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May 18, 2017

VIA EMAIL and FIRST CLASS U.S. MAIL

James L. Hymes, III, Esquire
Law Offices of James L. Hymes, III, P.C.
P.O. Box 990
St. Thomas, VI 00804-0990
Email: jim@hymeslawvi.com

RE: Notice Pursuant to V.I.R.Civ.P. 11

Dear Attorney Hymes:

This notice and the attachments sent together herewith are being sent to you pursuant to V.I.R. Civ.P. 11 because of the document you filed in Sixteen Plus Corporation v. Manal Mohammad Yousef, Virgin Islands Superior Court Case No. SX-16-CV-0065, entitled “*Yousef’s Motion to Dismiss for Lack of Personal Jurisdiction, Insufficient Process, and Insufficient Service of Process or, in the Alternative, Motion to Quash Service and Motion to Stay.*”

PLEASE TAKE NOTICE that my client will file the attached motion for Rule 11 Sanctions, as well as the accompanying memorandum, unless you take the appropriate steps to comply with the “safe harbor” provisions of V.I.R.Civ.P. 11(c)(2) within 21 days from today.

PLEASE TAKE FURTHER NOTICE that the factual and legal bases for this notice are set forth in the attached draft pleadings, which are incorporated herein by reference. If you have any questions or concerns regarding this notice, please do not hesitate to call me at 340.514.2690.

Sincerely,

Mark W. Eckard, Esquire
Counsel to Sixteen Plus Corporation

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

SIXTEEN PLUS CORPORATION,)	
	)	Case No. SX-16-CV-0065
Plaintiff/Counter-Defendant,)	
	)	Action for Declaratory Judgment
v.)	
	)	JURY TRIAL DEMANDED
MANAL MOHAMMAD YOUSEF,)	
)	
_____)	
Defendant/Counter-Claimant.))	

**PLAINTIFF’S MOTION FOR RULE 11 SANCTIONS
AGAINST JAMES L. HYMES, ESQUIRE**

Sixteen Plus Corporation (“Plaintiff”) respectfully requests that the Court impose sanctions against James L. Hymes, Esquire, (“Attorney Hymes”) pursuant to V.I.R.Civ.P. 11. The basis for this motion is more fully set forth in the supporting Memorandum of Law filed together herewith, which is incorporated herein by reference.

WHEREFORE, Plaintiff respectfully requests that the Court enter an order sanctioning Attorney Hymes for the reasons set forth in the accompanying Memorandum of Law and grant to Plaintiff such other and further relief as is just and proper.

Respectfully submitted,

HAMMECKARD, LLP

Dated: _____, 2017

By: _____
Mark W. Eckard, Esquire (VI Bar No. 1051)
5030 Anchor Way, Ste. 13
Christiansted, VI 00824
P: (340) 773-6955/ F: (302) 543-2455
Email: meckard@hammeckard.com

Counsel to Sixteen Plus Corporation

CERTIFICATE OF SERVICE

I certify that this document complies with the page limitation set forth in Rule 6-1(e), and that on _____, 2017, I caused a copy of the foregoing document to be served via email and to be mailed via regular United States Mail, postage pre-paid, to:

James Hymes VI, Esq.

Bar No. 264

P.O. Box 990

St. Thomas, Virgin Islands 00804-0990

jjm@hymeslawvl.com

rauna@hymeslawvi.com

Counsel for Manal Yousef

HOLD
DO NOT FILE
UNTIL FURTHER NOTICE

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

SIXTEEN PLUS CORPORATION,)	
	)	Case No. SX-16-CV-0065
Plaintiff/Counter-Defendant,)	
	)	Action for Declaratory Judgment
v.)	
	)	JURY TRIAL DEMANDED
MANAL MOHAMMAD YOUSEF,)	
)	
_____)	
Defendant/Counter-Claimant.))	

**MEMORANDUM IN SUPPORT OF RULE 11 SANCTIONS
AGAINST JAMES L. HYMES, III, ESQUIRE**

The Complaint in this case alleges that Manal Mohammad Yousef is the holder of a mortgage recorded against real property on St. Croix owned by the Plaintiff that is invalid. As such, the Plaintiff seeks a declaratory judgment to declare the mortgage void and unenforceable so title to the property can be cleared.

The Plaintiff seeks Rule 11 sanctions against James L. Hymes, Esquire (“Attorney Hymes”) pursuant to V.I.R.Civ.P. 11 based on the Defendant’s Rule 12 Motion to Dismiss the Complaint for, among other things, lack of personal jurisdiction and improper service. The pleading was filed on May 4, 2017, and was signed by Attorney Hymes. See **EXHIBIT 1**. For the reasons set forth herein, it is respectfully submitted that sanctions should be entered against him for filing this pleading in violation of the requirements of Rule 11.

I. Rule 11 Standard

Rule 11 authorizes this Court to enter sanctions against counsel under certain circumstances. Rule 11(b) provides in part as follows:

(b) Representations to the Court. By presenting to the court a pleading, written motion, or other paper—whether by signing, filing, submitting, or later advocating it—an attorney or unrepresented party certifies that to the best of the person's

knowledge, information, and belief, formed after an inquiry reasonable under the circumstances:

(3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery;

...

(5) that the applicable Virgin Islands law has been cited, including authority for and against the positions being advocated by the party.

In short, these sections require a reasonable inquiry into the facts before filing the document and require a party to cite all applicable Virgin Islands law. A violation of either subsection (b)(3) or (b)(5) triggers the sanction provisions of this rule. Regarding sanctions, Rule 11(c) (1) then provides as follows:

(1) *In General.* If, after notice and a reasonable opportunity to respond, the court determines that Rule 11 has been violated, the court may impose an appropriate sanction on any attorney, law firm, or party that violated the rule or is responsible for the violation. Absent exceptional circumstances, a law firm must be held jointly responsible for a violation committed by its partner, associate, or employee.

Subsection 11(c)(4) then lists a series of sanctions a court might consider. As stated in Hilmon Co. v. Hyatt Int'l, S.A., 138 F.R.D. 66, 69 (D.V.I. 1991):

“Rule 11 ... is intended to discourage pleadings that are ‘frivolous, legally unreasonable, or without factual foundation....’ ” *Lieb v. Topstone Indus., Inc.*, 788 F.2d 151, 157 (3d Cir.1986) (quoting *Zaldivar v. City of Los Angeles*, 780 F.2d 823, 831 (9th Cir.1986)). “The standard for testing conduct under Rule 11 is reasonableness under the circumstances.” *Teamsters Local Union No. 430 v. Cement Express, Inc.*, 841 F.2d 66, 68 (3d Cir.1988). **It is an objective test with subjective good faith being insufficient to avoid sanctions.** *Gaiardo v. Ethyl Corp.*, 835 F.2d 479, 482 (3d Cir.1987). (Emphasis added).

See also, M&T Mort. Corp. v White-Hamilton, 49 F. Supp. 2d 802, 805 (D.V.I. 1999) (The test for imposing Rule 11 sanctions is “reasonableness under the circumstances”).

Before Rule 11 sanctions can be sought, a party must comply with Rule (c)(2), giving the opposing party and his counsel 21 days to withdraw the offending pleading, which requirement has satisfied. See **EXHIBIT 2**.

II. Attorney Hymes' Offending Rule 11 Conduct

The Motion to Dismiss signed by Attorney Hymes violated Rule 11(b)(3) for the following reasons:

- 1) Attorney Hymes failed to notify the Court that the Defendant's initial counsel had entered a general notice of appearance that waived the defenses raised this motion.
- 2) Attorney Hymes failed to notify the Court that the Defendant's initial counsel had filed a pleading admitting her client had been served with Summons and Complaint.

Further, the Motion to Dismiss signed by Attorney Hymes violated Rule 11(b)(5) for the following reasons:

- 1) Attorney Hymes argued that this Court did not have personal jurisdiction over his client and that service was improper, but he failed to cite to this Court the applicable Virgin Islands law regarding the fact that a general appearance by counsel waives all of the affirmative defenses being raised in the motion he filed, as the Virgin Islands Supreme Court addressed this issue in In re Najawicz, 52 V.I. 311 (V.I. 2009), which Attorney Hymes did not cite.
- 2) Attorney Hymes argued that a mortgage is not an interest in real property, but he failed to cite to this Court the applicable Virgin Islands law regarding whether a mortgage is an interest in real property, as the Virgin Islands Supreme Court addressed this issue in Celestin v. LPP Mortg. Ltd., 2007 WL 5060414, at *1 (V.I. November 9, 2017).¹
- 3) Attorney Hymes argued that service in this case was improper, but he failed to cite to the Court the applicable Virgin Islands statute on point, 5 V.I.C. § 115, that provides in part that "A voluntary appearance of the defendant shall be the equivalent to personal service of the summons on him."

¹ Indeed, in making this argument, Attorney Hymes cited a case from Indiana, Reames v. Dollar Sav. Ass'n, 519 N.E. 2d 175 (Ind. App. 1088), for the proposition that a mortgage is not an interest in real property for the purpose of the long-arm statute, when in fact that court later reversed this position in Fidelity Financial Services, Inc. v. West, 640 N.E. 2d 394 (Ind. App. 1994), which Attorney Hymes failed to bring to this Court's attention.

In short, before filing the Rule 12 Motion in this case, defense counsel was required to investigate the facts as well as to cite the Virgin Islands law applicable to the issues he was raising, which he failed to do. As such, sanctions are warranted for these multiple violations that have unnecessarily burdened the Court and counsel in having to deal with these violations.

III. CONCLUSION

For the reasons set forth herein, it is respectfully requested that this Court enter appropriate sanctions pursuant to Rule 11 against Attorney Hymes for these clear violations of Rule 11.

Respectfully submitted,

HAMMECKARD, LLP

Dated: _____, 2017

By: _____

Mark W. Eckard, Esquire (VI Bar No. 1051)
5030 Anchor Way, Ste. 13
Christiansted, VI 00824
Phone: (340) 773-6955
Facsimile (302) 543-2455
Email: meckard@hammeckard.com

Counsel to Sixteen Plus Corporation

CERTIFICATE OF SERVICE

I certify that this document complies with the page limitation set forth in Rule 6-1(e), and that on _____, 2017, I caused a copy of the foregoing document to be served via email and to be mailed via regular United States Mail, postage pre-paid, to:

James Hymes VI, Esq.
Bar No. 264
P.O. Box 990
St. Thomas, Virgin Islands 00804-0990
jjm@hymeslawvl.com
rauna@hymeslawvi.com
Counsel for Manal Yousef

EXHIBIT 1

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

SIXTEEN PLUS CORPORATION,)	
	)	Case No. SX-16-CV-0065
Plaintiff/Counter-Defendant,)	
	)	Action for Declaratory Judgment
v.)	
	)	JURY TRIAL DEMANDED
MANAL MOHAMMAD YOUSEF,)	
)	
<u>Defendant/Counter-Claimant.</u>)	

**SIXTEEN PLUS CORPORATION’S RESPONSE IN OPPOSITION TO MANAL
MOHAMMAD YOUSEF’S MOTION TO DISMISS FOR LACK OF PERSONAL
JURISDICTION, INSUFFICIENT PROCESS, AND INSUFFICIENT SERVICE OF
PROCESS OR, IN THE ALTERNATIVE, MOTION TO QUASH SERVICE AND
MOTION TO STAY**

Sixteen Plus Corporation (“Plaintiff”) files this Response in Opposition (this “Opposition”) to the Motion to Dismiss for Lack of Personal Jurisdiction, Insufficient Process, and Insufficient Service of Process or, in the Alternative, Motion to Quash Service and Motion to Stay (the “Motion”) filed by Manal Mohammad Yousef (“Defendant”) and, in opposition to the Motion, Plaintiff states as follows:

I INTRODUCTION

Defendant is the purported mortgagee of an invalid mortgage recorded against Plaintiff’s real property on St. Croix. Plaintiff seeks a declaration that the mortgage is void and unenforceable.

Defendant asserts that her purported \$4.5 million mortgage *recorded against real property on St. Croix* (the “Purported Mortgage”) does not subject her to personal jurisdiction in this Court. Defendant further argues that service in this case is improper for a variety of reasons, even though her initial counsel voluntarily filed a general notice of appearance and subsequently filed a pleading stating Manal Yousef “*was served with the Complaint and Summons in this case.*” As

will be discussed herein, each argument raised by the Defendant in the Motion has been addressed and rejected by the Supreme Court of the Virgin Islands – obvious controlling case law that defense counsel failed to cite to this Court. The Motion should be summarily denied.

II. WAIVER

On June 10, 2016, Defendant's initial counsel, Kye Walker, entered a notice of appearance in this Action, stating as follows:

COMES NOW Kye Walker, Esq. of The Walker Legal Group, and enters her appearance as counsel on behalf of Respondent Manal Mohammed in the above-captioned matter.

Please direct copies of all future proceedings, pleadings, correspondence, and other papers filed in this proceeding prior to and subsequent to this date to the undersigned counsel at 2021 Church Street, Suite 16AB, Christiansted, VI 00820.

A copy of Defendant's general notice of appearance is attached as Exhibit A. In addressing the effect of such a filing, the V.I. Supreme Court held In re Najawicz, 52 V.I. 311 (V.I. 2009) that a general appearance (such as Attorney Walker filed for Defendant) waives any objection to personal jurisdiction, service and service of process, stating in depth as follows:

The record reveals that Miller's attorney, Attorney Glore, appeared at the August 18, 2008 hearing on the motions filed by Najawicz and Carty. Importantly, the record reveals that Miller's attorney entered a general appearance rather than a special or limited appearance. *See, e.g., Williams v. Williams*, 266 S.E.2d 25, 28 (N.C.Ct.App.1980); (“[A] **general appearance by a party's attorney will dispense with process and service**”); *Springs v. Springs*, 651 N.Y.S.2d 579, 579 (N.Y.App.Div.1996) (“[T]he attorney's appearance without asserting the defense of lack of personal jurisdiction conferred personal jurisdiction over his client.”); *Nixon v. Rowland*, 63 S.E.2d 757, 759 (Va.1951) (“[A] **general appearance in a case is a waiver of process, equivalent to personal service of process, and confers jurisdiction of the person on the court; but to have this effect the appearance must have been authorized**”); 7A C.J.S. *Attorney & Client* § 239 (Westlaw 2009) (“While the general appearance by an attorney submits his or her client to the jurisdiction of the court if the appearance has been

authorized, it has also been held that no specific authority to enter a general appearance is necessary, and that a client may be bound by his or her attorney’s general appearance although the authority actually granted was to make only a special appearance. The general rule is that an attorney is presumed to have authority to appear and act on behalf of his or her client unless it is shown conclusively that the attorney was not authorized to do so.”).

Id. at 338-339 (emphasis added). The Court’s analysis need not go further. Najawicz is dispositive since it holds that all of the defenses raised by this motion—personal jurisdiction service and service of process—were all waived by virtue of Defendant’s general notice of appearance filed on June 10, 2016.¹

II. PERSONAL JURISDICTION

Even if Defendant had not waived defenses to service by her general appearance herein, there is no doubt that the Court has personal jurisdiction over Defendant. Plaintiff seeks a declaratory judgment that the Purported Mortgage is void and unenforceable. In her answer, Defendant alleges that she “has a First Priority Mortgage . . . which is secured by its recording against the real property owned by the plaintiff as described in paragraph 7 of the [Complaint].” See Exhibit B (Defendant’s Amended Answer and Counterclaim). Incredulously, Defendant argues in the Motion that the Court lacks personal jurisdiction over her because the Purported Mortgage (a \$4.5 million mortgage recorded against real property on St. Croix) is not “an interest” in real property in the Virgin Islands.

As the V.I. Supreme Court held in Molloy v. Independence Blue Cross, 56 V.I. 155, 173 (V.I. 2012):

¹ As will be discussed later in this memorandum, 5 V.I.C. §115 also provides that “A voluntary appearance of the defendant shall be the equivalent to personal service of the summons on him.”

The Virgin Islands has a two-part test for a court to exercise personal jurisdiction. See In re Najawicz, 52 V.I. 311, 336 (2009). First, the plaintiff must show that there is a prima facie case for personal jurisdiction over the defendant under the Virgin Islands long arm statute, codified at title 5, section 4903 of the Virgin Islands Code. *See id.* Second, the plaintiff must make a prima facie showing that the defendant's due process rights would not be violated by being haled into court in the Virgin Islands. *See id.*

Each prong of this two-part test will be addressed separately.

A. 5 V.I.C. § 4903

Regarding the first prong, 5 V.I.C. § 4903(a) provides in relevant part as follows:

(a) A court may exercise personal jurisdiction over a person, who acts directly or by an agent, as to a claim for relief arising from the person's

(1) transacting any business in this territory;

....

(5) having an interest in, using, or possessing real property in this territory;

While both subsections (1) and (5) apply here, this Court need not do this full analysis, because – again – the exact issue raised by Defendant has already been squarely addressed by the Supreme Court. In Celestin v. LPP Mortgage, the Supreme Court unequivocally held that a mortgage is an interest in real property. As stated by the Supreme Court:

A mortgage is a conveyance or retention of an interest in real property as security for performance of an obligation.

Celestin v. LLP Mortg. Ltd., 2007 WL 5060414, at *1 (V.I. November 9, 2017) (citing RESTATEMENT (THIRD) OF PROPERTY (MORTGAGES) § 1.1 (1997)).

In short, this issue has been addressed and resolved by the V.I. Supreme Court—a mortgage is an interest in real property, giving this Court personal jurisdiction over the Defendant pursuant

to 5 V.I. §4903(a)(5). Indeed, this holding is only common sense—of course a recorded mortgage creates an interest in real property.²

Not only did Defendant omit controlling Supreme Court case law that is directly on point, but the two cases cited by Defendant are no help to her. First, although the court in Reames v. Dollar Sav. Ass'n, 519 N.E.2d 175 (Ind. Ap. 1088) held that a mortgage is not an interest in real property, Defendant *failed to inform this Court* in her Motion *that the holding Reames was expressly rejected by the same court* a few years later in Fidelity Financial Services, Inc. v. West, 640 N.E.2d 394 (Ind. App. 1994), which held as follows:

We decline to follow the reasoning of the majority opinion in Reames that a mortgage is not a sufficient “interest in real property” to establish personal jurisdiction under T.R. 4.4(A)(5). Rather, in light of the United States Supreme Court decision in Burger King Corp. v. Rudzewicz (1985), 471 U.S. 462, 105 S.Ct. 2174, 85 L.Ed.2d 528, we are persuaded that Judge Robertson’s dissenting opinion in Reames is correct. . . .In his dissent, Judge Robertson looked to the purpose of the Indiana long-arm statute and wrote that the majority opinion’s “interpretation of the phrase ‘interest in real property’ as it is used in T.R. 4.4(A)(5) is too narrow.” Reames, 519 N.E.2d at 179 (Robertson, J., dissenting). He went on to conclude that “[s]ince T.R. 4.4(A)(5) places no restriction on the type of interest in real property necessary to obtain personal jurisdiction the lien aspect of a mortgage ... is adequate when considered in the context and purpose of the rule.” Id. We believe Judge Robertson’s dissent is in accord with Supreme Court precedent on questions of jurisdiction and should be applied to the facts in the present case.

Id. at p. 398. Thus, the same court that authored Reames has since rejected it, a fact the Defendant failed to bring to this Court’s attention in the Motion. Likewise, the other case cited by Defendant,

² Moreover, the Supreme Court’s holding in Celestin is consistent with the express language of the V.I. Code, 28 V.I.C. § 1, which states in pertinent part provides that the term “conveyance” includes “every instrument in writing . . . by which any estate or *interest in lands* is created, aliened, assigned, or surrendered.” And, as noted in Federal Deposit Ins. Corp. v. Griffith, 15 V.I. 351, 357-58 (V.I. Terr. Ct. 1978), the definition of “conveyance” in 28 V.I.C. § 1 includes mortgages.

V.I. Housing Finance Auth. v. Joseph, 2015 WL 1609918, at *5 (D.V.I. April 10, 2015), is also not helpful or on point, because that case does not even mention, much less address, the issue of whether a mortgage is an interest in real property, as suggested by the Defendant.³

Thus, in addition to Defendant's waiver of service-related defenses by virtue of her filing a general notice of appearance, there is no good faith basis for Defendant to dispute that a mortgage is an interest in real property. See Celestin v. LPP Mortgage, Ltd., 2007 WL 5060414, at *1. Thus, under obviously controlling Supreme Court precedent, the Court has personal jurisdiction over Defendant pursuant to 5 V.I.C. § 4905(a)(5).⁴

B. The Due Process Prong

In Molloy, the Supreme Court set forth the applicable standard as to this due process prong:

The second half of the personal jurisdiction test requires a court to find that its exercise of personal jurisdiction over the defendant does not violate due process. . . . *it may exercise specific personal jurisdiction, jurisdiction on a claim-by-claim basis, over a defendant if it finds the defendant has the requisite minimum contacts with the forum and the claim arises out of those contacts with the forum.*

Molloy v. Independence Blue Cross, 56 V.I. at 181 (internal citations omitted). The Molloy Court then went on to discuss a three-part test to establish such specific personal jurisdiction:

³ It also bears noting that Defendant cites almost exclusively to federal case law despite the existence of a significant amount of relevant controlling Virgin Islands case law.

⁴ 5 V.I. C. § 4903(1) would also create personal jurisdiction here as well. As the Supreme Court noted in Molloy v. Independence Blue Cross, 56 V.I. at 176:

Turning first to whether the Molloy's made a *prima facie* showing under section 4903(a)(1), transacting any business in this territory has been defined as "a term of art which means less than doing business but more than performing some inconsequential act. It requires that a defendant engage in some type of purposeful activity within the territory."

Clearly the Defendant here engaged in such conduct by entering into the Purported Mortgage and causing it to be recorded against real property in the Virgin Islands, which mortgage is the subject of the dispute in this case. Thus, subsection (1) of 5 V.I.C. § 4903(a) applies as well.

To determine whether specific jurisdiction exists, we apply a three-part test. O'Connor, 496 F.3d at 317. “First, the defendant must have ‘purposefully directed [its] activities’ at the forum.” D’Jamoos v. Pilatus Aircraft Ltd., 566 F.3d 94, 102 (3d Cir. 2009) (quoting Burger King Corp. v. Rudzewicz, 471 U.S. 462, 472 (1985)). “Second, the litigation must ‘arise out of or relate to’ at least one of those activities.” *Id.* (quoting Helicopteros, 466 U.S. at 414 and O'Connor, 496 F.3d at 317.) “And third, if the first two requirements have been met, a court may consider whether the exercise of jurisdiction otherwise ‘comport[s] with fair play and substantial justice.’” *Id.* (quoting Burger King Corp., 471 U.S. at 476). The purpose of the test is to ensure that the defendant has the requisite minimum contacts with a forum to receive “fair warning” that the defendant may be haled into court in that forum to answer for its actions in relation to those contacts. Burger King Corp., 471 U.S. at 472.

Molloy v. Independence Blue Cross, 56 V.I. at 183-84.

The facts alleged in the Complaint certainly establish all three criteria.

First, the Defendant purposefully availed herself of the protections of Virgin Islands law, including recording statutes, by causing the Purported Mortgage to be recorded at the Office of the Recorder of Deeds in Christiansted. Second, this case directly relates to the validity of the Purported Mortgage, which is recorded against Virgin Islands real property. Finally, it would be irrational for any person to not expect to be “haled” into a Virgin Islands court to resolve disputes related to the Purported Mortgage. In fact, paragraph 34 of the Purported Mortgage provides as follows:

This Mortgage shall be governed by and construed in accordance with the laws of the United States Virgin Islands.

A copy of the Purported Mortgage is attached as **Exhibit C**.

Indeed, Defendant has given her uncle, Fathi Yusuf, who resides on St. Croix, a power of attorney to take all actions necessary to deal with this mortgage, including the right to prosecute or defend all actions needed to protect the mortgage. See Declaration of Mark W. Eckard, Esquire,

attached as **Exhibit D**. Finally, the Defendant could only seek a declaration as to the validity, priority and security of the Purported Mortgage in this Court – which Defendant now seeks in her counterclaim. Clearly this Court's exercise of jurisdiction over her "comport[s] with fair play and substantial justice."

The "due process" prong of Molloy has been met. The Court has personal jurisdiction over Defendant.

C. Summary of the Personal Jurisdiction Issue

In short, even if the Defendant did not waive her right to challenge personal jurisdiction by her filing a general appearance (which she did), under the two-part test set forth in Molloy, this court certainly would still have personal jurisdiction over her to address any issues related to the Purported Mortgage she recorded against real property on St. Croix. The Purported Mortgage is an interest in real property, giving this Court jurisdiction under 5 V.I.C. § 4903(a)(5). Likewise, any mortgagee who has a mortgage recorded against real property here can reasonably expect to be haled into court on St. Croix regarding a dispute concerning such mortgage.

III. SERVICE

Finally, Defendant challenges service. As previously noted, any service-related defenses Defendant may have had were waived when Defendant, acting through Attorney Walker, filed a general notice of appearance. See In re Najawicz, 52 V.I. at 338-39. Moreover, as far as service is concerned, Defendant also failed to cite an obviously *directly* on-point statute, 5 V.I.C. § 115, which expressly provides in part: "*A voluntary appearance of the defendant shall be the equivalent to personal service of the summons on him.*" 5 V.I.C. § 115 (emphasis added); see also, e.g., In re Catalyst Litig., 2015 WL 9785587, at *3 (V.I. Super. Ct. December 16, 2015)

(relying on 5 V.I.C. § 115 to determine that Defendant waived service by voluntarily appearing in the case) (Willocks, J.).

Thus, this Court need not look into service any further. However, to make the record clear that service is not an issue in this case, two additional points will be discussed, even if not needed.

A. Defendant Admits that She “Was Served.”

Even absent her voluntary general notice of appearance, which waived any service-related defenses under Najawicz and 5 V.I.C. § 115, there is no good faith issue with service in this case. Defendant, herself, filed a separate pleading with this Court admitting that she “*was served.*” In this regard, counsel sought an extension of time to respond to the Complaint, attached as **Exhibit E**, expressly stating as follows (emphasis added):

COMES NOW Defendant, Manal Mohammed Yousuf, by and through her undersigned counsel, and hereby files this Motion for Extension of Time to respond to the Complaint in the instant matter. *Ms. Yousef was served with the Complaint and Summons in this case on or about April 4, 2016 in St. Maarten.* Per Federal Rule of Civil Procedure 12(a)(1)(A)(1), applicable to this Court through Superior Court Rule 7, the deadline for her to respond to the complaint was April 25th.

Ms. Yousuf resides in a foreign nation and, as such, was unable to immediately retain counsel in St. Croix to defend this action. Ms. Yousuf has now retained counsel, which counsel needs time to investigate the allegations of the Complaint. As such, Ms. Yousuf requests an extension of time to June 30, 2016 to respond to the Complaint.

WHEREFORE, and for the foregoing reasons, Mahal Mohammed Yousuf respectfully requests that her Motion for Extension of Time to Respond to the Complaint be GRANTED.

Thus, not only did Defendant waive service-related issues by voluntarily entering a general notice of appearance, but Defendant affirmatively admitted that she “***was served with the Complaint and Summons in this case on or about April 4, 2016 in St. Maarten.***”⁵ See Exhibit E.

Defendant – and her counsel – exhibit a marked degree of bad faith by failing to bring this fact to the Court’s attention. Regardless of Defendant’s change of counsel, however, her admission while acting through her previously “***retained counsel***” is binding on her, so service can no longer be contested for this reason as well.

Indeed, Fathi Yusuf, who holds a power of attorney from Manal Yousef regarding this property has also filed a sworn interrogatory response on August 9, 2016, in another case, stating in part as follows (See **Exhibit F**):

Manal’s Yousef current address to the best of my knowledge is 25 Gold Finch Road, Pointe Blanche, St. Martin. She is represented by counsel (Kye Walker, Esq.) I spoke to an agent of Manal Yousef, Isam Yousuf, shortly after service of the lawsuit filed against Manal Yousef.

Thus, Fathi Yusuf, who has a power of attorney from the Defendant has also confirmed service.

In short, the record confirms the Defendant has admitted being served in this case.

B. Actual Service

While the manner of service is no longer relevant in light of the express admission by counsel that Defendant “***was served,***” the Complaint and Summons were in fact served on the Defendant’s last known address, 25 Gold Finch Road, Pointe Blanche, St. Martin, N.A., pursuant to the laws of St. Martin, as confirmed by the process server. See Exhibit D. This is the same

⁵ On June 23, 2016, the Court granted Defendant’s Motion for Extension of Time. The Defendant sought another extension of time to answer a summary judgment motion, which was also granted. See Exhibit D. Indeed, Defendant’s initial counsel never suggested her involvement was ever limited in any way. See Exhibit D.

address listed for Defendant on the first page of the Purported Mortgage (Exhibit C) as well as in the power of attorney given to Fathi Yusuf (Exhibit D). Moreover, that address was exactly the one to which the Purported Mortgage requires notices be sent:

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.

See Exhibit C at ¶ 29. Defendant has never provided Sixteen Plus with any change of address since the mortgage was executed. See Exhibit D. Thus, the Purported Mortgage clearly itself established an agreement between the parties that notice was deemed to have been given once hand delivery of a written notice was made at this designated address, which Defendant admits occurred here.

Thus, both V.I.R.Civ.P. 4(f) and 5 V.I.C. § 4911 were fully complied with, because service was made at a place “reasonably calculated to give actual notice” to Defendant. It was also served in a manner that is permitted in St. Maarten, as authorized by 5 V.I.C. § 4911(a)(2), which permits service in a “manner prescribed by the law of the place in which the service is made for service in that place in an action in any of its courts of general jurisdiction.” In this regard, as previously noted, the process server verified that she made service as permitted by the law in St. Maarten in serving the Complaint and Summons. See Exhibit D.

Additionally, the Complaint was served by publication pursuant to 5 V.I.C. § 112, as directed by this Court.⁶ See Notice of Service of Publication, attached as **Exhibit G**. Moreover,

⁶ While the Defendant's current counsel opines that the publication in St. Maarten was of no benefit since she had purportedly left that jurisdiction, service by publication does not require publication in any newspaper other than those directed by the Court, which requires publication to “be made in a newspaper of general circulation in a jurisdiction designated by the court as the most likely to give notice to the person to be served for such length of time

while Defendant's current counsel complains a Notice of Service by Publication was never filed with this Court, that is because her initial counsel, Kye Walker, told the undersigned counsel that there was no need to complete service by publication – and, in fact, *asked* that Plaintiff cease publications because “it is a small community.” See Exhibit C. Now that Defendant's current counsel has raised this issue, a Notice of Publication has been filed. See Exhibit G.

C. Summary of Service Issues

Under Najawicz, Defendant waived any service-related defenses she may have had by causing her counsel to enter a general notice of appearance on her behalf. Moreover, pursuant to 5 V.I.C. § 115, Defendant's voluntary notice of appearance is the equivalent of personal service. Moreover, Defendant admitted that she “was served” in a separate filing with the Court herein. Finally, it is also clear the Defendant was properly served in accordance with V.I.R.Civ.P. 4(f) and 5 V.I.C. § 4911(a)(2) – all in addition to service pursuant to 5 V.I. C. § 112 in accordance with the Court's directive.

IV. ADDITIONAL POINTS

Two brief final comments are in order. First, Defendant submitted a declaration from her brother, Jamil Yousef in support of the Motion, but that declaration does not state that the Mr. Yousef has personal knowledge of the facts asserted therein, or how he would have become aware of the information he avers is true, such as the Defendant's business dealings on St. Croix. Indeed, several of Mr. Yousef's averments are conclusions of law, not facts (*e.g.*, the Purported Mortgage is not an interest in real property). As such, that declaration should be stricken and ignored.

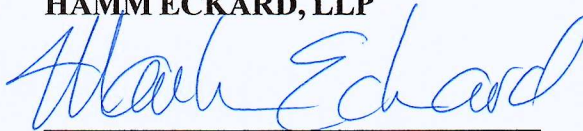
as may be deemed reasonable, not less than once a week for four weeks.” Id. at § 112(c). That is precisely what occurred here, with the Defendant acknowledging to this Court and Plaintiff's counsel that she did in fact receive notice of the Complaint and Summons.

Second, Defendant's cursory request for a stay pending disposition of the Motion should be summarily denied because all issues raised in the Motion have been squarely addressed by controlling Supreme Court precedent, unambiguous statutory law, or admissions of counsel.

WHEREFORE, for the reasons set forth herein, Plaintiff respectfully requests that the Court enter any Order (i) denying the Motion in its entirety and (ii) granting to Defendant such other and further relief as is just and proper.

Respectfully submitted,

HAMMECKARD, LLP



Dated: May 18, 2017

By:

Mark W. Eckard, Esquire (VI Bar No. 1051)
5030 Anchor Way, Ste. 13
Christiansted, VI 00824
Phone: (340) 773-6955
Facsimile (302) 543-2455
Email: meckard@hammeckard.com

Counsel to Sixteen Plus Corporation

CERTIFICATE OF SERVICE

I certify that this document complies with the page limitation set forth in Rule 6-1(e), and that on May 18, 2017, I caused a copy of the foregoing document to be served via email and to be mailed via regular United States Mail, postage pre-paid, to:

James Hymes VI, Esq.

Bar No. 264

P.O. Box 990

St. Thomas, Virgin Islands 00804-0990

jjm@hymeslawvl.com

rauna@hymeslawvi.com

Counsel for Manal Yousef



EXHIBIT A

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

SIXTEEN PLUS CORPORATION,

Plaintiff,

v.

MANAL MOHAMMED YOUSUF,

Defendant.

CIVIL CASE NO.: SX-16-CV-65

**ACTION FOR DECLARATORY
JUDGMENT**

NOTICE OF APPEARANCE

COMES NOW Kye Walker, Esq., of The Walker Legal Group, and enters her appearance as counsel on behalf of Respondent Manal Mohammed in the above-captioned matter.

Please direct copies of all future proceedings, pleadings, correspondence, and other papers filed in this proceeding prior to and subsequent to this date to the undersigned counsel at 2201 Church Street, Suite 16AB, Christiansted, VI 00820.

Respectfully Submitted,

THE WALKER LEGAL GROUP
Attorney for Plaintiff

BY: 

Kye Walker, Esq.
VI Bar No. 995
2201 Church Street, Suite 16AB
Christiansted, St. Croix
U.S. Virgin Islands 00820-4611
Telephone: (340) 773-0601
Fax: (888) 231-0601

kye@thewalkerlegalgroup.com

DATED: June 10, 2016



NOTICE OF APPEARANCE

Page 2

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on June 10, 2016, a true and correct copy of the foregoing **NOTICE OF APPEARANCE** was served upon the following parties or their counsel as noted below:

BY HAND DELIVERY:

Mark W. Eckard, Esq.
Hamm Eckard, LLP
5030 Anchor Way, Suite 13
Christiansted, VI 00820-4692
Phone: (340) 773-6955
Fax: (855) 456-8784
meckard@hammeckard.com
Attorney for Plaintiff

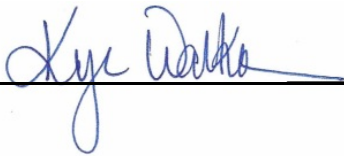
BY:  _____

EXHIBIT B

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

SIXTEEN PLUS CORPORATION,)	
	)	CIVIL NO. <u>SX-16-CV-65</u>
Plaintiff,)	
	)	ACTION FOR DECLARATORY
vs.	)	DECLARATORY JUDGMENT
)	
MANAL MOHAMMAD YOUSEF,	)	JURY TRIAL DEMANDED
)	
Defendant.)	
_____)	
)	
MANAL MOHAMMAD YOUSEF,)	
)	
Counter-Claimant,	)	COUNTERCLAIM
)	
vs.)	
)	
SIXTEEN PLUS CORPORATION,)	
)	
Counter-Defendant.)	
_____)	

**AMENDED ANSWER TO COMPLAINT
AND COMPULSORY COUNTERCLAIM**

COMES NOW the defendant, **MANAL MOHAMMAD YOUSEF**, by her undersigned attorney, James L. Hymes, III, and, as and for her answer to the Complaint, respectfully shows to the Court and alleges:



PRELIMINARY STATEMENT

1. Neither admits nor denies the legal conclusion asserted in the Preliminary Statement as none is required thereto, but to the extent one is required, it is **DENIED**.

PARTIES

2. **DENIES** the allegations contained in paragraph 2 of the Parties section of the Complaint for lack of information.

3. **ADMITS** that the defendant is an adult, but denies the remaining allegations contained in paragraph 3 of the Parties section of the Complaint.

JURISDICTION: VENUE: STATUTORY PREDICATE FOR RELIEF

4. **ADMITS** that the defendant has a First Priority Mortgage which confers specific rights to her pursuant to the terms and conditions set forth therein dated September 15, 1997, the payment of which is secured by its recording against the real property owned by the plaintiff as described in paragraph 7 of the Factual Background section of the plaintiff's Complaint, but **DENIES** the remaining allegations contained in paragraph 4 of the Jurisdiction; Venue; Statutory Predicate For Relief section of the Complaint due to insufficiency of service of process.

5. To the extent this Court has jurisdiction over this defendant, which is not admitted due to insufficiency of service of process, venue of this action is appropriate because the real property against which the Mortgage is recorded is located on the island of St. Croix, United States Virgin Islands.

6. Neither admits nor denies the legal conclusion asserted in paragraph 6 of the Jurisdiction; Venue; Statutory Predicate For Relief section of the Complaint, as none is required thereto, but to the extent one is required, it is **DENIED**.

FACTUAL BACKGROUND

7. **ADMITS** the allegations contained in paragraph 7 of the Factual Background section of the Complaint.

8. **ADMITS** the allegations contained in paragraph 8 of the Factual Background section of the Complaint.

9. **DENIES** the allegations contained in paragraph 9 of the Factual Background section of the Complaint.

10. **DENIES** the allegations contained in paragraph 10 of the Factual Background section of the Complaint.

11. **ADMITS** that the Mortgage was executed on September 15, 1997, but denies the remaining allegations contained in paragraph 11 of the Factual Background section of the Complaint for lack of information.

12. **DENIES** the allegations contained in paragraph 12 of the Factual Allegations section of the Complaint.

13. **DENIES** the allegations contained in paragraph 13 of the Factual Allegations section of the Complaint.

COUNT FOR RELIEF

14. The defendant repeats and re-alleges her responses to paragraphs 1 through 13 above as if fully set forth herein below.

15. **ADMITS** the allegations contained in paragraph 15 of the Count for Relief section of the Complaint.

16. **DENIES** the allegations contained in paragraph 16 of the Count for Relief section of the Complaint.

AFFIRMATIVE DEFENSES

1. The Complaint fails to state a cause of action against the defendant upon which the Court may grant relief.
2. The Court lacks personal and subject matter jurisdiction over this defendant due to insufficiency of service of process.
3. The Court lacks personal and subject matter jurisdiction to the extent the plaintiff is not a corporation in good standing.
4. The plaintiff is not entitled to the relief which it requests because it is legally estopped from denying the validity of the Promissory Note and First Priority Mortgage.
5. The plaintiff is barred from recovery herein because it is equitably estopped from denying the validity of the First Priority Mortgage.
6. The plaintiff is barred from recovery herein for the reason that it authorized its secretary to swear under oath, subject to the penalties of perjury, that it was justly indebted to the defendant.
7. The plaintiff is barred from recovery herein to the extent its actions are fraudulent, contrary to law, in furtherance of a criminal act, not brought in good faith for a valid purpose, and therefore not in the best interests of the corporation.
8. The plaintiff is barred from recovery herein by reason of the fact it has an irreconcilable conflict of interest since it agreed to warrant and defend the defendant's lien and the interest of the defendant against all claims and demands made against the First Priority Mortgage.
9. The plaintiff is barred from recovery herein pursuant to the provisions of the doctrine of unclean hands.
10. The plaintiff is barred from recovery herein due to the principles of laches.

11. The plaintiff is barred from recovery herein due to the principles of waiver.

12. The plaintiff is barred from recovery herein by reason of the expiration of the applicable statute of limitations.

13. The defendant reserves the right to add additional affirmative defenses which may become appropriate and available to her during the course of discovery.

COMPULSORY COUNTERCLAIM

COMES NOW the defendant/counter-claimant, **MANAL MOHAMMAD YOUSEF**, by her undersigned attorney, James L. Hymes, III, and, without waiving any of her jurisdictional defenses, asserts the following compulsory counterclaim against the plaintiff to be considered by the Court in the event it finds that it has jurisdiction over the parties and the subject matter of this litigation, and respectfully shows to the Court as follows:

1. The defendant/counter-claimant repeats and realleges her responses to paragraphs 1-16 above, and her affirmative defenses 1-8 above, as if fully set forth herein below.

2. This Court has jurisdiction over this compulsory counterclaim pursuant to the provisions of Chapter 89 of Title 5 of the Virgin Islands Code.

3. Venue of this action is appropriate in the division of St. Croix, because the real property against which the counter-claimant has recorded a valid mortgage is located on the island of St. Croix.

4. On September 15, 1997, the plaintiff/counter-defendant, for good and valuable consideration, executed a Promissory Note secured by a First Priority Mortgage, the payment of which was secured by recording said mortgage against the real property owned by the plaintiff/counter-defendant, said real property being

set forth and described in paragraph 7 of the Factual Background section of the plaintiff's Complaint.

5. The Promissory Note and First Priority Mortgage remain unpaid to date.

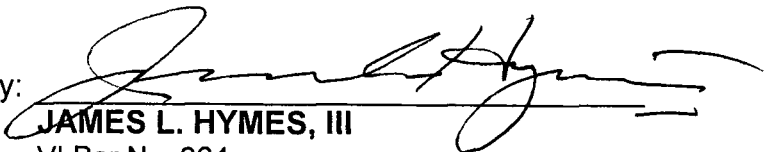
6. The First Priority Mortgage is valid and enforceable pursuant to the terms and conditions set forth therein, and the plaintiff/counter-defendant is contractually obligated to fulfill all of the terms and conditions of the Promissory Note and First Priority Mortgage and to make the payments due in accordance to the terms and conditions to which it agreed to be legally bound and obligated.

WHEREFORE, the defendant/counter-claimant respectfully requests this Court enter an order declaring the Promissory Note and First Priority Mortgage executed by the plaintiff/counter-defendant valid and fully enforceable, together with interest due and owing and further awarding the defendant/counter-claimant her costs including an award of attorney's fees, for being required to defend the Complaint and to bring this counterclaim.

Respectfully Submitted,

DATED: April 6, 2017.

LAW OFFICES OF JAMES L. HYMES, III, P.C.
Counsel for Defendant –
Manal Mohammad Yousef

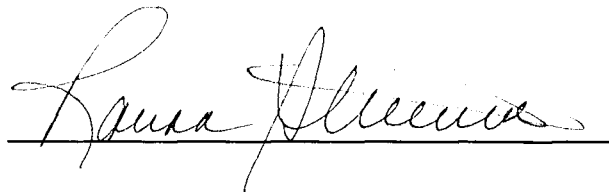
By: 
JAMES L. HYMES, III

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 10th day of April, 2017, I caused an exact copy of the foregoing "**Amended Answer to Complaint and Compulsory Counterclaim**" to be served electronically by e-mail, and by mailing same, postage pre-paid, to the following counsel of record:

MARK W. ECKARD, ESQ.
HAMM ECKARD LLP
5030 Anchor Way, Suite 13
Christiansted, USVI, 00820-2690
Phone: (340) 773-6955
Fax: (855) 456-8784
meckard@hammeckard.com
Counsel for Sixteen Plus Corporation

A handwritten signature in cursive script, appearing to read "Laura Steevens", is written over a horizontal line.

c:\yousef\2017-04-06...amended answer...

EXHIBIT C

February 22, 1999

FIRST PRIORITY MORTGAGE

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.;

W I T N E S S E T H:

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 nay 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.

WPA

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

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 with 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.

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

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as this Mortgage ceases to secure indebtedness held by Lender.

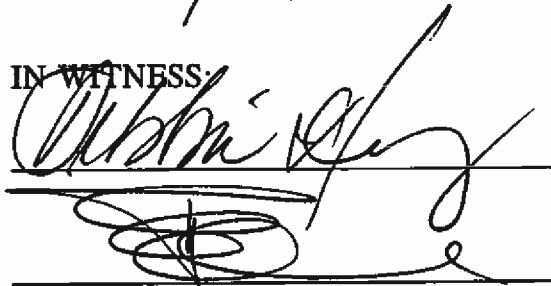
34. **MISCELLANEOUS.** This Mortgage may be changed, waived, discharged, or terminated only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. The headings in this Mortgage are for convenience of reference only and shall 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

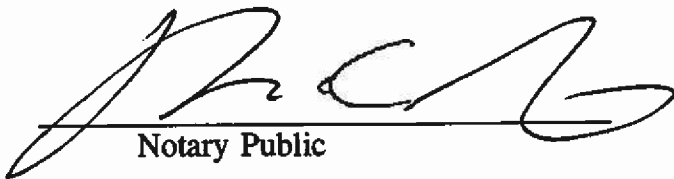
ACKNOWLEDGEMENT FOR CORPORATION

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

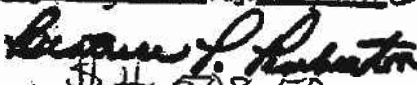
22nd Feb
2:51 o'clock
Recorded and Entered in Recorder's Book for District of St. Croix, Virgin Islands of the U.S.A.
Photo copy 1079 Page 304, 305
No. 708/1999 and noted in Real Property Records
L: 37: 46 Page 277, 186; 304, 305 + 3

\$ 508.50



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.



28nd Feb
2:51 o'clock
Recorded and Entered in Recorder's Book for
District of St. Croix, Virgin Islands of the U.S.A.
Photo copy 079 Page 33
No. 11081999 and noted in Real Property Return
II: 37, 166 Page 277, 186, 304, 305 & 306
Susan J. Huberton
\$1.75

EXHIBIT D

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

SIXTEEN PLUS CORPORATION,)	
	)	Case No. SX-16-CV-0065
Plaintiff/Counter-Defendant,)	
	)	Action for Declaratory Judgment
v.)	
	)	JURY TRIAL DEMANDED
MANAL MOHAMMAD YOUSEF,)	
)	
Defendant/Counter-Claimant.))	

**DECLARATION OF MARK W. ECKARD, ESQUIRE, IN SUPPORT OF
SIXTEEN PLUS CORPORATION’S RESPONSE IN OPPOSITION TO
PLAINTIFF’S MOTION TO DISMISS**

I, Mark W. Eckard, declare, pursuant to V.I.R.Civ.P. 84, as follows:

1. I am counsel of record for Sixteen Plus Corporation and am personally knowledgeable with the facts set forth herein.

2. On April 4, 2017, I caused Defendant to be served with a duly issued summons and a copy of Plaintiff’s complaint in the above-captioned matter (the “Complaint”) in accordance with the laws of St. Maarten by leaving the summons and complaint at Plaintiff’s last known address (25 Gold Finch Road, Point Blanche, St. Maarten, Dutch West Indies). Attached as **Exhibit 1** is the Affidavit of Service averring to service of the summons and Complaint on Defendant in St. Maarten.

3. 25 Gold Finch Road, Point Blanche, St. Maarten, Dutch West Indies, is the address specified in that certain purported mortgage recorded by the above-captioned defendant (“Defendant”) against property owned by Sixteen Plus Corporation on the island of St. Croix. Since Defendant’s purported mortgage was executed, she has never provided Sixteen Plus with another address.

4. 25 Gold Finch Road, Point Blanche, St. Maarten, Dutch West Indies, is the same address listed for the Defendant in the Power of Attorney she gave her uncle, Fathi Yusuf, a resident of St. Croix. See **Exhibit 2**. The power of attorney grants Fathi Yusuf the power to take all actions necessary to deal with the Purported Mortgage, including the right to prosecute or defend all actions needed to protect the mortgage. See Exhibit 2.

5. On May 9, 2016, in an abundance of caution, Plaintiff filed its Motion to Serve Defendant by Publication (Plaintiff’s “Motion to Serve by Publication”), wherein Plaintiff sought the Court’s permission to serve Defendant by publishing a summons in the form attached as Exhibit 3 to the Motion to Serve by Publication (the “Publication Summons”).

6. On May 31, 2016, the Court entered its Order granting Plaintiff's Motion to Serve by Publication. Pursuant to the Court's May 31, 2016 Order, Plaintiff was required to accomplish service on Defendant by publishing the Publication Summons "for a period of four consecutive weeks in each of the *St. Croix Avis* and *The Daily Herald* of St. Maartin."

7. On May 3, May 10, May 17 and May 24, 2016, Plaintiff caused the Publication Summons to be published in the *St. Croix Avis*. Attached as **Exhibit 4** is the Affidavit of Business Manager of the *St. Croix Avis* averring to such publication.

8. On June 2, June 9, June 16 and June 23, 2016, Plaintiff caused the Publication Summons to be published in the *Daily Herald* of St. Maarten. Attached as **Exhibit 5** is the Certification of Publication of the Head of Advertising of the *Daily Herald*, Moira Marcelle, certifying to such publication.

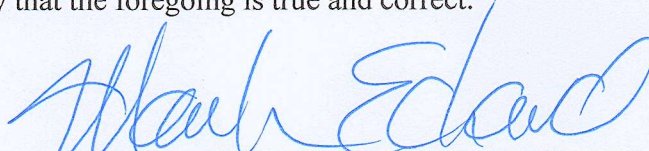
9. On June 10, 2016 at approximately 10:00 a.m., undersigned counsel received a call from Kye Walker, Esq. stating that she was going to enter a notice of appearance herein on behalf of Defendant. During this telephone call, Attorney Walker asked undersigned counsel why Plaintiff was serving notice by publication when Defendant was served via process server in St. Maarten. Attorney Walker stated that she would be entering a notice of appearance on behalf of Defendant herein and further stated that Defendant would not contest service. Attorney Walker expressly asked undersigned counsel to cancel remaining publications "because it is a small community."

10. On October 21, 2016, Plaintiff filed a Motion for Summary Judgment, together with a Memorandum of Law in support thereof. On November 9, 2016, Defendant, acting through Attorney Walker, filed a Motion for Extension of Time *Nunc Pro Tunc*, wherein Attorney Walker noted a conflicting trial schedule and requested to have until November 18, 2016 to respond to Plaintiff's Motion for Summary Judgment. A copy of Defendant's November 9, 2016 Motion for Extension of Time is attached as **Exhibit 6**. On November 28, 2016, the Court granted Defendant's November 9, 2016 Motion for Extension of Time.

11. From June 2016 through November 2016 (and continuing thereafter) undersigned counsel spoke to Attorney Walker on many occasions and asked when she would be responding to the Complaint and/or the Motion for Summary Judgment. While discussing proposed response times, Attorney Walker never – once – uttered a word about Defendant contesting service nor did Attorney Walker ever give any indication that Defendant's appearance in this Action was limited or "special" for purposes of challenging service and/or service of process or otherwise to challenge personal jurisdiction.

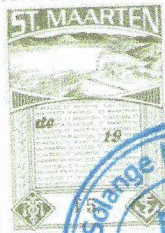
I declare under penalty of perjury that the foregoing is true and correct.

Dated: May 18, 2017



Mark W. Eckard, Esquire

EXHIBIT 1



AFFIDAVIT OF SERVICE
(SUMMONS – civil action)

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

Vs.

MANAL MOHAMMAD YOUSEF, defendant

Case No: SX-16-CV-65

St. Maarten,
City of Philipsburg

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

- A) Summons
- B) Complaint

Date Received: April 4th, 2016

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

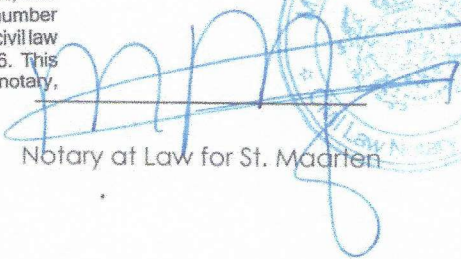
At the address of; 25 Gold Finch Road, Point Blanche, St. Maarten,
D.W.I.

On the 5th day of April, 2016 at 16:05



Subscribed and sworn to before me this 15th day of April, 20 15

Seen for legalization of the signatures of **SOLANGE MONIQUE APON**, who identified himself with a drivers license, issued by Sint Maarten, under number DSA015456/1962100676, by me, Mariène Françoise Mingo, LL.M., a civil law notary, established on Sint Maarten, on this 15th day of April, 2016. This declaration for the legalization of the signature, by the civil law notary, expressly contains no opinion as to the contents of this document.


Notary at Law for St. Maarten



Sint Maarten

Driver's License / Rijbewijs
DSAO15456



1 APON

2 SOLANGE MONIQUE

3 06 OCT 1962
4 SINT MAARTEN

5 23 FEB 2015
6 27 FEB 2020

7 B



8 1962100576
9 SINT
10 MAARTEN

ISSUED ON BEHALF OF THE MINISTER OF JUSTICE/AFGEZETEN NAMENS DE MINISTER VAN JUSTITIE

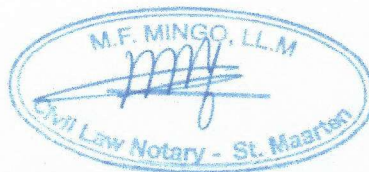


EXHIBIT 2

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 use and benefit:

To do and perform all and every act and thing whatsoever requisite and necessary to be done in relation to my interest as a Mortgage/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

_____)
Philipshurg)
_____) 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]

Signature, Notary Public at Law
Francis Edgar Gijssbertha
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. Gijssbertha*
- 3. acting in the capacity of *Civil-Law-Notary*
of *Sint Maarten*
- 4. bears the seal stamp of the aforementioned
F.E. Gijssbertha

CERTIFIED

- 5. at *Sint Maarten* to the *20-5-10*
- 7. The Head of The Department of Civil Affairs
acting as Minister of The Executive Government
of the Island of *Sint Maarten*
- 8. No. *464* 10. Signature:

[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 2.0967 U.S. Acres.
4. Road Plot No. 11, Estate Cane Garden, of approximately 0.0968 U.S. Acres.
5. Parcel No. 11, Estate Retreat, Matr. No. 37B of Company Quarter and Peter's Blinde, 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 Cranard, of approximately 41.0736, U.S. Acres.
9. Parcel No. 40, Estate Cranard 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 61.2558 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 Cranard, of approximately 0.4255 U.S. Acres.
17. Road Plot No. 6, Estate Diamond, of approximately 0.8510 U.S. Acres.



20nd Feb
 2:51 PM
 Recorded and Entered in Recorder's Book for the
 District of St. Croix, Virgin Islands of the U.S.A. at
 Page 1779
 No. 1102199 and noted in Real Property Records
 II: 32; 166 Page 227; 156; 364; 305 + 306
[Signature]
 2010



التجديدات
RENEWALS

Signature Line

توقيع صاحب الجواز
SIGNATURE OF HOLDER

THE HASHEMITE KINGDOM OF JORDAN المملكة الأردنية الهاشمية

	جواز سفر Passport	Type / نوع P	رمز دولة / Country Code JOR	رقم جواز سفر / Passport No. T518558
	الاسم / Name MANAL MOHAMMAD YOUSEF MOHAMMAD منال محمد يوسف محمد		تاريخ الميلاد / Date of Birth 1968	مكان الميلاد / Place of Birth AMMAN عمان
	النوع / Sex F	اسم الأم / Mother's Name MASOUDEH	تاريخ التوقيع / Date of Issue 21 MAY 2008	مكتب التوقيع / Authority AMMAN عمان
	تاريخ الانتهاء / Date of Expiry 20 MAY 2013	العنوان / Address Holland هولندا		

Non Machine Readable غير مقروء آليا



EXHIBIT 3

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

SIXTEEN PLUS CORPORATION,)	
	)	Civil No. SX-15-CV-65
Plaintiff,)	
	)	ACTION FOR
v.	)	DECLARATORY JUDGMENT
)	
MANAL MOHAMMAD YOUSEF,)	
)	
Defendant.)	

PROPOSED FORM OF SUMMONS TO BE PUBLISHED

Plaintiff, by and through counsel Mark Eckard, will publish the following in *The St. Croix Avis* and *The Daily Herald* of St. Maartin for service by publication on Defendant, Manal Mohammad Yousef.

“**NOTICE OF SERVICE OF PROCESS BY PUBLICATION** Territory of the United States Virgin Islands, Superior Court of the Virgin Islands, St. Croix Division, Civil No. SX-15-CV-65, In the Matter of Sixteen Plus Corporation v. Manal Mohammad Yousef. **TAKE NOTICE** that a complaint regarding your purported security interest in real property located within the Territory of the United States Virgin Islands has been filed. You may contact the Clerk of Court at the Superior Court of the Virgin Islands, District of St. Croix at 340-778-9750 regarding the complaint filed against you.”

EXHIBIT 4

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

SIXTEEN PLUS CORPORATION
VS

In the Matter of MANAL MOHAMMAD
CIVIL No. SX-15-CV-65 20 16

I, the undersigned, BUSINESS MANAGER
of "The St. Croix Avis" a daily newspaper published in the Town of
Christiansted, Island of St. Croix, Virgin Islands, of the United States
of America, do hereby certify that the below mentioned notice was
published in said newspaper once a week for 4 consecutive
weeks, viz: 5/3, 10, 17, 24/2016

NOTICE OF SERVICE OF PROCESS BY PUBLICATION
Territory of the United States Virgin Islands, Superior Court of the Virgin
Islands, St. Croix Division, Civil No. SX-15-CV-65, In the Matter of Sixteen
Plus Corporation V. Manal Mohammad Yousef. TAKE NOTICE that a
complaint regarding your purported security interest in real property
located within the Territory of the United States Virgin Islands has been filed.
You may contact the Clerk or Court at the Superior Court of the Virgin Islands,
District of St. Croix at 340-778-9750 regarding the complaint filed against
you. 6/3,10,17,24/2016

Christiansted, St. Croix, June 24th 2016
[Signature]

Sworn to and subscribed before me this 24th day of
June 2016

[Signature: Esther Felix]
NOTARY PUBLIC
Name: Esther Felix
My Commission Exps: October 21, 2019
NP Commission #: NP-117-15
St. Croix, USVI District

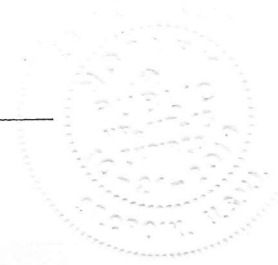


EXHIBIT 5

CERTIFICATION OF PUBLICATION

In the Matter of Sixteen Plus Corporation v. Manal Mohammad Yousef, Case Number SX-15-CV-65, I, the undersigned, Moira Marcelle, Head of Advertising of "The Daily Herald a daily newspaper published in the town of Philipsburg, Island of St. Maarten, Dutch Caribbean, do hereby certify that the notice below was published in The Daily Herald once a week for four (4) consecutive weeks, and was printed on June 2nd, 9th, 16th and 23rd of 2016.

**NOTICE OF SERVICE OF
PROCESS BY PUBLICATION**

Territory of the United States Virgin Islands, Superior Court of the Virgin Islands, St. Croix Division, Civil No. SX-15-CV-65, In the Matter of Sixteen Plus Corporation V. Manal Mohammad Yousef.

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I hereby certify that the foregoing is true and correct.

THE DAILY HERALD

Dated: May 18, 2017

By:


Moira Marcelle, Head of Advertising

THE CARIBBEAN HERALD N.V.
d.b.a.

The Daily Herald

Canada wildfire evacuees face cleanup as they return home

FORT MCMURRAY, Alberta—Thousands of evacuees who fled a massive wildfire that hit Fort McMurray made an emotional return to their homes on Wednesday, facing a massive cleanup and uncertainty over their safety as the devastated Canadian oil city begins to rebuild.

More than 90,000 fled the remote northern Alberta city as the fire hit a month ago, engulfing some neighborhoods while sparing others. Premier Rachel Notley told reporters about half of the 15,000 expected to return on Wednesday had done so by noon as a two-week staged re-entry begins.

Standing outside one of the few supermarkets open

in Fort McMurray, Jessica Kogitowisz, 23, breathed a sigh of relief as she talked about her townhouse, untouched by the disaster. But for her brother-in-law standing next to her, the news was bad: his house charred to the ground.

“It’s definitely emotional. I’m happy to be back. The town is our home, but their personal home where they go every day is gone,” Kogitowisz said of her relative.

The blaze, which destroyed about 10 percent of the city’s homes, was a blow to a community already reeling from a two-year oil price slump. It shuttered more than a million barrels per day of crude production, though some facilities have resumed operations

even as acrid smoke lingered in the air.

In some areas south of Fort McMurray, the wildfire is still burning out of control. The blaze now covers about 581,695 hectares (1.43 million acres).

Scorched trees lined Highway 63, the only route into the city. An expected crush of traffic failed to materialize as residents slowly made their way back to the devastated area. On one overpass, a huge Canadian flag hung between two fire trucks. Billboards along the road welcomed residents home.

Authorities have told those returning to bring two weeks’ worth of food, water and prescription medication. Returnees



Convenience store manager Sunny Katoch paints a welcome sign on the back door as residents begin to flood back into their city after being evacuated due to raging wildfires in Fort McMurray, Alberta, Canada, on Wednesday.

have also been told to scrub walls, and clean all clothing and bedding, upholstery of items that remained in their houses during the evacuation.

The area is under a boil-water advisory and the local hospital’s capabilities are limited. Some stores, restaurants and gas stations were open on Wednesday.

Notley has said conditions will be assessed on a daily basis and the re-entry schedule may be adjusted if the situation changes.

NISSAN VACANCY

An exciting opportunity of joining our team exists at Saint Martin Cars for a responsible and experienced:

Professional Detailer

In this role your key responsibilities will include:

- Washing vehicles to the required standard to present a positive image of Nissan.
- Pick up, delivery & fueling of vehicles when required.
- Other tasks and duties as required and directed from time to time by management.

Qualifications:

You must be a resident of St. Maarten or have a valid working permit to be able to apply for this position. A driver’s license is required.

Are you suitable for this vacancy, or know someone who is? If so, please send your resume to info@outofboxmedia.sx or call +1 (721) 544-3049 for more information.

VACANCY

**MERCHANTS MARKET
ST. MAARTEN N.V.**

is looking for a:

Driver/Warehouse Attendant

Must have driver’s license B and C.
Only Antillean or person with valid work-permit. Apply in person at:
Orange Grove Road # 4,
Cole Bay.
Telephone #: 544-4248

VACANCY

**Phimaca Car Rental N.V. d.b.a. Hertz
is currently seeking:**

Car Washers

Applicants must be a resident of St. Maarten or have a valid work permit.

Responsibilities of the Car Washers are:
cleaning the interior and exterior of the cars on a daily basis.

Must be presentable and can articulate well.

Must be 18 or older.

Please request an application form from Hertz Car Rental N.V. located at Airport Road #82, Simpson Bay.

Submit completed form and C.V. at same location.

Good News Christian Academy

is still accepting

APPLICATIONS

for K1 and K2

Date: June 4th

Time: 10.00—13.00

Venue: Good News Baptist Church in St. Peters

Or fill out your application online:
<http://goo.gl/forms/LHpkaUQ0AU>

For info call: 553 4231 or 580 1248

Mission:

To build Godly character by educating the youth in a Christ centered environment where a love for Christ is exhibited.

What we believe:

- Education must be focused on truth of which God is the ultimate source
- God has created all children with unique abilities, skills and talents.

NOTICE OF SERVICE OF PROCESS BY PUBLICATION

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Four more persons were detained on Tuesday as part of the "Ninja" investigation in Curaçao. It regards the drugs probe in which a parliamentarian's son is also one of a total of nine local suspects. Three house searches were conducted in Esperanzaweg, Santo Domingoweg and Donkerstraat. Authorities confiscated drugs, cash and cell phones. During the first raids on May 24 a luxury car (photo), firearms and ammunition had also been seized.



A fire was set inside Aruba's KIA prison on Wednesday, but could be extinguished relatively quickly as guards brought inmates of that section to safety. While nobody was hurt, 15 persons -both personnel and detainees- experienced respiratory problems due to smoke inhalation and were treated on site by paramedics. Recently appointed director Rocco Tjon thinks the action came in response to early morning cell controls during which mobile phones, stabbing weapons and drugs had been confiscated. "It's our job to keep these items out of the hands of prisoners. They are not going to determine the policy," he warned. An investigation is underway.



Bonaire's Royal Decorations Committee consisting of Robert Sances, Elka Coffi, Lucia Anthony, Jeannine Wing Loi Sing and Mary Tjin-Asjoe is welcoming nominations, accompanied by motivations and references of candidate recipients for next year's annual King's Day award ceremony until July 15. After that those they approve go to the Island Governor for advice and on to the Netherlands via the National Representative.



Curaçao political parties "Movementu Patriotiko Kòrsou" (MPK) and "Movementu Kiratay" have joined forces as the new "Movementu Kiratay Patriotiko Kòrsou" (MKPK) party, it was announced during a press conference. An integral and structural development master plan to guide the functioning of the nine ministries is to be laid down in the law. They say the island has been governed without such a vision for 60 years and repaying favours to campaign financiers was the order of the day. MKPK intends to attempt to put an end to this situation if elected into Parliament on September 30.

NOTICE OF SERVICE OF PROCESS BY PUBLICATION

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EMPLOYMENT OPPORTUNITY

Checkmate Security Services N.V. your leading Security Company is seeking Security Officers to carry out their daily operations in St. Maarten.

Requirements:

- Males between the ages 23-45 years
- Dependable, reliable and flexible
- Physically fit and willing to work shifts
- Must be fluent in English, written and oral
- Must be disciplined and willing to follow instructions
- Clean Police Record a must
- ONLY Antilleans or persons with valid working documents

If you are interested in a challenging position and you meet our requirements, please send your application letter to the Labour Department and fax a copy to 54-20202.



PUBLIC ANNOUNCEMENT (ELECTRICITY)

N.V. G.E.B.E. regrets to inform the general public that the electricity supply to:

Point Blanche
(Pelican Road, Peacock Road, Pigeon Road, Gullin Road, Trimstone Road, Back Bay and surrounding area)

will be interrupted on **Thursday, June 9th, 2016** from **9:00 am** until **4:00 pm**. The outage will allow us to carry out the necessary maintenance to our Distribution system.

We apologize for the inconvenience caused by this interruption and we thank you for your understanding as we continue to improve our service to the community of St. Maarten.

Sincerely,
N.V. G.E.B.E

NATO approves keeping expanded Afghan basing, in nod to long fight

BRUSSELS--The NATO alliance agreed on Wednesday to hold onto its broad geographic layout of bases in Afghanistan, a move that could make it easier for the United States to keep more troops there as Kabul struggles with a resurgent Taliban threat.

President Barack Obama has planned to slash the number of U.S. forces in Afghanistan from about 9,800 to 5,500 before he leaves office in 2017, despite calls from former commanders and envoys to halt the drawdown.

NATO defence ministers gathered in Brussels signaled

a willingness to stay, with Britain's Michael Fallon saying flatly at a news conference: "This is the wrong time to walk away from Afghanistan."

He warned that any collapse of the country would send thousands more migrants heading to Europe at a time when the continent already faces uncontrolled migration flows. Fallon said U.S. Defense Secretary Ash Carter told the ministers during closed-door talks that U.S. troop levels were again being reviewed.

Carter declined to confirm

that at a news conference, saying it was "not a topic of discussion." He said Obama would be willing to consider security conditions in Afghanistan and their impact on force levels later in the year.

"I expect he will do that again as the year goes on," Carter said. A U.S. official, speaking on condition of anonymity, said Carter did not tell NATO allies during the closed-door discussions that troop levels were being reexamined.

Obama has shown a willingness in the past to alter his plans in Afghanistan and last week approved giving the U.S. military greater ability to accompany and enable Afghan forces in offensive operations, including carrying out air strikes.

NATO Secretary-General Jens Stoltenberg said several nations on Wednesday committed to a troop presence next year in Afghanistan, underscoring a theme likely to figure prominently at next month's NATO summit in Warsaw. "With a regional presence, we will continue to advise, train and assist the Afghan national forces because we are very committed to continuing to support Afghans," Stoltenberg said.

The United States contributes 6,800 troops to NATO's training mission in Afghanistan, which will fall to 3,400 under the current plan, a senior NATO diplomat told a small group of reporters on condition of anonymity. Washington also carries out a unilateral counter-terrorism mission in Afghanistan.



U.S. Navy guided-missile destroyer USS Porter sets sail in the Bosphorus, on its way to the Black Sea in Istanbul, Turkey, June 6, 2016.

Russia warns NATO not to build up naval forces in the Black Sea

MOSCOW--A senior Russian diplomat on Wednesday warned NATO not to build up its naval forces in the Black Sea, saying such a move would undermine regional security and Moscow's already frayed ties with the alliance.

Russian state media reported earlier this month that the USS Porter, a U.S. naval destroyer, had entered the Black Sea on a routine deployment, a move it said raised hackles in Moscow because it had recently been fitted with a new missile system.

Under the Montreux Convention, countries which don't have a Black Sea coastline cannot keep their warships there for

more than 21 days. NATO members Turkey, Romania and Bulgaria are all Black Sea Basin countries.

Russia, which annexed Ukraine's Crimea in 2014, has its own Black Sea Fleet based at Sevastopol.

"If a decision is made to create a permanent force, of course, it would be destabilising, because this is not a NATO sea," Russian news agencies quoted Andrei Kelin, a senior Foreign Ministry official, as saying. "It (the Black Sea) has nothing to do with the alliance. I do not think this would improve our relations with NATO."

Kelin spoke ahead of a

NATO summit in Warsaw next month which is being held at a time when relations between Russia and the alliance are severely strained over Moscow's role in the Ukraine crisis. NATO is considering what more it can do to deter what it sees as growing Russian aggression. Moscow says it poses no threat to the alliance.

NATO Secretary-General Jens Stoltenberg on Wednesday criticised new Russian snap checks on combat readiness, saying they undermined stability. Russia's Defence Ministry retorted angrily, accusing NATO of fanning anti-Russian hysteria before its summit.

JOB VACANCY

Iron Shore Management N.V. is looking for a:

CHAMBER MAID / ROOM ATTENDANT

- Sweeping and mopping of the floors in suite rooms.
- Polishing of furniture, brass, copper and other items that need detailing in suites.
- Detailed cleaning of bath and bedrooms in suites.
- Changing of linen and drapes in suites.
- Replenishing of amenities in suite rooms.
- Must have pleasant and courteous personality to interact with guests.
- Must have minimum 3 years working experience.
- Must be hard working and able to work independently.

Applications must be submitted prior to July 14th, 2016.

Interested and qualified applicants can send or bring their resume to the offices located at:

Emerald Merit Road #10, Oyster Bay.
Please forward a copy of your application to the Labour Office.

For more info please

Call: 1 (721) 543-6040 / Fax: 543-6695 or
E-mail: mbrown@obbr.com



PUBLIC ANNOUNCEMENT (ELECTRICITY)

N.V. G.E.B.E. regrets to inform the general public that the electricity supply to:

Beacon Hill

(White Sands Road and Drive, Fan Coral, Sea Urchin, Staghorn Coral, Beachcomber, Beacon Hill Road and surrounding area)

will be interrupted on **Thursday, June 16th, 2016 from 9:00 am until 4:00 pm.** The outage will allow us to carry out the necessary maintenance to our Distribution system.

We apologize for the inconvenience caused by this interruption and we thank you for your understanding as we continue to improve our service to the community of St. Maarten.

Sincerely,
N.V. G.E.B.E.

NOTICE OF SERVICE OF PROCESS BY PUBLICATION

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EMPLOYMENT OPPORTUNITY

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Requirements:

- Males between the ages 23-45 years
- Dependable, reliable and flexible
- Physically fit and willing to work shifts
- Must be fluent in English, written and oral
- Must be disciplined and willing to follow instructions
- Clean Police Record a must
- ONLY Antilleans or persons with valid working documents

If you are interested in a challenging position and you meet our requirements, please send your application letter to the Labour Department and fax a copy to 54-20202.

Spanish minister linked to alleged smear campaign before election



Spain's Interior Minister Jorge Fernandez Diaz adjusts his collar while testifying at the interior commission in Parliament in Madrid, Spain, August 14, 2015.

MADRID--Spain's interior minister is facing calls to resign after leaked recordings linked him to an alleged smear campaign against political rivals in Catalonia, just four days before voters go to the polls for a repeat national election.

Online news outlet Politico on Tuesday published taped conversations between Jorge Fernandez Diaz and the head of Catalonia's anti-fraud office which appear to show him asking for information to discredit the region's largest pro-independence parties.

Diaz confirmed at a news conference on Wednesday that he had met twice in his office with the official, Daniel de Alfonso, but said the recordings were biased and lacked context. He ruled out resigning and called himself a "victim".

Publico made some of the recordings available on its website and said they were taped in 2014 when Catalonia held a referendum on

independence from Spain. Alfonso told Spanish radio stations on Wednesday that Diaz had "suggested" during their meetings that he make public an investigation into alleged illegal party financing, though without giving him any specific orders.

The leaders of Spain's three other main parties lined up to demand he step down, saying it was more evidence of misconduct within the ruling People's Party (PP) after a series of corruption scandals involving much of its top brass. "The PP exploits institutions. On June 26 we will make them resign in the election," the leader of the Socialist party, Pedro Sanchez, said on his Twitter account.

Publico see the conservative PP winning Sunday's vote, which was called after parties failed to form a coalition government following an election in December, with the Unidos Podemos alliance in second place, then the Socialists and Ciudadanos.



Spanish acting Prime Minister and PP leader Mariano Rajoy adjusts his tie at a campaign rally for Spain's upcoming general election in Torrijos, Spain, on Tuesday.

Human flights to Mars

Continued from page 28

asking to join the club now, so they want to do different things, resource mining, in situ research, tourism and that kind of stuff. There is a big community interested," he told Reuters.

"The moon village is a pit stop on the way to Mars," Woerner said, adding that new 3D printing technology could be used to build material and structures out of rocks and dust, doing away with the cost of transporting everything needed for a mission. "To test how to use

lunar material to build some structures, not only houses, but also for a telescope or whatever, will teach us also how to do it on Mars."

The ESA, working with Russia, in March sent a spacecraft on a seven-month journey as part of the agency's ExoMars mission, which will use an atmospheric probe to sniff out signs of life on Mars and deploy a lander to test technologies needed for a rover scheduled to follow in 2020.

Woerner said Europe was

looking at ways to lower the cost of launches but did not plan to copy Elon Musk's SpaceX, which is trying to develop relatively cheap, reusable launch vehicles.

"We should not copy. To follow and copy does not bring you into the lead. We are looking for totally different approaches," Woerner said, adding the ESA was examining all manner of new technologies, including air-breathing engines that do not need to tap into oxygen from a spacecraft's tank.

VACANCY



is looking for an:

(Integrated Control Technology) ICT Manager

- Must have minimum 3 years working experience at the capacity of ICT Manager in the gaming industry.
- Must have Bachelor's Degree or Technical Secondary certification.
- Must be able to manage information technology and computer systems in relation to ICT gaming standards.
- Must be able to plan, organize, control and evaluate IT and electronic gaming data operations.
- Must be able to utilize latest available technology to ensure security of data, network access and backup systems.
- Must be able to identify problematic areas and implement strategic solutions in time.
- Must be able to preserve assets, information security and control structures.
- Must have clean record of conduct.

Applications must be submitted before July 6th, 2016.

Applicants should be of Dutch nationality or in possession of valid working papers. Interested and qualified applicants can send or bring their resume to the office located at: Yogesh Commercial Complex Unit L2, A.J.C. Brouwers Rd., Cul-de-Sac or e-mail: info@labourxperts.com Please forward a copy of your application to the Labour Office (with all certificates and references). For more info please Call: 1 (721) 542 3178 / 1 (721) 542 3179 or Fax: 1 (721) 542 3176.

VACANCY



is looking for an:

Internal Auditor

- Must have minimum 3 years working experience at the capacity of Internal Auditor in the gaming industry;
- Must possess certification in Slot management and data analyses;
- Must possess analytical thinking and have attention to detail;
- Must have the ability to work effectively on your own and as part of a team;
- Must have strong ethical standards and high levels of integrity;
- Must have the ability to think objectively and demonstrate sound judgement;
- Must possess strong communication skills, both written and verbal;
- Must have organization and facilitation skills;
- Must be resilient under pressure;
- Must be flexible thinking and ability to adapt to change.

Applications must be submitted before July 6th, 2016.

Applicants should be of Dutch nationality or in possession of valid working papers. Interested and qualified applicants can send or bring their resume to the office located at: Yogesh Commercial Complex Unit L2, A.J.C. Brouwers Rd., Cul-de-Sac or e-mail: info@labourxperts.com Please forward a copy of your application to the Labour Office (with all certificates and references). For more info please Call: 1 (721) 542 3178 / 1 (721) 542 3179 or Fax: 1 (721) 542 3176.

NOTICE OF SERVICE OF PROCESS BY PUBLICATION

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EXHIBIT 6

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

SIXTEEN PLUS CORPORATION,

Plaintiff,

v.

MANAL MOHAMMED YOUSUF,

Defendant.

CIVIL CASE NO.: SX-16-CV-65

**ACTION FOR DECLARATORY
JUDGMENT**

MOTION FOR EXTENSION OF TIME

COMES NOW Defendant, Manal Mohammed Yousuf, by and through her undersigned counsel, and hereby files this Motion for Extension of Time to respond to the Complaint in the instant matter. Ms. Yousef was served with the Complaint and Summons in this case on or about April 4, 2016 in St. Maarten. Per Federal Rule of Civil Procedure 12(a)(1)(A)(1), applicable to this Court through Superior Court Rule 7, the deadline for her to respond to the complaint was April 25th.

Ms. Yousuf resides in a foreign nation and, as such, was unable to immediately retain counsel in St. Croix to defend this action. Ms. Yousuf has now retained counsel, which counsel needs time to investigate the allegations of the Complaint. As such, Ms. Yousuf requests an extension of time to June 30, 2016 to respond to the Complaint.

WHEREFORE, and for the foregoing reasons, Manal Mohammed Yousuf respectfully requests that her Motion for Extension of Time to Respond to the Complaint be **GRANTED**.

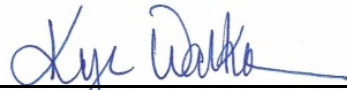


MOTION FOR EXTENSION OF TIME

RESPECTFULLY SUBMITTED,

THE WALKER LEGAL GROUP
Attorney for Plaintiff

DATED: June 10, 2016

BY:  _____
Kye Walker, Esq.
VI Bar No. 995
2201 Church Street, Suite #6
Christiansted, St. Croix
U.S. Virgin Islands 00820-4611
Telephone: (340) 773-0601
Fax: (888) 231-0601
kye@thewalkerlegalgroup.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on June 10, 2016, a true and correct copy of **MOTION FOR EXTENSION OF TIME** was served upon the following parties or their counsel as noted below:

BY HAND DELIVERY:

Mark W. Eckard, Esq.
Hamm Eckard, LLP
5030 Anchor Way, Suite 13
Christiansted, VI 00820-4692
Phone: (340) 773-6955
Fax: (855) 456-8784
meckard@hammeckard.com
Attorney for Plaintiff

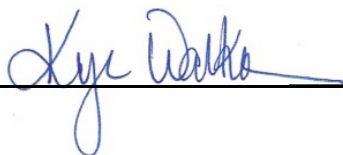
BY:  _____

EXHIBIT E

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

SIXTEEN PLUS CORPORATION,

Plaintiff,

v.

MANAL MOHAMMED YOUSUF,

Defendant.

CIVIL CASE NO.: SX-16-CV-65

**ACTION FOR DECLARATORY
JUDGMENT**

MOTION FOR EXTENSION OF TIME

COMES NOW Defendant, Manal Mohammed Yousuf, by and through her undersigned counsel, and hereby files this Motion for Extension of Time to respond to the Complaint in the instant matter. Ms. Yousef was served with the Complaint and Summons in this case on or about April 4, 2016 in St. Maarten. Per Federal Rule of Civil Procedure 12(a)(1)(A)(1), applicable to this Court through Superior Court Rule 7, the deadline for her to respond to the complaint was April 25th.

Ms. Yousuf resides in a foreign nation and, as such, was unable to immediately retain counsel in St. Croix to defend this action. Ms. Yousuf has now retained counsel, which counsel needs time to investigate the allegations of the Complaint. As such, Ms. Yousuf requests an extension of time to June 30, 2016 to respond to the Complaint.

WHEREFORE, and for the foregoing reasons, Manal Mohammed Yousuf respectfully requests that her Motion for Extension of Time to Respond to the Complaint be **GRANTED**.

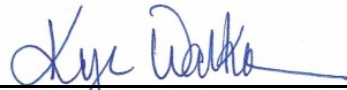


MOTION FOR EXTENSION OF TIME

RESPECTFULLY SUBMITTED,

THE WALKER LEGAL GROUP
Attorney for Plaintiff

DATED: June 10, 2016

BY: 

Kye Walker, Esq.
VI Bar No. 995
2201 Church Street, Suite #6
Christiansted, St. Croix
U.S. Virgin Islands 00820-4611
Telephone: (340) 773-0601
Fax: (888) 231-0601
kye@thewalkerlegalgroup.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on June 10, 2016, a true and correct copy of **MOTION FOR EXTENSION OF TIME** was served upon the following parties or their counsel as noted below:

BY HAND DELIVERY:

Mark W. Eckard, Esq.
Hamm Eckard, LLP
5030 Anchor Way, Suite 13
Christiansted, VI 00820-4692
Phone: (340) 773-6955
Fax: (855) 456-8784
meckard@hammeckard.com
Attorney for Plaintiff

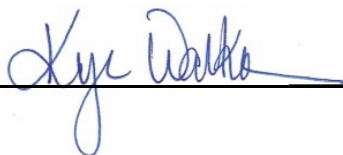
BY: 

EXHIBIT F

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 use and benefit:

To do and perform all and every act and thing whatsoever requisite and necessary to be done in relation to my interest as a Mortgage/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 Yusef to Fathi Yusuf
Real Estate Power of attorney
Page 2

ACKNOWLEDGMENT

Philipshurg)
) ss:
Sint Maarten)

On this 18th day of May, 2010, before me, the undersigned officer, personally appeared Manal Mohamad Yusef, 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]
Signature, Notary Public at Law
Francis Edgar Gijssbertha
My Commission Expires: is for life

APOSTILLE

(Convocation de La Haye du 5 octobre 1961)

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

CERTIFIED

- 5. at Sint Maarten
- 6. the 20-5-10
- 7. The Head of The Department of Civil Affairs
acting as Minister of The Netherlands Government
of the Island of Sint Maarten
- 8. No. 464
- 10. Signature:



Stamp: *[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 2.0967 U.S. Acres.
4. Road Plot No. 11, Estate Cane Garden, of approximately 0.0968 U.S. Acres.
5. Parcel No. 11, Estate Retreat, Matr. No. 37B of Company Quarter and Peter's Blinde, 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 Cranard, of approximately 41.0736, U.S. Acres.
9. Parcel No. 40, Estate Cranard 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 61.2558 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 Cranard, of approximately 0.4255 U.S. Acres.
17. Road Plot No. 6, Estate Diamond, of approximately 0.8510 U.S. Acres.



20nd Feb
 2:51 PM
 Recorded and Entered in Recorder's Book for the
 District of St. Croix, Virgin Islands of the U.S.A. at
 Page 1779
 No. 1102199 and noted in Real Property Records
 II: 32; 166 Page 227; 156; 364; 305 + 306
[Signature]
 2010



التجديدات
RENEWALS

Signature area with dotted lines.

توقيع صاحب الجواز
SIGNATURE OF HOLDER

THE HASHEMITE KINGDOM OF JORDAN المملكة الأردنية الهاشمية

	جواز سفر Passport	Type / نوع P	رمز دولة / Country Code JOR	رقم جواز سفر / Passport No. T518558
	الاسم / Name MANAL MOHAMMAD YOUSEF MOHAMMAD منال محمد يوسف محمد		تاريخ الميلاد / Date of Birth 1968	مكان الميلاد / Place of Birth AMMAN عمان
	النوع / Sex F	اسم الأم / Mother's Name MASOUDEH	تاريخ التوقيع / Date of Issue 21 MAY 2008	مكتب التوقيع / Authority AMMAN عمان
	تاريخ الانتهاء / Date of Expiry 20 MAY 2013	العنوان / Address Holland هولندا		

Non Machine Readable غير مقروء آليا



EXHIBIT G

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

SIXTEEN PLUS CORPORATION,)	
	)	Case No. SX-16-CV-0065
Plaintiff/Counter-Defendant,)	
	)	Action for Declaratory Judgment
v.)	
	)	JURY TRIAL DEMANDED
MANAL MOHAMMAD YOUSEF,)	
)	
<u>Defendant/Counter-Claimant.</u>)	

NOTICE OF SERVICE BY PUBLICATION

Sixteen Plus Corporation (“Plaintiff”) files this Notice of Service by Publication and states as follows:

1. On May 9, 2016, Plaintiff filed its Motion to Serve Defendant by Publication (the “Motion to Serve by Publication”).

2. On May 27, 2016, the Court granted Plaintiff’s Motion to Serve by Publication and Ordered as follows:

ORDERED that Plaintiff shall serve Defendant by publication in the form of summons attached to the Motion as Exhibit C thereto for a period of four consecutive weeks in each of the *St. Croix Avis* and the *The Daily Herald* of St. Maartin.

A copy of the Court’s May 27, 2016 Order is attached as **Exhibit A**.

3. Attached hereto as **Exhibit B** is a copy of the form of publication summons attached as Exhibit C to the Motion to Serve by Publication (the “Publication Summons”).

4. Attached hereto as **Exhibit C** is the Affidavit of the Business Manager of the *St. Croix Avis* averring that the Publication Summons was published in the *St. Croix Avis* on each of (i) June 3, 2016; (ii) June 10, 2016; (iii) June 17, 2016; and (iv) June 24, 2016.

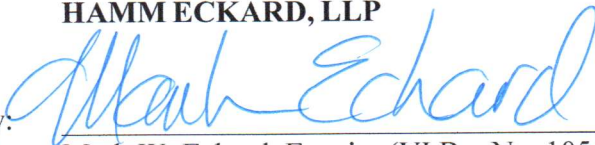
5. Attached hereto as **Exhibit D** is the Certification of Publication of the Head of Advertising for *The Daily Herald* of St. Maarten certifying that the Publication Summons was published in the *Daily Herald* on each of (i) June 2, 2016; (ii) June 9, 2016; (iii) June 16, 2016; and (iv) June 23, 2016, together with actual copies of the pages in which the Publication Summons was published, each showing the date and page number of publication.

Respectfully submitted,

HAMMECKARD, LLP

Dated: May 18, 2017

By:



Mark W. Eckard, Esquire (VI Bar No. 1051)
5030 Anchor Way, Ste. 13
Christiansted, VI 00824
Phone: (340) 773-6955
Facsimile (302) 543-2455
Email: meckard@hammeckard.com

Counsel to Sixteen Plus Corporation

CERTIFICATE OF SERVICE

I certify that this document complies with the page limitation set forth in V.I.R.Civ.P. 6-1(e), and that on May 18, 2017, I caused a copy of the foregoing document to be served via email and to be mailed via regular United States Mail, postage pre-paid, to:

James Hymes VI, Esq.

Bar No. 264

P.O. Box 990

St. Thomas, Virgin Islands 00804-0990

jjm@hymeslawvlcom

rauna@hvmeslawvi.com

Counsel for Manal Yousef



EXHIBIT A

KAM

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

SIXTEEN PLUS CORPORATION,)	
	)	Civil No. SX-16-CV-65
Plaintiff,)	
	)	ACTION FOR
v.	)	DECLARATORY JUDGMENT
)	
MANAL MOHAMMAD YOUSEF,)	
)	
Defendant.)	

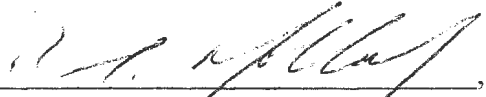
ORDER

UPON CONSIDERATION of Plaintiff's Motion to Serve Defendant by Publication (the "Motion") and the court being fully advised in the premises;

IT IS HEREBY ORDERED, that Plaintiff's Motion is GRANTED as set forth herein, and it is further

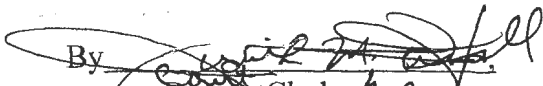
ORDERED that Plaintiff shall serve Defendant by publication of the form of summons attached to the Motion as Exhibit C thereto for a period of four consecutive weeks in each of the *St. Croix Avis* and the *The Daily Herald* of St. Maartin.

DATED 5/27/16


 HONORABLE ROBERT A. MOLLOY
 SUPERIOR COURT JUDGE

ATTEST:

ESTRELLA H. GEORGE
Clerk of the Court

By 
 Deputy Clerk Sup
 5/27/16


CERTIFIED TO BE TRUE COPY
 This 27 day May 16
 ESTRELLA H. GEORGE
 CLERK OF THE COURT
 By  Court Clerk Sup

EXHIBIT B

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

SIXTEEN PLUS CORPORATION,)	
	)	Civil No. SX-15-CV-65
Plaintiff,)	
	)	ACTION FOR
v.	)	DECLARATORY JUDGMENT
)	
MANAL MOHAMMAD YOUSEF,)	
)	
Defendant.)	

PROPOSED FORM OF SUMMONS TO BE PUBLISHED

Plaintiff, by and through counsel Mark Eckard, will publish the following in *The St. Croix Avis* and *The Daily Herald* of St. Maartin for service by publication on Defendant, Manal Mohammad Yousef.

“NOTICE OF SERVICE OF PROCESS BY PUBLICATION Territory of the United States Virgin Islands, Superior Court of the Virgin Islands, St. Croix Division, Civil No. SX-15-CV-65, In the Matter of Sixteen Plus Corporation v. Manal Mohammad Yousef. TAKE NOTICE that a complaint regarding your purported security interest in real property located within the Territory of the United States Virgin Islands has been filed. You may contact the Clerk of Court at the Superior Court of the Virgin Islands, District of St. Croix at 340-778-9750 regarding the complaint filed against you.”

EXHIBIT C

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

SIXTEEN PLUS CORPORATION
VS

In the Matter of MANAL MOHAMMAD
CIVIL No. SX-15-CV-65 20 16

I, the undersigned, BUSINESS MANAGER
of "The St. Croix Avis" a daily newspaper published in the Town of
Christiansted, Island of St. Croix, Virgin Islands, of the United States
of America, do hereby certify that the below mentioned notice was
published in said newspaper once a week for 4 consecutive
weeks, viz: 5/3, 10, 17, 24/2016

NOTICE OF SERVICE OF PROCESS BY PUBLICATION
Territory of the United States Virgin Islands, Superior Court of the Virgin
Islands, St. Croix Division, Civil No. SX-15-CV-65, In the Matter of Sixteen
Plus Corporation V. Manal Mohammad Yousef. TAKE NOTICE that a
complaint regarding your purported security interest in real property
located within the Territory of the United States Virgin Islands has been filed.
You may contact the Clerk or Court at the Superior Court of the Virgin Islands,
District of St. Croix at 340-778-9750 regarding the complaint filed against
you. 6/3,10,17,24/2016

Christiansted, St. Croix, June 24th 2016
Manal Mohammad

Sworn to and subscribed before me this 24th day of
June 2016

Esther Felix
NOTARY PUBLIC
Name: Esther Felix
My Commission Exps: October 21, 2019
NP Commission #: NP-117-15
St. Croix, USVI District

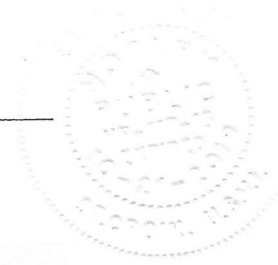


EXHIBIT D

CERTIFICATION OF PUBLICATION

In the Matter of Sixteen Plus Corporation v. Manal Mohammad Yousef, Case Number SX-15-CV-65, I, the undersigned, Moira Marcelle, Head of Advertising of "The Daily Herald a daily newspaper published in the town of Philipsburg, Island of St. Maarten, Dutch Caribbean, do hereby certify that the notice below was published in The Daily Herald once a week for four (4) consecutive weeks, and was printed on June 2nd, 9th, 16th and 23rd of 2016.

**NOTICE OF SERVICE OF
PROCESS BY PUBLICATION**

Territory of the United States Virgin Islands, Superior Court of the Virgin Islands, St. Croix Division, Civil No. SX-15-CV-65, In the Matter of Sixteen Plus Corporation V. Manal Mohammad Yousef.

TAKE NOTICE that a complaint regarding your purported security interest in real property located within the Territory of the United States Virgin Islands has been filed. You may contact the Clerk of Court at the Superior Court of the Virgin Islands, District of St. Croix at 340-778-9750 regarding the complaint filed against you.

I hereby certify that the foregoing is true and correct.

THE DAILY HERALD

Dated: May 18, 2017

By:


Moira Marcelle, Head of Advertising

THE CARIBBEAN HERALD N.V.
d.b.a.

The Daily Herald

Canada wildfire evacuees face cleanup as they return home

FORT MCMURRAY, Alberta—Thousands of evacuees who fled a massive wildfire that hit Fort McMurray made an emotional return to their homes on Wednesday, facing a massive cleanup and uncertainty over their safety as the devastated Canadian oil city begins to rebuild.

More than 90,000 fled the remote northern Alberta city as the fire hit a month ago, engulfing some neighborhoods while sparing others. Premier Rachel Notley told reporters about half of the 15,000 expected to return on Wednesday had done so by noon as a two-week staged re-entry begins.

Standing outside one of the few supermarkets open

in Fort McMurray, Jessica Kogitowisz, 23, breathed a sigh of relief as she talked about her townhouse, untouched by the disaster. But for her brother-in-law standing next to her, the news was bad: his house charred to the ground.

“It’s definitely emotional. I’m happy to be back. The town is our home, but their personal home where they go every day is gone,” Kogitowisz said of her relative.

The blaze, which destroyed about 10 percent of the city’s homes, was a blow to a community already reeling from a two-year oil price slump. It shuttered more than a million barrels per day of crude production, though some facilities have resumed operations

even as acrid smoke lingered in the air.

In some areas south of Fort McMurray, the wildfire is still burning out of control. The blaze now covers about 581,695 hectares (1.43 million acres).

Scorched trees lined Highway 63, the only route into the city. An expected crush of traffic failed to materialize as residents slowly made their way back to the devastated area. On one overpass, a huge Canadian flag hung between two fire trucks. Billboards along the road welcomed residents home.

Authorities have told those returning to bring two weeks’ worth of food, water and prescription medication. Returnees



Convenience store manager Sunny Katoch paints a welcome sign on the back door as residents begin to flood back into their city after being evacuated due to raging wildfires in Fort McMurray, Alberta, Canada, on Wednesday.

have also been told to scrub walls, and clean all clothing and bedding, upholstery of items that remained in their houses during the evacuation.

The area is under a boil-water advisory and the local hospital’s capabilities are limited. Some stores, restaurants and gas stations were open on Wednesday.

Notley has said conditions will be assessed on a daily basis and the re-entry schedule may be adjusted if the situation changes.

NISSAN VACANCY

An exciting opportunity of joining our team exists at Saint Martin Cars for a responsible and experienced:

Professional Detailer

In this role your key responsibilities will include:

- Washing vehicles to the required standard to present a positive image of Nissan.
- Pick up, delivery & fueling of vehicles when required.
- Other tasks and duties as required and directed from time to time by management.

Qualifications:

You must be a resident of St. Maarten or have a valid working permit to be able to apply for this position. A driver’s license is required.

Are you suitable for this vacancy, or know someone who is? If so, please send your resume to info@outofboxmedia.sx or call +1 (721) 544-3049 for more information.

VACANCY

MERCHANTS MARKET ST. MAARTEN N.V.

is looking for a:

Driver/Warehouse Attendant

Must have driver’s license B and C. Only Antillean or person with valid work-permit. Apply in person at: Orange Grove Road # 4, Cole Bay. Telephone #: 544-4248

VACANCY

Phimaca Car Rental N.V. d.b.a. Hertz is currently seeking:

Car Washers

Applicants must be a resident of St. Maarten or have a valid work permit.

Responsibilities of the Car Washers are: cleaning the interior and exterior of the cars on a daily basis.

Must be presentable and can articulate well.

Must be 18 or older.

Please request an application form from Hertz Car Rental N.V. located at Airport Road #82, Simpson Bay.

Submit completed form and C.V. at same location.

Good News Christian Academy

is still accepting APPLICATIONS for K1 and K2

Date: June 4th
Time: 10.00—13.00
Venue: Good News Baptist Church in St. Peters

Or fill out your application online:
<http://goo.gl/forms/LHpkaUQ0AU>

For info call: 553 4231 or 580 1248

Mission:
 To build Godly character by educating the youth in a Christ centered environment where a love for Christ is exhibited.

What we believe:

- Education must be focused on truth of which God is the ultimate source
- God has created all children with unique abilities, skills and talents.

NOTICE OF SERVICE OF PROCESS BY PUBLICATION

Territory of the United States Virgin Islands, Superior Court of the Virgin Islands, St. Croix Division, Civil No. SX-15-CV-65, In the Matter of Sixteen Plus Corporation V. Manal Mohammad Yousef.

TAKE NOTICE that a complaint regarding your purported security interest in real property located within the Territory of the United States Virgin Islands has been filed. You may contact the Clerk of Court at the Superior Court of the Virgin Islands, District of St. Croix at 340-778-9750 regarding the complaint filed against you.



Four more persons were detained on Tuesday as part of the "Ninja" investigation in Curaçao. It regards the drugs probe in which a parliamentarian's son is also one of a total of nine local suspects. Three house searches were conducted in Esperanzaweg, Santo Domingoweg and Donkerstraat. Authorities confiscated drugs, cash and cell phones. During the first raids on May 24 a luxury car (photo), firearms and ammunition had also been seized.



A fire was set inside Aruba's KLA prison on Wednesday, but could be extinguished relatively quickly as guards brought inmates of that section to safety. While nobody was hurt, 15 persons -both personnel and detainees- experienced respiratory problems due to smoke inhalation and were treated on site by paramedics. Recently appointed director Rocco Tjon thinks the action came in response to early morning cell controls during which mobile phones, stabbing weapons and drugs had been confiscated. "It's our job to keep these items out of the hands of prisoners. They are not going to determine the policy," he warned. An investigation is underway.



Bonaire's Royal Decorations Committee consisting of Robert Sances, Elka Coffi, Lucia Anthony, Jeannine Wing Loi Sing and Mary Tjin-Asjoe is welcoming nominations, accompanied by motivations and references of candidate recipients for next year's annual King's Day award ceremony until July 15. After that those they approve go to the Island Governor for advice and on to the Netherlands via the National Representative.



Curaçao political parties "Movementu Patriotiko Kòrsou" (MPK) and "Movementu Kiratay" have joined forces as the new "Movementu Kiratay Patriotiko Kòrsou" (MKPK) party, it was announced during a press conference. An integral and structural development master plan to guide the functioning of the nine ministries is to be laid down in the law. They say the island has been governed without such a vision for 60 years and repaying favours to campaign financiers was the order of the day. MKPK intends to attempt to put an end to this situation if elected into Parliament on September 30.

NOTICE OF SERVICE OF PROCESS BY PUBLICATION

Territory of the United States Virgin Islands, Superior Court of the Virgin Islands, St. Croix Division, Civil No. SX-15-CV-65, In the Matter of Sixteen Plus Corporation V. Manal Mohammad Yusef.

TAKE NOTICE that a complaint regarding your purported security interest in real property located within the Territory of the United States Virgin Islands has been filed. You may contact the Clerk of Court at the Superior Court of the Virgin Islands, District of St. Croix at 340-778-9750 regarding the complaint filed against you.



EMPLOYMENT OPPORTUNITY

Checkmate Security Services N.V. your leading Security Company is seeking Security Officers to carry out their daily operations in St. Maarten.

Requirements:

- Males between the ages 23-45 years
- Dependable, reliable and flexible
- Physically fit and willing to work shifts
- Must be fluent in English, written and oral
- Must be disciplined and willing to follow instructions
- Clean Police Record a must
- ONLY Antilleans or persons with valid working documents

If you are interested in a challenging position and you meet our requirements, please send your application letter to the Labour Department and fax a copy to 54-20202.



PUBLIC ANNOUNCEMENT (ELECTRICITY)

N.V. G.E.B.E. regrets to inform the general public that the electricity supply to:

Point Blanche
(Pelican Road, Peacock Road, Pigeon Road, Gullin Road, Trimstone Road, Back Bay and surrounding area)

will be interrupted on **Thursday, June 9th, 2016** from **9:00 am** until **4:00 pm**. The outage will allow us to carry out the necessary maintenance to our Distribution system.

We apologize for the inconvenience caused by this interruption and we thank you for your understanding as we continue to improve our service to the community of St. Maarten.

Sincerely,
N.V. G.E.B.E

NATO approves keeping expanded Afghan basing, in nod to long fight

BRUSSELS--The NATO alliance agreed on Wednesday to hold onto its broad geographic layout of bases in Afghanistan, a move that could make it easier for the United States to keep more troops there as Kabul struggles with a resurgent Taliban threat.

President Barack Obama has planned to slash the number of U.S. forces in Afghanistan from about 9,800 to 5,500 before he leaves office in 2017, despite calls from former commanders and envoys to halt the drawdown.

NATO defence ministers gathered in Brussels signaled

a willingness to stay, with Britain's Michael Fallon saying flatly at a news conference: "This is the wrong time to walk away from Afghanistan."

He warned that any collapse of the country would send thousands more migrants heading to Europe at a time when the continent already faces uncontrolled migration flows. Fallon said U.S. Defense Secretary Ash Carter told the ministers during closed-door talks that U.S. troop levels were again being reviewed.

Carter declined to confirm

that at a news conference, saying it was "not a topic of discussion." He said Obama would be willing to consider security conditions in Afghanistan and their impact on force levels later in the year.

"I expect he will do that again as the year goes on," Carter said. A U.S. official, speaking on condition of anonymity, said Carter did not tell NATO allies during the closed-door discussions that troop levels were being reexamined.

Obama has shown a willingness in the past to alter his plans in Afghanistan and last week approved giving the U.S. military greater ability to accompany and enable Afghan forces in offensive operations, including carrying out air strikes.

NATO Secretary-General Jens Stoltenberg said several nations on Wednesday committed to a troop presence next year in Afghanistan, underscoring a theme likely to figure prominently at next month's NATO summit in Warsaw. "With a regional presence, we will continue to advise, train and assist the Afghan national forces because we are very committed to continuing to support Afghans," Stoltenberg said.

The United States contributes 6,800 troops to NATO's training mission in Afghanistan, which will fall to 3,400 under the current plan, a senior NATO diplomat told a small group of reporters on condition of anonymity. Washington also carries out a unilateral counter-terrorism mission in Afghanistan.



U.S. Navy guided-missile destroyer USS Porter sets sail in the Bosphorus, on its way to the Black Sea in Istanbul, Turkey, June 6, 2016.

Russia warns NATO not to build up naval forces in the Black Sea

MOSCOW--A senior Russian diplomat on Wednesday warned NATO not to build up its naval forces in the Black Sea, saying such a move would undermine regional security and Moscow's already frayed ties with the alliance.

Russian state media reported earlier this month that the USS Porter, a U.S. naval destroyer, had entered the Black Sea on a routine deployment, a move it said raised hackles in Moscow because it had recently been fitted with a new missile system.

Under the Montreux Convention, countries which don't have a Black Sea coastline cannot keep their warships there for

more than 21 days. NATO members Turkey, Romania and Bulgaria are all Black Sea Basin countries.

Russia, which annexed Ukraine's Crimea in 2014, has its own Black Sea Fleet based at Sevastopol.

"If a decision is made to create a permanent force, of course, it would be destabilising, because this is not a NATO sea," Russian news agencies quoted Andrei Kelin, a senior Foreign Ministry official, as saying. "It (the Black Sea) has nothing to do with the alliance. I do not think this would improve our relations with NATO."

Kelin spoke ahead of a

NATO summit in Warsaw next month which is being held at a time when relations between Russia and the alliance are severely strained over Moscow's role in the Ukraine crisis. NATO is considering what more it can do to deter what it sees as growing Russian aggression. Moscow says it poses no threat to the alliance.

NATO Secretary-General Jens Stoltenberg on Wednesday criticised new Russian snap checks on combat readiness, saying they undermined stability. Russia's Defence Ministry retorted angrily, accusing NATO of fanning anti-Russian hysteria before its summit.

JOB VACANCY

Iron Shore Management N.V. is looking for a:

CHAMBER MAID / ROOM ATTENDANT

- Sweeping and mopping of the floors in suite rooms.
- Polishing of furniture, brass, copper and other items that need detailing in suites.
- Detailed cleaning of bath and bedrooms in suites.
- Changing of linen and drapes in suites.
- Replenishing of amenities in suite rooms.
- Must have pleasant and courteous personality to interact with guests.
- Must have minimum 3 years working experience.
- Must be hard working and able to work independently.

Applications must be submitted prior to July 14th, 2016.

Interested and qualified applicants can send or bring their resume to the offices located at:

Emerald Merit Road #10, Oyster Bay.
Please forward a copy of your application to the Labour Office.

For more info please

Call: 1 (721) 543-6040 / Fax: 543-6695 or
E-mail: mbrown@obbr.com



PUBLIC ANNOUNCEMENT (ELECTRICITY)

N.V. G.E.B.E. regrets to inform the general public that the electricity supply to:

Beacon Hill

(White Sands Road and Drive, Fan Coral, Sea Urchin, Staghorn Coral, Beachcomber, Beacon Hill Road and surrounding area)

will be interrupted on **Thursday, June 16th, 2016 from 9:00 am until 4:00 pm.** The outage will allow us to carry out the necessary maintenance to our Distribution system.

We apologize for the inconvenience caused by this interruption and we thank you for your understanding as we continue to improve our service to the community of St. Maarten.

Sincerely,
N.V. G.E.B.E.

NOTICE OF SERVICE OF PROCESS BY PUBLICATION

Territory of the United States Virgin Islands, Superior Court of the Virgin Islands, St. Croix Division, Civil No. SX-15-CV-65, In the Matter of Sixteen Plus Corporation V. Manal Mohammad Yousef.

TAKE NOTICE that a complaint regarding your purported security interest in real property located within the Territory of the United States Virgin Islands has been filed. You may contact the Clerk of Court at the Superior Court of the Virgin Islands, District of St. Croix at 340-778-9750 regarding the complaint filed against you.



EMPLOYMENT OPPORTUNITY

Checkmate Security Services N.V. your leading Security Company is seeking Security Officers to carry out their daily operations in St. Maarten.

Requirements:

- Males between the ages 23-45 years
- Dependable, reliable and flexible
- Physically fit and willing to work shifts
- Must be fluent in English, written and oral
- Must be disciplined and willing to follow instructions
- Clean Police Record a must
- ONLY Antilleans or persons with valid working documents

If you are interested in a challenging position and you meet our requirements, please send your application letter to the Labour Department and fax a copy to 54-20202.

Spanish minister linked to alleged smear campaign before election



Spain's Interior Minister Jorge Fernandez Diaz adjusts his collar while testifying at the interior commission in Parliament in Madrid, Spain, August 14, 2015.

MADRID--Spain's interior minister is facing calls to resign after leaked recordings linked him to an alleged smear campaign against political rivals in Catalonia, just four days before voters go to the polls for a repeat national election.

Online news outlet Politico on Tuesday published taped conversations between Jorge Fernandez Diaz and the head of Catalonia's anti-fraud office which appear to show him asking for information to discredit the region's largest pro-independence parties.

Diaz confirmed at a news conference on Wednesday that he had met twice in his office with the official, Daniel de Alfonso, but said the recordings were biased and lacked context. He ruled out resigning and called himself a "victim".

Publico made some of the recordings available on its website and said they were taped in 2014 when Catalonia held a referendum on

independence from Spain. Alfonso told Spanish radio stations on Wednesday that Diaz had "suggested" during their meetings that he make public an investigation into alleged illegal party financing, though without giving him any specific orders.

The leaders of Spain's three other main parties lined up to demand he step down, saying it was more evidence of misconduct within the ruling People's Party (PP) after a series of corruption scandals involving much of its top brass. "The PP exploits institutions. On June 26 we will make them resign in the election," the leader of the Socialist party, Pedro Sanchez, said on his Twitter account.

Publico see the conservative PP winning Sunday's vote, which was called after parties failed to form a coalition government following an election in December, with the Unidos Podemos alliance in second place, then the Socialists and Ciudadanos.



Spanish acting Prime Minister and PP leader Mariano Rajoy adjusts his tie at a campaign rally for Spain's upcoming general election in Torrijos, Spain, on Tuesday.

Human flights to Mars

Continued from page 28

asking to join the club now, so they want to do different things, resource mining, in situ research, tourism and that kind of stuff. There is a big community interested," he told Reuters.

"The moon village is a pit stop on the way to Mars," Woerner said, adding that new 3D printing technology could be used to build material and structures out of rocks and dust, doing away with the cost of transporting everything needed for a mission. "To test how to use

lunar material to build some structures, not only houses, but also for a telescope or whatever, will teach us also how to do it on Mars."

The ESA, working with Russia, in March sent a spacecraft on a seven-month journey as part of the agency's ExoMars mission, which will use an atmospheric probe to sniff out signs of life on Mars and deploy a lander to test technologies needed for a rover scheduled to follow in 2020.

Woerner said Europe was

looking at ways to lower the cost of launches but did not plan to copy Elon Musk's SpaceX, which is trying to develop relatively cheap, reusable launch vehicles.

"We should not copy. To follow and copy does not bring you into the lead. We are looking for totally different approaches," Woerner said, adding the ESA was examining all manner of new technologies, including air-breathing engines that do not need to tap into oxygen from a spacecraft's tank.

VACANCY



is looking for an:

(Integrated Control Technology) ICT Manager

- Must have minimum 3 years working experience at the capacity of ICT Manager in the gaming industry.
- Must have Bachelor's Degree or Technical Secondary certification.
- Must be able to manage information technology and computer systems in relation to ICT gaming standards.
- Must be able to plan, organize, control and evaluate IT and electronic gaming data operations.
- Must be able to utilize latest available technology to ensure security of data, network access and backup systems.
- Must be able to identify problematic areas and implement strategic solutions in time.
- Must be able to preserve assets, information security and control structures.
- Must have clean record of conduct.

Applications must be submitted before July 6th, 2016.

Applicants should be of Dutch nationality or in possession of valid working papers. Interested and qualified applicants can send or bring their resume to the office located at: Yogesh Commercial Complex Unit L2, A.J.C. Brouwers Rd., Cul-de-Sac or e-mail: info@labourxperts.com Please forward a copy of your application to the Labour Office (with all certificates and references). For more info please Call: 1 (721) 542 3178 / 1 (721) 542 3179 or Fax: 1 (721) 542 3176.

VACANCY



is looking for an:

Internal Auditor

- Must have minimum 3 years working experience at the capacity of Internal Auditor in the gaming industry;
- Must possess certification in Slot management and data analyses;
- Must possess analytical thinking and have attention to detail;
- Must have the ability to work effectively on your own and as part of a team;
- Must have strong ethical standards and high levels of integrity;
- Must have the ability to think objectively and demonstrate sound judgement;
- Must possess strong communication skills, both written and verbal;
- Must have organization and facilitation skills;
- Must be resilient under pressure;
- Must be flexible thinking and ability to adapt to change.

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EXHIBIT 2



Donovan M. Hamm, Jr.
Virgin Islands and Maryland

Mark W. Eckard
Virgin Islands and Delaware

Robert A. Waldman
Virgin Islands, Texas and Iowa

340.773.6955

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May 18, 2017

VIA EMAIL and FIRST CLASS U.S. MAIL

James L. Hymes, III, Esquire
Law Offices of James L. Hymes, III, P.C.
P.O. Box 990
St. Thomas, VI 00804-0990
Email: jim@hymeslawvi.com

RE: Notice Pursuant to V.I.R.Civ.P. 11

Dear Attorney Hymes:

This notice and the attachments sent together herewith are being sent to you pursuant to V.I.R. Civ.P. 11 because of the document you filed in Sixteen Plus Corporation v. Manal Mohammad Yousef, Virgin Islands Superior Court Case No. SX-16-CV-0065, entitled "*Yousef's Motion to Dismiss for Lack of Personal Jurisdiction, Insufficient Process, and Insufficient Service of Process or, in the Alternative, Motion to Quash Service and Motion to Stay.*"

PLEASE TAKE NOTICE that my client will file the attached motion for Rule 11 Sanctions, as well as the accompanying memorandum, unless you take the appropriate steps to comply with the "safe harbor" provisions of V.I.R.Civ.P. 11(c)(2) within 21 days from today.

PLEASE TAKE FURTHER NOTICE that the factual and legal bases for this notice are set forth in the attached draft pleadings, which are incorporated herein by reference. If you have any questions or concerns regarding this notice, please do not hesitate to call me at 340.514.2690.

Sincerely,

Mark W. Eckard, Esquire
Counsel to Sixteen Plus Corporation