

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

MANAL MOHAMMAD YOUSEF,)	
Plaintiff,	)	CASE NO. SX-2017-CV-00342
v.)	
SIXTEEN PLUS CORPORATION,	)	ACTION FOR DEBT AND
Defendant,	)	FORECLOSURE OF REAL
and	)	PROPERTY MORTGAGE
)	
SIXTEEN PLUS CORPORATION,	)	COUNTERCLAIM FOR
Counter-Plaintiff,	)	DAMAGES
v.)	
MANAL MOHAMMAD YOUSEF,	)	THIRD PARTY ACTION
Counter-Defendant,)	
and	)	JURY TRIAL DEMANDED
)	
SIXTEEN PLUS CORPOFATION,)	
Third-Party Plaintiff,)	
v.)	
FATHI YUSUF,)	
Third-Party Defendant.)	<i>Consolidated With</i>
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SIXTEEN PLUS CORPORATION,)	
Plaintiff,)	CASE NO. SX-2016-CV-00065
v.)	ACTION FOR DECLARATORY
MANAL MOHAMMAD YOUSEF,	)	JUDGMENT, CICO and FIDUCIARY
Defendant,	)	DUTY
and)	
	)	COUNTERCLAIM
MANAL MOHAMMAD YOUSEF,)	
Counter-Plaintiff,)	JURY TRIAL DEMANDED
v.)	
SIXTEEN PLUS CORPORATION,)	
Counter-Defendant.)	
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THIRD PARTY DEFENDANT FATHI YUSUF'S BRIEF IN OPPOSITION TO SIXTEEN PLUS CORPORATION'S MOTION TO AMEND ANSWER

Third-Party Defendant Fathi Yusuf's opposition to this motion to amend is more fundamental than an analysis of whether the proposed amendment on a case this old is untimely or whether granting the amendment would prejudice Yusuf. Yusuf believes that any assertion of claims or defenses in this case by Sixteen Plus Corporation which reflect the legal position of one director (Hamed), but not the other (Yusuf), must proceed derivatively. There is a related derivative action already pending – namely, case no. 2016-SX-CV-650 brought on behalf of Sixteen Plus against Yusuf, Isam Yousuf and Jamal Yousuf by Hisham Hamed. *See* Exhibit 1, Complaint “650” case. That case was filed in October 2016, and Hisham Hamed has very recently filed a motion to add Manal Yousef as a party defendant in that case.

The related derivative action alleges in paragraph 9 of the First Amended Complaint (dated December 23, 2016) as follows:

The Board of Directors of Sixteen Plus currently consists of two directors, Fathi Yusuf, a named defendant, and Waleed Hamed. An original third director voluntarily withdrew from the Board before the acts complained of here when he sold all of his stock in the corporation to the Hameds and Yusufs.

The instant consolidated cases began with the filing of the “65” case on February 9, 2016 by Sixteen Plus Corporation against Manal Yousef, in a complaint signed by Mark Eckard purportedly on behalf of Sixteen Plus. That case sought to invalidate the mortgage given by Sixteen Plus to Manal Yousef. *See* Exhibit 2, Complaint “65” case. There was no resolution of the Board of Directors of the Sixteen Plus authorizing the Corporation to engage Attorney Eckard and authorizing the filing of the lawsuit. Such a resolution was never a possibility because Fathi Yusuf recognizes the mortgage as valid and enforceable. The engagement of Attorney Eckard and the bringing of the suit was done at the instance of only one director, Waleed Hamed. Nor has

there been any corporate resolution to engage Attorney Holt to prosecute the 65 case on behalf of Sixteen Plus or to defend Manal Yousef's later-filed 342 case for foreclosure against Sixteen Plus.

The upshot is that there is no authority for Sixteen Plus to be prosecuting or defending claims or third-party claims in these consolidated cases, whether through Attorney Holt or any other attorney. The two members of the Board of Sixteen Plus have a fundamental disagreement concerning the validity of the mortgage given by the corporation to Manal Yousef. As a result, any prosecution of claims or defenses by Sixteen Plus Corporation in this situation must proceed derivatively, if at all. Because Sixteen Plus is proceeding without authority in these consolidated cases, Yusuf believes that any action undertaken in them, including the instant request to amend the answer, should be denied.

DUDLEY NEWMAN FEUERZEIG, LLP

Dated: February 10, 2023

/s/Charlotte K. Perrell

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CERTIFICATE OF SERVICE

It is hereby certified that on the 10th day of February, 2023, the foregoing **THIRD PARTY DEFENDANT FATHI YUSUF'S BRIEF IN OPPOSITION TO SIXTEEN PLUS CORPORATION'S MOTION TO AMEND ANSWER**, which complies with the page and word limitations set forth in Rule 6-1(e), was filed with the Clerk of the Court and was served via e-mail, as agreed by the parties, addressed to:

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

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

Plaintiffs,

v.

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

Defendants,

and

SIXTEEN PLUS CORPORATION,

a nominal defendant.

Case No.: 2016-SX-CV-650

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

JURY TRIAL DEMANDED

FIRST AMENDED VERIFIED COMPLAINT

The Plaintiffs, by counsel, hereby allege as the basis of their First Amended Verified Complaint against the Defendants as follows:

JURISDICTION AND PARTIES

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

4. The Defendant Isam Yousuf is an adult resident of St. Martin and has been at all times relative hereto.
5. The Defendant Jamil Yousef is an adult resident of St. Martin and has been at all times relative hereto.
6. The Individual Plaintiff also brings a shareholder's derivative action on behalf of Sixteen Plus Corporation ("Sixteen Plus"), a Virgin Islands corporation that was formed in February of 1997, which is joined as a nominal defendant, as the cause of action belongs to the corporation, but its Board of Directors is such that the Board cannot be reasonably expected to bring suit in the name of the corporation.
7. Individual Plaintiff Hamed was at all times relevant to this Complaint (and still is) a shareholder of Sixteen Plus at all times relative hereto, as he was an initial shareholder when the corporation was formed and has continuously remained a shareholder during all times relevant.
8. The Plaintiff can bring the derivative claim on behalf of the corporation pursuant to Rule 23.1 of the Federal Rules of Civil Procedure, which is applicable to this cause of action.
9. The Board of Directors of Sixteen Plus currently consists of two directors, Fathi Yusuf, a named defendant, and Waleed Hamed. An original third director voluntarily withdrew from the Board before the acts complained of here when he sold all of his stock in the corporation to the Hameds and Yusufs.
10. Fathi Yusuf and Waleed Hamed and their families are in intractable litigation in several other matters. Both have acknowledged this to be the case, and have

filed papers in other proceedings before the Superior Court attesting to this. Moreover, the Superior Court (Willocks, J.) has entered an Order stating that the Hamed and Yusuf families could file a derivative action as to another jointly controlled corporation for the same reason.

11. Thus, Plaintiff Hamed has not made a demand on the Board of Directors, as it would be futile to make a demand on them to bring this suit on behalf of Sixteen Plus. As was true in the same situation before Judge Willocks, there would be no reasonable expectation that Fathi Yusuf would agree to have Sixteen Plus sue him for embezzlement, fraud and a violation of Section 605 of Title 14 of the Virgin Islands Code

FACTS

a. Background History – 1997-1999: Prior to the Alleged Conspiracy and Alleged Predicate Criminal Acts

12. On February 10, 1997, Sixteen Plus was formed as a corporation to purchase a 300 plus acre parcel of land on the South shore of St. Croix, often referred to as Diamond Keturah (hereinafter referred to as the “Land”) from the Bank of Nova Scotia (“BNS”) -- which had obtained its ownership interest subject to rights of redemption through a foreclosure sale conducted on February 13, 1996.

13. A contract to buy the Land subject to the rights of redemption was then entered into between Sixteen Plus and BNS on February 14, 1997.

14. At the time it was formed and at all times up to the present, all of the stock of Sixteen Plus has been owned 50% by family members of Fathi Yusuf and 50% by family members of Mohammad Hamed.

15. At the time Sixteen Plus was formed in the late 1990's, Fathi Yusuf and Mohammad Hamed were 50/50 partners in a grocery business known as Plaza Extra Supermarkets.
16. Fathi Yusuf and Mohammad Hamed decided to buy the Land in question by providing the necessary funds to Sixteen Plus -- using only proceeds from the grocery stores they owned -- which they did as described below.
17. Yusuf, acting for the Plaza Extra partners, then directed the business arrangements regarding the purchase of the Land.
18. Yusuf directed these business arrangements for the partnership as to the purchase of the Land using partnership funds rather than involving his partner Mohammad Hamed because, as both the Court in *Hamed v. Yusuf* and Fathi Yusuf himself have stated -- Fathi Yusuf was "in charge" of the business transactions for the partnership and they were under his "exclusive ultimate control". (See, *Hamed v. Yusuf*, 2013 WL 1846506 (V.I.Super. April 25, 2013)(para. 19 at page *6, "Yusuf's management and control of the "office" was such that Hamed was completely removed from the financial aspects of the business. . . ." and Yusuf's May 9, 2013, *Motion to Stay the Preliminary Injunction* in that same action -- where Yusuf admitted "[Hamed] never worked in any management capacity at any of the Plaza Extra Stores, which role was under *the exclusive ultimate control of Fathi Yusuf.*")
19. All funds used to buy the Land came from the Plaza Extra Supermarkets partnership -- and thus from Yusuf and Hamed as the only two partners.

20. However, Fathi Yusuf decided he did not want either the Government of the Virgin Islands or BNS to know the partnership source of the funds he was using to buy the Land, as he did not want them to know he was secretly diverting unreported cash from the Plaza Extra Supermarket to Sixteen Plus as part of a money laundering effort. The following details of that effort are presented here as background information to the later predicate criminal acts and are not the subject of this Complaint.
21. Fathi Yusuf acted with Isam Yousuf, his nephew who lived on St. Martin, to launder in excess of \$4,000,000 in unreported, untaxed partnership funds to St. Martin from the Plaza Extra Supermarket operations -- so that they could then wire these funds back to a Sixteen Plus account at BNS in order for Sixteen Plus to use these 'laundered' funds to purchase the Land.
22. To accomplish this, Fathi Yusuf had large sums of cash delivered to Isam Yousuf in St. Martin, who thereafter deposited those funds into various accounts in St. Martin. Fathi Yusuf and Isam Yousuf then transferred the partnership's funds by wire to an account in the name of Sixteen Plus at BNS on St. Croix. The transfers (which exceeded \$4,000,000) to Sixteen Plus' account at BNS took place between February 13th and September 4th of 1997.
23. To further cover up the partnership source of these funds, as well as to try to shelter Isam Yousuf from exposure to criminal consequences from the effort to launder and use the cash from the partnership's supermarkets, Fathi Yusuf and Isam Yousuf agreed to create a sham note and mortgage for the transaction,

naming Fathi Yusuf's young niece who lived in St. Martin, Manal Mohammad Yousef ("Manal Yousef"), as the sham mortgagee.

24. Fathi Yusuf explained the note and mortgage to his partner, Mohammad Hamed, as well as the various Hamed shareholders of Sixteen Plus as being a legitimate business transaction to protect the property, that Manal Yousef could and would never actually enforce the mortgage, and that Yusuf could get the note and mortgage discharged at any time.

25. To demonstrate the legitimacy of this arrangement to his partner, Fathi Yusuf stated to Mohamad Hamed and his son Waleed Hamed that all of the financials of the corporation, USVI tax filings and annual USVI corporate filings would **accurately reflect that the funds came from Hamed and Yusuf as the shareholders – and would not reflect the note and mortgage as a valid corporate debt – as further described below.** Thus, he explained, no USVI laws would be broken by making it appear that Manal Yousef had provided funds or was the holder of an enforceable claim.

26. Fathi Yusuf then caused a corporate resolution, sham note and mortgage in the amount of \$4,500,000 to be drafted by Sixteen Plus' counsel in favor of Manal Yousef, dated September 15, 1997, even though she had no such funds, and had never advanced any funds to Sixteen Plus -- as those funds came solely from the partnership and belonged 50/50 to the Hameds and Yusufs.

27. The note and mortgage exceeded the amount laundered through St. Martin by \$500,000. The additional \$500,000 came from partnership funds that Fathi Yusuf caused the supermarkets to deposit directly as currency into the St. Croix

bank account. Thus, \$500,000 of the \$4.5 million used to buy the land was directly provided by the Partnership as cash deposits.

28. At Fathi Yusuf's direction, that sham note and mortgage in the amount of \$4,500,000 were then executed by Sixteen Plus in favor of Manal Yousef on September 15, 1997, even though the Land in question had actually not been purchased yet – and the amount transferred through St. Martin was only \$4 million.

29. On December 24, 1997, BNS finally was entitled to a conveyance of the Land from the Marshal of the Territorial (now Superior) Court of the Virgin Islands, as the rights of redemption in the foreclosure sale had expired.

30. As per the contract between them, instead of taking title, BNS assigned its right to this conveyance from the Marshal to Sixteen Plus. Sixteen Plus paid for this assignment with the funds from the partnership.

31. On February 22, 1999, Sixteen Plus finally received and recorded the deed to the Land. On that same day, Sixteen Plus also recorded the sham mortgage (as originally dated September 15, 1997) in favor of Manal Yousef.

a. The Money Laundering Charges-2003

32. In 2003, the Federal Government filed felony money laundering and tax evasion criminal charges against Fathi Yusuf and Isam Yousuf, among others.

33. The felony case included criminal charges related to the aforementioned laundering of funds by diversion from the partnership's Plaza Extra supermarkets to St. Martin to buy the Sixteen Plus Land. *That case and those criminal charges are not the subject of the CICO case here – or claimed as predicate acts.*

34. Pursuant to those charges, the Federal Government placed a lien against various real property owned by Fathi Yusuf's United Corporation as well as corporations also owned jointly by the Yusuf and Hamed families -- including the Land owned by Sixteen Plus.

35. The Government also identified the money laundering through St. Martin and the fact that \$500,000 in currency was deposited with funds from the supermarkets to make up the difference.

36. As part of its investigation and the charges, the FBI retrieved and documented the bank records from St. Martin showing the diversion of the \$4 million in funds from the partnership's Plaza Extra Supermarkets to St. Martin -- and subsequent transfer of those laundered funds back to the bank account of Sixteen Plus in order to purchase this Land. It also documented the deposits of \$500,000 directly into the St. Croix account by the partnership.

b. The Value of the Sixteen Plus Property Dramatically Increases-2005

37. While the criminal case continued over the next years, various third parties attempted to buy the Land from Sixteen Plus at substantially higher prices than was paid for the property, with the highest offer exceeding \$22 million.

38. Recognizing this substantial increase of 500% in value in less than 10 years, Fathi Yusuf began to try to figure out how to pocket these funds for himself.

39. In this regard, the Federal Government agreed that it would remove its lien and the Land could be sold -- but **only** if the proceeds of any such sale were escrowed pending the outcome of the criminal case and not paid to Manal Yousef.

40. Contrary to the best interests of Sixteen Plus and its shareholders, Fathi Yusuf began to formulate a plan to embezzle from and defraud Sixteen Plus of the value of the Land, and thus rejected offers for the Land unless the sham Manal Yousef note and mortgage were paid -- so he could then get sole control of these funds.
41. The Federal Government refused to agree to the request that the Manal Yousef mortgage be paid first, asserting its own doubts about the validity of the sham mortgage.
42. Fathi Yusuf could also have had Manal Yousef agree to an escrow of the sales proceeds while preserving her alleged mortgage rights, which would have allowed the sale to take place and fully protect the debt allegedly owed to her, but this would have necessarily involved her in the on-going criminal prosecution since the Land was actually purchased with laundered funds, so such a request was never made. Indeed, once the funds were escrowed, Fathi Yusuf would lose his opportunity to keep the funds for himself pursuant to his Plan.
43. As such, Sixteen Plus lost then, and is continues to lose the benefit of such sales at the highest and best amount because of Fathi Yusuf's insistence that the sham mortgage be paid upon the sale of the property -- which payment the Federal Government refused to allow.

c. The Hidden Plan to Convert the Increased Value and Usurp Corporate Opportunity by Criminal Acts and Conspiracy

44. By May of 2010 it was clear that a settlement and plea would eventually be reached in the criminal action.

45. In May of 2010, without the knowledge of the Hameds or disclosure of either their acts or the related documents, Defendants began to implement the *Hidden Plan to Convert the Increased Value and Usurp Corporate Opportunity by Criminal Acts and Conspiracy* (the “Hidden Plan”) by first obtaining a “Real Estate Power of Attorney” from “Manal Mohammad Yousef Mohammad” **that gave Fathi Yusuf, personally, the power to do whatever he wished with the mortgage,** including releasing the mortgage or foreclosing on the Land for his own benefit, even though the Hamed family had actually paid 50% of the purchase price to buy the Land. See **Exhibit 1**. The St. Martin Defendants were central to this effort to embezzle the Sixteen Plus funds.

46. This power of attorney Fathi Yusuf supplied and they had Manal Yousef sign, gave no rights or benefits to Sixteen Plus or the Hameds and thus usurped the corporate opportunity, despite the fact that Fathi Yusuf was an officer and director of the corporation, owing it fiduciary and statutory duties, as well as a shareholder.

47. Additionally, this undisclosed power of attorney specifically stated that Fathi Yusuf was given total power over what to do with the Land and foreclosure proceeds -- as he was also released and indemnified as to all actions he might take in regard to his broad, personal power of attorney—which further demonstrated that the mortgage and note were a sham, as no bona fide lender gives a principal of the borrower a full power of attorney to discharge the debt without requiring payment.

48. Upon information and belief, the power of attorney was drawn up by a Virgin Islands lawyer retained by Fathi Yusuf and executed at the request and direction of the St. Martin Defendants by Manal Yousef on St. Martin..
49. The existence and purpose of this power of attorney were not disclosed to the Hameds – and they did not learn of it or the Hidden Plan until after Yusuf attempted to steal all of the assets of Sixteen Plus, like he did with the Plaza Extra Supermarkets partnership in 2012 – all of which occurred well within the period of the statute of limitations applicable here.
50. That execution of the undisclosed, exclusive power of attorney in favor of Fathi Yusuf personally was orchestrated by Isam Yousuf in furtherance of the Plan with Fathi Yusuf to steal half of the value of the Land, then in excess of \$25 million, from Sixteen Plus and the Hamed shareholders.
51. The Defendants planned to use the sham mortgage to allow Fathi Yusuf to foreclose of the Land *for his own personal benefit*, and to thus deny Sixteen Plus the value of the Land.
52. In 2013, the Federal Government reached a settlement in the criminal case, which included *inter alia* a lump sum \$10 million payment of taxes to the Government of the Virgin Islands for previously unreported income from the Plaza Extra Supermarkets.
53. In addition to this large payment for back taxes, a fine in excess of \$1,000,000 was also paid to the Government, along with a plea of guilty to the pending felony charge of tax evasion by the corporate defendant, United Corporation, which subsequently was determined to be Yusuf's agent for the partnership.

54. As a result of the plea and settlement, the Federal Government removed its lien on the Land. Also, Fathi Yusuf, Waleed Hamed and several of the other defendants were given personal immunity from criminal prosecution for the acts of tax evasion and money laundering described above.

d. The Predicate Criminal Acts to Consummate the Hidden Plan

55. After the criminal case was dismissed, the Fathi Yusuf and the St. Martin Defendants, in furtherance of the Hidden Plan, arranged for counsel on St. Martin to send a demand to Sixteen Plus – for payment of the sham note and mortgage Sixteen Plus allegedly owed to Manal Yousef. See **Exhibit 2**.

56. That St. Martin counsel did not disclose to Sixteen Plus or the Hameds that Fathi Yusuf was the person personally directing the demand.

57. A response was made to that demand by Hamed's counsel on behalf of Sixteen Plus, which was reduced to writing -- pointing out that the mortgage was not valid for the reasons stated herein. That writing also specifically stated that St. Martin counsel was acting improperly in asserting he was representing Manal Yousef's interests rather than Fathi Yusuf's. See **Exhibit 3**.

58. While counsel on St. Martin promised to get a response to that letter after discussing the matter with his real "client" (see **Exhibit 4**), he never did so, strongly indicating to the Hameds that he had never really been retained by Manal Yousef.

59. In furtherance of the Hidden Plan, Fathi Yusuf, in conjunction with the other Defendants, committed multiple criminal acts including conversion, attempted conversion, perjury, attempted perjury, wire and mail fraud, and others.

60. In 2016, Fathi Yusuf filed a civil lawsuit in the Superior Court as part of the Hidden Plan; seeking to dissolve Sixteen Plus in an attempt to, *inter alia*, dispose of the Land and trigger payment of the sham mortgage.

61. In the course of that litigation, Fathi Yusuf was required to produce all documents he had exchanged with Manal Yousef, including any powers of attorney.

62. When Fathi Yusuf did supply what he represented to be all such documents on July 26, 2016, the power of attorney was not disclosed.

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

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

* * *

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

64. On August 5, 2016, Fathi Yusuf's counsel responded that he had initiated a "reasonable search" as to his client and his client's documents, and falsely represented – on behalf of Fathi Yusuf -- there was no such power of attorney.

See **Exhibit 5**.

Joel, . . . Here are my responses to your numbered paragraphs:

* * *

I stand by my statement in the supplemental Rule 34 response that **based on a reasonable search there are no other documents**

responsive to your request. I believe that supplemental response to your request is sufficient under the Rules (and I thought from our meet and confer that is what you wanted), and that I am not under any duty to go into more detail. (Emphasis added.)

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

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

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

67. Yusuf then filed a motion for a protective order to avoid providing Manal Yusuf's phone number, as a Sixteen Plus or Hamed discussion with Manal would disclose the power of attorney and the Plan to steal half of the value of the Land in a sham foreclosure.
68. After the Court denied Yusuf's motion and ordered Fathi Yusuf to provide the phone number of Manal Yousef, he then repeated the false statements above -- and **now** stated that he did not have her phone number despite his motion to protect that exact information -- but that she could be reached through her nephew, Jamil Yousef, although to date he has repeatedly refused to verify that response. See **Exhibit 7**.
69. However, the location given by Fathi Yusuf as Manal Yousef's address is actually in the possession of and used by Isam Yousuf, which is where he and his son, Jamil Yousef, reside.
70. Yusuf knew, when he falsely certified to the contrary, that this was not the location where Manal Yousef resided.
71. The purpose of this false representation in response to the Court's Order being that the St. Martin Defendants had agreed to intercept any mail, service or other communications to Manal before she could receive them.
72. Indeed, when service of process in another pending Superior Court action was left at that address for Manal Yousef, Isam and Jamil Yousef intercepted the summons and contacted Fathi Yusuf to further the conspiracy to steal the land from Sixteen Plus, telling him about the suit instead.

73. Upon information and belief, Jamil Yousef then agreed to further participate in this fraudulent Plan by allowing Fathi Yusuf to provide his name to the Court as the alleged contact for Manal Yousef, to hide the truth -- promising to call Fathi Yusuf if he was contacted by anyone, so that her whereabouts would remain secret and she would not learn that "she" alone was allegedly going to get millions of dollars -- money which Fathi Yusuf was seeking.

74. Fathi Yusuf thereafter represented to the Superior Court, without the necessary identification of the true party in interest, that he had been contacted by Manal Yousef's "agent", when he knew in fact that it was he, Fathi Yusuf, who was directing the case and attempting to foreclose the sham mortgage under the undisclosed power of attorney -- for his own benefit.

75. During this time period, including in 2012, Fathi Yusuf personally arranged for **and signed, under the penalty of perjury -- tax and other governmental filings showing that no outstanding obligations were due to Manal Yousef, and, to the contrary, that the \$4.5 million had been advanced by -- and was due to -- the shareholders, Hamed and Yusuf**, as follows:

- a. To conceal the Hidden Plan and deceive the other shareholders and officers of the corporation, Fathi Yusuf filed tax returns for Sixteen Plus during this time period, including 2012. See **Exhibits 8 and 9**.
- b. In those filings he, personally signed and swore under oath and penalty of perjury that the \$4.5 million held by Sixteen Plus was received from shareholders and due to them -- and there was no loan or mortgage to a third person. *Id.*

- c. This comported with his repeated representations to the Hameds intended to keep the Hidden Plan hidden.
- d. To hide the Hidden Plan and deceive the other shareholders and officers of the corporation, Fathi Yusuf also prepared and filed annual corporate filings for Sixteen Plus during this time period, including 2012.
- e. In those filings he stated that the \$4.5 million held by Sixteen Plus was received from shareholders and due to them – and was not a loan or mortgage to a third person. See **Exhibit 10**.
- f. This comported with representations to the Hameds.

76. In furtherance of this scheme, in 2013 Fathi Yusuf also created and requested Waleed Hamed sign an annual corporate filing that showed \$4.5 million due as a mortgage and loan and not money due to the Shareholders as had been reported for the prior 13 years. He also inserted his family members as the directors on the document, which he signed and proffered to Hamed. See **Exhibit 11**.

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

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

79. Notwithstanding all of these facts being disclosed to Yusuf, he has not recanted any of his false statements or filings -- and continues to pursue his Plan to steal the real property at Diamond Keturah from Sixteen Plus without any payment to the company or its shareholders, as he continues to try to divert all such funds through Manal Yousef, which funds he will then take back for himself with a share to Defendants for their assistance.

COUNT I - CICO

80. Plaintiffs repeat and reallege all preceding paragraphs, which are incorporated herein by reference.

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

- a. It is unlawful for any person employed by, or associated with, any enterprise, as that term is defined herein, to conduct or participate in, directly or indirectly, the affairs of the enterprise through a pattern of criminal activity.
- b. It is unlawful for any person, through a pattern of criminal activity, to acquire or maintain, directly or indirectly, any interest in, or control of, any enterprise or real property.
- c. It is unlawful for any person who has received any proceeds derived, directly or indirectly, from a pattern of criminal activity in which he participated as a principal, to use or invest, directly or indirectly, any part of the proceeds thereof, or any proceeds derived from the investment or use of any of those proceeds, in the acquisition of any title to, or any right, interest, or equity in, real property, or in the establishment or operation of any enterprise. . . .

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

83. Sixteen Plus and its shareholders are such aggrieved parties under subsection in that:

- a. All Defendants are “person[s]” who through a pattern of criminal activity set forth in paragraphs 55 through 79, have “acquire[d]. . . directly or indirectly” an “interest in” the Land which is “real property” within the meaning of the statute.
- b. All Defendants are “person[s] who have received. . .proceeds derived, directly or indirectly, from a pattern of criminal activity in which [they] participated as. . .principal[s], to use or invest, directly or indirectly,. . .part of the proceeds thereof. . .in the acquisition of. . .[a] right, interest, or equity in” the Land, which is real property as set forth above.

84. Defendants acted in concert with one another in conspiring together in a pattern of activities to embezzle funds from and criminally defraud Sixteen Plus and its shareholders, which is expressly prohibited by 14 V.I.C. §834, causing damages to Sixteen Plus and its shareholders.

85. Defendants conspired together within the statutory limitations period to accomplish this goal by using unlawful means, including the use of knowingly false court filings in two different cases, tax and corporate filings, use of the mail and wires -- and by perjured testimony in violation of 14 V.I.C. §1541 and §1548.

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

87. Such criminal conduct by the Defendants was undertaken in a years long pattern as set forth in Chapter 30 of Title 14 of the Virgin Islands Code, as the Defendants acted in concert as a group in association with one another in carrying out their goal of embezzling funds from and otherwise defrauding Sixteen Plus and its shareholders, with each of the named Defendants being a

Principal in this enterprise within the statutory limitations period. Indeed, the criminal enterprise is still on-going.

88. These were not isolated acts, and were all done with the intent to embezzle from, defraud and otherwise injure Sixteen Plus, file tax and corporate information with the USVI government and give perjured documents and testimony to the Courts of the Virgin Islands.

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

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

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

COUNT II - CONVERSION

92. Plaintiffs repeat and reallege all preceding paragraphs, which are incorporated herein by reference.

93. The acts alleged herein constitute conversion of the corporate assets and corporate opportunities of the corporation, in that:

- a. Defendants 'intentionally or wrongfully exercise[d] acts of ownership, control or dominion by the acts set forth in paragraphs 44 through 79,
- b. over property, being the \$4.5 million in funds of Sixteen Plus,

c. to which they have no right of possession.

94. Plaintiff and the Corporation are injured thereby in loss of value.

COUNT III (Yusuf Only) – BREACH OF FIDUCIARY DUTIES

95. Plaintiffs repeat and reallege all preceding paragraphs, which are incorporated herein by reference.

96. The acts alleged herein constitutes breach of fiduciary duty and self-dealing by Fathi Yusuf, an officer and director of the corporation, in that:

- a. Fathi Yusuf is and has been a director of Sixteen Plus,
- b. In that capacity, he negotiated the note and mortgage with Manal Yousef for the purpose of protecting the corporation's principal asset, the Land, for the benefit of Sixteen Plus.
- c. He later obtained a power of attorney from Manal Yousef giving himself control of and all rights in those assets, and denying them to the corporation.
- d. He did this without (1) offering the power of attorney or (2) disclosing it to Sixteen Plus,
- e. In violation of his duty as an officer and the negotiating official to do so,
- f. And has taken those benefits as his own

97. The corporation has been injured thereby.

98. The corporation will be further injured if equitable relief in the form of a disgorgement order and injunction are not entered to stop the corporation's officer from further acting against the interest of the corporation by use of information, documents and position so obtained.

COUNT IV (Yusuf Only) – USURPING OF CORPORATE OPPORTUNITY

99. Plaintiffs repeat and reallege all preceding paragraphs, which are incorporated herein by reference.

100. The acts alleged herein in paragraph 96 constitutes usurping of a corporate opportunity by Fathi Yusuf, an officer of the corporation acting in that capacity in dealing with Manal Yousef.

101. The corporation has been injured thereby.

102. The corporation will be further injured if equitable relief in the form of a disgorgement order and injunction are not entered to stop the corporation's officer from further acting against the interest of the corporation by use of information, documents and position so obtained.

COUNT V – CIVIL CONSPIRACY

103. Plaintiffs repeat and reallege all preceding paragraphs, which are incorporated herein by reference.

104. Defendants entered into a civil conspiracy as follows:

- a. They entered into an agreement and combination
- b. to perform a wrongful act, the tort of conversion, as set forth in Count II above,
- c. that resulted in damage to the plaintiff.

105. In the alternative, Defendants"

- a. entered into an agreement
- b. to do a lawful act, obtaining and prosecuting a power of attorney to control a mortgage

c. by unlawful means: perjury and the other criminal acts set forth above.

106. Both the individual plaintiff and the corporation have been injured thereby

COUNT VI – TORT OF OUTRAGE

107. Plaintiffs repeat and reallege all preceding paragraphs, which are incorporated herein by reference.

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

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

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

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

WHEREFORE, the Plaintiffs seek:

- A. an award of compensatory damages of multiple loses of the sale of the Land at the highest and best sales value, including treble damages where permitted by law,
- B. equitable orders with regard to the acts.
- C. consequential damages against the Defendants, jointly and severally, in an amount as determined by the trier of fact, along with any other relief the Court deems appropriate,
- D. Punitive damages if warranted by the facts and applicable law.
- E. Any and all other damages, fees, costs or other relief the Court may deem appropriate.

A TRIAL BY JURY IS DEMANDED AS TO ALL ISSUES

Dated: December 23, 2016




Joel H. Holt, Esq. (Bar # 6)
Counsel for Plaintiff
Law Offices of Joel H. Holt
2132 Company Street,
Christiansted, VI 00820
Email: holtvi@aol.com
Tele: (340) 773-8709
Fax: (340) 773-8677

Carl J. Hartmann III, Esq.
Co-Counsel for Plaintiff
5000 Estate Coakley Bay, L-6
Christiansted, VI 00820
Email: carl@carlhartmann.com

CERTIFICATION

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

Dated: December 23, 2016



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

VERIFICATION

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

Dated: December 21 2016



Hisham Hamed

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 21 DAY
OF OCTOBER, 2016



NOTARY PUBLIC

Susan C. Nissman
Notary Public # NP-70-15
My Commission Expires:
July 18, 2019

CERTIFICATE OF SERVICE

I hereby certify that on this 23 day of December, 2016, I served a copy of the foregoing by mail and email, as agreed by the parties, on:

Gregory H. Hodges
Stephen Herpel
Law House, 10000 Frederiksberg Gade
P.O. Box 756
St. Thomas, VI 00802
ghodges@dtflaw.com



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 Virginia Islands Code, Uniform Power of Attorney Act § 5-604, the execution and delivery of any and all documents such as a Release, Ratification, Assignment, Closing Statement, contracts, affidavits, and any other documents necessary to do all acts related to my interest in said property, including prosecuting foreclosure in my name, as I might or could do if personally present, with full power of substitution and revocation, hereby ratifying all that my said attorney shall lawfully do or cause to be done by virtue thereof.

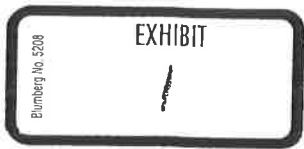
The rights, powers and authority of said attorney-in-fact granted in this instrument shall commence upon the date of execution of this instrument and shall be in and remain in full force and effect until terminated by me in writing and filed in the Recorder of Deeds office wherein said property is situated.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

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

WITNESSETH:

[Handwritten signatures of witnesses]

[Handwritten signature of Manal Mohamad Yousef]
MANAL MOHAMAD YOUSEF



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

ACKNOWLEDGMENT

Phillipsburg)
_____) ss:
Sint Maarten)

On this 18th day of May, 2010, before me, the undersigned officer, personally appeared Manal Mohamad Yusef, 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, 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
6. the 20-5-10
7. The Head of the Department of Civil Affairs
acting as Manager of The Executive Council
of the Island of Sint Maarten
8. No. 464
10. Signature:



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 Minda, 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 Grand, of approximately 41.0736, U.S. Acres.
9. Parcel No. 40, Estate Grand 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 5.9662 U.S. Acres.
12. Parcel No. 1, Estate Diamond, of approximately 61.2558 U.S. Acres.
13. Parcel No. 3, Estate Diamond, of approximately 6.9368 U.S. Acres.
14. Parcel No. 2, Estate Diamond, of approximately 6.5404 U.S. Acres.
15. Road Plot No. 12, Estate Cane Garden, of approximately 0.4252 U.S. Acres.
16. Road Plot No. 41, Estate Grand, of approximately 0.4255 U.S. Acres.
17. Road Plot No. 6, Estate Diamond, of approximately 0.8510 U.S. Acres.



20th Feb
 2:05 PM
 and Entered in Recorder's Book for the
 District of St. Albans, Virginia, of the U.S.A. at
 Page 333
 and filed in Real Property
 II: 37: 126 Page 207: 156; 304; 305 + 306
 F. E. Gisbert
 Notary Public



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

Par Courier

St. Maarten, December 12, 2012

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

Dear Sir, Madame,

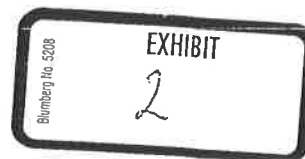
My client Manal Mohamad Yousef requested me to inform you of the following.

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

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

Sincerely yours,


Jelmer G. Snow



JOEL H. HOLT, ESQ. P.C.

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

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

December 24, 2012

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

Via fax 599-542-7551 and mail

Re: Manal Mohamad Yousef/Sixteen Plus, Inc.

Dear Mr. Snow:

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

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

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

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



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

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

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

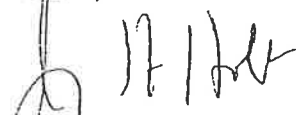
You also commented on the timing of my call, as the holidays are here, but you are the one who dictated the timing by requesting a response by December 26, 2012. I had called twice earlier in the week, as I had hoped a phone call would resolve this matter, but since you requested a written response when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

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

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

Enjoy the rest of the holidays.

Yours,



Joel H. Holt
JHH/jf

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

Dear Mr. Holt,

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

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

Sincerely,

mr. Jelmer G. Snow
Attorney at Law



Attorneys at Law | Tax Lawyers

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

CONFIDENTIALITY NOTICE

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

EXCLUSIVE CONTRACTING PARTY:

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

LIMITED LIABILITY NOTICE:

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



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

el,

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

I will supplement with the nature of the conversation with the agent.

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).

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.



Mr. Yusuf is returning imminently to the islands and I should be able to get a scanned signature page to you by Tuesday, along with the supplemental information I described in interrogatory 1.

Regards,

Stefan

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

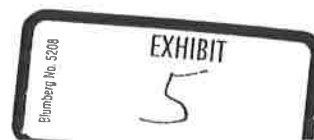
Stefan-can you respond to the email below?

Joel H Holt
 32 Company St.
 Christiansted, VI 00820
 339-773-8709

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

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

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.

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

) 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

) 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.
 32 Company Street
 Christiansted, St. Croix
 S. Virgin Islands 00820
 40) 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>>

Date: Thu, Jul 21, 2016 8:14 pm

Subject: Supplemental Discovery Responses

Hi,

Attached are the supplemental responses to the interrogatories and documents requests in the Sixteen Acres/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 will 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,

Joel

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

AMENDED AND SUPPLEMENTAL RESPONSE:


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

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

Dated: August 9, 2016

Respectfully Submitted,
DEWOOD LAW FIRM

By:


Nizar A. DeWood, Esq. (VI Bar No. 1177)
2006 Eastern Suburbs, Suite 102
Christiansted, V.I. 00820
T. (340) 773-3444/F. (888) 398-8428
Email: nizar@dewood-law.com
Attorneys for Plaintiff Fathi Yusuf

CERTIFICATE OF SERVICE

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

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

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



Christina Joseph

IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS

DIVISION OF ST. THOMAS AND ST. JOHN


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

CASE NO. ST-15-CV-344

ACTION FOR DISSOLUTION AND OTHER RELIEF

CERTIFICATION

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



FATHI YUSUF

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



Notary Public

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

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

CASE NO. ST-15-CV-344
ACTION FOR DISSOLUTION
AND OTHER RELIEF

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

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

GENERAL OBJECTIONS

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

Y, TOPPER
ERZEIG, LLP
rriksberg Gade
Box 756
S. V.I. 00804-0756
774-4422



SECOND SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 5

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

AMENDED AND SUPPLEMENTAL RESPONSE:

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

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

Respectfully submitted,

DUDLEY, TOPPER AND FEUERZEIG, LLP

DATED: September 26, 2016 By:



GREGORY H. HODGES (V.I. Bar No. 174)
STEFAN B. HERPEL (V.I. Bar No. 1019)

Law House

1000 Frederiksberg Gade (P.O. Box 756)

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

CERTIFICATE OF SERVICE

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

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

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



Form **1120S**

U.S. Income Tax Return for an S Corporation

OMB No. 1545-0130

Department of the Treasury
Internal Revenue Service (77)

Do not file this form unless the corporation has filed or is
attaching Form 2553 to elect to be an S corporation.

2011

For calendar year 2011 or tax year beginning

, and ending

A S election effective date 10/28/1997	TYPE OR PRINT	Name SIXTEEN PLUS CORPORATION	D Employer identification number 66-0540661
B Business activity code number (see instructions) 531390		Number, street, and room or suite no. If a P.O. box, see instructions. P.O. BOX 763, CHRISTIANSTED1	E Date incorporated 10/28/1997
C Check if Sch. M-3 attached <input type="checkbox"/>		City or town, state, and ZIP code ST. CROIX, VI 00821-0763	F Total assets (see instructions) \$ 4,828,625.

G Is the corporation electing to be an S corporation beginning with this tax year? Yes No If "Yes," attach Form 2553 if not already filed

H Check it: (1) Final return (2) Name change (3) Address change (4) Amended return (5) S election termination or revocation

I Enter the number of shareholders who were shareholders during any part of the tax year **12**

Caution: Include only trade or business income and expenses on lines 1a through 21. See the instructions for more information.

Income	1 a Merchant card and third-party payment for 2011, enter -0- 0	b Gross receipts or sales not reported on line 1a	c Total Add lines 1a and 1b	1c	
	d Returns and allowances plus any other adjustments (see instrs)	e Subtract line 1d from line 1c		1e	
	2 Cost of goods sold (attach Form 1125-A)				2
	3 Gross profit. Subtract line 2 from line 1e				3
	4 Net gain (loss) from Form 4797, Part II, line 17 (attach Form 4797)				4
	5 Other income (loss) (attach statement)				5
6 Total income (loss). Add lines 3 through 5				6	
Deductions (See instructions for limitations)	7 Compensation of officers				7
	8 Salaries and wages (less employment credits)				8
	9 Repairs and maintenance				9
	10 Bad debts				10
	11 Rents				11
	12 Taxes and licenses	STATEMENT 1			12 203.
	13 Interest				13
	14 Depreciation not claimed on Form 1125-A or elsewhere on return (attach Form 4562)				14
	15 Depletion (Do not deduct oil and gas depletion.)				15
	16 Advertising				16
	17 Pension, profit-sharing, etc., plans				17
	18 Employee benefit programs				18
	19 Other deductions (attach statement)	STATEMENT 2			19 2,150.
	20 Total deductions. Add lines 7 through 19				20 2,353.
	21 Ordinary business income (loss). Subtract line 20 from line 6				21 -2,353.

Tax and Payments	22 a Excess net passive income or LIFO recapture tax (see instructions)	22a	22c	
	b Tax from Schedule D (Form 1120S)	22b		
	c Add lines 22a and 22b			
	23 a 2011 estimated tax payments and 2010 overpayment credited to 2011	23a	23d	
	b Tax deposited with Form 7004	23b		
	c Credit for federal tax paid on fuels (attach Form 4136)	23c		
	d Add lines 23a through 23c			
	24 Estimated tax penalty (see instructions). Check if Form 2220 is attached			24
	25 Amount owed. If line 23d is smaller than the total of lines 22c and 24, enter amount owed			25
	26 Overpayment. If line 23d is larger than the total of lines 22c and 24, enter amount overpaid			26
27 Enter amount from line 26. Credited to 2010 estimated tax			27	

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Signature of officer: *[Signature]* Date: 9-5-2012 Title: Secretary & Treasurer

May the IRS discuss this return with the preparer shown below (see Instr. J)? Yes No

Paid Preparer Use Only	Firm's name PABLO O'NEILL	Date 06/19/12	Check if self-employed <input type="checkbox"/>	PTIN P01474673
	Firm's address O'NEILL & ASSOCIATES, LLC P.O. BOX 24775 ST. CROIX, VI 00824		Firm's EIN 66-0575500	Phone no. (340) 773-4305

EXHIBIT
8

HAMD588585

Schedule B Other Information (see instructions)	Yes	No
1 Check accounting method: (a) <input type="checkbox"/> Cash (b) <input checked="" type="checkbox"/> Accrual (c) <input type="checkbox"/> Other (specify) ▶ _____		
2 See the instructions and enter the: (a) Business activity ▶ REAL ESTATE (b) Product or service ▶ SUBDIVIDERS/DEVELOPE		
3 At the end of the tax year, did the corporation own, directly or indirectly, 50% or more of the voting stock of a domestic corporation? (For rules of attribution, see section 267(c).) If "Yes," attach a statement showing: (a) name and employer identification number (EIN), (b) percentage owned, and (c) if 100% owned, was a qualified subchapter S subsidiary election made?		X
4 Has this corporation filed, or is it required to file, Form 8918, Material Advisor Disclosure Statement, provide information on any reportable transaction?		X
5 Check this box if the corporation issued publicly offered debt instruments with original issue discount ▶ <input type="checkbox"/> If checked, the corporation may have to file Form 8281, Information Return for Publicly Offered Original Issue Discount Instruments.		
6 If the corporation: (a) was a C corporation before it elected to be an S corporation or the corporation acquired an asset with a basis determined by reference to the basis of the asset (or the basis of any other property) in the hands of a C corporation and (b) has net unrealized built-in gain in excess of the net recognized built-in gain from prior years, enter the net unrealized built-in gain reduced by net recognized built-in gain from prior years ▶ \$ _____ \$ _____		
7 Enter the accumulated earnings and profits of the corporation at the end of the tax year		
8 Are the corporation's total receipts (see instructions) for the tax year and its total assets at the end of the tax year less than \$250,000? If "Yes," the corporation is not required to complete Schedules L and M-1		X
9 During the tax year, was a qualified subchapter S subsidiary election terminated or revoked? If "Yes," see instructions		X
10 a Did the corporation make any payments in 2011 that would require it to file Form(s) 1099 (see instructions)? b If "Yes," did the corporation file or will it file all required Forms 1099?		X

Schedule K Shareholders' Pro Rata Share Items		Total amount	
	1 Ordinary business income (loss) (page 1, line 21)	1	- 2,353.
	2 Net rental real estate income (loss) (attach Form 8825)	2	
Income (Loss)	3a Other gross rental income (loss)	3a	
	b Expenses from other rental activities (attach statement)	3b	
	c Other net rental income (loss). Subtract line 3b from line 3a	3c	
	4 Interest income	4	
	5 Dividends: a Ordinary dividends	5a	
	b Qualified dividends	5b	
	6 Royalties	6	
	7 Net short-term capital gain (loss) (attach Schedule D (Form 1120S))	7	
	8a Net long-term capital gain (loss) (attach Schedule D (Form 1120S))	8a	
	b Collectibles (28%) gain (loss)	8b	
c Unrecaptured section 1250 gain (attach statement)	8c		
9 Net section 1231 gain (loss) (attach Form 4797)	9		
10 Other income (loss) (see instructions) ... Type ▶	10		

JWA

Schedule L	Balance Sheets per Books	Beginning of tax year		End of tax year	
		(a)	(b)	(c)	(d)
Assets					
1	Cash		9,819.		7,466.
2 a	Trade notes and accounts receivable				
b	Less allowance for bad debts				
3	Inventories				
4	U.S. government obligations				
5	Tax-exempt securities				
6	Other current assets (att. stmt.)	STATEMENT 4	225,000.		225,000.
7	Assets to shareholders				
8	Mortgage and real estate loans				
9	Other investments (att. stmt.)				
10 a	Buildings and other depreciable assets				
b	Less accumulated depreciation				
11 a	Depletable assets				
b	Less accumulated depletion				
12	Land (net of any amortization)		4,596,159.		4,596,159.
13 a	Intangible assets (amortizable only)				
b	Less accumulated amortization				
14	Other assets (att. stmt.)				
15	Total assets		4,830,978.		4,828,625.
Liabilities and Shareholders' Equity					
16	Accounts payable				
17	Mortgages, notes, bonds payable in less than 1 year				
18	Other current liabilities (att. stmt.)				
19	Loans from shareholders		4,710,626.		4,710,626.
20	Mortgages, notes, bonds payable in 1 year or more				
21	Other liabilities (att. stmt.)				
22	Capital stock		1,000.		1,000.
23	Additional paid-in capital				
24	Retained earnings	STATEMENT 5	119,352.		116,999.
25	Adjustments to shareholders' equity (att. stmt.)				
26	Less cost of treasury stock		()		()
27	Total liabilities and shareholders' equity		4,830,978.		4,828,625.

Schedule M-1 Reconciliation of Income (Loss) per Books With Income (Loss) per Return				
Note: Schedule M-3 required instead of Schedule M-1 if total assets are \$10 million or more - see instructions				
1	Net income (loss) per books	-2,353.	5	Income recorded on books this year not included on Schedule K, lines 1 through 10 (itemize):
2	Income included on Schedule K, lines 1, 2, 3c, 4, 5a, 6, 7, 8a, 9, and 10, not recorded on books this year (itemize):		a	Tax-exempt interest \$
3	Expenses recorded on books this year not included on Schedule K, lines 1 through 12 and 14l (itemize):		6	Deductions included on Schedule K, lines 1 through 12 and 14l, not charged against book income this year (itemize):
a	Depreciation \$		a	Depreciation \$
b	Travel and entertainment \$		7	Add lines 5 and 6
4	Add lines 1 through 3	-2,353.	8	Income (loss) (Schedule K, line 16), Line 4 less line 7
				-2,353.

Schedule M-2 Analysis of Accumulated Adjustments Account, Other Adjustments Account, and Shareholders' Undistributed Taxable Income Previously Taxed (see instructions)			
	(a) Accumulated adjustments account	(b) Other adjustments account	(c) Shareholders' undistributed taxable income previously taxed
1	Balance at beginning of tax year	119,352.	
2	Ordinary income from page 1, line 21		
3	Other additions		
4	Loss from page 1, line 21	(2,353)	
5	Other reductions	()	
6	Combine lines 1 through 5	116,999.	
7	Distributions other than dividend distributions		
8	Balance at end of tax year. Subtract line 7 from line 6	116,999.	

03/12/1999

B Business code no. (see instructions)

233110

IRS

label.

SIXTEEN PLUS CORPORATION

Other-

wise,

please

print or

type.

Number, street, and room or suite no. (if a P.O. box, see instructions.)

P.O. BOX 763, C'STED

City or town, state, and ZIP code

ST. CROIX, VI 00821

66-0540661

D Date incorporated

10/28/1997

E Total assets (see instructions)

\$ 4,709,261

F Check applicable boxes: (1) Initial return (2) Final return (3) Change in address (4) Amended return

G Enter number of shareholders in the corporation at end of the tax year ▶ 12

Caution: Include only trade or business income and expenses on lines 1a through 21. See the instructions for more information.

Income	1a	Gross receipts or sales		b	Less returns and allowances		c	Bal▶	1c	NONE
	2	Cost of goods sold (Schedule A, line 8)		2					2	
	3	Gross profit. Subtract line 2 from line 1c		3					3	NONE
	4	Net gain (loss) from Form 4797, Part II, line 18 (attach Form 4797)		4					4	
	5	Other income (loss) (attach schedule)		5					5	
	6	Total income (loss). Combine lines 3 through 5		6					6	NONE
See instructions for limitations	7	Compensation of officers		7					7	
	8	Salaries and wages (less employment credits)		8					8	
	9	Repairs and maintenance		9					9	
	10	Bad debts		10					10	
	11	Rents		11					11	
	12	Taxes and licenses		12					12	
	13	Interest		13					13	
	14a	Depreciation (if required, attach Form 4562)		14a					14a	NONE
	b	Depreciation claimed on Schedule A and elsewhere on return		14b					14b	
	c	Subtract line 14b from line 14a		14c					14c	NONE
	15	Depletion (Do not deduct oil and gas depletion.)		15					15	
	16	Advertising		16					16	
	17	Pension, profit-sharing, etc., plans		17					17	
	18	Employee benefit programs		18					18	
	19	Other deductions (attach schedule)		19					19	
20	Total deductions. Add the amounts shown in the far right column for lines 7 through 19		20					20	NONE	
21	Ordinary income (loss) from trade or business activities. Subtract line 20 from line 6		21					21	NONE	
Tax and payments	22	Tax: a Excess net passive income tax (attach schedule)	22a		22b		22c		22c	
	b	Tax from Schedule D (Form 1120S)								
	c	Add lines 22a and 22b (see instructions for additional taxes)								
	23	Payments: a 1999 estimated tax payments and amount applied from 1998 return	23a		23b		23c		23d	
	b	Tax deposited with Form 7004								
	c	Credit for Federal tax paid on fuels (attach Form 4136)								
	d	Add lines 23a through 23c								
	24	Estimated tax penalty. Check if Form 2220 is attached							24	
	25	Tax due. If the total of lines 22c and 24 is larger than line 23d, enter amount owed. See instructions for depository method of payment							25	NONE
	26	Overpayment. If line 23d is larger than the total of lines 22c and 24, enter amount overpaid							26	

RECEIVED
PROCESS & ACCT: BRANCH

OCT 15 2000
VIRGIN ISLANDS BUREAU OF
INTERNAL REVENUE, ST. CROIX VI.

Please Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

John O'Neill 10-12-00 Secretary & Treasurer
Signature of officer Date Title

Paid Preparer's Use Only

Preparer's signature: *John O'Neill* Date: 10-12-00 Preparer's SSN or PTIN: 580-66-2522
Firm's name (or yours if self-employed) and address: O'Neill, Anderson & Associates, LLC, P.O. Box 24775 EIN: 66-0575500
Check if self-employed: ZIP code: 00824

For Paperwork Reduction Act Notice, see separate instructions. St. Croix, VI

EXHIBIT

9

Form 1120S (1999)

449-3101

FBI X240462

3	Cost of labor	
4	Additional section 263A costs (attach schedule)	
5	Other costs (attach schedule)	
6	Total. Add lines 1 through 5	
7	Inventory at end of year	
8	Cost of goods sold. Subtract line 7 from line 6. Enter here and on page 1, line 2	NONE

9a Check all methods used for valuing closing inventory:

(i) Cost as described in Regulations section 1.471-3

(ii) Lower of cost or market as described in Regulations section 1.471-4

(iii) Other (specify method used and attach explanation) _____

b Check if there was a writedown of "subnormal" goods as described in Regulations section 1.471-2(c)

c Check if the LIFO inventory method was adopted this tax year for any goods (if checked, attach Form 970)

d If the LIFO inventory method was used for this tax year, enter percentage (or amounts) of closing inventory computed under LIFO

e Do the rules of section 263A (for property produced or acquired for resale) apply to the corporation? Yes No

f Was there any change in determining quantities, cost, or valuations between opening and closing inventory? Yes No

If "Yes," attach explanation.

Schedule B Other Information

	Yes	No
1 Check method of accounting: (a) <input type="checkbox"/> Cash (b) <input checked="" type="checkbox"/> Accrual (c) <input type="checkbox"/> Other (specify) ▶ _____		
2 Refer to the list in the instructions and state the corporation's principal: (a) Business activity ▶ <u>REAL ESTATE</u> (b) Product or service ▶ <u>SUBDIVIDERS/DEVELOPERS</u>		
3 Did the corporation at the end of the tax year own, directly or indirectly, 50% or more of the voting stock of a domestic corporation? (For rules of attribution, see section 267(c).) If "Yes," attach a schedule showing (a) name, address, and employer identification number and (b) percentage owned		X
4 Was the corporation a member of a controlled group subject to the provisions of section 1561?		X
5 At any time during calendar year 1999, did the corporation have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)? (See instructions for exceptions and filing requirements for Form TD F 90-22.1.) If "Yes," enter the name of the foreign country ▶ _____		X
6 During the tax year, did the corporation receive a distribution from, or was it the grantor of, or transferor to, a foreign trust? If "Yes," the corporation may have to file Form 3520. See instructions		X
7 Check this box if the corporation has filed or is required to file Form 8264, Application for Registration of a Tax Shelter <input type="checkbox"/>		
8 Check this box if the corporation issued publicly offered debt instruments with original issue discount. <input type="checkbox"/> If so, the corporation may have to file Form 8281, Information Return for Publicly Offered Original Issue Discount Instruments.		
9 If the corporation: (a) filed its election to be an S corporation after 1986, (b) was a C corporation before it elected to be an S corporation or the corporation acquired an asset with a basis determined by reference to its basis (or the basis of any other property) in the hands of a C corporation, and (c) has net unrealized built-in gain (defined in section 1374(d)(1)) in excess of the net recognized built-in gain from prior years, enter the net unrealized built-in gain reduced by net recognized built-in gain from prior years (see Instructions). ▶ \$ <u>0</u>		
10 Check this box if the corporation had accumulated earnings and profits at the close of the tax year (see instructions) <input type="checkbox"/>		

b	Less allowance for bad debts			
3	Inventories			
4	U.S. Government obligations			
5	Tax-exempt securities			
6	Other current assets (attach schedule)			
7	Loans to shareholders			
8	Mortgage and real estate loans			
9	Other investments (attach schedule)			
10a	Buildings and other depreciable assets			
b	Less accumulated depreciation			
11a	Depletable assets			
b	Less accumulated depletion			
12	Land (net of any amortization)	4,500,000		4,596,159
13a	Intangible assets (amortizable only)			
b	Less accumulated amortization			
14	Other assets (attach schedule)			
15	Total assets	4,523,261		4,709,261
Liabilities and Shareholders' Equity				
16	Accounts payable			
17	Mortgages, notes, bonds payable in less than 1 year			
18	Other current liabilities (attach schedule)			
19	Loans from shareholders	4,522,261		4,708,261
20	Mortgages, notes, bonds payable in 1 year or more			
21	Other liabilities (attach schedule)			
22	Capital stock	1,000		1,000
23	Additional paid-in capital			
24	Retained earnings			
25	Adjustments to shareholders' equity (attach schedule)			
26	Less cost of treasury stock	()		()
27	Total liabilities and shareholders' equity	4,523,261		4,709,261

Schedule M-1 Reconciliation of Income (Loss) per Books With Income (Loss) per Return (You are not required to complete this schedule if the total assets on line 15, column (d), of Schedule L are less than \$25,000.)

1	Net income (loss) per books		5	Income recorded on books this year not included on Schedule K, lines 1 through 6 (itemize):	
2	Income included on Schedule K, lines 1 through 6, not recorded on books this year (itemize):		a	Tax-exempt interest \$	
3	Expenses recorded on books this year not included on Schedule K, lines 1 through 11a, 15e, and 16b (itemize):		6	Deductions included on Schedule K, lines 1 through 11a, 15e, and 16b, not charged against book income this year (itemize):	
a	Depreciation \$		a	Depreciation \$	
b	Travel and entertainment \$		7	Add lines 5 and 6	
4	Add lines 1 through 3		8	Income (loss) (Sch K, line 23). Line 4 less line 7	

Schedule M-2 Analysis of Accumulated Adjustments Account, Other Adjustments Account, and Shareholders' Undistributed Taxable Income Previously Taxed (see instructions)

	(a) Accumulated adjustments account	(b) Other adjustments account	(c) Shareholders' undistributed taxable income previously taxed
1	Balance at beginning of tax year		
2	Ordinary income from page 1, line 21		
3	Other additions		
4	Loss from page 1, line 21	()	
5	Other reductions	()	
6	Combine lines 1 through 5		
7	Distributions other than dividend distributions		
8	Balance at end of tax year. Subtract line 7 from line 6		

GOVERNMENT OF THE VIRGIN ISLANDS OF THE UNITED STATES
REPORT

OF CORPORATION FRANCHISE TAX DUE
PURSUANT TO TITLE 13, SECTION 531, VIRGIN ISLANDS CODE

DOMESTIC CORPORATION
(THIS REPORT DUE ON OR BEFORE JUNE 30 OF EACH YEAR)

Employer I.D. No. 66-0540661

Date of Report June 19, 2012

Date of Last Previous Report: June 30, 2011

This Report is for the Period Ending June 30, 2012

1.) NAME OF CORPORATION: SIXTEEN PLUS CORPORATION

- (a) Address: P.O.BOX 763, C'STED, ST CROIX VI 00821
- (b) Date of Incorporation: OCTOBER 28 1997
- (c) Kind of Business: REAL ESTATE DEVELOPMENT

2.) AMOUNT OF CAPITAL STOCK AUTHORIZED:

- (a) When last previous report filed \$ 1000shs NPV
- (b) On date of this report ... \$ 1000shs NPV

3.) AMOUNT OF PAID-IN CAPITAL STOCK USED IN CONDUCTING BUSINESS:

- (a) As shown on last report filed \$ 1,000
- (b) Additional capital paid in since last report \$
- (c) Sum of (a) and (b) \$ 1,000
- (d) Paid-in Capital withdrawn since last report \$
- (e) Paid-in Capital Stock at date of this report \$ 1,000
- (f) HIGHEST TOTAL PAID-IN CAPITAL STOCK DURING REPORT PERIOD (as shown on attached sheet) \$ 1,000

4.) COMPUTATION OF TAX:

- (a) At rate of \$1.50 per M (fractions of a thousand disregarded) on highest total paid-in capital stock as reported on line 3(f) above \$ 150.00
- (b) TAX DUE: (Above figure, or \$150 whichever figure is greater) \$

5.) PENALTY FOR LATE PAYMENT:

- (a) 20% or 50.00 which ever is more, penalty for failure to pay by June 30th. \$ 50
- (b) 1% interest compounded annually for each month or part thereof by which payment is delayed beyond June 30th \$ 4.5
- (c) Total Penalty and Interest \$ 54.5

6.) TOTAL TAX DUE AND FORWARDED HEREIN (Sum of (4) and (5)) \$ 204.50

(Attach check payable to The Government of VI)

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 CORPORATIONS - SIX

Certified Correct


Treasurer


President

EXHIBIT
10

SIXTEEN PLUS CORPORATION
Unaudited Balance Sheet
DECEMBER 31, 2011

ASSETS

Cash in bank	\$	7,466
Deposit - trust account		225,000
Land		4,596,159
Total Assets	\$	<u>4,828,625</u>

LIABILITIES AND STOCKHOLDERS' EQUITY

Shareholder loans	\$	4,710,626
Total Liabilities		4,710,626
Stockholders' Equity		
Capital Stock		1,000
Retained Earnings		116,999
	\$	<u>4,828,625</u>

I hereby certify this statement true and correct, to the best of my belief.

Signed

Title

James J. Hunt
Secretary & Treasurer

I hereby certify this statement true and correct, to the best of my belief.

Signed

Title

W. J. Hunt
Vice President

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CORPORATIONS - STX

SIXTEEN PLUS CORPORATION
Unaudited Income Statement
Year ending DECEMBER 31, 2011

Total Revenues	\$	0
<hr/>		
Expenses		
Home owner Assoc		800
Professional fees		1,350
Franchise tax		203
<hr/>		
Total Expenses		2,353
<hr/>		
Net Income		(2,353)
Retained earnings, JANUARY 1		119,352
<hr/>		
Retained earnings, DECEMBER 31,	\$	116,999
<hr/> <hr/>		

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CORPORATIONS - STX

ANNUAL REPORT

ON DOMESTIC OR FOREIGN CORPORATIONS
(DUE ON OR BEFORE JUNE 30 OF EACH YEAR)

PURSUANT TO SECTIONS 371 AND 373, CHAPTER 1, TITLE 13, OF THE VIRGIN ISLANDS CODE, REQUIRING
THE FILING OF ANNUAL REPORTS BY DOMESTIC AND FOREIGN CORPORATION, THE FOLLOWING
STATEMENT IS FILED WITH THE OFFICE OF THE LIEUTENANT GOVERNOR.

NAME OF CORPORATION SIXTEEN PLUS CORPORATION

ADDRESS OF MAIN OFFICE P.O. Box 763, St. Croix, VI 00821

PRINCIPAL OFFICE IN THE VIRGIN ISLANDS #14 Mount Plessen, Frederiksted, St. Croix, VI 00840

RESIDENT OR AUTHORIZED AGENT IN THE V.I. Fathi Yusuf

COUNTRY OR STATE OF INCORPORATION U.S. Virgin Islands

FISCAL YEAR COVERED BY LAST REPORT FILED December 31, 2011

FISCAL YEAR COVERED BY THIS REPORT December 31, 2012

AMOUNT OF AUTHORIZED CAPITAL STOCK AT CLOSE OF FISCAL YEAR 1,000 shs NPV

AMOUNT OF PAID-IN CAPITAL AT CLOSE OF FISCAL YEAR \$ 1,000

AMOUNT OF CAPITAL USED IN CONDUCTING BUSINESS IN THE USVI DURING THE FISCAL YEAR \$ 1,000

THE NUMBER OF SHAREHOLDER(S) THE COMPANY HAS AT THE CLOSE OF THE FISCAL YEAR 11 (Eleven)
(For domestic corporations only, if the number of shareholders is less than three (3), then the entity may have equal number of directors. Otherwise, the number of the directors may not be less than three.)

NAME AND COMPLETED ADDRESSES OF ALL DIRECTORS AND OFFICERS OF THE COMPANY AT THE CLOSE OF FISCAL YEAR AND EXPIRATION DATES OF TERMS OF OFFICE. (If space below is insufficient, please attach additional page(s) containing all director or officer information.)
Format example: name, complete address, position, term expiration.

?	(D) Maher Yusuf	6H Carlton Gardens, Frederiksted 00840	President	Until Successor Elected
?	(D) Fawzia Yusuf	6H Carlton Gardens, Frederiksted 00840	Vice President	Until Successor Elected
	(D) Fathi Yusuf	92A&B La Grande Princesse, C'sted 00820	Sec'y / Treas	Until Successor Elected

REPORT DATED: 7-1-2013

VERIFIED: [Signature]
(President) or (Vice President)
[Signature]
(Treasurer) or (Asst. Treasurer)

1. If the last report filed does not cover the period immediately preceding the period covered by this report, a supplementary report on the same must be filed, bridging the gap, between the two reports.
2. THIS REPORT IS NEITHER COMPLETE NOR ACCEPTABLE UNLESS ACCOMPANIED BY A GENERAL BALANCE SHEET AND PROFIT AND LOSS STATEMENT FOR THE LAST FISCAL YEAR REQUIRED BY THE VIRGIN ISLANDS CODE. FINANCIAL STATEMENTS SHOULD BE SIGNED BY AN INDEPENDENT PUBLIC ACCOUNTANT.

Foreign Sales Corporations that are registered with the Security and Exchange Commission must furnish evidence of such registration and comply with the balance sheet and P&L Statements. FSC's that are not registered with the Commission are exempted from filing the General Balance Sheet and the Profit and Loss Statement.

EXHIBIT
11

SIXTEEN PLUS CORPORATION
STATEMENT OF ASSETS, LIABILITIES AND SHAREHOLDERS' EQUITY - UNAUDITED
AS OF DECEMBER 31, 2012

ASSETS	
Assets	
Cash	\$ -
Land	4,596,159
Total Assets	\$ 4,596,159

LIABILITIES AND SHAREHOLDERS' EQUITY

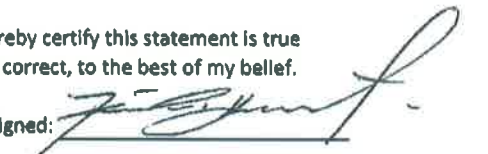
Liabilities	
Loans from Related Party	\$ 4,500,000
Due to United Corporation	87,004
Total Liabilities	4,587,004

Shareholders' Equity	
Capital Stock	1,000
Retained Earnings	61,870
Current Year Net Income	(53,715)
Total Shareholders' Equity	9,155

Total Liabilities and Shareholders' Equity \$ **4,596,159**

I hereby certify this statement is true and correct, to the best of my belief.

Signed:


Title: Secretary And treasurer

I hereby certify this statement is true and correct, to the best of my belief.

Signed: _____

Title: _____

SIXTEEN PLUS CORPORTION
STATEMENT OF REVENUE AND EXPENSES - UNAUDITED
FOR THE YEAR ENDED DECEMBER 31, 2012

REVENUES	
Gross Rents	\$ -
Miscellaneous income	
	<hr/>
Total Revenues	\$ -
EXPENSES	
Property & Other Taxes	53,715
	<hr/>
Total Expenses	<hr/> 53,715
NET INCOME	<hr/> (53,715)

6. Plaintiff seeks relief herein pursuant to Chapter 89 of Title 5 of the Virgin Islands Code.

FACTUAL BACKGROUND

7. Plaintiff is the fee simple owner of the following described real property (collectively, the "Property"):

Parcel No. 8, Estate Cane Garden, consisting of approximately 2.6171 U.S. Acres;

Remainder no. 46A, Estate Cane Garden, consisting of approximately 7.6460 U.S. Acres;

Parcel No. 10, Estate Cane Garden, consisting of approximately 2.0867 U.S. Acres;

Road Plot No. 11, Estate Cane Garden, consisting of approximately 0.868 U.S. Acres;

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 consisting of approximately 42.3095 U.S. Acres;

Remainder Matr. 32B, Estate Cane Garden of approximately 48.5175 U.S. Acres;

Parcel No. 9 Estate Cane Garden, consisting of approximately 11.9965 U.S. Acres;

Remainder Matr. 32A, Estate Granard, consisting of approximately 41.0736 U.S. Acres;

Parcel No. 40, Estate Granard, consisting of approximately 14.9507 U.S. Acres;

Remainder Matr. No. 31, Estate Diamond, consisting of approximately 74.4220 U.S. Acres;

Parcel No. 4, Estate Diamond, consisting of approximately 5.8662 U.S. Acres;

Parcel No. 1, Estate Diamond, consisting of approximately 61.2358 U.S. Acres;

Parcel No. 3, Estate Diamond, consisting of approximately 6.9368 U.S. Acres;

Parcel No. 2, Estate Diamond, consisting of approximately 6.5484 U.S. Acres;

Road Plot No. 12, Estate Cane Garden, consisting of approximately 0.4252 U.S. Acres;

Road Plot No. 41, Estate Granard, consisting of approximately 0.4255 U.S. Acres; and

Road Plot No. 6, Estate Diamond, of approximately 0.8510 U.S. Acres.

8. On September 15, 1997, Plaintiff executed a mortgage on the Property to Defendant in the amount of \$4,500,000 (the "Mortgage").

9. Defendant did not have any funds to advance for the Mortgage.

10. Defendant simply agreed for her name to be used as a "straw" mortgagee, without any consideration given by her in exchange for the Mortgage.

11. The Mortgage was signed well over a year before the Property was purchased.

12. Defendant did not advance any funds or other consideration of any kind whatsoever to Plaintiff as consideration for the mortgage.

13. The Mortgage is unenforceable because Defendant did not give any consideration to Plaintiff in exchange for the Mortgage.

COUNT FOR RELIEF

14. Plaintiff incorporates each and every of the foregoing allegations as though fully set forth herein.

15. Plaintiff is a person interested under the Mortgage, which constitutes a contract, as contemplated in 5 V.I.C. § 1262.


16. Plaintiff is entitled to declaratory judgment declaring the Mortgage to be null, void and unenforceable.

WHEREFORE, Plaintiff respectfully requests that the Court enter judgment in favor of Plaintiff and against Defendant: (i) declaring the Mortgage to be null, void and unenforceable; (ii) granting to Plaintiff such other and further legal and/or equitable relief as is just and proper; and (iii) granting to Plaintiff its attorneys' fees and costs incurred in connection with this Action.

PLAINTIFF DEMANDS TRIAL BY JURY

Respectfully submitted,

HAMMECKARD, LLP

By: 

Mark W. Eckard (VI Bar No. 1051)

5030 Anchor Way, Suite 13

Christiansted, VI 00820-4692

Telephone: (340) 514-2690

Facsimile: (855) 456-8784

Email: meckard@hammeckard.com

Dated: February 9, 2016

Counsel to Sixteen Plus Corporation