

1 paragraphs as if set forth in full herein, except those paragraphs, if any, which are inconsistent
2 with this cause of action for negligent misrepresentation.

3 56. Defendant Young concealed from Plaintiff information regarding the loan and the
4 title to the PROPERTY. Defendant Young was required to disclose same to Plaintiff.

5 57. Defendant Young knew that pursuant to the Masonic Constitution he was required
6 to obtain Plaintiff's authorization to act on its behalf on any and all binding matters pertaining to
7 Plaintiff's real property and finances by first consulting the Grand Board and obtaining either
8 written authorization from a majority of the Grand Board or consent of Plaintiff Grand Lodge.
9 Defendant Young also knew the Masonic Constitution required him to make a detailed report of
10 the transactions to the Grand Master and Plaintiff Grand Lodge.

11 58. Despite said knowledge, Defendant Young executed the BERKELEY GRANT
12 DEED without first consulting Plaintiff and obtaining Plaintiff's authorization and applied for the
13 loan which would encumber the PROPERTY. Defendant concealed his activities from Plaintiff,
14 thereby inducing Plaintiff to allow him to remain a member of the Grand Board. Defendant
15 Young fraudulently transferred title of the PROPERTY from Plaintiff to Defendant Prince Hall
16 Arms, while he served on the board of both parities. Once Defendant Young made the fraudulent
17 conveyance, he planned and did use the BERKELEY GRANT DEED to obtain a loan in
18 Defendant Prince Hall Arms' name for \$600,000. Therefore, Defendant Young had no
19 reasonable grounds for believing he was not required to seek Plaintiff's knowledge and consent
20 to transfer title of the PROPERTY and take out a loan against said property.

21 59. Defendant Young intended that Plaintiff rely on his concealment. He wanted title
22 of the PROPERTY in Defendant Prince Hall Arms' name so he could procure a loan and use the
23 proceeds for Defendant Prince Hall Arms' use and benefit.

24 60. Defendant Young concealed the title transfer and loan with the intent to defraud
25 and induce Plaintiff to allow him to remain on both boards, whereby Plaintiff Grand Lodge's
26 interest in the PROPERTY would be transferred to Defendant Prince Hall Arms and Defendant
27 Prince Hall Arms and/or Young would receive the loan proceeds for their own use.

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