61. Plaintiff did rely on Defendant Young's concealment. At the time Defendant Young executed the BERKELEY GRANT DEED, while simultaneously serving on both Plaintiff's Grand Lodge's board and Defendant's Prince Hall Arms' board, Plaintiff did not know Defendant Young was concealing the BERKELEY GRANT DEED. Had Plaintiff known of Defendant Young's intent to transfer title of the PROPERTY to Defendant Prince Hall Arms and take out a $600,000 loan against the property without just compensation or consideration, Plaintiff would not have authorized him to do so or remain Chairman of the Grand Board.

62. As a direct and proximate result of the fraudulent conveyance of the grant deed, and on their reliance on Defendant Young's concealment, Plaintiff has been damaged in an amount not yet ascertained and leave will be sought to amend this Complaint to set forth such amount when ascertained or proved at trial.

VI.

SIXTH CAUSE OF ACTION AGAINST DEFENDANT YOUNG FOR CONCEALMENT

63. Plaintiff incorporates by reference each and every allegation set forth in the above paragraphs as if set forth in full herein, except those paragraphs, if any, which are inconsistent with this cause of action for concealment.

64. Plaintiff agreed to the formation of Defendant Prince Hall Arms and was aware of Defendant Young's position on as board member of Defendant Prince Hall Arms. However, Plaintiff never authorized nor did Defendant Young ever seek Plaintiff's authorization to act on Plaintiff's behalf in transferring title of the PROPERTY from Plaintiff to Defendant Prince Hall Arms for any purpose, let alone the purpose of taking out a loan for Defendant Prince Hall Arms' sole use and benefit. Defendant Young concealed the fact that he had executed and recorded the BERKELEY GRANT DEED even when directly asked on at least two separate occasions regarding same. And Defendant Young also concealed the loan he took out against the PROPERTY.

65. Plaintiff did not know any of the above-mentioned concealed facts. Had Plaintiff known of Defendant Young's intent to transfer title of the PROPERTY to Defendant Prince Hall