

1 Constitution when he fraudulently executed the BERKELEY GRANT DEED transferring title
2 from Plaintiff Grand Lodge to Defendant Prince Hall Arms.

3 16. At no time did Defendant Young inform Plaintiff that he had transferred
4 Plaintiff's PROPERTY to Defendant Prince Hall Arms.

5 17. After Defendant Young executed the fraudulent transfer of Plaintiff's
6 PROPERTY, Defendant Young had the BERKELEY GRANT DEED notarized. Said
7 BERKELEY GRANT DEED was notarized without Plaintiff's knowledge and consent.

8 18. Defendant Young notarized the BERKELEY GRANT DEED for the sole purpose
9 of recording same.

10 19. After Plaintiff discovered the transfer, Defendant Young was questioned about the
11 transfer by the Grand Master and the Grand Board. Defendant Young, however, refused to
12 answer any questions and stated he could not discuss Prince Hall Arms business with the
13 Masons. In December of 2006, Defendant Young was removed as Chairman of the Grand Board
14 after an Ad Hoc Committee determined that a conflict of interest existed between the two
15 organizations.

16 20. On or about March 28, 2007, acting in his capacity as Chairman of the Board of
17 Defendant Prince Hall Arms, Defendant Young executed a Deed of Trust ("BERKELEY DEED
18 OF TRUST"), that placed the PROPERTY in trust for the benefit of Buckley Real Estate Inc. to
19 secure the repayment of a debt incurred by Defendant Prince Hall Arms. The debt incurred was
20 for the principal amount of \$600,000.00, with interest, due and payable on April 1, 2009.

21 21. The BERKELEY DEED OF TRUST, and debt incurred, was executed without
22 Plaintiff's knowledge or consent. Plaintiff did not at any time receive any payment or
23 consideration whatsoever for the BERKELEY DEED OF TRUST.

24 22. Defendant Young manipulated his position as a board member of both Plaintiff
25 Grand Lodge and Defendant Prince Hall Arms to conceal his fraudulent conduct.

26 23. Defendant Prince Hall Arms claims sole and separate property interest in the
27 PROPERTY. The estate of interest claimed by Defendant Prince Hall Arms is adverse to
28 Plaintiff's and is based on a fraudulently obtained grant deed, the BERKELEY GRANT DEED,