

1 33. On or about March 22, 2006, Defendant Young transferred title of the
2 PROPERTY, to which he had no power, authority or right to transfer. Defendant Young never
3 consulted the Grand Board prior to executing the transfer, he never obtained written approval
4 from a majority of the Grand Board or consent of Plaintiff Grand Lodge prior to executing the
5 transfer, and he at no time ever submitted a detailed report to the Grand Master or Plaintiff Grand
6 Lodge regarding the transfer, all as required by the Masonic Constitution. Thus, Defendant
7 Young had no authority to act on behalf of Plaintiff Grand Lodge regarding the PROPERTY on
8 the date he fraudulently transferred title of said property from Plaintiff Grand Lodge to Defendant
9 Prince Hall Arms.

10 34. The estate of interest in the PROPERTY claimed by Defendant Prince Hall
11 Arms, based on the BERKELEY GRANT DEED, as alleged in paragraph 13 herein, is a cloud on
12 Plaintiff's title in and to the PROPERTY, intends to and does depreciate its market value, restricts
13 Plaintiff's full use of the PROPERTY and hinders Plaintiff's right to unrestricted alienation of the
14 PROPERTY .

15 35. Furthermore, on or about April 14, 2006, Defendant Young recorded the
16 fraudulent deed and by doing so, put a cloud over title to the PROPERTY .

17 36. If the grant deed is not delivered up and canceled, and Plaintiff's interest in the
18 PROPERTY established, there is a reasonable fear that Plaintiff will suffer serious injury.

19 37. As a direct and proximate result of the fraudulent conveyance of the grant deed,
20 Plaintiff has been damaged in an amount not yet ascertained and leave will be sought to amend
21 this Complaint to set forth such amount when ascertained or approved at trial.

22 38. Defendant Young and Defendant Prince Hall Arms knew that the BERKELEY
23 GRANT DEED was false, fraudulent and void and Defendant Prince Hall paid no consideration,
24 therefore, and accepted same with the intent to defraud Plaintiff. Defendants' acts were
25 intentional, outrageous, malicious and fraudulent and Plaintiff therefore seeks exemplary and
26 punitive damages in the amount of \$2,500,000.

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