

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

| | | |
|--|---|-----------------------|
| MOHAMMAD HAMED, <i>by his authorized</i> |) | |
| <i>agent</i> WALEED HAMED, |) | |
| |) | CIVIL NO. SX-12-CV-99 |
| Plaintiff, |) | |
| v. |) | |
| FATHI YUSUF and UNITED CORPORATION, |) | ACTION FOR DAMAGES, |
| |) | INJUNCTIVE AND |
| |) | DECLARATORY RELIEF |
| Defendants. |) | |
| |) | JURY TRIAL DEMANDED |

**PLAINTIFF’S RULE 56.1 STATEMENT OF UNDISPUTED FACTS IN SUPPORT OF
PLAINTIFF’S MOTION FOR PARTIAL SUMMARY JUDGMENT ON COUNT I**

Pursuant to LRCi 56.1, the plaintiff hereby submits the following statement of undisputed facts in support of his motion for partial summary judgment:

1. The plaintiff has filed an amended complaint, seeking relief in Count I to establish that he has a partnership with Fathi Yusuf as to the operations and assets of the three Plaza Extra supermarkets known as Plaza Extra East (Sion Farm, St. Croix), Plaza Extra West (Plessen/Grove, St. Croix) and Plaza Extra St. Thomas (Tutu Park, St. Thomas.) (DE 15)
2. In the memorandum in support of their Rule 12 motion, the defendants make the following admissions (DE 29 at p. 3):

In 1986, due to financial constraints, Defendant Yusuf and Plaintiff Hamed **entered into an oral joint venture agreement. The agreement called for Plaintiff Hamed to receive fifty percent (50%) of the net profits of the operations of the Plaza Extra supermarkets....Plaintiff Hamed received 50% of the net profits thereafter.** (Emphasis added.)

3. In 2000, the defendant Fathi Yusuf, was deposed and made the following statements under oath (**Exhibit 1** at pp. 14:5-15:14) (emphasis added):

When I was in the financial difficulty, when I was in financial difficulty, my brother-in-law, he knew. I shouldn't – he started to bring me money. Okay? He own a grocery, Mohammed Hamed, while I was building, and he have some cash. He knew I'm tight. He started bring me money. Bring me I think 5,000, 10,000. I took it. After that I say, Look we Family, we want to stay family. I can't take no money from you because I don't see how I could pay you back. So he insisted, Take the money. If you can afford to, maybe pay me. And if you can't, forget about it. Okay. He kept giving me. I tell him, Under this condition I will take it. I will take it. He kept giving me until \$200,000. **Every dollar he make profit, he give it to me. He win the lottery twice, he gave it to me. All right? That time the man have a little grocery, they call Estate Carlton Grocery. Very small, less than 1,000 square foot, but he was a very hard worker with his children.** And it was, you know, just like a convenience mom-and-pop stores. He was covering expenses and saving money.

. . . .
I say, Brother-in-law, **you want to be a partner too? He said, Why not?** You know, as a family, we sit down. Says, How much more can you raise. Say, I could raise 200,000 more. **I said, Okay. Sell your grocery. I'll take the two hundred, four hundred. You will become 25 percent partner. So we end up I'm 25 percent, my two nephew 25 each, and my brother-in-law, Mohammad Hamed, 25 percent. I don't recall the year, could be '83 or '84,** but at least thanks God in the year that Sunshine Supermarket opened, because his supermarket is the one who carries these two young men and my brother to go into supermarket with me. So I have their money, I finish the building.

4. Yusuf then continued testifying in this deposition by explaining how the other two partners decided to leave, resulting in plaintiff becoming his 50/50 partner in the supermarket, fully exposed to loss. (**Exhibit 1** at pp. 17-19:6-10) (emphasis added):

Then, but when I been denied [for loans], I have to tell my partner what's going on. I been entrusted to handle the job perfect, and I am obligated to report to my partner to anything that happened. I told my nephews and I told my partner, Hey, I can't get a loan, but I'm not giving up. So two, three days later **my two nephews split, say, We don't want to be with you no more, and we want our money.** I say I don't have no money to pay you. . . .

We come to an agreement, I pay them 12 percent on their money, and 150,000 default because I don't fulfill my commitment. I accepted that.

We wait until my partner, which is my brother, came. He's an older man. And we came up to Mr. Mohammed Hamed, I say, You want to follow them? He say, Yeah, I will follow them, but do you have any money to give? **I say, Look, Mr. Hamed, you know I don't have no money.** It's in the building, and I put down payment in the refrigeration. But if you want to follow them, if you don't feel I'm doing the best I can, if you want to follow them, you're free to follow them. I'll pay you the same penalty, 75,000. I will give you 12 percent on your 400,000. (Emphasis added):

He says, Hey. If you don't have no money, it's no use for me to split. **I'm going to stay with you.**

All right. I say, Okay. You want to stay with me, fine. I am with you, I am willing to mortgage whatever the corporation own. Corporation owned by me and my wife at that time. **And my partner only put in \$400,000. That's all he put in, and he will own the supermarket.** I have no problem. I told my partner, Look, I'll take you under one condition. We will work on this, and I'm obligated to be your partner as long as you want me to be your partner until we lose \$800,000. If I lose 400,000 to match your 400,000, I have all the right to tell you, Hey, we split, and I don't owe you nothing.

They say, Mr. Yusuf, we knows each other. I trust you. I keep going. Okay. Now, I told him about the two partner left, **Mr. Hamed. You know, these two guys, they left, my two nephew, they was your partner and my partner. I give you a choice. If you pay penalty with me and pay the interest with me, whatever they left is for me and you.** But if I must pay them the one-fifty penalty and pay them 12 percent, **then Plaza Extra Supermarket will stay three-quarter for Yusuf and only one-quarter for you.**

He says, Do whatever you think is right. **I tell him, You want my advice? I be honest with you. You better off take 50 percent. So he took the 50 percent.**

5. Yusuf concluded this portion of his testimony stating (**Exhibit 1** at p. 20:10-12) (emphasis added):

Every single Arab in the Virgin Islands knew that Mr. Mohammed Hamed is my partner, way before Plaza Extra was opened.

6. Yusuf explained later in his 2000 deposition why neither he nor the plaintiff ever reduced this partnership agreement to writing, testifying under oath (**Exhibit 1** at 23:18-24:1, 4-5) (emphasis added):

But I want you please to be aware that my partner's with me since 1984, and up to now his name is not in my corporation. And that -- excuse me and that prove my honesty. Because if I was not honest, my brother-in-law will not let me control his 50 percent. And I know very well, my wife knows, my children knows, that whatever Plaza Extra owns in assets, in receivable or payable, we have a 50 percent partner.

But due to my honesty . . . my partner, he never have it in writing from me.

7. When Yusuf was deposed in 2000, his own attorney made sure it was clear in his questioning of Yusuf that the plaintiff, Mohammed Hamed, had a 50% interest in the Plaza Supermarket stores even though they were often referred to as United Corporation Plaza Supermarket (See **Exhibit 1** at p. 69:13-21) (emphasis added):

Q. Okay. Okay. You were asked by Attorney Adams, when it says United Corporation in this [other, unrelated] Joint Venture Agreement, **in talking about Plaza Extra, talking about the supermarket** on St. Thomas, who owned or who was partners in United Corporation **Plaza Extra** at the time before you entered into that Joint Venture Agreement?

A. **It's always, since 1984, Mohammed Hamed.**

Q. Okay. So when it says United Corporation –

A. **It's really meant me and Mr. Mohammed Hamed.** (Emphasis added).

8. The defendants have also sent rent notices to the plaintiff regarding the Plaza Extra Store located in United's shopping center at Sion Farm, St. Croix. See **Exhibit 2.**

Plaintiff's Rule 56.1 Statement of Undisputed Facts Re Plaintiff's Rule 56 Motion
Page 5

9. In United's opposition to the TRO, it confirmed this landlord-tenant relationship in the affidavit of United's president, Maher Yusuf, stating under oath (DE 11-2 at ¶ 17) (emphasis added):

17. Most importantly, United has always charged rent for the use of part of its retail premises **by the Plaza Extra Supermarket operation** on Sion Farm, St. Croix. **Mohammed Hamed** has always understood that United would charge for the use of its retail space, **and would deduct the value of such rent in arriving at the net profits of the Plaza Extra Supermarkets.**

Dated: November 12, 2012

/s/Joel H. Holt, Esq.

Joel H. Holt, Esq.
Counsel for Plaintiff
Law Offices of Joel H. Holt
2132 Company Street,
Christiansted, VI 00820

Dated: November 12, 2012

/s/Carl J. Hartmann, III, Esq.

Carl J. Hartmann III, Esq.
Co-Counsel for Plaintiff
5000 Estate Coakley Bay,
Unit L-6
Christiansted, VI 00820

CERTIFICATE OF SERVICE

I hereby certify that on this 12th day of November, 2012, I filed the foregoing with the Clerk of the Court, and delivered by ECF to the following:

Joseph A. DiRuzzo, III
Fuerst Ittleman David & Joseph, PL
1001 Brickell Bay Drive, 32nd. Fl. 2006
Miami, FL 33131

Nizar A. DeWood
The Dewood Law Firm
Eastern Suburb, Suite 101
Christiansted, VI 00820

/s/Joel H. Holt, Esq.

Exhibit 1

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

| | | |
|----------------------------|---|-------------------|
| AHMAD IDHEILEH, |) | |
| |) | |
| Plaintiff, |) | |
| |) | |
| vs. |) | Case No. 156/1997 |
| |) | |
| UNITED CORPORATION and |) | |
| FATHI YUSUF, Individually, |) | |
| |) | |
| Defendants. |) | |

THE ORAL DEPOSITION OF FATHI YUSUF
 was taken on the 2nd day of February 2000, at the Offices of
 Caribbean Scribes, 2132 Company St., Ste. 3, Christiansted,
 St. Croix, U.S. Virgin Islands, between the hours of
 1:05 p.m. and 4:05 p.m. pursuant to Notice and Federal Rules
 of Civil Procedure.

Reported by:

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

Cheryl L. Haase
(340) 773-8161

COPY
 EXHIBIT
 1
 Bunting No. 5008

FATHI YUSUF -- DIRECT

1 A. I personally own 50 percent of Plaza Extra in
2 1986. I own United Shopping Plaza. I'm a member of
3 United Corporation, who owns United Shopping Plaza. I build
4 that store, I was struggling for a loan. The whole island
5 know what I went through. I said I'm going to build this
6 building no matter what, and hold the supermarket for my
7 personal use.

8 It took me three years. I give an offer to
9 two nephew of mine and my brother-in-law, Mr. Hamed, if they
10 would like to join me in building up this store together, and
11 we should not have any problem, if I finish build up the
12 building, we should have no problem whatsoever to go to the
13 bank and the bank will grant us the loan to operate the
14 supermarket. Okay?

15 During construction -- I'm going to go a
16 little bit back to tell you what is my background. During
17 construction, I was struggling for loan. And at that time
18 Banco Popular, I remember, came into the Virgin Islands and
19 took over the majority of interest of First National
20 Citibank. They buy all their customers, and they was very
21 hungry to do business in the island because they have
22 expenses to face and they like to issue loan as fast as
23 possible to cover their expenses.

24 Excuse me. Can I have water please if you
25 don't mind?

FATHI YUSUF -- DIRECT

1 So I left Nova Scotia, struggling, left them
2 not to get a loan, but did not close my account. I struggle
3 all over looking to get a loan. I went to all local banks at
4 that time, and everybody says, I'm sorry, we can't help you.
5 So I find it is a golden opportunity for me to go to Banco
6 Popular.

7 So I went to the manager there, I explained to
8 him my story what Scotia did to me and so he say, I will come
9 to the site.

10 When he come to the site where I'm building,
11 he says, How you going to put this building together?
12 Where's your plan? I show it to him. It's almost zero, the
13 specification. Just numbers for me, columns, but the column
14 doesn't say what thick, what wide. It just give me the
15 height.

16 So the bank, he says, Mr. Yusuf, I'm sorry.
17 We don't do business that way. We have to have somebody
18 professional plan with full specification. I could see your
19 plan approved, I could see the steel here, but it's -- you
20 don't have the proper material or record to take to my board
21 of director to approve a loan in the millions.

22 So I understood. My answer to that gentleman
23 was, unfortunate because of my financial situation, I have to
24 choose this route. But I promise you, as a man, I will put
25 that building together. The man told me at that time, I

1 he gave me about 275,000, and to be 25 percent each,
2 25 percent for my sister son, 25 percent for my brother son,
3 25 percent for me.

4 But before I continue, I'm going to -- I would
5 like to go back a little bit more to clear something. When I
6 was in the financial difficulty, when I was in financial
7 difficulty, my brother-in-law, he knew. I shouldn't -- he
8 start to bring me money. Okay? He own a grocery, Mohammed
9 Hamed, while I was building, and he have some cash. He knew
10 I'm tight.

11 He start to bring me money. Bring me I think
12 5,000, 10,000. I took it. After that I say, Look, we
13 family, we want to stay family. I can't take no money from
14 you because I don't see how I could pay you back. So he
15 insisted, Take the money. If you can afford to, maybe pay
16 me. And if you can't, forget about it. Okay. He kept
17 giving me. I tell him, Under this condition I will take it.
18 I will take it.

19 He kept giving me until \$200,000. Every
20 dollar he make profit, he give it to me. He win the lottery
21 twice, he gave it to me. All right? That time the man have
22 a little grocery, they call Estate Carlton Grocery. Very
23 small, less than 1,000 square foot, but he was a very hard
24 worker with his children. And it was, you know, just like a
25 convenience mom-and-pop stores. He was covering expenses and

FATHI YUSUF -- DIRECT

1 saving money.

2 I say, Brother-in-law, you want to be a
3 partner too? He said, Why not? You know, as a family, we
4 sit down. Says, How much more can you raise? Say, I could
5 raise 200,000 more. I said, Okay. Sell your grocery. I'll
6 take the two hundred, four hundred. You will become
7 25 percent partner.

8 So we end up I'm 25 percent, my two nephew 25
9 each, and my brother-in-law, Mohammed Hamed, 25 percent. I
10 don't recall the year, could be '83 or '84, but at least
11 thanks God in the year that Sunshine Supermarket opened,
12 because his supermarket is the one who carries these two
13 young men and my brother to go into the supermarket with me.
14 So I have their money, I finish the building.

15 We call the refrigeration manufacturer, not to
16 waste time. We book an order for our refrigeration, and we
17 committed to it. And from their money I have paid \$100,000
18 deposit on the equipment. I was so sure the gentleman at
19 Banco Popular, he promised me, you know. Everything were
20 look to go me encouraging. And especially at that time I'm
21 sure anybody in St. Croix in the past twenty, thirty years,
22 he knew that that building will never go up. Only maybe six
23 people in St. Croix at that time says I might be able to put
24 it up. But 99.9 of St. Croix resident, they were looking at
25 me as a fool.

1 man and he look at me, he underestimate. It came to an
2 extent, I tell him, Look, sir. I respect your profession.
3 You're the bank manager. I respect that. And I want you to
4 respect my profession. I'm a retailer. Everybody have a way
5 of making a living. Oh, I been denied.

6 Then, but when I been denied, I have to tell
7 my partner what's going on. I been entrusted to handle the
8 job perfect, and I am obligated to report to my partner to
9 anything that happened. I told my nephews and I told my
10 partner, Hey, I can't get a loan, but I'm not giving up.

11 So two, three days later my two nephews split,
12 say, We don't want to be with you no more, and we want our
13 money. I say I don't have no money to pay you. The money's
14 there, but if you want to leave because I default, you free
15 to leave.

16 How we going to get paid?

17 I says, Shopping center is 50 percent owned by
18 you uncle and 50 percent by me. I have to feed my children
19 first, and whatever left over, I'll be more than happy to
20 give it to you. Okay. What do you want us -- what do you
21 want to pay us for rent of our money?

22 We come to an agreement, I pay them 12 percent
23 on their money, and 150,000 default because I don't fulfill
24 my commitment. I accepted that. We wait until my partner,
25 which is my brother, came. He's an older man. And we came

1 up to Mr. Mohammed Hamed, I say, You want to follow them? He
2 say, Yeah, I will follow them, but do you have any money to
3 give? I say, Look, Mr. Hamed, you know I don't have no
4 money. It's in the building, and I put down payment in the
5 refrigeration. But if you want to follow them, if you don't
6 feel I'm doing the best I can, if you want to follow them,
7 you're free to follow them. I'll pay you the same penalty,
8 75,000. I will give you 12 percent on your 400,000.

9 He says, Hey. If you don't have no money,
10 it's no use for me to split. I'm going to stay with you.
11 All right. I say, Okay. You want to stay with me, fine. I
12 am with you, I am willing to mortgage whatever the
13 corporation own. Corporation owned by me and my wife at that
14 time.

15 Q. Uh-huh.

16 A. And my partner only put in \$400,000. That's all
17 he put in, and he will own the supermarket. I have no
18 problem. I told my partner, Look, I'll take you under one
19 condition. We will work on this, and I'm obligated to be
20 your partner as long as you want me to be your partner until
21 we lose \$800,000. If I lose 400,000 to match your 400,000, I
22 have all the right to tell you, Hey, we split, and I don't
23 owe you nothing.

24 They say, Mr. Yusuf, we knows each other. I
25 trust you. I keep going. Okay. Now, I told him about the

1 two partner left, Mr. Hamed. You know, these two guys, they
2 left, my two nephew, they was your partner and my partner. I
3 give you a choice. If you pay penalty with me and pay the
4 interest with me, whatever they left is for me and you. But
5 if I must pay them the one-fifty penalty and pay them
6 12 percent, then Plaza Extra Supermarket will stay
7 three-quarter for Yusuf and only one-quarter for you.

8 He says, Do whatever you think is right. I
9 tell him, You want my advice? I be honest with you. You
10 better off take 50 percent. So he took the 50 percent.

11 Q. Not to cut you short, Mr. Yusuf, but we have to
12 play with time, and I appreciate the history as far as
13 Plaza Extra St. Croix and United Corporation, but I want to
14 focus primarily right now on your relationship with
15 Mr. Idheileh.

16 There came a time that the two of you entered
17 into talks about Plaza Extra on St. Thomas?

18 A. May I interrupt you, sir? I cannot build a roof
19 before a foundation. The problem is you ask me who I am,
20 where I come from. I am explaining myself. I want to show
21 to you and the court that Mohammed Hamed is way before
22 Plaza Extra was opened with me, he was my partner. And
23 Mr. Idheileh, he himself knows, because the money he lend me
24 when I open up Plaza Extra, he was getting paid from Wally.

25 I'm a person, if I run a business, I want to

1 stay clean. You know what I mean, clean? I'm the final
2 decision man. I don't give that to anybody. Excuse me. But
3 when it come to money, I don't touch.

4 When I open up Plaza Extra Supermarket, who
5 was in charge of the money at that time is Wally Hamed. When
6 this gentleman, Mr. Idheileh, lend me his money as a friend,
7 I have never signed for him. Who paid him? I never pay him
8 back. My partner's son is the one who pay him back. And he
9 knew, because he come to my office once or twice a week. And
10 he's not the only one knew. Every single Arab in the Virgin
11 Islands knew that Mr. Mohammed Hamed is my partner, way
12 before Plaza Extra was opened.

13 Now, should I ask him or continue?

14 MS. VAZZANA: He's ready to give you a next
15 question.

16 Q. (Mr. Adams) My question to you, sir, is there
17 came a point in time that you and Idheileh started to, or
18 started to have some discussions about Plaza Extra on
19 St. Thomas, is that correct?

20 A. Repeat the question please.

21 Q. There came a point in time that you and
22 plaintiff, Mr. Idheileh, entered into negotiation about a
23 partnership, entering into a partnership with Plaza Extra on
24 St. Thomas, is that correct?

25 A. I can answer that if I could explain it.

1 MR. ADAMS: Let the record indicate I'm
2 showing Mr. Yusuf a copy of the Joint Venture Agreement.

3 A. I sees Mr. Idheileh and myself and Notary Public,
4 and I believe it's a witness underneath. I don't know.

5 Q. (Mr. Adams) Now --

6 A. Notary Public someplace else, and the same
7 witness, and my signature repeated again on a different page.
8 My son. Yeah, my son is the president of United Corporation.

9 Q. Now, sir, the Joint Venture Agreement is between
10 whom?

11 A. Between -- if you have to look at it this way, --

12 Q. No, no, I'm looking --

13 A. -- between me, my partner and him.

14 Q. No, Mr. Yusuf. Let us look at the Joint Venture
15 Agreement that was signed.

16 A. Yeah, I seen it. United Corporation.

17 Q. Thank you.

18 A. But I want you please to be aware that my
19 partner's with me since 1984, and up to now his name is not
20 in my corporation. And that -- excuse me -- and that prove
21 my honesty. Because if I was not honest, my brother-in-law
22 will not let me control his 50 percent. And I know very
23 well, my wife knows, my children knows, that whatever
24 Plaza Extra owns in assets, in receivable or payable, we have
25 a 50 percent partner.

1 But due to my honesty --

2 Q. Now --

3 A. Excuse me. I want to clear who I am.

4 -- my partner, he have never have it in
5 writing from me.

6 Q. Mr. Yusuf --

7 MS. VAZZANA: Okay. The question was the
8 question was simple: Who it says the Joint Venture Agreement
9 is between.

10 THE WITNESS: Actually, between
11 United Corporation and Mr. Ahmad Idheileh.

12 Q. (Mr. Adams) Is there anywhere in that Joint
13 Venture Agreement does the name Mr. Mohammed Hamed --

14 MS. VAZZANA: Hamed.

15 Q. -- appear anywhere in that joint venture?

16 A. No.

17 Q. Is United Corporation the owner of Plaza Extra
18 St. Croix?

19 A. Yes.

20 Q. Is Mr. Hamed an officer of United Corporation?

21 A. Who?

22 Q. Mohammed Hamed.

23 A. No, he's not an officer.

24 Q. He's not an officer of United Corporation?

25 A. No.

Cheryl L. Haase

1 convince my partner's son, Look, we got \$6 million in this
2 store. This man, we come to an agreement --

3 Q. We're talking about Sea-Mart.

4 A. Okay.

5 Q. So in Sea-Mart, when you negotiated that
6 transaction that Mr. Idheileh would be able to be out of
7 Sea-Mart, --

8 A. Yes.

9 Q. -- was that based upon the books or just on a
10 hand shake?

11 A. There was no book whatsoever. Based on their
12 conversation.

13 Q. Okay. Okay. You were asked by Attorney Adams,
14 when it says United Corporation in this Joint Venture
15 Agreement, in talking about Plaza Extra, talking about the
16 supermarket on St. Thomas, who owned or who was partners in
17 United Corporation Plaza Extra at the time before you entered
18 into that Joint Venture Agreement?

19 A. It's always, since 1984, Mohammed Hamed.

20 Q. Okay. So when it says United Corporation --

21 A. It's really meant me and Mr. Mohammed Hamed.

22 Q. Okay.

23 A. Mr. Idheileh is well aware of that.

24 Q. Okay. Well, we're talking now Plaza Extra
25 St. Thomas. Who was responsible for hiring employees?

Exhibit 2

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

MOHAMMAD HAMED, *by his authorized*)
agent WALEED HAMED,)
)
Plaintiff,)
v.)
FATHI YUSUF and UNITED CORPORATION,)
)
Defendants.)

CIVIL NO. SX-12-CV-99

ACTION FOR DAMAGES,
INJUNCTIVE AND
DECLARATORY RELIEF

JURY TRIAL DEMANDED


DECLARATION OF WALEED HAMED

I, Waleed Hamed, declare, pursuant to 28 U.S.C. Section 1746, as follows:

1. I am an adult resident of St. Croix and am personally knowledgeable about the facts set forth herein.
2. Attached hereto are true and correct copies of rent notices and eviction letters sent by Fathi Yusuf on behalf of United Corporation to the Plaza Extra supermarket at Sion Farm, St.Croix, directed to my father, Mohammad Hamed, and received by me as his authorized agent.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: November 12, 2012



Waleed Hamed



UNITED CORPORATION
4C & 4D Sion Farm
St Croix, USVI 00821
Phone (340) 778-6240

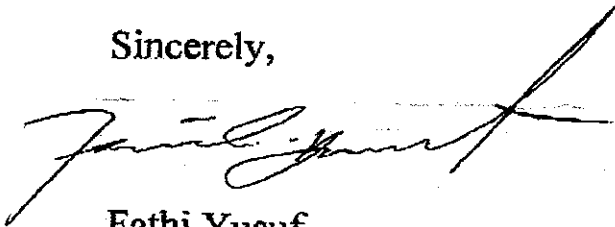
January 12, 2012

Mr. Mohamed Hamed,

During the month of September 2009, I had a discussion with your son Wally, and within two days I repeat the same request while you were present that United Corporation would like to have its location back. Unfortunately, up to now, I have not seen that you give up the keys.

Therefore as of January 1, 2012 the rent will be \$200,000.00 per month, only for the coming three months. If you do not give up the keys before the three months, it will be \$250,000.00 per month until further notice.

Sincerely,



Fathi Yusuf

01/13/2012 02:07

3487

PLAZA EXTRA ST

PAGE 01/01

UNITED CORPORATION
4C & 4D Sion Farm
St Croix, USVI 00821
Phone (340) 778-6240

January 13, 2012

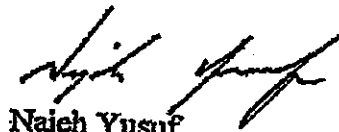
Mr. Mohamed Hamed,

Based on my father's phone call this morning, yesterday's letter (Jan 12, 2012) should read as follows; "During the month of September 2010 (not 2009)... I had a discussion with your son Wally, and within two days I repeat the same request while you were present that United Corporation would like to have its location back. Unfortunately, up to now, I have not seen that you give up the keys".

"Therefore as of January 1, 2012 the rent will be \$200,000.00 per month, only for the coming three months. If you do not give up the keys before the three months, it will be \$250,000.00 per month until further notice".

I am sorry for the error, he was hurrying to catch a plane.

Sincerely,



Najeh Yusuf
for Fathi Yusuf

CC: Wally Hamed

United Corporation
4-C & 4-D Estate Sion Farm
P.O. Box 763
Christiansted, VI 00820

Date: January 19, 2012

****VIA CERTIFIED MAIL – RETURN RECEIPT REQUESTED****

Mohammad Abdul Qader Hamed
Plaza Extra Supermarket
4-C & 4-D Estate Sion Farm
Christiansted, V.I. 00820

Re: - **NOTICE & CONFIRMATION OF INCREASED RENT FOR PLAZA EXTRA – SION FARM – FOR THE PERIOD OF JANUARY 1, 2012 THROUGH JUNE 30, 2012.**

- **NOTICE OF LEASE TERMINATION FOR PLAZA EXTRA – SION FARM AS OF JUNE 30TH, 2012.**

Dear Mr. Hamed,

This notice is to confirm the increased rent for the above referenced premises. As you will know, I have given both you and your son Waleed Hamed oral notice in September 2010 to vacate the premises. At that time, I have advised you that the rent will increase to Two Hundred Thousand Dollars (\$200,000.00) per month for each of the first three months of January, February, and March, 2012. Thereafter, the rent shall increase to Two Hundred & Fifty Thousand Dollars (\$250,000.00) each month commencing April 1, 2012 through June 30th, 2012. The last date for this lease is June 30th, 2012. There will be no additional extensions of tenancy to Plaza Extra – Sion Farm.

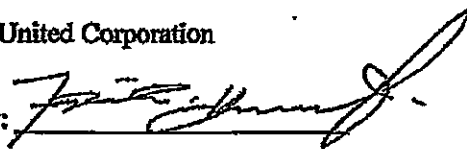
An orderly inspection will be done to evaluate the condition of the premises. Kindly, advise as to when you are available to conduct an inspection, and to inventory all fixtures and improvements that will remain on the premises. Should you have any concerns regarding this notice, or any other matters concerning this lease, please ensure that same be made in writing.

and delivered by way of certified mail, return receipt requested to the address above. Thank you for your prompt attention in this matter.

Sincerely,

United Corporation

By:



Fathi Yusuf, CEO

04/05/2012 04:03

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PLAZA EXTRA STT

PAGE 01/03

UNITED CORPORATION
4C & 4D Sion Farm
St Croix, USVI 00821
Phone (340) 778-6240

April 4, 2012

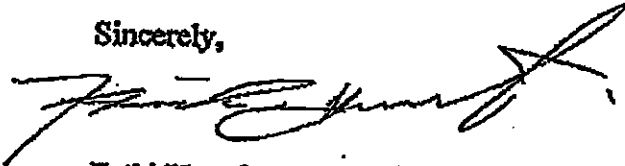
Mohammed Abdul Qader Hamed
Plaza Extra Supermarket
4-C & 4-D Estate Sion Farm
Christiansted, VI 00820

Re: Notice of Increased Rent commencing April 1, 2012

Mr. Mohamed Hamed,

Please note that according to my letter dated January 19, 2012 the rent of Plaza Extra East starting April 1, 2012 has now increased to \$250,000.00 per month. Please forward me the rent due from January 1, 2012 through April 1, 2012 for a total of \$850,000.00 immediately. If I do not receive this amount by the end of April 2012, I will add interest at a rate of 12% starting May 1, 2012. This will be my last notice to you of back rent due.

Sincerely,



Fathi Yusuf

CC: Wally Hamed

UNITED CORPORATION
4C & 4D Sion Farm
St Croix, USVI 00821
Phone (340) 778-6240

May 4, 2012

Mohammad Abdul Qader Hamed
Plaza Extra Supermarket
4-C & 4-D Estate Sion Farm
Christiansted, VI 00821

Statement of Rent due for Plaza Extra – East as of May 1, 2012

| | | |
|---|-------------------------------|-----------------------|
| Rent due for Plaza Extra – East, January 1, 2012 through April 1, 2012 | Balance Due | \$850,000.00 |
| ADD: 1% interest on outstanding Balance | | <u>\$ 8,500.00</u> |
| | Amount Due | \$858,500.00 |
| May 2012 Rent currently due: | | <u>\$250,000.00</u> |
| | Total Balance due May 1, 2012 | <u>\$1,108,500.00</u> |

Please forward a check immediately.

Sincerely,



Najeh Yusuf for Fathi Yusuf

CC: Wally Hamed

UNITED CORPORATION
4C & 4D Sion Farm
St. Croix, USVI 00821
Phone (340) 778-6240

June 1, 2012

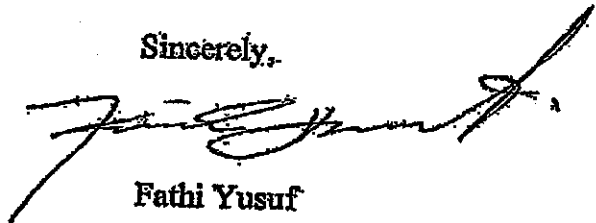
Mohammad Abdul Qader Hamed
Plaza Extra Supermarket
4-C & 4-D Estate Sion Farm
Christiansted, VI 00821

Statement of Rent due for Plaza Extra - East as of June 1, 2012

| | | |
|---|--------------------------------|-----------------------|
| Rent due for Plaza Extra - East, January 1, 2012 through May 1, 2012 | Balance Due | \$1,108,500.00 |
| ADD: 1% interest on outstanding Balance | | <u>\$ 11,085.00</u> |
| | Amount Due | \$1,119,585.00 |
| June 2012 Rent currently due: | | <u>\$250,000.00</u> |
| | Total Balance due June 1, 2012 | <u>\$1,369,585.00</u> |

Please forward a check immediately.

Sincerely,



Fathi Yusuf

CC: Wally Hamed

UNITED CORPORATION
4C & 4D Sion Farm
St Croix, USVI 00821
Phone (340) 778-6240

July 1, 2012

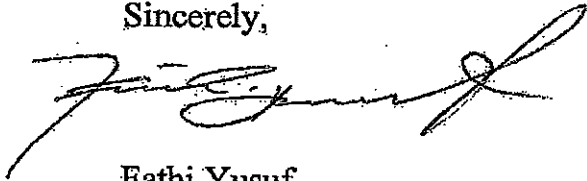
Mohammad Abdul Qader Hamed
Plaza Extra Supermarket
4-C & 4-D Estate Sion Farm
Christiansted, VI 00821

Statement of Rent due for Plaza Extra – East as of July 1, 2012

| | | |
|--|--------------------------------|------------------------------|
| Rent due for Plaza Extra – East, January 1, 2012 through June 1, 2012 | Balance Due | \$1,369,585.00 |
| ADD: 1% interest on outstanding Balance | | <u>\$ 13,695.85</u> |
| | Amount Due | \$1,383,280.85 |
| July 2012 Rent currently due: | | <u>\$250,000.00</u> |
| | Total Balance due July 1, 2012 | <u>\$1,633,280.85</u> |

Please forward a check immediately.

Sincerely,



Fathi Yusuf

CC: Wally Hamed

UNITED CORPORATION
4C & 4D Sion Farm
St Croix, USVI 00821
Phone (340) 778-6240

August 1, 2012

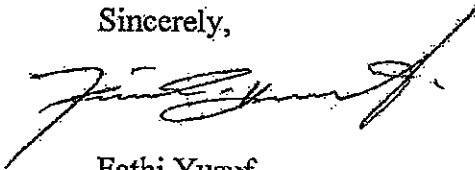
Mohammad Abdul Qader Hamed
Plaza Extra Supermarket
4-C & 4-D Estate Sion Farm
Christiansted, VI 00821

Statement of Rent due for Plaza Extra – East as of August 1, 2012

| | | |
|---|-------------|------------------------------|
| Rent due for Plaza Extra – East, January 1, 2012 through July 31, 2012 | Balance Due | \$1,633,280.85 |
| ADD: 1% interest on outstanding Balance | | <u>\$ 16,332.81</u> |
| | Amount Due | \$1,649,613.66 |
| August 2012 Rent currently due: | | <u>\$250,000.00</u> |
| Total Balance due August 1, 2012 | | <u>\$1,899,613.66</u> |

Please forward a check immediately.

Sincerely,



Fathi Yusuf

CC: Wally Hamed

UNITED CORPORATION
4C & 4D Sion Farm
St Croix, USVI 00821
Phone (340) 778-6240

September 1, 2012

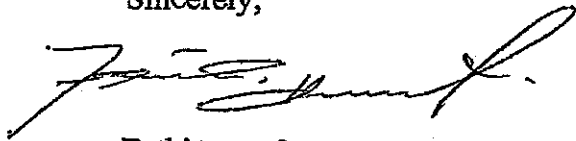
Mohammad Abdul Qader Hamed
Plaza Extra Supermarket
4-C & 4-D Estate Sion Farm
Christiansted, VI 00821

Statement of Rent due for Plaza Extra – East as of September 1, 2012

| | | |
|---|-------------|------------------------------|
| Rent due for Plaza Extra – East, January 1, 2012 through Aug. 31, 2012 | Balance Due | \$1,899,613.66 |
| ADD: 1% interest on outstanding Balance | | \$ 18,996.14 |
| | Amount Due | <u>\$1,918,609.80</u> |
| September 2012 Rent currently due: | | <u>\$250,000.00</u> |
| Total Balance due September 1, 2012 | | <u>\$2,168,609.80</u> |

Please forward a check immediately.

Sincerely,



Fathi Yusuf

UNITED CORPORATION
4C & 4D Sion Farm
St Croix, USVI 00821
Phone (340) 778-6240

October 1, 2012

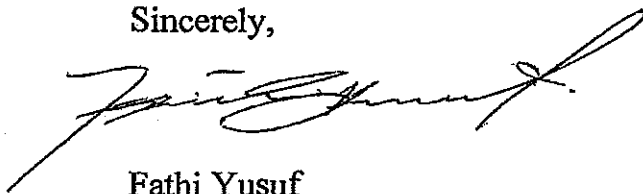
Mohammad Abdul Qader Hamed
Plaza Extra Supermarket
4-C & 4-D Estate Sion Farm
Christiansted, VI 00821

Statement of Rent due for Plaza Extra – East as of October 1, 2012

| | | |
|--|-----------------------------------|-----------------------|
| Rent due for Plaza Extra – East, January 1, 2012 through Sept. 30, 2012 | Balance Due | \$2,168,609.80 |
| ADD: 1% interest on outstanding Balance | | <u>\$ 21,686.10</u> |
| | Amount Due | \$2,190,295.90 |
| October 2012 Rent currently due: | | <u>\$250,000.00</u> |
| | Total Balance due October 1, 2012 | <u>\$2,440,295.90</u> |

Please forward a check immediately.

Sincerely,



Fathi Yusuf

UNITED CORPORATION
4C & 4D Sion Farm
St Croix, USVI 00821
Phone (340) 778-6240

November 1, 2012

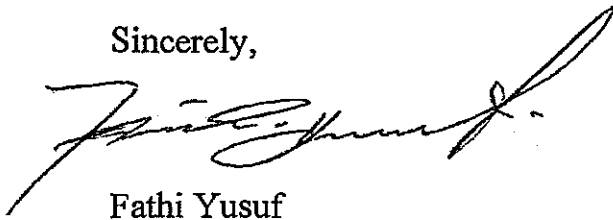
Mohammad Abdul Qader Hamed
Plaza Extra Supermarket
4-C & 4-D Estate Sion Farm
Christiansted, VI 00821

Statement of Rent due for Plaza Extra – East as of November 1, 2012

| | | |
|---|------------------------------------|-----------------------|
| Rent due for Plaza Extra – East, January 1, 2012 through Oct. 31, 2012 | Balance Due | \$2,440,295.90 |
| ADD: 1% interest on outstanding Balance | | <u>\$ 24,402.96</u> |
| | Amount Due | \$2,464,698.86 |
| November 2012 Rent currently due: | | <u>\$250,000.00</u> |
| | Total Balance due November 1, 2012 | <u>\$2,714,698.86</u> |

Please forward a check immediately.

Sincerely,



Fathi Yusuf