

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

**WALEED HAMED**, as the Executor of the  
Estate of MOHAMMAD HAMED,

*Plaintiff/Counterclaim Defendant,*

vs.

**FATHI YUSUF** and **UNITED CORPORATION**

*Defendants and Counterclaimants.*

vs.

**WALEED HAMED, WAHEED HAMED,  
MUFEED HAMED, HISHAM HAMED, and  
PLESSEN ENTERPRISES, INC.,**

*Counterclaim Defendants,*

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**WALEED HAMED**, as the Executor of the  
Estate of MOHAMMAD HAMED,

*Plaintiff,*

vs.

**UNITED CORPORATION,**

*Defendant.*

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**WALEED HAMED**, as the Executor of the  
Estate of MOHAMMAD HAMED,

*Plaintiff,*

vs.

**FATHI YUSUF,**

*Defendant.*

Case No.: **SX-2012-CV-370**

**ACTION FOR DAMAGES,  
INJUNCTIVE RELIEF AND  
DECLARATORY RELIEF**

JURY TRIAL DEMANDED

Consolidated with

Case No.: **SX-2014-CV-287**

**ACTION FOR DECLARATORY  
JUDGMENT**

JURY TRIAL DEMANDED

Consolidated with

Case No.: **SX-2014-CV-278**

**ACTION FOR DEBT AND  
CONVERSION**

JURY TRIAL DEMANDED

**HAMED'S OPPOSITION TO MOTION AS TO YUSUF/UNITED CLAIM NO. Y-1:  
RENT IN "HOLDOVER" PERIOD FOR BAY 1**

In 2012, Yusuf and Hamed agreed on rent at the Plaza East store of \$58,791.38 per month. The Hamed-Yusuf Partnership has already fully paid Yusuf's United Corporation the agreed monthly rent of \$58,791.38 through the time the store was vacated in 2015.<sup>1</sup>

In his amended claim, Yusuf/United assert a claim (Y-1) that the Partnership actually owes United more rent for the period since 2012, at the absurd monthly rate of \$200,000, which then increases to \$250,000 per month, for an additional \$6,974,063.10. See **Exhibit 1**. They asserted in their pleading that *no discovery was needed to resolve this claim*. No other claim for "a reasonable rent increase" or "special damages" was ever sought by Yusuf. As Judge Brady and the Special Master have noted, any new claims are now barred.

The additional rent being sought is punitive "holdover" rent, almost **five times the agreed upon amount**. Moreover, while Yusuf argues that this Court found that Yusuf was "in charge of rent," allowing him to set the rent as he wished (with Mohammad Hamed's consent) **is untrue as to this claim**. To the contrary, the Rent Order directing that the agreed upon rent of \$58,791.38 to be paid, expressly refused to rule on this claim for this additional rent, stating that Yusuf had no "numerical or factual justification" for his new \$250,000 rent claim. See **Exhibit 2**.

Indeed, it is undisputed that Mohammad Hamed (as well as the Partnership) repeatedly refused in writing to agree to pay this amount. See, e.g., **Exhibit 3**. In short, there was no *agreement* as to the amount of **rent in any holdover period**.

In his motion, Yusuf asserts that the law requires a holdover tenant to simply pay whatever amount is set by the Landlord, citing several cases that do not support that position or which have since been rejected as being outdated law. However, because the VI Supreme Court has not ruled on this, a *Banks* analysis is required, which Yusuf did not do.

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<sup>1</sup> The same computation method used to calculate this amount was used in computing the West Lease rent, which has been found to be a commercially reasonable rate by two different Judges. See 2014 WL 3697817 and 2016 WL 9454299.

**Virgin Islands Case Law.** Yusuf cites a 1962 Virgin Islands case, *Malling-Holm v. Feiner*, 4 V.I. 341 (Terr. Ct. 1962), but that case centered on a specific finding that **the landlord had proved that the rent increase was commercially reasonable based on the rents of adjacent properties.** *Id.* at 345. The court then concluded the increase was reasonable because it was "not out of line with rentals of comparable accommodations." *Id.* at 349. Thus, that case actually undermines Yusuf's claim, as Yusuf has no evidence that his unilaterally imposed increase was "commercially reasonable," easily distinguishing it.<sup>2</sup>

The second case is *Marcelly v. Mohan*, 16 V.I. 575, 583-84 (V.I. Terr. Ct. 1979) (Feuerzeig, J.), which cited and relied upon the *Restatement (Second) of Property § 14.5 (1977)*, in holding: "During the holdover period a landlord is entitled to recover from the tenant **at a rate based on the previous rent**, unless the parties validly agree otherwise." Of course, Yusuf failed to cite either §14.5, or this case -- despite its being authored by a now-partner in the Dudley law firm. Both are discussed further below.

Thus, the only two Virgin Islands cases addressing this issue have held that (1) a holdover tenant should pay a *proven*, commercially reasonable rent increase (*Malling-Holm*) or (2) the previous rent rate if no different reasonable rent rate is proven by the landlord (*Marcelly*). Thus, no Virgin Islands court has adopted Yusuf's position.

**Majority Rule.** In feudal times, the old English common law protected the landowner's privileged status to do anything he pleased, now a very outdated and rejected concept. See, e.g., *Machado v. Yacht Haven U.S.V.I., LLC*, 61 V.I. 373, 384-85 (V.I. 2014). That view held that a landlord could demand any rent with regard to a tenant holding over at the end of a lawful tenancy, as the tenant was treated as if he had become a common

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<sup>2</sup> Indeed, in *Malling-Holm*, the Court cited to 109 ALR 197, published in 1937, that noted that the jurisdictions were split even then on whether a holdover tenant had to pay the unilaterally imposed new rent. That article included a statement that warns that a rule that automatically required such payment may result in "demands which are wholly exorbitant," as is the case in the claim now being asserted by Yusuf.

trespasser. But, in the early 20th Century the American common law began to evolve as to such holdovers. An excellent example of this evolution can be seen in *Welk v. Bidwell*, 73 A.2d 295, 298 (1950), which cited multiple jurisdictions in reaching this holding:

As a tenant at sufferance, the defendant was not liable for any stipulated rent. **He was not obligated to pay the \$125 per month demanded by the plaintiff.** Nor was his obligation fixed at the rate of \$10 per month which he had been paying. **His obligation was to pay the reasonable rental value of the property which he occupied.** *Colyear v. Tobriner*, supra, 7 Cal.2d 743, 62 P.2d 741; *Meaher v. Pomeroy*, 49 Ala. 146, 148; *McGrath v. Snell*, 162 Ill.App. 635, 637; *Abrams v. Sherwin*, 269 Pa. 31, 33, 112 A. 235; 32 Am.Jur. 792, § 938. (Emphasis added.)

Thus, the evolving, modern view took into the account that there is no meeting of the minds when a landlord *unilaterally* states a higher rent at the end of an oral, month-to-month lease.

By 1977, the *Restatement (Second) of Property: Landlord-Tenant* reflected such changes, solidifying in §14.5 what has **now become the universally accepted rule**:

. . . . the landlord . . . is entitled to recover from a tenant improperly holding over after the termination of his lease for the use and occupation of the leased property during the holdover period at a rate **based on the previous rental rate**, or on the **proven reasonable value independently established if that differs from the previous rental rate.** (Emphasis added).

Not only did the USVI adopt this rule in *Marcelly v. Mohan*, 16 V.I. 575, 583-84 (V.I. Terr. Ct. 1979) (Feuerzeig, J.) (“[d]uring the holdover period a landlord is entitled to recover from the tenant at a rate based on the previous rent, unless the parties validly agree otherwise”), but the overwhelming majority of courts have done so as well. As noted in *Hernandez v. Banks*, 84 A.3d 543, 556-557 (D.C. App. 2014):

Although the District's existing case law is limited on the issue of clear value for use and occupancy, other jurisdictions have identified similar legal principles to those set forth above, as well as other principles. In *Mushlam, Inc. v. Nazor*, 80 A.D.3d 471, 916 N.Y.S.2d 25 (2011), the court declared that “it is the landlord, not the tenant, who has the burden of proving reasonable value of use and occupancy.” *Id.* at 26 (citation omitted). Reasonable value of use and occupancy is defined as “the fair market value of the premises after the expiration of the lease.” *Id.* (citations omitted). **“In determining reasonable value of use and occupancy, the rent reserved under the lease, while not necessarily conclusive, is probative.”** *Id.* (citation omitted); see also *Charles Downey Family Ltd. P'ship v. S & V Liquor, Inc.*, 880 N.E.2d 322, 326 (Ind.Ct.App.2008) (“The measure of damages when a tenant

unlawfully holds over, and no special damages are alleged, ... is the rental value of the premises during the time the same are so detained.") (citations omitted). New Hampshire has a similar position regarding the measure of damages for use and occupancy: "In the absence of proof of special damages, the general rule is that the proper measure of recovery against a tenant for failure to surrender the premises is the reasonable rental value for the time possession is withheld." *Greelish v. Wood*, 154 N.H. 521, 914 A.2d 1211, 1214 (2006) (citation omitted). New Hampshire explains that its position "is consistent with the view of the RESTATEMENT (SECOND) OF PROPERTY, which states that a landlord is entitled to recover from a tenant who improperly holds over after the termination of a lease for the use and occupation of the leased property during the holdover period at a rate based on the previous rental rate, or on the proven reasonable value independently established if that differs from the previous rental rate." *Greelish, supra*, 914 A.2d at 1214 (citing RESTATEMENT (SECOND) OF PROPERTY, , , , , *Landlord and Tenant* § 14.5 (1977)) (internal quotation marks omitted).

The *Hernandez* court then adopted this universally accepted view as well. *Id.* at 557. See also, *89 Ranch Co. v. Oryx Energy Co.*, 1997 WL 22397, at \*4 (Tex. App. Jan. 22, 1997)("landlord is entitled to recover either the previous rental rate or the proven reasonable value of the property"); *Everett v. Lanouette*, 1994 WL 681106, at \*8 (Del. Ch. Nov. 10, 1994)("A landlord is entitled to recover reasonable rental value for the time a tenant remains in wrongful possession of the property"); *Price v. S. S. Fuller, Inc.*, 639 P.2d 1003, 1006 (Alaska 1982)("Price did not present any evidence of the reasonable rental value of the property during the time that Fuller was out of possession . . . . Thus, the previous rental rate was properly utilized by the court in computing reasonable rental value.").

In short, the Majority view now clearly rejects the position being asserted by Yusuf, that a landlord can set whatever price it wants, no matter how ridiculous, and enforce it.<sup>3</sup>

**Minority Rule. Hamed can find no minority rule under any case law in any jurisdiction that allows enforcement of a unilateral demand for rent beyond a reasonably commercial rental value just because the landlord demands it. If that were the**

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<sup>3</sup> In fact, another case Yusuf relied upon was *Russells Factory Stores v. Fielden Furn. Co.*, 232 S.W.2d 592 (Tenn. App. 1950), that held that a holdover tenant is required to pay the amount set by the landlord. However, in 1994, **that same Court** held in *AHCI, Inc. v. Lamar Advertising of Tennessee, Inc.*, 1994 WL 25848 (Tenn. App. Jan. 26, 1994) at \*3, that the *Restatement (Second) of Property*, Section 14.5 (1977) is the better view to apply.

law, why not make it a million dollars a month? Or ten million dollars? In short, no court approves such abhorrent, feudal demands.

**Best Rule for the VI.** Thus, it is clear that the best rule for the Virgin Islands is the overwhelming majority rule -- the holdover tenant pays the existing rent, unless the landlord has proved in the record there is a more reasonable, commercial rate. Indeed, what better evidence is there of a reasonable rent than an amount agreed to by the landlord and tenant -- **which is exactly what they did here in 2012.**

Under the universal, majority view—really the only reasonable view--Yusuf's claim (Y-1) for additional rent at the monthly rate of \$200,000, or the increased monthly rate of \$250,000, must be rejected, **as Yusuf offered nothing to prove this rate was commercially reasonable**, which is his burden. **Indeed, even this Court previously noted that Yusuf had no "numerical or factual justification" for this \$250,000 rent claim. See Exhibit 2.**

One final comment is in order. Yusuf made a claim for additional rent of \$200,000, and then \$250,000 per month, confirming in writing that no additional discovery was needed to address this specific claim. See **Exhibit 1**. As the time for filing new claims has expired by Court Order, Yusuf cannot now be heard that he should be able to make new, additional claims, with more discovery, to prove (1) what a reasonable, commercial increase should be, if such an adjusted rate could even be proven, or (2) what special damages he suffered due to his partnership holding over.

**In short, the time to prove this rent claim is now, which Yusuf has failed to prove is a commercially reasonable rent increase. Under the "Bar Orders" issued by the Court and the Special Master, no further claims can now be concocted or asserted.** Thus, Yusuf's request for such additional relief should be summarily rejected.

**Dated:** January 16, 2018

 for JHH

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*Co-Counsel for Plaintiff*  
5000 Estate Coakley Bay, L6  
Christiansted, VI 00820  
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Tele: (340) 719-8941

**CERTIFICATE OF SERVICE**

I hereby certify that on this 16<sup>th</sup> day of January 2018, I served a copy of the foregoing by email, as agreed by the parties, on:

**Hon. Edgar Ross**  
Special Master  
% edgarrossjudge@hotmail.com

**Gregory H. Hodges**  
**Stefan Herpel**  
**Charlotte Perrell**  
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**CERTIFICATE OF COMPLIANCE WITH RULE 6-1(e)**

This document complies with the page or word limitation set forth in Rule 6-1(e).



# **EXHIBIT 1**

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

WALEED HAMED, as Executor of the )  
Estate of MOHAMMAD HAMED, )  
 )  
Plaintiff/Counterclaim Defendant, )

v. )

FATHI YUSUF and UNITED CORPORATION, )  
 )  
Defendants/Counterclaimants, )  
v. )

CIVIL NO. SX-12-CV-370

ACTION FOR INJUNCTIVE  
RELIEF, DECLARATORY  
JUDGMENT, AND  
PARTNERSHIP DISSOLUTION,  
WIND UP, AND ACCOUNTING

WALEED HAMED, WAHEED HAMED, )  
MUFEEED HAMED, HISHAM HAMED, and )  
PLESSEN ENTERPRISES, INC., )  
 )  
Additional Counterclaim Defendants. )

Consolidated With

WALEED HAMED, as Executor of the )  
Estate of MOHAMMAD HAMED, )  
 )  
Plaintiff, )

v. )

UNITED CORPORATION, )  
 )  
Defendant. )

CIVIL NO. SX-14-CV-287

ACTION FOR DAMAGES AND  
DECLARATORY JUDGMENT

WALEED HAMED, as Executor of the )  
Estate of MOHAMMAD HAMED, )  
 )  
Plaintiff, )

v. )

FATHI YUSUF, )  
 )  
Defendant. )

CIVIL NO. SX-14-CV-278

ACTION FOR DEBT AND  
CONVERSION

**YUSUF'S AMENDED ACCOUNTING CLAIMS  
LIMITED TO TRANSACTIONS OCCURRING ON OR AFTER SEPTEMBER 17, 2006**

UDLEY, TOPPER  
D FEUERZEIG, LLP  
10 Frederiksberg Gade  
P.O. Box 756  
St. John's, U.S. VI 00804-0756  
(340) 774-4422



**A. Miscellaneous Debts**

There are Debts totaling \$167,114.78, which must be paid prior to any distribution of the remaining Partnership Assets to the Partners<sup>11</sup>. This amount relates primarily to accounts payable for open tax issues.

**Disputed/Undisputed, Ripe for Determination or Discovery Needed:** It is Yusuf's position that this item should not be disputed and is ready for determination by the Master.

**B. Unpaid Rent for Plaza Extra-East and Adjacent Bays**

While the Court determined that certain past due rent obligations for Plaza Extra-East must be paid pursuant to the Rent Order, there remain additional rent claims for Plaza Extra-East. These claims have not yet been resolved<sup>12</sup> and, if found to be due and owing, then these are Debts of the Partnership that should be paid prior to any distribution of the remaining Partnership Assets to the Partners.

United makes the following claims against the Partnership as set forth in its Amended Counterclaim and Motion For Partial Summary Judgment Regarding Rent:

**1. Bay 1 – Increased Rent Due Net of Rent Paid**

United provided formal notice of increased rent of \$200,000 per month to the Partnership, which was to begin on January 1, 2012 through March 31, 2012, if the premises were not vacated before then. Thereafter, beginning on April 1, 2012 through March 8, 2015, United provided formal notice of increased rent of \$250,000 per month. See Exhibit D to Yusuf's Declaration dated August 12, 2014 (the "Yusuf Declaration") in support of Defendants'

<sup>11</sup> These liabilities are as of December 31, 2016 and are reflected in the Partnership financial statement provided to the Master and counsel for the Partners by Gaffney on January 31, 2017. As of August 31, 2017, Gaffney advises that these liabilities are \$69,273.51, which includes the \$30,000 accrued for accounting fees pursuant to § II D, above.

<sup>12</sup> See Rent Order, p. 2, n. 1; p. 11, n. 4.

Motion for Partial Summary Judgment on Counts IV, XI and XII Regarding Rent. Although the Rent Order awarded certain amounts of rent to United during this period, the award did not address the increased rent claimed by United. The outstanding balance of the increased rent claimed as to Bay 1, net of the rent recovered pursuant to the Rent Order, is \$6,974,063.10. See calculation of additional rents attached as Exhibit C to the Original Claims.

**Disputed/Undisputed, Ripe for Determination or Discovery Needed:** Although this debt is disputed, it is fully briefed and ready for determination by the Master. 

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## 2. Bays 5 and 8

Likewise, outstanding rent is due to United for Bays 5 and 8 of the United Shopping Plaza. These amounts were not adjudicated in the Rent Order and they remain an outstanding rent claim against the Partnership. The total amount due to United for unpaid rent for Bays 5 and 8 is \$793,984.34. See the Yusuf Declaration at ¶¶ 21-25.

**Disputed/Undisputed, Ripe for Determination or Discovery Needed:** Although this debt is disputed, it is fully briefed and it is ready for determination by the Master.

## 3. Interest on Rent Claims

The interest that accrued at 9% per annum on the rent actually awarded by the Rent Order (\$6,248,924.14) is \$881,955.08 as of May 11, 2015, when that rent was paid to United. See calculation of interest on Bay 1 rent attached as Exhibit D to the Original Claims.<sup>13</sup>

**Disputed/Undisputed, Ripe for Determination or Discovery Needed:** Although this debt may be disputed, it is ripe for decision by the Master.

The interest due for the unpaid rent on Bays 5 and 8 is also claimed by United. The total interest calculated at 9% per annum for the period from May 17, 2013 through September 30,

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<sup>13</sup> This amount does not include any interest accruing at the 9% rate on each month's unpaid rent from June 1, 2013 through March 8, 2015.

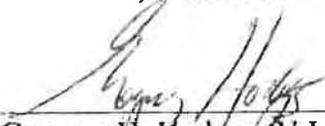
and distributions between the Partners adjusted to reflect the period from September 17, 2006 forward, both disclosed and undisclosed, still reveals a large discrepancy in Yusuf's favor. Again, these calculations were prepared without the benefit of deposition testimony and additional written discovery following the stay. It is anticipated that additional discovery will yield information necessitating further revisions to these calculations. On balance, there exists a substantial amount due to Yusuf to reconcile the Partner's withdrawals and distributions. Solvency of Hamed (or his estate)<sup>21</sup> is in serious doubt given the significant discrepancy in the amounts due to Yusuf. For this reason, Hamed's (or his estate's or his trust's) interests in the jointly owned entities (Plessen Enterprises, Inc., Peter's Farm Investment Corporation, and Sixteen Plus Corporation) may need to be quantified as a means of payment to equalize the Partnership withdrawals.

Respectfully submitted,

**DUDLEY, TOPPER and FEUERZEIG, LLP**

DATED: October 30, 2017

By:

  
\_\_\_\_\_  
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St. Thomas, VI 00804  
Telephone: (340) 715-4405  
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Attorneys for Fathi Yusuf and United Corporation

<sup>21</sup> A Petition for Probate of Will and for Letters Testamentary was filed on August 26, 2016 as Case No. SX-2016-PB-76. That petition reflects no available assets to satisfy Yusuf's claims since all of Hamed's interests in real and personal property had previously been conveyed to the Mohammad A. Hamed Living Trust dated September 12, 2012. Yusuf has filed a complaint challenging such conveyance as fraudulent. A copy of that complaint is attached as **Exhibit U** since Yusuf's Amended Supplementation left off with Exhibit T.

# **EXHIBIT 2**

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

MOHAMMED HAMED by his authorized agent  
WALEED HAMED,  
Plaintiff/Counterclaim Defendant,  
v.  
FATHI YUSUF and UNITED CORPORATON,  
Defendants/Counterclaimants  
v.  
WALEED HAMED, WAHEED HAMED,  
MUFEEED HAMED, HISHAM HAMED, and  
PLESSEN ENTERPRISES, INC.  
Counterclaim Defendants.

CIVIL NO. SX-12-CV-370  
ACTION FOR DAMAGES, etc.

**MEMORANDUM OPINION AND ORDER**

THIS MATTER is before the Court on Defendant United Corporation's Motion to Withdraw Rent and Memorandum of Law in Support of United's Motion ("Motion"), filed September 9, 2013; Plaintiff's Response, filed September 16, 2013; United's Reply, filed September 27, 2013; Plaintiff's Motion for Partial Summary Judgment re the Statute of Limitations Defense Barring Defendants' Counterclaim Damages Prior to September 16, 2006 (Plaintiff's "Summary Judgment Motion"), filed May 13, 2014; and Defendant's Brief in Opposition ("Opposition"), filed June 6, 2014. For the reasons that follow, United's Motion will be granted and Plaintiff's Summary Judgment Motion will be denied, in part.



**3. Defendant United is also entitled to rent from 2012 to 2013 in the amount of \$58,791.38 per month.**

Plaintiff does not argue that the Partnership is exempt from paying rent to United. “[I]t is undisputed that United is the landlord and Plaza Extra is the tenant at the Sion Farm location, for which rent is due since January of 2012.” Response, 1. Rather, Plaintiff claims that United itself has created a dispute regarding rents from January 2012 by issuing rent notices seeking increased rent in the amount of \$250,000.00 per month, rather than the \$58,791.38 per month set out in Yusuf’s affidavit. Response, 4. The proof before the Court is clear as to United’s claim that rent is due for Bay No. 1 at the rate of \$58,791.38 per month from January 1, 2012 to September 30, 2013, when United’s Motion was filed.<sup>4</sup>

As the fee simple owner and landlord of Bay No. 1 United Shopping Plaza, United is entitled to rents from the Partnership for its continued use of Bay No. 1 for the operations of Plaza Extra - East. Therefore, the Court will order the Partnership to pay United the sum of \$1,234,618.98 for rent from January 1, 2012 through September 30, 2013, Plus rent due from October 1, 2013 at the same rate of \$58,791.38 per month until the date that Yusuf assumed sole possession and control of Plaza extra – East.

On the basis of the foregoing, it is hereby

ORDERED that Defendant United Corporation’s Motion to Withdraw Rent is GRANTED, and the Liquidating Partner, under the supervision of the Master, is authorized and directed to pay

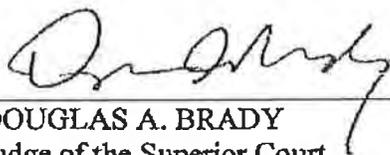
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<sup>4</sup> It is acknowledged that United delivered notices to the Partnership following the April 2013 Preliminary Injunction, seeking to collect an increased rent sum of \$250,000.00. United presents in its Motion and proofs no numerical or factual justification for such claims, which are not considered in this Order.

from the Partnership joint account for past rents due to United the total amount of \$5,234,298.71, plus additional rents that have come due from October 1, 2013 at the rate of \$58,791.38 per month, until the date that Yusuf assumed full possession and control of Plaza Extra – East. It is further

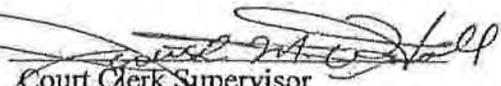
ORDERED that Plaintiff's Motion for Partial Summary Judgment is DENIED, in part, as to Plaintiff's claims that the statute of limitations precludes Defendant United's claims for past due rent.

Dated: April 27, 2015

  
DOUGLAS A. BRADY  
Judge of the Superior Court

ATTEST:

ESTRELLA GEORGE  
Acting Clerk of the Court

By:   
Court Clerk Supervisor  
4/27/15

CERTIFIED TO BE A TRUE COPY  
This 27<sup>th</sup> day of April 2015

CLERK OF THE COURT

By:  Court Clerk KL

# **EXHIBIT 3**

**Mohammad Hamed**  
Plaza Extra Supermarket  
4-C & 4-D Estate Sion Farm  
Christiansted, VI 00821

November 6, 2012

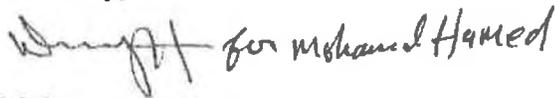
Email/Hand deliver

Fathi Yusuf  
United Corporation  
4C & 4D Sion Farm  
St. Croix, USVI 00821

Dear, Mr. Yusuf:

I continue to receive the rent notes for the Plaza Extra Supermarket store at Sion Farm. I previously had my attorney write to you telling you that Plaza Extra Supermarket has never agreed to the rent you are now trying to charge us. A copy of that letter is attached. This letter is being sent to remind you that the rent you are trying to charge is outrageous, has not been agreed to and will never be agreed to.

Cordially,

 for Mohammad Hamed

Mohammad Hamed

cc: Joel Holt



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

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

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

May 11, 2012

Fathi Yusuf  
United Corporation  
4C & 4D Sion Farm  
St. Croix, USVI 00821

Dear Mr. Yusuf:

Wally Hamed received the Statement of Rent allegedly due for Plaza Extra dated May 4, 2012, signed by Najeh Yusuf on your behalf, a copy of which is attached. He has requested that I respond to it on behalf of his family. Mr. Hamed finds it difficult to believe that you think the store has agreed to pay such rent, as it has not. Indeed, it would be a dereliction of the manager's interest to ever agree to such rent. Your efforts to act unilaterally are not in the interest of the business or its owners, much less its creditors, customers and the community it serves. Such actions will not be recognized as valid. Please have your lawyer contact me if you have any questions.

Cordially,

  
Joel H. Holt  
JHH/jf

cc: Nizar Dewood

UNITED CORPORATION  
4C & 4D Sion Farm  
St Croix, USVI 00821  
Phone (340) 778-6240

May 4, 2012

Mohammad Abdul Qader Hamed  
Plaza Extra Supermarket  
4-C & 4-D Estate Sion Farm  
Christiansted, VI 00821

**Statement of Rent due for Plaza Extra – East as of May 1, 2012**

Rent due for Plaza Extra – East, January 1, 2012 through April 1, 2012	Balance Due	\$850,000.00
ADD: 1% interest on outstanding Balance		<u>\$ 8,500.00</u>
	Amount Due	\$858,500.00
May 2012 Rent currently due:		<u>\$250,000.00</u>
	Total Balance due May 1, 2012	<u>\$1,108,500.00</u>

Please forward a check immediately.

Sincerely,



Najeh Yusuf for Fathi Yusuf

CC: Wally Hamed