

IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS

DIVISION OF ST. CROIX

MOHAMMAD HAMED

Plaintiff

Vs.

FATHI YUSUF  
UNITED CORPORATION

Defendants

CIVIL NO. SX-12-CIV-370

CIVIL ACTION

ACTION FOR DAMAGES SEP -9 P 1 :18

DEFENDANT UNITED'S MOTION TO  
WITHDRAW RENT

DEFENDANT UNITED'S MOTION TO WITHDRAW RENT

COMES NOW, Defendant United Corporation, through counsel and respectfully moves this honorable for an Order permitting Defendant United to withdraw rents in the amount of \$5,234,298.71 dollars. Since 2012, Plaintiff Mohammed Hamed has consistently refused to pay the rental value of the retail space, known as Bay 1 located at United Shopping Plaza and used for the operations of the Plaza Extra supermarket store in Sion Farm, St. Croix. Repeated demands have been made to Plaintiff but to no avail. With constant baseless excuses from Plaintiff's counsel, Defendant United Corporation is compelled to file this Motion to withdraw the rents due for Bay 1. This Motion is supported by the attached Memorandum of Law in Support thereof (including Exhibits A – D).

**WHEREFORE**, Defendant United respectfully request an immediate hearing on this matter, and for this Motion to be granted.

Date: September 9, 2013

**Respectfully Submitted,**

**DEWOOD LAW FIRM**  
Attorneys for Defendant United

By: 

Nizar A. DeWood, Esq.  
2006 Eastern Suburbs, Suite 102  
Christiansted, V.I. 00820  
T. (340) 773-3444  
F. (888) 398-8428

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 9th day of September, 2013, I caused a true and exact copy of the foregoing Motion to Withdraw Rent, Memorandum of Law in Support, Exhibits A to D, and Proposed Order to be served on counsel for the Plaintiff at the below address.

**Joel H. Holt**  
Law Office of Joel H. Holt  
2132 Company Street  
Christiansted, VI 00820

**Carl Hartmann, Esq.**  
5000 Estate Coakley Bay, L-6,  
Christiansted, VI 00820  
carl@carlhartmann.com

*/s/ Nizar A. DeWood*

Nizar A. DeWood

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

MOHAMMAD HAMED

Plaintiff

Vs.

FATHI YUSUF  
UNITED CORPORATION

Defendants

CIVIL NO. SX-12-CIV-370

CIVIL ACTION

ACTION FOR DAMAGES

MEMORANDUM OF LAW IN SUPPORT OF  
DEFENDANT UNITED'S MOTION TO  
WITHDRAW RENTS

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**MEMORANDUM OF LAW IN SUPPORT OF DEFENDANT UNITED'S MOTION TO  
WITHDRAW RENT**

**I. PRELIMINARY STATEMENT**

COMES NOW, Defendant United Corporation through counsel, and respectfully files this Memorandum of Law in Support of its Motion to Withdraw the value of the agreed upon rents of \$5,234,298.71. The amount due is reflected in the below outlined rental periods and retail space utilized for the operations of the Plaza Extra – East store located at the United Shopping Plaza, a property owned in fee simple absolute by Defendant United Corporation:

- 1) Bay No. 1: (69,680 Sq. Ft. of Retail Space @ current monthly rate of \$58,791.38) for the period of January 1<sup>st</sup>, 2012 through September 1, 2013 for a total of \$1,234,618.98.
- 2) Bay No. 1 (69,680 Sq. Ft. of Retail Space @ \$5.55 sq. ft.) for the period of January 1<sup>st</sup>, 1994 through May 4<sup>th</sup>, 2004 (10 Years & 125 days) for a total of \$3,999,679.73

Total rent owing and due for Bay 1 is \$5,234,298.71.

Bay 1 is the main retail space that has been – and still - utilized for the day to day operations of the Plaza Extra – East Store located at 4C & 4D Estate Sion Farm, St. Croix, Virgin Islands. Despite repeated demands since May of 2013 for the value of rent be withdrawn by United Corporation, Plaintiff has refused to authorize the signature on a check to United Corporation for the rents due and owing. In a letter dated May 12<sup>th</sup>, 2013, Plaintiff seems confused as to which excuse to use to not pay rent. First, Plaintiff contends there was never an agreement to pay rent and, even if Plaintiff Hamed did agree, the statute of limitations would bar any claims for rent for the period of January 1<sup>st</sup>, 1994 through May 4<sup>th</sup>, 2004. Plaintiff's newly invented position that the Statute of Limitations applies, as will be shown, is asserted in bad faith, and is only intended to harm the interests of Defendant United.

On April 25<sup>th</sup>, 2013, this Court entered a preliminary injunction in this matter requiring the parties to jointly manage the operations of the Plaza Extra Stores. Plaintiff in bad faith, and in contravention of the past practices settling the value of rents between Mohamed Hamed and United Corporation, now refuses to allow the payment of the agreed upon and overdue rent to Defendant United Corporation for Bay 1. Due to Plaintiff's intransigence, Defendant United is forced to file this instant Motion. As such, this matter must be addressed by this honorable court forthwith<sup>1</sup>,

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<sup>1</sup> Defendant United respectfully submits that this court has failed to adjudicate Defendants' 12(b)(6) Motion pending before this court since December 16<sup>th</sup>, 2012. This court has also failed to adjudicate Defendant's May 15<sup>th</sup>, 2013, Motion to Clarify Scope of Preliminary Injunction. Defendants respectfully request that this Court treat Defendants'

and an Order issuing to permit Defendant United as the fee simple owner to withdraw the rents due of \$5,234,298.71 be permitted.

## II. FACTS

The undisputed facts are as follows:

1. Plaza Extra Supermarket - East occupies Bay 1<sup>2</sup>, a retail space located at United Shopping Plaza in Sion Farm, St. Croix, V.I. There is no dispute that Defendant United Corporation is the fee simple owner of the premises, including retail space Bay 1, and that the Plaintiff has no interest therein. There is no dispute that the value of rent for the retail space used by Plaza Extra – East has always been withdrawn by United Corporation upon demand. See *Affidavit of Fathi Yusuf*, **EXHIBIT A**.

2. United Corporation and Plaintiff have always agreed since 1986 that the value of any rent for any retail space used for the operations of the Plaza Extra – East supermarket store be withdrawn from the gross sales proceeds from time to time. Since 1986, the parties have customarily settled all rents due upon demand by Defendant United Corporation. For example, for the period 1986 to 1993, the parties settled all rents due and owing in 1993 to Defendant United by way of one lump sum payment for the rent for the use of Bay 1 of United Shopping Plaza. Neither Plaintiff Hamed, nor any of his designees, ever asserted any objection or legal defense, when rent was requested by Defendant United.

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Motions in the same manner it expeditiously adjudicates all of Plaintiff's Motions. There is not a single Plaintiff Motion that remains outstanding; all have been adjudicated in record time. However, as to Defendants' there remain outstanding three Defendants' Motions.

<sup>2</sup> Bay 1 is a 69,680 sq. ft. retail space.

**3. Bay No. 1 (current rent):** Plaintiff now refuses to allow Defendant United to withdraw rent value for Bay No. 1 for the period of **January 1<sup>st</sup>, 2012 through September 1, 2013** for a total of \$1,234,618.98. (based on a monthly rate of \$58,791.38) despite the fact that the parties have already settled outstanding rents for the period of April 5<sup>th</sup>, 2004 through December 31<sup>st</sup>, 2011. Notwithstanding this bad faith behavior, Plaintiff continues to enjoy the benefits of the operations of the Plaza Extra Store, including but not limited to the use of valuable retail space located at the United Shopping Plaza.

**4. Bay No. 1 (rent arrears):** For the period of **January 1<sup>st</sup>, 1994 through May 4<sup>th</sup>, 2004**, Plaintiff Hamed refuses to allow Defendant United to withdraw the rent value of \$3,999,679.73 (69,680 Sq. Ft @ \$5.55 sq. ft.), despite Plaintiff's continued benefit from the use of Bay 1 by the operations of the Plaza Extra East store.

**5.** The total rent due and outstanding is \$5,234,298.71. This rent due amount is an amount certain, liquidated, and subject to immediate collection. Notwithstanding any issues or claims of partnership, joint venture, or business agreement between the parties, the value of the use of the aforementioned premises must be addressed forthwith. As the fee simple owner of each of the retail spaces used by the Plaza Extra – East store, Defendant United is entitled to immediately collect the rents due and owing.

**Rent Due on Bay 1 (the Main Store):**

**6.** Currently, the monthly rent for Bay 1, the retail space occupied by the Plaza Extra Store – East is \$58,791.38. It is calculated based upon the 2012 sales of the Plaza Extra – Tutu Park, St. Thomas store. For example, for the period of May 5<sup>th</sup>, 2004 through December 31<sup>st</sup>, 2011, the parties agreed that the rents due and owing was \$5,408,806.74 dollars, which amounts to a monthly rent of \$58,791.38. A check in the amount of \$5,408,806.74 was issued to United Corporations from the earnings of the Plaza Extra stores. See Copy of Check #64866, **EXHIBIT B**. Plaintiff Hamed

never raised any issues of statute of limitations or denied that rent was owed because it has always been the parties' practice to settle rents when Defendant United makes a demand, regardless of the period of time. It is only after this captioned matter was filed by Plaintiff that Plaintiff Hamed, through his agent who is accused of defalcation and embezzlement, has taken it upon himself to deny Defendant United's right to the value of rent of the retail space. See *Letter of Joel Holt*, attached as **Exhibit D**.

7. The current monthly rent of \$58,791.38 for Bay 1 was calculated based on the yearly sales of the Plaza Extra – Tutu Park, St. Thomas store. The sales are divided by the square footage to arrive at a percentage amount. That percentage amount then is multiplied by the sales of the Plaza Extra – East store located at 4C & 4D Estate Sion Farm, St. Croix. See **Exhibit C** (percentage highlighted in yellow). This formula was used previously and agreed upon to calculate the rent due from May 5<sup>th</sup>, 2004 through December 31<sup>st</sup>, 2011. To date, despite repeated demands for rents due for the period of January 1, 2012 through September 2013 in the amount of \$1,234,618.98, Plaintiff Hamed refuses to jointly sign a check for the amount due.

8. Despite repeated demand, Defendants have made clear that no payment will be forthcoming. As such, Plaintiff Hamed, whatever entity this court deems to exist (partnership / joint venture / business agreement), is an unlawful holdover tenant of Bay 1.

9. On January 1, 2012, United Corporation gave notice of increased rent for Bay 1. Any increased rents Defendant United may be entitled to will be addressed in Defendant United's counterclaims.<sup>3</sup> Defendant United does not waive none of its legal and equitable rights concerning its demand for increased rents.

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<sup>3</sup> Defendant United has not filed its Counterclaims due to Defendants' 12(b)(6) Motion still pending since December 16<sup>th</sup>, 2012.

### III. ISSUES

- I. Whether Defendant United is entitled to withdraw the value of rents for retail space occupied by the Plaza Extra Sion Farm store?

### IV. ARGUMENT

- I. **DEFENDANT UNITED IS ENTITLED TO WITHDRAW THE VALUE OF RENTS FOR BAY 1, AND/OR RECAPTURE POSSESSION OF THE PREMISES IMMEDIATELY.**

#### **Bay No. 1**

There is no dispute that the rent for Bay No. 1 is owing and due for the period of 1994 through 2004, as well as for the period of 2012 through current. In a May 22, 2013, correspondence, Plaintiff's counsel asserts that there was never any understanding that rent would be paid for this time period. This assertion is both ridiculous and is being made in bad faith. Plaintiff Hamed has always agreed that United Corporation is entitled to the value for all rents due for Bay No. 1, and bays 5 and 8. For purposes of this Motion, Defendant United seeks only the full rent due for Bay 1, as it is currently occupied for the benefit of the operations of the Plaza Extra – East store. The past unpaid rents for Bays 5 and 8 will be addressed separately in Defendant's counterclaim.

The parties have settled in the past any rents owing to Defendant United Corporation once every seven to ten year period. That has been the customary practice between the parties: that United is entitled to make demands for rent as it sees fit. For example, the parties settled the rents due between 1986 and 1993, and between 2004 and 2011. In both periods, the parties settled the rent when requested by United. There was no dispute as to amount, and



neither was there a dispute as to whether Statute of Limitations applied. As for the period of 1994 to 2004, United held off on the demand for rent because certain financial records were seized by the U.S. Government and were therefore unavailable to Defendant United to ensure proper calculation (as to the exact period of time) of the rents due. See, *Affidavit of Fathi Yusuf*, EXHIBIT A. At no time did Plaintiff Hamed ever contend that Defendant United was not entitled to any rents due as to trigger the running of the Statute of Limitations. It is only after the September 18<sup>th</sup>, 2012 action in this case was filed did Plaintiff Hamed decided to contest something as basic as the rent due.

For example, for the past period of 2004 through 2011, the parties already agreed that the value of rent for Bay 1 is \$5,408,806.74. The parties already settled that amount by disbursing a check in the amount of \$5,408,806.74, which comes up to a monthly rent of \$58,791.38 ( $\$5,408,806.74 / 92$  months). As a matter of fact, Plaintiff Hamed has repeatedly attached a copy of the rent check in the amount of \$5,408,806 in support of the position that because rent has always been paid to Defendant United, this in turn supports the existence of the purported partnership of Yusuf and Hamed. Thus, on the one hand, Hamed uses evidence of a rent check to prove the existence of a purported partnership, and then turns around and denies that he [Plaintiff Hamed] has ever agreed to pay rent for Bay 1 for the period of **January 1<sup>st</sup>, 1994 through May 4<sup>th</sup>, 2004.**

Whatever relationship the parties may ultimately deemed to have in this action, the simple and narrow issue before this court is that Defendant United as the fee simple owner of the premises is entitled to the value of the rent for the premises being used by the Plaza Extra

– East Supermarket operation. If Plaintiff Hamed feels the urge not to agree to the withdrawal of the value of rent, then by all means this alleged partnership/ joint venture / business agreement should vacate the premises forthwith.

## V. CONCLUSION

For the foregoing reasons, it is respectfully requested that an Order permitting Defendant United to Withdraw Rents in the amount of \$5,234,298.71 be granted.

Date: September 9, 2013

**Respectfully Submitted,**

**DEWOOD LAW FIRM**  
Attorney for Defendant United

By: /s/Nizar A. DeWood  
Nizar A. DeWood, Esq.  
(VI bar No. 1177)  
2006 Eastern Suburbs, Suite 102  
Christiansted, V.I. 00820  
T. (340) 773-3444  
F. (888) 398-8428

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 9th day of September, 2013, I caused a true and exact copy of the foregoing Motion to Withdraw Rent, Memorandum of Law, Exhibits A – D, and Proposed Order to be served on counsel for the Plaintiff at the below address.

|  |  |
|--|--|
| <b>Joel H. Holt</b><br><b>Law Office of Joel H. Holt</b><br><b>2132 Company Street</b><br><b>Christiansted, VI 00820</b> | <b>Carl Hartmann</b><br><b>5000 Estate Coakley Bay, L-6</b><br><b>Christiansted VI 00820</b><br><b>carl@carlhartmann.com</b> |
|--|--|

*/s/ Nizar A. DeWood*

Nizar A. DeWood

# EXHIBIT

A

*(Affidavit of Fathi Yusuf)*

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

MOHAMMAD HAMED

Plaintiff

Vs.

FATHI YUSUF  
UNITED CORPORATION

Defendants

**CIVIL NO. SX-12-CIV-370**

**CIVIL ACTION**

**ACTION FOR DAMAGES**

**AFFIDAVIT OF FATHI YUSUF**

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**AFFIDAVIT OF FATHI YUSUF**

I, Fathi Yusuf, pursuant to 28 USC §1746, declare under oath that:

1. I am an adult of sound mind, and I am the treasurer and secretary of United Corporation, as such I am aware of the facts herein.
2. I have made repeated demands for rent outstanding to Plaintiff Hamed regarding the current rent obligations owed to United.
3. United Shopping Plaza is divided into various sized retail spaces. Each retail space is referred to as a "Bay." Since 1986, Bay 1, a 69,680 Sq. Ft. (approx.) retail space has been occupied by the Plaza Extra Supermarket in Sion Farm, St. Croix.
4. For the period of January 1<sup>st</sup>, 2012 through September 1, 2013 there is rent outstanding and due in the amount of \$1,234,618.98.
5. The period of January 1<sup>st</sup>, 2012 through September 1, 2013 reflects a 21 month rental period at a monthly rate of \$58,791.38 for a total of \$1,234,618.98. The monthly rate is calculated based on the sales of the Plaza Extra Store in St. Thomas.
6. This rate has been agreed upon by myself and Mohammed Hamed and was used to calculate the rent for the period of May 5<sup>th</sup>, 2004 through December 31<sup>st</sup>, 2011. The

attached Exhibit C shows how the calculations have been done, and to which everyone agreed to by issuing a check in the amount of \$5,408,806.74. Therefore, the monthly rate of \$58,791.38 is what the current monthly rent is.

7. For the period of January 1, 1994 through May 4<sup>th</sup>, 2004, there is rent outstanding in the amount of \$3,999,679.73 (69,680 Sq. Ft. of Retail Space @ \$5.55 sq. ft.). This reflects a rental period of 10 Years & 125 days. The rate of \$5.55 sq. ft. has always been significantly below market value.
8. United did not make a demand for the rent for the period of January 1, 1994 through May 4<sup>th</sup>, 2004 because records concerning the exact months that rental period began and ended were in the possession of the Federal government. Plaintiff knows well these records are in the possession of the federal government, and has never made any objections or denied that no agreement existed regarding the payment of rents.
9. It is respectfully requested that an Order permitting United withdraw the back rent of \$5,234,298.71 the value of all rents due for Bay 1.
10. As the fee simple owner of United Shopping Plaza, Defendant United is also entitled to repossess the premises immediately as a result of Plaintiff's bad faith refusal to allow United to withdraw rents at a rate that has already been agreed on.
11. Whether the court declares this to be partnership, a business agreement, or any other legal entity, the rent due must be paid, and there can be no excuse for failure to pay any rent.

Date: 9-9-2013

  
\_\_\_\_\_  
Fathi Yusuf

# EXHIBIT

## B

*(Previous Rental*

*Check for \$5.4 Million Dollars for the  
period of 2004 through 2011)*


UNITED CORPORATION D/B/A PLAZA EXTRA  
UNITED SHOPPING PLAZA

64866

Check Number: 64866  
Check Date: Feb 7, 2012

Check Amount: \$5,408,806.74  
Discount Taken      Amount Paid  
5,408,806.74

Item to be Paid - Description  
Rent - Sion farm

|   |   |       |
|---|---|-------|
| UNITED CORPORATION D/B/A<br>PLAZA EXTRA<br>4C & 4D ESTATE SION FARM<br>CHRISTIANSTED, VI 00821<br>(840) 778-8240 (840) 719-1870 | BANCO POPULAR DE PUERTO RICO<br>101-687216  | 64866 |
|   | DATE<br>Feb 7, 2012   |       |
|   | AMOUNT<br>\$ ***\$5,408,806.74  |       |
| Five Million Four Hundred Eight Thousand Eight Hundred Six and 74/100 Dollars   |   |       |
| RAY<br>TO THE<br>ORDER<br>OF  | VOID AFTER 90 DAYS  |       |
| UNITED SHOPPING PLAZA<br>P.O. BOX 763 C'STED<br>ST. C ROIX, VI 00821  |  |       |
| AUTHORIZED SIGNATURE  |   |       |
| MEMO: PLAZA EXTRA (SION FARM) RENT  |   |       |
| #064866# 00216066744 19141488304  |   |       |



# EXHIBIT

## C

*(Rent Calculations Sheet for the period  
of 2004 through 2011)*

**United Corporation dba Plaza Extra**

**Tutu Park Store Sales:**

|                              |                             |
|------------------------------|-----------------------------|
| 1-1-2004 to 12-31-2004       | 32,323,902.88               |
| Less: 1-1-2004 to 5-4-2004   | <u>-10,849,029.02</u>       |
| Sales 5-5-2004 to 12-31-2004 | <u><u>21,474,873.86</u></u> |

**Tutu Park Store:**

|                                  |                  |
|----------------------------------|------------------|
| Paid Rent, Water, & Property Tax | 263,577.53       |
| Paid 1.5% Overage                | <u>71,914.23</u> |
| 5-5-2004 to 12-31-2004           | 335,491.76       |

|                        |                   |
|------------------------|-------------------|
| 1-1-2005 to 12-31-2005 | 515,361.54        |
| 1-1-2006 to 12-31-2006 | 590,533.60        |
| 1-1-2007 to 4-1-2007   | 255,699.33        |
| 4-2-2007 to 12-3-2007  | 468,689.55        |
| 1-3-2008 to 12-5-2008  | 540,180.12        |
| 1-5-2009 to 12-10-2009 | 529,799.66        |
| 1-6-2010 to 12-3-2010  | 527,565.40        |
| 1-1-2011 to 12-31-2011 | <u>541,175.61</u> |

|                                   |                   |
|-----------------------------------|-------------------|
| Rent, etc. 5-5-2004 to 12-31-2011 | 4,304,496.57      |
| Parking Lot Cleaning              | <u>126,000.00</u> |
| Total Amount Paid                 | 4,430,496.57 a    |

**Tutu Park Store Sales:**

|  |                         |
|--|-------------------------|
| 5-5-2004 to 12-31-2011                 | 261,474,323.91          |
| Portion of Sales - Rented building     | <u>217,895,269.93</u> b |
| Portion of Sales - Area built by Plaza | 43,579,053.98           |

Total Paid as a % of Sales (Rented Bldg.) = a/b 2.0333147073%

**Sion Farm Sales:**

|  |                      |
|--|----------------------|
| Sion Farm Sales 5-5-2004 to 12-31-2011 | 273,884,222.70       |
| Less: R/X                              | <u>-7,874,897.13</u> |
|  | 266,009,325.57       |

Calculated Rent as a % of Sales Sion Farm \$ 5,408,806.74

# EXHIBIT

## D

*(May 25<sup>th</sup> Correspondence for Joel H.  
Holt, Esq.)*

# *JOEL H. HOLT, ESQ. P.C.*

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2132 Company Street, Suite 2  
Christiansted, St. Croix  
U.S. Virgin Islands 00820

Tele. (340) 773-8709  
Fax (340) 773-8677  
E-mail: [holtvi@aol.com](mailto:holtvi@aol.com)

May 22, 2013

Nizar A. DeWood  
The DeWood Law Firm  
2006 Eastern Suburb, Suite 101  
Christiansted, VI 00820

By Email and Mail

Re: Plaza Extra

Dear Attorney DeWood:

In response to your letter dated May 17, 2013, regarding "Rent Due" for Bay Nos. 1, 5 and 8, my clients have authorized me to respond as follows:

1. **Bay No. 1**-The rent claimed is for the time period between 1994 and 2004. There was never any understanding that rent would be paid for this time period, much less at that rate. In any event, this inflated claim is clearly barred by the statute of limitations.
2. **Bay No. 5**-The rent claimed for the time period between 1994 and 2001 is for vacant space was used without charge until a tenant could be located. Thus, there was never any agreement to pay rent for this space either. In fact, the rate your client is attempting to charge is grossly inflated as well. In any event, this claim is also barred by the statute of limitations.
3. **Bay No. 8**-The rent claimed for this Bay was never agreed to, as the items stored there were removed from a space in a trailer where everything was just fine. Moreover, no one would agree to pay the amount you claim is due for warehouse storage. The fact that this amount is even being sought confirms that Fathi Yusuf should no longer be a partner in the Plaza Extra supermarkets, as it is a breach of the duty of good faith and fair dealing (that every partner owes the partnership) when you try to extort money from your own business. In any event, these items will be removed from Bay 8 to the second floor of the store since your client now wants to charge rent for this space.

Ever since your clients lost the preliminary injunction hearing, they have done everything they can to undermine the partnership. Your clients' belated claim for inflated amounts of back rent (that were never agreed to) is just another example of your clients' continued efforts to try to undermine the Court's Order.

Yours,

A handwritten signature in black ink, appearing to read "J. H. Holt", written over the typed name.

Joel H. Holt

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

MOHAMMAD HAMED

Plaintiff

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Defendants

CIVIL NO. SX-12-CIV-370

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ACTION FOR DAMAGES

ORDER

THE SUPERIOR COURT OF THE VIRGIN ISLANDS

13 SEP -9 P 1:18

**ORDER**

Before this Court is Defendant United Corporation's Motion to Withdraw Rents; the Court duly advised in the premises, the Memorandum of Law in Support thereof, it is hereby

**ORDERED** that the Motion is **GRANTED**;

**ORDERED** that Defendant United shall be permitted to withdraw forthwith the amount of \$5,234,298.71 dollars for the rent due and owing to Defendant United from the operations of the Plaza Extra – East Store.

**ORDERED** that copies of this Order be served on the parties of record.

**ORDERED** this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
**HON. DOUGLAS BRADY**  
**SUPERIOR COURT JUDGE**

**ATTEST:**  
Venetia H. Velazquez, Esq.  
Clerk of the Court

By: \_\_\_\_\_  
DEPUTY CLERK

ST. CROIX, VI

ST. CROIX, VI

ST. CROIX, VI