

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,

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

Plaintiff,

vs.

UNITED CORPORATION,

Defendant.

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 YUSUF MOTION TO STRIKE
AS TO CLAIMS H-142 & H-143 - TWO PARCELS OF LAND**

This motion deals with the issue of whether United is entitled to keep two parcels of land paid for with Partnership funds: one located at Tutu on St. Thomas (that provides access to a 9-acre parcel jointly owned by the parties) and one at the East Store on St. Croix. United takes the position that both were purchased before the cutoff date set by Judge Brady -- September 17, 2006 -- and therefore cannot be recovered as claims.

I. Claim H-142: Half Acre at Estate Tutu - The Access Parcel to Plessen's Large Tract

Three completely distinct and independent reasons exist as to why this claim cannot be summarily stricken -- but instead must proceed to briefing and a decision by the Master like all other claims.

1. This property is a Partnership Asset (paid for with partnership funds), not a "Claim"

The Wind-up Plan distinguished between "Claims" and "Partnership Assets." A "Claim" was defined in the Plan as follows (See **Exhibit 1**):

1.4 "Claim" means

- (a) any right to payment from the Partnership whether or not such right is reduced to judgment, liquidated, unliquidated, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured;
- or
- (b) any right to an equitable remedy for breach of performance if such breach gives rise to a right of payment from the Partnership whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

A "Partnership Asset" was then defined as follows in the Plan:

1.25 "Partnership Assets" means any and all property, assets, rights or interest of the Partnership whether tangible or intangible, and any Liquidation Proceeds realized therefrom, including without limitation, all Available Cash, Encumbered Cash, Litigation, and any Litigation Recovery.

The Plan then included a Section 9 regarding the "Orderly Liquidation of the Partnership, stating in Step 4 as follows:

Step 4: Liquidation of Partnership Assets

The Liquidating Partner shall promptly confer with the Master and Hamed to inventory all non -Plaza Extra Stores Partnership assets, and to agree to and implement a plan to liquidate such assets, which shall result in the maximum recoverable payment to the Partnership.

As of the date of entering this Plan, United Corporation owned a half acre plot on St. Thomas, Parcel No. 2-4, Remainder Estate Charlotte Amalie, **which it took title to on October 23, 2008. See Exhibit 2.**

Moreover, **it was listed as an "Asset" on the balance sheet of the partnership when the Wind-Up Order was entered, see Exhibit 3,** and in Yusuf's initial reports filed with this Court as the Liquidating Partner. See excerpt attached as **Exhibit 4.**

Thus, this property is a partnership asset, not a "Claim" as defined by the Plan. The fact that Yusuf **changed his mind** after the Wind-Up Order and decided to try to keep this asset for himself does not convert this real property to just being a "Claim," as the Wind Up Plan clearly distinguished between Partnership Assets and Claims. Indeed, under Yusuf's logic, he could have just asserted that the three Plaza Extra Stores were his and argued these assets were now claims barred by Judge Brady's September 17, 2006, cutoff date since they were titled in the name of United prior to that date.

As such, the challenge asserting that ownership of this property is not properly before the Special Master because of Judge Brady's "Bar Order" can be summarily denied. To put it another way, Yusuf should not be permitted to keep this partnership asset (at no cost to him) just because he failed to liquidate it pursuant to the mandate issued to him by this Court to liquidate all partnership assets.

2. The partnership took title to the property after the "Bar Date"

As United admits in its motion at pages 2-3, **United took title to the property on October 23, 2008**. Thus, even if the property somehow has become a claim, title to this disputed property was vested in 2008, well after the "Bar Date." **Indeed, the mortgage extinguished by the transfer was a partnership asset as well**, as Yusuf conceded in his deposition taken as part of these proceedings (See excerpt attached as **Exhibit 5**):

Q. And the Tutu Park property, is that also called Ft. Milner, as well?

A. Yeah, it's Ft. Milner or Tutu. It's Ft. Milner, I

Q: Okay. And one is a 9-acre parcel?

A. 9.31.

Q. Then the other one is like a half-acre parcel?

A. It's about .53, if I recall-.

* * * *

Q. Okay. **And both of those, the smaller piece and the bigger piece, were purchased with money from the supermarket, so they're 50/50.**

A. **Correct.** (Emphasis added).

Thus, it is totally irrelevant that another 50/50 Hamed-Yusuf entity, Plessen Enterprises, took title to this property at some earlier date, as **the mortgage was a valid mortgage in favor of the Partnership after the "Bar Date" that was extinguished in exchange for the property being transferred to United** -- which everyone agreed as of the date of filing the Wind Up Plan was in fact a partnership asset.

Thus, even if this "Partnership Asset" somehow became a "Claim," it did so long after the Bar Date, so that the current motion can be denied for this reason.

3. The Parties Stated Discovery was Needed and Hamed had Propounded

Equally important, pursuant to the Discovery Plan agreed to by both parties, it was agreed and ordered that further discovery was needed on the remaining claims -- which included this one. Hamed has propounded three items of discovery as to this claim. See excerpt attached as **Exhibit 6**. It would be unfair to require a substantive

argument before those answers are received -- which is why this is filed as a motion to strike now -- before it can be argued. Thus, at the very least, this motion should be denied as premature.

II. Claim H-143: Half acre at East Store Purchased with Partnership Funds

When the Plaza East Supermarket burned down in 1992, it **was insured by the Partnership** -- not by United. See **Exhibit 7**. As part of that insurance settlement, the Partnership received enough funds to not only re-build the existing Plaza East store, which was done -- but to also purchase an adjacent parcel of land (Plot 4-H Sion Farm), which added some additional space to the interior of the store as well as a large open area behind the store. See **Exhibit 7**.

There are two distinct reasons why this claim cannot be summarily stricken -- but instead must proceed to briefing and a decision by the Master like all other claims.

1. The Court specifically excepted this Asset from the normal Claims process

It is undisputed that partnership funds were used to purchase Plot 4-H. See **Exhibit 7**. However, in dividing the stores under the Wind Up Order, the Court recognized that Yusuf would not get the existing Plaza East store unless the Court included Plot 4-H, as the store had been extended onto part of that parcel. As such, the Court specifically carved this plot out in Section 8 of the Plan, stating:

1) Plaza Extra--East

Yusuf will purchase from the Partnership the following elements of the existing business operation known as Plaza Extra -East: the inventory at one half of the landed cost and the equipment at its depreciated value, as mutually determined by the Partners. In the event the Partners cannot agree, such value shall be determined by a qualified appraiser selected by the Master. In the event that Yusuf is unwilling to pay the appraised depreciated value of the equipment, the same shall be sold at public auction under the direction and supervision of the Master, with net proceeds equally divided and disbursed by the Master. Upon payment for such inventory, and upon payment (or auction and distribution of proceeds) for the equipment, Yusuf will assume full ownership and control and may continue to operate the business Plaza Extra -East without any further

involvement of Hamed or the Hamed Sons, and free and clear of any claims or interest of Hamed.

For purposes of winding up the Partnership, Plot 4-H Estate Sion Farm shall not be considered Partnership property and is not subject to division under this Plan, without prejudice to any accounting claim that may be presented by Hamed. (Emphasis added).

Thus, the Court made an exception to the provisions of Step 4 (quoted above) of treating Plot 4-H like the other partnership assets. However, the Court clearly did not intend for the value of this asset to become a windfall to Yusuf when it entered its subsequent Bar Order. In short, the Court clearly intended for Hamed to get the value of this asset in the accounting phase of this case, it just did not want it sold because Plaza East was partially located on it.

To put it another way, this was a Partnership asset at the time of the Wind Up Order, but its value was left for a later determination, as Yusuf got to keep the property when he took over the Plaza East store under this Wind Up Plan. As such, this claim is not subject to the Bar Order as asserted by Yusuf, as that would be contrary to the intent of the Wind Up Plan.

2. The Parties Stated Discovery was Needed and Hamed Has Now Propounded

Pursuant to the Discovery Plan, as agreed by both parties, further discovery was needed on the remaining claims, which included this claim. In fact, Hamed has propounded discovery as to this claim. It would be contrary to the Plan and unfair to Hamed to require a substantive argument before those answers are received -- which is why this is filed as a motion to strike now -- before it can be subjected to discovery, briefed and argued.

Indeed, in his April 2, 2014 deposition, Fathi Yusuf stated the facts as to this parcel.

I think the settlement of two million eight, I don't remember how much, of the -proceeds from the insurance. The building and the inventory, okay? I told these gentlemen, we got two choice. Either you get your half and run, or we use the check and rebuild the store. . . .Okay. So at that time, we wasn't new in the business, but it was about six, five, six years, it was more than enough to have a feel of the market. . . .I tell him, Look, what do you think if **we** buy

additional 1 acre, we will win both ways? We will push the store a little bit to the back, not the front, just add more to the back. Leave the front intact to match the rest of the building. We'll have extra space, and we'll have extra loading/unloading area. I said, If you agree, I'm willing to dip 100,000-dollar of my money into the 1 acre of land. He says, Okay.

Thus, there is no dispute that it was agreed between the partners that this lot would belong to the partnership. However, the Hamed's dispute that Yusuf put in \$100,000 of his own funds, in addition to the funds paid by the partnership, to buy this plot, which now requires discovery. Thus, at the very least, this motion should be denied as vastly premature.

Dated: March 5, 2018



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Tele: (340) 719-8941

CERTIFICATE OF SERVICE

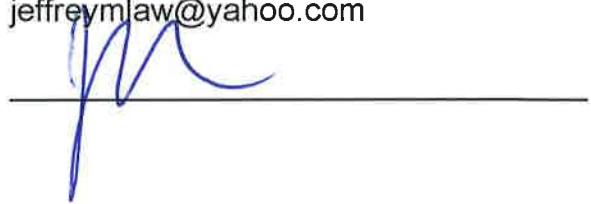
I hereby certify that on this 5th day of March, 2018, I served a copy of the foregoing by email, as agreed by the parties, on:

Hon. Edgar Ross (with 2 hard copies)
Special Master
% edgarrossjudge@hotmail.com

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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

**FINAL WIND UP PLAN
OF THE PLAZA EXTRA PARTNERSHIP**

This Plan provides for the winding up of the Partnership, as defined below. This is a liquidation plan and does not contemplate the continuation of the Partnership's business except as may be required for the orderly winding up of the Partnership.

Section 1. DEFINITIONS

1.1 "Act" means the Uniform Partnership Act, V.I. Code Ann. tit. 26, §§ 1-274.

1.2 "Available Cash" means the aggregate amount of all unencumbered cash and securities held by the Partnership including cash realized from any Litigation Recovery or any Liquidation Proceeds.

1.3 "Case" means *Hamed v. Yusuf, et al.*, Superior Court of the Virgin Islands (Civil No. SX-12-CV-370).

1.4 "Claim" means

- (a) any right to payment from the Partnership whether or not such right is reduced to judgment, liquidated, unliquidated, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured; or
- (b) any right to an equitable remedy for breach of performance if such breach gives rise to a right of payment from the Partnership whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

1.5 "Claimant" means the holder of a Claim.

1.6 "Claims Reserve Account" means one or more interest-bearing bank account(s), money market or securities account(s) to be established and held in trust by the Master for the purpose of holding the Available Cash until distributed in accordance with the Plan and any interest, dividends or other income earned upon the investment of such Claims Reserve Account. The Claims Reserve Account will be further funded from time to time by the Liquidating Partner with:

- (i) any Liquidation Proceeds realized, plus
- (ii) any Litigation Recovery realized, minus
- (iii) any amounts necessary to pay Wind Up Expenses.

1.7 "Court" means Superior Court of the Virgin Islands in which the Case is pending.

EXHIBIT 1

(i) to avoid and recover any transfers of property determined to be avoidable pursuant to V.I. Code Ann. tit. 28, §§ 171-212 or other applicable law;

(ii) for the turnover of property to the Partnership or Liquidating Partner, as applicable;

(iii) for the recovery of property or payment of money that belongs to or can be asserted by the Partnership or the Liquidating Partner, as applicable; and

(iv) for compensation for damages incurred by the Partnership.

1.21 "Litigation Recovery" means any cash or other property received by the Partnership or the Liquidating Partner, as applicable, from all or any portion of the Litigation including, but not limited to, awards of damages, attorneys' fees and expenses, interest and punitive damages, whether recovered by way of settlement, execution on judgment or otherwise.

1.22 "Master" means Honorable Edgar D. Ross, appointed by the Court to serve as master in the Case.

1.23 "Partnership" means the association of Yusuf and Hamed carried on as co-owners of the business of the Plaza Extra Stores.

1.24 "Partners" means Yusuf and Hamed.

1.25 "Partnership Assets" means any and all property, assets, rights or interest of the Partnership whether tangible or intangible, and any Liquidation Proceeds realized therefrom, including without limitation, all Available Cash, Encumbered Cash, Litigation, and any Litigation Recovery.

~~1.26 "Plan" means this Final Wind Up Plan of the Plaza Extra Partnership, including exhibits, as it may be amended, modified or supplemented from time to time.~~

1.27 "Plaza Extra-East" means the supermarket located at Sion Farm, St. Croix.

1.28 "Plaza Extra-Tutu Park" means the supermarket located at Tutu Park, St. Thomas.

1.29 "Plaza Extra-West" means the supermarket located at Estate Plessen (Grove Place), St. Croix.

1.30 "Plaza Extra Stores" means Plaza Extra-East, Plaza Extra-Tutu Park, and Plaza Extra-West.

1.31 "Termination Date" means six months following the Effective Date, when the Liquidating Partner contemplates completing the winding up of the Partnership.

1.32 "United" means United Corporation.

~~1.33 "Wind Up Budget" means the budget established to satisfy the anticipated Wind~~

Step 2: Setting Aside Reserves

The sum of Ten Million Five Hundred Thousand Dollars (\$10,500,000.00) shall be set aside in a Liquidating Expenses Account to cover the Wind Up Expenses as set out in the Wind Up Budget with a small surplus to cover any miscellaneous or extraordinary Wind Up Expenses that may occur at the conclusion of the liquidation process. Such Account shall be held in trust by the Liquidating Partner under the supervision of the Master. All disbursements shall be subject to prior approval by the Master. The Liquidating Partner shall submit to Hamed and the Master each month a reconciliation of actual expenditures against the projected expenses set forth in Exhibit A. Unless the Partners agree or the Master orders otherwise, the Liquidating Partner shall not exceed the funds deposited in the Liquidated Expenses Account.

Step 3: Continued Employment of Employees

Yusuf and Hamed, and their respective successors, shall attempt to keep all employees of the Plaza Extra Stores fully employed, not including members of the Hamed and Yusuf families. Although approval of this plan should avoid any need to comply with the provisions of the Virgin Islands Plant Closing Act ("PCA"), to the extent necessary, Yusuf and Hamed, and their respective successors, shall comply with the PCA for any affected employees of the Plaza Extra Stores as a result of the winding up and closure of the Partnership business. Any severance payments due to the employees determined in accordance with the PCA shall be paid by the Master out of the Claims Reserve Account.

Step 4: Liquidation of Partnership Assets

The Liquidating Partner shall promptly confer with the Master and Hamed to inventory all non-Plaza Extra Stores Partnership assets, and to agree to and implement a plan to liquidate such assets, which shall result in the maximum recoverable payment to the Partnership. All previous Partnership accountings are deemed preliminary. Hamed's accountant shall be allowed to view all partnership accounting information from January 2012 to present and to submit his findings to the Master. The Liquidating Partner is ordered to submit an updated balance sheet to Hamed and to the Master without delay.

Step 5: Other Pending Litigation

The pending litigation against United, set forth in Exhibit C, arises out of the operation of the Plaza Extra Stores. As part of the wind up of the Partnership, the Liquidating Partner shall undertake to resolve those claims in Exhibit C, and to the extent any claims arise in the future relating to the operation of a Plaza Extra Store during the liquidation process, within the available insurance coverage for such claims. Any litigation expenses not covered by the insurance shall be charged against the Claims Reserve Account.

Step 6: Distribution Plan

Upon conclusion of the Liquidation Process, the funds remaining in the Liquidation Expenses Account, if any, shall be deposited into the Claims Reserve Account. Within forty-five (45) days after the Liquidating Partner completes the liquidation of the Partnership Assets, Hamed and Yusuf shall each submit to the Master a proposed accounting and distribution plan for the

funds remaining in the Claim Reserve Account. Thereafter, the Master shall make a report and recommendation for distribution to the Court for its final determination. Nothing herein shall prevent the Partners from agreeing to distribution of Partnership Assets between them rather than liquidating Partnership Assets by sale and distributing proceeds of such sale(s).


Step 7: Additional Measures to Be Taken

- a) Should the funds deposited into the Liquidating Expenses Account prove to be insufficient, the Master shall transfer from the Claims Reserve Account sufficient funds required to complete the wind up and liquidation of the Partnership, determined in the Master's discretion.
- b) All funds realized from the sale of the non-cash Partnership Assets shall be deposited into the Claims Reserve Account under the exclusive control of the Master.
- c) All bank accounts utilized in the operation of the Partnership business shall be consolidated into the Claims Reserve Account.
- d) All brokerage and investment accounts set forth in **Exhibit D** shall be turned over to the Master as part of the Claims Reserve Account.
- e) Any Partnership Assets remaining after the completion of the liquidation process shall be divided equally between Hamed and Yusuf under the supervision of the Master.


Section 10. INDEX OF EXHIBITS

- Exhibit A: Wind Up Budget
- Exhibit B: Plaza Extra Supermarkets Balance Sheet
- Exhibit C: Pending Litigation Against United
- Exhibit D: List of Brokerage and Investment Accounts

DONE AND SO ORDERED this 7 day of January, 2015.


DOUGLAS A. BRADY, JUDGE

ATTEST:
ESTRELLA GEORGE
Acting Clerk of the Court

By: 
Court Clerk Supervisor
1/7/15

CERTIFIED TO BE A TRUE COPY
This 9th day of Jan 2015

CLERK OF THE COURT
By  Court Clerk

EXHIBIT 2

03/24/2009 1:26PM
Official Records of
ST THOMAS/ST JOHN
WILMA G. HART SMITH
RECORDER OF DEEDS

DEED IN LIEU OF FORECLOSURE

THIS INDENTURE made this 23 day of October, 2008, between **PLESSEN ENTERPRISES, INC.**, a Virgin Islands corporation (herein "Grantor") and **UNITED CORPORATION**, a Virgin Islands corporation, P.O. Box 763, Christiansted St. Croix, VI 00821 (herein "Grantee");

WITNESSETH: That the Grantor, in consideration of the release and cancellation by Grantee of all of Grantor's obligations under a First Priority Mortgage and Note dated 08/24/06, which Mortgage was recorded on 08/24/06, as Document No. 2006008542, in the Office of the Recorder of Deeds for St. Thomas and St. John, Virgin Islands, does hereby grant, convey and release unto the Grantee, its successors and assign, in fee simple absolute, forever, all that certain parcel of land situate, lying and being in St. Thomas, U.S. Virgin Islands, described as follows:

**Parcel No. 2-4 Rem. Estate Charlotte Amalie
No. 3 New Quarter
St. Thomas, U.S. Virgin Islands
consisting of 0.536 acre, more or less
as shown on OLG Map No. D9-7044-T002, dated April 10, 2002**

TOGETHER with the improvements thereon and the rights, privileges and appurtenances belonging thereto, or in anywise appertaining.

SUBJECT, HOWEVER, to all easements, restrictions, agreements, covenants and declarations of record and to Virgin Islands zoning regulations.

TO HAVE AND TO HOLD the premises conveyed hereby, with all privileges and appurtenances thereof, unto the Grantee, its successors and assigns, in fee simple absolute forever; subject to the conditions and reservations set forth herein.

GRANTOR covenants that it has the right to convey title in fee simple and that the property is free from every encumbrances suffered or created by acts of Grantor, except as aforesaid, and Grantor warrants and will defend the title to the above granted property against all persons lawfully claiming the same from, through or under the Grantor.

EXHIBIT 2

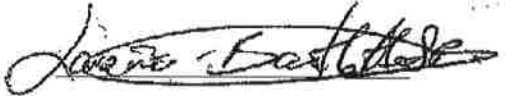
HAMD625711


Doc# 2009001384

IN WITNESS WHEREOF, the Grantor has duly executed this Deed in Lieu of Foreclosure as of the date first above written.

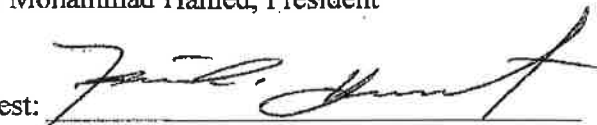
Witnesses:

PLESSEN ENTERPRISES, INC.



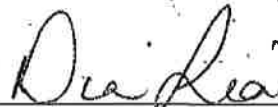

By: Mohammad Hamed, President



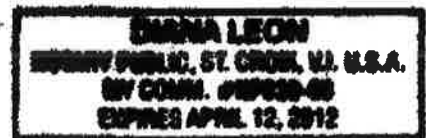
Attest: 
Fathi Yusuf, Secretary

TERRITORY OF THE VIRGIN ISLANDS)
DIVISION OF ST. CROIX) ss:

The foregoing instrument was acknowledged before me this 23rd day of October, 2008, by Mohammad Hamed, as President of Plessen Enterprises, Inc., a Virgin Islands corporation, on behalf of the corporation.



Notary Public
My commission expires: April 12, 2012
My commission number: NP039-08



NOTED IN THE CADASTRAL RECORDS
FOR COUNTRY/TOWN PROPERTY, BOOK FOR

ESTATE CHARLOTTE AMALIE

NO. 3 NEW QUARTER

ST. THOMAS, U.S. VIRGIN ISLANDS

Cadastral Survey/Tax Assessor Offices
St. Thomas, V.I. Dated: October 31, 2008

Phyllis Harrigan
Phyllis Harrigan, Special Assistant
to the Tax Assessor for Surveys
Office of the Lieutenant Governor

ALIAS:

Is hereby certified that the above
mentioned property/s which, according
to DEED IN LIEU OF FORECLOSURE dated October 23, 2008
belongs to: UNITED CORPORATION

(GRANTEE)

has not, according to the Records of
this office, undergone any changes as to
boundaries and area.

Cadastral Survey/Tax Assessor Offices

St. Thomas, V.I. Dated: October 31, 2008

Phyllis Harrigan
Phyllis Harrigan, Special Assistant
to the Tax Assessor for Surveys
Office of the Lieutenant Governor



Doc# 2009001984
Pages 5
03/24/2009 1:26PM
Official Records of
ST THOMAS/ST JOHN
WILNA D. HART SMITH
RECORDER OF DEEDS
Fees \$347.00



Deed in Lieu of Foreclosure
Pcl. 2-4 Reml Charlotte Amalie
Page - 3 -

AFFIDAVIT OF EXEMPTION

Mohammad Hamed, being duly sworn, deposes and states:

1. I am the President of Plessen Enterprises, Inc., Grantor herein;
2. This transfer is exempt from tax stamps pursuant to Title 33 Virgin Islands Code, Section 128 (2), as it is given solely in order to release security for an obligation.
3. The Government's assessed value for recording cost purposes is \$330,000.00.



Mohammad Hamed, President of
Plessen Enterprises, Inc.

TERRITORY OF THE VIRGIN ISLANDS)
DIVISION OF ST. CROIX) ss:

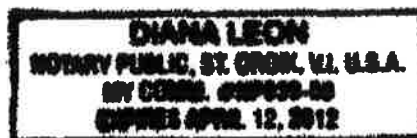
Subscribed and sworn to before me this 23rd day of October, 2008 by Mohammad Hamed,
as President of Plessen Enterprises, Inc., a Virgin Islands corporation, on behalf of the corporation.



Notary Public

My commission expires: April 12, 2012

My commission number: NP039-08





GOVERNMENT OF
THE VIRGIN ISLANDS OF THE UNITED STATES
CHARLOTTE AMALIE, ST. THOMAS, V.I. 00802

---0---

Office of the Lieutenant Governor

TAX CLEARANCE LETTER

TO: THE RECORDER OF DEEDS

FROM: OFFICE OF THE TAX COLLECTOR

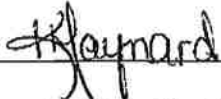
IN ACCORDANCE WITH Title 28, SECTION 121 AS AMENDED, THIS IS
CERTIFICATION THAT THERE ARE NO REAL PROPERTY TAXES
OUTSTANDING FOR PARCEL NO. 1-05603-0214-00
LEGAL DESCRIPTION CHARLOTTE AMALIE 2-4, NEW QTR.
OWNER'S NAME DANIEL, WINSOR E.

TAXES RESEARCHED UP TO AND INCLUDING 2005.

RESEARCHED BY:

Karen Maynard, Tax Collector I

SIGNATURE:



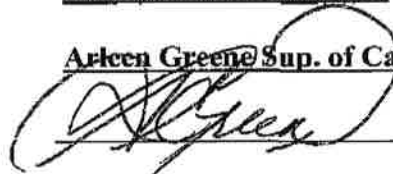
DATE:

Friday, October 31, 2008

VERIFIED BY:

Arleen Greene Sup. of Cashiers STT/STJ

SIGNATURE:



DATE:

Friday, October 31, 2008

Doc# 2009001984

EXHIBIT 3

EXHIBIT "B" to the Wind-Up Order

Plaza Extra Supermarkets
Balance Sheet
As of January 31, 2014 and Last Year End

	<u>Current Period</u>	<u>Last Year End</u>
ASSETS		
Current Assets		
10000 Cash - Petty	\$ 31,726.00	\$ 31,726.00
10100 Cash - Registers	33,870.00	33,870.00
10200 Cash - Safe	146,520.20	168,220.20
10300 Cash in Bank - Operating	(2,212,795.52)	(970,814.23)
10350 Cash in Bank - Payroll	15,712.17	15,693.98
10400 Cash in Bank - CC Deposit	1,096,301.95	932,533.54
10500 Cash in Bank - Telecheck	7,967,789.80	7,703,852.94
10900 Cash Clearing - Transfers	0.00	106,910.23
11000 Accounts Receivable - Trade	57,323.37	43,129.55
12000 Inventory	9,553,982.57	9,553,982.57
13100 Prepaid Insurance	226,946.88	278,216.83
13300 Due from Cashiers - Shortages	0.00	(2,719.72)
13400 Due from Employees - Loans	60,638.60	73,497.47
14000 Due from (to) Yusuf	(117,644.33)	(117,644.33)
14100 Due from (to) Plaza East	(458,934.70)	(550,471.77)
14300 Due from (to) Plaza West	405,635.79	476,080.46
14400 Due from (to) Plaza STT	53,298.91	53,298.91
14500 Due from (to) Shopping Ctr	67,251.73	65,688.31
15100 Marketable Securities - BPPR	37,767,429.03	37,767,429.03
15150 Unrealized (Gain) Loss - BPPR	(2,324,369.86)	(2,324,369.86)
15200 Marketable Securities - ML	336,378.45	336,378.45
Total Current Assets	52,707,061.04	53,674,488.56
Property and Equipment		
16000 Buildings	3,478,103.00	3,478,103.00
16100 Leasehold Improvements	4,214,919.00	4,214,919.00
16200 Fixtures & Store Equipment	7,377,032.21	7,377,032.21
16400 Security Equipment	304,241.60	304,241.60
16500 Vehicles & Transport Equipment	57,050.50	57,050.50
16900 Accum Depreciation	(10,695,527.03)	(10,677,827.03)
Total Property and Equipment	4,735,819.28	4,753,519.28
Other Assets		
17000 Land	330,000.00	330,000.00
19000 Deposits	57,963.40	57,963.40
19200 Due from (to) Peter's Farm	1,527,708.00	1,527,708.00
19300 Due from (to) Plessen	5,109,018.00	5,109,018.00
19400 Due from (to) Sixteen Plus	87,004.26	87,004.26
Total Other Assets	7,111,693.66	7,111,693.66
Total Assets	\$ 64,554,573.98	\$ 65,539,701.50

Unaudited - For Management Purposes Only

EXHIBIT 4

From 2/1/2016 Financials Supplied by John Gaffney as Exhibit to Sixth Bi-Monthly Partnership Report

Plaza Extra Partnership
Combined Balance Sheets
January 31, 2015 through December 31, 2015

ASSETS	Jan 31, 2015	Feb 28, 2015	Mar 31, 2015	Apr 30, 2015	May 31, 2015	Jun 30, 2015	Jul 31, 2015	Aug 31, 2015	Sep 30, 2015	Oct 31, 2015	Nov 30, 2015	Dec 31, 2015
Current Assets												
10000 Cash - Petty	\$ 27,800.00	\$ 27,800.00	\$ 10,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
10100 Cash - Registers	40,760.00	40,760.00	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10200 Cash - Safe	183,950.00	196,050.00	64,700.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10300 Cash in Bank - Operating	(1,366,077.04)	(1,090,654.34)	524,564.22	325,717.55	1,023,269.87	971,504.80	(15,838.26) #	(15,838.26)	(15,838.26)	(15,838.26)	(15,838.26)	(15,838.26)
10350 Cash in Bank - Payroll	18,085.19	17,380.88	17,291.97	17,091.17	16,987.02	16,978.52	(625.79) #	(625.79)	(625.79)	(625.79)	(625.79)	(625.79)
10400 Cash in Bank - CC Deposit	625,725.62	672,664.12	557,956.05	1,106,598.67	499,161.88	378,159.53	176,353.61	176,353.61	0.00	0.00	0.00	0.00
10500 Cash in Bank - Telecheck	1,477,909.17	1,526,218.32	387,233.11	400,142.34	410,010.41	406,051.09	0.00	0.00	0.00	0.00	0.00	0.00
10600 Cash - Bank Claims 9091	0.00	490.00	10,000,490.00	7,794,686.25	96,777.68	(213,559.30)	1,911,140.20 #	2,185,392.59	2,185,392.59	2,109,786.10	2,010,757.99	1,648,436.13
10700 Cash - Bank Liquid 9075	0.00	490.00	7,974,790.00	7,974,625.24	174,625.24	125,725.24	125,705.24 #	125,685.24	125,665.24	125,645.24	125,625.24	125,605.24
10900 Cash Clearing - Transfers	4,923.62	4,923.62	5,056.58	5,056.58	5,056.58	(3,425.00)	0.00	0.00	(183,381.91) //	0.00	0.00	0.00
11000 Accounts Receivable - Trade	62,077.64	53,513.65	10,451.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12000 Inventory	10,199,265.21	10,199,265.21	2,334,921.76	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13100 Prepaid Insurance	266,737.51	221,038.51	175,339.51	157,285.02	139,230.53	139,230.53	139,230.53	139,230.53	0.00	0.00	0.00	38,656.92
13300 Due from Cashiers - Shortages	(500.00)	(1,000.00)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13400 Due from Employees - Loans	45,749.11	35,273.68	33,220.20	33,121.06	33,121.06	33,121.06	33,121.06	33,121.06	0.00	0.00	0.00	0.00
13600 Due from Hannun	35,000.00	35,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
14000 Due from (to) Yusuif	(305,537.33)	(305,537.33)	(306,986.66)	(306,986.66)	(306,986.66)	(306,986.66)	(306,986.66)	(306,986.66)	0.00 //	0.00	0.00	0.00
14100 Due from (to) Plaza East	(6,626,569.10)	(6,521,706.06)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
14300 Due from (to) Plaza West	7,947,716.01	7,929,689.24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
14400 Due from (to) Plaza STT	(1,321,146.91)	(1,407,983.18)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
14500 Due from (to) Prop Manager	(896,872.25)	(954,052.71)	(1,229,715.40)	(1,229,715.40)	1,019,529.01	1,019,529.01	1,019,529.01	1,019,529.01	0.00 //	0.00	0.00	0.00
14600 Due from (to) Hamed	24,700.00	24,700.00	25,125.53	25,224.67	25,224.67	25,224.67	25,224.67	25,224.67	524.67 //	524.67	524.67	524.67
15100 Marketable Securities - BPPR	39,856,411.50	40,130,055.27	10,179,919.98	10,194,773.58	10,196,491.28	10,145,235.13	8,169,653.83	8,032,834.70	7,987,520.19	8,135,802.76	8,142,047.90	8,091,374.55
15150 Unrealized (Gain) Loss-BPPR	(1,022,424.87)	(496,820.04)	(233,452.36)	(259,070.17)	(250,646.36)	(134,057.78)	(107,582.11)	41,850.30	103,761.55	(55,892.05)	(51,334.59)	72,824.35
15200 Marketable Securities - ML	336,378.45	336,378.45	336,378.45	336,378.45	336,378.45	336,378.45	336,378.45	0.00	0.00	0.00	0.00	0.00
Total Current Assets	49,614,061.53	50,673,937.29	30,872,284.69	26,574,928.35	13,418,230.66	12,939,109.29	11,505,303.78	11,455,771.00	10,203,018.28	10,299,402.67	10,211,157.16	9,960,957.81
Property and Equipment												
16000 Buildings	3,478,103.00	3,478,103.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
16100 Leasehold Improvements	4,214,919.00	4,214,919.00	4,188,558.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
16200 Fixtures & Store Equipment	7,401,596.86	7,401,596.86	2,272,283.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
16400 Security Equipment	298,600.00	298,600.00	99,335.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
16500 Vehicles & Transport Equipment	57,050.50	57,050.50	25,800.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
16900 Accum Depreciation	(10,920,805.75)	(10,939,309.50)	(4,344,063.25)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Property and Equipment	4,529,463.61	4,510,959.86	2,241,913.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other Assets												
17000 Land	330,000.00	330,000.00	330,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
19000 Deposits	115,985.50	115,985.50	12,370.00	12,370.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Other Assets	445,985.50	445,985.50	342,370.00	12,370.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Assets	\$ 54,589,510.64	\$ 55,630,882.65	\$ 33,456,568.19	\$ 26,587,298.35	\$ 13,418,230.66	\$ 12,939,109.29	\$ 11,505,303.78	\$ 11,455,771.00	\$ 10,203,018.28	\$ 10,299,402.67	\$ 10,211,157.16	\$ 9,960,957.81

EXHIBIT 4

EXHIBIT 5

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

MOHAMMED HAMED by His Authorized)
Agent WALEED HAMED,)

Plaintiff/Counterclaim Defendant,)

vs.)

Case No. SX-12-CV-370

FATHI YUSUF and UNITED CORPORATION,)

Defendants/Counterclaimants,)

vs.)

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

Additional Counterclaim Defendants.)

THE VIDEOTAPED ORAL DEPOSITION OF FATHI YUSUF

was taken on the 2nd day of April, 2014, at the Law Offices
of Adam Hoover, 2006 Eastern Suburb, Christiansted,
St. Croix, U.S. Virgin Islands, between the hours of
9:17 a.m. and 4:16 p.m., pursuant to Notice and Federal
Rules of Civil Procedure.

Reported by:

Cheryl L. Haase
Registered Professional Reporter
Caribbean Scribes, Inc.
2132 Company Street, Suite 3
Christiansted, St. Croix U.S.V.I.
(340) 773-8161

~~FATHI YUSUF -- DIRECT~~

1 property?

2 **A.** No. I have a contract.

3 **Q.** So if I went over to Jordan and did a title
4 search -- I don't even know if they do that -- it would show
5 the property's still in both your names?

6 **A.** Yes.

7 **Q.** And the Tutu Park property, is that also called
8 Ft. Milner, as well?

9 **A.** Yeah, it's Ft. Milner or Tutu. It's Ft. Milner, I
10 believe.

11 **Q.** Okay. And one is a 9-acre parcel?

12 **A.** 9.31.

13 **Q.** Then the other one is like a half-acre parcel?

14 **A.** It's about .53, if I recall.

15 **Q.** Okay.

16 **A.** Not too sure exactly.

17 **Q.** And -- and both of those properties were supposed
18 to belong 50 percent to you and 50 percent to Hamed?

19 **A.** Up to the time he give me his word, it was 50/50.
20 After that, I would assume all is mine.

21 **Q.** Okay. So, and what I'm trying to get at is I know
22 there's a half-acre piece in United, that's in the name of
23 United?

24 **A.** Yes.

25 **Q.** But that was actually purchased with --

FATHI YUSUF -- DIRECT

1 **A.** This is part of the --

2 **Q.** Bigger piece?

3 **A.** -- of the one he pledge to settle the number I
4 give him at our first meeting.

5 **Q.** Okay. And both of those, the smaller piece and
6 the bigger piece, were purchased with money from the
7 supermarket, so they're 50/50.

8 **A.** That's correct.

9 **Q.** Okay. And, you know, you keep referring back to
10 the testimony yesterday of Mr. Mohammad Hamed.

11 Did you hear him say anything that you think
12 is incorrect or untruthful?

13 **A.** A lot, unfortunate. A lot of what he say, I don't
14 agree with.

15 **Q.** Okay. Let me come back to that.

16 All right. So getting back to the exhibit in
17 front of you, I'm just going to read you two more clauses
18 and then we'll be done with this one.

19 The third -- the third clause from the bottom
20 says, Whereas the partners have shared profits, losses,
21 deductions, credits and cash --

22 **A.** Excuse me. Where -- where it says that? What
23 page?

24 **Q.** The page you're on, right there.

25 **A.** This?

EXHIBIT 6

**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.

Case No.: SX-2012-CV-370

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

JURY TRIAL DEMANDED

Consolidated with

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

Plaintiff,

vs.

UNITED CORPORATION,

Defendant.

Case No.: SX-2014-CV-287

**ACTION FOR DECLARATORY
JUDGMENT**

JURY TRIAL DEMANDED

Consolidated with

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

Plaintiff,

vs.

FATHI YUSUF,

Defendant.

Case No.: SX-2014-CV-278

**ACTION FOR DEBT AND
CONVERSION**


JURY TRIAL DEMANDED

EXHIBIT 6

**HAMED'S FOURTH INTERROGATORIES PER THE CLAIMS DISCOVERY
PLAN OF 1/29/2018, NOS. 16-28 OF 50 AS TO**

Interrogatory 21 of 50:

Interrogatory 21 of 50 relates to Claim No. H-142 (old Claim No. 490): "Half acre in Estate Tutu," as described in Hamed's November 16, 2017 Motion for a Hearing Before Special Master, Exhibit 3 and the September 28, 2016 JVZ Engagement Report and Exhibits.



With respect to Claim No. H-142, state in detail how this half acre in Estate Tutu was purchased and what funds were used, the source of those funds and any discussions or agreements about the funds or the purchase, with reference to all applicable documents, communications and witnesses.

Response:

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.

Case No.: SX-2012-CV-370

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

JURY TRIAL DEMANDED

Consolidated with

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

Plaintiff,

vs.

UNITED CORPORATION,

Defendant.

Case No.: SX-2014-CV-287

**ACTION FOR DECLARATORY
JUDGMENT**

JURY TRIAL DEMANDED

Consolidated with

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

Plaintiff,

vs.

FATHI YUSUF,

Defendant.

Case No.: SX-2014-CV-278

**ACTION FOR DEBT AND
CONVERSION**

JURY TRIAL DEMANDED

**HAMED'S THIRD REQUESTS TO ADMIT PURSUANT TO THE CLAIMS
DISCOVERY PLAN OF 1/29/2018, NOS. 7-29 OF 50 AS TO**

were purchased prior to the sale and separation and were redeemed at Plaza Extra-STT after the split were reimbursed to KAC357, Inc., as reflected in Exhibits 358, Exhibits to the JVZ Engagement Report, dated September 28, 2016.

Response:

Request to Admit 21 of 50:

Request to admit number 21 of 50 relates to Claim H-40 (old Claim No. 360) as described in Hamed's November 16, 2017 Motion for a Hearing Before Special Master as "Approximately \$18 million in "purged" (*i.e.*, missing) transactions in 2013."

Admit or deny that not **all** of the original 2013 bookkeeping transactions that were in the computer accounting system are in the Sage 50 2013 transactions provided to Hamed.

Response:

Request to Admit 22 of 50:

Request to admit number 22 of 50 relates to Claim H-142 (old Claim No. 490) as described in Hamed's November 16, 2017 Motion for a Hearing Before Special Master as "Half acre in Estate Tutu."

Admit or Deny that the Partnership (or Hamed and Yusuf) did provide the funds for the purchase of this land referenced in Claim H-142, "Half acre in Estate Tutu," by using income from the Plaza Extra stores.

Response:



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.

Case No.: SX-2012-CV-370

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

JURY TRIAL DEMANDED

Consolidated with

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

Plaintiff,

vs.

UNITED CORPORATION,

Defendant.

Case No.: SX-2014-CV-287

**ACTION FOR DECLARATORY
JUDGMENT**

JURY TRIAL DEMANDED

Consolidated with

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

Plaintiff,

vs.

FATHI YUSUF,

Defendant.

Case No.: SX-2014-CV-278

**ACTION FOR DEBT AND
CONVERSION**

JURY TRIAL DEMANDED

**HAMED'S THIRD REQUEST FOR THE PRODUCTION OF DOCUMENTS
NOS. 8-18 OF 50 PURSUANT TO THE CLAIMS DISCOVERY PLAN**

RFPDs 12 of 50:

Request for the Production of Documents, 12 of 50, relates to H-141 (old Claim No. 488): "Unclear general ledger entry "due t/fr settlement re stmt at 9/30/15."

With respect to H-141, please provide all documents which relate to this entry -- particularly all underlying documents relating to the 9/30/15 settlement referenced, the funds involved and their disposition.

Response:

RFPDs 13 of 50:

Request for the Production of Documents, 13 of 50, relates to H-142 (old Claim No. 490): "Half acre in Estate Tutu."

With respect to H-142, please provide all documents which relate to this entry -- particularly (but not limited to) all underlying documents relating to the source of funds for the purchase of this property if it was other than income from the stores.

Response:

RFPDs 14 of 50:

Request for the Production of Documents, 14 of 50, relates to H-148 (old Claim No. 3011): "Excessive travel and entertainment expenses."

If the answer to the request to admit as to H-148 is "deny," please provide the backup documentation for all travel expenses for the members of the Yusuf family from 2007 to 2014 that exceed \$1000, as it relates to H-148.

Response:

RFPDs 15 of 50:

EXHIBIT 7

DECLARATION OF WALLY HAMED

I, Wally Hamed, declare, pursuant to V.I. R. CIV. P. 84, as follows:

1. I am over 18 years of age.
2. I am now the named Plaintiff herein and am familiar with the facts set forth herein.
3. When the Plaza East Supermarket burned down in 1992, it was insured by the partnership, not through funds paid by the landlord, United Corporation.
4. As part of that insurance settlement, the partnership received enough funds to not only re-build the existing Plaza East store, which was done -- but to also purchase an adjacent parcel of land, Plot 4-H Sion Farm, which added some additional space to the interior of the store, as well as a large open area behind the store.
5. Thus, partnership funds were used to purchase Plot 4-H.

I declare under penalty of perjury that the foregoing is true and correct, executed on this 5th day of March, 2018.



Wally Hamed

