

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

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

ANSWER TO COUNTERCLAIM

Sixteen Plus Corporation ("Plaintiff") files this Answer to the Counterclaim filed by Manal Mohammad Yousef ("Defendant") and states as follows:

1. To the extent a response is required to the allegations set forth in Paragraph 1 of the Counterclaim, Plaintiff adopts its allegations in set forth in Paragraphs 1-16 of Plaintiff's Complaint (the "Complaint") as though set forth herein.

2. Plaintiff admits that the Court has jurisdiction over the allegations raised in this case by both parties, but otherwise denies the allegations set forth in Paragraph 2 of the Counterclaim.

3. Plaintiff admits that venue is proper in the Division of St. Croix but otherwise denies the allegations set forth in Paragraph 3 of the Counterclaim, as the mortgage is not valid.

4. Denied that the sham mortgage referred to in Paragraph 4 of the Counterclaim is valid or enforceable, for the reasons set forth in Plaintiff's Complaint.

5. Denied that any monies are owed in connection with the sham note and/or mortgage referred to in Paragraph 5 of the Counterclaim.

6. Denied.

AFFIRMATIVE DEFENSES

1. The sham note and mortgage referred to in the Counterclaim are unenforceable because there was no consideration paid or otherwise given by Defendant in exchange for the sham note and/or mortgage.

2. Defendant is barred from the relief sought in the Counterclaim pursuant to the doctrine of unclean hands.

3. Defendant is barred from the relief sought in the Counterclaim pursuant to the doctrine of equitable estoppel.

4. Defendant is barred from the relief sought in the Counterclaim pursuant to the doctrine of waiver.

5. Defendant is barred from the relief sought in the Counterclaim pursuant to the equitable doctrine of laches.

6. Defendant is barred from the relief sought in the Counterclaim by the applicable statute of limitations.

7. Defendant is barred from the relief sought in the Counterclaim because the sham note and mortgage referred to in the Counterclaim are unenforceable because the sham note and mortgage were procured as part of and in furtherance of a fraudulent criminal conspiracy in which Defendant was an active participant.

RESERVATION OF RIGHTS

Plaintiff intends to rely on all other applicable defenses as such defenses may become apparent during discovery in this Action and Plaintiff reserves the right to amend its answer to add affirmative defenses accordingly.

WHEREFORE Plaintiff respectfully requests that the Court (i) dismiss the Counterclaim with prejudice; (ii) award Plaintiff its fees and costs incurred in connection with its defense against the Counterclaim; and (iii) grant to Plaintiff such other and further relief as is just and proper.

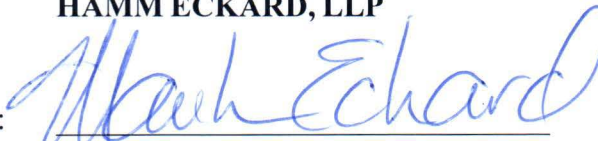
PLAINTIFF DEMANDS TRIAL BY JURY

Respectfully submitted,

HAMMECKARD, LLP

Dated: April 3, 2017

By:



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