

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

SIXTEEN PLUS CORPORATION, ,

Plaintiff/Counterclaim Defendant,

v.

MANAL MOHAMMAD YOUSEF

Defendant/Counterclaim Plaintiff

CIVIL NO. ST-16-CV- 0065

**ACTION FOR  
DECLARATORY JUDGMENT**

JURY TRIAL DEMANDED

**SIXTEEN PLUS' FIRST REQUEST FOR THE PRODUCTION OF DOCUMENTS  
TO DEFENDANT MANAL MOHAMMAD YOUSEF**

Plaintiff Sixteen Plus, by 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.

**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 the Defendant lacks information to respond to a particular request for production, in whole or in part, Defendant shall state or identify: a) the currently available information; b) any currently unavailable information; c) the efforts Defendant has taken, or will take, to obtain the currently unavailable information; and d) when the Defendant expects to obtain this information. Further, if the Defendant believes that any other individual or entity may have information that responds to a specific request, in whole or in

part, the Defendant shall provide the individual or entity's: a) name, address and telephone number and b) a brief description of the information the Defendant believes the entity or individual possesses.

3. Whenever in these requests for production the Defendant is directed to produce or "identify" a "document," the Defendant 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 the Defendant no longer possesses any document the Defendant requests, the Defendant 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 the Defendant believes any information the Defendant requests is privileged and/or protected, in whole or in part, the Defendant 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) the Defendant is asserting; g) the factual bases for the Defendant asserting the privilege(s) and/or protection(s); and h) a summary of the information the Defendant is not producing to enable a court of competent jurisdiction to rule whether the information is privileged and for protected.

6. If the Defendant redacts anything from a document it produces in response to these requests for production, the Defendant 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. The Defendant shall respond to each of these requests for production to the fullest extent possible, and in good faith, preserving any valid objections the Defendant may have. The Defendant may further ask the Defendant's attorney to clarify or limit any request for production Defendant believes is vague or unduly burdensome.

8. Whenever these requests for production use any word in the plural, the Defendant 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, the Defendant 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, the Defendant 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, the Defendant 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," the Defendant 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 the custody, possession or control of the Defendant - 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.

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

**"You"** or **"Yours"** or **"Yourself"** means Manal Mohammad Yousef.

## REQUESTS

**Document Request No. 1:** All documents evidencing the source of any and all funds used by Defendant to loan any money to Sixteen Plus Corporation as consideration for the execution of the Promissory Note attached hereto as **Exhibit 1.**

**Response:**

**Document Request No. 2:** All documents showing the transfer of any and all funds from Defendant to Sixteen Plus Corporation as consideration for the execution of the Promissory Note attached hereto as **Exhibit 1**.

**Response:**

**Document Request No. 3:** All documents evidencing Defendant's ownership of any funds loaned to Sixteen Plus Corporation as consideration for the execution of the Promissory Note attached hereto as **Exhibit 1**.

**Response:**



**Document Request No. 4:** All documents evidencing Defendant's control over any funds loaned to Sixteen Plus Corporation as consideration for the execution of the Promissory Note attached hereto as **Exhibit 1**.

**Response:**

**Document Request No. 5:** All documents evidencing the consideration you provided in exchange for the Promissory Note regarding the property known as Diamond Keturah as stated in the Counterclaim paragraph 4 in the Civil 65 (*Sixteen Plus v. Manal Yousef*) action, to wit: “On September 15, 1997, [you] **for good and valuable consideration**, executed a Promissory Note secured by a First Priority Mortgage. . . .”

**Response:**

**Document Request No. 6:** All documents evidencing or discussing any agreement between the Defendant or any of her agents and Sixteen Plus Corporation to loan it the funds leading up to the execution of the Promissory Note attached hereto as **Exhibit 1**.

**Response:**

**Document Request No. 7:** All documents showing the negotiations for the amount of interest to be paid the Defendant by Sixteen Plus Corporation leading up to the execution of the Promissory Note attached hereto as **Exhibit 1**.

**Response:**

**Document Request No. 8:** All closing documents for loan transaction involving the Promissory Note attached hereto as **Exhibit 1** and the mortgage secured by it.

**Response:**

**Document Request No. 9:** All monthly account statements for any checking, savings, investment, brokerage account titled to you in your name from 1990 through 1997.

**Response:**

**Document Request No. 10:** All demands for payment made by the Defendant on Sixteen

Plus to pay the Promissory Note attached hereto as **Exhibit 1**.

**Response:**

**Document Request No. 11:** All payments received by Defendant from Sixteen Plus Corporation regarding the Promissory Note attached hereto as **Exhibit 1**.

**Response:**



**Document Request No. 12:** All documents showing the deposit into any bank or brokerage account of any payments received by Defendant from Sixteen Plus Corporation regarding the Promissory Note attached hereto as **Exhibit 1**.

**Response:**

**Document Request No. 13:** All written communications with any lawyer regarding the preparation of the Promissory Note attached hereto as **Exhibit 1**, as well as the mortgage securing this Note.

**Response:**

**Document Request No. 14:** All written communications with Defendant's uncle Fathi Yusuf since 1996 regarding any matters related to United Corporation, Sixteen Plus, or anything to do with the Defendant's loan to Sixteen Plus.

**Response:**

**Document Request No. 15:** All written communications with any family members of Fathi Yusuf since 1996 regarding any matters related to United Corporation, Sixteen Plus, or anything to do with the Defendant's loan to Sixteen Plus.

**Response:**

- **Document Request No. 16:** All written communications with Defendant's brother Isam Yousef since 1996 regarding any matters related to United Corporation, Sixteen Plus, or anything to do with the Defendant's loan to Sixteen Plus.

**Response:**

**Document Request No. 17:** All written communications with Defendant's nephew Jamil Yousef since 2009 regarding any matters related to United Corporation, Sixteen Plus, or anything to do with the Defendant's loan to Sixteen Plus.

**Response:**

**Document Request No. 18:** All written communications with any person affiliated with or representing Sixteen Plus since 1996.

**Response:**

**Document Request No. 19:** All written communications with anyone regarding the preparation and execution of the Power of Attorney attached hereto as **Exhibit 2**.

**Response:**



**Document Request No. 20:** All communications with any attorney in St. Martin regarding the collection of the Promissory Note attached hereto as **Exhibit 1**, including but not limited to the attorney who sent the letter attached hereto as **Exhibit 3**.

**Response:**

**Document Request No. 21:** All communications with Kye Walker since 2015.

**Response:**

**Document Request No. 22:** All communications with any lawyer working for the law firm of Dudley, Topper and Feuerzeig, the law firm representing Defendant's uncle, Fathi Yusuf, since 2012.

**Response:**

**Document Request No. 23:** All communications with James Hymes since 2016.

**Response:**

**Document Request No. 24:** Complete copies of all passports issued to you by any country since 1996, whether current or expired.

**Response:**

**Document Request No. 25:** All documents showing residential addresses you physically resided at for more than 1 month from 1996 to present.

**Response:**

Dated: June 14, 2017

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**Joel H. Holt, Esq. (Bar # 6)**

*Counsel for Plaintiffs*  
Law Offices of Joel H. Holt  
2132 Company Street,  
Christiansted, VI 00820  
Email: holtvi@aol.com  
Tele: (340) 773-8709  
Fax: (340) 773-8677

Mark W. Eckard, Esq. (VI Bar No. 1051)

*Co-Counsel for Plaintiffs*  
HAMM ECKARD, LLP  
5030 Anchor Way, Ste. 13  
Christiansted, VI 00824  
Phone: (340) 773-6955  
Fax: (302) 543-2455  
Email: meckard@hammeckard.com

**CERTIFICATE OF SERVICE**

I hereby certify that this document complies with the page or word limitation set forth in Rule 6-1(e) and that on June 14, 2017, I caused a copy of the foregoing document to be served via email and to be mailed via regular United States Mail, postage pre-paid, to:

**Email/Hand Deliver/Mail**

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

James Hymes, VI, Esq.  
1131 King Street  
Suite 309  
Christiansted, VI 00820

James Hymes VI, Esq.  
P.O. Box 990  
St. Thomas, Virgin Islands 00804



# EXHIBIT 1



\$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.

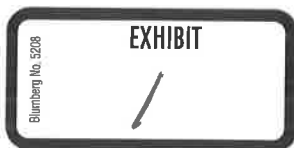
Maker shall pay to holder a late charge in the event that any installment is not received by the Holder on the date that it is due. The late charge shall be computed as follows:

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
				and date
	365			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



295-1413

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, President

[Corporate SEAL]

A T T E S T:

  
\_\_\_\_\_  
Fathi Yusuf, Secretary

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.

*ant*

# **EXHIBIT 2**

REAL ESTATE POWER OF ATTORNEY

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

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

*[Handwritten signature]*  
MANAL MOHAMAD YOUSEF

*[Handwritten signature]*

EXHIBIT



EXHIBIT  
2

Blumberg No. 5208

Manal Mohamad Yousef to Fathi Yusuf  
Real Estate Power of attorney  
Page 2

ACKNOWLEDGMENT

\_\_\_\_\_  
Philipsburg )  
\_\_\_\_\_) ss:  
\_\_\_\_\_  
Sint Maarten )

On this 18 day of May, 2010, before me, the undersigned officer, personally appeared Manal Mohamad Yousef, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and she acknowledged to me that the same was executed for the uses and purposes therein contained.

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



*[Signature]*  
\_\_\_\_\_  
Signature, Notary Public at Law  
Francis Edgar Gijssbertha  
My Commission Expires: is for life

APOSTILLE

- (Convention de La Haye du 5 octobre 1961)
- 1. Country: Sint Maarten, Netherlands Antilles  
This public document
- 2. has been signed by F.E. Gijssbertha
- 3. acting in the capacity of Civil Law Notary  
of Sint Maarten
- 4. bears the seal/stamp of the aforementioned  
F.E. Gijssbertha

CERTIFIED

- 5. at Sint Maarten on the 20-5-10
- 6. The seal of the Department of Civil Law  
acting as Minister of The Executive Council  
of the Island of Sint Maarten
- 7. No. 464 10. Signature: *[Signature]*



### EXHIBIT A

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3. Parcel No. 10, Estate Cane Garden, of approximately 2.0967 U.S. Acres.
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14. Parcel No. 2, Estate Diamond, of approximately 6.3484 U.S. Acres.
15. Road Plot No. 12, Estate Cane Garden, of approximately 0.4252 U.S. Acres.
16. Road Plot No. 41, Estate Grenard, of approximately 0.4255 U.S. Acres.
17. Road Plot No. 6, Estate Diamond, of approximately 0.8510 U.S. Acres.



20th 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 1079  
 File No. 11101111 and noted in Real Property Record  
 II: 37; 166; Page 227; 156; 364; 305 + 306  
 [Signature]  
 Notary

44

13





التجديدات  
RENEWALS



توقيع صاحب الجواز  
SIGNATURE OF HOLDER

THE HASHEMITE KINGDOM OF JORDAN المملكة الأردنية الهاشمية			
	جواز سفر Passport	Type / نوع P	Country Code / رمز الدولة JOR
			Passport No. / رقم جواز السفر T518558
	Name / اسم MANAL MOHAMMAD YOUSEF MOHAMMAD منال محمد يوسف محمد		
	Date of Birth / تاريخ الميلاد 1968		Place of Birth / مكان الميلاد AMMAN عمان
	Sex / جنس F أنثى		Mother's Name / اسم الأم MASOUDEH مسعوده
	Date of Issue / تاريخ الإصدار 21 MAY / أيار 2008		Authority / سلطة الإصدار AMMAN عمان
	Date of Expiry / تاريخ انتهاء الصلاحية 20 MAY / أيار 2013		Address / عنوان الإقامة Holland هولندا

Non Machine Readable

غير مقروء آليا



# EXHIBIT 3



# 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

Bumber No 5208

EXHIBIT

3

# *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](mailto: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  
JH/H/jf

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

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***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.*

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*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](mailto: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  
 132 Company St.  
 Christiansted, VI 00820  
 40-773-8709

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

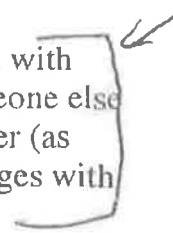
Stefan-I reviewed these new responses and there are still several deficiencies:

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.  
1132 Company Street  
Christiansted, St. Croix  
J.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 Yusuf/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