

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

HISHAM HAMED, derivatively, on behalf
of **SIXTEEN PLUS CORPORATION**,

Plaintiff,

v.

**FATHI YUSUF, ISAM YOUSUF and
JAMIL YOUSEF**

Defendants,

and

SIXTEEN PLUS CORPORATION,

a nominal defendant.

Case No.: 2016-ST-CV-____

**DERIVATIVE SHAREHOLDER
SUIT, ACTION FOR DAMAGES
AND CICO RELIEF**

JURY TRIAL DEMANDED

VERIFIED COMPLAINT

The Plaintiff, by counsel, hereby alleges as the basis of his Verified Complaint against the Defendants as follows:

JURISDICTION AND PARTIES

1. This Court has jurisdiction pursuant to 4 V.I.C. §76 and 14 V.I.C. §607.
2. Plaintiff Hisham Hamed, ("Hamed") is an adult resident of St. Croix and is an owner of stock in nominal defendant Sixteen Plus Corporation ("Sixteen Plus").
3. Defendant Fathi Yusuf is an adult resident of St. Croix who was (and still is) a shareholder, officer and director of Sixteen Plus at all times relative hereto.
4. The Defendant Isam Yousuf is an adult resident of St. Martin and has been at all times relative hereto.

5. The Defendant Jamil Yousef is an adult resident of St. Martin and has been at all times relative hereto.
6. The Plaintiff brings this shareholder's derivative action on behalf of Sixteen Plus Corporation ("Sixteen Plus"), a Virgin Islands corporation that was formed in February of 1997, which is joined as a nominal defendant, as the cause of action belongs to the corporation, but its Board of Directors is such that the Board cannot be reasonably expected to bring suit in the name of the corporation.
7. The Plaintiff was (and still is) a shareholder of Sixteen Plus at all times relative hereto, as he was an initial shareholder when the corporation was formed and has continuously remained a shareholder during all times relevant.
8. The Plaintiff has standing to bring this suit pursuant to Rule 23.1 of the Federal Rules of Civil Procedure, which is applicable to this cause of action.
9. The Board of Directors of Sixteen Plus currently consists of two directors, Fathi Yusuf, a named defendant, and Waleed Hamed.
10. Fathi Yusuf and Waleed Hamed and their families are in intractable litigation in several other matters. Both have acknowledged this to be the case, and have filed papers in other proceedings before the Superior Court attesting to this. Moreover, the Superior Court (Willocks, J.) has entered an Order stating that the Hamed and Yusuf families could file a derivative action as to another jointly controlled corporation for the same reason.
11. Thus, Plaintiff has not made a demand on the Board of Directors, as it would be futile to make a demand on them to bring this suit on behalf of Sixteen Plus. As was true in the same situation before Judge Willocks, there would be no

reasonable expectation that Fathi Yusuf would agree to have Sixteen Plus sue him for embezzlement, fraud and a violation of Section 605 of Title 14 of the Virgin Islands Code

FACTS

12. On February 10, 1997, Sixteen Plus was formed as a corporation to purchase a 300 plus acre parcel of land on the South shore of St. Croix, often referred to as Diamond Keturah (hereinafter referred to as the "Land") from the Bank of Nova Scotia ("BNS"), which had obtained its ownership interest subject to rights of redemption through a foreclosure sale conducted on February 13, 1996.
13. A contract to buy the Land subject to the rights of redemption was then entered into between Sixteen Plus and BNS on February 14, 1997.
14. At the time it was formed and at all times up to the present, all of Sixteen Plus' stock has been owned 50% by family members of Fathi Yusuf and 50% by family members of Mohammad Hamed.
15. At the time Sixteen Plus was formed, Fathi Yusuf and Mohammad Hamed were 50/50 partners in a grocery business known as Plaza Extra Supermarkets.
16. Fathi Yusuf and Mohammad Hamed decided to buy the Land in question by providing the necessary funds to Sixteen Plus -- using only proceeds from the grocery store they owned -- which they did as described below.
17. Yusuf, acting for the partners, then undertook the business arrangements regarding the purchase of the Land.
18. Yusuf made these business arrangements as to the purchase of the Land on behalf of the partnership rather than involving Hamed because, as both the Court

in *Hamed v. Yusuf* and Fathi Yusuf himself have stated -- Fathi Yusuf was "in charge" of the business transactions for the partnership and they were under his "exclusive ultimate control". (See, *Hamed v. Yusuf*, 2013 WL 1846506 (V.I.Super. April 25, 2013)(para. 19 at page *6, "Yusuf's management and control of the "office" was such that Hamed was completely removed from the financial aspects of the business. . . ." and Yusuf's May 9, 2013, *Motion to Stay the Preliminary Injunction* in that same action -- where Yusuf admitted "[Hamed] never worked in any management capacity at any of the Plaza Extra Stores, which role was under *the exclusive ultimate control of Fathi Yusuf.*")

19. All funds used to buy the Land came from the Plaza Extra Supermarkets partnership – and thus from Yusuf and Hamed as the only two partners.

20. However, Fathi Yusuf did not want either the Government of the Virgin Islands or BNS to know the source of the funds he was using to buy the Land, as he did not want them to know he was secretly diverting unreported cash from the Plaza Extra Supermarket to Sixteen Plus as part of a criminal money laundering effort.

21. As such, Fathi Yusuf conspired with Isam Yousuf, his nephew who lived on St. Martin, to launder in excess of \$4,000,000 in unreported, untaxed partnership funds to St. Martin from the Plaza Extra Supermarket operations -- so that they could then wire these funds back to a Sixteen Plus account at BNS in order for Sixteen Plus to use these 'laundered' funds to purchase the Land.

22. To accomplish this, Fathi Yusuf had large sums of cash delivered to Isam Yousuf in St. Martin, who thereafter deposited those funds into various accounts in St. Martin. Fathi Yusuf and Isam Yousuf then transferred the partnership's funds by

wire to an account in the name of Sixteen Plus at BNS on St. Croix. The transfers (which exceeded \$4,000,000) to Sixteen Plus' account at BNS took place between February 13th and September 4th of 1997.

23. To further cover up the partnership source of these funds, as well as to try to shelter Isam Yousuf from exposure to criminal consequences from the effort to launder and use the cash from the partnership's supermarkets, Fathi Yusuf and Isam Yousuf agreed to create a sham note and mortgage for the transaction, naming Fathi Yusuf's niece who lived in St. Martin, Manal Mohammad Yousef ("Manal Yousef"), as the sham mortgagee.
24. Fathi Yusuf explained the note and mortgage to his partner, Mohammad Hamed, as well as the various Hamed shareholders of Sixteen Plus as being a business transaction to protect the property, that Manal Yousef could never actually enforce the mortgage, and that he could get it discharged at any time.
25. Fathi Yusuf then caused a sham note and mortgage in the amount of \$4,500,000 to be drafted by Sixteen Plus' counsel in favor of Manal Yousef, dated September 15, 1997, even though she had no such funds, and had never advanced any funds to Sixteen Plus -- as those funds belonged 50/50 to the Hameds and Yusufs.
26. At Fathi Yusuf's direction, that sham note and mortgage in the amount of \$4,500,000 were then executed by Sixteen Plus in favor of Manal Yousef on September 15, 1997, even though the Land in question had actually not been purchased yet.

27. On December 24, 1997, BNS finally was entitled to a conveyance of the Land from the Marshal of the Territorial (now Superior) Court, as the rights of redemption in the foreclosure sale had expired.
28. As per the contract between them, instead of taking title, BNS assigned its right to this conveyance from the Marshal to Sixteen Plus. Sixteen Plus paid for this assignment with the funds from the partnership.
29. On February 22, 1998, Sixteen Plus finally received and recorded the deed to the Land. On that same day, Sixteen Plus also recorded the sham mortgage (dated September 15, 1997) in favor of Manal Yousef.
30. In 2003, the Federal Government filed felony money laundering and tax evasion criminal charges against Fathi Yusuf and Isam Yousuf, among others.
31. The felony case included criminal charges related to the aforementioned laundering of funds by diversion from the partnership's Plaza Extra supermarkets to St. Martin to buy the Sixteen Plus Land.
32. Pursuant to those charges, the Federal Government placed a lien against various real property owned by Fathi Yusuf's United Corporation as well as corporations also owned jointly by the Yusuf and Hamed families -- including the Land owned by Sixteen Plus.
33. As part of its investigation and the charges, the FBI retrieved the bank records from St. Martin showing the diversion of the funds from the partnership's Plaza Extra supermarkets to St. Martin -- and subsequent transfer of those laundered funds back to the bank account of Sixteen Plus in order to purchase this Land.

34. While the criminal case continued over the next years, various third parties attempted to buy the Land from Sixteen Plus at substantially higher prices than was paid for the property, with the highest offer exceeding \$22 million.
35. Recognizing this substantial increase of 500% in value in less than 10 years, Fathi Yusuf tried to figure out how to pocket these funds for himself.
36. In this regard, the Federal Government agreed that it would remove its lien and the Land could be sold – but **only** if the proceeds of any such sale were escrowed pending the outcome of the criminal case.
37. Contrary to the best interests of Sixteen Plus and its shareholders, Fathi Yusuf initiated a plan (the “Plan”) to embezzle from and defraud Sixteen Plus of the value of the Land, rejecting the offers for the Land unless the sham Manal Yousef note and mortgage were paid so he could then get sole control of these funds.
38. The Federal Government refused to agree to the request that the Manal Yousef mortgage be paid first, confirming its own doubts about the validity of this mortgage.
39. Fathi Yusuf could also have had Manal Yousef agree to an escrow of the sales proceeds while preserving her alleged mortgage rights, which would have allowed the sale to take place and fully protect the debt allegedly owed to her, but this would have necessarily involved her in the on-going criminal prosecution since the Land was actually purchased with laundered funds, so such a request was never made. Indeed, once the funds were escrowed, Fathi Yusuf would lose his opportunity to keep the funds for himself pursuant to his Plan.

40. As such, Sixteen Plus lost the benefit of such sales because of Fathi Yusuf's insistence that the sham mortgage be paid upon the sale of the property -- which payment the Federal Government refused to allow.
41. By May of 2010 it was clear that a settlement and plea would eventually be reached in the criminal action.
42. In May of 2010, without the knowledge of the Hameds, Defendants took an additional step to further the Plan (the "Plan") to obtain a "Real Estate Power of Attorney" from "Manal Mohammad Yousef Mohammad" **that gave Fathi Yusuf, personally, the power to do whatever he wished with the mortgage,** including releasing the mortgage or foreclosing on the Land for his own benefit, even though the Hamed family had actually paid 50% for the Land. See **Exhibit 1.**
43. This power of attorney gave no rights or benefits to Sixteen Plus, even though Fathi Yusuf was an officer and director to the corporation, as well as a shareholder.
44. Additionally, this undisclosed power of attorney specifically stated that Fathi Yusuf was effectively given total power over what to do with the Land and foreclosure proceeds -- as he was also released and indemnified as to all actions he might take in regard to his broad, personal power of attorney—which further demonstrated that the mortgage and note were a sham, as no bona fide lender gives a principal of the borrower a full power of attorney to discharge the debt without requiring payment.

45. Upon information and belief, the power of attorney was drawn up by a Virgin Islands lawyer retained by Fathi Yusuf and executed by Manal Yousef on St. Martin.
46. That execution of the undisclosed, exclusive power of attorney in favor of Fathi Yusuf personally was orchestrated by Isam Yousuf in furtherance of the Plan with Fathi Yusuf to steal half of the value of the Land, then in excess of \$25 million, from Sixteen Plus and the Hamed shareholders.
47. The Defendants planned to use the sham mortgage to allow Fathi Yusuf to foreclose of the Land *for his own personal benefit*, and to thus deny Sixteen Plus the value of the Land.
48. In 2013, the Federal Government reached a settlement in the criminal case, which included *inter alia* a lump sum \$10 million payment of taxes to the Government of the Virgin Islands for previously unreported income from the Plaza Extra Supermarkets.
49. In addition to this large payment for back taxes, a fine in excess of \$1,000,000 was also paid to the Government, along with a plea of guilty to the pending felony charge of tax evasion by the corporate defendant, who subsequently was determined to be the partnership.
50. As a result of the plea and settlement, the Federal Government removed its lien on the Land. Also, Fathi Yusuf and several of the other defendants were given personal immunity from criminal prosecution for pre-2002 acts of tax evasion and money laundering.

51. After the criminal case was dismissed, the Defendants, in furtherance of the Plan, retained counsel on St. Martin to send a demand to Sixteen Plus – for payment of the sham note and mortgage Sixteen Plus allegedly owed to Manal Yousef. See **Exhibit 2**.
52. That St. Martin counsel did not disclose to Sixteen Plus or the Hameds that Fathi Yusuf was the person personally directing the demand.
53. A response was made to that demand by Hamed's counsel on behalf of Sixteen Plus, which was reduced to writing -- pointing out that the mortgage was not valid for the reasons stated herein. That writing also specifically stated that St. Martin counsel was acting improperly in asserting he was representing Manal Yousef's interests rather than Fathi Yusuf's. See **Exhibit 3**.
54. While counsel on St. Martin promised to get a response to that letter after discussing the matter with his real "client" (see **Exhibit 4**), he never did so, strongly indicating to the Hameds that he had never really been retained by Manal Yousef.
55. In 2016, Fathi Yusuf filed a civil lawsuit in the Superior Court as part of the Plan; seeking to dissolve Sixteen Plus in an attempt to, inter alia, dispose of the Land and trigger payment of the sham mortgage.
56. In the course of that litigation, Fathi Yusuf was required to produce all documents he had exchanged with Manal Yousef, including any powers of attorney.
57. When Fathi Yusuf did supply what he represented to be all such documents on July 26, 2016, the power of attorney was not disclosed.

58. Hamed's counsel wrote to Yusuf's counsel pursuant to Fed. R. Civ. P. 34 and 37 (**Exhibit 5**), specifically asking for verification under the Rules that there was no such "power of attorney":

Stefan -1 reviewed these new responses and there are still several deficiencies:

* * * *

3) Supplemental Document Response #13-The documents you referenced as documents exchanged with Manal Yousef only include the deed, mortgage, mortgage note and certain wire transfers from someone else—**please confirm** there are no letters, faxes, emails, documents showing any interest payments to her (as alleged were made), **powers of attorney**, pre-mortgage negotiations or any other documents exchanges with your client and her or her agent. (Emphasis added.)

59. On August 5, 2016, Fathi Yusuf's counsel responded that he had initiated a "reasonable search" as to his client and his client's documents, and there was no such power of attorney. See **Exhibit 5**.

Joel,Here are my responses to your numbered paragraphs:

* * * *

I stand by my statement in the supplemental Rule 34 response that **based on a reasonable search there are no other documents responsive to your request**. I believe that supplemental response to your request is sufficient under the Rules (and I thought from our meet and confer that is what you wanted), and that I am not under any duty to go into more detail. (Emphasis added.)

60. During the same Superior Court litigation, Fathi Yusuf was also required to answer an interrogatory about the note and mortgage on the Land. To falsely make it appear that Manal Yousef was a *bona fide* mortgagee, hide the undisclosed personal power of attorney and protect the Plan – Fathi Yusuf stated under oath as follows (See **Exhibit 6**):

- That Manal Yousef loaned \$4.5 million on September 15, 1997, for the purchase of the Land;
- That Manal Yousef was paid three interest only payments on the mortgage between 1998 and 2000;
- That Manal's last known address is 25 Gold Finch Road, Point Blanche, St. Martin, N.A.;
- That he did not recall the last time he spoke with her;
- That Manal Yousef had retained counsel in the Virgin Islands;
- That he would not provide a phone number for Manal Yousef because she had counsel in the Virgin Islands.

61. All of the foregoing statements made by Fathi Yusuf in his interrogatory response are false, and were made in furtherance of the Plan to steal half of the value of the Land from Sixteen Plus and its shareholders, the Hameds, by a foreclosure -- as Fathi Yusuf committed perjury in furtherance of the Plan when he made these statements.

62. Yusuf then filed a motion for a protective order to avoid providing Manal Yusuf's phone number, as a Sixteen Plus or Hamed discussion with Manal would disclose the power of attorney and the Plan to steal half of the value of the Land in a sham foreclosure.

63. After the Court denied Yusuf's motion and ordered Fathi Yusuf to provide the phone number of Manal Yousef, he then repeated the false statements above -- and *now* stated that he did not have her phone number despite his motion to protect that exact information -- but that she could be reached through her nephew, Jamil Yousef, although to date he has repeatedly refused to verify that response. See **Exhibit 7**.

64. However, the location given by Fathi Yusuf as Manal Yousef's address is actually in the possession of and used by Isam Yousuf, which is where he and his son, Jamil Yousef, reside.
65. Yusuf knew, when he falsely certified to the contrary, that this was not the location where Manal Yousef resided.
66. The purpose of this false representation in response to the Court's Order being that the Defendants planned to intercept any mail, service or other communications to Manal before she could receive them.
67. Indeed, when service of process in the another pending Superior Court action was left at that address for Manal Yousef, Isam and Jamil Yousef intercepted the summons and contacted Fathi Yusuf, telling him about the suit instead.
68. Upon information and belief, Jamil Yousef then agreed to further participate in this fraudulent Plan by allowing Fathi Yusuf to provide his name to the Court as the alleged contact for Manal Yousef, to hide the truth -- promising to call Fathi Yusuf if he was contacted by anyone, so that her whereabouts would remain secret and she would not learn that "she" alone was allegedly going to get millions of dollars -- money which Fathi Yusuf was seeking.
69. Fathi Yusuf thereafter represented to the Superior Court, without the necessary identification of the true party in interest, that he had been contacted by Manal Yousef's "agent", when he knew in fact that it was he, Fathi Yusuf, who was directing the case and attempting to foreclose the sham mortgage under the undisclosed power of attorney -- for his own benefit.

70. Indeed, the Defendants were wrongfully attempting to hide the fact that Fathi Yusuf was the real plaintiff in interest – and that Manal Yousef had not personally even contacted counsel in the USVI to represent her alleged interests.

71. To further this Plan, Fathi Yusuf retained USVI counsel to represent him “acting” as Manal Yousef -- and then represented to the USVI Court that Manal Yousef had retained USVI counsel, when she had not in fact done so. He did not disclose that the suit was actually being brought by him, that he was the true party in interest, or the existence of the wrongfully undisclosed power of attorney.

COUNT I

72. Plaintiff repeats and realleges all preceding paragraphs, which are incorporated herein by reference.

73. Section 605 of Title 14 of the Virgin Islands Code provides in part as follows:

(a) It is unlawful for any person employed by, or associated with, any enterprise, as that term is defined herein, to conduct or participate in, directly or indirectly, the affairs of the enterprise through a pattern of criminal activity.

(b) It is unlawful for any person, through a pattern of criminal activity, to acquire or maintain, directly or indirectly, any interest in, or control of, any enterprise or real property.

(c) It is unlawful for any person who has received any proceeds derived, directly or indirectly, from a pattern of criminal activity in which he participated as a principal, to use or invest, directly or indirectly, any part of the proceeds thereof, or any proceeds derived from the investment or use of any of those proceeds, in the acquisition of any title to, or any right, interest, or equity in, real property, or in the establishment or operation of any enterprise. . . .

74. Pursuant to 14 V.I.C. §607(a), any aggrieved party may institute civil proceedings against any persons to obtain relief from a violation of §605.

75. Sixteen Plus and its shareholders are such aggrieved parties, as the Defendants have acted in concert with one another in conspiring together to embezzle funds from and criminally defraud Sixteen Plus and its shareholders, which is expressly prohibited by 14 V.I.C. §834, causing damages to Sixteen Plus and its shareholders.

76. The Defendants conspired together to accomplish this goal by using unlawful means, including the use of knowingly false court filings in two different cases -- and perjured testimony in violation of 14 V.I.C. §1541 and §1548.

77. This enterprise of criminal activity included criminal activity as defined by Title 14, Chapter 41 (giving false statements), Chapter 75 (obstruction of justice) and Chapter 77 (perjury) as well as various wire fraud and other crimes.

78. Such conduct by the Defendants constitutes an enterprise of criminal activity as defined by Chapter 30 of Title 14 of the Virgin Islands Code, as the Defendants acted in concert as a group in association with one another in carrying out their goal of embezzling funds from and otherwise defrauding Sixteen Plus and its shareholders, with each of the named Defendants being a Principal in this enterprise.

79. This enterprise of criminal activity involved a continued pattern of related criminal acts, beginning in 2005 when the first offers to purchase the Land were received, continuing through their more recent actions following the release of the Federal lien, and up to the current date -- related to the goal of the enterprise, which consisted of multiple felonies during this time period. These were not isolated

acts, and were all done with the intent to embezzle from, defraud and otherwise injure Sixteen Plus.

80. Pursuant to 14 V.I.C. §605, it is unlawful for the Defendants to engage in such a criminal activity, as was done here.

81. Sixteen Plus has been injured by this enterprise of criminal activity, subjecting its real property to a sham mortgage in a present value in the millions of dollars and by loss of value from the time the Land could have been sold for peak value but for the enterprise.

82. As such, Sixteen Plus is entitled to all civil remedies permitted an aggrieved party by 14 V.I.C. § 607, **including statutory treble damages**, for all damages caused by Defendants' unlawful criminal enterprise.

COUNT II

83. Plaintiff repeats and realleges all preceding paragraphs, which are incorporated herein by reference.

84. The actions of the Defendants were intentional, wanton, extreme and outrageous.

85. The actions of the Defendants were culpable and not justifiable under the circumstances.

86. The actions of the Defendants caused injury to Sixteen Plus.

87. As such, the Defendants are liable for said injuries suffered by Sixteen Plus as a result of their intentional and unjustifiable misconduct.

WHEREFORE, the Plaintiff seeks an award of compensatory damages, including treble damages where permitted by law, as well as consequential damages against the Defendants, jointly and severally, in an amount as determined by the trier of fact, along with any other relief ~~the~~ the Court deems appropriate, including but not limited to punitive damages if warranted by the facts and applicable law.

A TRIAL BY JURY IS DEMANDED AS TO ALL ISSUES

Dated: October 31, 2016



Joel H. Holt, Esq. (Bar # 6)
Counsel for Plaintiff
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Carl J. Hartmann III, Esq.
Co-Counsel for Plaintiff
5000 Estate Coakley Bay, L-6
Christiansted, VI 00820
Email: carl@carlhartmann.com

Counsel hereby certifies that he has affixed his signature hereto pursuant to the requirements of 14 V.I.C. §607(d) and has sent a true copy to the Attorney General as required by § 607(f). See Exhibit 1.

Dated: October 31, 2016



Joel H. Holt, Esq.
V.I. Bar No. 6
Law Office of Joel H. Holt, P.C.
Counsel for Plaintiff
2132 Company Street
Christiansted, VI 00820
Email: holtvi@aol.com
Tele: (340) 773-8709

VERIFICATION

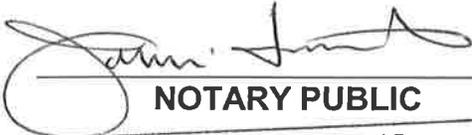
I, Hisham Hamed, do hereby verify that I have carefully read the Complaint and that based upon reasonable inquiry, I believe that the Complaint comports with the requirements set forth in items (1) through (3) of 14 V.I.C. §607(d), which I have read.

Dated: October 31, 2015



Hisham Hamed

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 31st DAY
OF OCTOBER, 2016



NOTARY PUBLIC
NOTARY PUBLIC
JERRI FARRANTE
Commission Exp: September 3, 2019
NP-93-15

REAL ESTATE POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that I, Manal Mohamad Yousef, of 25 Gold Finch Road, Pointe Blanche, St. Martin, N.A., have made, constituted and appointed and by these presents do make, constitute and appoint Fathi Yusuf, of P. O. Box 503358, St. Thomas, VI 00804, my true and lawful attorney ["Attorney"], for me and in my name, place and stead, and on my behalf, and ~~for~~ my use and benefit:

To do and perform all and every act and thing whatsoever requisite and necessary to be done in relation to my interest as a Mortgage/Lender in the real property located on St. Croix, U.S. Virgin Islands, the legal description of which is attached hereto as Exhibit A.

Said acts and things include, but are not limited to all of those powers enumerated in Title 15 Virgin Islands Code, Uniform Power of Attorney Act § 5-604, the execution and delivery of any and all documents such as a Release, Ratification, Assignment, Closing Statement, contracts, affidavits, and any other documents necessary to do all acts related to my interest in said property, including prosecuting foreclosure in my name, as I might or could do if personally present, with full power of substitution and revocation, hereby ratifying all that my said attorney shall lawfully do or cause to be done by virtue thereof.

The rights, powers and authority of said attorney-in-fact granted in this instrument shall commence upon the date of execution of this instrument and shall be in and remain in full force and effect until terminated by me in writing and filed in the Recorder of Deeds office wherein said property is situated. I hereby agree to release, indemnify, defend and hold my attorney-in-fact harmless for all claims arising by reason of his acts he so performs in accordance with this instrument and the law.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 2010.

WITNESSETH:

[Handwritten signatures of witnesses]

[Handwritten signature of Manal Mohamad Yousef]
MANAL MOHAMAD YOUSEF



EXHIBIT A

1. Parcel No. 8, Estate Cane Garden, of approximately 2.6171 U.S. Acres.
2. Remainder No. 46A, Estate Cane Garden, of approximately 7.6460 U.S. Acres.
3. Parcel No. 10, Estate Cane Garden, of approximately 2.0967 U.S. Acres.
4. Road Plot No. 11, Estate Cane Garden, of approximately 0.0968 U.S. Acres.
5. Parcel No. 11, Estate Retreat, Matr. No. 37B of Company Quarter and Peter's Blinde, Matr. No. 37A and 37BA, Company Quarter, and No. 54 Queen's Quarter all of approximately 42.3095 U.S. Acres.
6. Remainder Matr. 32B, Estate Cane Garden of approximately 48.5173 U.S. Acres.
7. Parcel No. 9 Estate Cane Garden, of approximately 11.9965 U.S. Acres.
8. Remainder Matr. 32A, Estate Cranard, of approximately 41.0736, U.S. Acres.
9. Parcel No. 40, Estate Cranard of approximately 14.9507 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 61.2558 U.S. Acres.
13. Parcel No. 3, Estate Diamond, of approximately 6.9368 U.S. Acres.
14. Parcel No. 2, Estate Diamond, of approximately 6.5484 U.S. Acres.
15. Road Plot No. 12, Estate Cane Garden, of approximately 0.4252 U.S. Acres.
16. Road Plot No. 41, Estate Cranard, of approximately 0.4255 U.S. Acres.
17. Road Plot No. 6, Estate Diamond, of approximately 0.8510 U.S. Acres.



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



التجديدات
RENEWALS

Signature area with dotted lines.

توقيع صاحب الجواز
SIGNATURE OF HOLDER

THE HASHEMITE KINGDOM OF JORDAN المملكة الأردنية الهاشمية

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

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BZSE

Attorneys at Law | Tax Lawyers

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

Par Courier

St. Maarten, December 12, 2012

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

Dear Sir, Madame,

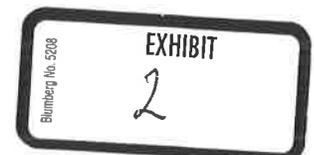
My client Manal Mohamad Yousef requested me to inform you of the following.

As it appears from documents in my possession your company owes client an amount of no less than US\$ 14,612,662.23 (Fourteen Million Six Hundred Twelve Thousand Six Hundred Sixty Two United States Dollars and Twenty Three Dollar Cent), for both principle and interest, based on a promissory note between client and your company dated September 15, 1007 and a First Priority Mortgage dated February 22, 1999. Apart from this your company owes client at least an amount of US\$ 3,000,000.00 for late penalties.

Client is no longer willing to accept your negligent payment behavior and hereby summons you to pay off the entire debt mentioned, to the total of US\$ 17,612,662.23, to client within two (2) weeks from the postdating of this letter. Failure to comply therewith shall result in legal measures taken against your company forthwith, the costs of which will be for your account only.

Sincerely yours,

Jelmer G. Snow



JOEL H. HOLT, ESQ. P.C.

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

December 24, 2012

Jelmar G. Snow, Esq.
BZSE
Kudu Driver #2, Bel Air
P.O. Box 373, Philipsburg
Sint Maarten

Via fax 599-542-7551 and mail

Re: Manal Mohamad Yousef/Sixteen Plus, Inc.

Dear Mr. Snow:

I understand why you rudely hung up on me on Friday, as you now obviously realize that you should have never sent the letter in question to Sixteen Plus, Inc. Aside from the fact that you are effectively practicing law in a jurisdiction where you are not admitted, you sent a letter on behalf of a person, Manal Mohamad Yousef, whom you have apparently never met or spoken with--and who appears to never have authorized you to send that letter.

Indeed, I do not understand why a lawyer in Sint Maarten would not question the propriety of being asked by someone from the Virgin Islands to send a demand letter to someone in the Virgin Islands involving real property located in the Virgin Islands. It is hard to believe that this scenario did not make you suspicious when you were retained by Mr. Yusuf to send this letter.

I suspect Mr. Yusuf assured you it was proper, but in my view you have an independent duty to verify certain basic facts about the matter before sending such a letter under the questionable circumstances in question. Had you inquired further, you would have found that Mr. Yusuf's family owns one-half of Sixteen Plus, Inc. Obviously he appears to be using your services to try to obtain the other 50% shareholder's interest. Of course, if the mortgage were valid, your alleged client, Manal Mohamed Yousef, would be adverse to your actual client, Mr. Yusuf.

If you had inquired further you would also have discovered that Mr. Yusuf, along with the United Corporation and others, was indicted by the taxing authorities in the Virgin Islands in 2003. While the case against Mr. Yusuf (and others) was finally dropped in



2010, the United Corporation, whom I suspect actually paid for your services, remains under indictment.

Finally, if you had inquired further, you would have discovered that Mr. Yusuf is involved in civil litigation with his partner here, which indirectly involves the asset owned by Sixteen Plus, Inc. Had you known this, you might have thought to ask him why he did not use any of the multiple lawyers he has already retained (who are admitted here) to send the letter you sent.

In due course, the mortgage will be proven to be invalid in my opinion, but I question whether you should remain involved any further in this matter in this jurisdiction unless (1) you can produce something in writing demonstrating that you have authorization to represent Manal Mohamed Yousef which (2) also waives any conflict you appear to have in representing Mr. Yusuf at the same time. I would be very interested in seeing such a document. If you do decide to become involved further here, you might also look into the law in the Virgin Islands regarding what should be included in a demand letter.

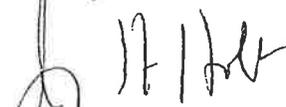
You also commented on the timing of my call, as the holidays are here, but you are the one who dictated the timing by requesting a response by December 26, 2012. I had called twice earlier in the week, as I had hoped a phone call would resolve this matter, but since you requested a written response when we finally spoke on Friday, please consider this letter as that response.

Finally, as for your comment about "American" lawyers, if you take the time to check me out, you will find I have an excellent reputation as well, despite what Mr. Yusuf might say. Indeed, Mr. Yusuf would do far better trying to amicably resolve these matters with his partner than resorting to such tactics like having a Sint Maarten Lawyer send a demand letter to a company in which his family has a 50% interest. In any event, while I do not like sending letters like this one, neither you nor Mr. Yusuf has left me any other alternative.

Please let me know if you have any questions or if you think there is additional information I should know. I am always glad to discuss anything you think I may have misunderstood or overlooked. However, if you wish to communicate with Sixteen Plus, Inc., please do so in writing sent to my attention at the above address.

Enjoy the rest of the holidays.

Yours,



Joel H. Holt

JHH/jf

Subj: **Your letter of today**
Date: 12/24/2012 11:55:30 A.M. Atlantic Standard Time
From: jsnow@bzselaw.com
To: Holtvi@aol.com

Dear Mr. Holt,

Apart from not being aware of any 'rude hang up' on your unannounced interrogative phone call of last Friday, please be notified that I am not accustomed to interrogations being conducted by opposing (American) lawyers through phone calls and see **no** reason to cooperate therewith. In case you find it necessary to interrogate me for whatever reason, you are **strongly** advised to follow the proper procedure(s).

I will discuss the relevant parts of your letter with client and will get back to you in due time.

Sincerely,

mr. Jelmer G. Snow
Attorney at Law



Attorneys at Law | Tax Lawyers

Kudu Drive 2, Belair
P.O. Box 737
St. Maarten
Tel: +1 (721) 542.3832 / +1 (721) 542.7550
Fax: +1 (721) 542.7551
Mobile: +1 (721) 554.4757
jsnow@bzselaw.com
www.bzselaw.com

CONFIDENTIALITY NOTICE

The information contained in this e-mail and any attachments is strictly confidential. If you have received this e-mail in error please delete this e-mail and any attachment without copying. You are not allowed to read, copy or disclose in any way the contents of this e-mail, any attachments or any part thereof.

EXCLUSIVE CONTRACTING PARTY:

BergmanZwanikkenSnowEssed Attorneys at Law is the trade name of a partnership of limited liability companies, registered with the trade register on the Country of Sint Maarten. BergmanZwanikkenSnowEssed is the exclusive contracting party in respect of all commissioned work.

LIMITED LIABILITY NOTICE:

All our services as well as all relations with third parties are governed by the General Terms & Conditions of BergmanZwanikkenSnowEssed, which include a limitation of liability. These terms have been filed with the Court of First Instance, seat Sint Maarten and will be sent to you – free of charge – upon request.



From: Stefan B. Herpel <sherpel@dtflaw.com>
To: Joel Holt <holtvi@aol.com>
Cc: nizar <nizar@dewood-law.com>; carl <carl@carlhartmann.com>; kimjapinga <kimjapinga@gmail.com>
Subject: RE: Supplemental Discovery Responses
Date: Fri, Aug 5, 2016 4:09 pm

Joel,

I am on vacation through part of next week. Here are my responses to your numbered paragraphs:

1. I will supplement with the nature of the conversation with the agent.
2. I stand by my objection to providing a phone number for Manal Yousef, and rely on what I stated in the objection and the decision in Nathaniel v. American Airlines, 2008 U.S. Dist. LEXIS 95336 (D. V.I. 2008).
3. I stand by my statement in the supplemental Rule 34 response that based on a reasonable search there are no other documents responsive to your request. I believe that supplemental response to your request is sufficient under the Rules (and I thought from our meet and confer that is what you wanted), and that I am not under any duty to go into more detail.
4. Mr. Yusuf is returning imminently to the islands and I should be able to get a scanned signature page to you by Tuesday, along with the supplemental information I described in interrogatory 1.

Regards,

Stefan

From: Joel Holt [holtvi@aol.com]
Sent: Monday, August 01, 2016 7:23 AM
To: Stefan B. Herpel
Cc: nizar@dewood-law.com; carl@carlhartmann.com; kimjapinga@gmail.com
Subject: Re: Supplemental Discovery Responses

Stefan-can you respond to the email below?

Joel H Holt
2132 Company St.
Christiansted, VI 00820
340-773-8709

On Jul 26, 2016, at 4:21 PM, Joel Holt <holtvi@aol.com<mailto:holtvi@aol.com>> wrote:

Stefan-I reviewed these new responses and there are still several deficiencies:

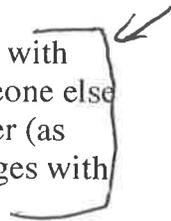
- 1) Interrogatory Response #5-The original interrogatory response indicated the last communication was with the agent for Manal Yousef—thus, we had expected supplementation to deal with communications with that agent. As the supplemental response deleted references to this agent, can you please provide the name and



address of the agent and describe the communications with this agent.

2) Supplemental Interrogatory Response #5-I appreciate the supplementation of this response, but your client is still required to produce Manal Yousef's phone number under Rule 26 as well as this request— please provide it.

3) Supplemental Document Response #13-The documents you referenced as documents exchanged with Manal Yousef only include the deed, mortgage, mortgage note and certain wire transfers from someone else — please confirm there are no letters, faxes, emails, documents showing any interest payments to her (as alleged were made), powers of attorney, pre-mortgage negotiations or any other documents exchanges with your client and her or her agent



4) Interrogatories-I still need a verification page from your client.

Please get back to me as soon as possible so we can resolve these last few issues.

Joel H. Holt, Esq.
2132 Company Street
Christiansted, St. Croix
U.S. Virgin Islands 00820
(340) 773-8709

-----Original Message-----

From: Stefan B. Herpel <sherpel@dtflaw.com<mailto:sherpel@dtflaw.com>>
To: 'Joel Holt' <holtvi@aol.com<mailto:holtvi@aol.com>>
Cc: Nizar A. DeWood, Esq. (nizar@dewood-law.com<mailto:nizar@dewood-law.com>) <nizar@dewood-law.com<mailto:nizar@dewood-law.com>>
Sent: Thu, Jul 21, 2016 8:14 pm
Subject: Supplemental Discovery Responses

Joel,

Attached are the supplemental responses to the interrogatories and documents requests in the Sixteen Plus/Peter's Farm case. I appreciate your patience in waiting for this supplementation.

I believe that these supplementations address the issues raised in our meet and confer, and that they will moot the need for you to file the motion to compel alluded to in your email of this morning.

I still owe you a certification page. Mr. Yusuf is out of town, and I will provide that to you as soon as he returns. I don't have a secretary at this hour, and will send the originals of these attachments by mail tomorrow.

Regards,

Stefan

IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS

DIVISION OF ST. THOMAS AND ST. JOHN

FATHI YUSUF,)	
)	
Plaintiff,)	CASE NO. ST-15-CV-344
)	
v.)	ACTION FOR DISSOLUTION
)	AND OTHER RELIEF
PETER'S FARM INVESTMENT)	
CORPORATION, SIXTEEN PLUS)	
CORPORATION, MOHAMMAD A.)	
HAMED, WALEED M. HAMED,)	
WAHEED M.HAMED, MUFEED M.)	
HAMED, and HISHAM M. HAMED,)	
)	
Defendants.)	
)	

**PLAINTIFF'S SECOND SUPPLEMENTAL AND AMENDED RESPONSES TO
DEFENDANT WALEED M. HAMED'S FIRST SET OF INTERROGATORIES**

Plaintiff, Fathi Yusuf, through his attorneys, Dudley, Topper and Feuerzeig, LLP, hereby provides its Second Supplemental and Amended Responses to Defendant Waleed M. Hamed's First Set of Interrogatories:

GENERAL OBJECTIONS

Plaintiff makes the following general objections to the Interrogatories. These general objections apply to all or so many of the Interrogatories that, for convenience, they are set forth herein and are not necessarily repeated after each objectionable Interrogatory. The assertion of the same, similar, or additional objections in the individual responses to the Interrogatories, or the failure to assert any additional objections to a discovery request does not waive any of Plaintiff's objections as set forth below:



5. Did Sixteen Plus ever borrow funds to help secure the purchase of any property it has owned in the Virgin Islands and if so, please state for each such loan:
- a) The name and location of the lender;
 - b) The property purchased with the loan proceeds;
 - c) The amount of the loan;
 - d) The date of the loan;
 - e) The date of all payments on the loan;
 - f) The current address and phone number of the lender;
 - g) The last date you had any communication with the lender; and
 - h) The current balance on the loan.

AMENDED AND SUPPLEMENTAL RESPONSE:

Yes. The name of the lender is Manal Yousef. The date of the loan was September 15, 1997, and the amount, \$4.5 million dollars. Three interest-only payments were made during the 1998-2000 period to Manal Yousef. I do not recall the last date I had any communication with her. Manal Yousef's current address to the best of my knowledge is 25 Gold Finch Road, Pointe Blanche, St. Martin. She is represented by counsel (Kye Walker, Esq.) in an illegitimate lawsuit that was filed by Sixteen Plus Corporation without my authority or approval, and without consulting with me or any other of the Yusuf shareholders or letting any of us know it would be filed. The lawsuit is pending in the Virgin Islands Superior Court (St. Croix Division), and is styled Sixteen Plus Corporation v. Manal Mohammad Yousef, case no. SX-16-CV-65. Because Manal Yousef is represented by counsel in the lawsuit, and because the lawsuit was brought at the behest of the Hamed shareholder interests in Sixteen Plus Corporation, counsel for any of the Hameds are barred from speaking directly to Manal Yousef. For that reason, Defendant objects to providing her telephone number. You and other attorneys acting for the Hameds are permitted to discuss this matter with her counsel, Attorney Walker, whose phone number is _____. The current principal balance on the loan is \$4.5 million, plus accrued interest. I also spoke to an agent of Manal Yousef named _____, shortly after the service of the lawsuit filed against Manal Yousef. I do not recall the exact date. He telephoned me to tell me about the lawsuit, which I knew nothing about. I told him that the lawsuit was filed without my knowledge or approval, and that it was wrong in claiming that the mortgage given by Sixteen Plus to Manal Yousef was invalid. I have had no conversations with him since that one.

Fathi Yusuf (v. Peter's Farm Investment Corporation, et al.)
Case No. ST-15-CV-344
Plaintiff's First Supplemental Response to Defendant Waleed M. Hamed's Interrogatories
Page 10 of 10

Dated: August 9, 2016

Respectfully Submitted,
DEWOOD LAW FIRM

By:



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
Email: nizar@dewood-law.com
Attorneys for Plaintiff Fathi Yusuf

CERTIFICATE OF SERVICE

I hereby certify that on this the 9th day of August, 2016, a true and exact copy of the foregoing **PLAINTIFF'S SECOND SUPPLEMENTAL AND AMENDED RESPONSES TO DEFENDANT WALEED M. HAMED'S INTERROGATORIES** was served via U.S. Mail, postage prepaid, and email as agreed by the parties, to the following:

Joel H. Holt, Esq.
Law Offices of Joel H. Holt
2132 Company Street
Christiansted, VI 00820
E-Mail: holtvi@aol.com

Carl J. Hartmann III, Esq.
5000 Estate Coakley Bay
Unit L-6
Christiansted, VI 00820
E-Mail: carl@carlhartmann.com



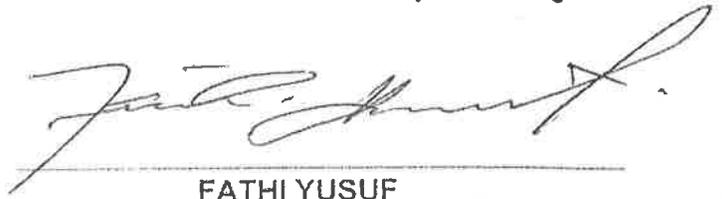
Christina Joseph

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

FATHI YUSUF,)	
)	
Plaintiff,)	CASE NO. ST-15-CV-344
)	
v.)	ACTION FOR DISSOLUTION
)	AND OTHER RELIEF
PETER'S FARM INVESTMENT)	
CORPORATION, SIXTEEN PLUS)	
CORPORATION, MOHAMMAD A.)	
HAMED, WALEED M. HAMED,)	
WAHEED M. HAMED, MUFEED M.)	
HAMED, and HISHAM M. HAMED,)	
)	
Defendants.)	

CERTIFICATION

I hereby swear and affirm that the factual portions of the Plaintiff's Second Supplemental and Amended Responses to Defendant Waleed M. Hamed's First Set of Interrogatories are true and correct to the best of my knowledge and belief.


FATHI YUSUF

SUBSCRIBED AND SWORN to, before me, this 9th day of August, 2016.


Notary Public

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

FATHI YUSUF,)
)
) Plaintiff,)
)
) v.)
)
) PETER'S FARM INVESTMENT)
) CORPORATION, SIXTEEN PLUS)
) CORPORATION, MOHAMMAD A.)
) HAMED, WALEED M. HAMED,)
) WAHEED M.HAMED, MUFEED M.)
) HAMED, and HISHAM M. HAMED,)
)
) Defendants.)
)

CASE NO. ST-15-CV-344

ACTION FOR DISSOLUTION
AND OTHER RELIEF

**PLAINTIFF'S SECOND SUPPLEMENTAL AND AMENDED RESPONSES TO
DEFENDANT WALEED M. HAMED'S FIRST SET OF INTERROGATORIES**

Plaintiff, Fathi Yusuf, through his attorneys, Dudley, Topper and Feuerzeig, LLP, hereby provides its Second Supplemental and Amended Responses to Interrogatory 5 of Defendant Waleed M. Hamed's First Set of Interrogatories:

GENERAL OBJECTIONS

Plaintiff incorporates all general objections previously made to Defendant Waleed M. Hamed's First Set of Interrogatories.

DLEY, TOPPER
FEUERZEIG, LLP
Frederiksberg Gade
P.O. Box 756
St. John's, U.S. V.I. 00804-0756
(340) 774-4422



SECOND SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 5

5. Did Sixteen Plus ever borrow funds to help secure the purchase of any property it has owned in the Virgin Islands and if so, please state for each such loan:
- a) The name and location of the lender;
 - b) The property purchased with the loan proceeds;
 - c) The amount of the loan;
 - d) The date of the loan;
 - e) The date of all payments on the loan;
 - f) The current address and phone number of the lender;
 - g) The last date you had any communication with the lender; and
 - h) The current balance on the loan.

AMENDED AND SUPPLEMENTAL RESPONSE:

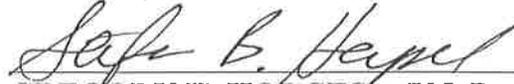
Yes. The name of the lender is Manal Yousef. The date of the loan was September 15, 1997, and the amount, \$4.5 million dollars. Three interest-only payments were made during the 1998-2000 period to Manal Yousef. I do not recall the last date I had any communication with her. Manal Yousef's current address to the best of my knowledge is 25 Gold Finch Road, Pointe Blanche, St. Martin. I do not have a direct phone number for her, but she should be reachable through her nephew, Jamil Yousef, who resides in St. Martin and whose phone number is 721.554.4444. Manal is represented by counsel (Kye Walker, Esq.) in an illegitimate lawsuit that was filed by Sixteen Plus Corporation without my authority or approval, and without consulting with me or any other of the Yusuf shareholders or letting any of us know it would be filed. The lawsuit is pending in the Virgin Islands Superior Court (St. Croix Division), and is styled Sixteen Plus Corporation v. Manal Mohammad Yousef, case no. SX-16-CV-65. The current principal balance on the loan is \$4.5 million, plus accrued interest.

Fathi Yusuf (v. Peter's Farm Investment Corporation, et al.)
Case No. ST-15-CV-344
Plaintiff's Second Supplemental Response to Defendant Waleed M. Hamed's Interrogatories
Page 3 of 4

Respectfully submitted,

DUDLEY, TOPPER AND FEUERZEIG, LLP

DATED: September 26, 2016 By:



GREGORY H. HODGES (V.I. Bar No. 174)

STEFAN B. HERPEL (V.I. Bar No. 1019)

Law House

1000 Frederiksberg Gade (P.O. Box 756)

St. Thomas, U.S.V.I. 00804-0756

Telephone: (340) 774-4422

Facsimile: (340) 715-4400

E-Mail: ghodges@dtflaw.com

sherpel@dtflaw.com

DUDLEY, TOPPER
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Fathi Yusuf (v. Peter's Farm Investment Corporation, et al.)
Case No. ST-15-CV-344
Plaintiff's Second Supplemental Response to Defendant
Waleed M. Hamed's Interrogatories
Page 4 of 4

CERTIFICATE OF SERVICE

I hereby certify that on this the 26th day of September, 2016, a true and exact copy of the foregoing **PLAINTIFF'S SECOND SUPPLEMENTAL AND AMENDED RESPONSES TO DEFENDANT WALEED M. HAMED'S INTERROGATORIES** was served via U.S. Mail, postage prepaid, and email as agreed by the parties, to the following:

Joel H. Holt, Esq.
Law Offices of Joel H. Holt
2132 Company Street
Christiansted, VI 00820
E-Mail: holtvi@aol.com

Carl J. Hartmann III, Esq.
5000 Estate Coakley Bay
Unit L-6
Christiansted, VI 00820
E-Mail: carl@carlhartmann.com