

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

MANAL MOHAMMAD YOUSEF,	)	
a/k/a MANAL MOHAMAD YOUSEF,	)	
	)	CIVIL NO. SX-17-CV-342
Plaintiff,	)	
	)	ACTION FOR DEBT AND
vs.	)	FORECLOSURE OF REAL
	)	PROPERTY MORTGAGE
SIXTEEN PLUS CORPORATION,	)	
	)	COUNTERCLAIM FOR
Defendant.	)	DAMAGES
<hr/>		
	)	JURY TRIAL DEMANDED
SIXTEEN PLUS CORPORATION,	)	
	)	
Counterclaim Plaintiff,	)	
	)	
Vs.	)	
	)	
MANAL MOHAMMAD YOUSEF a/k/a	)	
MANAL MOHAMAD YOUSEF and	)	
FATHI YUSUF,	)	
	)	
Counterclaim Defendants.	)	
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**NOTICE OF SERVICE OF  
PLAINTIFF/COUNTERCLAIM DEFENDANT MANAL MOHAMMAD YOUSEF'S  
FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS TO  
DEFENDANT/COUNTERCLAIM PLAINTIFF SIXTEEN PLUS CORPORATION**

TO: THE HON. ESTRELLA H. GEORGE  
Clerk of the Court  
SUPERIOR COURT OF THE VIRGIN ISLANDS  
Division of St. Croix  
RFD 2, Kingshill, St. Croix  
U.S. Virgin Islands 00850

The Plaintiff/Counterclaim Defendant, **MANAL MOHAMMAD YOUSEF a/k/a MANAL MOHAMAD YOUSEF**, by and through her undersigned attorney, James L. Hymes, III, and pursuant to the provisions of V.I. R. Civ. P. 34, provides notice that she has served her First Request for the Production of Documents to the Defendant/Counterclaim Plaintiff **SIXTEEN PLUS CORPORATION**, by serving the original of same upon its counsel, Joel H. Holt, Esq., with copies to the remaining counsel of record as set forth in the Certificate of Service, below.

Respectfully Submitted,

DATED: June 19, 2018.

**LAW OFFICES OF JAMES L. HYMES, III, P.C.**  
*Counsel for Plaintiff/Counterclaim Defendant–  
Manal Mohammad Yousef  
a/k/a Manal Mohamad 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](mailto:jim@hymeslawvi.com);  
[rauna@hymeslawvi.com](mailto:rauna@hymeslawvi.com)

**CERTIFICATE OF SERVICE**

I hereby certify this document complies with the page or word limitation set forth in V.I. R. Civ. P. 6-1(e), and that on this the 19<sup>th</sup> day of June, 2018, I caused an exact copy of the foregoing ***“Notice Of Service Of Plaintiff/Counterclaim Plaintiff Manal Mohammad Yousef’s First Set Of Requests For Production Of Documents To Defendant/Counterclaim Plaintiff Sixteen Plus Corporation”*** to be served electronically by e-mail, and by mailing same, postage pre-paid, to the following counsel of record:

**JOEL H. HOLT, ESQ.**

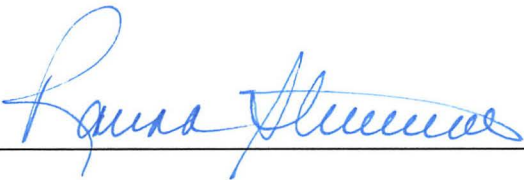
LAW OFFICES OF JOEL H. HOLT  
2132 Company Street  
Christiansted, USVI, 00820  
[holtvi.plaza@gmail.com](mailto:holtvi.plaza@gmail.com)

***Counsel for Defendant/Counterclaim Plaintiff Sixteen Plus Corporation***

**CARL J. HARTMANN, III, ESQ.**

5000 Estate Coakley Bay, L-6  
Christiansted, VI 00820  
[carl@carlhartmann.com](mailto:carl@carlhartmann.com)

***Co-Counsel for Defendant/Counterclaim Plaintiff Sixteen Plus Corporation***



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

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Defendant.	)	DAMAGES
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	)	JURY TRIAL DEMANDED
SIXTEEN PLUS CORPORATION,	)	
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Counterclaim Plaintiff,	)	
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Vs.	)	
	)	
MANAL MOHAMMAD YOUSEF a/k/a	)	
MANAL MOHAMAD YOUSEF and	)	
FATHI YUSUF,	)	
	)	
Counterclaim Defendants.	)	

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**PLAINTIFF/COUNTERCLAIM DEFENDANT MANAL MOHAMMAD YOUSEF'S  
FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS TO  
DEFENDANT/COUNTERCLAIM PLAINTIFF SIXTEEN PLUS CORPORATION**

**TO: SIXTEEN PLUS CORPORATION,** Defendant/Counterclaim Plaintiff  
c/o Joel H. Holt, Esq.  
LAW OFFICES OF JOEL H. HOLT  
2132 Company Street  
Christiansted, USVI, 00820  
[holtvi.plaza@gmail.com](mailto:holtvi.plaza@gmail.com)  
***Counsel for Sixteen Plus Corporation***

Plaintiff/Counterclaim Defendant, **MANAL MOHAMMAD YOUSEF a/k/a MANAL MOHAMAD YOUSEF** (hereinafter "**Manal Yousef**"), by her undersigned counsel, propounds the following First Request for Production of Documents pursuant to Rule 26(d)(2) and 34 of the Virgin Islands Rules of Civil Procedure (V.I. R. CIV. P.) on the Defendant/Counterclaim Plaintiff **SIXTEEN PLUS CORPORATION**, by serving the original of same upon its counsel, Joel H. Holt, Esq., with copies to the remaining counsel of record as set forth in the Certificate of Service, below.

### INSTRUCTIONS

In responding to these Requests for Production of Documents, the following instructions shall apply:

1. The obligations imposed by V.I. R. CIV. P.26 and 34 are hereby incorporated, including, but not limited to, the duty to supplement imposed by V.I. R. CIV. P. 26(e).

2. If you lack information to respond to a particular request for production, in whole or in part, you shall state or identify: a) the currently available information; b) any currently unavailable information; c) the efforts you have taken, or will take, to obtain the currently unavailable information; and d) when you expect to obtain this information. Further, if you believe that any other individual or entity may have information that responds to a specific request, in whole or in part, you shall provide the individual or entity's: a) name, address and telephone number and b) a brief description of the information you believe the entity or individual possesses.

3. Whenever in these requests for production you are directed to produce or "identify" a "document," you shall, besides providing the document itself (if asked to produce), state or identify the following: a) the date the document was prepared; b) the name, address and telephone number of each author or signatory; c) the name, address and telephone number of each recipient (both addressee and recipients of copies); d) the document type (e.g., letter, memorandum, report, etc.); e) the document title; f) the document's control number or Bates number; and g) the name, address and telephone number of the document's custodian.

4. If you no longer possess any document the Defendant requests, you shall state or identify: a) the date the document was prepared; b) the name, address and telephone number of each author or signatory; c) the name, address and telephone number of each recipient; d) the document type (e.g., letter, memorandum, report, etc.); e) what was done with the document; f) the name, address and telephone number of each individual responsible for, or otherwise involved with, transferring or disposing of the document; and g) reason(s) the document was disposed of or transferred; and h) the name, address and telephone of the document's custodian, if known.

5. If you believe any information the Defendant requests is privileged and/or protected, in whole or in part, you shall provide the following: a) the document's title; b) the document type (e.g., memorandum, letter, report, email etc.), c) the name, address and telephone number of each author or signatory; d) the name, address and telephone number of each recipient; e) the date the document was prepared; f) the privilege(s) and/or protection(s) you are asserting; g) your factual bases for asserting the

privilege(s) and/or protection(s); and h) a summary of the information you are not producing to enable a court of competent jurisdiction to rule whether the information is privileged and for protected.

6. If you redact anything from a document it produces in response to these requests for production, you shall state or provide the following: a) a summary of the deleted information; b) the reason(s) for deleting the information; and c) the name, address and telephone number of each person responsible for, or otherwise involved with, deleting the information.

7. You shall respond to each of these requests for production to the fullest extent possible, and in good faith, preserving any valid objections you may have. You may further ask the Defendant's attorney to clarify or limit any request for production you believe is vague or unduly burdensome.

8. Whenever these requests for production use any word in the plural, you shall understand the word to include the singular as necessary to make the request for production inclusive rather than exclusive. Further, whenever these requests for production use any word in the singular, you shall understand the word to include the plural as necessary to make the request for production inclusive rather than exclusive.

9. Whenever these requests for production use any word in the masculine, you shall understand the word to include the feminine as necessary to make the request for production inclusive rather than exclusive. Further, whenever these requests for production use any word in the feminine, you shall understand the word to include the

masculine as necessary to make the request for production inclusive rather than exclusive.

10. Verbs written in the present tense shall also be taken to mean and include the past. Verbs written in the past tense shall also be taken to mean and include the present.

11. Whenever these requests for production use the word "and" or the word "or," you shall understand the word conjunctively or disjunctively as necessary to make the request for production inclusive rather than exclusive.

### **TERMS AND MEANINGS**

The terms used in this Discovery have the following meaning:

As used herein, the term "document(s)" is used in its broadest sense to include, by way of illustration only and not by way of limitation, all originals and non-identical copies of any writing or any other tangible thing or data compilation in your custody, possession or control - whether printed, typed, reproduced by any process, written or produced by hand, including any graphic matter however produced or reproduced, or produced by any other mechanical means and all data, either electronic, magnetic, chemical, mechanical, or other form of data storage capable of being transformed into written or oral matter, including, but not limited to, CD-ROMs, DVDs, computer disks, Hard-drive computer storage mediums - including e-mails, letters, affidavits, filings, engineering studies and for tests, reports, agreements, communications, correspondence, permits, accounting records, business records, contracts, letters of agreements, telegrams, mailgrams, memoranda, summaries and/or records of



personnel or telephone conversations, diaries, calendars, forecasts, photographs, tape recordings, facsimiles, models, statistical statements, graphs, charts, plans, drawings, service and/or pump data, logs, minutes or records of meetings, minutes or records of conferences, reports and /or summaries of interviews, reports, conversations, summaries of investigations, opinions or reports of consultants, topographical or geological maps or surveys, appraisals, records, reports or summaries of negotiations, drafts of any document, revisions of drafts of any document, purchase orders, invoices, receipts, original or preliminary notes, financial statements, accounting work papers, promissory notes, film, microfilm, microfiche, punch cards, slides, pictures, videotapes, moving pictures, computer programs, laboratory results, magnetic tapes or any other matter which is capable of being read, heard or seen with or without mechanical or electronic assistance.

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

"Loan fund" means the funds for Manal Yousef's loan to Sixteen Plus Corporation evidenced by the Promissory Note (**Exhibit A**) and secured by the First Priority Mortgage (**Exhibit B**).

"Note" and/or "Mortgage" refers to the note and mortgage between Manal Yousef

and Sixteen Plus Corporation as to the property known as Diamond Keturah on St. Croix, USVI.

"You" or "Yours" or "Yourself" means Sixteen Plus Corporation.

### REQUESTS

#### Document Demand No. 1:

Produce all documents referenced, reviewed, or used to prepare answers to First Set of Interrogatory Responses in this case not otherwise produced in response to these document requests.

#### RESPONSE:

#### Document Demand No. 2:

Any and all documents which reflect, relate to, and/or describe any fraudulent representations pertaining to the loan agreement between Manal Yousef and Sixteen Plus Corporation, and/or the activity and/or conduct that is at issue in this case including proof that alleged misrepresentations of which you complain were done willingly and fraudulently.

#### RESPONSE:

**Document Demand No. 3:**

Any and all documents which pertain to and/or support your contention that the language contained in your pleadings confer sufficient standing on you to pursue a fraud, embezzlement or CICO claim against Manal Yousef in this case.

**RESPONSE:**

**Document Demand No. 4:**

Any and all documents which pertain to and/or support your contention that Manal Yousef participated in the conduct of an enterprise through a pattern of criminal activity in connection with the activity and/or conduct that is at issue in this case.

**RESPONSE:**

**Document Demand No. 5:**

Any and all documents which pertain to and/or support your contention that your CICO claim against Manal Yousef is not barred because the alleged group in association of which you complain constitutes an enterprise under CICO.

**RESPONSE:**

**Document Demand No. 6:**

Any and all documents which pertain to and/or support your contention that Manal Yousef's activity and/or conduct at issue constituted an enterprise under CICO.

**RESPONSE:**

**Document Demand No. 7:**

Any and all documents which pertain to and/or support your contention that Manal Yousef engaged in a pattern of criminal activity involving multiple acts of mail and/or wire fraud in connection with the activity and/or conduct that is at issue in this case.

**RESPONSE:**

**Document Demand No. 8:**

Any and all documents which pertain to and/or support your contention that Manal Yousef fraudulently induced you or Sixteen Plus Corporation to contract for a loan between Manal Yousef and Sixteen Plus Corporation or to part with money or property that is at issue in this case.

**RESPONSE:**

**Document Demand No. 9:**

Any and all documents which pertain to and/or support your contention that Manal Yousef fraudulently appropriated your or Sixteen Plus Corporation's property that is at issue in this case.

**RESPONSE:**

**Document Demand No. 10:**

Any and all documents which pertain to and/or support your contention that you detrimentally relied on the alleged fraud, embezzlement or CICO-prohibited activity and/or conduct of Manal Yousef that is at issue in this case.

**RESPONSE:**

**Document Demand No. 11:**

Any and all documents which pertain to and/or support your contention that you suffered and/or incurred injuries and/or damages to yourself, to business and/or to property, broken down for each of your claims, in connection with the alleged fraud, embezzlement or CICO-prohibited activity and/or conduct that is at issue in this case.

**RESPONSE:**

**Document Demand No. 12:**

Any and all documents which pertain to and/or support your contention that Manal Yousef acted at the direction or request and under the control of Isam Yousuf, Jamil Yousuf, or Fathi Yusuf.

**RESPONSE:**

**Document Demand No. 13:**

Any and all documents which pertain to and/or support your contention that Fathi Yusuf, Isam Yousuf, or Jamil Yousuf was an agent of Manal Yousef.

**RESPONSE:**

**Document Demand No. 14:**

Produce all documents that support or otherwise refer or relate to the Affirmative Defenses portion of Sixteen Plus Corporation's Answer to Complaint.

**RESPONSE:**

**Document Demand No. 15:**

Produce all photographs, audiotape, videotape, electronic documents, e-mail and attachments, electronic recordings and/or other documents in your possession that relate to the allegations and defenses set forth in the pleadings.

**RESPONSE:**

**Document Demand No. 16:**

Produce all non-privileged written or recorded statements from any party(s) or person(s) that in any way relate to the claims and defenses set forth in the pleadings.

**RESPONSE:**

**Document Demand No. 17:**

Produce all documents, communications or contacts between you and any party or other person that discusses or in any other way relates to the issues raised in this litigation regardless of whether such communication or contacts was initiated by you or by such other party or person including, but not limited to, any person in Sint Maarten/St. Martin relating to United Corporation, Plaza Extra Supermarket stores, Sixteen Plus Corporation, Manal Yousef, Isam Yousuf, Jamil Yousuf, Fathi Yusuf or Manal Yousef's loan to Sixteen Plus Corporation since 1996.

**RESPONSE:**

**Document Demand No. 18:**

All of your financial documents since 1996 relating to matters raised in the pleadings, including but not limited to documents pertaining to or consisting of:

- (a) all canceled checks, check registers, check stubs, bank statements, records of transactions, and reconciliation statements for all savings, checking, certificate of deposit, or brokerage accounts and records from other financial institutions including those showing debts owed by Sixteen Plus Corporation and moneys paid to Manal Yousef;
- (b) copies of all federal and state individual income tax returns, with all schedules and attachments thereto filed since 1997 or an authorization (Internal Revenue Service Form 4506) signed by you to secure copies of Sixteen Plus Corporation's tax returns since 1997;
- (c) all documents relating to or reflecting debts or obligations owed to any creditor including Manal Yousef;
- (d) all deposit receipts, escrow instructions, escrow closing statements, and title insurance policies regarding any real property in which you have or have had any interest;
- (e) all other writings or documents, including appraisals or insurance policies, in which you have a present or potential future beneficial interest of any kind, and assessed value or property tax statements, which are pertinent to your assets, debts and liabilities, and income;
- (f) all financial statements, statements of net worth, or loan applications given by you to any financial institution or any other creditor or prospective lender;
- (g) all relevant books, records, financial statements, balance sheets, profit and loss statements, journal ledgers, and annual reports;
- (h) all correspondence with bookkeepers, accountants, or auditors regarding your operations and financial condition; and



- (i) all documents related to any financial loss or liability by you including without limitation all documents consisting of or relating to:
  - (1) unsatisfactory past loans,
  - (2) any filing for bankruptcy or any document discussing or considering it, and
  - (3) any cessation of your work or business.

**RESPONSE:**

**Document Demand No. 19:**

Produce all demands for payments made by Manal Yousef upon Sixteen Plus Corporation to pay the Promissory Note (Exhibit A) and First Priority Mortgage (Exhibit B).

**RESPONSE:**

**Document Demand No. 20:**

Produce all documents detailing your contentions that you did not breach or default on the terms and conditions of the note and mortgage including, but not limited to, payment of the principal and interest due according to the terms of the promissory note and mortgage

**RESPONSE:**

**Document Demand No. 21:**

Produce all documents relating to the transactions alleged in the pleadings not otherwise called for by this document production request including documents generated by you that discuss or in any other way relate to the issues raised in this litigation.

**RESPONSE:**

**Document Demand No. 22:**

Produce all documents relating to any involvement, plan, or scheme to help Fathi Yusuf or all documents referencing Manal Yousef, Isam Yousuf or Jamil Yousuf acted in concert with Fathi Yusuf to deprive you of the assets of Sixteen Plus Corporation including the value of the Diamond Keturah property.

**RESPONSE:**

**Document Demand No. 23:**

Any and all documents which may or will be used as an exhibit at trial or any evidentiary hearing in this matter.

**RESPONSE:**

**Document Demand No. 24:**

Any and all documents which have been provided to any expert witness or lay witness who may or will be called to testify on your behalf at a trial or evidentiary hearing in this matter.

**RESPONSE:**

**Document Demand No. 25:**

Any and all documents received from any person who may or will be called as an expert or lay witness at trial or at any evidentiary hearing.

**RESPONSE:**

MANAL MOHAMMAD YOUSEF a/k/a MANAL MOHAMAD YOUSEF vs. SIXTEEN PLUS CORPORATION;  
SIXTEEN PLUS CORPORATION vs. MANAL MOHAMMAD YOUSEF a/k/a MANAL MOHAMAD YOUSEF, et al.  
SCVI/STX Civil No. SX-17-CV-342

PLAINTIFF/COUNTERCLAIM DEFENDANT MANAL MOHAMMAD YOUSEF'S FIRST SET OF REQUESTS FOR PRODUCTION  
OF DOCUMENTS TO DEFENDANT/COUNTERCLAIM PLAINTIFF SIXTEEN PLUS CORPORATION

Respectfully Submitted,

DATED: June 19, 2018.

**LAW OFFICES OF JAMES L. HYMES, III, P.C.**  
*Counsel for Plaintiff/Counterclaim Defendant –*  
*Manal Mohammad Yousef*  
*a/k/a Manal Mohamad 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](mailto:jim@hymeslawvi.com);

[rauna@hymeslawvi.com](mailto:rauna@hymeslawvi.com)

# EXHIBIT A

\$4,500,000

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

PROMISSORY NOTE

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

Such indebtedness shall be paid as follows:

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

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

SEE EXHIBIT A

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

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

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

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

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

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

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

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

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

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

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

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

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

DATED: 9/15/97

MAKER:

SIXTEEN PLUS CORPORATION

Waleed Hamed  
Waleed Hamed, President

[Corporate SEAL]  
ATTEST:

Fathi Yusuf  
Fathi Yusuf, Secretary

HAMD596311

ACKNOWLEDGEMENT FOR CORPORATION

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

On this 15 day of Sept-, 1997, before me the undersigned officer, personally appeared Waleed M. Hamed, known to me (or satisfactorily proven) and this person acknowledged under oath, to my satisfaction, that:

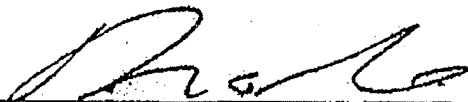
(a) this person is the President of Sixteen Plus Corporation, the corporation named in this Note;

(b) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;

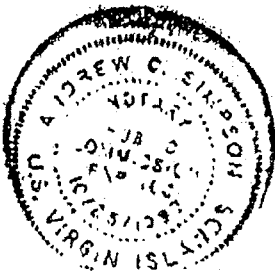
(c) this person knows the proper seal of the corporation which was affixed to this document; and

(d) this person signed this proof to attest to the truth of these facts.

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



Notary Public





## 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.

HAMD596313



# **EXHIBIT B**

February 22, 1999

**FIRST PRIORITY MORTGAGE**

No. 768/1999

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

**WITNESSETH:**

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

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

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

**SEE EXHIBIT A**

Together with

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

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

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

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

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

1. THE NOTE.

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

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

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

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

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

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

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 at 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

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

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 acct 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

as this Mortgage ceases to secure indebtedness held by Lender.

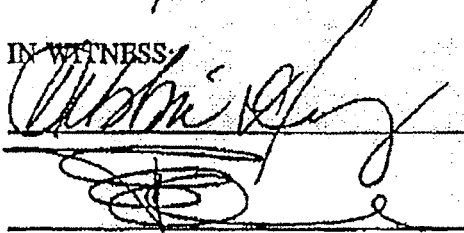
34. MISCELLANEOUS. This Mortgage may be changed, waived, discharged, or terminated only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. The headings in this Mortgage are for convenience of reference only and shall not 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.

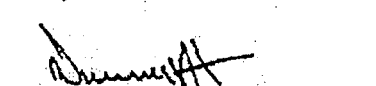
35. INTEREST AND ADVANCES TO PROTECT COLLATERAL. This Mortgage secures and shall secure the Obligations. Without limiting the foregoing, this Mortgage secures any and all interest on the indebtedness, costs of collection, and any advances made by the Lender reasonably necessary for protection of the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

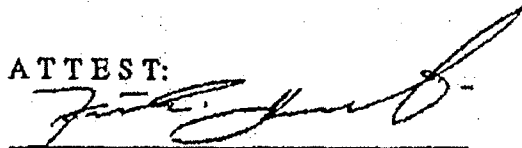
IN WITNESS:

  
\_\_\_\_\_

  
\_\_\_\_\_  
Waleed Hamed, President  
Sixteen Plus Corporation

[CORPORATE SEAL]

ATTEST:

  
\_\_\_\_\_  
Fatih Yusuf, Secretary

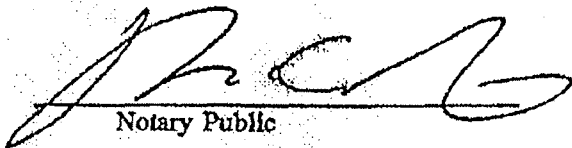
ACKNOWLEDGEMENT FOR CORPORATION

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

On this 15<sup>th</sup> 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 September, 1997.

  
Notary Public

22nd Feb  
 recorded and Entered in Recorder's Book for the  
 District of St. Croix, Virgin Islands of the U.S.A.  
 Photo copy 107/19 Page 35  
 No. 70871999 and noted in Real Property Records  
 304,305 + 3  
 08.50



HAMD596326

## 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 0.4232 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.



20th Feb  
Recorded and Entered in Recorder's Book for  
District of St. Croix, Virgin Islands of the U.S.A.  
No. 1108 1997 and noted in Real Property Register  
II: 37: 166 Page 27: 186; 304, 305 & 306  
*Richard J. Robertson*

HAMD596327



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

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MANAL MOHAMMAD YOUSEF,	)	
a/k/a MANAL MOHAMAD YOUSEF,	)	
	)	CIVIL NO. SX-17-CV-342
Plaintiff,	)	
	)	ACTION FOR DEBT AND
vs.	)	FORECLOSURE OF REAL
	)	PROPERTY MORTGAGE
SIXTEEN PLUS CORPORATION,	)	
	)	COUNTERCLAIM FOR
Defendant.	)	DAMAGES
<hr/>		JURY TRIAL DEMANDED
SIXTEEN PLUS CORPORATION,	)	
	)	
Counterclaim Plaintiff,	)	
	)	
Vs.	)	
	)	
MANAL MOHAMMAD YOUSEF a/k/a	)	
MANAL MOHAMAD YOUSEF and	)	
FATHI YUSUF,	)	
	)	
Counterclaim Defendants.	)	
<hr/>		

**NOTICE OF SERVICE OF  
PLAINTIFF/COUNTERCLAIM DEFENDANT MANAL MOHAMMAD YOUSEF'S  
FIRST SET OF INERROGATORIES TO  
DEFENDANT/COUNTERCLAIM PLAINTIFF SIXTEEN PLUS CORPORATION**

TO: THE HON. ESTRELLA H. GEORGE  
Clerk of the Court  
SUPERIOR COURT OF THE VIRGIN ISLANDS  
Division of St. Croix  
RFD 2, Kingshill, St. Croix  
U.S. Virgin Islands 00850

MANAL MOHAMMAD YOUSEF a/k/a MANAL MOHAMAD YOUSEF vs. SIXTEEN PLUS CORPORATION;  
SIXTEEN PLUS CORPORATION vs. MANAL MOHAMMAD YOUSEF a/k/a MANAL MOHAMAD YOUSEF, et al.  
SCVI/STX Civil No. SX-17-CV-342

NOTICE OF SERVICE OF PLAINTIFF/COUNTERCLAIM DEFENDANT MANAL MOHAMMAD YOUSEF'S FIRST SET OF  
INTERROGATORIES TO DEFENDANT/COUNTERCLAIM PLAINTIFF SIXTEEN PLUS CORPORATION

The Plaintiff/Counterclaim Defendant, **MANAL MOHAMMAD YOUSEF**, by and through her undersigned attorney, James L. Hymes, III, and pursuant to the provisions of V.I. R. Civ. P. 34, provides notice that she has served her First Set of Interrogatories to the Defendant/Counterclaim Plaintiff **SIXTEEN PLUS CORPORATION**, by serving the original of same upon its counsel, Joel H. Holt, Esq., with copies to the remaining counsel of record as set forth in the Certificate of Service, below.

Respectfully Submitted,

DATED: June 19, 2018.

**LAW OFFICES OF JAMES L. HYMES, III, P.C.**  
*Counsel for Plaintiff/Counterclaim Defendant –*  
*Manal Mohammad Yousef*  
*a/k/a Manal Mohamad 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](mailto:jim@hymeslawvi.com);  
[rauna@hymeslawvi.com](mailto:rauna@hymeslawvi.com)

MANAL MOHAMMAD YOUSEF a/k/a MANAL MOHAMAD YOUSEF vs. SIXTEEN PLUS CORPORATION;  
SIXTEEN PLUS CORPORATION vs. MANAL MOHAMMAD YOUSEF a/k/a MANAL MOHAMAD YOUSEF, et al.  
SCVI/STX Civil No. SX-17-CV-342

NOTICE OF SERVICE OF PLAINTIFF/COUNTERCLAIM DEFENDANT MANAL MOHAMMAD YOUSEF'S FIRST SET OF  
INTERROGATORIES TO DEFENDANT/COUNTERCLAIM PLAINTIFF SIXTEEN PLUS CORPORATION

### CERTIFICATE OF SERVICE

I hereby certify this document complies with the page or word limitation set forth in V.I. R. Civ. P. 6-1(e), and that on this the 19<sup>th</sup> day of June, 2018, I caused an exact copy of the foregoing ***"Notice Of Service Of Plaintiff/Counterclaim Defendant Manal Mohammad Yousef's First Set Of Interrogatories To Defendant/Counterclaim Plaintiff Sixteen Plus Corporation"*** to be served electronically by e-mail, and by mailing same, postage pre-paid, to the following counsel of record:

**JOEL H. HOLT, ESQ.**

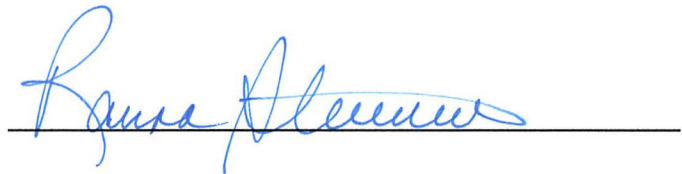
LAW OFFICES OF JOEL H. HOLT  
2132 Company Street  
Christiansted, USVI, 00820  
[holtvi.plaza@gmail.com](mailto:holtvi.plaza@gmail.com)

***Counsel for Defendant/Counterclaim Plaintiff Sixteen Plus Corporation***

**CARL J. HARTMANN, III, ESQ.**

5000 Estate Coakley Bay, L-6  
Christiansted, VI 00820  
[carl@carlhartmann.com](mailto:carl@carlhartmann.com)

***Co-Counsel for Defendant/Counterclaim Plaintiff Sixteen Plus Corporation***



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

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MANAL MOHAMMAD YOUSEF, )  
a/k/a MANAL MOHAMAD YOUSEF, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
SIXTEEN PLUS CORPORATION, )  
 )  
Defendant. )  
 )  
\_\_\_\_\_)  
 )  
SIXTEEN PLUS CORPORATION, )  
 )  
Counterclaim Plaintiff, )  
 )  
Vs. )  
 )  
MANAL MOHAMMAD YOUSEF a/k/a )  
MANAL MOHAMAD YOUSEF and )  
FATHI YUSUF, )  
 )  
Counterclaim Defendants. )  
 )  
\_\_\_\_\_)

CIVIL NO. SX-17-CV-342  
ACTION FOR DEBT AND FORECLOSURE OF REAL PROPERTY MORTGAGE  
COUNTERCLAIM FOR DAMAGES  
JURY TRIAL DEMANDED

**PLAINTIFF/COUNTERCLAIM DEFENDANT MANAL MOHAMMAD YOUSEF'S  
FIRST SET OF INTERROGATORIES  
TO DEFENDANT/COUNTERCLAIM PLAINTIFF SIXTEEN PLUS CORPORATION**

**TO: SIXTEEN PLUS CORPORATION, Defendant/Counterclaim Plaintiff**  
c/o Joel H. Holt, Esq.  
LAW OFFICES OF JOEL H. HOLT  
2132 Company Street  
Christiansted, USVI, 00820  
[holtvi.plaza@gmail.com](mailto:holtvi.plaza@gmail.com)  
*Counsel for Defendant/Counterclaim Plaintiff*  
*Sixteen Plus Corporation*

Plaintiff/Counterclaim Defendant, **MANAL MOHAMMAD YOUSEF a/k/a MANAL MOHAMAD YOUSEF** (hereinafter "**Manal Yousef**"), by her undersigned attorney, James L. Hymes, III, propounds the following First Set of Interrogatories pursuant to Rule 33 of the Virgin Islands Rules of Civil Procedure (V.I.R. CIV. P.) on the Defendant/Counterclaim Plaintiff **SIXTEEN PLUS CORPORATION**, by serving the original of same upon its counsel, Joel H. Holt, Esq., with copies to the remaining counsel of record as set forth in the Certificate of Service, below.

### **INSTRUCTIONS**

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

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

It is requested that all copies of all documents identified in response be attached to the answers to the responses to these Interrogatories as an exhibit. Please take

notice that these Interrogatories are deemed to be continuing up to and including the first day of trial of this action. If at any time, you or any person acting on your behalf obtains additional information called for by these Interrogatories between the time of your response and the time set for trial, please serve supplemental sworn answers setting forth such information.

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

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

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

### **TERMS AND MEANINGS**

The terms used in this Discovery have the following meaning:

As used herein, the term "document(s)" is used in its broadest sense to include, by way of illustration only and not by way of limitation, all originals and non-identical copies of any writing or any other tangible thing or data compilation in your custody, possession or control - whether printed, typed, reproduced by any process, written or produced by hand, including any graphic matter however produced or reproduced, or

produced by any other mechanical means and all data, either electronic, magnetic, chemical, mechanical, or other form of data storage capable of being transformed into written or oral matter, including, but not limited to, CD-ROMs, DVDs, computer disks, Hard-drive computer storage mediums - including e-mails, letters, affidavits, filings, engineering studies and for tests, reports, agreements, communications, correspondence, permits, accounting records, business records, contracts, letters of agreements, telegrams, mailgrams, memoranda, summaries and/or records of personnel or telephone conversations, diaries, calendars, forecasts, photographs, tape recordings, facsimiles, models, statistical statements, graphs, charts, plans, drawings, service and/or pump data, logs, minutes or records of meetings, minutes or records of conferences, reports and /or summaries of interviews, reports, conversations, summaries of investigations, opinions or reports of consultants, topographical or geological maps or surveys, appraisals, records, reports or summaries of negotiations, drafts of any document, revisions of drafts of any document, purchase orders, invoices, receipts, original or preliminary notes, financial statements, accounting work papers, promissory notes, film, microfilm, microfiche, punch cards, slides, pictures, videotapes, moving pictures, computer programs, laboratory results, magnetic tapes or any other matter which is capable of being read, heard or seen with or without mechanical or electronic assistance.

"Communication" means any correspondence, contact, discussion, exchange, contract, or agreement between any two or more persons. Without limiting the

foregoing, "communication" includes all documents, as defined above, telephone conversations, internet communications, e-mail, facsimile transmissions, voice mail, face-to-face conversations, meetings, and conferences.

"Diamond Keturah" means the property described as those parcels and remainders of parcels, and road plots set forth and described in seventeen (17) separate listings ("Diamond Keturah") in Exhibit A to the First Priority Mortgage.

"Hamed family members" means any person with a financial interest in Sixteen Plus Corporation and any other person related by blood or marriage.

"Yousuf family members" means any person who you allege in the pleadings to have acted to defraud you or to have acted wrongfully towards you including other persons related by blood or marriage.

"Note" and/or "Mortgage" refers to the note and mortgage between Manal Mohammad Yousef and Sixteen Plus Corporation as to the property known as Diamond Keturah on St. Croix, USVI.

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



## **INTERROGATORIES**

### **Interrogatory No. 1:**

State your name, including all spellings used, nicknames, date of birth, residence address, business address, telephone number, occupation, and job title and that of any person aiding or assisting you in the preparation or formulation of the answers to these interrogatories.

### **RESPONSE:**

**Interrogatory No. 2:**

List and describe separately each record, document, electronically stored information, or other tangible thing consulted by you in the preparation of the answers to any of these interrogatories other than as identified in other answers to these interrogatories.

**RESPONSE:**

**Interrogatory No. 3:**

Identify all written agreements and all preliminary agreements at issue in the pleadings including, but not limited to, Promissory Note, First Priority Mortgage and Real Estate Power of Attorney, identify all individuals by name, address, telephone number, e-mail address and relationship to the parties who were involved in the arrangements, negotiations, construction, execution, delivery or recording of said written agreements/power of attorney and preliminary agreements/power of attorney at issue in the pleadings, identify the individual(s) to whom each such person reported, and state in detail the circumstances of each individual's role in and upon which the written agreement/power of attorney were arranged, negotiated, drafted, executed, delivered, or recorded.

**RESPONSE:**

**Interrogatory No. 4:**

State whether Manal Yousef or any other entity/person(s) ever loaned any money to Sixteen Plus Corporation, and if so, for each such loan, state: the date, amount and interest rate(s) of the loan; the dates due or whether payable on demand; the name and address of each person or entity from whom and to whom the amount(s) loaned were or are payable; the name and address of each person or entity from whom and for whose benefit the proceeds of the loan were paid or were to be paid; identify all persons at Sixteen Plus Corporation who participated in the decision to accept the loan and state with specificity the nature of their participation; the amounts currently outstanding for each loan, both in principal and interest; all amounts repaid; the dates when repayments were made; the name and address of each person or entity by whom and to whom they were made; whether the original note or other debt instrument (if any) was returned to Sixteen Plus Corporation; whether Sixteen Plus Corporation ever received a written release with respect to any such loan; and identify all documents concerning each loan, including, without limitation, notes, loan agreements, other debt instruments, evidence of repayments or monies paid, and releases.

**RESPONSE:**

**Interrogatory No. 5:**

State whether you received any consideration or anything of value from Manal Yousef in exchange for signing the promissory note or mortgage. If yes, state the amount of consideration received by you for the promissory note or mortgage, state where and when the money representing the proceeds of the loan was delivered to the person representing Sixteen Plus Corporation and to whom and by whom it was delivered. If not, state in detail the circumstances under which you signed the promissory note or mortgage. And please set forth in detail all factual matters relating to the source of the loan funds pertaining to Diamond Keturah and/or the purchase thereof which subjects this lawsuit, identify all documents which substantiate or reflect who provided the funds to Sixteen Plus Corporation and identify all persons with knowledge of said facts.

**RESPONSE:**

**Interrogatory No. 6:**

State whether Sixteen Plus Corporation ever executed any mortgages in favor of Manal Yousef, and if so, provide full details regarding the terms of each mortgage, including: the names of each person signing on behalf of Sixteen Plus Corporation and the capacity of each person signing the note, that is, President, Secretary, or the like; whether you contest the authenticity of the mortgage document, and if so, state in detail the bases for your position; the date and place where it was executed and the name of every person present; a description of the subject premises of the mortgage; the amount of the mortgage; and identify the mortgage and all documents concerning such mortgage.

**RESPONSE:**

**Interrogatory No 7.:**

State whether Sixteen Plus Corporation ever executed any notes payable to Manal Yousef, and if so, provide full details regarding the terms of each note, including: the names of each person signing on behalf of Sixteen Plus Corporation and the capacity of each person signing the note, that is, President, Secretary, or the like; whether you contest the authenticity of the loan document, and if so, state in detail the bases for you position; the date and place where it was executed and the name of every person present; the amount of the note; the interest rate(s); maturity dates or if payable upon demand; all other terms; and identify the note and all documents concerning such note.

**RESPONSE:**

**Interrogatory No. 8:**

State whether you contend that the Promissory Note or First Priority Mortgage in issue (or its terms) was ever amended, altered, modified, added to, rescinded or changed in any way, and if so, set forth: the date and place of such amendment, etc.; the name, address and telephone number of each person who was involved in any such amendment, etc.; the identity of each officer, director, employee, agent or other representative of Sixteen Plus Corporation, past or present, with knowledge of an alleged modification, if any,; state in detail all of the reasons for, and any and all facts in support thereof, that the structure of the instruments initially offered by Manal Yousef to Sixteen Plus Corporation was subsequently changed; the subject matter of such amendment, and the new terms of the note or mortgage as modified by such amendment; and the identity of all documents and communications, written, oral or otherwise, relating to such amendment, etc.

**RESPONSE:**



**Interrogatory No. 9:**

State whether Sixteen Plus Corporation or its representatives or agents has made or caused to be made any payments to Manal Yousef in connection with the mortgage (referenced in the pleadings), and if so, with respect to each of such payments, state:

- a. the date and amount of any such payments;
- b. the form of the payment, that is, whether the payment(s) was made by cash, check, money order or otherwise;
- c. whether a receipt was given for any such payment(s);
- d. where the payment(s) was made;
- e. by whom such payment was made;
- f. to whom such payment was made;
- g. whether such payment was applied to principal or interest, or both;
- h. the amount of such payment applied to principal;
- i. the amount of such payment applied to interest;
- j. the total interest which had accumulated as of the date of such payment prior to application of such payment;
- k. the unpaid principal balance as of the date of such payment prior to application of such payment; and
- l. list all documents concerning all payments made in connection with the mortgage.

**RESPONSE:**

**Interrogatory No. 10:**

If you admit Sixteen Plus Corporation executed the Promissory Note dated September 15, 1997, in the principal sum of \$4.5 million, wherein Manal Yousef is the payee/holder, but contend that you have a defense against Manal Yousef's demand for payment of any balance due thereunder, separately set forth in detail any and all basis of the defense of Sixteen Plus Corporation.

**RESPONSE:**

**Interrogatory No. 11:**

State whether the existence of an “enterprise” is alleged within the meaning of 14 V.I.C. § 604(h) and, if so, for such enterprise, provide the following:

- a. the names, addresses and telephone numbers of the individuals, sole proprietorships, partnerships, corporations, trusts, or other legal entities, or any unions, associations, or groups of persons even though not a legal entity which allegedly constitute the enterprise;
- b. the structure, purpose, function, and course of conduct of the enterprise;
- c. whether any of the defendants/counterclaim defendants are employees, officers, or directors of the alleged enterprise;
- d. whether any defendants/counterclaim defendants are associated with the alleged enterprise;
- e. whether the defendants/counterclaim defendants are individuals or entities separate from the alleged enterprise, or that the defendants/counterclaim defendants are the enterprise itself, or members of the enterprise; and
- f. if any of the defendants/counterclaim defendants are alleged to be the enterprise itself, or members of the enterprise, explain whether such defendants/counterclaim defendants are perpetrators, passive instruments, or victims of the alleged criminal activity.

**RESPONSE:**

**Interrogatory No. 12:**

Describe what benefits, if any, the alleged enterprise receives from the alleged pattern of criminal activity, including fraud and embezzlement, and if you contend that defendant/counterclaim defendants or any other person, named or unnamed, in any way stated or suggested to you that the defendant/counterclaim defendants would not benefit from your action or inaction in connection with the activities alleged in your pleadings, please describe each such statement or suggestion, including when, where, and by whom each was made.

**RESPONSE:**

**Interrogatory No. 13:**

Set forth in detail the factual and legal basis for asserting your affirmative defenses including when you first became aware of such facts, the source from which you acquired the information, the identity of any such person with knowledge of same and the identity of any and all documents, including but not limited to, documents generated, transmitted, or stored by computer equipment or device (including, but not limited to, e-mail) which support, confirm, or otherwise relate to your response to your affirmative defenses including:

- a. Manal Yousef by her conduct and/or acts, words, or silence, has waived or is otherwise estopped from asserting the claims contained in her complaint;
- b. the claims are barred by the doctrine of estoppel;
- c. Manal Yousef has acted with unclean hands which bars her from recovering the requested relief;
- d. Manal Yousef is guilty of laches and that the claims are therefore barred (Manal Yousef's claim for equitable relief has been unreasonably delayed, and hardship and/or injustice to you or other parties will result from its enforcement);
- e. the cause of action is barred, in whole or in part, by reason of the statutes of limitations, including the identity of the applicable statute of limitations which bars each claim, and a detailed description of which claims are allegedly barred by each statute of limitations;
- f. Manal Yousef is entitled to no relief because there was no consideration paid or otherwise given by Manal Yousef in exchange for the promissory note or mortgage;
- g. Manal Yousef is entitled to no relief because of the fraudulent conduct of Manal Yousef and her agents including the identity of Manal Yousef's agents by name, address and telephone number;
- h. Manal Yousef is barred from recovering the requested relief due to Manal Yousef's failure to comply with the laws of the Virgin Islands regarding foreclosure actions including any notice provision, and state precisely which laws of the Virgin Islands were not complied with;

**MANAL MOHAMMAD YOUSEF a/k/a MANAL MOHAMAD YOUSEF vs. SIXTEEN PLUS CORPORATION;  
SIXTEEN PLUS CORPORATION vs. MANAL MOHAMMAD YOUSEF a/k/a MANAL MOHAMAD YOUSEF, et al.  
SCVI/STX Civil No. SX-17-CV-342**  
**PLAINTIFF/COUNTERCLAIM DEFENDANT MANAL MOHAMMAD YOUSEF'S FIRST SET OF INTERROGATORIES TO  
DEFENDANT/COUNTERCLAIM SIXTEEN PLUS CORPORATION**

- i. Manal Yousef is entitled to no relief because of the illegality of the transaction pertaining to the promissory note and mortgage;
- j. Manal Yousef's claims are barred by the doctrine of accord and satisfaction including the date of the alleged accord and satisfaction, the consideration you gave to Manal Yousef for the alleged accord and satisfaction, state whether the alleged accord and satisfaction was in writing, a list of all communications (oral or otherwise) concerning the alleged accord and satisfaction, the name, address and telephone number of each person acting on behalf of Manal Yousef with whom you spoke or communicated regarding the alleged accord and satisfaction, the name, address and telephone number of each person who was present during any communication or discussions or parties to the communications regarding the alleged accord and satisfaction, the name, address and telephone of each person who allegedly entered into the alleged accord and satisfaction on behalf of Sixteen Plus Corporation and on behalf of Manal Yousef, state whether the alleged accord and satisfaction was ever signed by or on behalf of Manal Yousef, and provide all details, bases and facts supporting your contention as to the existence of the alleged accord and satisfaction; and
- k. the claims are barred by the first filed doctrine.

**RESPONSE:**

**Interrogatory No. 14:**

Describe in detail the entire contents of any and all oral and written communication you or any Hamed family member had with Manal Yousef (or any person who is or who purports to be a past or present representative or agent of Manal Yousef) or any other person/entity relative to the matters referred to in the pleadings, including, but not limited to, receipt of a sum of money in return for your signing and delivering the executed note and mortgage on the property in question, including in your answer:

- a. the date, place, and time of each communication;
- b. whether the communication was oral, written or recorded electronically;
- c. identify the persons who participated in each communication;
- d. identify the persons who were witnesses to or present during each communication;
- e. the substance of each communication; and
- f. identify any documents which substantiate or reflect those communications.

**RESPONSE:**

**Interrogatory No. 15:**

Set forth in detail the bases for all damages that you, the business or property including, but not limited to, personal property and/or real property such as Diamond Keturah, have suffered and will continue to accrue as a result of the acts and/or omissions of Manal Yousef as well as other parties, named and unnamed, concerning the matters alleged in the pleadings broken down for each of your claims including punitive damages, give an itemized account of any and all expenses and financial losses claimed by you, indicate the amount for which each party is allegedly liable, identify all documents, communications or conversations concerning your alleged damages, and identify all persons who have knowledge relating to each claimed element of damages, and for each such person set forth a detailed summary of that person's knowledge.

**RESPONSE:**



**Interrogatory No. 16:**

Identify the debts, if any, personally incurred and owed by Manal Yousef to you, setting forth for each such debt:

- a. the date that it was incurred;
- b. the amount of the debt;
- c. the basis for the debt (e.g., payment for a service);
- d. the terms of payment;
- e. whether the debt was repaid; and
- f. the amount of any deficiency.

**RESPONSE:**

**Interrogatory No. 17:**

With respect to each alleged misrepresentation or fraudulent statement/conduct you allege was made by Manal Yousef or others relating to your pleadings, set forth:

- a. the date, time and place of the misrepresentation or fraudulent statement/conduct;
- b. the name, address and telephone number of the person or entity making the misrepresentation or fraudulent statement/conduct;
- c. a detailed description of the misrepresentation or fraudulent statement/conduct;
- d. the identity of all communications, written, oral or otherwise, relating to the alleged misrepresentation or fraudulent statement/conduct;
- e. the identity of all documents concerning such alleged misrepresentation or fraudulent statement/conduct; and
- f. identify all persons who have knowledge relating to these allegations and for each such person set forth a detailed summary of that person's knowledge;
- g. identify all persons who were present at the time that the alleged misrepresentation or fraudulent statement/conduct was made; and
- h. when you first learned the First Priority Mortgage had to be paid before Diamond Keturah could be sold, identify all persons with knowledge of said facts and identify all documents relating to said facts.

**RESPONSE:**

**Interrogatory No. 18:**

List all facts and documents upon which you intend to rely to support your allegation that Manal Yousef, Isam Yousuf, or Fathi Yusuf colluded, acted jointly and in concert, enjoyed a close connection, and/or conspired among themselves or with any other person to deprive you of the value of the assets of Sixteen Plus Corporation including the value of Diamond Keturah due to a lack of consideration for a note and mortgage between Manal Yousef and Sixteen Plus Corporation relating to Diamond Keturah property as alleged in the pleadings specifying in detail with whom and the nature and manner in which same was conducted.

**RESPONSE:**

**Interrogatory No. 19:**

State whether you have obtained or received any statement (written, oral, recorded or otherwise) from Manal Yousef (or any person who is, or who purports to be, a past or present representative, or agent of Manal Yousef) or from any other person regarding the subject matter of this litigation, and if so, set forth for each such statement:

- a. the date when and the place where the statement was made;
- b. the name, address and telephone number of the person making the statement;
- c. the name, address and telephone number of the person to whom the statement was made;
- d. the name, address and telephone number of every person present at the time of the statement;
- e. the form in which the statement was obtained;
- f. if the statement is oral, the substance of the statement; and
- g. if the statement is written, the name and address of the present custodian of the statement.

**RESPONSE:**

**Interrogatory No. 20:**

For each person who has knowledge of any facts relating to this case, including assertions or denials and claims or defenses, in whole or in part, of any paragraph of the pleadings, set forth in detail:

- a. the name, address and telephone number of the individual;
- b. the substance and nature of the knowledge;
- c. whether or not written or recorded statements have been taken from each person with knowledge of this factual information, including but not limited to, you and your representatives; and
- d. if there is a written or recorded statement, identify each statement and indicate who has possession of such statement or statements.

**RESPONSE:**

**Interrogatory No. 21:**

Identify all experts whom you have retained or specifically employed in anticipation of litigation and preparation for trial who are not expected to be called as expert witnesses.

**RESPONSE:**

**Interrogatory No. 22:**

With respect to your having been notified or informed of the foreclosure on Diamond Keturah property in question, state:

- a. the date on which you were so notified or informed;
- b. the identity of the person or persons who notified or informed you;
- c. whether the notification was oral or written; and
- d. the substance of the notification.

**RESPONSE:**

**Interrogatory No. 23:**

If you are aware of any document which is responsive to any request to identify documents herein or any request for production of documents made in this lawsuit, but which is no longer in your custody or control, identify and describe:

- a. the name and title of the author;
- b. the name and title of the addressee;
- c. the date of the document;
- d. the subject matter of the document(s);
- e. the last date on which the document was in your control;
- f. the names of the person or entities, if any, that are now in control or possession of the document(s);
- g. the reason for your disposition or release of the document; and
- h. the names of all persons who have knowledge of the circumstances surrounding the document and its disposition.

**RESPONSE:**



**Interrogatory No. 24:**

To the extent not previously identified in response to the preceding interrogatories, identify all documents relating to Diamond Keturah property or the promissory note secured by a mortgage on Diamond Keturah.

**RESPONSE:**

**VERIFICATION**

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

**SIXTEEN PLUS CORPORATION**

Dated: \_\_\_\_\_, 2018. By: \_\_\_\_\_  
NAME (Print): \_\_\_\_\_  
TITLE: \_\_\_\_\_

**TERRITORY OF THE VIRGIN ISLANDS** )  
**JUDICIAL DIVISION OF ST. CROIX** ) ss:

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself to be the \_\_\_\_\_ of **SIXTEEN PLUS CORPORATION**, a corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as \_\_\_\_\_.

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

\_\_\_\_\_  
Notary Public  
Commissioner Expires: \_\_\_\_\_