

1 allegedly executed and acknowledged by Plaintiff and notarized in the County of Solano, State of
2 California. Defendant Prince Hall Arms, through its agent Defendant Young, also secured a
3 \$600,000 loan against the PROPERTY. Defendants Prince Hall Arms and Young received all
4 proceeds.

5 24. Defendant's claim is without merit. Defendant Prince Hall Arms does not have
6 any right or title to the PROPERTY adverse to the rights of Plaintiff Grand Lodge. No
7 document, including the BERKELEY GRANT DEED, gives Defendant Prince Hall Arms
8 superior title over Plaintiff Grand Lodge.

9 25. Plaintiff does, and at all times herein mentioned did, have an ownership interest in
10 the PROPERTY. At all times relevant, Defendant Young did not have the authority to act on
11 behalf of Plaintiff Grand Lodge in the transfer of the PROPERTY from Plaintiff Grand Lodge to
12 Defendant Prince Hall Arms.

13 26. Pursuant to the Masonic Constitution, the Grand Board must always be consulted
14 on all business transactions that involve property and finances which is binding on Plaintiff
15 Grand Lodge. (Masonic Constitution, Part II, Art. XVI, § 6.H.) At no point did Defendant Young
16 consult the Grand Board prior to executing the BERKELEY GRANT DEED. An elected officer
17 or member of the Grand Board may not enter into any pecuniary contracts or do business on
18 behalf of Plaintiff Grand Lodge, unless first authorized, in writing, by a majority of the Grand
19 Board, or with the consent of Plaintiff Grand Lodge. (Masonic Constitution, Part II, Art. XVI, §
20 11.) Defendant Young neither had written authorization from a majority of the Grand Board nor
21 the consent of Plaintiff Grand Lodge to execute the BERKELEY GRANT DEED. The Grand
22 Board has a duty to make a detailed report of their activities and business transactions for the past
23 year to the Grand Master and Plaintiff Grand Lodge at its Annual Communication. (Masonic
24 Constitution Part II, Art. XVI, § 1.) Defendant Young, as a member of the Grand Board, never
25 made a detailed report of the BERKELEY GRANT DEED to either the Grand Master or Plaintiff
26 Grand Lodge. In sum, Defendant Young had no power or authority to act on behalf of Plaintiff
27 Grand Lodge in executing the BERKELEY GRANT DEED.

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