including but not limited to: NE Edge, Raymond C. Green, S & J Storage Bros., S & Q Data, GF Funding Swansea, LLC, BSI 254 Westfield, Stein Fibers, Bluevista Capital, et al.

294. Defendant Thomas Quinn demanded $890,000 from Plaintiffs by way of wire transfers which occurred across state lines, as Quinn is located in the State of Rhode Island, NE Edge, LLC is located in Connecticut, Blue Vista Capital Management, LLC Capital is located in Illinois and Plaintiffs' operating accounts are located in New Jersey and Massachusetts.

295. Count I Defendants knew that the funds being transferred were derived from the unlawful activities of the NE Edge Loan Sharking Enterprise and other unlawful acts, including numerous offenses listed under 18 U.S.C. § 1961(1), as detailed herein. As such, the Count I Defendants violated 18 U.S.C. § 1956 every time they transacted using funds illicitly derived from the loan sharking transactions against Plaintiffs, and every time payments were made to any one of the member defendants.

COUNT V
PATTERN OF RACKETEERING ACTIVITY: ENGAGING IN MONETARY TRANSACTIONS IN PROPERTY DERIVED FROM SPECIFIED UNLAWFUL ACTIVITY IN VIOLATION OF 18 U.S.C. § 1957

296. Plaintiffs incorporate all preceding paragraphs by reference.

297. This count is against all the Enterprise Corporation and Member Defendants (collectively the "Count 1 Defendants").

298. On information and belief, at all times material to this action, each Defendant was the agent, partner, alter ego, subsidiary, and/or co-conspirator of and with the other Defendants, and the acts of each were in the scope of that relationship. On information and belief, each Defendant knowingly and intentionally agreed with the other to carry out the acts alleged in this Complaint. On information and belief, in doing the acts and failing to act as alleged in this Complaint, each Defendant acted with the knowledge, permission, and consent of the other, and each Defendant aided and abetted the other.

299. Under 18 U.S.C. § 1961(1), violations of 18 U.S.C. § 1957 constitute a predicate act of racketeering activity. One who "knowingly engages . . . in a monetary transaction in criminally derived property" violates 18 U.S.C. § 1957 if that property is "of a value greater than $10,000 [and] derived from specified unlawful activity."

290. This statute defines "criminally derived property" as property that constitutes "proceeds obtained from a criminal offense"; it further defines "specified unlawful activity" as the same unlawful activity defined in 18 U.S.C. § 1956, including acts constituting racketeering activity under 18 U.S.C. § 1961(1).

291. The money that the Count I Defendants derived through the loan sharking and kickback scheme and fraudulent dealings were taken at the expense, and to the detriment of, Plaintiff and its affiliates.

292. Relatedly, through the NE Edge Enterprise and related unlawful kickbacks and other illicit activities, the Count I Defendants committed numerous criminal offenses constituting racketeering activity as detailed herein, which also constitute "specified unlawful activity" under 18 U.S.C. § 1957.

293. Through this conduct, the Count I Defendants derived proceeds as the perpetrators and beneficiaries of the "specified unlawful activity" from which the funds were derived, and they knew that the money was the product of such activity.

294. By depositing these funds in at least one bank account held by an interstate financial institution, the Count I Defendants engaged in monetary transactions as defined by 18 U.S.C. §1957(H)(1). When the Count I Defendants engaged in any subsequent withdrawal, transfer, or exchange of these funds, they engaged in further monetary transactions, as defined by 18 U.S.C. §1957(1).

295. For the foregoing reasons, the Count I Defendants repeatedly violated 18 U.S.C. §1957, engaging in further racketeering activity under 18 U.S.C. § 1961(1).

COUNT VI

**PATTERN OF RACKETEERING ACTIVITY
VIOLATION OF THE TRAVEL ACT, 18 U.S.C. § 1952**

296. Plaintiffs incorporate all preceding paragraphs by reference.

297. This count is against all the Enterprise Corporation and Member Defendants (collectively the "Count 1 Defendants").

298. Racketeering activity is further defined in 18 U.S.C. § 1961(1) to include violations of the "Travel Act," 18 U.S.C. § 1952, which criminalizes the use of "interstate facilities" to "(1) distribute the proceeds of any unlawful activity; or . . . (3) otherwise promote, manage, establish, carry on, or facilitate the promotion, management, establishment, or carrying on, of any unlawful activity."

299. On information and belief, at all times material to this action, each Defendant was the agent, partner, alter ego, subsidiary, and/or co-conspirator of and with the other Defendants, and the acts of each were in the scope of that relationship. On information and belief, each Defendant knowingly and intentionally agreed with the other to carry out the acts alleged in this Complaint. On information and belief, in doing the acts and failing to act as alleged in this Complaint, each Defendant acted with the knowledge, permission, and consent of the other, and each Defendant aided and abetted the other.

300. The Travel Act defines "unlawful activity" to include "extortion, bribery, or arson in violation of laws of the State in which committed or of the United States" as well as acts of money laundering in violation of 18 U.S.C. §§ 1956 and 1957.

301. For purposes of 18 U.S.C. § 1952, "interstate facilities" are defined to include email, mail, telephone calls, text messages, and wire transfers. The Count I Defendants made use of interstate facilities in furtherance of their crimes of money laundering.

302. The Count 1 Defendants used wire transfers to make payments and on information and belief communicated to each other via phone and/or e-mail in order to further their money laundering activities.

303. The Count I Defendants reside in various states, and used interstate facilities in furtherance of their crimes of money laundering. For example, multiple wire transfers from Plaintiffs' operating accounts in Massachusetts and New Jersey went to the Defendants "shell corporations" in other states, and other Enterprise member defendants domiciled in Georgia, New York, Connecticut, Rhode Island and Massachusetts, conducted business with Plaintiffs with headquarters and/or principal places of business in Massachusetts and Rhode Island.

304. Any transactions that the Count I Defendants made with vendors or other business partners located in Rhode Island and New York, were also interstate activities that furthered their extortion, loan sharking, predatory investment activities and money laundering activities, with respect to their loan sharking rackets.

305. Both to commit acts of extortion and money laundering and to facilitate these acts, the Count I Defendants made use of "interstate facilities" to "distribute the proceeds of any unlawful activity; or . . . otherwise promote, manage, establish, carry on. or facilitate the promotion, management, establishment, or carrying on, of [their] unlawful activity." Among other things, they intentionally engaged in acts of extortion, skimming (kickbacks) and money laundering through interstate channels, in violation of 18 U.S.C. §§ 1952 and 1956. Their conduct thus constitutes racketeering activity in multiple forms according to 18 U.S.C. § 1961(1).

COUNT VII
PREDICATE ACTS OF RACKETEERING ACTIVITY AMOUNT TO A PATTERN OF RACKETEERING ACTIVITY UNDER 18 U.S.C. § 1961(5)

306. Plaintiffs incorporate all preceding paragraphs by reference.

307. This count is against all the Enterprise Corporation and Member Defendants (collectively the "Count 1 Defendants").

308. On information and belief, at all times material to this action, each Defendant was the agent, partner, alter ego, subsidiary, and/or co-conspirator of and with the other Defendants, and the acts of each were in the scope of that relationship. On information and belief, each

Defendant knowingly and intentionally agreed with the other to carry out the acts alleged in this Complaint. On information and belief, in doing the acts and failing to act as alleged in this Complaint, each Defendant acted with the knowledge, permission, and consent of the other, and each Defendant aided and abetted the other.

309. The Count I Defendants committed and/or aided and abetted the commission of at least two or more of the foregoing acts of racketeering. The acts alleged were related to each other by virtue of common participants, a common victim (Plaintiffs), a common method of commission (perpetration of loan sharking, money laundering and wire fraud schemes which fraudulently induced Plaintiffs' business and contracting decisions, to the benefit of the Count I Defendants, as the plaintiffs were fraudulently induced at the execution of the investment and/or loan contracts, then "bait and switched" into unfavorable loan and investment contracts.

310. The Enterprise schemes perpetrated by the Count I Defendants were "horizontally" related. For example, among other things, the NE Edge defendants had a connection to the Tech Defendants via Demirjian and to the Municipal Defendants, via the conspiracy between attorneys and Police, etc.

311. Defendants had a common purpose (defrauding and otherwise extracting unlawful payments from Plaintiffs for their personal financial gain, while concealing their unlawful conduct. The Count I Defendants' conduct thus constitutes a pattern of racketeering activity, as defined by 18 U.S.C. § 1961(5).

312. As a direct and proximate result of the NE Edge Enterprise and the Count I Defendants' racketeering and other activities, Plaintiffs have been injured in their business and property in violation of 18 U.S.C. § 1962(a), which prohibits "any person who has received any income derived, directly or indirectly, from a pattern of racketeering activity ... in which such person has participated as a principle ... to use or invest, directly or indirectly, any part of such income, or the proceeds of such income, in acquisition of any interest in, or the establishment or

operation of, any enterprise which is engaged in, or the activities of which affect, interstate or foreign commerce."

313. As a direct and proximate result of the Loan Sharking Enterprise Defendants' racketeering activities, Plaintiffs have been injured in their business and property in violation of 18 U.S.C. § 1962(b), which prohibits "any person through a pattern of racketeering activity . . . to acquire or maintain, directly or indirectly. any interest in or control of any enterprise which is engaged in, or the activities of which affect, interstate or foreign commerce."

314. The Count I Defendants derived, both directly and indirectly, financial and other benefits as a result of their unlawful loan sharking Enterprise, including but not limited to the kickbacks and other payments they received as a result of their fraud and other enterprise conduct.

315. The unlawful proceeds from Defendants' Leased Transactions Enterprise were used in part to operate defendants shill corporations, NE Edge LLC, Raymond C. Green, LLC Stein Fibers, LLC Blue Vista Capital Management, LLC Capital, LLC and others, the defendants' other shell corporation "loan sharking fronts," which member defendants Raymond Green, Peter Spitalny, Thomas Quinn and George Mclaughlin, converted as alter egos for the unlawful racketeering activities.

316. On information and belief, such defendants commingled their personal finances with NE Edge, Stein Fibers et al funds and assets. Moreover, Defendants Green, Spitalny, Quinn, Mclaughlin and Bornstein are listed as the owners of the various entities—notably NE Edge LLC, formed by Defendants as a "shell corporation," they have used to buy out from underneath, back door and usurp from Plaintiffs, upwards of $6,500,000 in purchase contract deposits, and upwards of $1,500,000,000 in data campus development acres. All the rightful property and ownership interests of the Plaintiffs.

317. The Count I Defendants maintain control of the NE Edge Enterprise including entities that engage in interstate commerce and whose activities affect interstate commerce.

318. The Count I Defendants violated 18 U.S.C. § 1962(c) by "conducting or participating, directly or indirectly, in the conduct of such enterprise's affairs through a pattern of racketeering activity."

319. The Count I Defendants also violated 18 U.S.C. § 1962(d). which prohibits "any person to conspire to violate any of the provisions of" 18 U.S.C. §§ 1962(a)-(c), because they knowingly agreed to commit, and subsequently engaged in. a pattern of racketeering activity.

320. As a result of the Count I Defendants' pattern of racketeering activity in violation of 18 U.S.C. § 1962, Plaintiffs were injured in their business and property, within the meaning of 18 U.S.C. § 1964.

321. As a result of their misconduct, the Count 1 Defendants are liable to Plaintiffs for losses in an amount to be determined at trial.

322. Pursuant to RICO, 18 U.S.C. § 1964(c), Plaintiffs are entitled to recover treble damages, plus costs and attorneys' fees, from the Count I Defendants.

COUNT VIII
DIRECT PURCHASE AND INVESTMENT ENTERPRISE THROUGH DEFENDANT "SHELL CORPORATIONS" IN VIOLATION OF RICO 18 U.S.C. § 1962(A), (B), (C), (D)

323. Plaintiffs incorporate all preceding paragraphs by reference.

324. This count is against Defendants' Enterprise corporations and companies of the Defendant Does (collectively the "Count II Defendants").

325. Each Count II Defendant is a "person" as required by 18 U.S.C. § 1961(3).

326. On information and belief, at all times material to this action, each Defendant was the agent, partner, alter ego, subsidiary, and/or co-conspirator of and with the other Defendants, and the acts of each were in the scope of that relationship. On information and belief, each Defendant knowingly and intentionally agreed with the other to carry out the acts alleged in this Complaint. On information and belief, in doing the acts and failing to act as

alleged in this Complaint, each Defendant acted with the knowledge, permission, and consent of the other, and each Defendant aided and abetted the other.

327. The Direct Purchase and Investment Enterprise consisting of each Count II Defendant, is an "enterprise" as defined in 18 U.S.C. § 1961(4), associated for the common purpose of profiting from acquisitions, investments. and business activities of Plaintiffs, through fraud, tortious interference, perpetration of a loan sharking and unlawful debt collection lawsuits and legal fee kickback schemes, in which business and payments were made to Defendants in connection with the Plaintiffs legitmate Development and Investment companies.

COUNT IX
CONSPIRACY TO INTERFERE WITH CIVIL RIGHTS
VIOLATIONS OF 42 U.S. CODE § 1985
(Against Enterprise Member Defendants Peters and Brier)

328. Plaintiffs incorporate all preceding paragraphs by reference.

329. Defendants Kevin Peters and Michael Brier, set out to harass and intimidate and the wife of Plaintiff Nicholas Fiorillo, who has stated in open court that she has no "discovery documents," and knows nothing of her husband's businesses or real estate investments, as a special needs educator and homemaker caring for her two children.

330. Despite her complete lack of involvement, Mrs. Fiorillo was ordered to appear at a contempt hearing scheduled for June 6, 2022, without the benefit of counsel accompaniment, as the Fiorillos had recently dismissed their attorney due to a conflict.

331. Mrs. Fiorillo expressed concern about not having the right to have legal guidance at the hearing, the prospect of which caused her undue stress and exacerbated a pre-existing heart condition which was made known to the Court.

332. Shortly before the scheduled June 6th deposition of Mrs. Fiorillo, Mr. Fiorillo received a demand letter for tens of millions of dollars, which represented that if he entered into

an agreement to pay this money which was neither due or owing to any of the parties involved, his wife would not have to attend the deposition because it would be canceled.

333. After refusing to capitulate to this blackmail, Mrs. Fiorillo was deposed without counsel by Mr. Peters and Mr. Brier, in clear violation of her civil rights.

334. As a direct result of the relentless brow-beating by Mr. Peters and threats to Mrs. Fiorillo that she would be jailed if unable to answer the question, and without legal counsel to prevent this, Mrs. Fiorillo had a cardiac episode and collapsed to the ground.

335. The conspiracy to violate the civil rights of Mrs. Fiorillo by Defendants Peters and Brier, was the direct and proximate cause of injuries sustained by Plaintiff's wife.

COUNT X - 43 U.S.C. § 1983
(Conspiracy Claims against Defendants Peters, Powers and Dugal)

336. Plaintiffs incorporate all preceding paragraphs by reference.

337. Municipal Defendants Officer Powers and Detective Dugal, conspired with Enterprise Member Defendant attorney Kevin Peters, to reach an understanding as to how the BPD would deprive plaintiff Nicholas Fiorillo of his constitutional rights on the day of Mrs. Fiorillo's Deposition of June 6, 2022. Defendants Powers, Dugal and Peters were all willful participants in this joint activity between the Police as agents of the State, and this private citizen attorney.

338. Although Defendant Peters was the aggressor in the aftermath of Mrs. Fiorillo's collapse in his office, as he would later concede to, Officer Powers and Detective Dugal went along with the agreement previously made with Peters, that it would be Plaintiff Nicholas Fiorillo who would be charged with the crime of assault and not him.

339. Each Defendant, knowingly acting for illegal purposes, threatened, intimidated, and maliciously charged and prosecuted plaintiff Nicholas Fiorillo, in order to accomplish unlawful ends, and then continued even after Defendant Peters admitted under oath that he was not assaulted by Fiorillo, which constitutes a conspiracy.

340. Each of the defendants, knowing that their conduct was illegal, unethical, and unconstitutional, acted in concert for improper and illegal purposes, and assisted and encouraged one another, in violating the plaintiff's rights and continuing to proceed with malicious prosecution of him for opposing the other defendants' attempts to coerce him into signing an unconscionable and usurious "settlement agreement."

341. In Massachusetts and across the Country, a common law claim of civil conspiracy lies where "a plaintiff sustains damages as a result of an act that is itself wrongful or tortious." Dunlap v. Cottman Transmission Sys., LLC, 754 §.E.2d 313. 317 (Va. 2014). Massachusetts law also recognizes a statutory claim of civil conspiracy where "two or more persons who combine, associate agree, mutually undertake or concert together for the purpose of (i) willfully and maliciously injuring another in his reputation, trade, business or profession by any means whatever or (ii} willfully and maliciously compelling another to do or perform any act against his will, or preventing or hindering another from doing or performing any lawful act." As alleged in the preceding paragraphs herein, Defendants have conspired to engage in fraud, tortious interference with contractual and business relationships, and unlawful racketeering and enterprise activity against Plaintiffs.

342. Under the statutory claim for civil conspiracy, Plaintiffs are entitled to recover three-fold the damages by him sustained, and the costs of suit, including a reasonable fee to plaintiff's counsel. Plaintiff is also entitled to "loss of profits."

COUNT XI - 42 U.S.C. § 1983
(Claims against Defendants Powers, Dugal, and Doe Defendants for Malicious Prosecution)

343. Plaintiffs incorporate all preceding paragraphs by reference.

344. On or about June 6, 2022, Officer Powers, Detective Dugal and Doe Defendants committed or conspired to commit a malicious prosecution of Plaintiff Nicholas Fiorillo, by maliciously causing a judicial process to commence, through contrived criminal charges against him, without evidence or probable cause, and with malice.

345. Fabricated evidence was introduced in the criminal proceedings, based upon a fraudulently conducted investigation into the subject incident at the law office of Defendant Kevin Peters.

COUNT XII - 43 U.S.C. § 1983
(Supervisor Liability Claims against Doe Defendants Supervisors in the BPD)

346. Plaintiffs incorporate all preceding paragraphs by reference.

347. Under the facts involving the malicious prosecution of Nicholas Fiorillo, the Doe Defendant police supervisors at the BPD are liable for the violation of his federal civil rights, where said supervisor was not present but his or her conduct caused the injury. There is a causal connection between supervisor conduct and injury to Nicholas Fiorillo, whose constitutional rights were violated, a violation caused by a person acting under color of law. malicious prosecution and municipal liability in violation of 42 U.S.C. § 1983.

COUNT XIII
FRAUD
(Against Enterprise Member and Corporate Defendants)

348. Plaintiffs incorporate all preceding paragraphs by reference.

349. In Massachusetts, a party alleging fraud must prove by clear and convincing evidence (1) a false representation, (2) of a material fact, (3) made intentionally and knowingly, (4) with intent to mislead, (5) reliance by the party misled. and (6) resulting damage to him.

350. Defendants made false representations, because they represented and warranted to Plaintiffs that: (i) they did not pay or receive any undisclosed referral or other fees to third parties in relation to the Connecticut Gotspace Data Campus sites and contracts to purchase, and (ii) the defendant's "pre-negotiated" NE Edge Purchase contracts were over-inflated and not competitive fair market deals, executed in Plaintiffs' best interests and in compliance with all relevant laws of the Rhode Island, Connecticut and Massachusetts Board of Realtor and licensor rules, and Attorneys Code of Conduct.

351. The facts that Defendants misrepresented or omitted were material. As set forth herein, a central component of Plaintiffs' data land contracts, was the parties' agreement that "no" referral fees to third parties would be paid, and that employees responsible for ensuring the execution of those transactions, would comply with all relevant laws and codes of conduct.

352. Plaintiffs' execution of the Gotspace Data Land transaction was expressly premised on the understanding that the Company was paying a competitive market price in an arms-length transaction, not one unlawfully inflated by millions of dollars, due to Defendants' fraud and kickback scheme.

353. Defendants knowingly and intentionally made the above and other misrepresentations or omissions to Plaintiffs, to induce them to enter into land contracts and purchase agreements which Defendants knew involved prohibited and/or undisclosed payments.

354. The Count I Defendants knew at the time they covenanted not to pay third party referral fees, that they would channel payments through their "shell corporations" via kickback ("Independent Contractor") agreements with John Doe 3rd party consultants, which in turn resulted in payments to Enterprise members and others, in violation of applicable laws and Attorneys Code of Conduct.

355. Count II Defendants likewise intentionally recontracted the Gotspace Data contract with Plaintiffs, at a price they knew was not the competitive market price represented to them, in accordance with procurement standards, and in some cases 2 or 3 times more than what had been previously negotiated with the sellers.

356. On information and belief, upwards of $50,000,000, a 2X to 3X increase in purchase price, unbeknownst to the Plaintiffs, was to be split between the Defendants and the sellers, in an illicit kickback scheme.

357. Defendants made these misrepresentations and omissions with the intent to mislead Plaintiffs and fraudulently expropriate their lease and purchase contracts (on all of the Gotspaec Data Campus Land Contracts for properties), so they could reap tens of millions of dollars in unlawful fees, real estate commission kickbacks and other splits of upwards of $50,000,000, from their inflated "pump, dump, back door" via NE Edge LLC's repurchase of land contracts.

358. Plaintiffs relied on Defendants' misrepresentations and omissions to their detriment.

359. Plaintiff entered into lease transactions in reliance on Defendants' misrepresentations that no undisclosed fees would be paid on the transactions, that the transactions were in Plaintiff's best interests, were in compliance with Attorneys Code of Conduct, and that the price Plaintiff paid for these Data Campus sites, were competitive market prices.

360. The Defendants knew that Plaintiffs would not have proceeded with the transactions, had they known of the payments channeled to Defendants' insiders, consultants and relatives.

361. As a direct result of Plaintiffs' reliance on Defendants' material misrepresentations and omissions, they sustained at upwards of $30,000,000,000 (thirty billion dollars) in damages, including but not limited to the realized development profits and equity creation from the construction of Gotspace Data Partners' (30) $1,000,000,000 hyper scale data centers and 5 campus master development centers, and the costs and fees paid to members of the NE Edge Enterprise, on loan and purchase contracts they procured through fraud in the inducement of investment and loan contracts, and NE Edge kickback schemes with the data land sellers.

362. Plaintiffs' reliance on Defendants' misrepresentations and/or omissions resulted in damages to Plaintiffs.

COUNT XIV
TORTIOUS INTERFERENCE WITH CONTRACTUAL AND/OR BUSINESS RELATIONS
(Against Enterprise Member and Corporate Defendants)

363. Plaintiffs incorporate all preceding paragraphs by reference.

364. The elements of tortious interference are: "(1) the existence of a valid contractual relationship or business expectancy; (2) knowledge of the relationship or expectancy on the part of the interferor; (3) intentional interference inducing or causing a breach or termination of the relationship or expectancy; and (4) resultant damage to the party whose relationship or expectancy has been disrupted."

365. Plaintiffs entered into contractual relationships and/or business expectancies with Defendants, their affiliates, and other partners as alleged herein.

366. Defendants had knowledge of these contracts, relationships, or business expectancies.

367. Defendants acted intentionally to induce or cause a breach or termination of Plaintiffs' contractual relationships or business expectancies by, among other things, charging fees that were not authorized by Plaintiffs, and/or were affirmatively prohibited by Plaintiffs' contracts and/or business policies and practices, and otherwise engaging in unlawful conduct that impeded or injured Plaintiffs' contractual or business relationships with non-defendant parties.

368. Plaintiffs have been harmed by, and are suffering from ongoing and imminent threats of additional harm from, Defendants' tortious interference with Plaintiffs' contractual and/or business relations as detailed above.

369. Injury and damages include, but are not limited to: irreparable harm to the business relationships at the affected the Plaintiffs real property data sites; immediate economic damages resulting from inflated and fraudulent transaction costs and non-competitive bidding; damages associated with replacing NE Edge LLC et al, and other

Defendant-affiliated entities at the affected sites, which transition involved substantial business time, attorneys' fees, and site responsibilities; and damages caused by site disruption, development delays, and the associated loss of goodwill, and reputational harm.

370. Although many of these harms are compensable in money damages, the injury to Plaintiff's ongoing business and business relationships is not, and regardless injunctive relief is necessary to prevent the Defendants from spoliating evidence and assets essential to recovery of monetary relief.

COUNT XV
INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS
(Against Enterprise Member and Corporate Defendants)

371. Plaintiffs incorporate all preceding paragraphs by reference.

372. The defendants intended to inflict emotional distress on the plaintiff and should have known that their conduct would inflict emotional distress on plaintiff Nicholas Fiorillo .

373. The defendants' conduct was extreme and outrageous, beyond all bounds of decency and utterly intolerable in a civilized community.

374. The distress suffered by the plaintiffs was severe and of the nature that no reasonable person could be expected to endure.

375. As a result of the defendants' unconstitutional and unlawful conduct, Plaintiff Nicholas Fiorillo was threatened, intimidated, and maliciously prosecuted, to which he objected because those acts were unlawful and unethical.

376. The plaintiff was disciplined, and suffered damage to his reputation, and severe emotional distress, as a result of the defendants' outrageous conduct.

COUNT XVI
VIOLATION OF FOIA BY THE POLICE AND MUNICIPAL DEFENDANTS FOR FAILURE TO MAKE PROMPTLY AVAILABLE THE RECORDS SOUGHT BY PLAINTIFFS' REQUESTS
(Against Municipal Defendants)

377. Plaintiffs incorporate all preceding paragraphs by reference.

378. Plaintiff Nicholas Fioriollo has a legal right under FOIA to obtain Municipal records and information he has requested in FOIA requests associated with the following as described herein

379. There exists no legal basis for the Municipality's failure to make these records and this information available to the public.

380. The Municipal Defendants' failure to make promptly available the records and information sought by Mr. Fiorillo's requests violates FOIA, 5 U.S.C. § 552(a)(3)(A) and (a)(6)(A)(ii) and applicable regulations promulgated thereunder.

COUNT XVII
BREACH OF CONTRACT
(Against Enterprise Member and Corporate Defendants)

381. Plaintiffs incorporate all preceding paragraphs by reference.

382. *The elements of a breach of contract action are (1) a legally enforceable* obligation of a defendant to a plaintiff; (2) the defendant's violation or breach of that obligation; and (3) injury or damage to the plaintiff caused by the breach of obligation.

383. Plaintiffs and their affiliates executed contracts with Defendants stating, among other things, that Defendants did not have any third party broker, finder, or similar referral contracts or arrangements in relation to the the Gotspace Data Land Contracts , and that the loan sharking transactions and the defendants were providing competitive, fair market deals executed in Plaintiff's best interests and in compliance with all relevant laws and Attorneys Code of Conduct.

384. Notably, the land contracts between Plaintiff and the Sellers and or affiliated LLCs for the Gotspace Data land contracts data campus sites warranted that: (i) there "are no

management agreements, service, maintenance or other contracts .. . relating to the Project other than those" that were "disclosed in writing" to Plaintiff; (ii) the Defendant s "dealt with no brokers, finders or the like in connection with this transaction,"; and (iii) Plaintiff (as Tenant) would not have to pay or reimburse the Defendants -affiliated insiders for any "legal, accounting, or professional fees and costs incurred in connection with lease negotiations."

385. Defendants knew at the time they induced Plaintiffs to sign contracts concerning the Gotspace Data Campus sites, that they had previously executed "referral" agreements as part of the "pump and dump" kickback scheme, and that Defendants would in fact charge undisclosed and prohibited amounts to Plaintiff, including to inflated commissions, unauthorized site fees, and kickback payments they funneled through NE Edge LLC and other Defendants many shell corporations.

386. Plaintiffs have been damaged as a result of Defendants' knowing breach of their contract provisions and warranties.

COUNT XVIII
UNJUST ENRICHMENT
(Against Enterprise Member and Corporate Defendants)

387. Plaintiffs incorporate all preceding paragraphs by reference.

388. In Massachusetts, a plaintiff may pursue a claim for unjust enrichment where he demonstrates that he (1) conferred a benefit on the defendant, (2) the defendant knew of the conferring benefit, and (3) the defendant accepted or retained the benefit under circumstances which render it inequitable for the defendant to do so without paying for its value.

389. Plaintiffs conferred a benefit on Defendants in the form of awarding business contracts, and payments which Defendants procured through fraud, unlawful and inequitable conduct, collusion, and racketeering activity.

390. As alleged above, Defendants knew of the benefits that Plaintiffs conferred upon them, due to fraudulent misrepresentation, and it is unjust that they should retain the benefits of their unlawful activities.

COUNT XIX
CONVERSION AND CONSTRUCTIVE TRUST
(Against Enterprise Member and Corporate Defendants)

391. Plaintiffs incorporate all preceding paragraphs by reference.

392. Under Masshachusetts law, conversion occurs where one uses another's personal property as his own and exercises dominion over it without the consent of the owner. Conversion is any wrongful exercise or assumption of authority, personally or by procurement, over another's goods.. "A conversion may be committed by intentionally . . dispossessing another of a chattel," Restatement (Second) of Torts § 223 (1965), which can occur by intentionally "obtaining possession of a chattel from another by fraud or duress, id, § 221." See also id. § 221 cmt. B ("One who by fraudulent representations induces another to surrender the possession of chattel to him has dispossessed the other of the chattel [and] taking possession of the chattel given under such circumstances is ineffectual to constitute a consent to the taking.").

393. Defendants and/or their affiliates intentionally obtained and exercised dominion and/or control over Plaintiffs' property through fraudulent and otherwise unlawful and inequitable individual and enterprise conduct.

394. Defendants engaged in such conduct without Plaintiffs' consent, and as a result Plaintiffs are entitled to remedies for Defendants' conversion of Plaintiffs' property including but not limited to assets identified in this complaint.

COUNT XX
ALTER EGO/PIERCING THE CORPORATE VEIL
(Against Enterprise Member and Corporate Defendants)

395. Plaintiffs incorporate all preceding paragraphs by reference.

396. In Massachusetts, a court may pierce the corporate veil upon a showing that "(1) the corporation was the alter ego, alias, stooge, or dummy of the other entity: and (2) the corporation was a device or sham used to disguise wrongs, obscure fraud or conceal crime.

397. With respect to the Defendants loan sharing and real estate kick back scheme NE Edge LLC and other front companies known and unknown to plaintiffs, were alter egos of Thomas Quinn, personally, and Doe Defendants, in executing the Direct Purchase Enterprise agreements.

398. Companies NE Edge and CTDCD, LLC were registered to the same address as a former Plaintiffs attorney now Defendant, George Mclaughlin, at Thomas Quinn's employee's personal home address.

399. That former attorney is listed as the "Managing Director" of NE Edge LLC. Another former Gotspace consultant, Christopher Regan, like Thomas Quinn, have signed multiple offers and even purchase agreements with sellers who are contracted with the Plaintiffs, including sellers in Groton, Griswold and Bozrah, CT.

400. These defendants likewise signed the purchase agreement between NE Edge, LLC which has "backdoored" the Plaintiffs' purchase of upwards of $100,000,000 in land contracts, and now has put them at risk upwards of $10,500,000 of capital, which has been invested into Plaintiffs' pursuit of the Gotspace Data Master Development of Digital Infrastructure in New England. .

401. NE Edge LLC, and other "front companies" both known and unknown to Plaintiffs, were devices or sham entities used to disguise wrongs, obscure fraud, and/or conceal other unlawful activities in connection with the sale of the Gotspace Data Campus

sites to Plaintiffs, for at least a $50 million premium which the Defendants procured based on false premises.

COUNT XXI
VIOLATION OF THE ALIEN TORT CLAIMS ACT
28 U.S.C. § 1350
(Against Technology Defendants)

402. Plaintiffs incorporate all preceding paragraphs by reference.

403. The Alien Tort Claims Act ("ATA") provides redress for claims involving aliens who have committed torts in violation of the law of nations (international law) or a treaty of the United States.

404. Universally accepted norms of the law of nations and international law prohibit systematic abuse of human rights, which includes acts of targeting, harassment, persecution, intentional infliction of emotional distress, as well as acts of invasion of privacy, as enshrined in the UDHR.

405. The aforementioned monitoring, surveillance, hacking and/or wiretapping of Fiorillo's iPhone constitutes actionable acts under the ATA for the torts of invasion of privacy. The intentional actions aforementioned of invasion of privacy have harmed Fiorillo in an amount to be proven at trial, and which may allow him to claim punitive damages due to their egregious conduct.

COUNT XXII
VIOLATIONS OF THE FEDERAL COMPUTER FRAUD AND ABUSE ACT 18 U.S.C. § 1030 (a)
(Against Technology and Enterprise Member Defendants)

406. Plaintiffs incorporate all preceding paragraphs by reference.

407. On information and belief, at all times material to this case, each Defendant was the agent, partner, alter ego, subsidiary, parent, and/or co-conspirator of and with the other Defendant, and the acts of each Defendant were within the scope of that relationship; each Defendant either knowingly and intentionally agreed with, or by negligence and omission

failed to prevent, the other(s) to carry out the acts alleged in this Complaint; and in carrying out the acts alleged in this Complaint, each Defendant acted with the knowledge, permission, and consent of the other, and each Defendant aided and abetted the other.

408. Fiorillo is an Apple user. His devices are his subscriptions to Apple iPhone device and iCloud. His iPhone is a "computer" as described by the Computer Fraud and Abuse Act, 18 U.S.C. §1030(e)(1). Pegasus software was installed remotely by Samuel Spitalny and/or Alfred Demirjian, removing the need for physical proximity to Fiorillo's and the other targets' smartphones, as well as eliminating any reliance on local mobile network operators. It also circumvented security measures like the use of encryption, allowing Spitalny, Demirjian and others, to access these infected devices as though they were the devices' users.

409. Defendants Spitalny, Demirjian and others were aware that this software was designed to subvert safeguards that would otherwise alert the targeted user to its presence, and that on Apple iPhones, for example, Pegasus disabled the crash reporting to Apple, with malicious processes that Pegasus runs on devices following an infection, which are then given names similar to those of legitimate iOS system processes.

410. Fiorillo's iPhone is a "protected computer" as defined by 18 U.S.C. §1030(e)(2)(B) because it is "used in or affecting interstate commerce or communications" in the United States.

411. NSO Tech Defendants Defendants violated and attempted to violate 18 U.S.C. § 1030(a)(2) because they intentionally accessed, negligently enabled access and attempted to access the iOS operating system in Fiorillo's iPhone and his iCloud account without authorization and, upon information and belief, obtained information from Fiorillo's iPhone and iCloud account belonging to Plaintiff. Defendants violated 18 U.S.C. § 1030(b) by conspiring and attempting to commit the violations alleged in the preceding paragraphs, by deploying and repeatedly accessing computer servers owned by U.S. technology company, Defendant Apple Inc.

412. NSO Tech Defendants Defendants violated 18 U.S.C. § 1030(a)(4) because they knowingly and with the intent to defraud, aided Defendant Spitalny and Demirjian's access to the operating system on Fiorillo's iPhone, without authorization, using information from the Apple's servers, and then installed highly invasive spyware on Fiorillo's iPhone,and by means of such conduct furthered the intended fraud and obtaining of information about Plaintiff illegally. This access was without authorization from Plaintiffs, as this spyware surreptitiously provided access to the contents of targeted devices of Fiorillo, his family and associates, including cloud accounts, contacts, emails, text messages, GPS locations, and search history.

413. As a result of the fraud, NSO Tech Defendants Defendants obtained or facilitated the obtaining of, something of extreme value: financial and confidential and privileged information and communications between Plaintiff and others, including information and communications concerning Fiorillo's businesses, close business associates and his attorneys. The Pegasus attacks have greatly disrupted Plaintiffs' lives and work. These attacks have also compromised Plaintiffs' safety as well as the safety of their family members, friends and business associates. Plaintiffs have also had to expend substantial resources to ensure their personal safety, and to address serious physical and mental health issues resulting from these attacks.

414. NSO Tech Defendants Defendants' actions caused Plaintiff to incur a loss as defined by 18 U.S.C. §1030(e)(11), in an amount in excess of $5,000.00 during a one-year period, including the expenditure of resources to investigate and remediate NSO's illegal conduct. Plaintiff is entitled to compensatory damages in an amount to be proven at trial, as well as injunctive relief or other equitable relief in accordance with 18 U.S.C. §1030(g).

Damage to Apple User Devices In Violation Of 18 U.S.C. § 1030(a)(5)

415. Plaintiffs reallege and incorporate by reference all preceding paragraphs. Defendant NSO Tech Defendants violated 18 U.S.C. § 1030(a)(5)(A) because they knowingly caused the transmission of a program, information, code, and/or command, specifically the commands needed to carry out the exploits described above, as well as the Pegasus spyware itself, to Apple's servers, and as a result of such conduct intentionally caused damage without authorization to the operating system on Apple's users' devices, including by installing their Pegasus spyware.

416. Defendants NSO Tech Defendants violated 18 U.S.C. § 1030(a)(5)(B) because they intentionally accessed Apple's users' devices without authorization and as a result of such conduct, recklessly caused damage to the operating system on Apple's users' devices, including by installing their Pegasus spyware.

417. Defendants violated 18 U.S.C. § 1030(a)(5)(C) because they intentionally accessed Apple's users' devices without authorization and as a result of such conduct, caused damage to the operating system on Apple's users' devices, including by installing their Pegasus spyware.

418. Defendants violated 18 U.S.C. § 1030(a)(2)(C) because they intentionally accessed and/or caused to be accessed Plaintiffs' devices without authorization and obtained information from those devices.

419. Defendants accessed and/or caused to be accessed Plaintiffs' devices without authorization through attacks that enabled the surreptitious installation of Pegasus on Plaintiffs' devices.

420. Defendants infected Plaintiffs' devices with Pegasus to enable real-time surveillance of those devices and to exfiltrate data from those devices to Defendants and their clients. Once installed, Pegasus provided Defendants and their clients with essentially unlimited

access to Plaintiffs' devices, allowing them to remotely surveil and exfiltrate data contained on those devices and in the cloud-based accounts connected to those devices.

COUNT XXIII
(Violation of M.G.L. c. 272, § 99)

421. It is a crime in the State of Massachusetts to use a device to secretly listen to or record an oral or electronic communication. For nearly two years, Defendant Samuel Spitalny, in conjunction with Defendant-attorney Kevin Peters and aided by Alfred Demirjian of Tech Fusion, embarked upon an electronic eavesdropping campaign, conspiring to arrange for the unlawful wiretapping ot the Apple iPhones of Nicholas Fiorillo, his family members and associates.

422. Utilizing cyberstalking technology from Defendants NSO Tech Defendants, Spitalny, Peters and others, had Demirjian set up Call Interception, in order to "patch into" live phone calls taking place on the Target phones, in real time as they happen, forwarding the Fiorillo's telephonic communications to a predefined number known as a "Monitor Number," located in Toms River, New Jersey, where the Plaintiffs know no one and would not have good cause to have a telephone number from this location, show up repeatedly on cell phone statements.

**COUNT XXIV - THIS IS NOT A CHARGE - OUT
EX PARTE TEMPORARY RESTRAINING ORDER AND
PRELIMINARY INJUNCTION FED. R. CIV. P. 64, 65**

423. Plaintiffs incorporate all preceding paragraphs by reference.

424. All Defendants were engaged in commerce through their business dealings.

425. Defendants committed civil RICO violations. fraud, tortious interference, civil conspiracy, breach of contract, reformation, unjust enrichment. and conversion, when, in the course of commerce, Defendants paid, received, or accepted money as part of the loan sharking proceeds, kickback scheme and/or other unlawful activities committed by or through

the Defendants, the Loan Sharking Enterprise and , and/or the Predatory Investment ;loan to own " Enterprise.

426. Plaintiffs were not aware of Defendants' unlawful activities or Loan Sharking activities and embezzlement kickback schemes.

427. Federal Rule of Civil Procedure 65 addresses the authority of a district court to issue "injunctions and restraining orders," and Rule 65(b) states that a district court "may issue a temporary restraining order without written or oral notice to the adverse party or its *attorney*" where: "(A) *specific facts in an affidavit or a verified complaint clearly show that* immediate and irreparable injury, loss, or damage will result to the movant before the adverse party can be heard in opposition; and (B) the movant's attorney certifies in writing any efforts made to give notice and the reasons why it should not be required." Fed. R. Civ. P. 65(b).

428. Federal Rule of Civil Procedure 64 complements Rule 65 in stating that. at "the commencement of and throughout an action, every remedy is available that, under the law of the state where the court is located, provides for seizing a person or property to secure satisfaction of the potential judgment." Fed. R. Civ. P. 64. The rule goes on to state that the "remedies available under this rule include," among other things. "attachment, garnishment, replevin, sequestration and other corresponding or equivalent remedies," and that such remedies are available "however designated and regardless of whether state procedure requires an independent action."

429. Massahusetts law permits a court to award an injunction whether the party against whose proceedings the injunction be asked resides in or out of the jurisdiction where the injunction is sought, and also to protect any plaintiff in a suit for specific property, pending either at law or in equity, against injury from the sale, removal, or concealment of such property.

430. Massachusetts law further and expressly permits pretrial attachment if the plaintiff sufficiently shows that the defendant "[i]s converting, is about to convert or has

converted his property of whatever kind, or some part thereof, into money, securities or evidences of debt with intent to hinder, delay, or defraud his creditors."

431. Massahsuetss law provides that it is sufficient ground for an action for pretrial levy or seizure or an attachment if the specific personal property sought to be levied or seized, it will be sold, removed, secreted or otherwise disposed of by the defendant, in violation of an obligation to the plaintiff, so as not to be forthcoming to answer the final judgment of the court respecting the same.

432. Plaintiffs are entitled to temporary. preliminary, and permanent injunctive relief enjoining Defendants and their affiliates, agents, and assigns from: (1) disrupting any direct or indirect business or other relationships or vendor performance at or associated with Plaintiffs Gotspace Land Contract Sales; (2) taking possession of and disbursing or otherwise dissipating or converting the forthcoming equity payout that IP] intends to make to Defendants Ne Edge LLC et al and (3) spoliating, dissipating, converting, misappropriating or depleting any evidence or assets related to the conduct at issue in this suit, including the specific funds and accounts identified in the Declaration and Application accompanying this complaint.

433. The Count I Defendants conducted and participated, directly or indirectly, in the conduct, management, real estate development Fraudulent Transaction Enterprise's affairs through repeated acts of racketeering activity amounting to a "pattern of racketeering activity" within the meaning of RICO, 18 U.S.C. § 1961(5). "Racketeering activity" is defined in 18 U.S.C. §1961(1) to include, among other crimes, violations of 18 U.S.C. § 1343 (wire fraud). Anyone "having devised or intending to devise any scheme or artifice to defraud, or for obtaining money or property by means of false or fraudulent pretenses, representations, or promises" is prohibited from making use of "the wires" "for the purpose of executing such scheme or artifice or attempting so to do" under 18 U.S.C. § 1343. "For purposes of this chapter, the term 'scheme or artifice to defraud includes, but is not limited to, a scheme or artifice to deprive another of the intangible right of honest services." 18 U.S.C. § 1346.

434. Pursuant to and in furtherance of their unlawful scheme, the Count I Defendants Lease Transaction Enterprise committed multiple related acts of wire fraud as described in 18 U.S.C. § 1343 by "devis[ing] [a] scheme or artifice to defraud," and by "obtaining money ... by means of false or fraudulent pretenses, representations, or promises" and by transmitting or *causing "to be transmitted by means of wire" "writings, signs, signals, pictures, or sounds for* the purpose of executing such scheme or artifice."

435. These acts of wire fraud included at least 36 wire payments between January 2022 and August 2022 in over $7,000,000 in "sham real estate" investment schemes and real estate development schemes, purported to be legitimate legal and business expenses, contract deposits, political lobbyist payment and consulting fees, travel expenses unbeknownst to the Plaintiffs, the Defendants had embezzled millions in "kickback" payments and "skims" in their illicit referral/kickback legal fee "shake down" rackets and "side" agreements perpetrated by and through the many members of the criminal enterprise, These payments and related activities constitute a pattern of racketeering activity pursuant to 18 U.S.C. § 1961(c).

PRAYER FOR RELIEF

436. WHEREFORE, Plaintiffs respectfully request that this Court:

437. Issue an ex parte temporary restraining order pursuant to Motion to be filed concurrently herewith, enjoining Defendants and their officers, directors, principals, agents, servants, employees. successors, and assigns, and as well as all persons and entities in active concert or participation with them, from:

i. disrupting any direct or indirect business operations or relationships at Plaintiff's conveying, selling, hypothecating any and all Gotspace Data Land Contracts Data Land Purchase Contracts in the State of Connecticut, including Bozrah, CT ; and

ii. spoliating, concealing, wasting. transferring, or otherwise disposing documents, records, communications, files or other evidence or assets used in, or obtained from, the unlawful activities alleged herein, including but not limited to the specific assets identified herein.

iii enjoining any interference with Plaintiffs' ongoing transactions or relationships at the Connecticut Data Campus Sites or Plaintiffs other Self Storage sites or elsewhere;

iv. enjoining any and all of the activity alleged herein, any acts causing any of the injury complained of, and any acts assisting, aiding or abetting any other person or business entity in engaging in or performing any of the activity complained of herein or from causing any of the injury complained of herein; and

v. enjoining Defendants from using or controlling or in any way disposing, transferring. concealing. wasting or spoliating any evidence, assets, or instrumentalities of the Gotspace Data Land Purchase Contracts as well as any other unlawful activity alleged or addressed herein, including the land referenced within the Injunctive Motion accompanying this complaint.

438. Impose a constructive trust on the assets and instrumentalities of the unlawful enterprise and other misconduct alleged or asserted herein, including the preliminary placement in escrow of the specific assets identified in the Declaration and Application accompanying this complaint.

439. Issue a preliminary injunction Order of Lis Pendens, preventing the sale and/or other disposition of the property under contract for purchase, dispute notwithstanding, in the municipality of Bozrah, Connecticut, as well as real property located at 1 Railway Bluffs, W. Yarmouth, MA and 4 Glenwood Road, W. Yarmouth, MA.

440. Enter judgment on all counts herein in favor of Plaintiff and against the Defendants in the amount of $30,000,000,000 billion dollars, an amount clearly substantiated and warranted as the Plaintiffs posses the exclusive Municipal and coveted State of

Connecticut Data Tax innceptigec oppertuenties specgif for the gotspace communtu host agreements and power purchase agreements to the 5 Campus, 6,000,000 square foot 30 hyper scale data center master development plant that the Plaintiffs set out to accipmplish before rhe torstious interececne and loan sharikig of the plaintfisf

441. Declare that Defendants' conduct has been willful and that Defendants have acted with fraud, malice and oppression.

442. Enter judgment awarding Plaintiff actual damages from Defendants of at least the amounts identified in Plaintiffs' Application, and further damages adequate to compensate Plaintiff for injuries sustained as a cause of Defendants' unlawful activities as alleged herein, including but not limited to interest and costs. in an amount to be proven at trial.

443. Enter judgment disgorging Defendants' profits and other ill-gotten gains.

444. Enter judgment awarding statutory treble damages as well as other enhanced, exemplary. and/or special damages, in amounts to be proven at trial.

445. Enter judgment awarding all reasonable attorneys' fees and costs.

446. Grant Plaintiff any and all other relief that the Court deems just and proper.

Dated: March 27, 2023

Respectfully Submitted,

GOTSPACE DATA LLC, et als
by: Corporate Counsel

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GOTSPACE DATA, LLC et als. v. NE EDGE, LLC et als.

INDEX OF EXHIBITS

EXHIBIT A

Gmail

Gotspace Funding of 12.5m and Guarantees of Principle

Thomas Quinn <tquinn1313@gmail.com> Tue, Sep 14, 2021 at 6:02 PM
To: Peter Spitalny <peter@steinfibers.com>, Jake Spitalny <jakes@steinfibers.com>, Jake Phelan <jtphelan95@gmail.com>, Steve Quillinan <sjquillinan3@gmail.com>, Shawn.Townsend@gmail.com, NICHOLAS FIORILLO <Metrowestrealty@yahoo.com>, raygreen@raygreen.com

Peter, Jake and Steve,

Thanks for taking the call time today and I wanted to share my understanding and to provide a clean pathway to security.

As you know, I sent out a business plan and request for 12.5m to you back in January for your group to review. S&Q initially agreed to fund 12.5M, with 8.5M advanced, the balance of the 4M coming at a later time. At that point as we where trying to lock down all the contracts, pay bills and fund the daily expenses, we where in bad shape and are very thankful you funded this project.

After S&Q agreed to invest, we circulated the 12.5m subscription to the Gotspace fund and went to work. We (Gotspace) immediately invested the initial advances to continue funding our critical Land Contract Deposits and Sources and Uses which were quickly accumulating. Upon receipt of your advances, these funds were immediately deployed to perfect the land deposits, pay attorneys, advance the state and local entitlements and fees for political representation. We had well over $1,500,000 at that time in promised consulting and professional fees, with many other line item expenses. Through a progression of land acquisition contracts and professional fees related to the business plan it was steadily determined that the pre-Legislative vote budget risk we needed for these immediate costs was always 8.5m. Gotspace stretched promises to pay professional services and negotiated average land deposits to well under 5% of face value of contract, to make due without the other 4m until after the vote.

It was a very trying process, but we SUCCEEDED! Immediately after, the work moved to local entitlements, and all Town Agreements are now complete. Our efforts came in under original budget.

Since we started, S&Q has funded over 6M. As funding stopped Ray Green was tapped to continue pick up the ongoing shortfalls, as an emergency measure, understanding once the risk was removed through Legislation and local entitlements, the funding would continue.

This initial short funding served as an expensive band aid of sorts, yet placed the company in serious jeopardy within a few short months as our professional teams and PSA extension costs went unfunded.

It was clear Gotspace's team and S&Q knew the company ran out of money a few months ago, I myself was on many calls with Steven and Shawn, who where always supportive, but no funding was further deployed.

In fact, Nick, who had previously funded approximately 1.5M from his own accounts, then went to Ray Green and modified the RG loan again to keep the company from failing... at high interest and points.

Gotspace was always transparent, from the first provided Land Acquisitions Plan, showing the complete picture...and as deposits were provided to CATIC that information was transferred to a Land Deposit Matrix.

Gotspace could have never succeeded if the multiple extensions with negotiated hard money wasn't covered with RG.

Then the breakdown happened. 100s of hours of inner fighting and finger pointing left Gotspace in chaos. We have been leaving the legal, political, professional, and other smaller invoices totally unpaid. This lack of funding created risk to all investment dollars, and that risk remains. Gotspace is poised to earn Hundreds of Millions of dollars on the land sales alone.

The funding required to finish this process remains at 12.5M. This funding will provide security for all the funds invested. With this 12.5M we can finish, getting those paid that have stopped working entirely simultaneously securing extensions as cheaply and aggressively as possible, and getting our first end user contracts signed.

This will be accomplished in a way commensurate with standard security practices, and guarantees to the lender,

1) *Balance funding to 12.5M*
2) All PSAs, approximately 900 pages, shall be assigned to Gotspace Data Partners LLC.
3) A pledge of 100% of the shares (Tom and Nick) from Gotspace Data Partners until the principal balance of 12.5M and the doubler of 12.5M are paid in full to S&G with a preference.
4) A 10% share in the Data Fund One entity, the lending vehicle to Gotspace Data Partners.
5) FULL RELEASES TO AND FROM ALL PARTIES.

Gotspace holds 6 Hyperscale Data Campuses, all in very valuable areas of inexpensive utility with Legislation, Host Fee Agreements and Utility Contracts and/or Term sheets that are in place now for all municipalities.

Gotspace is aggressively working with a number of Hyperscale companies now with very good traction on two now, more will follow soon.

Based on National cost per acre for entitled Data siting land compared to the cost of the land locally and with the ready to market entitlements, Gotspace will CLEAR INVESTMENT DEBT with the VERY FIRST CLOSING.

This means you will by fully secured with all shares owned by Tom and Nick until the first closing, at which time the shares are released back, and S&Q will be preference paid in full, with doubler, from that very first closing.

Gotspace is the Master Developer. This project is a huge success to date. My personal goal for all involved *is to finish this project with sales of land to protect not only your investment but also the success of what* others have called the best Real Estate Data Deal in the country.

Peter, Jake and Steve, we must be funded quickly, with a balance of the 12.5M. Without this remaining capital funded immediately our company will not make it to the end of the month and will lose 2 campuses by Friday with a value of approximately 200M dollars.

Time is extremely critical.
We've all worked so hard on this huge deal. Please accept the guarantees offered to finish it .

As promised, I will reach out tonight. How does 7pm work for you?

Thanks you,

Thomas Quinn CEO

EXHIBIT B

gotspace Development

Gotspace Data Fund One, LLC
268 Newbury Street, 4th Floor
Boston, MA 02116

WRITTEN CONSENT OF THE
MAJORITY OF CLASS A MEMBERS OF GOTSPACE DATA FUND ONE, LLC

The undersigned, being the majority of Class A members ("**Members**") of **GOTSPACE DATA FUND ONE, LLC**, ("**GDF1**") a Massachusetts limited liability company (the "**Majority Members**"), *hereby consent to the adoption of the following recitals and resolutions and to the* actions set forth herein as of September 15, 2021 and after such consent of Majority of Class that had previously removed Thomas Quinn and Manager and Officer:

WHEREAS, it is in the best interests of the majority Members for GDP to vote , as per said operating agreement giving said authority to the majority of the members, Nicholas Foriollo as the major stakeholder and manager and officer by such all authorization to act on the behalf of GSDP; Amend the Gotspace Data Partners, LLC corporate documents and vote to take the following actions by said manager Nicholas Fiorillo as officer absolute, if such title of CEO of Gotspace Data Partners, LLC.

actions:

1. Ceasing all funding to Gotspace Data Partners, LLC,
2. Filing a notice of foreclosure of collateral of $12.5m to Gotspace Data Partners, LLC, and
3. Engage corporate counsel to aggressively pursue its collateral and prosecute any bad actors, stakeholders, and/or corporations or individuals who have harmed or continue to harm the company and its innocent stakeholders.
4. Send notice of default to S & Q Data of their failure to fund on the $9.65m note, balance remaining of $3.52m.
5. Immediately contact the state and federal agencies that would be of assistance in investigating and preventing any further harm to the company or its officers.

6. Execute and enter into this day, the Promissory Note and Secured Credit Facility-Evergreen Capital Facilitation Agreement with Got Capital LLC and Gotspace Data Partners, LLC.

7. Agree, allow and support the corporate resolution and issuance of 50% of the issued stock of Gotspace Data Partners, LLC and accept such dilution of GSDF1 25% Preference A Shares to be reduced to 12.5% Preferred Stock A of Gotspace Data Fund One, LLC in exchange and for the consideration of the Promissory Note and Secured Credit Facility and access to future capital and the mutual exchange of consideration of between $8,000,000.00 and $10,000,000.00 in previously deployed capital, and $1,000,000.00 of previously invested capital and contribution of sweat equity and any and all consideration in the exchange for the capital, so invested to date and pledge of promise of investment and facilitation of debt and equity and capital from Got Capital, LLC and it's principle, Nicholas Fiorillo.

8. Bring a Federal Action against all "Bad Actors", Thomas Quinn, Peter Spitalny, Jake Spitalny, Sam Spitalny, and S & Q Data for their numerous violations of the Racketeer Influenced and Corrupt Organizations ("RICO") Act (18 U.S.C. § 1961 et seq.)and (18 U.S.C. 1958(a)(b)), and seek an amount of damages of at least $100,000,000 in damages for their willful misconduct and criminal conspiracy and/or violations of numerous state and federal law claims of breach of contract, tortuous interference of business contracts and relations, unjust enrichment and/or breach of duty of loyalty, where the Bad Actors have conspired to perpetrate a fraudulent loan-to-own-under-funding-equity-embezzlement schemes to extort, convert and launder money and property from Gotspace Data Partners, LLC and Gotspace Data Fund One, LLC and it's innocent stake holders throughout the states of New York, Connecticut Massachusetts and Rhode Island.

9. To take all other corporate actions and duties necessary to continue the *ongoing business and day to day duties at Gotspace Data Fund One, LLC.*

I have so now stated to the stakeholders of this company, I Nicholas Fiorillo have take above aforementioned emergency actions and corporate resolutions to immediately protect, prosecute and secure Gotspace Data Fund 1, LLC financial investments to date and for the future forward benefit for those innocent stakeholders of said of corporation.

It is so stated and enacted, by the corporate governance of GSDF1, Nicholas Fiorillo as manager and officer and majority stakeholder. Has hereby approved and has voted to take action as stated herein, for the beneficial interest of the company.

Nicholas Fiorillo

____

Gotspace Data Fund One, LLC

manager/member/majority stake holders

EXHIBIT C

gotspace Development

Gotspace Data Partners, LLC
268 Newbury Street, 4th Floor
Boston, MA 02116

Formal Notice of Emergency Meeting of the Stakeholders-Notice of corporate actions taken by Nicholas Fiorillo, Manager/Majority Stakeholder/Officer, Gotspace Data Partners, LLC and other Corporate Resolutions taken this day under an emergency basis

Emergency Stakeholder Meeting – Engagement and Appointment of Michael Grella to Gotspace Data Partners, as COO- Dilution of Preferred A Shares - Report of Findings & Results of Stakeholder Thomas Quinn's refusal to provide sub-contracted consulting and entitlement services and further breach of fiduciary duties and demand to turn over corporate communications and disclosure of all GSDP traction Quinn has blocked & other Corporate Resolutions taken this day under an emergency basis

Dear Stakeholders:

As founder, investor, and majority stakeholder of GotSpace Data Partners, LLC (GSDP) by and through control and majority stake of Gotspace Data, LLC (GSD), Got Capital LLC, LLC (GC) and GotSpace Data Fund One, LLC (GSDF1), I, Nicholas Fiorillo, with the majority and full corporate authority of said and subsidiary companies of Gotspace Data Partners, LLC; now having determined that our company must take emergency corporate actions in order to preserve and protect our corporate assets, proprietary contracts of land, entitlements and approvals, financial investment and forward pursuits of our company's Master Development plan of the New England Data Corridor. We must immediately take a number of immediate corporate actions to save our company from financial ruin, preserve our credibility and reset our path forward to fully permit and entitle our Data Campus projects in the State of Connecticut. Whereas, we have now engaged, employed and partnered with the former Director of Economic Development of Amazon, Michael Grella. Where on this emergency basis, he has accepted the COO position at Gotspace Data Partners, LLC. As an inducement and condition of "coming aboard" with his employment, the company has paid a signing bonus and issued Mr. Grella a 5% Preferred A Share and equitable stake in Gotspace Data partners,LLC. The company has taken these emergency action to employ Mr. Grella this day and other necessary emergency actions to protect and preserve GSDP assets, land purchsae contracts, permitting progress and financial well being that are further delineated in this letter to our stakeholders.

Gotspace Data Partners, LLC Installs Michael Grella as Chief Operating Officer (COO) Former Head of Economic Development of Amazon & Amazon Global Data Business-Hyperscale/Computing Leader

The company has entered into a commensurable employment and compensation agreement with Mr. Grella in exchange for his role as our COO, where he plans to position Gotspace Data Partners as the master developer of The New England Data Corridor. Mr Grella's exemplary hyperlink data development experience coupled with his 7 years as Economic Development Director of Amazon, where he spearheaded AWS both national and international in their entitlement, permitting and development roll-out, of over 50m square feet and $10 Billion of capital investment into the data/cloud/distribution assets for AWS. The news of Mr. Grella's COO appointment here at Gotspace Data, will immediately position GSDP on the National Stage and as the "New Kid on the Data Block" in the Big Data Game for years to come. Through his consulting company "GPS", Apple, Google, *Oracle, AWS and Microsoft and many more Fortune 500 companys, often look to him for guidance* when making Big Data Bets on where they might land their Data Centers next. Mr. Grella's track record of building out start-up teams and attracting the World's best data center executives and the young "start-up" trailblazers of the highly specialized data/prop/tech community, will benefit our company greatly over the coming months. Gotspace Data is back on track to become the Northeast's leader in the Hyperlink Data Development Industry .

Investigative Findings of Stakeholder Thomas Quinn's refusal to provide sub-contracted consulting and entitlement services and further ongoing breach of fiduciary duties and corporate undermining of the GSDP objectives

With our investments between $8,000,000-$10,000,000 now at risk, and over $100,000,000 in contracted land now in peril and GSDP earlier success at the municipal and state level, all on the verge of being squandered away. The company has determined that Quinn's, prior and continued corporate undermining and further bad acts are still to this day, continuing to harm, impede and block our earlier hopes for a successful forward path in completing the corporate objectives of the company. This company has concluded that Quinn and his other "bad apples" are the responsible parties that has brought GSDP to the edge of bankruptcy. Most recently, in hopes to clear the air and settle our internal corporate disputes and to fast track the company "back on track". The company reached out directly and by and through our corporate counsel, numerous times in hopes of a reconciliation. The GSDP ship was sinking fast with Quinn's full knowledge and evil coarse underway, where if he held out a bit longer, he himself , would be hailed as the evil captain that would save his own siniking ship. Where he postioned himself perfectly, as the sole liaison for GSDP. The only one who could reach out to the town's planning and zoning contacts, and get them "back on board" to save his own "GSDP Sinking Ship". He continued to relent and turn away the many "life-lines" that GSDP deployed and would simply not engage. Quinn made ZERO attempt to "come back to work" nor help the company right his wrongs in anyway and never wanted to help bail out his own company. Quinn just continued to spew his pirate orders and attempted to command his his sinister GSDP ghost ship. Quinn has said all along "give me More power, More money and More stake or I will sink this data ship.

It is because of Mr. Quinn's continued insubordinate behavior and flat our refusal to "get back on the front" of the GSDP permitting and entitlement process and finish his contracting services that he is the responsible party crippling the company and bringing GSDP to dead stop. His actions continue to put the entire company and its stakeholders at risk and potentially out and overboard, on a total loss of many millions of dollars and thousands of hours of wasted time, Quinn Gaslight is finally out! It's the company's belief, that Mr. Quinn's primary goal and sinister plan from the onset of his role with Gotspace Data, was no different then his successful coup and sinking of his other data ghost ship, Verde. Quinn's elaborate gaslighting and sabotage, by his own p design was always to gain MORE *monies not due him, MORE control not granted him and MORE shares not due him. His tactic at* Verde was his tactic at GSDP, corrupt the companies entitlement, financing, and contract rights and leverage his masterful plan to "right his own sinking ship" or else. We have unequivocal proof that Mr. Quinn, failed to provide the goods and services the company bargain for and he has continued to perpetrate a concerted effort to inflict financial harm against Gotspace Data Partners and its stakeholders and its subsidiary holding companies

Emergency Notice of Dilution of Thomas Quinn's Stake to 1.5% of GSDP Preferred A Share-for his failure to provide the goods and services promised and prosecute him for the usurping of upwards of $1,000,000.00 of GSDP funds previously paid to him for such services he failed to provide and further offsets

It has been so voted that Mr. Quinn CTCDC, LLC shares of GSDP have been diluted for many multiple reasons including his failure to provide GSDP what it bargained for. This is our formal corporate noticed to Quinn that he has acted in bath faith and continues to do so and our company will continue our internal investigation, engage outside counsel and look to restrain Quinn and his efforts to conspire and sabotage, derail, dismantle, and destruct the very start-up company that Mr. Quinn is a part of.

I, Nicholas Fiorillo as manger, officer, and majority stakeholder had caused the company to initially advanced $1,000,000 to Mr. Quinn for his sub- contracting of future services of entitling and permitting the Gotspace data corridor. These funds will now be levied along with his 1.5% stake in GSDP for his failure to provide so services rendered. Where Mr Quinn has been purporting to be a corporate officer of our company, where he continues to negotiate with outside investors and continues to hide and keep GSDP intrests in the dark and in peril. Where Quinn has Boondoggled the GSDP objectives and continues to position himself in control of the GSDP land contracts , out to double deal himself in and GSDP out of multiple data development oppertunuties of our company. He still continues to hide all positive traction of GSDP, from it's stakeholders and block any outside potential "traction" and/or communications from potential joint venture partners, investment banks and GP/LP data development corporations of the Fortune 100 company's. His intent has always been to keep for himself our successes and never disclose the true value of what we have created to the GSDP stakeholders. He has from the onset of the companies existence, hidden the true international interest from the data center industry and the many intersted data infrastructure companies. He has always positioned the Gotspace data project as his and his only, and has shielded the earlier successes and milestones from stakeholders of the corporation. Quinn's actions continue to be deplorable and all to the detriment of the very company Mr. Quinn has a stake in. These continued actions have threatened the company, risking our investments while putting our corporate structures into disarray.

Corporate Demand of Thomas Quinn to Immediately Disclose and Turn Over all interested parties, partners and outside communicatuibs with potential investors and or joint venture partners or purchasers of GSDP land and Intellectual Property.

Since the founding of Gotspace Data, a "full and transparent" record along with an open-book corporate mantra was enacted with the goal of protecting GSDP and its stakeholders in helping it achieve its mission to seek a fast pace fair and equitable virtual office environment during COVID. Since our founding, all calls have been recorded, all corporate emails and communications are property of the company. Where it has been announced at nauseam and affirmed at nauseam by any and to all stakeholders, affiliate stakeholders and sub-contractors. Quinn must turnover any all communications, offers of investment, offers of purchase and/or any and calls relevant to the GSDP corporate work product forthwith. This transparent policy for full corporate disclosure and transparency must be followed and has been known to everyone at Gotspace Data and its affiliates. Quinn must immediately turnover these documents and provide a detailed record of his communications with any and all outside related business, associates, brokers and/or agents to GSDP.

I, Nicholas Fiorillo have taken the following corporate actions and emergency resolutions this 29th day of October having listed some, but not all corporate actions enacted today, along with other actions, at the emergency stakeholders meeting that are in full force and effect, as so agreed October 29th 2021 , and so duly notice under the emergency basis and conducted, The Emergency Meeting of Stakeholders of Gotspace Data Fund have enacted the following corporate actions and repective corproate vote(s):

1. Amend the Gotspace Data Partners, LLC corporate documents to dilute CTDCD down to 1.5% under the corporate provisions given as the majority of the members holding at least 51% hereby voted by Nicholas Fiorillo as officer absolute, if such title of sole officer.

2. Engage, employ and appoint Michael Grella to Chief Executive Officer and tender his signing bonus and issues him 5% of GSDP Preffered A Share, as now Stakeholder.

3. Placehold 5.0% of Preffered A Share for future C-Suite Officers and enact Mike Grella to seek out GSDP C-Suite team. Cause GSDP to enter into competitive employment and compensation agreement(s) with corporate officers. Offer such 5.0% of stake to certain professional Data Infrastructure GSDP team members and any and all further compensation that shall be offered.

4. Demand Quinn turn over all corporate communjcations, outside contacts and disclose all communcations with all data industry companies and employess, Order Quinn to immediately refund the $1,000,000.00 previously advanced to him for his sub-contractor duties he has failed to provide. Enable GSDP to continue it's ongoing investigation into the corporate misdeeds of all "bad actors" and seek to prosecute these bad actors , and/or corporations or outside individuals who have harmed or continue to harm the company and its stakeholders.

<u>Preference A Share Schedule</u>

Michael Grella	**5.5% Preference A Shares**
Gotspace Data, LLC Shares	**20.5% Preference A**
Gotspace Data Fund One, LLC Shares	**12.5% Preference A**
Got Capital, LLC Shares	**55.0% Preference A**
CTDCD, LLC	**1.5% Preference A**
Shares	
GSDP (C-Suite)	**5.0% Preference A**

I, Nicholas Fiorillo thank you for review of the GSDP emergency stakeholders meeting and continue to make myself available to all stakeholders to discuss our day to day business at GSDP. I hope we can finally reset our forward path, in our pursuit of becoming the Master Developer of the New Engalnd Data Corridor and the corporate actions taken here today will further our path to success !

Sincerely,

Nicholas Fiorillo

CEO of Gotspace Data Partners, LLC

EXHIBIT D

gotspace
Development

GS BEVERLY, LLC
268 Newbury Street, 4th Floor
Boston, MA 02116

AMENDMENT TO THE OPERATING AGREEMENT OF GS BEVERLY, LLC WITH WRITTEN CONSENT OF THE SOLE MANAGER AND MAJORITY OF MEMBERS OF GS BEVERLY, LLC

The undersigned, being the majority of members ("**Members**") of **GS BEVERLY, LLC**, (**"GSB"**) a Delaware limited liability company (the "**Majority Members**"), hereby consent to the adoption of the following recitals and resolutions and to the actions set forth herein as of November 7, 2021:

WHEREAS, it is in the best interests of the Members for GSB to amend the Operating Agreement of GSB to immediately amend the January 2021 operating agreement of GSB to include the following paragraph 3.7;

BE IT THEREFORE RESOLVED that the Members hereby approve the inclusion of the following language, effective in its entirety immediately.

WHEREAS, it is in the best interests of the Members for GSB to remove S&J Bros Storage, LLC as a stakeholder of GSB, as per multiple relevant sections, specifically "Expulsion. A Member may be expelled from the Company by a vote of 51% of the Members (not including the Member to be expelled) if that Member (a) has willfully violated any provision of this Agreement; (b) committed fraud, corporate undermining, theft, or gross negligence against the Company or one or more Members of the Company, or (c) engaged in wrongful any type of conduct that adversely and materially affects the business or operation of the Company, whereas. Such a Member shall be considered a Defaulting Member, and the Company or other Members may also exercise any one or more of the remedies provided by law, as well as loss of the Member's membership interest. The Company may offset any damages to the Company or its Members occasioned by the misconduct of the expelled Member against any amounts distributable or otherwise payable by the Company to the expelled Member"; as well as the Background clause added today regarding the Securities Act of 1933:

1. **BE IT THEREFORE RESOLVED** that the Members hereby approve and support the dilution to 0.0% Share, and removal of S&J Bros Storage, LLC as a stakeholder of GS BEVERLY, LLC based upon investigative findings in which the members of the committed tortious interference, and conspired with outsiders to undermine the corporate objectives.

IN WITNESS WHEREOF, the undersigned have executed this Written Consent as of the date first set forth above, and the foregoing recitals and resolutions shall be of the same force and effect as if regularly adopted at a meeting of the Members held upon due notice. This Written Consent may be executed by facsimile or electronic transmission and such transmission shall be valid and binding to the same extent as if it were an original.

[NO FURTHER TEXT ON THIS PAGE; SIGNATURE PAGE(S) TO FOLLOW]

IN WITNESS WHEREOF, I hereunto set my hand as of the date written above.

MANAGER:

By:______________________________
Name: Nicholas Fiorillo
Its: Manager

CLASS A MEMBER:

Gotspace Equity Fund 1, LLC, a Delaware limited liability company, **(owner of 95.00% of Class A shares)**

By:______________________________
Name: Nicholas Fiorillo
Its: Manager

EXHIBIT E

Gmail **Jake Phelan <jtphelan95@gmail.com>**

Emergency Resolution, Amendment and Resolution to Remove of S & J Storage Bros, LLC and Other Resolutions So Voted

1 message

NICHOLAS FIORILLO <metrowestrealty@yahoo.com> Mon, Nov 8, 2021 at 10:39 AM
Reply-To: NICHOLAS FIORILLO <metrowestrealty@yahoo.com>
To: Jake Spitalny <jakes@steinfibers.com>, Sam Spitalny <spitula91@gmail.com>, steve Q Gotspace <sjquillinan3@gmail.com>, Peter Spitalny <peter@steinfibers.com>, Jake Phelan <jtphelan95@gmail.com>, Nkreuzer <nkreuzer@aol.com>, Brian Sheehan <bsheehan@cscrefi.com>

Dear Stakeholders:

As founder, investor, and majority stakeholder of GS Beverly, LLC & GS Gloucester (GSBGSG) by and through control and majority stake of GSBGSG and it's affiliate companies , Gotspace Equity Fund One, LLC.

I, Nicholas Fiorillo, with the majority and full corporate authority of said "mother-ship company" of our self-storage assets and subsidiary companies of GSB-GSG and their respective, LLCs. Now having determined from our ongoing confidential and internal investigations and review of the ongoing facts and circumstances with our Corporate Investigation Consultant John Trahon and outside financial securities legal counsel, it has been discovered that the former stakeholders Jake Spitalny, Samuel Spitalny and Steve Quillinan and their indirect investor Peter Spitalny, have been conspiring with Thomas Quinn along with other bad actors, to corporately undermine and financial bankrupt Gotspace Data Partners, LLC and now GS Beverly and GS Gloucester and Gotspace Development and it's affiliate development companies and now so have stretched their tentacles into the Gotspace's self-storage interests.

It is hereby determined, that our company must take immediate emergency corporate actions, in order to preserve and protect our corporate assets, financial investment and funding commitments. It must push forward with it's proprietary construction expansion projects and do everything possible to preserve and protect it's valuable and coveted lending relationship with Bluevista Capital and its direct of it's $10,000,000,000 debt fund, Shawn Townsend. Gotspace's accredited institutional debt and equity relationships are paramount to the company's success.

We must shield our company from such bad acts of the S & J Bros, The Spitalny's & Thomas Quinn Criminal Conspiracy against the CEO, Nicholas Fiorillo and his stake in the following companies and their affiliates, Gotspace Data Partners, LLC and GS Beverly and GS Gloucester and Gotspace Development. After multiple calls, emails, txt , calls, to and from the principals of S & J, have gone unanswered.

The continued numerous calls to S & J for emergency meeting for the past several months and their GHOSTING of taking such meeting is ridiculous. The company has now been made aware from Thomas Quinn and other BAD ACTORS, S & J was purposefully "Going Dark" on such meetings, with the intent to bring the company to financial ruin, with the intent to cause the GS Beverly and GS Gloucester loan to Bluevista Capital, to go into default. Quinn was bragging, When the Spitalny's move on storage, Nicky will have to come to terms with their demand of 50% of the stake in Gotspace Data.

The Family office was leveraging the Gotspace Data "Equity Grab" with "Larry's BOONDOGGLE" is inexcusable and in defiance with the forward goals of our company, *to protect our investments, receive the largest returns. The S & Js petty leveraging, and rebuke* calling for a emergency corporate meeting to discuss such issues as our expansion plans, sale(s) of assets and lender critical rebalancing requirements, capital calls, and other extremely time critical business decisions

The company must continue our forward pursuits of our company's construction expansion plans at the Gloucester facility and comply with our lender, Bluevista's loan balance requirements. We have now expelled certain Bad Actors that have been conspiring against our company and it's officers and stakeholders. We must immediately take a number of aggressive, confidential corporate actions to reset our path to success , preserve our credibility and remove all direct and indirect "Bad Actors" on an emergency basis. The company must eradicate these bad actors forthwith and position itself far and away from any illegitimate or questionable and unsavory business practices, past financial regressions or unlawful bad actors associated with such infractions that have been harming our company.

Gotspace's Self-Storage future depends on its transparent and forthright presentation of our sophisticated investment materials, legitimate and professional development experience, corporate and legal governance and the ability to be bankable to many accredited. national and mulit-national institutional financial self-storage focus investment corporations. Gotspace Development's trajectory to it's realization of valuation over the coming year is mission critical to acquire, finance, pledge the company's self storage assets and meet its financial objectives with it's lender Bluevista Capital. In conjunction with the complementing of our self storage relationships, there is zero tolerance for such bad actors within our company.

As our company must continue to take all means necessary, in law and our equity of our corporate governance and accredited GS Beverly, GS Gloucester and Gotspace Equity Fund One, LLC. operating agreements. We are regulated under the Securities Exchange Act of 1933-1934 as amended and adopted, 2010 Dodd-Frank Wall Street Reform & Consumer Protection Act and we must strictly adhere to these regulations.

If we continue to be challenged by any further bad acts from our former stakeholders, we will swiftly look to both the state and federal courts and lawful enforcement divisions available to us and our affiliates for guidance. The Gotspace Corporate Officers, will by any lawful means necessary, look to protect and insure our company's financial future, investors and strategic institutional and Fortune 1000 partners.

We will stand strong and vigilant in our pursuits, as we look to become "the new kids on the self-storage block" and the young leaders in the self-storage space game.

Gotspace Development, LLC
GS Beverly, LLC
GS Gloucester,LLC
Gotspace Space Equity Fund One, LLC

Nicholas Fiorillo

It's Manger(s) & Majority Member(s)

3 attachments

Written Consent of Members of Gotspace Equity Fund 1 re Expulsion.pdf
449K

Written Consent of Members of Gotspace Equity Fund 1 re Expulsion v3.pdf
350K

Written Consent of Members of Gotspace Equity Fund 1 re Expulsion v2.pdf
350K

EXHIBIT F

gotspace Development

GOTSPACE EQUITY FUND 1, LLC
268 Newbury Street, 4th Floor
Boston, MA 02116

AMENDMENT TO THE OPERATING AGREEMENT OF GOTSPACE EQUITY FUND 1, LLC WITH WRITTEN CONSENT OF THE SOLE MANAGER AND MAJORITY OF MEMBERS OF GOTSPACE EQUITY FUND 1, LLC

The undersigned, being the majority of members ("**Members**") of **GOTSPACE EQUITY FUND 1, LLC**, ("**GSEF1**") a Delaware limited liability company (the "**Majority Members**"), hereby consent to the adoption of the following recitals and resolutions and to the actions set forth herein as of November 7, 2021:

WHEREAS, it is in the best interests of the Members for GSEF1 to amend the Operating Agreement of GSEF1 to immediately amend the January 2021 operating agreement of GSEF1 to include the following paragraph 3.7;

BE IT THEREFORE RESOLVED that the Members hereby approve the inclusion of the following language, effective in its entirety immediately.

> **3.7 Expulsion.** A Member may be expelled from the Company by a vote of 51% Of the Members (not including the Member to be expelled) if that Member (a) has willfully violated any provision of this Agreement; (b) committed fraud, corporate undermining, theft, or gross negligence against the Company or one or more Members of the Company, or (c) engaged in wrongful any type of conduct that adversely and materially affects the business or operation of the Company, whereas, such a Member shall be considered a Defaulting Member, and the Company or other Members may also exercise any one or more of the remedies provided by law, as well as loss of the Member's membership interest. The Company may offset any damages to the Company, or its Members occasioned by the misconduct of the expelled Member against any amounts distributable or otherwise payable by the Company to the expelled Member.

IN WITNESS WHEREOF, the undersigned have executed this Written Consent as of the date first set forth above, and the foregoing recitals and resolutions shall be of the same force and effect as if regularly adopted at a meeting of the Members held upon due notice. This Written Consent may be executed by facsimile or electronic transmission and such transmission shall be valid and binding to the same extent as if it were an original.

[NO FURTHER TEXT ON THIS PAGE; SIGNATURE PAGE(S) TO FOLLOW]

IN WITNESS WHEREOF, I hereunto set my hand as of the date written above.

MANAGER:

By:__________________________
Name: Nicholas Fiorillo
Its: Manager

MEMBER:

Nicholas Fiorillo, (member of 65% of GOTSPACE EQUITY FUND 1 LLC)

By:__________________________
Name: Nicholas Fiorillo
Its: Manager and 65% member interest of Gotspace Equity Fund 1, LLC

gotspace Development

GS BEVERLY, LLC
268 Newbury Street, 4th Floor
Boston, MA 02116

AMENDMENT TO THE OPERATING AGREEMENT OF GS BEVERLY, LLC WITH WRITTEN CONSENT OF THE SOLE MANAGER AND MAJORITY OF MEMBERS OF GS BEVERLY, LLC

The undersigned, being the majority of members ("**Members**") of **GS BEVERLY, LLC**, ("**GSB**") a Delaware limited liability company (the "**Majority Members**"), hereby consent to the adoption of the following recitals and resolutions and to the actions set forth herein as of November 7, 2021:

WHEREAS, it is in the best interests of the Members for GSB to amend the Operating Agreement of GSB to immediately amend the January 2021 operating agreement of GSB to *include the following paragraph, under Background;*

BE IT THEREFORE RESOLVED that the Members hereby approve the inclusion of the following language, effective in its entirety immediately.

The membership interests offered through this agreement are offered only to accredited investors who meet Accreditation Requirements, as set forth under THE SECURITIES ACT of 1933 Sub-Section 4(2), Regulation D, Rule 506, and 4(6) the "Accredited Investor Exemption" or are sophisticated investors as the same is provided for in Rule 506(b). Only such person(s) or entities are authorized to receive this agreement and participate in the offering. The interests offered hereby have not been approved or disapproved by the Securities Exchange Commission, or any State's Securities Bureau, nor have the forgoing authorities passed on the accuracy or adequacy of this agreement. Any representation to the contrary is a criminal offense. These interests may not be sold, transferred, or otherwise disposed of by an investor in the absence of an effective registration statement or an opinion of legal counsel that registration is not required. The interests are to be considered illiquid. No public market exists for these interests. The Manager cannot guarantee, warrant, or further assure that any type of liquid market will develop. The interests offered herein are to be considered high risk in nature.

IN WITNESS WHEREOF, the undersigned have executed this Written Consent as of the date first set forth above, and the foregoing recitals and resolutions shall be of the same force and effect as if regularly adopted at a meeting of the Members held upon due notice. This Written Consent may be executed by facsimile or electronic transmission and such transmission shall be valid and binding to the same extent as if it were an original.

[NO FURTHER TEXT ON THIS PAGE; SIGNATURE PAGE(S) TO FOLLOW]

IN WITNESS WHEREOF, I hereunto set my hand as of the date written above.

MANAGER:

By:________________________
Name: Nicholas Fiorillo
Its: Manager

CLASS A MEMBER:

Gotspace Equity Fund 1, LLC, a Delaware limited liability company, **(owner of 95.00% of Class A shares)**

By:________________________
Name: Nicholas Fiorillo
Its: Manager

EXHIBIT H

INTHE UNITEDSTATES COURTOF APPEALS
FOR THE FIRST CIRCUIT

CASE NO. 1:22-cv-11394-DJC

BSI 254 WESTFIELD, LLC and
BSI 254 WESTFIELD MEMBER, LLC,

Plaintiffs,

v.

NICHOLAS FIORILLO

Defendant.

AFFIDAVIT OF NICHOLAS FIORILLO ATTESTING TO A CALL WITH "RGPSQ MEMBER BRIAN SHEEHAN EXTORTION OF 90% OF STOCK OF GOTSPACE DATA AND $500,000,000 IN DATA LAND CONTRACTS, $60,000,000 IN GOTSPACE STORAGE, $50,000,000 IN OCEAN DEVELOPMENT PROFITS THAT TOOK PLACE ON SEPTEMBER 8TH 2021 LAS VEGAS NEVADA MGM COURT SSA CONVENTION PUBLIC COURTYARD

I Nicholas Fiorillo (NF), attest to the following conversations with RGPSQ Member Brian Sheehan (BS), when he called me on my cell phone (508-776-7219) multiple times on September 7th- 8th 2021, while I was in Las Vegas at the SSA and Bankers Expo.

1. Conferences calls with Sheehan and another witness (John Doe #1) took place, during which Mr. Sheehan laid out in detail the RGPSQ Enterprise's intent to financially bankrupt me and my Gotspace/Ocean Companies, and possibly kill me.

2. If I did not turn over control of 90% of Gotspace Data and Storage Partners and my Ocean Development interest to the RGPSQ Bosses, and sign a global release of my claims against them, the Enterprise would make good on its threats.

3. Brian Sheehan went on to tell me that he had been on calls over the past 48 hours, with RGPSQ Enterprise members Raymond Green (RG), Peter Spitalny (PS), Thomas Quinn (TQ), Stuart Bornstein (SB) and had just hung up with the Shawn Townsend (ST), director of Bluevista Capital(BV) , my lender on a $30,000,000 loan to my company Gotspace Storage.

4. It was made clear that if I did not "settle and turn over control of Gotspace et al. and settle, the RGPSQ Enterprise members would all start to send fraudulent default notices, and move to foreclose on my family home, my businesses, and come at me with guns.

5. All of this would happen to me, if I did not turn over what the Enterprise Bosses Raymond Green (RG) and Peter Spitalny(PS), along with underlings Shawn Townsend (ST), Thomas Quinn (TQ) and Stuart Bornstein (SB), demanded.

6. Brian Sheehan threatened me with bodily and financial harm to myself and my companies, on behalf and at the bequest and direct orders of the RGPSQ Enterprise, in a public place with another witness (Joe Doe #1) listening beside me on the call.

7. Mr Sheehan, knowing that I had other people on the call and that I was in a public place, also knew that I had recorded thousands of other corporate calls at Gotspace, as was company policy during COVID-19. In full accordance with SEC guidelines of our accredited operation, Nicholas Fiorillo set such a policy in place, when he founded Gotspace.

8. On that call, (BS) is heard stating:

> ***"Nick, Shawn and I talked earlier in the day, Peter called us to make you aware, that ties into the whole Connecticut (GS 500M) thing that***

ties into Beverly-Gloucester (30M). This is what Shawn told me Peter told him. That the Spitalnys were defaulting you for any number of reasons and they are under the impression that you pledge your equity in Beverly/Gloucester for Connecticut.(RG) One way or the other, either way we are defaulting him. Shawn said Peter got Tom to stand still for 24 hours, while Peter reached out to you, to negotiate a deal with you. That Shawn said you would be left with 10% of the companies, but if we are not able to strike a deal with Nick, Tom will go with full guns blazing to the AGs criminally. Shawn said, "we will go at Nick with full guns blazing, and Nick's going to be in a shit storm from both sides (BV,RG,PS,TQ). If these guys are coming after him, that will force my hand to default the loan (30m) and pursue all remedies. In spite of all this I still like Nick, and I don't want harm to come to Nick and be against Nick."(ST)

9. Brian Sheehan continued to lay out what Shawn Townsend, Peter Spitalny, Thomas Quinn, Stuart Bornstein and Raymond Green, put him up to. He stated: "I am the only one that they (RGPSQ) think can deliver this message to you, as you may still trust me."

A. "Brian you're the only one Nick will listen to or can talk to him, since the Spitalnys and Tom are not talking to him and I can't talk to him." (ST)

B. "Brian, you have privity to the whole thing and have invested (Bluevista) in Beverly Gloucester (30m), and as you two are friends, I don't want to see any harm come to you and our friends." (ST)

10. Excerpts of Demands from the RGPSQ delivered by Sheehan to Fiorillo:

(BS/ST) ***"Anyway, please get hold of Nick tonight, because as far as I understood Peter's message, it sounded like the 24 hour stay that he got Tom to agree to, probably started yesterday. So I think Nick has to come to a deal with these guys (RGPSQ) today, in order to stave off a very ugly situation that could just unwind Connecticut (GS DATA 500M), unwind Beverly Gloucester (30M) and take everything, and the Lifestorage (60M), Ray takes all of his shit and loses a lot of money for a lot of people."***(RG,ST,PS)

(BS) "So that was the full story, and I hope you can get a deal done with Peter."

(NF) "Can you patch Shawn in ? "

(BS) "There is no more to it, he is not going to talk to you. He can't, that's why he called me to deliver this message."

(NF) "So how do I move the ball forward?"

(BS) "With Peter, it sounds like the play here is to get as much as you can for Peter, to get them to put their guns down."

11. I do swear and attest to the following statements, threats and demands that Brian Sheehan stated to me, on behalf and bequest of the RGPSQ Enterprise, as being the whole truth, so help me God.

I have so signed this day under the pains and penalties of perjury, November 30th 2022.

/s/Nicholas Fiorillo
Nicholas Fiorillo

EXHIBIT J

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

SUPERIOR COURT DEPARTMENT
CIVIL ACTION NO.: 21-2894-H

SAMUEL B. SPITALNY, JACOB L. SPITALNY,
STEPHEN QUILLINAN, and S&Q DATA, LLC,

Plaintiffs,

V.

GOTSPACE DATA EQUITY FUND, LLC,
and Nicholas Fiorillo

Defendants,

and

Reach and Apply Defendants.

AFFIDAVIT OF NICHOLAS FIORILLO IN SUPPORT OF DEFENDANTS' EMERGENCY MOTION TO DISQUALIFY ATTORNEYS GEORGE A. McLAUGHLIN, III, MATTHEW E. BURKE, JOEL E. FALLER AND THE McLAUGHLIN BROTHER'S P.C. BASED ON IMPERMISSIBLE, NON-WAIVABLE, AND UN-WAVED CONFLICTS OF INTEREST

I, Nicholas Fiorillo, make this affidavit based on my personal knowledge under oath:

1. I am a real estate development professional with more than two decades of experience identifying tremendous value add commercial and high-end luxury real estate development opportunities and institutional self-storage assets and more recently, large scale digital infrastructure opportunities throughout the United States. I have been successful in the facilitation of tens of millions of dollars of middle market debt and equity capital for these such assets, under the Ocean and Gotspace portfolio brands of our real estate, land and intellectual property investments. Gotspace has been a strategic partner with publicly traded self-storage REITs, where these national companies manage our self-storage portfolio assets under the Lifestorage brand, (LSI,NYSE).

2. I am the founder of the "start-up" Gotspace Data Partners and I am the acting CEO of the regions most exciting digital infrastructure company "www.gotspacedatapartners.com". I am the CEO of the parent company, Gotspace Development and operate these various companies, in a closely held corporate structure of the many companies that are the subject of this very litigation. I am certain, I am a victim of a nefarious and unlawful debt collection action by this group of certain individuals that are my enemies, have "ganged up" on me and are perpetrating a sophisticated sinister and clearly criminal "coup d' etat through their

abuse and fraudulent legal actions they have taken against myself and our development companies, Ocean Development and Gotspace Data and Storage and all of corporate affiliates that are controlled by me.

3. I am certain I have been victimized by a criminal and illicit predatory loan to own investment enterprise and there is a "deep state" concerted effort by these certain individuals, and their "loan to own shops", shell corporations and their own "busted out" and insolvent development company Verde Group, that are now attempting to usurp what ever monies and propetry that may be left from their previous pilfering of the Verde Groups assest that Thomas Quinn and Stewart Bournstein embezzled out of the Verde Company in their now transparent pattern of "loaning to own" other real estate development companies in the States of Connecticut, Rhode Island and Massachusetts as they have been operating their many different loan to own type shell corporations, that they set up clearly to usurp and embezzle tens of millions of dollars from as a what is clearly a "well oiled" money laundering and loan sharking enterprise

4. I have just had discussions with the widowed, Mrs Donna Greene, the heir to the now insolvent, Verde Group land company, where she herself had explained to me, where she has also been victimized and villinized by. I am certain and have now been able to confirm, she has also been attacked and defrauded by many of the same nefarious individuals that have now targeted the Ocean and Gotspace companies development companies and myself for a matter of years.

5. This group of "bad actors" some of whom are attacking this poor woman, Mrs Donna Greene, is now looking to complete foreclosing on her family home and are pursing a 30 million dollar, suspect judgment against her personally, that was left over from the carcass of just another one of this groups "shell-shill-corporations" they have "busted out" once again, over the many years of their suspect real estate "loan to own" development deals, questionable auction fixing and short sale schemes, that Stewart Bourstien, Thomas Quinn and George Mclaughlin have been perpetrating both together and a part for matter of many years. Mrs Greene, as the grieving widow of the now deceased Mr Joel Greene, whom I believe took sick and was demoralized at the hands of these bad actors.

6. Mrs. Greene is being clearly targeted in what I consider a sophisticated "loan to own" scheme that has been perpetrated and orchestrated by George Mclaughlin, Thomas Quinn and their hard money investors Stewart Bourstien. All these individuals have been clearly focused on financially ruining their victims and attempting to usurp upwards of what could be upwards of 1 Billion dollars, in digital infrastructure and traditional institutional real estate and intellectual property appreciation, that the Gotspace and Ocean Family of companies and quite possibly the Verde Groups, sole majority stakeholder, Mrs Donna Green owns and controls in the State of Connecticut.

7. Raymond and Joan Green, Peter Spitalny, Samuel Spitalny and Jacob Spitalny, Thomas Quinn, Stewart Bourstien, Shane Brady and Steve and Larry Quillinan with the tactical legal control of my former attorney George Mclaughlin and Jeff Helman, the "bad actor" co-conspirators. Have been using such predatory collection tactics, to extort myself , my family and my many companies, out of many millions of dollars in cash and property not due or owing them, where they clearly have demonstrated a pattern of "loan to owning" innocent companies and their stakeholders for matter of many years.

8. I am super majority stakeholder and sole manager in many of our corporate affiliates and the sole member, holding at least 95% of the voting rights and equity, where I have been able to successfully create tremendous value add real estate and digital infrastructure development opportunities and have been bringing them to fruition for a matter of years, while delivering substantial profits to those investors. partners and supporters that have have believed in my abilities and our development companies trajectories in the digitial infrastructure and other exciting real estate investments opportunities.

9. Over the last year , I have worked tirelessly, often times between 80- 100 hours a week, feverishly moving the corporate objectives of our companies forward, where we have been successful in recent years in facilitating upwards of 45 million dollars of capital investment for the companies development objectives. It has been accomplished, through a combination of my own personal funds, traditional lending and banking institutions and drawing down on lines of credit and pledging collateral, such as my personal residences, to hard money lenders.

10. *I am certain that Gotspace Data Partners and my affiliated companies* will be successful in their forward pursuits and eventual direct public offering plans to raise upwards of 3.5 billion dollars of capital that will be invested, as Gotspace looks to development the New England Data Corridor. Gotspace Data and Ocean Development Precinct 1, have contracted upwards of 1500 acres of extremely valuable land for the development of 6.5 to a scalable 10 million square foot digital infrastructure pipeline in the New England region. Demand is extremely high, for such digital infrastructure opportunities and it is extremely difficult to identify and entitle the site specific land that is necessary to support the development of hyper-scale data centers and multinational data content providers. Such developable land must be located in close proximity to sufficient municipal utilities, including broadband-fiber and plentiful and affordable electricity.

11. As part of Gotspace Data and our affiliate companies forward path, we plan to acquire our now fully entitled data campus land throughout the state of Connecticut. The company has had a tremendous amount of success and has just installed Michael Grella as it's COO, the former Chief Counsel of Amazon and AWS, and director of infrastructure and e-commerce solutions, world wide. Where since Grella's appointment, Gotspace has been in multiple discussions with many multi-national strategic data center operators and are planning to break ground on our first 32 MW data center campus by the 3rd quarter of 2022. The company's critical path and forward objectives are to joint venture with many of the world's fortune 500 companies, investment banks and digital content and data storage providers and aggressively pursue digital investment opportunities.
12. I founded and formed Gotspace Development over many years ago and more recently founded Gotspace Data Partners, LLC and our affiliated subsidiary Gotspace entities including but not limited to Got Space Data Partners, LLC; Gotspace Data Equity Fund, LLC; Gotspace Equity Fund 1, LLC; and Gotspace Equity Fund One LLC and Gotcapital LLC. As Gotspace and it's affiliates had set out to become the master developer of the New England Data Corridor, we expects the total value creation of this infrastructure project will be between $5 billion and $8 billion dollars and could provide over $750,000,000 billion dollars of economic benefit to the state of Connecticut and the rest of New England.

<u>Attorney Mclaughlin's Prior Representation of Nicholas Fiorillo and his Affiliate Companies 2018-2021</u>

13. In 2018, Gotspace Development, had earlier identified a lucrative large scale mixed use development opportunity and sought out to partner with a regional strategic development partner. I reached out and approached Dick Anagnost and Shane Brady and the three partners then agreed to be come equal 1/3 stakeholders in a "tenant in common" partnership to the acquire the Swansea Mall Property (the "Mall Property") located at 262 Swansea Mall Drive in Swansea, Massachusetts.

14. Through my relationship with Lifestorage, I was initially asked to pursue the project with LSI, in hopes, that Gotspace would joint venture the self-storage component of the project with the national company. Where once the development was completed and cash flow stabilized, they would acquire our self-storage facility and place it into their REIT. I was able to negotiate an amazing acquisition strike price with Carlyle Partners, LLC for a substantially reduced price, some 12 million dollars less than what the seller had still owed his lender. Where Gotspace identified the almost 100 acre development site, and formed a partnership with a very successful regional developer, Agangnost Companies and the questionable developer Shane Brady. This prime location would soon become a $250m, mixed use development, including market-rate apartments, retail space, a large scale self-storage facility and possibly the new home of the Town of Swansea's "Town Hall" and affiliated municipal offices.

<u>Attorney Mclaughlin Contradicting Statements and True Intentions of his Actions are exposed</u>

15. At the January 14, 2022 hearing in front of Judge Loche, it was discovered that Mclaughlin Brothers Firm and my former attorney George Mclaughlin was in fact attempting to "game the system" and had clearly been conspiring by divulging "*privileged and confidential information*", *that only he could of know, about the Swansea*

Mall development deal and forced "push out" sale of Ocean Development Holdings equitable share in the Swansea Development to himself. It is apparent and quantified, there has been numerous violations of the rules of professional conduct that my former Attorney clearly should be immediately disqualified for and immediately be suspended from the Massachusetts Bar, along with and his law firm of Mclaughlan Brothers from being in any position adverse to myself or my companies.

16. McLaughlin has now taken on, as much as 4 questionable collection actions against me in retaliation to my filing of a BBO complaint against him and his firms, for exposing his many heinous violations of the rules of professional conduct and usurping of my real estate development opportunities. Where he has stated on the record, quite boastfully, that he owns a lot of real estate and people just happen to come to him with investment opportunities, he chooses to invests in. Mclauglin has often boasted and bragged to me, he never uses his on money to invest in opportunities and he has been using OPM "other peoples money" where he often brags that most if not all of the funds, he had put "out on the street" was from the "Tip" O'Neil Family.

17. In my own experience and now discovering at least two other real estate developer "victims". and learning about Mrs Donna Greens horrible story of predatory abuse, by the same bad actors that have been attempting to take Gotspace and Ocean down down, these group of bad actors , coupled with Mclaughlins, lawless actions, in both the court system and out on the street. I am certain, what he has done to both my self and others, like Mrs Greene and others, is criminal and he should be prosecuted for his continued pattern of taking advantage of his former clients and stealing their money and property.

<u>Mclaughlin's Tactical Control of the Bad Actors and their attempts to financially bankrupt myself and my companies</u>

18. Mr McLaughlin's modus operandi in life is to "lawyer to own" his victims and usurp business and real estate opportunities from his own clients – he has a well established pattern of such nefarious acts, where he outright bully's and steals his way into such real estate deals. He has been rather successful in his endeavors, and has even forced his own clients into bankruptcy for collection of his legal bills and has used such leverage to usurp millions of dollars of property and money, he was never entitled to. Often times, Maclughlin seeks out these certain clients or "victims", that are in financial trouble and in controversial land disputes with towns and cities, that are plague with stalled or stymied entitlement issues, that need to be settled in short order.

19. He initially conned me into thinking his legal guidance and advice was genuine and proper and now has taken up arms against me and my many companies in a consorted attemp to financially ruin me and my companies and I believe, usurp my multi-million dollar real estate portfolio. He has now claimed on the record at this past hearing, I am now some how his "Partner" in the GS Beverly and GS Gloucester self-storage facilitates, these same properties he earlier had represented on the record at the very same hearing, under oath to the judge, he had no financial or equitable interest in.

20. As a result of the financial market "hard stop" during the pandemic my companies became involved in protracted purchase disputes, with certain sellers that where looking to usurp over 1.5 million dollars in good faith deposit monies my companies had invested into the purchase deposit contracts on the properties such 330 Charger Street Revere MA, and other self storage assets that Gotspace was in the process of aquiring in

Manchester New Hampsire, Bourne Massachusetts, Cranston and Warrwic Rhode Island, King of Prussia Pensaluvanoa and Miami Beach Florida. All of these properties where contracted and under purchase with my company, Gotspace and Mclaughlin was acitvley representing me in these real estate pursuits. As a result of the COVD-19 impacts, my lender, Bluevista Capital was extremely slow in closing on the almost $30 million dollar loan that my company had obtained as the pandemic started to wane in the later winter of 2021.

Attorney Mclaughlin Tortsious Interference with Contracts and Forward Pursuits of Gotspace Self-Storage and direct and proximate cause of Future Equitable Appreiciation of Such Self-storage Assets and Data Assets from such Interference

21. It is obvious to me, he has struck some sort of multi-million dollar hybrid contingency fee agreement to usurp my property and money as he has aligned himself with my adversaries, S & Q Data, Raymond Green, Thomas and the Spitalny family. Where he may think he will be successful in his role as consigliere to Raymond Green, Thomas Quinn and the Spitalny Family, in their efforts to pushing myself, Gotspace Data and our numerous affiliated companies, into financial ruin.

Swansea Mall Redevelopment Project and Mclaughlin Tortious Interference and Embezzlemtn of upwards of 20 Million to 50 million in squandered Development Appreciate to the Determant of his Nicholas Fiorillo and Gotspace Development

22. Attorney George Mclauglin had already been previously working for myself and my companies for a matter of many months, on my various real estate development pursuits and in the spring of 2019, I engaged George McLaughlin, III ("George") and his firm, McLaughlin Brothers, LLC (the "Firm") (collectively "McLaughlin") as counsel to advise me and Got Space, LLC ("Got Space") with regard to the rezoning and permitting of the Swansea Mall redevelopment project as I was now set to close with Brady and Anagnost and the Carlyle Swansea Partners, LLC.

23. On April 17, 2019, I forwarded an email chain between my company and the sellers' attorneys attaching the signed purchase and sale agreement for one of the parcels comprising the Mall Property to George. George responded stating that he had begun to review the Lease as amended (the Walmart Lease), the ECR, and the P&S. He then wrote: "I need the following: 1. Any amendments to the ECR; 2. The first lease amendment dated 12/5/08; 3. The P&S for the main parcel dated 4/1/19 and the first amendment." [Ex. 2, 4/17/19 Email to George.]

24. At no time was Maclaughlin to be a partner in the Mall Property and I considered him to be my attorney on the deal based on my extensive phone and email correspondence with him and his continuing legal advice on the transaction. He did in fact "gaslight" his potential loan to me, but I now realize that Brady and him had their scheme to usurp the property and the 20 million in value that was not rightfully theirs.

25. At no time did George advise me that he was not my attorney on this deal and during our "honey moon" period where he was representing me on numerous real estate deals, my companies were perusing.

26. During the course and scope of McLaughlin's almost 3.5 year representation of me and my many development companies, including Got Space on the Mall Property deal. I provided extensive confidential and privileged information to my attorney , including the disclosure of personal and corporate financial information and information regarding my business strategies in order to help facilitate his representations of me in the many deals I had going at the time.

27. I relied on the legal advice Mclaughlin, where he provided consultation with regard to the Mall Property and multiple self-storage deals, the Newport Beach Club deal and even at one point or another, the Gotspace Data Partners deal. His proffering of information from me and most recently conspiring to simultaneously usurp my Swansea mall ownership and sale proceeds is despicable. I considered him to be my attorney and trusted advisor in the mall transaction. GF Funding, LLC ("GF"). Dick Anagnost also took an ownership stake through SMI Holdings, LLC ("SMI"); and I took an interest through Ocean Investment Holdings, LLC ("Ocean"). Mclaughlin conned his way into the deal with Brady's help and usurped 28% from Ocean Investment Holdings,through Mclaughlin now transparent "lpromise to advise his clients in good faith and "loan to own" scbeme has been perpetrating in the Commonwealth.

Swansea Mall Extortion at Aquisition and at Forced Partnership Freeze Out

28. On March 6, 2019, on behalf of Got Space, LLC, I entered into binding Letter(s) of Intent("LOI") with the seller of the Mall Properties, Carlyle Partners, LLC, to purchase the two parcel, 88 acre, 550,000 square for, dark mall, for approximately $6 million and was successful in negotiating this great purchase for the 100% benefit of my development company Gotspace. [Ex. 1, Swansea Mall LOI.]

29. In the course of McLaughlin's representation of myself and Got Space and my many other development companies, McLaughlin provided me with legal advice including but not limited to review of the Walmart lease which affected the property, Easements with Covenants and Restrictions ("ECR") with Walmart, the purchase and sale agreement, financing, and zoning and legal matters with the Town of Swansea (the "Town").

30. By way of example, in an April 13, 2019 email to McLaughlin, I updated George on the status of the deal, Walmart's agreement to the ECR, and the fact that his skill set, and his firm's name would be helpful in dealing with the Town. I also attached a letter, *in confidence*, regarding Walmart for McLaughlin's review. [Ex. 2, 4/13/19 Email to George.]

31. On April 13, 2019, I forwarded this email to Shane Brady ("Brady"), who I had previously agreed to joint venture the partnership that was to be Brady, Dick Anagnost and myself as equal, tenant in common 1/3 owners of the project. In exchange for my 100% control and assignment of my contract purchase rights, almost 12 million below what the bank was owed on the project, Brady immediately agreed to front 100% of the capital. I needed for the investment the partnership needed to close on the deal that was now, fast approaching.

32. In one of my many emails and numerous calls to Brady and Mr. Anagnost, I extolled the benefits of having attorney Mclaughlin, as our permitting and zoning attorney. I also tapped McLaughlin personally, to advise on my deal with my two other partners, as Mclaughlin had continually purported himself as my "secret investor" looking for a 10%

return on what ever money I have may needed. Where he bragged about how he was sophisticated and very experienced real estate lawyer/litigator and private money lender. Specifically, I mentioned McLaughlin's reputation in obtaining successful results for clients and wrote "George is the guy to get us a supermarket and whatever else we need on that site!!! The best dam 'land use bazooka litigator' you can get!" [Ex. 2, 4/13/19 Email to Brady.]

33. On April 14, 2019, I forwarded the Brady email. [Ex. 2, 4/14/19 Email to George.] At no time did George respond to any of these emails disavowing that he was providing me and my partners anything else other than legal advice to and/or for Ocean or my Got Space Companies and the newly formed holding company, Ocean Development Holdings. *Which I had then set up for the beneficial stakeholders of this great project.* As the multi-million dollar closing was fast approaching, Mclaughlin, was insistent that he lend me some part of the funds needed and to tell Brady that he "Mclaughlin" had my end covered. I had too much money now available, almost 2 million that Brady had committed for my financial investment into the deal.

34. Only did both Brady and Mclaughlin, "bait and switch" me at the last minute, where now Mclaughlin had demanded 20% stake and Brady demanded another 8% stake and I was forced into accepting a mere 5% stake, when the dust settled at the table. Whereas my true 33% stake is now worth well in excess of 20 million dollars in eventual development profits, long term cash flow and millions of dollars in tax benefits. I have still to this day, never received the full and final consideration for Gotspace's assignment of it's 100% beneficial contract rights. This past winter, at the direct tactical control Brady and his Attorney Partner, George Mclaughlin, they have now attmepted to silence my claims to the entire project and have in fact been working with Ray Green and the Spitalny family to financial ruin me.

35. Where Macluughlin had tried to extort over $950,000 in cash from me, that was not due or owing to Brady or the partnership. If I did not pay, Mclaughlin, through a demand letter from his office he served upon me, threatened usurp my 5% stake and financial bankrupt me, in his pursuit of when all tolled almost 1 million dollars, that now Brady demand I pay or else I would fortfeit my stake. What choice did I have, when in totality the very predatory debt collection actions that have now been launched against me, where actually used as further leverage to usurp over 20 million in profits, I was forced under financial and physical duress, to sign ownership papers over to my attorney and Shane Brady on the eve of their now three unlawful collection actions they had frivolously filed in the state courts of Massachusetts and Connecticut. Brady and Mclaughlin had now benefited once again, as I had at one point, trusted both of them for business and legal advice, they have now usurped the rightful ownership away from my *companies benefits, with their nefarious "bait and switch" to "loan to own" scheme.*

Mclaughlin's Nefarious Debt Collection Activity with his Co-Conspirators Shane Brady,Raymond Green, Joan Green, Thomas Quinn Peter Spitalny, Sam and Jake Spitalny and Stuart Borstien and there concorted Efforts to Usurp Gotspace Self-Storage Assets, *Fiorillo 50% Equitable Ownership of Truestorage Portfolio*, Ocean Investment Holdings Assets and Gotspace Data Assets and Gotspace Data Purchase Creditor Claims Against Verde Group, LLC

36. On or about May 20, 2019, Gotspace, under extreme financial duress and for NO tangible or adequate, equivalent or valuable consideration, was forced to assign to Brady and Mclaughlin GF, SMI, the extremely valuable purchase rights I had bargained from the sellers of the Swansea Mall. Ocean and myself was "bait and switched" and extorted to take a sub-par minority stake and loose upwards of 20 million dollars in future development equity. The final Brady and Mclaughlin drafted, Tenants-In- Common Agreement subsuquent operating agreements (the "TIC Agreements") which when it was said and done, defined McLaughlins rebuked interests in what Fiorillo once hoped to be, Oceanside at Swansea Centre, the southeastern Massachusetts premier 250 million dollar luxury apartments, retail and dinning destination development, with Swansea Town Hall has the focal point of the entire project. As the deal shook out GF 57%; "Brady" Swansea 19% "Anagnost"; SMI 19% "Mclaughlin"; and Ocean with is minute 5%. Whereas if I did not agree to execute a pre-drafted operating agreement that was presented to me by Brady and Mclaughlin, that had the most egregious "gag clauses" and "whistleblower" covenants, I was to receive nothing of the deal nor even get my initial deposit back from my initial binding contract to purchase. A true and correct copy of an unsigned copy of the final TIC Agreement is attached hereto as Exhibit 3.

<u>Mcalughlin and Brady Release Partnership Freeze/Push Out Usurp of Swanea Mall</u>

We have still not been provided any of the true and accurate and fully executed agreements, nor have I been provided any corporate disclosures or transparency nor tax information, even though Brady had demanded that I signed personally on an 8 million dollar development loan to Eastern Bank. Where even as most recently as last month, I was frozen out of the project and now just recently forced to turnover my 5% stake under duress by Ray Green, Peter Spitalny and the rest of the crew . I have now been informed by Brady himself, that he and George Mclaughlin, where out to financially ruin me, but not after such Mclaughlin .

re Mclaughlan and Brady. In their the attempted extortion of a full release of my 100% equitable rights and future development opertun to the entire Swansea Mall Project and their attempts of sleeping their "poison pill global release of all my real estate claims to the intellectual property of Truestorage. The company, brand name and digital SEO "www.trustorage.com, my 2nd self-storage brand after Gotspace Storage, I had formed many years earlier, where I had created and concept ed and sought out some of the most value add self-storage opportunities in New England and beyond and made a partnership with, Shane Brady as 50/50 partners.

Where I had , "showed him the ropes" introduced him to my National Partners and turned over well over 250 million in self-storage development opportunity pipeline that I had invested my time, money and usup in over the multiple prior years I was development has now entered into binding purchase contracts to sell the Swansea True Storage for over 22 million dollars, and 7 other Truestorage facilities that I have a 50% interest in, where Brady stands to make upwards of 100 million in gross profit and has told me, I was not to receive my 50% profit. but the attached document is the same as the fully executed version.

37. No later than the summer of 2021, my lawyer-client and business relationships with George had deteriorated and McLaughlin began associating with and representing several parties directly adverse to my businesses including but not limited to Gotspace Data

Equity Fund, LLC; Gotspace Equity Fund I, LLC; Gotspace Equity Fund 1, LLC[1], Got Space, LLC, other of my business interests including Ocean, and me personally.

38. By way of example, in a letter dated September 27, 2021 sent on McLaughlin's firm letterhead and mailed to me as Manager of Ocean, George demanded payment $610,473.04 and threatened to strip me of my ownership interest in the property. George signed the letter "Sincerely, The Owners, By: George McLaughlin, III. As such, after representing me with the regard to the purchase of the Mall Property, George subsequently became a part owner of the property and then commenced representation of GF, SMI, and himself against me and Ocean with regard to the exact same deal and property. A true and correct copy of George's September 27, 2021 letter is attached hereto as Exhibit 4.

39. In late 2019 and early 2020, McLaughlin represented and advised myself and Got Space, LLC related to the company's purchase of self-storage facilities located in Beverly and Gloucester, Massachusetts with other investors. Among other things, George advised me and the company with regard to the purchase and sale agreement and amendments thereto. Their representation included important legal advice against indemnifying the sellers of the properties for environmental issues that could arise after consummation of the deal. During the course and scope of his representation, I provided confidential information to McLaughlin regarding my business strategy, personal and company finances, and other confidential matters to facilitate his representation. During the course and scope of his representation, McLaughlin requested that me and my then business

[1] Gotspace Equity Fund I, LLC and Gotspace Equity Fund 1, LLC are hereinafter referred to collectively as GEF partner Brian Sheehan each wire $30,000 to our digital, LLC. True and correct copies of late 2019 and early 2020 email chains showing McLaughlin's involvement as my attorney are attached hereto as Exhibit 5.

Gotspace and Ocean's

40. During the summer of 2021, McLaughlin also began working with and and he adversed representing plaintiffs in this action, Samuel B. Spitalny, Jacob L. Spitalny, Stephen Quillinan, and S&Q Data, LLC ("S&Q") (collectively the "Spitalny Actors").

41. I own a controlling interest in Gotspace Data Equity Fund, LLC ("Gotspace Data") and am its sole manager. On February 2021, I executed a promissory note to the Spitalny Actors (the "First Note") by which they agreed to provide a $5.15 million loan to fund Gotspace Data's data center development business and Gotspace Data agreed to repay the note on or before December 20, 2021. [Dkt No. 1, Ex. 1 thereto.] The First Note does provide for additional funding by the Spitalny Actors.

42. The Spitalny Actors have an equity stake in the Gotspace Data deal by and through S&Q and Stephen Quillinan individually.

43. On August 4, 2021, I negotiated a new note (the "Second Note") with the Spitalny Actors to pay off the First Note and provide additional financing for Gotspace Data's data center development projects of approximately $4 million. My signature was notably notarized by Raymond Green's employee, Spiro Stylianopoulos. The total amount to be loaned under the Second Note was to be $9.65 million. A copy of the Second Note is attached hereto as Exhibit 9.

44. The Spitalny Actors agreed to the terms of the Second Note, I signed the Second Note on behalf of Gotspace Data, and the Spitalny Actors provided the $950,000 of the loan funds to the company in August 2021.

45. Thereafter, the Spitalny Actors failed to make any additional payments on the Second Note even though they knew that Gotspace Data required the financing to continue its business operations and pursue the lucrative data center development opportunities I brought to them. This breach of the Second Note has caused irreparable harm to Gotsapce Data and myself personally. It has crippled my company's ability to pursue the time-sensitive data center development opportunities necessary to be a successful hyper scale development venture.

46. On information and belief, it is my understanding that McLaughlin was representing the Spitalny Actors throughout the summer of 2021 and McLaughlin represents them in this action.

47. McLaughlin has substantial confidential and privileged information about me and my various business interests by way of their representation of me in the aforementioned matters. As such, George has confidential information about my personal and business finances that he can and is using for the benefit of the Spitalny Actors in this action.

48. In late 2019 and early 2020, McLaughlin and the Firm represented and advised me and Got Space, LLC related to the company's purchase of self-storage facilities located in Beverly and Gloucester, Massachusetts. Among other things, McLaughlin advised me and the company with regard to the purchase and sale agreement and amendments thereto. Their representation included important legal advice to indemnifying the sellers of the properties for environmental issues that could arise after consummation of the deal. During the course and scope of his representation, I provided confidential information to McLaughlin regarding my business strategy, personal and corporate finances, and other confidential matters to facilitate his representation. During the course and scope of his representation, McLaughlin requested that I would then wire $30,000 to one of his shell companies and restructure Rising Tides, LLC. True and correct copies of late 2019 and early 2020 email chains showing McLaughlin's involvement as my attorney are attached hereto as Exhibit 6.

George Mcclaughlin

49. At the January 14, 2022 hearing in this action, conducted by Zoom, which I was logged into and observed, George admitted that he is a part now 3 to 4 different owner of many properties that my company obviously .

50. As McLaughlin, the Firm, and the Spitalny Actors admit in their Emergency Motion in Opposition to Green's Motion for Writ of Attachment in Suffolk Superior Court Action No. 21-2950 (the "Green Action"), I own a controlling interest in GEFI. [Green Action Dkt. No. 6.]

51. I am the sole Manager of GEFI. A copy of the Entity Report for GEFI printed from the Massachusetts Secretary of State's website is attached hereto as Exhibit 7, *accessed* January 14, 2021.]

52. Initially, S&Q, LLC was a manager of GEFI. However, by written agreement of a majority of the members of GEFI, S&Q, LLC was removed as a manager of GEFI consistent with the terms of the company's operating agreement.

53. Contrary to the allegations in the Spitalny Actor's Emergency Motion in Opposition to Green's Motion for Writ of Attachment, S&Q, LLC is not a manager of GEFI.

54. As the sole Manager of GEFI and as owner of a controlling interest in the company, at no time did I retain or agree to retain McLaughlin or the Firm as counsel for GEFI.

55. Neither S&Q nor the Spitalny Actors had any authority to retain McLaughlin or the Firm as counsel for GEFI to bring Suffolk Superior Court Case Nos. 21-2894-H (the "Spitalny Action") or for any purpose.

56. To the extent that McLaughlin purports to or did represent GEFI at any time, by way of this affidavit and in my capacity as GEFI's sole Manager, any such representation is hereby terminated and McLaughlin is not authorized to maintain any action on behalfof GEFI or represent GEFI in any manner.

57. Starting in September 2021 and through early December 2021, Attorney Neil Kreuzer sent several Notices of Disqualification McLaughlin advising the firm of their impermissible conflicts between me, their current clients, and themselves and demanding that they cease and desist taking any positions adverse to me, the Gotspace entities, and/or any other of my businesses. Attorney Kreuzer has provided these notices to me and true and correct copies of several of the notices are attached hereto as Exhibit 8.

58. McLaughlin has refused to stop taking positions adverse to me and my business interests, have denied they ever represented me or my businesses at any time, and have and continue to refuse to stop taking positions adverse to me and my businesses.

59. Mclaughalin continues to exploited the confidential information he learned from his representation of me and my businesses to gain financial leverage obtain against me with regard to the Swansea Mall and his representation of himself and the other owners against me. He has and continues to use my private and confidential information learned from his many year representation of me to the advantage of his current clients, the Spitalny Actors, Stewart Bournstien and Thomas Quinn., so that he put me in disadvantageous financial and business positions in an effort to force me to give up valuable interests in the Gotspace Data venture.

60. In conversations with McLaughlin in 2021, he tried to bully me into paying him a $100,000 cash "retainer" and to give him 50% of my interest in various properties in which I have substantial ownership interests. In exchange, he promised to deal with the Spitalny Actors, who were obstructing the data center development venture. He suggested that if I did not agree, my life could be in danger. George has made clear to me that he wants to obtain an ownership stake in the Gotspace Data venture, and he is using my private and confidential information against me to force me into surrendering part of my interest in the same to him.

61. At no time in my individual capacity or my capacity as manager and/or controlling owner of the Gotspace Entities have a I given any consent to the McLaughlin Lawyers to represent the Spitalny Actors or anyone else against me or my companies. I never will. If I were to do so, I would be in breach of my fiduciary duties to the Gotspace Entities and their other investors and owners.

62. At no time through the present have the McLaughlin Lawyers contacted me to request my informed, written consent to allow them to represent or work with the Spitalny Actors or anyone else in a position adverse to me or the Gotspace Entities.

63. At no time through the present did George ever disclose to me or explain that his representation of me in the Mall Property and ownership interest in the same could and

likely would, lead to actual conflicts of interest between me, him, and/or other of his clients. He did not advise me to retain separate counsel to advise me on whether such arrangements were prudent given the potential for conflicts.

Signed under the pains and penalties or perjury,

Dated: January 19, 2022

/s/ Nicholas Fiorillo

Nicholas Fiorillo

CERTIFICATE OF SERVICE

I, Roshan Jain, attorney for Defendants Nicholas Fiorillo, Gotspace Data Equity Fund, LLC, and other related Gotspace Reach and Apply Defendants, hereby certify that I caused a true copy of the within document to be served upon the following via e-mail on January 19, 2022:

George A. McLaughlin, III, Esquire
Joel E. Faller, Esquire
Mathew E. Burke, Esquire
THE McLAUGHLIN BROTHERS, P.C.
One Washington Mall, 16th Floor
Boston, MA 02108-2605
giii@mclaughlinbrothers.com

/s/ Roshan Jain
Roshan Jain

AFFIDAVIT OF CORPRATE MANAGER NICHOLAS FIORILLO IN SUPPORT OF THE OCEAN DEVELOPMENT PARTNERS, LLC AND GOTSPACE DATA EQUITY FUND, LLC EMERGENCY MOTION SELL GS BEVERLY LLC AND GS GLOUCESTER LLC REACH AND NOTICE OF FEDERAL BUREAU INVESTIGATION INQUIRY

I , Nicholas Fiorillo, as corporate manager of Ocean Development Partners, LLC, and Gotspace Data Equity Fund, LLC, the above-captioned matter (the Defendants) respectfully submit this affidavit in support of the emergency motion filled by Defendants and have now attached the previously requested supplemental information, supporting documentation and further background information and communications that was turned over, to the US Attorney Eric Bradford, as further supporting evidence from the 341 meetings of the Defendants "debtors" in the above captioned related bankruptcy cases. I further submit this affidavit in hopes that the court will immediately allow the emergency motion and allow the sale of the assets of the reach and apply Defendants.

I, Nicholas Fiorillo am submitting this affidavit to court in hopes to shed light on the true facts and circumstances that have involved a consorted effort to upend the rights and protections afforded to all the Defendants that seek the protections and guidance of this court. My affidavit and substantive evidence submitted here today, exposes the clear pattern of predatory lending and loan sharking. That the two main Plaintiffs, Raymond C Green Trust and S & Q Data, and their individual "bad actors", Raymond Green, Joan Green, Spiro Stirvianoplous, Peter Spitalny, Jake Spitalny, Sam Spitalny, Thomas Quinn, Stewart Bornstien and other suspect individuals of the this criminal enterprise, have been hiding behind the corporate veils of the Raymond C Green Trust and S & Q Data, S & J Storage Bros as they continue their unlawful debt collection activities. Where this entire group has been conspiring to illegally foreclose on unlawful extensions of credit and usurp upwards of 350% in usurious interest not do or owing where they have been by extorting, by threats of economic and bodily harm, the Defendants in the case. Where they continue to illegally demand the turn over millions of dollars of cash and real estate, not due or owing the Plaintiffs. In a clear pattern of systemic predatory lending and loan sharking, where this criminal group is being directed by the leaders of this racketeering enterprise. Whereas Ray Green and Peter Spitalny, by and through their continued tactical control of this criminal group is continually harming the Defendants and Nicholas Fiorillo. Their main objectives are to "loan to own" the Defendants real estate, data land contracts , intellectual property and millions of dollars in cash by way of their predatory collection actives. The Plaintiffs have no intention to ever turnover payoffs, discharges or releases to the defendants, they want usurp the assets through their loan to own scheme. They have set out from the onset of this litigation clearly to "embezzle" the assets of the Defendants and have focused on obstructing, impeding and tortuously interfering any path that would allow the Defendants to simply sell, refinance or repay their debts, if any, the Plaintiffs claim that they are owed. I, Nicholas Fiorillo, do further state under the pains and penalties of perjury the following facts and events that have continued to harm the Defendants and myself, as all the Defendants are clear victims of a criminal predatory loan sharking organization.

1. I , Nicholas Fiorillo further áttest and state on the record the following under oath, where I am hopeful the court will immediately allow the sale of the assets of the reach and apply defendants. The frontal consorted predatory attack by this criminal group and continued torturous interference the Plaintiffs have perpetrated is despicable. Just this past week, Steven Quinillian, purporting to be the manger of one the Defendants corporations, was negotiating to sell the property out from underneath the Defendants. The Plaintiffs, acting as if they had already "foreclosed" on the asset and or scheming to usurp the $15-$20 million in proceeds for themselves, is further actionable. In the Defendants efforts to operate in their normal coarse of business and failure of the Plaintiffs, to simply turn over a true and accurate pay off, provide discharge or even substantiate the debts they claimed to be owed is clearly fraud upon this court. The Plaintiffs continue to harm the Defendants by and through their illicit control of the assets of the Defendants, to the determinate and financial harm of the stakeholders.

2. From the onset of the litigation, the Plaintiffs have continued to torturously interfere with the refinance or sale of the assets, that would of ultimately brought upwards of $150 million dollars into the Defendants various corporations. . The Plaintiffs have been conspiring to loan-shark-to-own, with no intention to allow the Defendant-ins to every be free of their predatory lending racket.

3. I have been very vocal in this court and have also stated to US Attorney Brafford and at our many numerous discussions between myself and through counsel, to Plaintiffs counsel Neggos, Mclaughlin and Peters over the course of many months. Where both Raymond C Green Trust and S & Q Data and S & J Storage Bros, are clearly operating as a criminal group to collect an unlawful debt where they, through a consistent pattern of extortion, embezzlement and threats of financial and physical harm. Continue to use their weapons of choice, to extort both money and property away from the Defendants and Nicholas Fiorillo.

4. It is crystal clear there has been apparent manipulation of the facts in the Plaintiffs collection actions claims, in front of this court. We do not owe, if at all, any the monies the Plaintiffs say we do, where even their own notes and mortgage(s) and pay-offs that have been requested by the Defendants and this court, can not be considered legitimate, accurate or enforceable.

5. It is based on the circumstances that have been detailed in this affidavit and further detailed in my attached supporting evidence. I was clearly under duress since the onset of this illegal debt collection attack, I respectful request that record must be reviewed in its totality for the actual context of which I articulated, we do not owe these debts and have paid the Plaintiffs millions of dollars and we have not received any accounting or credit for. Where the Defendants sale of just 2 of the many assets of the reach and apply corporations and their willingness to post a bond, clearly reflects the financial stability, cash on hand and assets of the defendants and it's related entities are financially sound and need to continue on with it's day to day real estate development businesses.

6. The Plaintiffs are clearly trying to financially cripple and bankrupt the 13 different corporate defendants and Nicholas Fiorillo and are attacking the Defendants in two other courts with four other predatory debt collection actions. Where they are seeking to attach over $450 million dollars in other assets and cash reserves of Nicholas Fiorillo. This is clearly just an attempt to "loan to own" all of the Defendants valuable real estate development projects and the Connecticut Data Corridor project that Defendant, Gotspace Data is developing.

7. There is no harm or prejudice to the Plaintiffs at all, where they also have been just informed that there is millions of dollars coming into the corporate affiliates coffers, and we are readily

available to post bond in this litigation. There is no harm to the Plaintiff should the Motion to Sell and post bond be approved by the court..

8. Currently, both Plaintiffs have been informed, the bonds are readily available and the Defendants are ready to retire their debts, if proven to be legitimate. These suspect creditors have yet to provide the Defendants with an accounting of the debts owed or provide a true and accurate pay off and release of the tens of millions of dollars of other collateral that have been unlawfully encumber or already illegal usurp by the creditors away from the Defendants estates.

9. I, on behalf of the Defendants have made every effort, over a matter of 9 months attempting to settle and confirm the validity of Plaintiffs loans, if any. In my position as manager of the Defendants. I have raised serious questions and asserted serious allegations that the creditors, Raymond Green and S & Q Data have been engaging in unfair and deceptive practices and/or illegal predatory lending and criminal debt collection activity against the Defendants. We have requested on 15 different occasions that the Defendants Counsel speak with Plaintiffs counsel and myself, behind closed doors, about the allegations and evidence that we have now turned over to the Federal Authorities. Where I have stated numerous times, that I was afraid for my life and those of my family and in fear I was going to be killed by this group of criminals for exposing their illegal loan-shark-to-own predatory lending actions against myself and the Defendants corporations.

10. I have attached a copy of the expanded correspondence provided on behalf of the Defendants, in my individual capacity and as I have detailed on the record at the 341 meetings as well. Where I have now submitted, as further supportive evidence to the attorney for the United States Trustee, there is in fact a criminal conspiracy to harm the Defendants and myself financially and otherwise. Such illegal activity and supporting evidence of these suspect creditors has been proffered to the Rhode Island Office of the FBI, to the Special Agent in Charge.

11. I am certain the Plaintiffs and their counsel have continually violated numerous state and federal laws and have usurped millions of dollars of real estate and cash away from the Defendants. Most recently and over the course of years, in an obvious pattern of "loaning to own" their unsuspecting borrowers. Which has been further proven in the evidenced detailing those allegations and now further evidence that has been annexed hereto, as further supportive facts to bolster this affidavit.

12. The allegations I have raised here today, present serious questions as to the amount and/or legitimacy of the debts claimed to be owed to the Plaintiffs, if there is any. Where the debts themselves have been already repaid in well excess of any usurious money they claim to be

owed and still outstanding. The Defendants can clearly prove, they where never in default on any loans, being no monthly payments where required to be repaid and such notes had already been paid in full. Where, already, many millions of dollars in cash, equity stripping of property and illegal foreclosures, have previously been extorted and embezzled away from the Defendants Corporations.

13. I know for certain this criminal group has clearly set out to use the appearance of a lawful debt collection and have been using unlawful means to collect such debts. They have continued to sell their "bad borrower" narrative to this court. That are clearly criminal in nature, that has been perpetrated as a pattern for many years, by the most notorious hard money lending group, in the history of Massachusetts. Raymond Green and his previously convicted felonious partner, in their predatory lending rackets, Peter Spitalny, the two time indicted tax cheat and embezzler.

14. The facts and evidence attached to my affidavit prove out the Defendants are victims of these criminal activities of these suspect creditor's and their pattern of illegal acts of embezzlement, extortion and threats of financial and bodily harm. The Plaintiffs "pay up or be killed" predatory lending schemes need to stop, here and now. Wherein, if the Defendants and myself did <u>not</u> pay upwards of 350% in clearly usurious interest and continue to turn over assets and property of the Defendants to these suspect creditors, not due or owing this criminal group. I would surely be killed and they would see it that my company's would ended up in financial ruin along with my family upon my death.

15. At a minimum, the Defendants should be given the opportunity to post a reasonable bond and go on with it's business, in the normal course. Whereas based on the totality of the circumstances, the Defendants must be afforded the right to a evidentiary hearing to determined the validity of the these debts if any, and be afforded the right to post bond, at an amount that is commensurate with the facts of the unlikelihood merits of the Plaintiffs claims. We must consider a *substantial "set-off" as the counterclaims of Defendants to be brought, for the benefit of their* stakeholders, will thwart any claim amount that the Plaintiffs have sought in this action before the court.

Signed under the pains and penalties of perjury

3/16/22
Nicholas Fiorillo

Print | Close Window

Subject: Fwd: CONFIDENTIAL COMMUNICATION TO US ATTORNEY ERIC BRADFORD - WITNESS STATEMENT AND SUPPORTIVE EVIDENCE PROFFER
From: Nicholas Fiorillo <nfiorillo@gotspacedatapartners.com>
Date: Wed, Mar 09, 2022 1:32 am
To: eric.k.bradford@usdoj.gov, smasterson@sdmlawgroup.com, Kevin Salvaggio <Ks6@cox.net>, Nicholas Fiorillo <metrowestrealty@yahoo.com>
Attach: BBOHELLMAN v2-converted affidavit.pdf
GSDP Quinn Removal Stakeholder Letter 11-2-21 v2.pdf
Fiorillo - Aff ISO Motion to Disqualify (1).pdf
Tom Quinn 9-14-21 Gmail - Gotspace Funding of 12.pdf
BBOHELLMANUS1stC.pdf
McLaughlin Dec 6.pdf

Attorney Bradford,

As you have conclude the 341 hearings of the debtors, we provided the court, to the best of our ability, answers to your questions about the corporate debtors financial affairs, corporate objectives and outlined the intended forward path to complete the two chapter 11 reorganizations that you are overseeing for the trustee. We are confident the corporations will be able to successfully complete their chapter 11 plans of both debtors, Ocean Development Partners and Gotspace Data Equity Fund. However, we are in desperate need of judicial intervention from the United States Government to protect the assets of the Debtors and it's closely held affiliated corporations, in order to insure the successful reorganization of the debtors for the benefit of the legitimate creditors and the debtors themselves.

We ask that you please keep our communication in confidence as such information contained in this email being circulated to the outside world will put lives at risk. I am trusting you will uphold the same attorney client privileges maintained between Attorneys Shawn Masterson, Kevin Salvaggio and yourself as US Attorney for the United States Government. The evidence presented to you today, if leaked out, will in no doubt, raise the level of risk upon the life and safety of my wife and children and myself.

As you have requested more information from us, in order to help you determine the validity of these certain <u>suspect creditors</u>, Raymond C Green Trust and S & Q Data claims, we are also providing detailed information about whom is really hiding behind the guise of the so called legitimate creditors, that are really in charge of this criminal enterprise, that is operating under your watch. Whereas Ray Green, Peter Spitalny, Thomas Quinn and Stuart Bornstien aka the "RGSQB" Enterprise, have been conspiring to undermine our chapter 11 reorganizations and have refused to stop their criminal acts against us. We are providing you this communication, in hopes to shine a spot light on these bad actors, that are attempting to illegally foreclose on the debtors assets and usurp many millions of dollars in cash and valuable real estate and development profits, away from the debtors and our legitimate creditors of the estate. Please review the investigative corporate findings, corroborating evidence, court documents, electronic recordings, email communications and various supportive affidavits and tribunal complaints, the debtors and myself have proffered and now hereby have submitted to you in your capacities as US Attorney, that is overseeing the debtors cases.

<u>Notice to US Attorney Eric Bradford of Corporate Debtor(s) ODP and GSDEF, Nicholas Fiorillo, Investigative Findings, Corporate Actions taken to protect the</u>

Estate(s) and closely held affiliate Corporation(s) Submitted to the United States Government

As you had been previously informed on the record, since the filing of these two bankruptcies and at the multiple 341 hearings. I have been in fear for the life and safety of my family and myself, since the creditor's predatory conspiracy to extort me began. Our debtors and our closely held affiliate corporations and myself individually, have been victims of sophisticated and unlawful "Hard Money Loan to Own" syndicate that has been operating in New England for a matter of years. The ring leaders of this unlawful racketeering group, are previously convicted felons, reputed Jewish and Italian mafia *associates, confidence men, embezzlers and fraudsters. We are providing you explicit* details and corroborating evidence to support our allegations, that these purported suspect creditors and their claims against the estate are nefarious in nature, unsubstantiated, fraudulent and clearly usurious. These such creditors have not even bothered to file a valid claim, provide any proof their notes are even enforceable or credit upwards of $12.5 million dollars in the last 18 months, that has been paid back and/or retired by the debtors and their related entities, to the benefit of this criminal enterprise.

RGSQB Enterprise Failure to Provide Payoff(s) & Per Diem-Accounting of Debts Due or Owing. Peters, Mclaughlin,Hellman Neggos, Rier - Refusal to Provide Pay Offs or Honor Safe Harbor Settlement Agreements - Extortion by Threats of Violence of Former Attorney(s) to Pay Up & Turnover Assets – Whistle Blower Retaliation Obstruction of Justice Claims - BBO

The groups lead consigliere's Mclaughlin, Peters, Reir and Hellman's, continued threats to "sink our ship" and "bomb & blow up" our companies, every time we ask for a pay off or look to discuss settlement, is clearly obstructionistic intimidation to extort the collection of their usurious debts and legal fees. This criminal group and it's attorney's, set out from the onset to "loan to own" the debtors assets and financially ruin our interrelated corporate affiliates and myself personally. They will stop at nothing until they silence the "Whistle Blower" and financially bankrupt the estate and the individual guarantors. Where the Ring Leaders and their attorney's, in their attempts to take control of Gotspace Data Partners and ODP/ODP1, and cover their embezzlement crimes, have made multiple threats to kill, shoot with guns and "blow up" Nicholas Fiorillo. They continue to conspire and tortuously interfere with various digital infrastructure, luxury real estate and self-storage development businesses on a daily basis. Where if, I do not surrender, sign egregious gag orders and release legal claims against these individuals, that could be upwards of $100,000,000 *million dollars in actionable claims, that the debtors and it's affiliates have against the* RGSQB Enterprise and all it's associates, certain financial ruin and threats on my life will be carried out.

As we stand here today, we are still yet to receive an accounting of any sort, that reflects what we owe, nor have we received a true and accurate pay off from these alleged creditor's and they have yet to file any proof of claims in our bankruptcies. These suspect creditors are now demanding upwards of 300% interest and are attempting to usurp tens of millions of dollars in property and monies not due them. They have launched a criminal attack on our closely affiliated corporations and personal guarantors, and have demanded unconscionable rates and are extorting hundreds of millions of equity in property that our companies posses. The numerous extortion attempts and conspiracy to tortuously interfere , or else turn over property and money that has been perpetrated by member of the enterprises, coupled with numerous threats of bodily harm and continued tortuous interference and illegal foreclosures attempts, "pay up and turn over or else". We can not continue to stay quite and not seek the protections of law enforcement any longer because of the continued and ongoing threats from the members of this group, to kill, shoot, assault, steal and financially ruin the debtors, my family, our companies and myself, must stop here and now.

Corporate Debtors - Closely Held Interrelated Affiliates of the Estate(s) are Under Attack by Suspect Creditor's – Successful Reorganization(s) of the Debtors is being *obstructed by the RGSQB Enterprise Conspiratorous Criminal Extortionistic Actions*

As you have now determined, the debtors and their closely related corporations have an equitable interest in over 1000 acres of land contracts, in the state of Connecticut and over $5,500,000 dollars *in good faith deposits and cash, that have been capitalized into the data* development opportunity for equitable benefit to the debtors. Every "bad acting attorney" for the creditors in our bankruptcies, know for certain, as do you, they debtors are 300% over collateralize in cash at CATIC, coupled with the land contract equity, wherein they are 1,000,000 % *over collateralize, there is ample equitable benefit available to the debtors to* assist in their reorganizations. In addition, you have now discovered that many other properties, such 18 Mill Street, Southbridge, 70 Winter Street, Worcester, 39-41 Terrace,188 Mount Vernon, Newton, 3 Kales Way, Harwichport are all interrelated co-*guarantors and pledgers of collateral in these bankruptcies.*

Where it is "crystal clear" that Peters, Mclaughlin, Hellman, Reir and Neggos, are the running their illicit "legal shell games" as they continue to conspire to extort their illicit legal fees and forward the enterprise "loan-shark-to-own" schemes in attempts forward the objectives of the RGSQB criminal group. Their actions are harming the debtors and their estates, related companies, partners, property, businesses and myself individually and you *must come to the debtors aid immediately.* The RGSQB Enterprise *is clearly working as a* well oiled sophisticated predatory loan sharking machine, and it's blatantly obvious these "bad actors" and their consigliereous group of attorney's are after the 1000 acres of land in Connecticut, the self-storage portfolio and the luxury development assets and the millions of dollars in potential profits due the debtors through their equitable and closely related corporate affiliates.

November 2021 Notice to the RGSQB Enterprise Consigliere(s) Desist - Attorney Kevin Salvaggio's contact with the US Federal Authorities to Report Unlawful Debt Collection and Threat(s) on Nicholas Fiorillo's Life

The Debtors and myself have been very vocal to all involved, since at least mid summer 2021. I felt the need to contact the federal authorities about what had transpired and was in fear for life and safety of my family and myself. In September 2021, I engaged Attorney Kevin Salvaggio and during his initial and now detailed case intake and subsequent investigation and review of our actionable causes against the RGSQB, he felt it best to make an inquiry with the US Attorneys Office in Rhode Island. He has provided the authorities with hard evidence and confidential investigative report findings, communications and recordings that prove that debtors and our affiliated companies and myself have been victimized, extorted, threatened with bodily harm and unfairly prosecuted at the hands of the RGSQB. Where all the evidence proves out, over a matter of many months and years, the RGSQB is in fact a criminal predatory loan sharking enterprise and operating in violation of R.I.C.O. 18 USC Ch. 96: RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS ACT & 1933 SEC -Dodd Frank ACT

Attorney Salvaggio maintains, I am victim of a continuing criminal racketeering enterprise and we must stay vigilant and on guard on every level. Where I have consistently noticed all concerned parties, as well as you, I was in fear for my life, in hiding and dealing with the emotional duress of the specific threats upon my life and family and businesses, from the various individuals operating with the RGSQB Criminal Enterprise. As of this moment, I am gravely concerned for my physical and financial well being and the continued and outright extortion attempts from the RGSQB Enterprise where if I do not pay over millions of dollars in cash and properties not due or owing the criminal enterprise, I will be killed. We need the protections of the United States Bankruptcy Court and your help to keep the RGSQB Enterprise at bay, until we can reorganize our financial affairs.
Where these despicable members of the RGSQB Enterprise and their attorneys, clearly are acting in a consorted effort to forward their own self-dealing legal fees and forward the criminal objectives of the enterprise. It is know, as I warned all of the consigleire soldiers of the RGSQB, and served proper notice to their law firms and in some cases filed grievances at the tribunals against these attorneys, conspiring with the of the other bosses, captains and lower members of the RGSQB Enterprise. These Attorney's know or should have known, that such illicit loansharking and predatory collection activities that where on going are illegal and criminal in nature, where they to, under Reves can become liable and subjected to federal prosecution for their aid and abetting of this criminal group for their role in the collection of usurious debts. Where some or all of the other current and former attorney's in their specific states, will be either identified in our formal complaints to the Board of Bar Overseers in this state or others. Please remember this group collectively has been fired by 6 different legitimate law firms, immediately after we informed their counsel, they where representing reputed gangsters, loan sharks, convicted felons, money launders and fraudsters. Where at least 3 of the ring leaders of the RGSQB Enterprise, continue to be on United States Governments "Watch List" of white collar criminals.

It is **CRYSTAL CLEAR** the RGSQB Enterprise is using multiple guise(s) of lawful debt collection actions, in numerous courts, to achieve the enterprises unlawful and criminal loan sharking objectives, to harm the debtors and others. The Enterprises intent is not genuine nor lawful on any level and this groups sinister objectives have been to criminally extort, physically threaten, illegally foreclosure, embezzle and usurp tens of millions of dollars and valuable real estate and land contracts that is not rightfully due or owing the RGSQB Enterprise.

Notice to US Attorney of Disqualification, Conflict - Obstruction Warning to Attorney's Peters, Rier, Neggos Identification of Predicate Acts Committed Against Debtors and Close Affiliate of Debtors- Notice R.I.C.O. 18 USC Ch. 96: RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS ACT Adversary Proceeding Againt Creditor's and Former Counsel

I am pleading for the US Attorney to advise the trustee, to file the appropriate motions, under and emergency basis, to immediately disqualify all attorney's that are representing the RGSQB. You must extend the automatic stay provisions, beyond the two corporate debtors to protect the assets of the estate and provide "safe harbor" to the related co-guarantors and reach and apply defendants. You must protect the assets of the debtors from the RGSQB Enterprise and allow the debtors time to amend their schedules, file their plans of reorganization and put their plan in place to repay their legitimate creditors.

The attached evidence clearly lays out the interrelation of the conspiratory efforts of the of these suspect creditor's unlawful debt collection activities they have perpetrated against the debtors. Raymond C Green, the Spitalny Family and the other criminal associates of the "RGSQB" Enterprise and their army of "busted out" Consilegri's, are all working together, in perpetrating a multi-jurisdictional fraud upon the courts with their "loan-to-shark-own" scheme against the debtors, their closely related affiliate company's and myself individually, as you know that I have co-guaranteed or pledge collateral on the behalf of the debtors.

I am pleading with you as the US Attorney for the United States Bankruptcy Court to immediately expand the automatic stay protections afforded all debtors, corporate officers, and their closely related corporations and related guarantors and give us the time you promised the debtors you would allow in order to amend our schedules.

We are also requesting you immediately file motions to disqualify Attorneys, Peter's, Neggos, Reir, Gilligan, Greene, Hellman and put on notice any former attorneys, that have worked for the RGSQB Enterprise, that they are barred from entering an appearance in these cases.

Attorney Bradford please immediately let us know by 10 am this morning, that you intend on notifying your superiors at the US Attorney's office about our communications to you about these matters and please forward their contact information along to Attorney Masterson and Attorney Salvaggio.

Sincerely

Nicholas Fiorillo

MORE DETAILED AND ITEMIZED PROFORMA OF EVIDENCE & DOCUMENT SETS DO BE FORWARDED, SMALL CALL EXCERPTS WITH BRIEF SYSNOPSIS OF FEDERAL CRIMES:
EXTORTION, THREATS OF BODILY HARM, AND DEMAND FOR REPAYMENT OF USURIOUS
MONEYS NOT DUE OR OWING AND TURN OVER OF COMPANY STOCK AND ASSETS, AND I.P. - DETAILS OF TORTIOUSLY INTEREFERING WITH PUBLIC OFFICIALS AT THE DIRECTION OF THE RGSQB ENTERPRISE

Call Excerpts of Ray Green's continued extortion to embezzle and usurp a $1 million dollar " lot" of from the Debtors, Ocean Development. Continued extortion to collect upwards of 300% interest, not do or owing RCG from Connecticut GS Data Development and to pay up and turn over an additional $4.5 million dollars not due or owing or else loose family home and Newton and CT Development projects. Ray Green acknowledgement, The Debtors are not required to make monthly interest payments. Ray Green's confession that he is committing criminal extortion of my family home by means of his illegal foreclosure rouse. Our family at 3 Kales Way, Harwichport MA, is still under threat of illegal foreclosure and is a closely related affiliate trust of the Debtor, as the family home was pledged as additional collateral to the Ocean Development and Ocean Development Precinct 1, loan documents.

RCG EXTORTION.m4a

Call Excerpts of Stuart Borstien confirming he is conspiring with the Spitalny Family, Thomas Quinn and their attorneys and eludes and threatens to tortiously interfere with Gotspace Data and Ocean Developments political plans town meeting hearings and other political assets, that he purports that Quinn and he control to develop data centers in CT. Where he states if I do not agree to give up over 90% of Gotspace Data and Ocean Development to him and the Spitalny Family, he tells me they are coming at me with guns and they are coming after the $20 million dollars of equity in the Gotspace Self Storage assets if I do not sign the company over to him and the Spitalny Family.

New Recording 71 2.m4a

EXHIBIT 5

SHAPIRO
DORRY
MASTERSON
Limited Liability Company
ATTORNEYS AT LAW

Victor Shapiro	William A. Dorry	Shawn M. Masterson
vshapiro@sdmlawgroup.com	wdorry@sdmlawgroup.com	smasterson@sdmlawgroup.com
Admitted in MA, RI, CT, ME, NH, VT	Admitted in MA, RI	Admitted in MA, CT, NH, VT, RI

Via Electronic Mail

March 26, 2022

Shane Brady
GF Funding Swansea, LLC
670 North Commercial Street
Suite 303
Manchester, NH 03101

George McLaughlin
McLaughlin Brothers, P.C.
One Washington Mall, 16th Floor
Boston, MA 02108

Re: Shoppes at Swansea True Storage Swansea
True Storage Bourne, True Storage Manchester
True Storage Wareham, True Storage New Bedford
Demand to rescind January 11, 2022, transfer
Massachusetts General Laws Chapter 93A Demand

Mr. Brady and Mr. McLaughlin:

This office represents Ocean Investment Holdings, LLC, Ocean Development Partners, LLC (a Rhode Island limited liability company) W-Lofts Association, LLC and Gotspace Company ("Ocean" or "Plaintiffs") in connection with the above referenced properties. Our firm has been engaged to take action against all parties for the tortuous actions against our client that is explained in detail in this demand communication.

As a result of the conduct by Shane Brady, George McLaughlin and their development companies Parr LLC , GF Funding and Swansea (together "Defendants") and others acting in concert in what the facts will prove, The Brady-Mclaughlin "BME" Enterprise, which is perpetrating a sophisticated real estate embezzlement, extortionist loan to own financial lending scheme against Ocean that continues and is ongoing up and until this day where as all the Defendants have been

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working in concert through a highly organized set of "sub-schemes" at various times to the financial determinant of the Plaintiffs as described below.

Plaintiff will demonstrate that Defendants committed numerous violations of the civil provisions of the **Racketeer Influenced and Corrupt Organizations ("RICO") Act (18 U.S.C. § 1961-1968**, and/or numerous state and federal law civil claims for fraud, conversion, extortion, breach of contract, tortuous interference of business contracts and relations, unjust enrichment, and/or breach of duty of loyalty, and have conspired to usurp the plaintiffs 100% fee simple right title interest in the 88 acres, 600,000 +/- square foot regional mall know as the Swansea Mall n/k/a Shoppes at Swansea, True Storage Swansea, Trust Storage Bourne, True Storage Wareham. True Storage New Bedford, True Storage Manchester, True Storage East Winsor CT (the "Properties")

Swansea Mall Redevelopment True Storage Self-Storage Portfolio Scheme

Where the Plaintiff had previously sought out procured and negotiated a substantially discounted purchase contracts, with often $3,000,000 to as much as $15,000,000 less than what the seller's bank and investors had invested in the projects to date and far less than the raw land value of upwards of $100,000,000. Where the Plaintiff had negotiated 100% control of the ownership rights for the entire project and then was "baited and switched" to assign its extremely valuable development and purchase rights of the project to the Defendants.

Defendants originally agreed that Plaintiff would assign its rights in the Property in exchange for 33.3% stake in the new development partnerships that Plaintiff and the Defendants look to pursue in both large scale mixed use redevelopment and self-storage opportunities. Whereas Defendants have now coerced Plaintiff to "turn over" and surrender it's tenant in common ownership and upwards of $200,000,000 in actionable claims it has against the Defendants. Where through Defendants complex "bait and switch" sham joint venture partnership agreements that was presented to "bait" the Plaintiff into turning over 100% of its ownership rights in over 8 different extremely valuable redevelopment opportunities throughout New England, in the Towns of Bourne, Swansea, and New Bedford, Massachusetts, East Windsor Connecticut and Manchester New Hampshire, was orchestrated by the Defendants to convert upwards of $250,000,000 in redevelopment profits and long term income benefits.

Where Defendants did swindle the Plaintiff out of these very valuable development projects and caused losses of tens of millions of dollars in development profits that would have been due the Plaintiffs exclusively. The Defendants "bait and switch" promise of 1/3 stake that was to be granted to the Plaintiffs and promise to fund all costs and development expenses was never honored and the Plaintiffs have never been provided adequate consideration for their efforts and investments and assignment of the right title and benefits it granted to the Defendants as the partnership then revived such benefit from the Plaintiffs 8 development projects it brought to the partnership. The Defendants are now withholding of outside $60,000,000 - $80,000,000 in profits from legitimate national development companies as they the Defendants are looking to now sell out from underneath the Plaintiffs. Where the Defendants "froze out" the Plaintiff from enjoying the true value, profit and in what once was, the Plaintiffs 100% ownership, control and prosecuting efforts of these 8 redevelopment projects. Where the Defendants continually promised to issue to the Plaintiffs, their 33 1/3 ownership in each of these retail, multi-family and self-storage developments. The Defendants have usurped these development projects by and through various real estate conveyance schemes to deprive Plaintiff of their 100% control and purchase and procurement rights that it controlled and now has been duped out of.

The Defendants from the onset, stripped the Plaintiffs *bona fide* offer, purchase and development rights in theses development projects and now the Defendants fraudulently induced Ocean into a contract for sale and a global release of it's rights to these retail, multi-family and self-storage developments that where all procured by the Plaintiffs . Whereas the Defendants never had any intention to honor or complete the joint venture agreements, and/or honor it's partnership agreements.

It has now been uncovered that the Defendants and other co-conspirators attempted to conduct a "Shame Closing" and convert an additional $65,000,000 in profit share away from the Plaintiff in the True Storage Portfolio Sale to Prime Storage Group and a national industrial developer in an immanent series of real estate closings, where the Defendants are clearly attempting to pass "bad title" uttering fraudulent documents, negotiating sale and settlement contracts are withholding collectively upwards of $100,000,000 profit share from the Plaintiffs. The most recent extortion of the Plaintiffs by the Defendants was a sophisticated scheme to force the Plaintiffs to "turn over" in the Plaintiffs right, title and interest in these valuable development projects and attempt to receive a "get out of jail free" global release from the Plaintiffs. The Defendants acts to usurp the Shoppes at Swansea and the True Storage Portfolio clearly put the Plaintiffs under unconscionable duress as they attempted to strip away the Plaintiffs claims to ownership and substantial profits. The Defendants concocted a "Shame Closing" and passing of bad contracts for deeds, where if the Plaintiffs did not turn over such releases of rights, title and claims it possess, the Defendants would then carry through on their threats to financially and physical harm the Plaintiffs and then look to financially bankrupt, Nicholas Fiorillo.

The Defendants have now been exposed and it is clear they had zero intent to ever deliver what the Plaintiff had bargained for from the onset of the development partnership. The Defendants and their co-conspirators, in house attorneys and operatives secretly covered up, withheld and misrepresented numerous offers for sale and development opportunities, covered up financial malfeasance and embezzlement and has continued to not disclose the many multi-million dollar purchase contracts from Prime Storage and other national developers, where the Plaintiffs have claim to 33 1/3 % of the Shoppes at Swansea-True Storage and the other 8 True Storage Self-Storage properties the Plaintiffs and their other development companies, which have an ownership of that was developed over the last 5 years. The Defendants are attempting to usurp upwards of $65,000,000 in profit share from Plaintiff's rightful ownership in the Swansea properties and True Storage, and the 6 other True Storage properties that Brady has joint venture with the Plaintiffs. The Plaintiffs intend to immediately file an action under civil provisions of the **Racketeer Influenced and Corrupt Organizations ("RICO") Act (18 U.S.C. § 1961-1968)** against the Defendants and others for their nefarious pattern of multi-million dollar real estate embezzlement scheme, that is being perpetrated by the BME Enterprise

1. It is our intention to promptly file suit to protect our client's interests, particularly to stop the pending sale(s) of the Shoppes at Swansea and True Storage Portfolio. We are also filing a separate action against Defendant Brady and his accomplices for their fraudulent "bait & switch" scheme to usurp the Intellectual Property of "True Storage" away from the Plaintiffs in the summer of 2020. When Brady issued a "SHAM" - $10,000,000 loan commitment for the Plaintiffs to purchase and develop the Newport Beach Club, through a Receivership Sale. Where Brady induced the Plaintiffs to turn over www.truestorage.com and all related digital brands and trademark rights, that the Plaintiffs and Brady owned as equal partners.

2. Our investigation indicates that all the defendants have engaged in numerous fraudulent schemes devised to defraud and embezzle, extort and usurp our clients money, property and development rights of the various real estate developments in New England Where it is clear the Defendants had no intentions of ever conveying 33 1/3 ownership and allowing the Plaintiffs to truly received the upwards of $100,000,000 share in development profits from the onset of the Plaintiffs development projects that where subsequently developed by the Defendants and the Plaintiffs. Whereas the Defendants have been comprising to defraud the Plaintiffs of its money, property, purchase and development rights and intellectual properties of True Storage, the True Storage Portfolio and the Shoppes at Swansea.

3. The Defendants continued pattern of extortion and embezzlement and the continued willingness to aide and abet the execution of a scheme and artifice to obtain monies, intellectual property and funds, real estate, development rights, credits, assets, securities and other property owned by, or under the custody and control of the Plaintiffs and their associated development corporations, by means of false and fraudulent pretenses, representations and promises in that they fraudulently obtained monies amassing to over $100,000,000 profit share, from the usurping of the Plaintiffs rightfully development and ownership rights from the above named properties by way of forging various interstate wire and conveyance documents and converting funds away from the Plaintiffs , in violation of 18 U.S.C. §1344.

4. The fraudulent inducement and coercion of the Plaintiffs by the Defendants, over a matter of years, clearly constitutes a pattern of racketeering acts that the Defendants set out to purposefully compromise the Plaintiffs ownership interests in it's real estate development projects of retail, multi-family, self-storage and digital branding rights it possessed. Where it is clear the defendants have caused and continuous to cause financial losses of development profits and residual commercial real estate income. Where the Plaintiffs will seek upwards of $100,000,000 dollars in actual, punitive and proximate damages against the Defendants for their continued violations of

5. As well as the RICO violations set forth above, we assess the Defendants conduct as violations numerous state and federal laws along with tortious interference in contracts for deed, sale of businesses, lending practices, promises to extend credit, fraudulent purchase contracts, manipulation outside purchase and sale contracts, fraudulent and predatory practices of numerous "bait & switch" partnership and loan terms, and exacting loan charges amounting to usurious rates of interest and costs to the determinate of the Plaintiffs. All of this amounts to actionable fraud and interference with our client's rights within the fraud statues of civil RICO. In the event that we are forced to litigate our claims, we will be seeking compensatory and punitive damages as trebled with in 18 USC sec. 1964.

6. The Plaintiffs were fraudulently induced and acted under duress to execute the deeds to transfer of the subject property and release of claims against the Defendants and their co-conspirators this past January 2022 under fear and duress,

financial and economic and fear of physical harm by Defendants. The Plaintiffs clearly did not receive adequate consideration when it assigned it's 100% development and control at the initial joint ventures acquisitions and now has yet again been extorted and threatened to turn over the transfer tens of millions of dollars of profits and development rights and release of claims it has against the Defendants. Such transfers and release of claims are therefore invalid and was again extorted away from the Plaintiffs 33 1/3 % of the profit in the sale of the Shoppes at Swansea and the True Storage Portfolio to Prime Storage.

The Plaintiffs hereby demand that the transfer of the Property evidenced by the Special Warranty Deeds dated January 11, 2022, and recorded in the Bristol County Registry of Deeds (Fall River) in Book 10885 at Page 193 and Book 10885 at Page 197, back to Ocean 100% of be rescinded and the 100% ownership of the Shoppes at Swansea and True Storage Swansea be returned to the Plaintiffs forthwith and the True Storage Portfolio sale been enjoined indefinitely.
In further support, The Plaintiff state as follows:

E.F.1. On March 6, 2019, on behalf of the "plaintiffs entered into binding Letter(s) of Intent ("LOI") with the seller of the Mall Properties, Carlyle Partners, LLC, to purchase the two parcel, 88 acre, 650,000 square for, dark mall, for approximately $5.25 million and was successful in negotiating this great purchase for the 100% benefit of the Plaintiffs development company Ocean Holdings

E.F.2. In the course of McLaughlin's representation of the Plaintiff, McLaughlin provided legal advice to Plaintiffs including but not limited to review of the Walmart lease which affected the property, Easements with Covenants and Restrictions ("ECR") with Walmart, the purchase and sale agreement, financing, and zoning and legal matters with the Town of Swansea (the "Town").

E.F.3. By way of example, in an April 13, 2019 email to McLaughlin, Plaintiff updated McLaughlin on the status of the deal, Walmart's agreement to the ECR, and the fact that his skill set, and his firm's name would be helpful in dealing with the Town.

E.F.4. Plaintiff's agreed to joint venture with Brady, which partnership was to be Brady, and Plaintiffs as equal, tenant in common 33 1/3 owners each of the Mall Property with the other 1/3 going to a more experienced and less controversial developer and Brady and the Plaintiffs being 50/50 owners of the True storage at Swansea parcel. The exchange between the parties was for the Plaintiffs to grant 100% control and assignment of contract purchase rights, almost ($15 million below what the bank was owed on the Property), to Defendant Brady and for Defendants immediately agreed to front 100% of the capital needed for the entire development and investment to develop the upwards of $150,000,000 of the mixed use lift style center and Swansea Town Hall that the Plaintiff and the other development partner envisioned for the as the project

E.F.5. Plaintiffs had initial extolled to Brady the benefits of having attorney Mclaughlin, as our permitting and zoning attorney. Plaintiffs also tapped McLaughlin legal consult, to advise on the deal with the two other partners. As Mclaughlin had now seen the tremendous value in the Plaintiffs development opportunity he continually purported himself as Plaintiffs "secret investor" now demanding he would lend money to the Plaintiffs for a 10% return on what ever money the Plaintiffs may have needed. Where Defendant Mclaughlin often bragged about how he was sophisticated and very experienced real estate lawyer/litigator and private money lender. Specifically, Plaintiff mentioned McLaughlin's reputation in obtaining successful results for clients and wrote "George is the guy to get us a supermarket and whatever else we need on that site!!! The best dam 'land use bazooka litigator' you can get!" [Ex. 2, 4/13/19 Email to Brady.]

E.F.6. Through many communications with McLaughlin, he never stated that he was providing the Plaintiff and the other partners with anything else other than legal advice to and/or for Plaintiffs and the newly formed holding partnership. As the multi-million dollar closing was fast approaching, Mclaughlin, was insistent that he lend some part of the funds needed and to tell Brady that he "Mclaughlin" had the Plaintiffs end covered. The Plaintiffs now had too much money now available committed to be invested. AS the Plaintiffs with upwards of almost $7 million that Brady had committed to the Plaintiff's interest and financial investment into the deal, Brady had already committed. Defendants Brady and Mclaughlin usurp upwards of $100,000,000 in development and real estate value away from the Plaintiff

E.F.7. Only did both Brady and Mclaughlin, "bait and switch" Plaintiffs at the last minute, where now Mclaughlin had demanded 20% stake and Brady demanded another 8% stake and Plaintiffs was forced into accepting a mere 5% stake, when the dust settled at the table. Whereas the true 33% stake is now worth well in excess of $30 million dollars in eventual development profits, long term cash flow and millions of dollars in tax benefits. Plaintiffs has never received the full and final consideration for the Plaintiffs assignment of it's 100% beneficial contract rights. This past winter, at the direct tactical control Brady and his Attorney Partner, George Mclaughlin, have attempted to silence Plaintiff's claims to the entire project.

E.F.8. Where McLaughlin had tried to extort over $950,000 in cash from Plaintiffs, that was not due his office as he sent demand letter at the direction of Brady where they threatened usurp Plaintiff's 5% stake and financial bankrupt Plaintiffs, seeking collection for almost $1 million by Brady, who demanded Plaintiffs pay or else forfeit his stake in the Property. Plaintiffs was thus induced and coerced into executed an agreement to transfer his interest in the Property for a *de minimus* amount.

The above facts support Plaintiff's claims that it was coerced and defrauded into executing the transfer documents under duress. The above facts also support the claim that both Brady and McLaughlin conspired to usurp Plaintiff's interest in the Property.

As a result of Brady, and McLaughlin's actions, both Plaintiff

Brady, GF and McLaughlin have violated G.L. c. 93A in the following respects, *inter alia;*

- By breaching the fiduciary duty to Plaintiff in violation of G.L. c 93A §2, and 940 C.M.R. §3.16, by not representing the best interest of Plaintiffs and Ocean;
- By failing to provide the required duty of care and breaching said duty of care, causing damage to Plaintiff in violation of G.L. c 93A §2, and 940 C.M.R. §3.12;
- By engaging in fraud in misrepresenting the value of the Property causing damage to Plaintiff in violation of G.L. c 93A §2, and 940 C.M.R. §3.13;
- By self-dealing, causing damage to Plaintiff in violation of violation of G.L. c 93A §2, and 940 C.M.R. §3.13

Further, Plaintiff maintains claims for *inter alia* tortious interference, breach of contract, breach of fiduciary duty, unfair and deceptive trade practices pursuant to Chapter 93A. Plaintiff reserves all rights it has in the Property and other True Storage properties as Plaintiff has a 50% equitable interest.

This letter shall serve as formal demand upon both GF Funding Swansea, LLC, Defendants to cease and desist in the proposed sale of the Property and sale of any of the other True Storage Project listed in this demand. (See Exhibit A) Plaintiff intends to seek relief to maintain the *status quo* and avoid further harm by way of seeking a preliminary and permanent injunction, filing a *lis pendens*, so now levied along with the demand letter against all properties referenced in this demand for specific performance, and/or writ of attachments to the extent allowed by law.

Unless Plaintiff and the Defendants agree to a standstill agreement to allow the parties to further resolve the issues set forth above, Plaintiff intends to file a lawsuit against Defendants and any party acting in connection with Defendants for turn over, specific performance, damages and other applicable relief in order to protect and preserve its rights to the Property in excess of $100,000,000.

Plaintiff reserves its right to exercise, in such manner as he elects, any one or more of the remedies available to him and/or Plaintiff pursuant any agreement(s) between and among the parties or Prime Storage and any other outside developer that has entered into LOI or purchase contacts to the sell the Plaintiff's property and claims to True Storage properties and its self-storage assets and intellectual property that the Plaintiff has a 50% or more ownership claim to as otherwise available at law or in equity and nothing contained herein shall constitute a waiver of any rights of Plaintiffs and/to pursue such rights and remedies.

Defendants are hereby advised that negotiations or other discussion, if any, between Defendants and Plaintiff or their respective agents or representatives that are not memorialized in writing, shall not constitute a waiver of Plaintiff's right to exercise its rights and remedies under the Agreement, or otherwise, at law or in equity. Defendants shall not be entitled to rely upon any verbal statements made or purported to be made by or on behalf of Plaintiff in connection with any alleged agreement by or on behalf of Plaintiff to refrain from exercising any of its rights available to it. The

Defendants have until Monday at 2 pm to agree to standstill and agree not to convey any property or business or enter into any new financial loans and or refinance
The specific enumeration of Defendants' actions contained in this letter shall not constitute a waiver of any or all other claims or actions against Defendants, which may now or hereafter exist under the Agreement, including any asserted in prior notices or correspondence.

Regards,

Shawn M. Masterson

Cc: Kevin Salvaggio, Esq. Special Counsel to Plaintiffs.

145 Waterman Street, Providence RI 02906
Phone: (401) 455-0002 Fax: (866) 484-9499

Exhibit A

Massachusetts Properties

55 Green Street
Clinton, Massachusetts

85 Granby Road
Bloomfield, Connecticut

2201 Boston Road
Wilbraham, Massachusetts

966 Shawmut Ave
New Bedford, Massachusetts

969 Shawmut Ave
New Bedford, Massachusetts

170 Clay Pond Road
Bourne, Massachusetts

2625 Swansea Mall Drive
Swansea, Massachusetts

34 Forest Street
Attleboro, Massachusetts

Connecticut Properties

10 Prospect Hill Terrace
East Windsor, Connecticut

Rhode Island Properties

777 Providence Street
Woonsocket, Rhode Island

100 Niantic Avenue
Providence, Rhode Island

1500 Elmwood Avenue
Cranston, Rhode Island

NOTICE TO PRESERVE ALL EVIDENCE

The above described events shall be defined as the "Litigation Event." You may have in your possession, custody, or control documents, information, and electronically or digitally stored information relevant to the Litigation Event. You are under a legal duty to preserve, retain, and protect all possibly relevant evidence, including electronic evidence, once litigation is reasonably anticipated or has commenced. The failure to preserve and retain evidence, including but not limited to the electronic data outlined in this notice below, constitutes spoliation of evidence and can subject You to sanctions by the court should the above-referenced matter proceed to litigation.

This notice applies to both on and off-site computer systems, removable electronic media, cell phones, plus all computer systems, services, and devices (including remote access and wireless devices) used by You. For purposes of this notice, electronic data or electronic evidence shall include, but not be limited to, all electronically stored documents, records, images, graphics, recordings, text files (including word processing documents), presentation files (such as PowerPoint), spread sheets (such as Excel), e-mail and other electronic communications files (such as Outlook) and information concerning e-mail files (including logs of e-mail history and usage, header information, and deleted files), internet history files and preferences, social media, blog postings, graphical files in any format, databases, calendar and scheduling information, task lists, telephone logs, text messages, contact managers, computer system activity logs, and all file fragments and backup files containing electronic data.

Specifically, You are instructed not to destroy any hard copy materials related or referring to the Litigation Event and not to destroy, disable, erase, encrypt, alter, or otherwise make unavailable any electronic evidence relevant to the Litigation Event. You are further instructed to take reasonable efforts to preserve all such material and data.

The importance of immediate action cannot be overstated. Electronically stored information is easily corrupted, altered, and deleted in normal daily operations. Even booting a drive, running an application, or reviewing a document can permanently alter evidence. An important method for preserving data in its original state is to have a forensic image (mirror image or clone image) made of pertinent hard drives of both office and home computers used for business and of network servers. This image captures all current data, including the background or metadata about each document. Simply copying data to a CD-ROM or other common backup medium is not adequate. For each captured image file, record and identify the person creating the image and the date of creation. Secure the file to prevent subsequent alteration or corruption and create a chain of custody log. Once the forensic data image file is created, the pertinent computer or other device can be placed back into operation.

This preservation notice covers the above items and information between the following dates: March 6, 2019, to present. Follow the above procedures to preserve electronic information created after this notice.

EXHIBIT 6

E-FILED 3/17/2022

AFFIDAVIT OF NEIL KREUZER

AFFIDAVIT OF NEIL KREUZER IN SUPPORT OF DEFENDANTS' MOTION TO DISMISS

I, Neil Kreuzer, make this affidavit based on my personal knowledge under oath:

1. I have been general counsel to various Gotspace entities, since at least 2017 and have also acted as corporate counsel to the different development division of the company, in their acquisition, debt and equity placement of multiple real estate development opportunities that principal Nicholas Fiorillo identifies for the parent company, Gotspace Development, LLC (Gotspace Development).

2. In early January 2021, we had just completed a $30.3 million dollar debt and equity raise in order to facilitate the acquisition two value-add self-storage facilities located in Beverly and Gloucester Massachusetts for Gotspace Development. I had been involved in the oversight and legal review for the company's $4 million dollar capital raise that was loaned from the Spitalny Family. Where Peter Spitalny and his sons, Jake & Sam and Steven Quillinan, purported themselves as legitimate passive accredited investors, who had agreed to invest into our structured Gotspace self-storage investment fund. Where they were to receive a return on their capital and a minority share in the Funds eventual profit, upon the sale to the Life Storage REIT; that Nicholas Fiorillo had partnered with to operate the storage facilitates.

3. Immediately after the Spitalny Family funded the $4 million dollars into the storage opportunity. Gotspace Development had presented another exciting opportunity for the Spitalnys to participate in, Gotspace Data Fund. An equity fund that was positioned as the early stage investment fund that was to lend capital into the digital infrastructure start up Gotspace Data Partners, founded by Nicholas Fiorillo.

4. Simultaneously, I was involved in providing this new data infrastructure "start-up" legal advice and counsel on many different aspects of this new company. I was working alongside Nicholas Fiorillo and the rest of the Gotspace data team, of Brian Sheehan, Shawn Townsend and Thomas Quinn, as they were putting together the "pitch deck". Where the company had finalized their funding requirements and distributed their accredited investment request for funding to the Spitalny Family for $12.5 million dollars. This was the bare minimum of capital that the group had explained was needed to pursue the digital infrastructure opportunity in the state of Connecticut.

5. It was then, that the Gotspace Data Fund was established and it was agreed by the Spitalnys, they would receive a similar investment return in the data deal, but their investment was to be in a more restrictive and limited investment fund, called Gotspace Data Equity Fund. They initially agreed to fund the total $12.5 million dollar opportunity which included the repayment of Nicholas Fiorillo's own personal funds he had invested up to that moment of upwards of $1 million dollars.