

EXHIBIT K

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

LAND COURT DEPARTMENT
DOCKET NO.

LINK DEVELOPMENT, LLC,)
)
Plaintiff)
)
V.)
)
STUART H. SOJCHER, ROBERT)
V. WALLACE JR., Individually)
and in his Capacity as Trustee of)
BD LENDING TRUST, and)
STEVEN A. ROSS,)
)
Defendants.)
)



VERIFIED COMPLAINT

PARTIES

1. Link Development, LLC (hereafter "Plaintiff" or "Link Development") is a Massachusetts limited liability company established on August 18, 2005 pursuant to M.G.L. c. 156C. Its sole member is Essam Al Tamimi ("Al Tamimi"). See Exhibit A. Its business address is 2 Prince Street, Boston, Massachusetts.

2. Defendant Stuart H. Sojcher ("Defendant Sojcher") is an individual with a last known business address of 229 Berkeley Street, Boston, Massachusetts. Defendant had a last known residential address of 15 Stowell Road, Winchester, Massachusetts. On November 16, 2006, Defendant Sojcher was temporarily suspended from the practice of law in Massachusetts in an opinion rendered by Justice Francis X. Spina of the Supreme Judicial Court. See Exhibit B.

3. Robert V. Wallace Jr. ("Defendant Wallace") is the trustee of BD Lending Trust ("Defendant BD Lending"), u/d/t September 29, 2006, as recorded on October 2, 2006 with the Essex County Registry of Deeds ("Essex Registry"). Defendants BD Lending and Wallace have a principal place of business at 80 Summer Street, Boston, Massachusetts.

4. Defendant Steven A. Ross ("Defendant Ross") is an individual resident of the Commonwealth of Massachusetts. Defendant Ross is a named law partner at the Boston law firm of Gilmartin, Magence, Carniel & Ross LLP ("Gilmartin Ross"), with an address of 376 Boylston Street, Boston, Massachusetts.

FACTS

5. On July 12, 2005, a foreclosure sale ("the Sale") was held for certain property known as Off Route 1 and Lynn Fells Parkway at Sanders Drive and 1-12 Denise Drive ("the Property"), located in Saugus, Massachusetts. See Exhibit C. At the Sale, Jeffrey B. Karll ("Karll"), as the Manager of a company named Quick Funding LLC, was the high bidder for the Property.

6. Pursuant to the terms of the Sale, August 11, 2005 was set as the initial closing date. Prior to that date, however, Karll assigned to Plaintiff his right to purchase the Property.

7. In order to effectuate Plaintiff's assigned interests in purchasing the Property, Plaintiff retained Sojcher as its counsel to be registered as a Massachusetts limited liability company.

8. On or about August 25, 2005, Plaintiff closed on the Sale, with Defendant Sojcher acting as Plaintiff's closing attorney.

9. Financing for the Sale was provided to Plaintiff by a third party entity named Desert Pine LLC ("Desert Pine"). At the time of the funding, Desert Pine was registered only as an Idaho limited liability company. See Exhibit D. The sole member of Desert Pine is an individual named Essam Al Tamimi, the same Al Tamimi who is the sole member of Link Development. Al Tamimi had registered Desert Pine in Idaho on January 26, 2005, and Defendant Sojcher was instructed to register Desert Pine as a foreign limited liability company in Massachusetts with Al Tamimi as the sole member and manager of the company. Thereafter, Defendant Sojcher was to protect Desert Pine's interests by recording a mortgage against the Property in the amount of \$2,000,000 in consideration of the funding provided to effectuate Plaintiff's purchase of the Property ("Desert Pine Mortgage").

10. In derogation of his fiduciary obligations, however, Defendant Sojcher failed to register Desert Pine, the mortgagee, as a foreign limited liability company upon the completion of Plaintiff's purchase of the Property. Moreover, in further dereliction of his obligations, Defendant Sojcher also failed to record the foreclosure deed after Plaintiff purchased the Property in August of 2005. Additionally, Defendant Sojcher also failed to promptly record the Desert Pine Mortgage.

11. It was not until Karll discovered these failures in August of 2006 that Defendant Sojcher took any corrective action. In fact, it was not until August 14, 2006, nearly a year after the closing of the Sale, that Defendant Sojcher finally recorded the underlying foreclosure deed as well as the Desert Pine Mortgage. As it turned out, however, Defendant Sojcher still did not register Desert Pine as a foreign limited liability company in Massachusetts.

12. Approximately one month after he finally recorded the foreclosure deed and the Desert Pine Mortgage, Defendant Sojcher began a string of fraudulent actions intended to benefit himself and harm Plaintiff's interests.

13. On September 29, 2006, Defendant Sojcher registered a limited liability company named Desert Pine with the Massachusetts Secretary of State. Rather than registering Desert Pine on behalf of Al Tamimi, however, Defendant Sojcher registered Desert Pine with only himself named as a manager, and with no named members. See Exhibit E.

14. Also on September 29, 2006, Defendant Sojcher further breached his fiduciary obligation to Plaintiff by purporting to file on behalf of Plaintiff a certificate of amendment ("Fraudulent Cert. of Amendment"), see Exhibit F, and an annual report ("Fraudulent Annual Report"), see Exhibit G. By those filings, Defendant Sojcher attempted to replace Al Tamimi as Plaintiff's manager and to substitute himself in that capacity. Moreover, in Paragraph 5 of the Fraudulent Cert. Of Amendment, Defendant Sojcher purports that, "[b]y vote, Stuart H. Defendant Sojcher has been appointed as successor Manager and SOC and real property."

15. In fact, however, there never was such a vote, and Al Tamimi never appointed Defendant Sojcher as a Manager of Link Development. The true purpose of these fraudulent filings was to give Defendants Ross, BD Lending Trust plausible deniability in order to fund a loan by which both Defendant Ross and Defendant Sojcher would enjoy personal gain, and by which Defendant BD Lending would be able to record a fraudulent mortgage on which it and Defendant Wallace could attempt to foreclose when the fraudulent loan was not repaid.

16. In fact, at or about the time Defendant Sojcher filed the Fraudulent Cert. of Amendment and the Fraudulent Annual Report in September, 2006, he also was working with Defendants Ross, BD Lending and Wallace to obtain a loan from Defendant BD Lending. The initial loan amount was for \$600,000 ("the BD Lending Mortgage"). According to the terms of the promissory note, which promissory note was obtained by Link only after the purported due date, the BD Lending Mortgage was due to be repaid by October 29, 2006, a mere month after being procured by Defendant Sojcher. Eventually, a second loan in the purported amount of \$100,000 ("the \$100,000 Loan") was added to the BD Lending Mortgage. The fraudulent \$100,000 Loan never has been registered or recorded against the Property as a mortgage.

17. Prior to the unfolding of the fraudulent BD Lending Mortgage placed on the Property by Defendant Sojcher and Defendants Ross and BD Lending, Plaintiff, in fact, was seeking to obtain a loan in the amount of \$3,500,000 in order to develop some of the Property. In fact, in or around September of 2006, Karll asked an individual named Bernard Lavery Jr. ("Lavery") to assist him in finding funding for the desired loan. In turn, Lavery approached Defendant Sojcher for his assistance in locating a funding source.

18. Given the nature of the Property as undeveloped and the fact that Plaintiff is a fairly new entity, it was understood that obtaining such a loan could be more difficult. Consequently, Lavery and Defendant Sojcher met with Defendant Ross in an effort to procure the desired loan, as Defendant Ross is known to have funding connections for so-called "hard money."

19. Shortly after Lavery and Defendant Sojcher met with Defendant Ross,

however, Lavery ended up having to be hospitalized for a medical emergency. Final arrangements regarding the loan and its funding were handled by Defendant Sojcher and Defendants Ross, BD Lending and Wallace. At all times relevant to this complaint, Defendant Ross was and served in the capacity as the duly authorized agent and representative of Defendants Wallace and BD Lending in connection with all aspects of the BD Lending Mortgage.

20. Prior to being hospitalized, Lavery informed Karll that Defendant Sojcher was representing himself as the Manager of Link Development. Karll, however, knew that Defendant Sojcher was not the Manager. In fact, on or about August 14, 2006, Defendant Sojcher had signed and provided Karll with a letter affirming that Karll himself possessed "the requisite authority in his capacity as co-manager to act on behalf of Link Development LLC with respect to all real estate matters involving the company and the real estate that it owns in Saugus, Massachusetts" ("Karll Letter"). See Exhibit H. Karll further was informed by Defendant Sojcher that he would incorporate the substance of the Karll Letter in a formal filing to be made with the Massachusetts Secretary of State ("Secretary of State").

21. Subsequent to Lavery's advising him of Defendant Sojcher's claims, Karll attempted to contact Defendant Sojcher regarding Defendant Sojcher's claimed status as the Manager of Link Development. By early October of 2006, having been unable to reach Defendant Sojcher to discuss this claim, Karll visited the website for the Secretary of State and learned that Defendant Sojcher improperly had filed the Fraudulent Cert. of Amendment and the Fraudulent Annual Report purporting to establish himself as the successor Manager for Link Development.

22. Upon finding these fraudulent documents, Karll quickly inquired to confirm that Defendant Sojcher had never been made the Manager of Link Development. Not surprisingly, Karll obtained confirmation that Defendant Sojcher was not and never had been appointed as a Manager, let alone the *sole* Manager, of Link Development.

23. Having learned that Defendant Sojcher fraudulently had filed documents with the Secretary of State, Karll became concerned about the status of the Property itself and immediately began researching the Property's status with the Essex Registry. That research, conducted within the first couple days of October, revealed that the BD Lending Mortgage had been recorded at the Essex Registry on October 2, 2006. See Exhibit I. The BD Lending Mortgage also indicates that Defendant Sojcher was acting on behalf of Defendant BD Lending, as it contains the legend, "After Recording Return to: STUART H. SOJCHER, ESQ./ 229 Berkeley Street/ Boston, MA 02116."

24. Karll's research also uncovered several other alarming documents related to the fraud perpetrated by Defendant Sojcher and Defendants Ross, BD Lending and Robert Wallace. In particular, Karll discovered that the various Defendants had recorded the following with the Essex Registry: a) a document entitled "Assignment of Leases and Rents" purportedly made by Plaintiff to Defendant BD Lending ("Fraudulent Assignment"); b) a document entitled "Subordination Agreement" ("Fraudulent Subordination Agreement"), Exhibit J, by which Defendants Sojcher, Ross and BD Lending purport to subordinate the Desert Pine Mortgage to the fraudulent BD Lending Mortgage; c) a document entitled "Desert Pine LLC Certificate of Manager" ("Fraudulent Desert Pine Manager's Certificate") by which Defendant Sojcher falsely states that he has the authority to subordinate the Desert Pine Mortgage to the fraudulent BD Lending

Mortgage, Exhibit K; and d) a document entitled Desert Pine LLC Certificate of Organization (“Fraudulent Certificate of Organization”), See Exhibit E, by which Defendant Sojcher fraudulently registered a limited liability company in the name of Desert Pine with only himself named as a manager and no one named as a member, rather than naming Al Tamimi in either or both capacities.

25. Moreover, Karll also noted that it was Defendant Sojcher who filed the Declaration of Trust for the formation of BD Lending by Robert V. Wallace Jr (“Defendant Wallace”). Because BD Lending Trust, however, appears to be a nominee trust, Plaintiff cannot currently identify those persons named as the beneficiaries of the trust.

26. Additionally, Karll discovered that Defendant Sojcher had filed a document entitled “Manager’s Certificate” (“Fraudulent Link Manager’s Certificate”), Exhibit L. By this document, Defendant Sojcher fraudulently asserts that “he has been authorized and directed by all of the members of the Company to enter into a certain loan arrangement by and between the Company and BD Lending Trust.” Contrary to the Fraudulent Link Manager’s Certificate, however, Al Tamimi, the sole member of Link Development, never has authorized or directed Defendant Sojcher to enter into the BD Lending Mortgage.

27. Upon discovering the fraudulent filings referenced in Paragraphs 22-25, Karll immediately contacted Wallace directly and advised him that the BD Lending Mortgage was not authorized by Plaintiff, and that Defendant Sojcher lacked the authority to enter into the mortgage on Plaintiff’s behalf. In response to Karll statements, Wallace informed Karll that as of that time, no funding had been disbursed pursuant to

the contested BD Lending Mortgage. Wallace further stated that he would meet with Karll the following week to discuss the matter and informed Karll that Defendant Ross was the closing attorney for the mortgage.

28. After speaking with and having informed Defendant Wallace that the BD Lending Mortgage was unauthorized, Karll then contacted Attorney Ross by telephone. In that conversation, Karll informed Defendant Ross in no uncertain terms that Defendant Sojcher was not authorized to enter into the BD Lending Mortgage on Plaintiff's behalf and that the mortgage was a fraud against Plaintiff by all persons involved. Defendant Ross replied by stating that it was his opinion that no fraud had taken place, and that he felt the documents offered by Defendant Sojcher were legal and proper.

29. After dismissing Karll's statements that Defendant Sojcher lacked proper authority to enter into the BD Lending Mortgage on Plaintiff's behalf, Defendant Ross stated that even if Defendant Sojcher did lack proper authority, then that was a matter for the lender's title company to worry about. Defendant Ross concluded by informing Karll that he would proceed with the funding under the BD Lending Mortgage.

30. Following his conversations with Defendants Ross and Wallace, Karll then provided to both persons documents to prove that Defendant Sojcher was not the Manager of Link Development.

31. Thereafter, on October 6, 2006, when the Defendants uniformly failed to take action to undo the fraud after having been advised multiple times, Karll sent an e-mail to Defendant Sojcher, with copies sent to both Defendants Ross and Wallace on that same date ("Karll E-mail"), advising Defendant Sojcher that he had five (5) days to undo the fraudulent recordings he had made at the Essex Registry and Secretary of State.

32. By October 11, 2006, the date referenced in the Karll E-mail for the undoing of the various frauds committed by the Defendants, no corrective action had been taken. Consequently, Karll sent further correspondence to Defendant Sojcher as well as Defendants Ross and Wallace inquiring about the status of the fraudulent BD Lending Mortgage. In response to correspondence sent to him on October 13, 2006, Defendant Wallace contacted Karll by telephone and informed him that the loan had been funded.

33. Shortly thereafter, on October 24, 2006, Defendant Sojcher spoke with Karll about the fraudulent BD Lending Mortgage and informed Karll that the mortgage was being discharged by Defendant BD Lending. In support of that statement, Defendant Sojcher provided Karll with a copy of the discharge and told Karll that the discharge would be filed at the Essex Registry the next day, October 25, 2006. Despite those assurances, neither Defendant Sojcher, nor Defendants Ross or Wallace filed the discharge. Consequently, on October 30, 2006 and November 1, 2006, Karll sent a facsimile to each of Defendants Wallace and Ross, respectively, inquiring as to the status of the discharge that Defendant Sojcher had indicated would be filed on October 25, 2006.

34. Also on October 24, 2006, Defendant Sojcher sent a letter to Plaintiff ("October Sojcher Letter") advising the company that in addition to the \$600,000 amount listed on the BD Lending Mortgage, he also had borrowed \$100,000 for the purported purpose of paying off delinquent taxes. See Exhibit M. As the October Sojcher Letter acknowledges, Defendant Sojcher acted on his own initiative in borrowing the \$100,000. Defendant Sojcher concludes the letter by characterizing the borrowed \$100,000 as

follows: "The loan is of a short term nature and must be paid in six (6) months."

35. Until approximately one week ago, none of the Defendants had provided Karll, Al Tamimi or Link Development with any of the documents underlying the fraudulent BD Lending Mortgage. Additionally, despite several requests for such information, none of the Defendants, to date, has provided Karll, Al Tamimi or Link Development with any documents relating to the actual funding of the fraudulent BD Lending Mortgage, including documents identifying the persons who received proceeds from the funding, the accounts to which such disbursements were directed or the amounts of such disbursements to any of the persons who received them.

COUNT I
(Fraud)

36. Plaintiff restates and realleges Paragraphs 1-35 hereof as if fully set forth herein.

37. Defendants Wallace and BD Lending have no right to execute a foreclosure on the Property, as the BD Lending Mortgage upon which they are acting is void as a result of fraud.

38. Defendants Ross, Wallace and BD Lending have known of the fraudulent nature of the BD Lending Mortgage since prior to the time when Defendants Wallace and BD Lending actually funded the mortgage. Defendants Ross, Wallace and BD Lending all were advised of the fraudulent nature of the mortgage, and of Defendant Sojcher's fraud against Plaintiff in attempting to procure the mortgage, when Karll personally advised Defendants Ross and Wallace of such fraud in early October, through both verbal and written communications.

39. Additionally, Attorney Sam Pollack ("Attorney Pollack"), a former

associate at the Defendant Ross' law firm, admitted that he was aware of the fraudulent nature of the transaction in his discussions with Attorney Vincent J. DiMento ("Attorney DiMento"), the attorney whom Ross originally had engaged to provide the title commitment letter that would enable the mortgage closing to proceed.

40. Prior to the funding and closing of the fraudulent BD Lending Mortgage, Ross had requested that Attorney DiMento prepare a title commitment letter ("Title Commitment"). In connection with that task, Attorney DiMento initially prepared a draft title commitment letter that he provided to Attorney Pollack. After he provided that draft Title Commitment, Attorney DiMento conducted further due diligence, which resulted in his learning that Defendant Sojcher was not authorized to consummate the mortgage transaction, and that Plaintiff was challenging the propriety of the transaction.

41. After he learned that Defendant Sojcher did not have the authority to enter the transaction, Attorney DiMento spoke with Attorney Pollack in that regard. During the course of conversation with Attorney DiMento about the lack of authority, Attorney Pollack acknowledged that Defendant Sojcher's attempts to procure the mortgage were replete with fraud. On October 3, 2006, as a result of those conversations, Attorney DiMento sent Attorney Pollack an e-mail in which Attorney DiMento expressly informed Attorney Pollack that the Title Commitment was withdrawn, that it was of no further force and effect and that it no longer was to be relied on by any party. See Exhibit N.

42. Following the withdrawal of the Title Commitment by Attorney DiMento, Defendant Ross, either directly or indirectly, caused another attorney to be retained for the purposes of obtaining the cover of a title commitment on direct behalf of Defendants BD Lending and Wallace.

43. On November 15, 2006, after hearing rumors that the mortgage transaction had closed, Attorney DiMento sent another e-mail to Attorney Pollack regarding the mortgage and noted in that e-mail that Attorney Pollack previously had acknowledged the fraudulent nature of the mortgage and that Attorney Pollack has described such revelations as "appalling." In response to that November 15, 2006 e-mail, Attorney DiMento received an automated reply indicating that Attorney Pollack no longer worked for Ross' firm, and that all communications should be directed to Defendant Ross.

44. Defendants Ross, Wallace and BD Lending, acting either individually or collectively with Defendant Sojcher, defrauded Plaintiff by their participation with Defendant Sojcher in the filing with the Secretary of State of various false documents, including the Fraudulent Cert. of Amendment, the Fraudulent Annual Report and the fraudulent registration of Desert Pine.

45. Additionally, Defendants Ross, Wallace and BD Lending, acting either individually or collectively with Defendant Sojcher, defrauded Plaintiffs by filing with the Essex Registry various false documents, including the Fraudulent Subordination Agreement, Fraudulent Manager's Certificate, BD Lending Mortgage, and Fraudulent Assignment.

46. Defendants Ross, Wallace and BD Lending, acting either individually or collectively with Defendant Sojcher, defrauded Plaintiffs by entering and consummating the \$100,000 Loan without proper authorization from Plaintiff.

47. Additionally, Defendants Ross, Wallace and BD Lending defrauded Plaintiff by retaining for their own benefit certain proceeds from the BD Lending Mortgage. As Co-Manager of Link Development, Karll has learned that Plaintiff did not

receive any proceeds from the fraudulent BD Lending Mortgage. Rather, the disbursements were split between the various Defendants Ross, BD Lending, Wallace, and Sojcher.

48. In particular, as revealed in the disbursement materials just provided to Plaintiff by Defendants Wallace and BD Lending on December 28, 2006 ("Disbursement Details"), Defendant BD Lending received \$60,000, or ten points, in connection with funding the fraudulent BD Lending Mortgage. See Exhibit O. The Disbursement Details also reveal that Defendant BD Lending and/or Defendant Wallace retained an additional \$80,309.00, purportedly for the payment of Plaintiff's taxes due to the Town of Saugus ("the Retained Tax Payment"). By the admissions of Defendants BD Lending and Wallace themselves, however, the amount retained for the payment of taxes from the BD Lending Mortgage never was used for that purpose. Rather, Defendants BD Lending and Wallace now maintain that it was the proceeds of the \$100,000 Loan that were used to pay Plaintiff's outstanding municipal property taxes. See Exhibit P. Despite that admission, however, neither Defendant BD Lending Trust nor Defendant Wallace has yet to turn over to Plaintiff the Retained Tax Payment from the BD Lending Mortgage.

49. The Disbursement Details also reveal that proceeds from the BD Lending Mortgage were used to pay off debts due by and to persons and entities not related to Plaintiff, and for whom Plaintiff never provided such authorization. For example, the Disbursement Details reveal that further understands that proceeds from the BD Lending Mortgage improperly were paid to Defendant Ross in his capacity as the mortgagor on property occupied by Laverty's father ("Laverty Mortgage"), located at 153 Rowe Street in Roslindale, Suffolk County ("Laverty Property"). See Exhibits O and Q.

50. Defendants Ross, BD Lending and Wallace further defrauded Plaintiff by disbursing more than \$258,000 to Defendant Sojcher. No money that was disbursed to Defendant Sojcher has been turned over to Plaintiff.

51. None of the debts paid by proceeds of the BD Lending Mortgage constituted debt of Plaintiff, and Plaintiff never instructed or authorized Defendants Ross, BD Lending or Wallace or to convert funds purportedly intended for Plaintiff to pay off those debts.

52. Defendants Ross, BD Lending and Wallace, either individually or collectively with Defendant Sojcher, defrauded Plaintiff in their disbursement of the proceeds from the fraudulent BD Lending Mortgage.

53. As a result of the fraudulent actions of each of the Defendants Ross, BD Lending and Wallace, Plaintiff has suffered and continues to suffer harm.

54. Wherefore, Plaintiff seeks damages for such harm, including the voiding and/or discharge of any obligation of Plaintiff under the BD Lending Mortgage, and such other relief as the Court deems just and proper.

COUNT II
(Fraudulent Foreclosure)

55. Plaintiff restates and realleges Paragraphs 1-54 hereof as if fully set forth herein.

56. Defendants Ross, Wallace and BD Lending initiated its foreclosure action shortly after counsel for Plaintiff contacted Defendant Ross in an effort to obtain documents relating to the BD Lending Mortgage, including the underlying promissory notes(s) and information related to disbursement of the funding of the BD Lending Mortgage.

57. Thereafter, on December 7, 2006, in an effort to commence foreclosure proceedings on the Property under the purported authority of the fraudulent BD Lending Mortgage, Defendants Ross, Wallace and BD Lending did cause a Notice of Foreclosure to be published in the Boston Herald ("Foreclosure Notice"). Subsequent to the initial publication of the Foreclosure Notice, Defendants Ross, BD Lending and Wallace caused the Notice of Foreclosure to be published in the Boston Herald a second time on December 14, 2006.

58. On December 15, 2006, Plaintiff commenced an action in the Suffolk Superior Court against Defendant Sojcher and Defendants Ross, BD Lending and Wallace, Docket No. 2006-CV-5242 ("the Suffolk Action"). In connection with the Suffolk Action, Plaintiff sought and obtained a temporary injunction against Defendants Ross, BD Lending and Wallace prohibiting them from engaging in any actions in furtherance of foreclosure proceedings against the Property ("the Temporary Injunction"). Each of the Defendants Ross, BD Lending and Wallace properly were served with the Temporary Injunction and the Suffolk Action on December 18, 2006.

59. On December 21, 2006, in clear contravention of the specific prohibition of the Temporary Injunction, Defendants Ross, BD Lending and Wallace permitted a third publication of the Foreclosure Notice to be published again in the Boston Herald. In each publication of the Foreclosure Notice, Defendant Ross was listed as the attorney conducting the foreclosure on the Property.

60. On December 21, 2006, the Superior Court held a hearing on Plaintiff's request for a preliminary injunction in the Suffolk Action. As of that date, Defendants neither BD Lending nor Wallace, or any agent/representative acting on their behalf, had

yet provided to Plaintiff the disbursement information requested initially by Plaintiff from Defendant Ross and then requested again by Plaintiff on December 22, 2006 from Attorney Loeb. Despite not having yet provided that critical information, Defendants Wallace and BD Lending argued at the preliminary injunction hearing that they were entitled to foreclose on the fraudulent BD Lending Mortgage.

61. On December 22, 2006, Plaintiff sent to Attorney Jeffrey Loeb ("Attorney Loeb"), then-newly retained counsel for Defendants Wallace and BD Lending, a letter requesting all documentary information pertaining to the disbursement of both the BD Lending Mortgage and the \$100,000 Loan.

62. Subsequently, the Superior Court denied the request for preliminary injunction, holding that it lacked subject matter jurisdiction over the question of the foreclosure action because one of the parcels of the Property is registered land.

63. During the pendency of the Superior Court's ruling on the request for preliminary injunction, Plaintiff once again requested the critical disbursement information by letter and facsimile dated December 27, 2006. Finally, in response to that request, Defendants BD Lending and Wallace provided an initial response. In that response, Attorney Loeb attempted to validate the propriety of the \$100,000 Loan by asserting that the proceeds from that loan were used to pay Plaintiff's taxes due to the Town of Saugus. See Exhibit P. Although Defendants BD Lending and Wallace are fully aware that the amount purportedly having been due for Plaintiff's taxes did not amount to \$100,000, the Defendants still failed or refuse to provide complete information related to disbursement of the full amount of the \$100,000 Loan.

64. Thereafter, under separate cover, by letter dated December 27, 2006,

Defendants BD Lending and Wallace finally provided the Disbursement Details to Plaintiff as previously had been requested three times.

65. The actions of Defendants Ross, BD Lending and Wallace in attempting to foreclose on the fraudulent BD Lending Mortgage constitute a fraudulent foreclosure.

66. As a result of the fraudulent foreclosure efforts of Defendants Ross, BD Lending and Wallace, Plaintiff has suffered and continues to suffer harm.

67. Wherefore, Plaintiff seeks damages for such harm, including the voiding and/or discharge of any obligation of Plaintiff under the fraudulent BD Lending Mortgage, attorneys fees and costs in quieting title to the Property by this action and such other relief as the Court deems just and proper.

COUNT III
(Breach of Good Faith Foreclosure)

68. Plaintiff restates and realleges Paragraphs 1-67 hereof as if fully set forth herein.

69. If Defendants Ross, BD Lending and Wallace consider the BD Lending Mortgage to be a valid mortgage, then they owe Plaintiff a duty of good faith in the pursuit of any foreclosure efforts and actions against the Property.

70. By their actions in pursuing foreclosure against the Property in the manner that they have, including but not limited to their refusal and/or failure to provide a proper accounting of the purported BD Lending Mortgage when requested, Defendants Ross, BD Lending and Wallace have breached their duty of a good faith foreclosure.

71. The breach of their obligation to conduct a good faith foreclosure has harmed and continues to harm Plaintiff.

72. Wherefore, Plaintiff seeks damages for such harm, including the voiding

and/or discharge of any obligation of Plaintiff under the BD Lending Mortgage, attorneys fees and costs to enforce such obligation, an order that Defendants Ross, BD Lending and Wallace immediately provide a full and detailed accounting of the proceeds from the fraudulent BD Lending Mortgage, and such other relief as the Court deems just and proper.

COUNT IV
(Declaratory Judgment)

73. Plaintiff restates and realleges Paragraphs 1-72 hereof as if fully set forth herein.

74. There exists an actual controversy between Plaintiff and Defendants Ross, BD Lending and Wallace regarding the rights and obligations of the fraudulent BD Lending Mortgage.

75. The actions of Defendants Ross, Wallace and BD Lending in publishing the Foreclosure Notice has caused uncertainty regarding Plaintiff's obligations under the fraudulent BD Lending Mortgage.

76. As a result of the uncertainty created as to Plaintiff's obligations, if any, under the fraudulent BD Lending Mortgage, Plaintiff seeks the Court's intervention in this matter and a determination of the rights and obligations under the BD Lending Mortgage.

77. There exists an actual controversy between Plaintiff and Defendants Ross, BD Lending and Wallace regarding the rights and obligations of the fraudulent \$100,000 Loan.

78. The actions of Defendants Ross, Wallace and BD Lending in asserting its rights to collect and/or foreclose on the fraudulent \$100,000 Loan has caused uncertainty

regarding Plaintiff's obligations under the fraudulent \$100,000 Loan.

79. As a result of the uncertainty created as to Plaintiff's obligations, if any, under the fraudulent \$100,000 Loan, Plaintiff seeks the Court's intervention in this matter and a determination of the rights and obligations under the \$100,000.

80. Additionally, uncertainty as to the rights and obligations of Plaintiff with respect to the Desert Pine Mortgage has been created by the fraudulent actions of Defendant Sojcher in his fraudulent registration of Desert Pine in Massachusetts and the collective subordination of the Desert Pine Mortgage by Defendants Sojcher, Ross, BD Lending, and Wallace.

81. As a result of the uncertainty created as to Plaintiff's obligations with respect to the Desert Pine Mortgage, Plaintiff seeks the Court's intervention in this matter and a determination of the rights and obligations under the Desert Pine Mortgage, and the priority of the real Desert Pine Mortgage with respect to the fraudulent BD Lending Mortgage.

82. Wherefore, Plaintiff requests that this Court declare:

- a. That the BD Lending Mortgage is void *ab initio*;
- b. That if the BD Lending Mortgage is not void *ab initio*, that

Plaintiff's performance thereunder is absolved by the collective and individual fraud perpetrated by Defendants, by the failure of Defendants Ross, BD Lending and Wallace to disburse funds directly, solely and entirely to Plaintiff or by the breach of a good faith foreclosure by Defendants Ross, BD Lending and Wallace;

- c. That Defendant Sojcher was not authorized to enter into any mortgage on behalf of Plaintiff, either because he was not properly authorized by the

Plaintiff or that neither the BD Lending Mortgage nor the \$100,000 Loan conformed with the requirements imposed by M.G.L. c. 156C, and, that neither the BD Lending Mortgage nor the \$100,000 Loan, therefore, is not enforceable as a mortgage against Plaintiff;

d. That the \$100,000 Loan cannot properly be considered a mortgage, irrespective of Defendant Sojcher's authority to enter and consummate that loan;

e. That the foreclosure action commenced by Defendants Ross, Wallace and BD Lending is improper and void;

e. That Defendant Sojcher fraudulently registered Desert Pine in Massachusetts by naming only himself as the Manager, rather than Al Tamimi, and in failing to name Al Tamimi as the sole member;

f. That Plaintiff owes no obligation under the Desert Pine Mortgage to the entity that Sojcher registered as Desert Pine; and

g. That the Fraudulent Subordination Agreement is void *ab initio*.

COUNT V
(Temporary and Permanent Injunction)

83. Plaintiff restates and realleges Paragraphs 1-82 hereof as if fully set forth herein.

84. Defendants Ross, Wallace and BD Lending commenced foreclosure proceedings against the Property in connection with the fraudulent BD Lending Mortgage by having published the Foreclosure Notice on December 7, 2006. Moreover, by letter dated December 28, 2006, Defendants BD Lending and Wallace have reiterated their intention to attempt to foreclose on the Property, having asserted in that letter that they now intend to hold the foreclosure on January 29, 2007.

85. If Defendants are permitted to proceed with the sham foreclosure against

the Property, Plaintiff will suffer immediate and irreparable injury, loss or damage in that the Property may be sold at a foreclosure sale.

86. Plaintiffs face a reasonable likelihood of success on the merits of their claims against Defendants Ross, BD Lending and Wallace.

87. Defendants Ross, BD Lending and Wallace will not suffer any harm if an injunction is granted against the foreclosure, as their harm is purely economic.

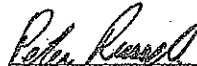
88. Additionally, in light of the prior and continuing conduct of Defendants Ross, BD Lending and Wallace in attempting to foreclose on the Property in the manner they have, their failure to withdraw the December 21, 2006 publication of the Foreclosure Notice while the temporary injunction in the Suffolk Action remained in force, their intransigence in providing the requested information pertaining to the disbursements made under the fraudulent BD Lending Mortgage and the fraudulent \$100,000 Loan, and their transparently fallacious explanations regarding the payment of Plaintiff's taxes, there is valid reason to believe that Plaintiff faces a heightened prospect for harm if a temporary injunction does not issue.

89. Wherefore, Plaintiff seeks a temporary injunction to prevent Defendants Ross, Wallace and BD Lending from proceeding with the aforementioned foreclosure sale. Plaintiff further requests that this Court, after hearing, issue a preliminary injunction against Defendants to prevent them from proceeding with any further foreclosure efforts until such time as the Court declares the rights of the parties pursuant to the fraudulent BD Lending Mortgage.

90. Toward that end, Plaintiff requests that this Court endorse the accompanying proposed Temporary Injunction.

WHEREFORE, Plaintiff prays that this Court render judgment for and award damages in favor of Plaintiff as requested in this Verified Complaint

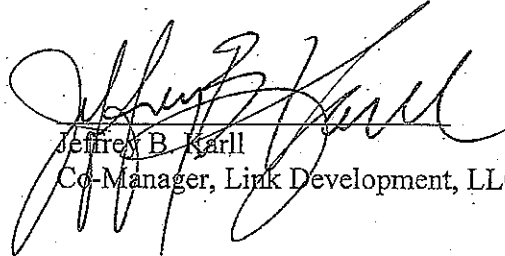
Respectfully submitted,
LINK DEVELOPMENT, LLC

By: 
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(781) 444-5151

DATED: January 8, 2007

I, Jeffrey B. Karl, as Co-Manager of the Plaintiff in this action, state under the penalties of perjury that I have read the foregoing Verified Complaint and that the allegations contained herein are true and accurate, and that no relevant information has been omitted.

Signed under the penalties of perjury this 8th day of January, 2007.


Jeffrey B. Karl
Co-Manager, Link Development, LLC

2007 JAN 10 10:00 AM