

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

HISHAM HAMED, individually,
and derivatively for
SIXTEEN PLUS CORPORATION,

Plaintiffs/Counterclaim Defendant,

vs.
MANAL MOHAMMAD YOUSEF,

Defendant/Counterclaim Plaintiff.

CIVIL NO. SX-16-CV-00065

ACTION FOR
DECLARATORY JUDGMENT
CICO and FIDUCIARY DUTY

JURY TRIAL DEMANDED

MANAL MOHAMMAD YOUSEF,
a/k/a MANAL MOHAMAD YOUSEF,

Plaintiff,

vs.
SIXTEEN PLUS CORPORATION,

Defendant.

CIVIL NO. SX-17-CV-342

ACTION FOR DEBT AND
FORECLOSURE OF REAL
PROPERTY MORTGAGE

COUNTERCLAIM FOR
DAMAGES

JURY TRIAL DEMANDED

SIXTEEN PLUS CORPORATION,

Counterclaim Plaintiff,

Vs.
MANAL MOHAMMAD YOUSEF a/k/a
MANAL MOHAMAD,

Counterclaim Defendants, and
FATHI YUSUF,

Third Party Defendant.

REQUESTS TO ADMIT

The Plaintiff/Counterclaim Defendant, **MANAL MOHAMMAD YOUSEF, MANAL MOHAMMAD YOUSEF**, through her undersigned attorney, James L. Hymes, III, pursuant to Rule 36 of the Virgin Islands Rules of Civil Procedure, hereby propounds the following Requests to Admit on **HISHAM HAMED**:

I. TERMS AND MEANINGS

The terms used in this Discovery have the following meaning:

The “**Hamed family members**” and/or the “**Hamed family**” includes Waleed Hamed, Waheed Hamed, Mufeed Hamed, and Hisham Hamed.

Hamed/16 Plus v. Yusuf/Yousuf:

“You” or “Your” or “Yourself” means the Plaintiff, **HISHAM HAMED, Individually and Derivatively on behalf of SIXTEEN PLUS CORPORATION.**

16 Plus v. MMY:

“You” or “Your” or “Yourself” means Plaintiff/Counter-Defendant **SIXTEEN PLUS CORPORATION.**

MMY v. 16 Plus:

“You” or “Your” or “Yourself” means Defendant/Counterclaim Plaintiff **SIXTEEN PLUS CORPORATION.**

REQUESTS TO ADMIT

Request to Admit No. 1:

Do you admit or deny the parcels of land described as Diamond Keturah are the parcels of land 16 Plus Corporation (“16 Plus”) subjected to a Promissory Note dated September 15, 1997 (“Promissory Note”), a copy is attached as Exhibit “A,” and First Priority Mortgage dated September 15, 1997 (“First Priority Mortgage”), a copy is attached as Exhibit “B,” to Manal Mohammad Yousef a/k/a Manal Mohamad Yousef (“MMY”)?

Response:

Request to Admit No. 2:

Do you admit or deny the property described as those parcels and remainders of parcels, and road plots set forth and described in seventeen (17) separate listings ("Diamond Keturah") in Exhibit A to the First Priority Mortgage (Exhibit B) accurately describes the premises involved in the instant action?

Response:

Request to Admit No. 3:

Do you admit or deny Diamond Keturah was conveyed by deed to 16 Plus on or about December 24, 1998, a copy of Marshal's Deed is attached as Exhibit "C"?

Response:

Request to Admit No. 4:

Do you admit or deny the deed conveying Diamond Keturah to 16 Plus was recorded on February 22, 1999?

Response:

Request to Admit No. 5:

Do you admit or deny 16 Plus holds title to the property known as Diamond Keturah, St. Croix, U.S. Virgin Islands?

Response:

Request to Admit No. 6:

Do you admit or deny 16 Plus has full and complete control over the disposition of Diamond Keturah property, subject only to the First Priority Mortgage (Exhibit B) that 16 Plus gave as part of its purchase price?

Response:

Request to Admit No. 7:

Do you admit or deny at all times relevant hereto, the Hamed family members hold a corporate interest and/or are beneficiaries of a corporate interest in 16 Plus?

Response:

Request to Admit No. 8:

Do you admit or deny at all times relevant hereto, the Hamed family members are heirs/distributees in the Estate of Mohammed A. Hamed?

Response:

Request to Admit No. 9:

Do you admit or deny 16 Plus and MMY entered into agreements in writing, namely a Promissory Note (Exhibit A) and a First Priority Mortgage (Exhibit B) both dated September 15, 1997, under which MMY supplied funds to 16 Plus subject to a mortgage on Diamond Keturah?

Response:

Request to Admit No. 10:

Do you admit or deny 16 Plus received a true copy of the Promissory Note (Exhibit A) that is the subject of this action completely filled in before 16 Plus executed it?

Response:

Request to Admit No. 11:

Do you admit or deny 16 Plus received a true copy of the First Priority Mortgage (Exhibit B) that is the subject of this action completely filled in before 16 Plus executed it?

Response:

Request to Admit No. 12:

Do you admit or deny the Promissory Note (Exhibit A) was prepared by 16 Plus?

Response:

Request to Admit No. 13:

Do you admit or deny the First Priority Mortgage (Exhibit B) was prepared by 16 Plus?

Response:

Request to Admit No. 14:

Do you admit or deny the Promissory Note (Exhibit A) is a true and correct copy of the original, was executed by Waleed Hamed as President of 16 Plus and attested to by Fathi Yusuf as Secretary of 16 Plus, and the signatures on the note are genuine?

Response:

Request to Admit No. 15:

Do you admit or deny the First Priority Mortgage to secure debt (Exhibit B) is a true and correct copy of the original, was executed by Waleed Hamed as President of 16 Plus and attested to by Fathi Yusuf as Secretary of 16 Plus, and the signatures on the mortgage are genuine?

Response:

Request to Admit No. 16:

Do you admit or deny at the time the First Priority Mortgage (Exhibit B) was given, Waleed Hamed and Fathi Yusuf were officers and shareholders of the mortgagor, 16 Plus?

Response:

Request to Admit No. 17:

Do you admit or deny that the Diamond Keturah property purchased by 16 Plus has been covered by a valid security interest of MMY?

Response:

Request to Admit No. 18:

Do you admit or deny the Promissory Note (Exhibit A) was for a term of five (5) years starting on the date the Promissory Note was signed on September 15, 1997?

Response:

Request to Admit No. 19:

Do you admit or deny 16 Plus executed and delivered to MMY the First Priority Mortgage (Exhibit B)?

Response:

Request to Admit No. 20:

Admission: Do you admit or deny 16 Plus on or about September 15, 1997, conveyed, transferred, or encumbered its real property known as Diamond Keturah to MMY?

Response:

Request to Admit No. 21:

Do you admit or deny the entire agreement between 16 Plus and MMY was contained in the Promissory Note (Exhibit A) and First Priority Mortgage (Exhibit B), both dated September 15, 1997?

Response:

Request to Admit No. 22:

Do you admit or deny MMY is the holder of the First Priority Mortgage, and any debt owed by 16 Plus for the purchase of Diamond Keturah is owed to MMY?

Response:

Request to Admit No. 23:

Do you admit or deny MMY supplied \$4.5 million in funds to 16 Plus subject to a mortgage for Diamond Keturah?

Response:

Request to Admit No. 24:

Do you admit or deny 16 Plus received a \$4.5 million loan from MMY which was secured by a First Priority Mortgage (Exhibit B) on the Diamond Keturah property?

Response:

Request to Admit No. 25:

Do you admit or deny a Promissory Note (Exhibit A) pertaining to Diamond Keturah property is a valid, binding obligation?

Response:

Request to Admit No. 26:

Do you admit or deny a First Priority Mortgage (Exhibit B) pertaining to Diamond Keturah property is a valid, binding obligation?

Response:

Request to Admit No. 27:

Do you admit or deny 16 Plus is indebted to MMY in the amount of \$4.5 million?

Response:

Request to Admit No. 28:

Do you admit or deny you are willing to pay the amount due on the promissory note?

Response:

Request to Admit No. 29:

Do you admit or deny there is owing to MMY the sum of \$4.5 million at eight percent (8%) interest per annum less the three (3) interest only payments of \$360,000.00 made in 1998, 1999, and 2000 plus a late charge computed as follows:

Principal Balance	X	then applicable prime rate	X	number of days
<u>Outstanding on Note</u>		of interest plus $\frac{1}{2}\%$		between date
365				installment due and
				date installment
				received?

Response:

Request to Admit No. 30:

Do you admit or deny pursuant to the Promissory Note (Exhibit A), when a monetary default remains uncured for a period of fifteen (15) days, a default exists and any sums advanced or due under the First Priority Mortgage (Exhibit B) becomes due and payable and the unpaid principal balance of this Promissory Note shall bear interest at eighteen (18%) per annum simple interest?

Response:

Request to Admit No. 31:

Do you admit or deny you knew in 2005 the mortgage needed to be paid when Diamond Keturah was sold?

Response:

Request to Admit No. 32:

Do you admit or deny there is an unpaid balance due and payable on the promissory note secured by the mortgage?

Response:

Request to Admit No. 33:

Do you admit or deny 16 Plus owes an unpaid balance due on the promissory note secured by the mortgage to MMY?

Response:

Request to Admit No. 34:

Do you admit or deny 16 Plus has failed to reimburse MMY the money, \$4.5 million, MMY loaned to 16 Plus in September 1997?

Response:

Request to Admit No. 35:

Do you admit or deny 16 Plus did not pay MMY the sums 16 Plus agreed to pay in the promissory note secured by the mortgage?

Response:

[16Plus v. MMY (Civ. No. SX-16-CV-65); and MMY v. 16 Plus v. MMY and Fathi Yusuf (Civ. No. SX-17-CV-342):]

Request to Admit No. 36:

Do you admit or deny the balance sued for is due and owing by 16 Plus to MMY?

Response:

Request to Admit No. 37:

Do you admit or deny that MMY and/or Fathi Yusuf never made a representation to 16 Plus pertaining to the lack of validity of the First Priority Mortgage that is at issue in this case?

Response:

Request to Admit No. 38:

Do you admit or deny there is no document relating to a modification of the terms and conditions of the Promissory Note (Exhibit A)?

Response:

Request to Admit No. 39:

Do you admit or deny there is no document relating to a modification of the terms and conditions of the First Priority Mortgage (Exhibit B)?

Response:

Request to Admit No. 40:

Do you admit or deny there is no written modification of the terms and conditions of the Promissory Note (Exhibit A)?

Response:

Request to Admit No. 41:

Do you admit or deny there is no oral modification of the terms and conditions of the Promissory Note (Exhibit A)?

Response:

Request to Admit No. 42:

Do you admit or deny there is no written modification of the terms and conditions of the First Priority Mortgage (Exhibit B)?

Response:

Request to Admit No. 43:

Do you admit or deny there is no oral modification of the terms and conditions of the First Priority Mortgage (Exhibit B)?

Response:

Request to Admit No. 44:

Do you admit or deny 16 Plus did not request a change in the payment terms of the Promissory Note (Exhibit A)?

Response:

Request to Admit No. 45:

Do you admit or deny 16 Plus did not request a change in the terms of the First Priority Mortgage (Exhibit B)?

Response:

[MMY v. 16 Plus v. MMY and Fathi Yusuf (Civ. No. SX-17-CV-342):]

Request to Admit No. 46:

Do you admit or deny MMY did not enter into an accord and satisfaction and/or an agreement to forgive, excuse, release, discharge, settle, and/or forebear the indebtedness and/or obligation due in connection with the First Priority Mortgage (Exhibit B)?

Response:

[MMY v. 16 Plus v. MMY and Fathi Yusuf (Civ. No. SX-17-CV-342):]

Request to Admit No. 47:

Do you admit or deny 16 Plus gave MMY no consideration for an alleged accord and satisfaction?

Response:

[MMY v. 16 Plus v. MMY and Fathi Yusuf (Civ. No. SX-17-CV-342):]

Request to Admit No. 48:

Do you admit or deny MMY received no consideration of value in exchange for an alleged accord and satisfaction pertaining to Diamond Keturah property?

Response:

[MMY v. 16 Plus v. MMY and Fathi Yusuf (Civ. No. SX-17-CV-342):]

Request to Admit No. 49:

Do you admit or deny 16 Plus gave MMY no consideration for an alleged agreement to forgive, excuse, release, discharge, settle, and/or forebear the indebtedness and/or obligation due in connection with the First Priority Mortgage (Exhibit B)?

Response:

[MMY v. 16 Plus v. MMY and Fathi Yusuf (Civ. No. SX-17-CV-342):]

Request to Admit No. 50:

Do you admit or deny MMY received no consideration of value in exchange for an alleged agreement to forgive, excuse, release, discharge, settle, and/or forebear the indebtedness and/or obligation due pertaining to Diamond Keturah property?

Response:

Request to Admit No. 51:

Do you admit or deny that in 1998, 16 Plus made a payment in the amount of \$360,000.00 as and for payment of the first yearly interest only payment pursuant to the Promissory Note (Exhibit A) secured by the First Priority Mortgage (Exhibit B) pertaining to Diamond Keturah property?

Response:

Request to Admit No. 52:

Do you admit or deny that in 1999, 16 Plus made a payment in the amount of \$360,000.00 as and for payment of the second yearly interest only payment pursuant to the Promissory Note (Exhibit A) secured by the First Priority Mortgage (Exhibit B) pertaining to Diamond Keturah property?

Response:

Request to Admit No. 53:

Do you admit or deny that in 2000, 16 Plus made a payment in the amount of \$360,000.00 as and for payment of the third yearly interest only payment pursuant to the Promissory Note (Exhibit A) secured by the First Priority Mortgage (Exhibit B) pertaining to Diamond Keturah property?

Response:

Request to Admit No. 54:

Do you admit or deny only three (3) yearly interest only payments in 1998, 1999, and 2000 have been made on the promissory note of September 15, 1997, since its execution?

Response:

Request to Admit No. 55:

Do you admit or deny the last payment made by 16 Plus on the Promissory Note (Exhibit A) was made sometime in 2000 and was in the sum of \$360,000.00 as a yearly interest only payment?

Response:

Request to Admit No. 56:

Do you admit or deny at no time after 16 Plus paid the third yearly interest only payment in 2000 due under the Promissory Note (Exhibit A) and secured by the First Priority Mortgage (Exhibit B) did 16 Plus pay any amounts due and owing to MMY under the promissory note?

Response:

Request to Admit No. 57:

Do you admit or deny 16 Plus is not entitled to claim any credit, offsets, or deductions other than a future payment of the \$4.5 million loan?

Response:

Request to Admit No. 58:

Do you admit or deny the yearly interest only payment of \$360,000.00 due on September 15, 2001, was not paid in full when due according to the terms of the Promissory Note (Exhibit A) secured by the First Priority Mortgage (Exhibit B)?

Response:

Request to Admit No. 59:

Do you admit or deny the yearly interest only payment of \$360,000.00 due on September 15, 2002, was not paid in full when due according to the terms of the Promissory Note (Exhibit A) secured by the First Priority Mortgage (Exhibit B)?

Response:

Request to Admit No. 60:

Do you admit or deny the payment of the full principal, \$4.5 million, due on September 15, 2002, was not paid in full when due according to the terms of the Promissory Note (Exhibit A) secured by the First Priority Mortgage (Exhibit B)?

Response:

Request to Admit No. 61:

Do you admit or deny 16 Plus failed to pay installments that came due pursuant to the Promissory Note (Exhibit A) secured by the First Priority Mortgage (Exhibit B) on September 15, 2001, and September 15, 2002?

Response:

Request to Admit No. 62:

Do you admit or deny you possess no proof or evidence that the unpaid balance due on the Promissory Note (Exhibit A) secured by the First Priority Mortgage (Exhibit B) is not \$4.5 million, plus interest, as of ***September 15, 2001?

Response:

Request to Admit No. 63:

Do you admit or deny the Promissory Note (Exhibit A) became in default for non-payment on the maturity date and the default was never cured?

Response:

Request to Admit No. 64:

Do you admit or deny the First Priority Mortgage (Exhibit B) became in default because of nonpayment of the Promissory Note (Exhibit A) on its maturity date and the default was never cured?

Response:

Request to Admit No. 65:

Do you admit or deny 16 Plus has failed to comply with all the terms and conditions of the Promissory Note (Exhibit A)?

Response:

Request to Admit No. 66:

Do you admit or deny 16 Plus has failed to comply with all the terms and conditions of the First Priority Mortgage (Exhibit B)?

Response:

[16Plus v. MMY (Civ. No. SX-16-CV-65); and MMY v. 16 Plus v. MMY and Fathi Yusuf (Civ. No. SX-17-CV-342):]

Request to Admit No. 67:

Do you admit or deny that interest on the claim asserted herein by MMY is due?

Response:

Request to Admit No. 68:

Do you admit or deny on or about December 12, 2012, MMY made a written demand, a copy is attached as Exhibit "D," upon 16 Plus to pay all of the indebtedness 16 Plus owes to MMY?

Response:

Request to Admit No. 69:

Do you admit or deny a letter dated December 12, 2012 (Exhibit D) was received by 16 Plus via courier?

Response:

Request to Admit No. 70:

Do you admit or deny the indebtedness represented by the Promissory Note (Exhibit A) and secured by the First Priority Mortgage (Exhibit B) was not paid within fifteen (15) days from receipt of the letter dated December 12, 2012 (Exhibit D) by its respective addressee, nor has the indebtedness been paid by 16 Plus or its representative?

Response:

Request to Admit No. 71:

Do you admit or deny MMY has fully performed her obligations under the terms of the Promissory Note (Exhibit A)?

Response:

Request to Admit No. 72:

Do you admit or deny MMY has fully performed her obligations under the terms of the First Priority Mortgage (Exhibit B)?

Response:

Request to Admit No. 73:

Do you admit or deny there are no facts which form the basis of any defense in this action?

Response:

Request to Admit No. 74:

Do you admit or deny there are no documents, writings, letters, records or other papers of any sort upon which you intend to utilize as evidence of or a basis for any defense in this action?

Response:

Request to Admit No. 75:

Do you admit or deny you were aware MMY intended to relocate from Sint Marteen sometime in 2010?

Response:

Request to Admit No. 76:

Do you admit or deny a member of the Hamed family requested MMY to sign a document to facilitate a sale of Diamond Keturah if MMY intended to relocate from Sint Marteen?

Response:

Request to Admit No. 77:

Do you admit or deny Mr. Waleed Hamed requested MMY to sign a document to facilitate a sale of Diamond Keturah if MMY intended to relocate from Sint Marteen?

Response:

Request to Admit No. 78:

Do you admit or deny in 2010 Mr. Waleed Hamed requested MMY to sign a power of attorney, a copy is attached as Exhibit "E," to facilitate a sale of Diamond Keturah before MMY relocated from Sint Maarten?

Response:

[16Plus v. MMY (Civ. No. SX-16-CV-65); and MMY v. 16 Plus v. MMY and Fathi Yusuf (Civ. No. SX-17-CV-342):]

Request to Admit No. 79:

Do you admit or deny MMY is and was a resident of Ramallah, West Bank, Palestine at the time the instant action was commenced?

Response:

[16Plus v. MMY (Civ. No. SX-16-CV-65); and MMY v. 16 Plus v. MMY and Fathi Yusuf (Civ. No. SX-17-CV-342):]

Request to Admit No. 80:

Do you admit or deny MMY presently resides, and since 2010 has resided, in Ramallah, West Bank, Palestine?

Response:

Request to Admit No. 81:

Do you admit or deny the Hamed family and/or representatives or agents of 16 Plus knew MMY was planning to relocate from Sint Marteen sometime in the early 2010s?

Response:

Request to Admit No. 82:

Do you admit or deny the Hamed family and/or representatives or agents of 16 Plus knew MMY has not reside in Sint Marteen in 2016 and thereafter?

Response:

Request to Admit No. 83:

Do you admit or deny Waleed Hamed participated in a pattern of criminal activity that is at issue in this case?

Response:

Request to Admit No. 84:

Do you admit or deny at all times relevant to this matter Mr. Waleed Hamed was an agent or representative of the Hamed family and/or 16 Plus?

Response:

Request to Admit No. 85:

Do you admit or deny at all times relevant to this matter Mr. Waleed Hamed was authorized to act for and on behalf of the Hamed family and/or 16 Plus?

Response:

Request to Admit No. 86:

Do you admit or deny Fathi Yusuf was not the agent or representative of MMY at any time relevant hereto?

Response:

Request to Admit No. 87:

Do you admit or deny that Fathi Yusuf never represented to you that he was an agent of MMY in this case?

Response:

Request to Admit No. 88:

Do you admit or deny that MMY never represented to you that Fathi Yusuf was her agent?

Response:

Request to Admit No. 89:

Do you admit or deny that MMY never represented to you that Fathi Yusuf had the authority to act on MMY's behalf and/or was subject to her control in connection with the activity, conduct, and/or incident that is at issue in this case?

Response:

Request to Admit No. 90:

Do you admit or deny MMY was not an agent or representative of Fathi Yusuf at anytime relevant hereto?

Response:

Request to Admit No. 91:

Do you admit or deny MMY did not act at the direction of and is not subject to control by Fathi Yusuf in procuring the Promissory Note (Exhibit A) and First Priority Mortgage (Exhibit B) pertaining to Diamond Keturah?

Response:

Request to Admit No. 92:

Do you admit or deny at all times relevant to this matter 16 Plus was a Virgin Islands corporation and licensed to do business in the Territory of the U.S. Virgin Islands?

Response:

Request to Admit No. 93:

Do you admit or deny 16 Plus has not paid its annual franchise tax in accordance with 13 V.I.C. § 533(a)?

Response:

Request to Admit No. 94:

Do you admit or deny a consolidated matter styled as *Hamed v. Yusuf et al.*, Civil Nos. SX-12-CV-370, SX-14-CV-287, and SX-14-CV-278 in the Superior Court of the Virgin Islands, Division of St. Croix involves the dissolution, accounting including claimed credits and charges against partner accounts, and wind up of the partnership between Mohammed A. Hamed and Fathi Yusuf (“Hamed/Yusuf partnership”)?

Response:

Request to Admit No. 95:

Do you admit or deny the pleadings in consolidated cases *Hamed v. Yusuf, et al.*, Civil Nos. SX-12-CV-370, SX-14-CV-287, and SX-14-CV-278, in the Superior Court of the Virgin Islands, Division of St. Croix sought a claim for dissolution, wind up, and accounting of a partnership including those related to Plaza Extra Stores?

Response:

Request to Admit No. 96:

Do you admit or deny in a consolidated matter styled as *Hamed v. Yusuf, et al.*, Civil Nos. SX-12-CV-370, SX-14-CV-287, and SX-14-CV-278 in the Superior Court of the Virgin Islands, Division of St. Croix, the Hamed family members submitted “Hamed Partnership Claims for 1986 through January 1, 2012,” a copy is attached as Exhibit “F”?

Response:

Request to Admit No. 97:

Do you admit or deny in that submission, entitled “Hamed Partnership Claims for 1986 through January 1, 2012” (Exhibit F), the Hamed family members made a claim for \$4.5 million dollars in partnership funds which the Hamed family members claimed were transferred to Isam Yousuf in 1996-1997 and used to purchase the Diamond Keturah property?

Response:

Request to Admit No. 98:

Do you admit or deny an accounting of partnership funds, including those pertaining to Plaza Extra Stores, was litigated in a consolidated matter styled as *Hamed v. Yusuf, et al.*, Civil Nos. SX-12-CV-370, SX-14-CV-287, and SX-14-CV-278 in the Superior Court of the Virgin Islands, Division of St. Croix?

Response:

Request to Admit No. 99:

Do you admit or deny in a consolidated matter styled as *Hamed v. Yusuf, et al.*, Civil Nos. SX-12-CV-370, SX-14-CV-287, and SX-14-CV-278, the Superior Court of the Virgin Islands, Division of St. Croix rendered a decision concerning each partner's accounting pursuant to *Hamed v. Yusuf*, 2017 V.I. LEXIS 114 (Super. Ct. V.I. July 21, 2017)?

Response:

Request to Admit No. 100:

Do you admit or deny in consolidated matter styled as *Hamed v. Yusuf, et al.*, Civil Nos. SX-12-CV-370, SX-14-CV-287, and SX-14-CV-278 in the Superior Court of the Virgin Islands, Division of St. Croix, Fathi Yusuf was discharged from any and all liability to 16 Plus and the Hamed family members pertaining to the source of the \$4.5 million loan between MMY and 16 Plus?

Response:

Request to Admit No. 101:

Do you admit or deny claimed credits and charges against the partner accounts of Plaza Extra Stores partnership funds in the present action is the same and was litigated in a consolidated matter styled as *Hamed v. Yusuf, et al.*, Civil Nos. SX-12-CV-370, SX-14-CV-287, and SX-14-CV-278 in the Superior Court of the Virgin Islands, Division of St. Croix?

Response:

Request to Admit No. 102:

Do you admit or deny in consolidated cases *Hamed v. Yusuf, et al.*, Civil Nos. SX-12-CV-370, SX-14-CV-287, and SX-14-CV-278 in the Superior Court of the Virgin Islands, Division of St. Croix the Superior Court determined that the Final Wind Up Plan of the partnership relating to Plaza Extra Stores is limited in scope to claimed credits and charges to partner accounts for transactions occurring on or after September 17, 2006?

Response:

Request to Admit No. 103:

Do you admit or deny the Hamed family members' accounting claims relating to Hamed/Yusuf partnership including Plaza Extra Stores has been decided and is limited to transactions that post-date September 17, 2006 pursuant to *Hamed v. Yusuf, et al.*, 2017 V.I. LEXIS 114 (V.I. Super. Ct. July 21, 2017)?

Response:

Request to Admit No. 104:

Do you admit or deny the alleged transfer of Plaza Extra Stores partnership funds that is the subject of the loan in this action occurred in 1997 and prior thereto?

Response:

Request to Admit No. 105:

Do you admit or deny an accounting of Plaza Extra Stores partnership funds for the years 1996-1997 was encompassed and determined pursuant to *Hamed v. Yusuf*, 2017 V.I. LEXIS 114 (Super. Ct. V.I. July 21, 2017)?

Response:

Request to Admit No. 106:

Do you admit or deny the Superior Court of the Virgin Islands, Division of St. Croix in *Hamed v. Yusuf, et al.*, Civil Nos. SX-12-CV-370, SX-14-CV-287, and SX-14-CV-278, concluded Plaza Extra Stores is not the source of the funds for the purchase of Diamond Keturah property?

Response:

Request to Admit No. 107:

Do you admit or deny the Superior Court of the Virgin Islands, Division of St. Croix in *Hamed v. Yusuf, et al.*, Civil Nos. SX-12-CV-370, SX-14-CV-287, and SX-14-CV-278, concluded Plaza Extra Stores is not the source of the funds MMY advanced to 16 Plus in exchange for the mortgage relating to Diamond Keturah property?

Response:

Request to Admit No. 108:

Do you admit or deny the Hamed family members are precluded from challenging that Manal Mohamad Youused supplied the funds to 16 Plus subject to a mortgage for Diamond Keturah in prior consolidated actions styled as *Hamed v. Yusuf, et al.*, Civil Nos. SX-12-CV-370, SX-14-CV-287, and SX-14-CV-278 in the Superior Court of the Virgin Islands, Division of St. Croix pursuant to *Hamed v. Yusuf*, 2017 V.I. LEXIS 114 (Super. Ct. V.I. July 21, 2017)?

Response:

Request to Admit No. 109:

Do you admit or deny 16 Plus in the present action has the same interest as the Hamed family members in a consolidated matter styled as *Hamed v. Yusuf, et al.*, Civil Nos. SX-12-CV-370, SX-14-CV-287, and SX-14-CV-278 in the Superior Court of the Virgin Islands, Division of St. Croix?

Response:

Request to Admit No. 110:

Do you admit or deny 16 Plus in the present action is in privity with the Hamed family members in a consolidated matter styled as *Hamed v. Yusuf, et al.*, Civil Nos. SX-12-CV-370, SX-14-CV-287, and SX-14-CV-278 in the Superior Court of the Virgin Islands, Division of St. Croix?

Response:

Request to Admit No. 111:

Do you admit or deny the Hamed family members with an interest in 16 Plus are identical to or in privity with the named Hamed parties referred to in the consolidated cases *Hamed v. Yusuf, et al.*, Civil Nos. SX-12-CV-370, SX-14-CV-287, and SX-14-CV-278, in the Superior Court of the Virgin Islands, Division of St. Croix?

Response:

Request to Admit No. 112:

Do you admit or deny Mr. Waleed Hamed, who executed the Promissory Note (Exhibit A) and Mortgage (Exhibit B) as President of 16 Plus, is the same Waleed Hamed who appeared as a party in the consolidated cases *Hamed v. Yusuf, et al.*, Civil Nos. SX-12-CV-370, SX-14-CV-287, and SX-14-CV-278, in the Superior Court of the Virgin Islands, Division of St. Croix?

Response:

[Hamed v. Yusuf/Yousuf (2016-SX-CV-650)]

Request to Admit No. 113:

Do you admit or deny Mr. Hisham Hamed, who is a plaintiff in the present action, is the same Hisham Hamed who was a party in the consolidated cases *Hamed v. Yusuf, et al.*, Civil Nos. SX-12-CV-370, SX-14-CV-287, and SX-14-CV-278, in the Superior Court of the Virgin Islands, Division of St. Croix?

Response:

[Hamed v. Yusuf/Yousuf (2016-SX-CV-650)]

Request to Admit No. 114:

Do you admit or deny Mr. Waleed Hamed, who is referenced in the First Amended Complaint in the present action is the same Waleed Hamed who was a party in the consolidated cases *Hamed v. Yusuf, et al.*, Civil Nos. SX-12-CV-370, SX-14-CV-287, and SX-14-CV-278 in the Superior Court of the Virgin Islands, Division of St. Croix?

Response:

[MMY v. 16 Plus v. MMY and Fathi Yusuf (Civ. No. SX-17-CV-342):]

Request to Admit No. 115:

Do you admit or deny the Hamed family members, who are referenced in the Answer to Complaint and Counterclaim of 16 Plus in the present action are the same Hamed family members who were parties in the consolidated cases *Hamed v. Yusuf, et al.*, Civil Nos. SX-12-CV-370, SX-14-CV-287, and SX-14-CV-278 in the Superior Court of the Virgin Islands, Division of St. Croix?

Response:

Request to Admit No. 116:

Do you admit or deny the interests of 16 Plus was fully and fairly represented by the Hamed family members in a matter styled as *Hamed v. Yusuf, et al.*, Civil Nos. SX-12-CV-370, SX-14-CV-287, and SX-14-CV-278 in the Superior Court of the Virgin Islands, Division of St. Croix?

Response:

[Hamed v. Yusuf/Yousuf (2016-SX-CV-650)]

Request to Admit No. 117:

Do you admit or deny the interests of Mr. Hisham Hamed was fully and fairly represented by himself and the Hamed family members in a matter styled as *Hamed v. Yusuf, et al.*, Civil Nos. SX-12-CV-370, SX-14-CV-287, and SX-14-CV-278 in the Superior Court of the Virgin Islands, Division of St. Croix?

Response:

[Hamed v. Yusuf/Yousuf (2016-SX-CV-650)]

Request to Admit No. 118:

Do you admit or deny the damages and/or remedies sought by you against Isam Yousuf and/or Jamil Yousuf in this case are precluded by the Superior Court of the Virgin Islands, Division of St. Croix in *Hamed v. Yusuf*, 2017 V.I. LEXIS 114 (Super. Ct. V.I. July 21, 2017)?

Response:

[16Plus v. MMY (Civ. No. SX-16-CV-65); and MMY v. 16 Plus v. MMY and Fathi Yusuf (Civ. No. SX-17-CV-342):]

Request to Admit No. 119:

Do you admit or deny the damages and/or remedies sought by you against MMY in this case are precluded by the Superior Court of the Virgin Islands, Division of St. Croix in *Hamed v. Yusuf*, 2017 V.I. LEXIS 114 (Super. Ct. V.I. July 21, 2017)?

Response:

Request to Admit No. 120:

Do you admit or deny that you did not suffer and/or incur injuries and/or damages as a result of the alleged misrepresentation made by MMY regarding the loan agreement between MMY and 16 Plus that is at issue in this case?

Response:

Request to Admit No. 121:

Do you admit or deny that MMY, Isam Yousuf, and/or Jamil Yousuf never induced 16 Plus to contract for a loan that is at issue in this case?

Response:

Request to Admit No. 122:

Do you admit or deny that you did not detrimentally rely on the alleged CICO-prohibited activity and/or conduct of MMY, Isam Yousuf, and/or Jamil Yousuf that is at issue in this case?

Response:

Request to Admit No. 123:

Do you admit or deny that you did not suffer and/or incur injuries and/or damages to yourself and to business and/or to property in connection with the alleged CICO-prohibited activity, conduct, and/or incident involving MMY, Isam Yousuf, and/or Jamil Yousuf that is at issue in this case?

Response:

Respectfully Submitted,

DATED: September 15, 2022.

LAW OFFICES OF JAMES L. HYMES, III, P.C.
*Counsel for Plaintiff/Counterclaim
Defendant Manal Mohammad Yousef
a/k/a Manal Mohamad Yousef*

By: */s/James L. Hymes, III*

JAMES L. HYMES, III
VI Bar No. 264
P.O. Box 990
St. Thomas, Virgin Islands 00804-0990
Telephone: (340) 776-3470
Facsimile: (340) 775-3300
E-Mail: jim@hymeslawvi.com;
rauna@hymeslawvi.com

CERTIFICATE OF SERVICE

I hereby certify that on this the 15th day of September, 2022, I caused an exact copy of the foregoing **“Requests to Admit”** to be served electronically by e-mail, to the following counsel of record:

JOEL H. HOLT, ESQ.

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

Counsel for Defendant/Counterclaim Plaintiff Sixteen Plus Corporation

CARL J. HARTMANN, III, ESQ.

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Christiansted, VI 00820
carl@carlhartmann.com

Co-Counsel for Defendant/Counterclaim Plaintiff Sixteen Plus Corporation

CHARLOTTE PERRELL, ESQ.

STEFAN HERPEL, ESQ.

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sherpel@dnfvi.com

Attorneys for Third Party Defendant Fathi Yusuf

/s/James L. Hymes, III

“EXHIBIT A”

\$4,500,000

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

PROMISSORY NOTE

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

Such indebtedness shall be paid as follows:

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

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

SEE EXHIBIT A

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

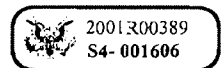
Maker shall pay to holder a late charge in the event that any installment is not received by the Holder on the date that it is due. The late charge shall be computed as follows:

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

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

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

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



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

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

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

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

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

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

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

DATED: 9/15/97

MAKER:

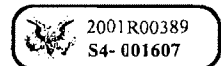
SIXTEEN PLUS CORPORATION

Waleed Hamed
Waleed Hamed, President

[Corporate SEAL]

A T T E S T:

Fathi Yusuf
Fathi Yusuf, Secretary



“EXHIBIT B”

February 22, 1999

FIRST PRIORITY MORTGAGE

No. 768/1999

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

WITNESSETH:

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

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

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

SEE EXHIBIT A

Together with

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

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

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

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

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

1. THE NOTE.

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

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

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

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

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

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

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

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

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

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

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

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

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

11. TAKING; APPLICATION OF AWARD.

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

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

12. INTENTIONALLY OMITTED.

13. INTENTIONALLY OMITTED.

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

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

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

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

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

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

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

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

16. REMEDIES OF THE HOLDER OF THE NOTE.

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

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

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

17. INTENTIONALLY OMITTED.

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

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

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

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

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

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

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

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

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

FIFTH: Any balance to the Borrower.

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

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

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

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

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

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

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

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

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

30. ASSIGNMENT.

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

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

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

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

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

33.1 Borrower hereby covenants that Borrower has not executed any prior

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

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

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

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

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

USA

as this Mortgage ceases to secure indebtedness held by Lender.

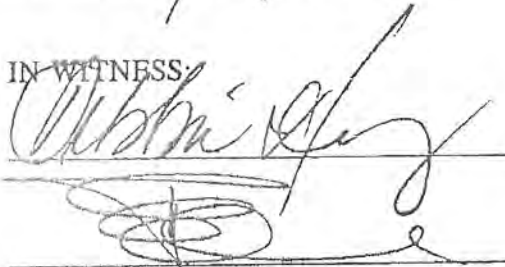
34. MISCELLANEOUS. This Mortgage may be changed, waived, discharged, or terminated only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. The headings in this Mortgage are for convenience of reference only and shall not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

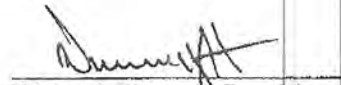
35. INTEREST AND ADVANCES TO PROTECT COLLATERAL. This Mortgage secures and shall secure the Obligations. Without limiting the foregoing, this Mortgage secures any and all interest on the indebtedness, costs of collection, and any advances made by the Lender reasonably necessary for protection of the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

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

DATED: 9/15/97

IN WITNESS:

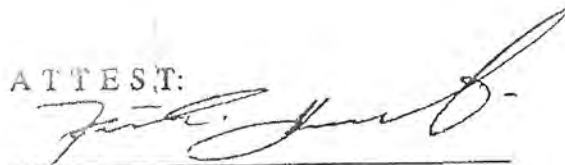




Waleed Hamed, President
Sixteen Plus Corporation

[CORPORATE SEAL]

ATTEST:



Fathi Yusuf, Secretary

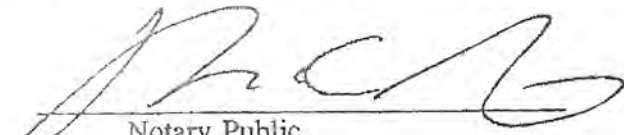
ACKNOWLEDGEMENT FOR CORPORATION

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

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

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

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


Notary Public

22nd Feb
 2:51 o'clock
 Reported and Entered in Recorder's Book for
 District of St. Croix, Virgin Islands of the U.S.A.
 Photo copy 679 Page 33
 No. 7108/1999 and noted in Real Property Records
 JL: 37: 11 Page 27: 18C: 304, 305 + 3
Brian J. Anderson
 \$ 508.50



HAMD596235

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.



MA

28nd Feb
8:51 o'clock P.M.
Recorded and Entered in Recorder's Book for
District of St. Croix, Virgin Islands of the U.S.A.
Photo copy 1079 Page 33
No. 1108/199 and noted in Real Property Register
II: 32: 166 Page 227: 186; 304, 305 & 306
Bryan J. Huberton
Feb 1, 1995

195

“EXHIBIT C”

51,271

February 22, 1999

MARSHAL'S DEED

No. 767/1999

THIS INDENTURE, made between BURTON O'REILLY, ^{Asst.} Marshal of the Territorial Court of the Virgin Islands (GRANTOR) and SIXTEEN PLUS CORPORATION of ST. CROIX, U.S. VIRGIN ISLANDS (GRANTEE):

WITNESSETH:

WHEREAS pursuant to a judgment of foreclosure of the Territorial Court of the Virgin Islands, Division of St. Croix, in an action entitled THE BANK OF NOVA SCOTIA v. PALM SHORES VENTURE GROUP, et al. and bearing File No. 746/1992 execution was issued and a judicial sale was held on September 13, 1996 at which the following premises were sold:

All that certain property lying and being situate in St. Croix, United States Virgin Islands, to-wit:*

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 No. 37BA, Company Quarter, and No. 54 Queen's Quarter all of approximately 39.1395 U.S. Acres.
6. Remainder Matr. No. 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. No. 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.

* See Exhibit A for further legal description of all listed properties.

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MARSHAL'S DEED

Page 2

- 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.

AND WHEREAS, THE BANK OF NOVA SCOTIA, was the highest bidder, and purchased the premises for the sum of \$4,232,367.95, and said sale was confirmed by the Court on October 28, 1996;

AND WHEREAS, THE BANK OF NOVA SCOTIA is now entitled to conveyance of said premises according to law, the equity of redemption having expired;

AND WHEREAS, THE BANK OF NOVA SCOTIA has assigned all of its right, title and interest to the certificate of sale at the premises to SIXTEEN PLUS CORPORATION;

NOW, THEREFORE, the undersigned, BURTON O'REILLY, ^{Asst.} Marshal of the Territorial Court of the Virgin Islands of the United States, in consideration of the premises and of the sum of \$4,232,367.95 to me in hand paid, hereby convey to SIXTEEN PLUS CORPORATION the premises hereinabove described, together with all improvements thereon, pursuant to the Judgment and Order of the Territorial Court and the laws of the Virgin Islands.

TO HAVE AND TO HOLD THE SAME unto the said GRANTEE, SIXTEEN PLUS CORPORATION, in fee simple forever.

DATED: December 24, 1998

BURTON O'REILLY
Asst. Marshal of the Territorial Court

WITNESS:

[Signature]

Jerry James

By *[Signature]*

Burton E. O'Reilly

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9009

MARSHAL'S DEED
Page 3

22nd Feb
2:51 o'clock P
Recorded and Entered In Recorder's Book for
District of St. Croix, Virgin Islands of the U.S.A.
Photo-copy No. 1019 Page 29
Title 33:166 Page 2 27:186; 304, 305 & 30.

ACKNOWLEDGMENT

TERRITORY OF THE VIRGIN ISLANDS)
DIVISION OF ST. CROIX) SS:


On this 24th day of December, 1998, before me personally came and appeared BURTON O'REILLY, ^{ASST} Marshal of the Territorial Court of the Virgin Islands, known to me to be the person described in the foregoing instrument, and he acknowledged that he executed same in the capacity therein stated and for the purposes therein contained.

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

[Signature]
NOTARY PUBLIC
Notary Public No. Ex Officio

CERTIFICATE OF VALUE

This is to certify that this transaction is exempt from stamp tax under the provisions of Title 33 Virgin Islands Code Paragraph 128(1).

[Signature]


CERTIFICATE OF THE PUBLIC SURVEYOR

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

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

DATED: JAN 15 1999

FEE: 38.00

[Signature]
SAC SURVEY & DEEDS SECT.

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All of the following, being in Queen's Quarter, St. Croix, U.S. Virgin Islands, as shown on Public Works Drawing No. 4335, dated September 22, 1986, as revised April 18, 1988:

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.

All of the following, being in Queen's Quarter and Company Quarter, St. Croix, U.S. Virgin Islands, as shown on Public Works Drawing No. 4335, dated September 22, 1986, as revised April 18, 1988:

5. Parcel No. 11 of 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 39.1395 U.S. Acres.

All of the following, being in Company Quarter, St. Croix, U.S. Virgin Islands, as shown on Public Works Drawing No. 4335, dated September 22, 1986, as revised December 29, 1990:

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.



Exhibit A

295-1471

HAMIDA31282

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“EXHIBIT D”



BZSE

Attorneys at Law | Tax Lawyers

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

Par Courier

St. Maarten, December 12, 2012

Ref.: **Manal Mohamad Yousef / Collection loan**

Dear Sir, Madame,

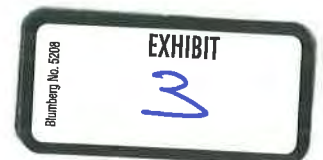
My client Manal Mohamad Yousef requested me to inform you of the following.

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,

Jelmer G. Snow



“EXHIBIT E”

REAL ESTATE POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that I, Manal Mohamad Yousef, of 25 Gold Finch 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 interest 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



Manal Mohamad Yousef to Fathi Yusuf
 Real Estate Power of attorney
 Page 2

ACKNOWLEDGMENT

Philipburg)
) ss:
 Sint Maarten)

On this 18 day of May, 2010, before me, the undersigned officer, personally appeared Manal Mohamad Yousef, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and she acknowledged to me that the same was executed for the uses and purposes therein contained.

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



Signature, Notary Public _____ at Law
 Francis Edgar Gijsbertha
 My Commission Expires: is for life

APOSTILLE

(Convention de La Haye du 5 octobre 1961)

- 1. Country: *Sint Maarten, Netherlands Antilles*
This public document
- 2. has been signed by *F.E. Gijsbertha*
- 3. acting in the capacity of *Civil-Law-Notary*
of *Sint Maarten*
- 4. bears the seal/stamp of the aforementioned
F.E. Gijsbertha

CERTIFIED

- 5. at Sint Maarten on the 20-5-10
- 7. the head of the Department of Civil Affairs
acting as Administrator of The Executive Council
of the Kingdom of Sint Maarten
- 8. No. 464
- 10. Signature: _____



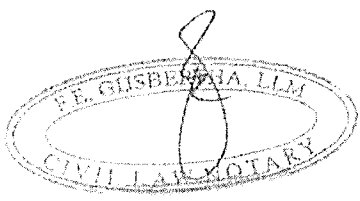
EXHIBIT A

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 Mingo, 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 48.5173 U.S. Acres.
7. Parcel No. 9 Estate Cane Garden, of approximately 11.9965 U.S. Acres.
8. Remainder Matr. 32A, Estate Grand, of approximately 41.0736, U.S. Acres.
9. Parcel No. 40, Estate Grand of approximately 14.9307 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 61.2958 U.S. Acres.
13. Parcel No. 3, Estate Diamond, of approximately 6.9968 U.S. Acres.
14. Parcel No. 2, Estate Diamond, of approximately 6.3484 U.S. Acres.
15. Road Plot No. 12, Estate Cane Garden, of approximately 0.4252 U.S. Acres.
16. Road Plot No. 41, Estate Grand, of approximately 8.4255 U.S. Acres.
17. Road Plot No. 6, Estate Diamond, of approximately 0.8510 U.S. Acres.



28nd Feb
 2010
 and Entered in Recorder's Book for the
 District of St. Croix, Virgin Islands of the U.S.A. at
 Page 304
 No. 1141041 and recorded in Real Property Record
 II. 37, 126, Page 302, 156, 304, 305 & 306

Signature of F. Gibberna
 28th Feb 2010



التجديدات
RENEWALS



توقيع صاحب الجواز
SIGNATURE OF HOLDER

	جواز سفر Passport	Type / نوع P	Country Code / رمز الدولة JOR	Passport No. / رقم جواز السفر T518558
Name / اسم MANAL MOHAMMAD YOUSEF MOHAMMAD منال محمد يوسف محمد				
Date of Birth / تاريخ الميلاد 1968			Place of Birth / مكان الميلاد AMMAN عمان	
Sex / جنس F / أنثى			Mother's Name / اسم الأم MASOUDEH مسعودة	
Date of Issue / تاريخ الإصدار 21 MAY / أيار 2008			Place of Issue / مكان الإصدار AMMAN عمان	
Date of Expiry / تاريخ الانتهاء 20 MAY / أيار 2013			Address / عنوان Holland هولندا	

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“EXHIBIT F”

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

MOHAMMAD HAMED, by his
authorized agent **WALEED HAMED**,

Plaintiff/Counterclaim Defendant,

vs.

FATHI YUSUF and **UNITED CORPORATION**,

Defendants and Counterclaimants.

vs.

**WALEED HAMED, WAHEED HAMED,
MUFEED HAMED, HISHAM HAMED, and
PLESSEN ENTERPRISES, INC.,**

Counterclaim Defendants.

Case No.: SX-2012-cv-370

**ACTION FOR DAMAGES,
INJUNCTIVE RELIEF AND
DECLARATORY RELIEF**

JURY TRIAL DEMANDED

MOHAMMAD HAMED,

Plaintiff,

vs.

FATHI YUSUF,

Defendant.

Case No.: SX-2014-CV-278

**ACTION FOR DEBT AND
CONVERSION**

JURY TRIAL DEMANDED

**HAMED'S NOTICE OF PARTNERSHIP CLAIMS
AND OBJECTIONS TO YUSUF'S POST-JANUARY 1, 2012 ACCOUNTING**

On August 31, 2016, the Special Master notified the parties by email that by September 30, 2016, they must: (1) "file any objection or disputes any item in the [Yusuf post-2012] accounting" and that (2) "any partner who has a monetary or property claim against the partnership or a partner must file such claim in writing," stating:

Now that the Partnership Accounting is more than 99% completed and have been distributed to the partners, I am giving the partners thirty (30) days, i.e., until September 30, 2016, to [1] file any objection or disputes any item in the accounting. Failure to object or dispute the accounting within said time is a waiver of the right to object or dispute any item contained therein.

Additionally, [2] any partner who has a monetary or property claim against the partnership or a partner must file such claim in writing on or before September 30, 2016. Each claim shall include the date of the activity giving rise to the claim, its factual and/or legal basis, and the relief requested. Failure to file a claim may result in a waiver of the right to make a claim.

The fact that a claim is the subject of a pending civil action does not excuse a partner from raising it in the liquidation process and the failure to raise it in the liquidating process may affect the outcome of the civil action. EDR, Master.

Although Plaintiff objects to both of these directions at this time, the following attachments are submitted to comply with the Master's Order to the extent possible:

1. An itemized statement of pre-January 1, 2012 partnership claims (**Exhibit A**):
and
2. An itemized statement of accounting disputes or objections to the November 16, 2015, post-January 1, 2012 accounting (as supplemented by the bi-monthly reports) submitted by Yusuf (**Exhibit B**) along with Hamed claims for the period as to items not listed in the accounting.

However, Plaintiff has specific objections to (1) the requirement that all 1986 to January 1, 2012 partnership claims be filed now, and (2) the requirement that all accounting disputes or objections for Yusuf's post-January 1, 2012 accounting be filed now. Both objections will be first discussed so that the record is clear on these two points.

I. Objections to the requirement that all 1986-2012 partnership claims be filed now.

This case breaks neatly into two time periods based upon Step 4 of this Court's January 7, 2015, *Winding Up Order*,¹ as follows:

- The 1986 to January 1, 2012, time period – from the founding of the partnership to January 1, 2012 (for which no accounting at all has been submitted); and,
- the period from January 1, 2012 to the present (this being the only period for which an accounting, albeit insufficient, has been submitted).

While the Master ordered the parties to note their respective objections to "the Partnership Accounting," the only accounting that has been provided covers just the period from January 1, 2012, to the present. Thus, Plaintiff objects to having to detail all "partnership claims" from 1986 to 2012, *at this time*, for the following reasons:

1. As a *sine qua non* of final distribution of remaining partnership assets in dissolution, RUPA² first requires an accounting to which contests are then made. There has been no 1986-2012 accounting done yet. Thus, there has been no analysis of the value of the partnership shares with itemized statements of contributions, distribution and claims to which Hamed can respond. It is improper to make the non-accounting partner respond first or even simultaneously;

¹Step 4: Liquidation of Partnership Assets

The Liquidating Partner shall promptly confer with the Master and Hamed to inventory all non-Plaza Extra Stores Partnership assets, and to agree to and implement a plan to liquidate such assets, which shall result in the maximum recoverable payment for the Partnership. All previous Partnership accountings are deemed preliminary. Hamed's accountant shall be allowed to view all partnership accounting information from January 2012 to present and submit his findings to the Master. The Liquidating Partner is ordered to submit an updated balance sheet to Hamed and to the Master without delay. (Emphasis added.)

² Revised Uniform Partnership Act ("RUPA") as enacted at 26 V.I.C. §§ 1 *et seq.*

2. Discovery was halted by the Order of this Court before the Plaintiff could complete discovery on the 1986-2012 claims;³
3. No notice was previously given that the 1986-2012 claims would have to be submitted at this time, prior to a partnership accounting – as Hamed was simply required to respond to the post-2012 accounting that has been submitted or that the Master would be involved in those claims;⁴
4. Disputed partnership claims and any factual issues involving statutes of limitations must be decided by a jury under the VI Supreme Court's ruling in the related case of *United Corporation v. Waheed Hamed*, 2016 WL 154893, at *7 (Jan. 12, 2016),⁵ and cannot either be decided summarily, or left to the Master rather than the Court without an agreement of the parties. Indeed, the Plaintiff has filed several outstanding motions, including the critical motion as to the statute of limitations that would obviate all pre-2007 claims;⁶ and

³ The claims from 1987 to January 1, 2012 require payment of more than \$19 million to Hamed plus interest, as detailed in Exhibit A. In addition, 26 V.I.C. § 5 provides: "If an obligation to pay interest arises under this chapter [RUPA] and the rate is not specified, the rate is that specified in Title 11, section 951, Virgin Islands Code." If Yusuf does not contest those claims, then no additional discovery is necessary.

⁴ Indeed, *Step 4* of the Court's *Winding Up Order* (cited above) explicitly limited Hamed's ability to address this 2012-present time period, stating "Hamed's accountant shall be allowed to view all partnership accounting information **from January 2012 to present** and submit his findings to the Master." (Emphasis added.)

⁵ The V.I. Supreme Court has determined that any disputed statute of limitations issue that involves a question of fact, cannot be decided summarily – and *must* be heard by a jury:

. . . the nonmoving party cannot be required to definitively prove its case at summary judgment, or to even provide the most convincing evidence supporting its case. **Its only burden is to submit sufficient evidence to create a genuine issue of material fact for a jury to resolve.** (Emphasis added.)

⁶ On April 27, 2015, this Court issued an Order allowing the Liquidating Partner to distribute \$3,999,679.73 of the partnership's funds to the Liquidating Partner's corporation – United Corporation -- as back rent. This Order was predicated solely on factual determinations by the Court regarding the applicable V.I. statute of limitations. In light of the recent decision of the V.I. Supreme Court specifically prohibiting exactly this type of factual determinations regarding statutes of limitations, that must be submitted to a jury.

Plaintiff also has substantial claims related to the non-equitable, non-accounting issues such as breach of duty and wrongful dissolution of the partnership by Fathi. The attempt by Yusuf/United to convert all of the partnership was abject, unadulterated conversion – and additional, non-accounting monetary damages were pleaded. Hamed believes that these are *a priori* fact issues, and must be decided by a trier of fact before final distribution of the remaining assets can take place. The Amended Complaint lists a number of non-accounting damages – and specifically asked, at item 7 of relief, for “[a]n award of compensatory damages against the defendants.” Fees for the litigation occasioned by the breach of the partnership agreement and for wrongful dissolution are not accounting damages and require a jury. See, e.g., *Meyer v. Christie*, No. 07-2230-CM, 2009 WL 3294001, at *1 (D. Kan. Oct. 13, 2009); same on appeal *Meyer v. Christie*, 634 F.3d 1152, 1160–61, 2011 WL 873437 (10th Cir. 2011 same on remand *State Farm Fire & Cas. Co. v. Christie*, No. 10-CV-2699, 2015 WL 751808, at *3 (D. Kan. Feb. 23, 2015); see also *Cratte v. Estabrook*, No. 1 CA-CV 09-0239, 2010 WL 2773372, at *3 (Ariz. Ct. App. July 13, 2010); and *Saint Alphonsus Diversified Care, Inc. v. MRI Associates, LLP*, 148 Idaho 479, 489, 224 P.3d 1068, 1078, 2009 WL 5252829 (2009). Paragraph 38 seeks these additional, non-accounting damages:

38. Mohammed Hamed is also entitled to compensatory damages for all financial losses inflicted by Yusuf on the Partnership and /or his partnership interest. . . .

Similarly, paragraph 41 alleges breach of duty – also a factual issue:

41. United was at the time of the formation of the Partnership, controlled by Yusuf, who, as the partner making such financial arrangements for the Partnership, committed it to do acts and hold funds and property for the Partnership either as an agent, or, alternatively under an agreement or under a trust. United, which is also an alter ego of Yusuf, now refuses to pay over said funds -- which breaches the agreement and the duties due to the Partnership and his Partner.

Indeed, the critical issue here is that prior to the final distribution of remaining partnership assets, RUPA requires that an actual, detailed accounting for the period from 1986 to January 1, 2012 either be done.

Moreover, if that accounting is impossible, the presumptions with regard to any accounting deficiencies requires disputed issues in such an accounting be

decided for the benefit of the non-accounting partner. See, *Frett v. Benjamin*, 2 V.I. 516, 524, 187 F.2d 898, 901 (3d Cir. 1951) (decided when the *Uniform Partnership Act* was in effect here, that in a U.S. Virgin Islands partnership accounting “when accounts are so muddled as to defy straightening out, the court will have to resort to the best evidence available, and the partner to blame for the situation will be penalized by having discrepancies resolved against him”) and see, e.g., *Laurence v. Flashner Medical Partnership*, 206 Ill.App.3d 777 (1990).

Hamed believes it is clear that because of the state of the partnership records, Yusuf's acts and his failures to act, no such 1986-2012 accounting is even arguably possible.⁷ In *Laurence v. Flashner*, the court stated the general rule in rejecting an “accounting” similar to the one suggested by Yusuf here:

The Uniform Partnership Act provides that a partner has a right to have an accounting as to his interest when he leaves the partnership. (Ill.Rev.Stat.1987, ch. 106½, par. 43.) **An accounting is a statement of receipts and disbursements which should show all of the detailed financial transactions of the business** including a listing of the original contributions and current assets and liabilities of the partnership. [citations omitted]. . . .

The evidence in the instant case does not reveal or suggest that **defendants' production of documents was anything more than an invitation to rummage through selected files. The record fails to establish what the boxes” of documents actually contained. Whether those boxes contained a list of all receipts and disbursements made, the original vouchers, bills, cancelled checks, and a listing of original contributions and current assets and liabilities is not known.** The record does not reveal that defendants prepared or commissioned audits or otherwise explained or documented the manner and method by which

⁷ See, *Expert Report of Lawrence Schoenbach*, attached as **Exhibit C**. This is a report done pursuant to the Court's scheduling order – as was the *Expert Report of David Jackson* filed on August 1, 2014. See also the extensive averments of the parties and detailed findings of this Court of record as to Yusuf's exclusive control of the business accounting recited in that Expert Report at footnote 7, pages 8-9.

the value or allocation of plaintiffs' unit interests in the partnership were determined. **In an action for an accounting, the defendant has the burden to prove that he has been completely frank and honest with his partner, and has made full disclosure.** (Bakalis v. Bressler (1953), 1 Ill.2d 72, 115 N.E.2d 323.) Here, defendants argued and the circuit court [incorrectly] concluded that, since many boxes of documents were made available for inspection by plaintiffs, an accounting had been given. (Emphasis added.)

Id. at 565 N.E.2d 146, 1990 WL 186700 (App. Ct. 1990)

Thus, for the foregoing reasons, the Plaintiff objects to having to file the 1986-2012 "partnership claims" now as ordered by the Master.

II. Objections to the requirement that an itemized statement of all accounting disputes or objections to the post-2012 accounting be filed now.

As for the post-January 1, 2012 Yusuf accounting, Hamed objects to the requirement that he submit a full statement of disputes and objections to that accounting *at this time* for two simple reasons:

1. The Court's winding up order of January 7, 2015, required at Step 4, that:

All previous Partnership accountings are deemed preliminary. Hamed's accountant shall be allowed to view all partnership accounting information from January 2012 to present and submit his findings to the Master.

Notwithstanding this directive, the partnership's accountant was unwilling or unable to provide access to or supply "all partnership accounting information." Basic information such as vendor invoices, cancelled checks and accounting statements were not available. In a meeting with the Master, this was discussed and Hamed was given the opportunity to *attempt* to secure such information from the banks and vendors. Only 30% of this material has been supplied, and Yusuf's counsel has actively been involved in Hamed not getting information from banks and the vendor subpoenas have not been issued for that reason. See **Exhibit D** (Affidavit of Joel H. Holt with attached subpoenas and correspondence with bank), and;

2. The accountant being paid full-time for the partnership has refused to answer just 130 very specific questions posed by Hamed's CPA's, without which no accurate response to the proposed accounting can be completed. See **Exhibit B-2, Expert Report of Jackson Vizcaino Zomerfeld, LLP.**

Indeed, the failure to answer these 130 questions is not only contrary to the spirit of what this Court ordered so that Hamed could understand the "accounting" being submitted by the Liquidating Partner, it is also **required to be provided pursuant to 26 V.I.C. § 73(c), which provides that each partner is required to provide the other (or his estate) with all information related to the partnership affairs.**

Despite this inability to "view" many of the partnership's accounting, as ordered by this Court, Hamed *has* attempted to detail his disputes and claims as well as the failures of this 2012-present accounting as best as possible in Exhibit B. This list includes the accounting claims,⁸ but also lists *inter alia* several partnership assets in United's or third-parties' possession that Yusuf, as the Liquidating Partner, made no effort to recover, as it was not in his or United's interest to do so:

- The \$2.7 million and \$.5 million taken by United and Yusuf in 2012-13 from the partnership account (as documented in this Court's prior findings.)
- The half-million dollar withdrawals by Yusuf to pay his own civil lawyers during this case.
- Land in Estate Tutu, St. Thomas, purchased with partnership funds but titled in United's name; and
- Land located at and behind the Plaza East Store purchased with partnership funds

⁸ Hamed also has claims at law for monetary damages relating to conversion, breach of duty and wrongful dissociation which are not included in this list, as they are not accounting claims.

However, the Plaintiff must note his objection to having to submit this list of disputes and objections without the full benefit of being able to get answers that would have possibly made such a complete review possible.

III. Conclusion

As noted, attached as Exhibits A and B are the itemized, detailed statements that the Master directed to be filed, which are filed subject to the objections noted herein.

Dated: September 30, 2016



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CERTIFICATE OF SERVICE

I hereby certify that on this 30th day of September, 2016, I served a copy of the foregoing by email, as agreed by the parties, on:

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

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A handwritten signature in blue ink, appearing to be 'J B C Moorhead', is written over a horizontal line.

LIST OF EXHIBITS

- Exhibit A** Hamed's 1986 to January 1, 2012 claims
- Exhibit A-1** Spreadsheet of Hamed's 1986 to January 1, 2012 Claims w/ exhibits
- Exhibit B** Hamed's January 1, 2012 to present claims
- Exhibit B-1** Spreadsheet of Hamed's January 1, 2012 to present claims
- Exhibit B-2** Expert Report of Jackson Vizcaino Zomerfeld, LLP, a licensed Certified Public Accountant firm in the U.S. Virgin Islands
- Exhibit C** Expert Report of Lawrence Schoenbach, Esq.
- Exhibit D** Declaration of Joel H. Holt, Esq.