS	AVG. OR. BAL. THIS	AVG. OR. BAL. THIS
CYCLE-CURR. BAL.	CYCLE-AVAIL. BAL.	CYCLE-CURR. BAL.	CYCLE-MAIL. BAL.
1,033,432	1,033,432	20,037,000	20,037,000
AVG. OR. BAL. THIS	AVG. OR. BAL. THIS	AVG. OR. BAL. THIS	AVG. OR. BAL. THIS
CYCLE-CURR. BAL.	CYCLE-AVAIL. BAL.	CYCLE-CURR. BAL.	CYCLE-MAIL. BAL.
0	0	0	0
9		2	2,003,000.00

BRANCH COPY

HAMD203064

HAMD200249

# **EXHIBIT 4**



HAMD200248

HAMD203063

Scotiabank   
THE BANK OF NOVA SCOTIA

*Sunnyvale*  
BRANCH

DATE *9/4/97*

AMOUNT CREDITED *2,000.00*

1000110 0110001  
CREDIT VOUCHER

CREDIT	TRANSIT NUMBER <i>30585</i>	ACCOUNT NUMBER <i>39411</i>	CUSTOMER'S NAME <i>Sixteen Plus corp</i>
--------	--------------------------------	--------------------------------	---

*For*  
*Sixteen Plus corp.*  
*P.O. Box 763*  
*CLARENCE NS B1T*  
*NS P31*

PARTICULARS:  
*Direct Transfer*  
*to Edward Appleson*  
*Co. John Young*

PREPARED BY <i>[Signature]</i>	CHECKED BY <i>[Signature]</i>	AUTHORIZED BY <i>[Signature]</i>
-----------------------------------	----------------------------------	-------------------------------------

Bimberg No. 5208  
**EXHIBIT**  
**4**

2001 R00389  
S4 001694

SIXTEEN PLUS CORPORATION

PO BOX 763

CHRISTIANSTED  
 00821

U.S. VIRGIN ISLANDS

ACCOUNT  
 NUMBER  
 39411  
 CURRENCY  
 USD

STATEMENT OF

BUSINESS CHECKING

FROM 31AUG97 TO 30SEP97

		BALANCE FORWARD		195,500.00	
000	2,211,000.00	000	2,000,000.00	04SEP	2,500.90
REP. #	CHK'S	CHKRS	SC.YTD	ACC. CURR. BAL. THIS	ACC. CURR. BAL. THIS
	0	0		CYCLE-CURR. BAL.	CYCLE-AVAIL. BAL.
	21,000	21,000		654,000	654,000
	0	0		CYCLE-CURR. BAL.	CYCLE-AVAIL. BAL.
	0	0		0	0
1	2,211,000.00	2	2,018,000.00		1

BRANCH COPY

HAMD203065

HAMD200250

# **EXHIBIT 5**

REAL ESTATE POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that I, Manal Mohamad Yousef, of 25 Gold Pinch Road, Pointe Blanche, St. Martin, N.A., have made, constituted and appointed and by these presents do make, constitute and appoint Fathi Yusuf, of P. O. Box 503358, St. Thomas, VI 00804, my true and lawful attorney ["Attorney"], for me and in my name, place and stead, and on my behalf, and ~~for~~ my use and benefit:

To do and perform all and every act and thing whatsoever requisite and necessary to be done in relation to my interest as a Mortgagee/Lender in the real property located on St. Croix, U.S. Virgin Islands, the legal description of which is attached hereto as Exhibit A.

Said acts and things include, but are not limited to all of those powers enumerated in Title 15 Virgin Islands Code, Uniform Power of Attorney Act § 5-604, the execution and delivery of any and all documents such as a Release, Ratification, Assignment, Closing Statement, contracts, affidavits, and any other documents necessary to do all acts related to my interest in said property, including prosecuting foreclosure in my name, as I might or could do if personally present, with full power of substitution and revocation, hereby ratifying all that my said attorney shall lawfully do or cause to be done by virtue thereof.

The rights, powers and authority of said attorney-in-fact granted in this instrument shall commence upon the date of execution of this instrument and shall be in and remain in full force and effect until terminated by me in writing and filed in the Recorder of Deeds office wherein said property is situated. I hereby agree to release, indemnify, defend and hold my attorney-in-fact harmless for all claims arising by reason of his acts he so performs in accordance with this instrument and the law.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

WITNESSETH:

*[Handwritten signatures of witnesses]*

*[Handwritten signature of Manal Mohamad Yousef]*  
MANAL MOHAMAD YOUSEF





### EXHIBIT A

1. Parcel No. 8, Estate Case Garden, of approximately 2.6171 U.S. Acres.
2. Remainder No. 45A, Estate Case Garden, of approximately 7.6460 U.S. Acres.
3. Parcel No. 10, Estate Case Garden, of approximately 2.0867 U.S. Acres.
4. Road Plot No. 11, Estate Case Garden, of approximately 0.0868 U.S. Acres.
5. Parcel No. 11, Estate Retreat, Matr. No. 37B of Company Quarter and Peter's Niche, Matr. No. 37A and 37BA, Company Quarter, and No. 54 Queen's Quarter all of approximately 42.3025 U.S. Acres.
6. Remainder Matr. 32B, Estate Case Garden of approximately 48.5175 U.S. Acres.
7. Parcel No. 9 Estate Case Garden, of approximately 11.0965 U.S. Acres.
8. Remainder Matr. 32A, Estate Orchard, of approximately 41.0796 U.S. Acres.
9. Parcel No. 40, Estate Orchard of approximately 14.0307 U.S. Acres.
10. Remainder Matr. No. 31, Estate Diamond, of approximately 74.4220 U.S. Acres.
11. Parcel No. 4, Estate Diamond, of approximately 3.8662 U.S. Acres.
12. Parcel No. 1, Estate Diamond, of approximately 51.2358 U.S. Acres.
13. Parcel No. 3, Estate Diamond, of approximately 6.0665 U.S. Acres.
14. Parcel No. 2, Estate Diamond, of approximately 6.3444 U.S. Acres.
15. Road Plot No. 12, Estate Case Garden, of approximately 0.4253 U.S. Acres.
16. Road Plot No. 11, Estate Orchard, of approximately 0.4253 U.S. Acres.
17. Road Plot No. 6, Estate Diamond, of approximately 0.2510 U.S. Acres.



28<sup>th</sup> Feb  
 2001  
 and Entered in Recorder's Book for the  
 District of St. John, Virgin Islands of the U.I.A. at  
 Folio 1004 Page 232  
 and noted in Real Property  
 II-57-126 from 227-184; 304; 305 & 306  
*[Signature]*  
 Registrar





# EXHIBIT 6

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Sixteen Plus Corporation  
4 C & D Sion Farm  
Christiansted  
St. Croix 00820, U.S.V.I.

Per Courier

St. Maarten, December 12, 2012

Ref.: Manal Mohamad Yousef / Collection loan

Dear Sir, Madame,

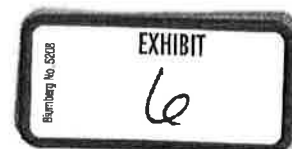
My client Manal Mohamad Yousef requested me to inform you of the following.

As it appears from documents in my possession your company owes client an amount of no less than US\$ 14,612,662.23 (Fourteen Million Six Hundred Twelve Thousand Six Hundred Sixty Two United States Dollars and Twenty Three Dollar Cent), for both principle and interest, based on a promissory note between client and your company dated September 15, 1007 and a First Priority Mortgage dated February 22, 1999. Apart from this your company owes client at least an amount of US\$ 3,000,000.00 for late penalties.

Client is no longer willing to accept your negligent payment behavior and hereby summons you to pay off the entire debt mentioned, to the total of US\$ 17,612,662.23, to client within two (2) weeks from the postdating of this letter. Failure to comply therewith shall result in legal measures taken against your company forthwith, the costs of which will be for your account only.

Sincerely yours,

Jehner G. Snow



# EXHIBIT 7



**AFFIDAVIT OF SERVICE**  
**(SUMMONS - civil action)**



COUNTRY: St. Croix, U.S.V.I.  
Superior Court of the Virgin Islands  
**SIXTEEN PLUS CORPORATION, plaintiff**

Vs.

**MANAL MOHAMMAD YOUSEF, defendant**  
Case No: SX-16-CV-65

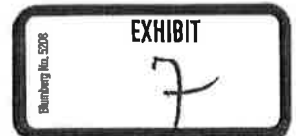
St. Maarten,  
City of Philipsburg

I declare that I, **Solange Monique APON**, am a citizen of St. Maarten, over the age of twenty-one, not a party nor an attorney for any party in this action, and that within the boundaries of the country where service was effected, I was authorized to perform the following service:

- A) Summons
- B) Complaint

Date Received: April 4<sup>th</sup>, 2016

1. Service on **Manal Mohammad Yousef** was accomplished by personally delivering the above mentioned documents to:
- INDIVIDUAL SERVICE; Served the within-named person.
  - SUBSTITUTE SERVICE; By serving it to .....
  - CORPORATE SERVICE; Served the within named corporation by delivering a true copy of the within named corporation to any superior or officer of within mentioned corporation.
  - NON SERVICE; for reasons detailed in the comments below:
  - SERVICE ACCORDING to the laws of St. Maarten: "leaving at below address in a sealed envelope containing the particulars required by the law, because I saw no one there who could be left legally with a copy (ex. Art. 2, paragraph 1 + 2 Code of Civil Procedure)"



At the address of; 25 Gold Finch Road, Point Blanche, St. Maarten,  
D.W.I.

On the 5<sup>th</sup> day of April, 2016 at 16:00



Subscribed and sworn to before me this 15<sup>th</sup> day of April, 2015

Seen for legalization of the signatures of SOLANGE MONIQUE APOU, who identified himself with a drivers license, issued by Sint Maarten, under number DSA015450/1962100676, by me, Marlène Françoise Mingo, LL.M., a civil law notary, established on Sint Maarten, on this 15<sup>th</sup> day of April, 2015. This declaration for the legalization of the signature, by the civil law notary, expressly contains no opinion as to the contents of this document.

  
Notary of Law for St. Maarten

Sint Maarten

Driver's License / Rijbewijs  
nr. DSA015456

\* APON

SOLANGE MONIQUE

06 OCT 1962  
SINT MAARTEN

23 FEB 2015  
27 FEB 2020

1962 09 07 6  
SINT  
MAARTEN

*S.M.*

SECRETARIS VAN DE RIJBEWIJZEN

