

1 Arms and take out a \$600,000 loan against the property without just compensation or
2 consideration, Plaintiff would not have authorized him to do so or remain Chairman of the Grand
3 Board.

4 66. Defendant Young intended to deceive Plaintiff so that he could transfer title of the
5 PROPERTY to Defendant Prince Hall Arms and procure a loan for Defendant Prince Hall Arms,
6 which it could use for its own use and benefit.

7 67. Plaintiff reasonably relied on the concealment because Defendant Young had been
8 a Mason for over 36 years, had served on Plaintiff's Grand Board for several years and had been
9 its Chairman for the past three years. Plaintiff had no idea Defendant Young was intending to
10 divest it of its interest in the PROPERTY. Per the Masonic Constitution, only those expressly
11 authorized by the Grand Board or the Grand Lodge may act on Plaintiff's behalf in any binding
12 matters pertaining to its real property. Plaintiff never granted Defendant Young any such
13 authorization regarding the PROPERTY .

14 68. As a direct and proximate result of the fraudulent conveyance of the grant deed,
15 and on their reliance on Defendant Young's concealment, Plaintiff has been damaged in an
16 amount not yet ascertained and leave will be sought to amend this Complaint to set forth such
17 amount when ascertained or proved at trial.

18 69. Defendants knew that the BERKELEY GRANT DEED was false, fraudulent and
19 void and they paid no consideration and accepted same with the intent to defraud Plaintiff.
20 Defendants' acts were intentional, outrageous, malicious and fraudulent and Plaintiff, therefore,
21 seeks exemplary and punitive damages in the amount of \$2,500,000.

22 **VII.**

23 **SEVENTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**

24 **FOR DECLARATORY RELIEF**

25 70. Plaintiff incorporates by reference each and every allegation set forth in the above
26 paragraphs as if set forth in full herein, except those paragraphs, if any, which are inconsistent
27 with this cause of action for declaratory relief.

28 71. An actual controversy exists between Plaintiff and Defendants concerning the