

6. On or about February 15, 2021, it was agreed that the Spitalnys would fund the total of \$12.5 million, but on the morning of closing, they attempted to “re-trade” Nicholas Fiorillo and demanded 10% more shares in GSDEF, almost 8% more than was negotiated for \$12.5 million they agreed to fund at the closing. Fiorillo flat out refused to give up any more equity and it was agreed that the \$12.5 million would be advanced in two rounds with \$5.15 million that day, and the balance to be advanced to GSDEF in 45-60 days. The balance of the funds so promised, would be advanced, when Peter Spitalny would be able to “put the rest together, where it was left to Nicholas Fiorillo to work with Peter Spitalny and Raymond Green to fund the Spitalnys’ shortfall, until Peter Spitalny could come up with the balance of the \$12.5 million he initially agreed he would fund.
7. Nicholas Fiorillo, on behalf of GSDEF and in favor of the Lenders S & Q Data a/k/a (Peter, Jacob and Samuel Spitalny and Stephen Quillinan), agreed to execute the \$5.15 million dollar note, on the condition they would fund the balance of the \$12.5 million that was needed, over the course of the next 45-60 days and when Peter Spitalny funded the balance of the \$12.5 million, a new note that was to be 24 month term and release of Nicholas Fiorillo personal guarantee and repayment of his own investment, of upwards of \$1 million was to be repaid.
8. During the summer of 2021, the Spitalnys had banded together with Thomas Quinn, Shawn Townsend and Raymond Green and continued leveraging GSDEF for more equity and control of the company and were withholding funds that had already pledged to invest and were tortiously hindering the company’s ability to operate. As Fiorillo was desperately trying to keep the company afloat, the company and Fiorillo was forced into negotiating for a new note with very different terms that were far more disadvantageous to the company and Nicholas Fiorillo, such \$9.65 million dollar note was executed and funded partially, that paid off the initial note of \$5.165m and Fiorillo was forced to give up more equity.
9. The Spitalnys were well aware that Raymond C. Green and (RCG) were owed considerable amounts of money that Nicholas Fiorillo had to facilitate back in February 2021 to cover the shortfall from Peter Spitalny's failure to fund, in order to make up for the shortfall to fund the balance of the \$12.5 million they had earlier had agreed. It was rather obvious to me, that this entire investment pledge and later withholding of the funding from the company was premeditated from the onset of the initial commitment that S & Q Data gave for the \$12.5 million.
10. Fiorillo, having no other help and many broken promises of funding the balance of the \$12.5 million, from the Spitalnys, was forced to sign personally on the RCG bridge loan which was also being called in. Ray Green was threatening Nicholas Fiorillo with multiple foreclosures on his personal home and other commercial real estate holdings and was demanding upwards of \$1,000,000 or else he was to notice all the seller in Connecticut, he was foreclosing on the contracts of the valuable data campus sites.
11. This demand from RCG was inappropriate, since the loan was not in default. However, in order to appease Raymond Green's foreclosure demands and prevent the loss of Fiorillo's family home, as a further inducement to renegotiate the RCG loan to stop the foreclosure of Fiorillo and GSDEF assets. The Spitalnys, had earlier signed a subordination agreement with RCG, placing S & Q Data in junior position to the \$3,000,000 line of credit that the

Nicholas Fiorillo had facilitated for the benefit of GotSPACE Data Equity Fund, to bridge the shortfall of capital that the Spitalnys underfunded.

12. As a good-faith payment towards the RCG note and to delay the threatened foreclosure by RCG, a \$500,000 payment was sent by Peter Spitalny to pay down RCG for the benefit of GotSPACE Data Equity Fund. This was on the condition that Fiorillo would execute a new note and give up more equity in GSDEF.
13. On or about on August 4, 2021, the subsequent note was signed by Borrower, for the benefit of the Lender, for the amount of \$9.65 million where the balance of the \$950,000 was advanced to GSDEF for the benefit of RCG and the additional \$3.65 million dollars was to be advanced that day.
14. The note was presented to Borrower at the offices of RCG, where the execution of such note was witnessed, and then notarized by Spiro Stylianopoulos, the bookkeeper, notary and clerk of RCG. With having no other choice or face a foreclosure by RCG and GotSPACE going financially bankrupt from lack of funding from S & Q Data, under fear of the loss of Fiorillo family home, he executed the \$9.65m note and gave up more equity.
15. The paramount condition precedents to induce S & Q Data to advance the \$9.65m note included (1) the previous note of February 15, 2021 was paid in full and an additional fee of \$150,000 would be charged as an upfront fee; (2) \$4,500,000 additional was to be released to the Borrower upon execution forthwith; (3) GSDEF would grant additional equity to the beneficiary of S & Q Data upon the release of the entire \$9.65m to borrower; (4) S & Q Data would release Nicholas Fiorillo personally from the obligations under any and all the notes that both S & Q Data and Storage Bros LLC had took as additional collateral to secure such advances in the data deal and the early storage advances from the January 2021 \$4.5m note and the now-retired February 2021 \$5.15m and the August 2021 \$9.65m note.
16. On August 4th, 2021 at 1:50 pm, I was patched in to a conference call with Jake Spitalny and Nicholas Fiorillo, where I was instructed by Jake Spitalny, to immediately release, certify and forward, via email, the now fully executed \$9.65m note. Only then after I had acknowledged and certified such notes validity and Nicholas Fiorillo's signature, would Jake instruct his dad, Peter Spitalny, then wire funds to benefit of GotSPACE Data Equity Fund. Jake Spitalny had demanded, before he released the balance of any funds, I must send him this notarized note directly to him and the other family members.
17. It was clear to me, until and unless Nicholas Fiorillo, on behalf of the Borrower GSDEF, executed and delivered the new note of \$9.65m and gave up the additional equity in GotSPACE Data Fund, to the Spitalny Family. GotSPACE Data, was never going to receive the balance of the initial promised \$12.5 million dollar investment or any of the funds promised that day, (the balance of the \$9.65 million dollars), that was pledged but never funded at the initial close of the funding round in February of 2021.
18. In the following weeks of August, I continued to be involved on a day-to-day basis with the many data land purchase contracts, where at times, we would be on calls with Jake, Sam and Peter Spitalny and Steven Quillinan and the other members of the GotSPACE

Team. They never notified me that the \$9.65 million dollar note was not valid nor acceptable. In fact, Nicholas Fiorillo even invited me to attend face to face meetings, and a weekend trip to Saratoga Springs for a “day at the races” with the Spitalny Family. Nicholas Fiorillo was even invited to the late summer wedding of Steven Quillinan, just before labor day of that summer. It was quite apparent that immediately after Fiorillo gave up more stock in the company, S & Q Data and the Spitalny Family were extremely happy with the company and Fiorillo’s efforts at GotSPACE Data Equity Fund to complete the data deal in Connecticut.

19. On or about September 4th 2021, with the company still in desperate need of the day-to-day funding and being faced with many other financial demands the fund had made to RCG. The balance of the \$9.65m funds were being held up yet again and it was now obvious to me, that the Spitalny Family had duped Nicholas Fiorillo, yet again, into giving up more equity in GSDEF and had no intention to fund the balance they re-certified they would invest. Nicholas Fiorillo called me earlier that morning in a panic and informed me the Spitalnys, Thomas Quinn, Ray Green and Shawn Townsend, had joined forces and were demanding even more equity in GSDEF. I then served a breach and default letter on the behalf of GotSPACE Data Equity Fund to the Spitalny Family for failure to fund the balance of \$9.65 million dollars.
20. It was now apparent to me, Raymond Green, the Spitalnys, Thomas Quinn and Shawn Townsend were now demanding upwards of 90% of the equity and 100% control of the company and where not going to fund the remaining capital. To date, GSDEF has yet to receive the balance of the \$9.65m and now had been bombarded with a consorted effort by Raymond C Green, Peter Spitalny, Stuart Bornstein and their affiliate lending companies and have joined together to financially ruin both Nicholas Fiorillo and GotSPACE and our affiliate development companies in an apparent attempt to “loan to own” the assets of GotSPACE Data Equity Fund and Ocean Development and Nicholas Fiorillo's affiliated GotSPACE development corporations.

Signed under the penalties or perjury, this 16th day of March, 2022.

/s/ Neil Kreuzer

Neil Kreuzer 3/16/2022

LAW OFFICE OF NEIL KREUZER

268 Newbury Street, Fourth Floor, Boston, MA 02116-2424 Tel: (617) 739-9700 Fax: (617) 739-8484

Neil Kreuzer, Esq.

**Disqualification Notice to George McLaughlin III & McLaughlin Brothers, PC
by Client, Nicholas Fiorillo and GotSPACE Development, GotSPACE Data and
Affiliate Companies and Demand to Turnover Malpractice Carrier Contact and
Policy Coverage Limits**

December 1, 2021

Dear Mr. McLaughlin,

Please be advised we have firmly established that you and your law office have direct conflicts that have been raised by my client which unequivocally disqualify you and your firm from taking any adverse position against my clients. You are now hereby barred in taking any adverse position, controversy, or dispute involving Nicholas Fiorillo, GotSPACE Development, GotSPACE Data Partners, or any of his associated entities.

This has so disqualified you, effective as of three weeks ago, when you telephoned Mr. Fiorillo trying to perpetrate your shake down and exploitation of his confidential disputes and claims he had proffered up during your call with him in your attempt to continue representation of him. My client initially confided in you as you pressed for more and more strategic information to see how you could bully your way into yet another deal of my clients. Mr. Fiorillo exposed you and put you on notice that day, that he was going to conflict you out and immediately disqualify you from getting involved with any of the bad actors, that he explained in confidential detail in how he was harmed by their efforts to undermine his GotSPACE Storage and GotSPACE Data development businesses.

You previously acted as Mr. Fiorillo's attorney and continue to be his over-reaching partner in multiple real estate opportunities. You conned my client into believing you were acting as his attorney with his best interest in mind. I happen to agree squarely with my client on this point, as Nick says, it is laughable to think you think you could push your luck any further with him.

Furthermore, it is preposterous to think you could represent any of these bad actors that have been conspiring against Mr. Fiorillo and his development companies you have worked for in the past. I find it extremely alarming that you believe that you can take any position on any level involving Mr. Fiorillo's business interests, when he has now quite

publicly exposed, disqualified you, and has uncovered your most recent ulterior motives and further conspiring of sorts with Quinn and the Spitalnys.

Take this as your formal notice and acknowledgement by your position via email yesterday, after such effective notice of your disqualification, that you declared that you are not withdrawing as counsel for these bad actors. Be warned, Mr. Fiorillo has now informed me that you and your firm are to be put on formal notice that he has engaged outside counsel to bring a malpractice suit against both you and your firm for clearly violating the numerous rules, regulations, and pledges all the attorneys that are licensed to practice law in the state of Massachusetts live by.

Here's an excerpt of some relevant sections of Massachusetts Rules of Professional Conduct that all licensed attorneys must uphold in this state. Having a license to practice law is not a right, but a privilege; and these rules are taken very seriously when bad actors, like yourself bend them, like you have been doing for years. Today you have now obviously broke them. More to my opine, you think the rules do not apply to you. Rest assured they apply to all currently practice lawyers in this state.

Excerpt & Abridged inset (I have found numerous other violations and counting)

RULE 1.8 CONFLICT OF INTEREST: PROHIBITED TRANSACTIONS (a) A lawyer shall not enter into a business transaction with a client or knowingly acquire an ownership, possessory, security, or other pecuniary interest adverse to a client unless: (1) the transaction and terms on which the lawyer acquires the interest are fair and reasonable to the client and are fully disclosed and transmitted in writing to the client in a manner which can be reasonably understood by the client; (2) the client is given a reasonable opportunity to seek the advice of independent counsel in the transaction; and Rule 1.8 -23- (3) the client consents in writing thereto. (b) A lawyer shall not use confidential information relating to representation of a client to the disadvantage of the client or for the lawyer's advantage or the advantage of a third person, unless the client consents after consultation, except as Rule 1.6 or Rule 3.3 would permit or require. (c) A lawyer shall not prepare an instrument giving the lawyer or a person related to the lawyer as parent, child, sibling, or spouse any substantial gift from a client, including a testamentary gift, except where the client is related to the donee.

RULE 1.9 CONFLICT OF INTEREST: FORMER CLIENT (a) A lawyer who has formerly represented a client in a matter shall not thereafter represent another person in the same or a substantially related matter in Rule 1.9 -25- which that person's interests are materially adverse to the interests of the former client unless the former client consents after consultation. (b) A lawyer shall not knowingly represent a person in the same or a substantially related matter in which a firm with which the lawyer formerly was associated had previously represented a client (1) whose interests are materially adverse to that person; and (2) about whom the lawyer had acquired information protected by Rules 1.6

and 1.9(c) that is material to the matter, unless the former client consents after consultation. (c) A lawyer who has formerly represented a client in a matter or whose present or former firm has formerly represented a client in a matter shall not thereafter, unless the former client consents after consultation: (1) use confidential information relating to the representation to the disadvantage of the former client, to the lawyer's advantage, or to the advantage of a third person, except as Rule 1.6, Rule 3.3, or Rule 4.1 would permit or require with respect to a client; or (2) reveal confidential information relating to the representation except as Rule 1.6 or Rule 3.3 would permit or require with respect to a client.

RULE 1.10 IMPUTED DISQUALIFICATION: GENERAL RULE (a) While lawyers are associated in a firm, none of them shall knowingly represent a client when any one of them practicing alone would be prohibited from doing so by Rules 1.7, 1.8(c)....

Please be advised: Let this letter be your formal notice from me as corporate and personal counsel to GotSPACE Development, GotSPACE Data Partners, and all its affiliate companies, and Nicholas Fiorillo individually, that he has raised a rock solid multi-faceted substantiated conflict of interest position and has hereby disqualified you and your firm and has clearly conflicted you out and anyone in your firm from taking any position adverse to Mr. Fiorillo or his entities.

I suggest that you advise us that you will withdraw from representation of the above bad actors and their companies and swiftly return any ill-gotten monies they may have advanced you immediately in relation to taking on any action against Mr. Fiorillo. Mr. Fiorillo has also directed me to formally request the identity of your malpractice carriers, detail your coverage limits, and notify your insurance contact attorney that will be handling these claims Mr. Fiorillo is bringing against you and your firm forthwith.

Sincerely,

A handwritten signature in black ink, appearing to read "Neil Kreuzer", with a long, sweeping horizontal stroke extending to the right.

Neil Kreuzer

LAW OFFICE OF NEIL KREUZER

268 Newbury Street, Fourth Floor, Boston, MA 02116-2424 Tel: (617) 739-9700 Fax: (617) 739-8484

Neil Kreuzer, Esq.

**Disqualification Notice to George McLaughlin III & McLaughlin Brothers, PC
by Client, Nicholas Fiorillo and GotSPACE Data Partners, LLC and Affiliate
Companies and Demand to Turnover Malpractice Carrier Contact and Policy
Coverage Limits**

December 6, 2021

Dear Mr. McLaughlin,

Please be advised we continue to firmly establish that you and your law office appear to have perpetrated a sophisticated criminal racketeering conspiracy against my client over a matter of years that continues to harm my client both physically, punitively and financially, by and through, but not limited to, your direct and indirect tortious and tactical hunting for clients that are adverse to my client. Your behavior most recently has risen to a criminal level, for the sole purpose to harm my client financial and now physically, in your now quite obvious failed attempt to silence and destroy him and his companies in your sophisticated "cover up" for your own benefit and bank account. Your "sneak, search, swindle and destroy" evil game of checkers has gone on for far too long and your new found and now all lost, former clients, have left you holding the bag.

My client believes, and now after I have been in multiple discussions with his outside malpractice attorney's and other legal team, I steadfastly agree with all of them, that your blatant conflicts with GotSPACE Data and your laughable position you have attempted to take up with all the usual suspects, like Quinn and the FO from Albany, continue to support Nick's and his companies position, "George is a narcissistic, unstable, unlawful person that should be disbarred immediately" and "His convenient, self-serving selection of former clients, he hustles into hiring or firing and always eventually stealing from them" has gone on long enough. We continue to believe unequivocally the Board of Bar Overseers and your malpractice carriers and their attorneys will see it our way as well.

You and your firm's negligent actions continue to unequivocally disqualify you and your firm from taking any adverse position against my client and any of his affiliated companies. For a matter of multiple years, you have perpetrated a pattern of tactical legal malpractice against my client and his numerous real estate development companies, purchase contract rights, ownership of and substantial financial investments and your petty attempts to usurp from him many of his attractive real estate

development deals and income producing properties. All of which have caused over \$50,000,000 losses of property interests and investment income and value add opportunities, which you continue to conspire to defraud, extort, and continue to threaten to murder my client, if he did not keep his "mouth shut" as you and your associates continue to steal my client's monies, property and contract rights to purchase of his multiple properties in the states of Connecticut, Massachusetts, Rhode Island and New Hampshire.

Most recently, you and Quinn have continued to tactical direct, all the usual suspects as you comically attempted to take up arms with against my client, for now the third time. You are now hereby barred in taking any adverse position, controversy, or dispute involving Nicholas Fiorillo, Gotspace Data Partners, or any of his associated entities.

You were disqualified back in September, where you telephoned Mr. Fiorillo, trying to perpetrate your shake down and exploitation of his confidential disputes and claims he had proffered up during your calls with him, in your attempt to continue representation of him. As we now know your existing client initially confided in you as you pressed for more and more strategic information to see how you could bully your way into yet another deal of my his as Nick says, Mc Laughable. As we have earlier notified you, Mr. Fiorillo exposed you and put you on notice that day, that he conflicted you out and demanded you immediately disqualify yourself from getting involved with any of the bad actors adverse to him. You baited him into disclosing strategic privileged attorney-client information to his detriment, that your former clients and you now have attempted to use against Gotspace Data and Gotspace Storage and my clients many other real estate and financial investment holdings.

You previously acted as Mr. Fiorillo's attorney and continue to be his over-reaching expressionistic partner in multiple real estate opportunities. You conned my client into believing you were acting as his attorney with his best interest in mind. I happen to agree squarely with my client, as Nick says, "Mr. Mc Laughable is crazy to think he could push his luck any further and not end up being defrocked and disbarred and getting sued for millions in malpractice." I find it extremely alarming that you believe that you can take any position on any level involving Mr. Fiorillo's business interests, when he has now quite publicly exposed, disqualified, and has uncovered your most recent ulterior motives and further conspiring of sorts with Quinn and the Spitalnys and the latest boondoggles with Gotspace Data. Your now clearly tortious and deficient and quite libelous, so-called demand letter you penned for Quinn, demanding that he be restated, is petty and extortionistic in nature. When your ludicrous demand was not met, ordering Quinn to email out your laymen demand on Attorney Fasano was priceless and shows clearly you have come to the end of your your lawless law carrier. I am curious to think what made either of you believe, Attorney Fasano, would turn over any privileged and proprietary attorney-client information to your bad acting former clients? (see attached)

Most recently, we have been in contact with multiple sellers and their attorneys, along with Ray Green and his CT counsel and have been informed that, you yourself and multiple former stakeholders and their associated bad actors have been up to their old

tricks again. Your conspiratorial directing of your former clients and the checker board moves you keep getting crushed on, as you attempt to undermine our multiple purchase contracts and further conspiring with Raymond Green to tortiously "blow up GSDP forward objectives" are as would Nick would say "These Checker Playing Idiots think they can get away with acting like a bunch of loan sharking Mafia Thugs, is Priceless". We have also been told you have been conspiring with owners of the Verde Company as well and are plotting another conspiratorial attack against GotSPACE Data, where Quinn and you and Mr Bornstein and Mr Green, plan on making some far reaching tortiously disruptive claim against GotSPACE Data, that somehow our assets are those of Verde, LLC.

Please advise all your former client bad actors, my client is the 2nd largest unsecured creditor of Quinn's first Verde "Bust Out" Ponzi Schemed \$45,000,000 Gaslite and we are keeping a very close track on that debacle of litigation. We feel extremely confident our corporate actions taken against Quinn's and the Family office was right and just and they are truly "Out of the Companies", until and unless they find their next time around, a licensed competent law firm, that will be able to present their claims to a jury.

We continue to receive substantial legal affirmation and support for our multiple emergency actions we took and the basis for such actions continue to be proved every time you and your clients move your pre-school checkers around the board. Our corporate actions continue to be upheld by one of most substantial specialized malpractice law firms in New England, whom we have been discussing our issues with and we are moving swiftly to bring our malpractice claims against you and your firm.

We have further statements from certain sellers, that further support our ongoing investigations and fact patterns that continue to prove out that you and your firm and certain bad actors are participating in, what my client considers is a highly sophisticated "loan to own" scheme to usurp my clients out of their bonafide purchase contract rights, financial investments and these most recent actions continue to support all of our emergency corporate actions and removal of certain stakeholders and their corporate entities for cause.

The facts and all of your most recent actions and continuance of these unlawful violations of our multiple accredited corporate operating agreements and their now apparent and willful continued "bad actors" type of criminal conspiracy has now been fully exposed. We continue to amass undisputed facts and statements from our sellers and continue to be informed of the numerous unsolicited communications, emails and voice messages, Thomas Quinn, John Jensen, Peter Spitalny, Jake Spitalny, Steve Quillian, and somebody named Larry, has been up to no good. Your former clients are so embolden by your command of them, they have even been out visiting certain sellers in person, conducting conference calls and basically harassing and propositioning to "blow up" GotSPACE's bonafide purchase rights to land and usurp these parcels for themselves. Quinn and Steve Quillian and Larry have set out to undermine our planning and zoning efforts in all the towns that we are developing data centers in and planting false stories in digital trade and public newspapers we have proved out.

Take this as your formal notice and acknowledgment by your now 2nd deficient rebuttal and flat refusal to fire Quinn and CTDCD and step down as counsel. Nick says you have now, doubled down, on your position to stay on as long as you can, until The BBO immediate suspension that Nick plans on asking the BBO to give George for Christmas”

I agree with Nick and based upon your now effective 3rd disqualification demand, and the gift you keep on giving Nick, where you have declared again you are not withdrawing as counsel for Quinn and these bad actors that you continue to shacked up with against GotSPACE Data. Be warned, Mr. Fiorillo has now informed me that you and your firm are to be put on formal notice that he has engaged outside counsel to bring a malpractice suit against both you and your firm for clearly violating the numerous rules, regulations, and pledges all the attorneys that are licensed to practice law in the state of Massachusetts live by.

Here's an excerpt of some relevant sections of Massachusetts Rules of Professional Conduct that all licensed attorneys must uphold in this state. Having a license to practice law is not a right, but a privilege; and these rules are taken very seriously when bad actors, like yourself bend them, like you have been doing for years. Today you have now obviously broke them. More to my opine, you think the rules do not apply to you. Rest assured they apply to all currently practice lawyers in this state.

Excerpt & Abridged inset (I have found numerous other violations and counting)

RULE 1.8 CONFLICT OF INTEREST: PROHIBITED TRANSACTIONS (a) A lawyer shall not enter into a business transaction with a client or knowingly acquire an ownership, possessory, security, or other pecuniary interest adverse to a client unless: (1) the transaction and terms on which the lawyer acquires the interest are fair and reasonable to the client and are fully disclosed and transmitted in writing to the client in a manner which can be reasonably understood by the client; (2) the client is given a reasonable opportunity to seek the advice of independent counsel in the transaction; and Rule 1.8 -23- (3) the client consents in writing thereto. (b) A lawyer shall not use confidential information relating to representation of a client to the disadvantage of the client or for the lawyer's advantage or the advantage of a third person, unless the client consents after consultation, except as Rule 1.6 or Rule 3.3 would permit or require. (c) A lawyer shall not prepare an instrument giving the lawyer or a person related to the lawyer as parent, child, sibling, or spouse any substantial gift from a client, including a testamentary gift, except where the client is related to the donee.

RULE 1.9 CONFLICT OF INTEREST: FORMER CLIENT (a) A lawyer who has formerly represented a client in a matter shall not thereafter represent another person in the same or a substantially related matter in Rule 1.9 -25- which that person's interests are materially adverse to the interests of the former client unless the former client consents after consultation. (b) A lawyer shall not knowingly represent a person in the same or a substantially related matter in

which a firm with which the lawyer formerly was associated had previously represented a client (1) whose interests are materially adverse to that person; and (2) about whom the lawyer had acquired information protected by Rules 1.6 and 1.9(c) that is material to the matter, unless the former client consents after consultation. (c) A lawyer who has formerly represented a client in a matter or whose present or former firm has formerly represented a client in a matter shall not thereafter, unless the former client consents after consultation: (1) use confidential information relating to the representation to the disadvantage of the former client, to the lawyer's advantage, or to the advantage of a third person, except as Rule 1.6, Rule 3.3, or Rule 4.1 would permit or require with respect to a client; or (2) reveal confidential information relating to the representation except as Rule 1.6 or Rule 3.3 would permit or require with respect to a client.

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Please be advised: Let this letter be your formal notice from me as corporate and personal counsel to GotSPACE Data, GotSPACE Storage, and all their affiliate companies, and Nicholas Fiorillo individually, that he has raised a rock solid multi-faceted substantiated conflict of interest position and has hereby disqualified you and anyone in your firm from taking any position adverse to Mr. Fiorillo or his entities.

Now for the third time or what Nick has stated "G.M. Last and Final Swing of His Legal Bat, HE IS OUT", Also again, we have now made our third demand to be directed to who your malpractice carriers are and what your detailed coverage limits are and notify your insurance carrier's legal department that will be handling Mr. Fiorillo claims against you that he has now publicly stated his intents on bringing against you for his multi-million dollar claim for malpractice, Nick says "Our malpractice attorneys are looking to see how big of a Christmas turkey they will be carving up this year."

Sincerely,

A handwritten signature in black ink that reads "Neil Kreuzer". The signature is written in a cursive style with a long, sweeping tail on the letter "z".

Neil Kreuzer

LAW OFFICE OF NEIL KREUZER

268 Newbury Street, Fourth Floor, Boston, MA 02116-2424 Tel: (617) 739-9700 Fax: (617) 739-8484

Neil Kreuzer, Esq.

**Disqualification Notice to George McLaughlin III & McLaughlin Brothers, PC
by Client, Nicholas Fiorillo and Ocean Investment Holdings, Truестorage
GotSPACE Development GotSPACE Data and Affiliate Companies and Demand to
Turnover Malpractice Carrier Contact and Policy Coverage Limits**

December 6, 2021

Dear Mr. McLaughlin,

Please be advised we have firmly established that you and your law office have direct conflicts that have been raised by my client which unequivocally disqualify you and your firm from taking any adverse position against my clients. You are now hereby barred in taking any adverse position, controversy, or dispute involving Nicholas Fiorillo, Ocean Investment Holdings, Truестorage, GotSPACE Development, GotSPACE Data Partners, or any of Fiorillo multiple associated corporate entities.

In your rebuttal letter of December 2, 2021, alleging that somehow there is no conflict between McLaughlin and Fiorillo, you allege that Mr. McLaughlin "never represented him as an attorney"; a very convenient choice of words. In other words, you somehow allege that other representation is possible; either he represented him or he didn't. McLaughlin was my client's attorney and acted as such during the entire Swansea Mall negotiation and eventually purchase of the project by my client and his pre-existing partners, Shane Brady and Dick Anagnost. I worked directly with McLaughlin and Attorney Pinard, it was clear from the beginning, you were his attorney and only later did you bully your way into stealing 18% of my client's ownership away from him in the mall deal, by "baiting and switching" him on three other deals you were acting as his attorney on, that you usurped his bona fide purchase rights and caused him to lose almost \$750,000 in good faith deposit monies Mr Fiorillo had invested into his own deals.

Similarly, you allege that "there has never been an engagement letter or other legal services contract between Mr. Fiorillo and this firm or Mr. McLaughlin". I'm not sure how alleging another violation by failing to record a relationship in writing is a particularly good defense. As you know well, McLaughlin worked with Nick on numerous transactions as potential partners and/or investors and Nick has consistently

stated he has paid tens of thousands of dollars to McLaughlin in cash and was continually directed to pay bills and subcontracting services that McLaughlin incurred as he tried to educate himself, at my client's expense, about Nick's deals that he was acting as his buyers counsel on. While some of them may not have led to investments; others clearly did, like Swansea Mall ("Swansea"), 330 Charger Street, Revere and the Peabody Development site that Nick had contracted to buy and invested upwards of \$450,000 in deposit monies that now McLaughlin, somehow thinks are his deals, as Nick says "Three strikes and the BBO says you're OUT"!

In your letter, in page 2, you allege that "both Mr. McLaughlin and Mr. Fiorillo invested in a project involving the Swansea Mall". In other words, they were partners, in the ownership of Swansea Mall by both being members; each in their own LLC: Mr. McLaughlin in Swansea Holdings, LLC; and Mr. Fiorillo in Ocean Investment Holdings, LLC. You continue your absolute falsehoods by alleging in the same paragraph that "Mr. Fiorillo is no longer associated with the Swansea Mall project". Not only is this untrue, but it is not relevant; your knowledge of financial information, and/or other nonpublic information about Nicholas Fiorillo is more than sufficient to disqualify you.

Clearly, in your letter of September 27, 2021, you thought he was an owner of Swansea. Curiously, despite being a member of Swansea, you allege to represent "the Owners" [of Swansea Mall]. You don't even define who you represent; however, you are actively taking an aggressive attempt to divest Fiorillo of his ownership interest by alleging that he should pay money to a Swansea Mall entity.

Most recently, within the past 5 days, my client, on the behalf of his holding company Ocean Investment Holdings, LLC, has been on multiple calls involving the of Swansea Mall and TruStorage at Swansea. Where Shane and Marc Pinard, counsel for Shane Brady and/or GF Funding Swansea (the majority owner of Swansea), are requesting Nick to sign pertinent development agreements and condo papers, as his company is a true and uncontested TIC owner of Swansea, that is now looking to recapture the 18% McLaughlin swindled out of him. By definition, no one asks a nonowning party to effectuate these types of papers, if he is, a true and uncontested TIC member through his holding company, where now on McLaughlin Third Strike, 18% my client is preparing to report him to the BBO for the third time, and bring an enforcement action to recuperate and seek punitive damages, again this all in direct contradiction to your allegations.

Just to be clear, McLaughlin's knowledge of Fiorillo's personal information is more than sufficient to disqualify him. In fact, he never should have represented the "Owners" (a curious name, since LLCs have members) of the Swansea Mall, since he obviously has a conflict since he is one of the members himself, obviously not for very long.

There are numerous and multiple additional conflicts.; I'm not going to waste additional time analyzing each conflict. If you continue, Fiorillo will certainly file a complaint.

Additionally, your allegation that I represented the Spitalnys in drafting the note is pathetic. I have never have represented them; in fact, any notes that they have

presented to my client, came from them, obviously I as an attorney for my clients, negotiated with the them for the benefit and on the behalf of my clients. All lending instruments were presented from them to us, any operating agreements were drafted by Nick and the FO, where I was always Nick's counsel. If you continue to allege such falsities, I will be forced to respond with my own remedies.

I find it extremely alarming that you believe that you can take any position on any level involving Mr. Fiorillo's business interests, when he has now quite publicly exposed, disqualified you, and has uncovered your most recent ulterior motives and further conspiring of sorts to further the usurping of the 18% of my client's interest in the Swansea Mall and the Caruso Properties my client has purchase contracts and almost \$750,000 invested in.

Take this as your formal notice and acknowledgment by your position via email yesterday, and earlier demand letter, that my client turns over upwards of \$610,000 in cash after such effective notice of your disqualification back in September, that you declared that you are not withdrawing as counsel for the other Swansea Mall Partners. Be warned, Mr. Fiorillo has now informed me that you and your firm are to be put on formal notice that he has engaged outside counsel to bring a malpractice suit against both you and your firm for clearly violating the numerous rules, regulations, and pledges all the attorneys that are licensed to practice law in the state of Massachusetts live by.

Here's an excerpt of some relevant sections of Massachusetts Rules of Professional Conduct that all licensed attorneys must uphold in this state. Having a license to practice law is not a right, but a privilege; and these rules are taken very seriously when bad actors, like yourself bend them, like you have been doing for years. Today you have now obviously broke them. More to my opine, you think the rules do not apply to you. Rest assured they apply to all currently practice lawyers in this state.

I specifically refer you to Rule 1.8 (a)(3)(below) where you took rights that my client had to the Swansea and Revere properties as your own without my client's written authorization.

Excerpt & Abridged inset (I have found numerous other violations and counting)

RULE 1.8 CONFLICT OF INTEREST: PROHIBITED TRANSACTIONS (a) A lawyer shall not enter into a business transaction with a client or knowingly acquire an ownership, possessory, security, or other pecuniary interest adverse to a client unless: (1) the transaction and terms on which the lawyer acquires the interest are fair and reasonable to the client and are fully disclosed and transmitted in writing to the client in a manner which can be reasonably understood by the client; (2) the client is given a reasonable opportunity to seek the advice of independent counsel in the transaction; and Rule 1.8 -23- (3) the client consents in writing thereto. (b) A lawyer shall not use confidential information relating to representation of a client to the disadvantage of the client or for the lawyer's advantage or the advantage of a third person, unless the client

consents after consultation, except as Rule 1.6 or Rule 3.3 would permit or require. (c) A lawyer shall not prepare an instrument giving the lawyer or a person related to the lawyer as parent, child, sibling, or spouse any substantial gift from a client, including a testamentary gift, except where the client is related to the donee.

RULE 1.9 CONFLICT OF INTEREST: FORMER CLIENT (a) A lawyer who has formerly represented a client in a matter shall not thereafter represent another person in the same or a substantially related matter in Rule 1.9 -25- which that person's interests are materially adverse to the interests of the former client unless the former client consents after consultation. (b) A lawyer shall not knowingly represent a person in the same or a substantially related matter in which a firm with which the lawyer formerly was associated had previously represented a client (1) whose interests are materially adverse to that person; and (2) about whom the lawyer had acquired information protected by Rules 1.6 and 1.9(c) that is material to the matter, unless the former client consents after consultation. (c) A lawyer who has formerly represented a client in a matter or whose present or former firm has formerly represented a client in a matter shall not thereafter, unless the former client consents after consultation: (1) use confidential information relating to the representation to the disadvantage of the former client, to the lawyer's advantage, or to the advantage of a third person, except as Rule 1.6, Rule 3.3, or Rule 4.1 would permit or require with respect to a client; or (2) reveal confidential information relating to the representation except as Rule 1.6 or Rule 3.3 would permit or require with respect to a client.

RULE 1.10 IMPUTED DISQUALIFICATION: GENERAL RULE (a) While lawyers are associated in a firm, none of them shall knowingly represent a client when any one of them practicing alone would be prohibited from doing so by Rules 1.7, 1.8(c)....

Please be advised: Let this letter be your formal notice from me as corporate counsel to Ocean Investment Holdings, GotSPACE Revere, GotSPACE Peabody GotSPACE Development, GotSPACE Data Partners, and affiliate companies, and Nicholas Fiorillo individually, that he has raised a rock solid multi-faceted substantiated conflict of interest position and has hereby disqualified you and your firm and has clearly conflicted you out and anyone in your firm from taking any position adverse to Mr. Fiorillo or his entities.

I am demanding you withdraw from representation of the Swansea Mall Partners and turn over your 18% of ill-gotten ownership you usurped from Mr Fiorillo a cease to take on any action against Mr. Fiorillo or any of his entities stated in this letter. Mr. Fiorillo has also directed me to formally request the identity of your malpractice carriers, detail your coverage limits, and notify your insurance contact attorney that will be handling these claims, Mr. Fiorillo is bringing a multi-million dollar claim against you and your firm

forthwith for some but not all actionable claims we have laid out in this demand letter this 6th day of December, 2021.

Nick says "Tell Curious George Happy Holidays and to all, it's your third strike and you're OUT, say thank you for me forcing you into your early retirement of the practice of your dirty law" and he thanks you in advance for letting him have such a fat turkey with all the trimmings this Christmas!"

Sincerely,

Neil Kreuzer

EXHIBIT 7

LAW OFFICES OF
THE McLAUGHLIN BROTHERS, P.C.

One Washington Mall, 16th Floor
Boston, MA 02108
Telephone (617) 523-7165
Facsimile (617) 227-5240

November 23, 2021

*Via Email to MetroWestRealty@yahoo.com
And NKreuzer@aol.com*

*And Via Certified Mail
Return Receipt Requested
Item No. 7017 2620 0000 0460 3956*

Nicholas Fiorillo
c/o Neil Kreuzer
Law Office of Neil Kreuzer
268 Newbury Street, 4th Floor
Boston, MA 02116

Re: GotSpace Equity Fund I, LLC ("GEFI") - Unauthorized Attempts to Amend Operating Agreement and Expel S&J Bros Storage, LLC ("S&J") as Member and Manager AND Payment of Current Shortfall Owed to BVF Lender ADV, LLC ("BVF")

Dear Mr. Fiorillo:

This office represents S&J and GEFI regarding your unauthorized and unlawful attempts to amend the GEFI Operating Agreement and to expel S&J as a Member and Manager of GEFI. As you know, on November 7, 2021, you purported to enact three (3) Amendments to the GEFI Operating Agreement, two (2) of which purported to add new provisions to the Operating Agreement and the third purported to invoke those new provisions to remove S&J as a Member and Manager of GEFI and reduce its interests in GEFI to 0.0%. The Operating Agreement very clearly renders these Amendments void *ab initio* and of no force or effect.

First, Paragraphs 1.1 and 4.1 of the Operating Agreement made S&J the sole initial Manager of GEFI upon its formation and granted S&J exclusive power and authority to manage the business and affairs of GEFI. Moreover, Paragraph 4.1.2 states that GEFI "shall have one Manager as provided in 4.1.2 above, and [S&J] shall remain as Manager, unless otherwise expressly approved by Lender," which is BVF. Moreover, Paragraph 4.6.3 explicitly prohibits removal of any Manager without BVF's express consent "so long as there are debt obligations outstanding and owed" to BVF. GEFI still has outstanding debt obligations to BVF, and BVF has never provided its express consent to your attempt to remove S&J as the Manager of GEFI.

Nicholas Fiorillo
C/o Neil Kreuzer
November 23, 2021
Page 2

As such, any attempt by you to remove S&J from its position as Manager, to add yourself as an additional Manager or to replace S&J with yourself as the sole Manager of GEFI was and is null and void.

Second, Paragraph 9.1 of the Operating Agreement requires the Members holding at least seventy percent (70%) of the interests in GEFI to approve any Amendment to the Operating Agreement. Pursuant to Paragraph 2.7 of the Operating Agreement, you hold only a sixty-five percent (65%) interest in GEFI and S&J holds the other thirty-five percent (35%) interest. Therefore, you have no power to unilaterally amend the Operating Agreement. Furthermore, Paragraph 9.1 requires the approval of all Members for "any amendment that would alter the Percentage Interests or the distributions to be made under Article 5," which would apply to your attempted Amendment that purports to remove S&J from GEFI entirely and reduce its interests therein to 0.0%. Therefore, all of your attempted Amendments to the Operating Agreement would have required S&J's approval. You did not have and will not receive such approval, so the amendments are void.

Accordingly, S&J, both in its capacity as a Member and as the Manager of GEFI, hereby demands that you cease and desist (a) all activities purporting to amend the Operating Agreement, (b) all attempts to remove S&J as Member and Manager of GEFI or otherwise interfere with its interests therein, control thereof and execution of its duties thereto and (c) all activities you have taken or are currently taking in which you are pretending to act as the Manager of GEFI or as if you are otherwise in control thereof or authorized to act on its behalf. In addition, S&J demands that you produce all documents (a) related to your alleged "investigation" of S&J's activities in relation to GEFI and (b) related to any and all actions you have taken since November 7, 2021 while purporting to be the sole Member, the Manager or otherwise in control of or authorized to act on behalf of GEFI. Failure to return a signed copy of this letter where indicated below, acknowledging S&J as a Member and as the sole Manager of GEFI, and to produce all requested documents by November 30, 2021, will result in S&J bringing a lawsuit seeking all appropriate remedies at law for your actions and any damages caused thereby.

Lastly, as you know, GEFI is currently in arrears in its debt service obligations to BVF, and a shortfall of \$ 475,000 has accrued as set forth in the 11/22/21 email from Rachel Fox attached hereto. This shortfall must be paid as soon as possible or BVF could foreclose on GEFI's loan. There are a number of ways this shortfall can be paid:

1. You and S&J could pay your *pro rata* shares of the shortfall based on your respective interests in GEFI. This would be done by invoking Paragraph 3.1 of the Operating Agreement, which allows the Members to make additional capital contributions to GEFI if the Members unanimously consent. After making the capital contributions, GEFI could then pay the shortfall. This method would not result in a shifting of the parties' percentage interests in GEFI.

Nicholas Fiorillo
C/o Neil Kreuzer
November 23, 2021
Page 3


2. S&J is willing to make a capital contribution that would cover the shortfall in its entirety. This method would also require unanimous consent under Paragraph 3.1 and would also require that the parties' percentage interests be adjusted accordingly.
3. Alternatively, S&J or one of its Affiliates, as defined in Paragraph 1.1 of the Operating Agreement, is willing to loan GEFI sufficient funds to cover the shortfall. Pursuant to Paragraph 3.4, this method would also require the Members' unanimous consent. The parties' percentage interests in GEFI would not change, but S&J and its Affiliate would need to be paid back prior to GEFI distributing the net proceeds of any sale of the Beverly or Gloucester properties.
4. Lastly, pursuant to Paragraph 4.2, S&J, as Manager of GEFI, has authority to obtain a loan from an unrelated third party to cover the shortfall. This method of paying the shortfall is the least desirable option as it is unlikely GEFI would find better loan terms than S&J or its Affiliate would offer and the loan would need to be paid back prior to distribution of any net proceeds. However, if you fail to respond to this letter and/or refuse to provide your consent to one of the other methods of paying the shortfall, S&J is prepared to act in the best interests of GEFI and seek such a loan to avoid BVF initiating foreclosure proceedings.

Below, I have provided a list of the above options and a signature line for you to indicate your preference of method for covering the shortfall owed to BVF. Please indicate your preference, sign where indicated and return the original signed document to me at the above address on or before November 30, 2021. Failure to do so will result in S&J filing suit as indicated above and beginning the process of obtaining a loan from a third party.

If you have any questions or wish to discuss the above issues, please do not hesitate to give me a call.

Sincerely,

THE McLAUGHLIN BROTHERS, P.C.,

By: 
George A. McLaughlin, III

[SIGNATURES OF NICHOLAS FIORILLO REQUIRED ON NEXT PAGE]

Nicholas Fiorillo
C/o Neil Kreuzer
November 23, 2021
Page 4

I, Nicholas Fiorillo, hereby acknowledge that my purported November 7, 2021 Amendments to the Gotspace Equity Fund I, LLC Operating Agreement are void and had and have no force or effect and that S&J Bros Storage, LLC is a Member and Manager of GEFI,

By: _____
Nicholas Fiorillo, Member
Gotspace Equity Fund I, LLC

I, Nicholas Fiorillo, hereby provide my consent as a Member of GEFI to the following:

_____ Pursuant to Paragraph 3.1 of the Operating Agreement, I consent to S&J and myself making further capital contributions to GEFI to cover the shortfall owed to BVF. Said contributions will be pro rated based on our respective percentage interests in GEFI and in the amount of \$293,312.50 for myself, \$157,937.50 for S&J and \$23,750 for BSI/BG 1, LLC ("BS"). S&J shall then use the total new contributions to pay the shortfall.

_____ Pursuant to Paragraph 3.1 of the Operating Agreement, I consent to S&J making a new capital contribution to GEFI that will cover the shortfall owed to BVF in its entirety in the amount of \$ 475,000. I acknowledge that this capital contribution will result in the adjustment of my, S&J's and BS's percentage interests in GEFI to account for this new capital contribution.

_____ Pursuant to Paragraph 3.4 of the Operating Agreement, I consent to S&J or one of its Affiliates, as defined in Paragraph 1.1 of the Operating Agreement, loaning sufficient funds to GEFI to pay the \$475,000 shortfall owed to BVF. I acknowledge that S&J or its Affiliate who loans the funds to GEFI shall be paid back prior to GEFI distributing the net proceeds of any sale of the Beverly or Gloucester properties pursuant to Article 5 of the Operating Agreement.

By: _____
Nicholas Fiorillo, Member
Gotspace Equity Fund I, LLC

Rachel Fox <rfox@bluevistallc.com>

o Jake, Jake, Sam, NICHOLAS, Brian, me, Shawn

Nov 22, 2021, 11:37 AM (22 hours ago)



Jake — I've had a chance to review with Shawn and the rest of the team since you and I spoke on Friday, and we have confirmed that fulfillment of the lump-sum shortfall refill replenishment that we've been requesting since earlier this year will also take care of the specific past due amounts associated with this month's payment. We have updated our underwriting and, as shown below, the refill requirement is now \$475,000. Please keep in mind that while the lease up at the Beverly property is beneficial to cash flows (as evidenced by the refill decrease from \$500,000 to \$475,000), the sizing of our loan was heavily reliant on completion and lease up of the expansion space at Gloucester, which sponsorship's original projections indicated would be completed within the first 6 to 9 months post-closing. Until Blue Vista is provided with all of the requested documentation for that project, we review and approve if acceptable, work commences, and lease up starts to occur, there is always going to be a cash flow shortfall in the underwriting. The refill is an ongoing obligation until enough progress is made on the business plan to catch up to initial underwriting, so further refill requests may follow.

Per your request, here is a summary schedule detailing how we are calculating the \$475,000 figure. Please advise when you will be sending this wire so I can alert the Situs team to watch for it.

original reserve \$	830,000.00
draws to date \$	(512,942.40)
current bal \$	317,057.60
<hr/>	
updated UW shortfall \$	(790,000.00)
rebalance required \$	472,942.40 < inclusive of past due amount on Nov 2021 pmt

...

Thank you,

Rachel Fox | Vice President

Blue Vista Capital Management, LLC | 353 N. Clark Street, Suite 730 | Chicago, Illinois 60654
direct 312.477.2474 | mobile 414.305.8995 | fax 312.828.0139
fox@bluevistallc.com | www.bluevistallc.com

LAW OFFICES OF
THE McLAUGHLIN BROTHERS, P.C.

One Washington Mall, 16th Floor
Boston, MA 02108
Telephone (617) 523-7165
Facsimile (617) 227-5240

November 24, 2021

*Via Email to MetroWestRealty@yahoo.com
And NKreuzer@aol.com*

*And Via Certified Mail
Return Receipt Requested
Item No. 7017 2620 0000 0460 0085*

Nicholas Fiorillo
c/o Neil Kreuzer
Law Office of Neil Kreuzer
268 Newbury Street, 4th Floor
Boston, MA 02116

Re: Gospace Data Partners, LLC (“GSDP”)- Unauthorized Attempt to Remove Thomas Quinn
as Manager and Amend Operating Agreement

Dear Mr. Fiorillo:

This office represents Thomas Quinn (“Quinn”) and GSDP regarding your unauthorized and unlawful attempts to amend GSDP’s Operating Agreement and expel Quinn as Manager of GSDP. As you know, on September 15, 2021, you purported to amend the Operating Agreement to remove Quinn as Manager and President of GSDP. The Operating Agreement renders this action void *ab initio* and of no force or effect.

Paragraph 5.4.3 of the Operating Agreement established that Quinn is a Manager and President of GSDP “vested with all decision making authority that is commercially reasonable, except as limited” in the Operating Agreement. Paragraph 5.4.2 provides that except in the case of resignation, dissolution or removal, “the Managers shall hold office until a successor shall have been elected and qualified.” Paragraph 5.4.3 also provides that the appointment of Managers is subject to a Unanimous Vote of Class A Members.

All Members have agreed to impose a unanimity requirement to any change of Managers. It is therefore the clear intent of the Operating Agreement that a Manager cannot be removed by a bare majority vote. Your attempt to evade this requirement through a purported amendment of the Operating Agreement was ineffective. Section 5.4 cannot be amended through a majority

Nicholas Fiorillo
C/o Neil Kreuzer
November 24, 2021
Page 2

vote. Therefore, you have no power to unilaterally amend the Operating Agreement to remove Quinn as Manager.

Accordingly, Quinn, in his capacity as President and Manager Of GSDP and Manager of CTDCD, LLC, a Member of GSDP, hereby demands that you cease and desist (a) all activities purporting to amend the Operating Agreement, (b) all attempts to remove Quinn as Manager and President of GSDP or otherwise interfere with his interests therein, control thereof and execution of his duties thereto and (c) all activities you have taken or are currently taking in which you are pretending to act as the sole Manager or President of GSDP or as if you are otherwise in control thereof or authorized to act on GSDP's behalf. In addition, Quinn demands that you produce all documents (a) related to your alleged "investigation" of Quinn's activities in relation to GSDP and (b) related to any and all actions you have taken since September 15, 2021 while purporting to be the sole Manager or otherwise in control of or authorized to act on behalf of GSDP. Failure to return a signed copy of this letter where indicated below, acknowledging Quinn as a Manager and President of GSDP, and to produce all requested documents by November 30, 2021, will result in Quinn bringing a lawsuit seeking all appropriate remedies at law for your actions and any damages caused thereby.

If you have any questions or wish to discuss the above issues, please do not hesitate to give me a call.

Sincerely,

THE McLAUGHLIN BROTHERS, P.C.,

By: 
George A. McLaughlin, III

cc: Michael Grella via email to info@grellapartners.com

[SIGNATURES OF NICHOLAS FIORILLO REQUIRED ON NEXT PAGE]

Nicholas Fiorillo
C/o Neil Kreuzer
November 24, 2021
Page 3

I, Nicholas Fiorillo, hereby acknowledge that my purported September 15, 2021 Amendments to the GotSPACE Data Partner, LLC Operating Agreement are void and had and have no force or effect and that Thomas Quinn, is a Manager and the President of GSDP.

By: _____
Nicholas Fiorillo,

Manager
GotSPACE Data Fund I, LLC
Class A Member, GotSPACE Data Partners, LLC

Manager
GotSPACE Data, LLC
Class A Member, GotSPACE Data Partners, LLC

Manager
GotSPACE Data Partners, LLC



**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 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 GotSpace 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. Where, 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 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 international entitlement, permitting and development roll out of over 50m square feet and \$10 Billion of investment into the data/cloud/distribution assets for AWS. The news of Mr. Grella's COO position here at the company will immediately position GSDP on the National Stage

and in the Big Data Game for years to come. Through his consulting company “GPS”, Apple, Google, Oracle, AWS and Microsoft 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 will benefit our company greatly over the coming months as we build our own foundation 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 now continued corporate undermining and further bad acts, still to this day, continue to harm, impede and block and 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 get 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, Quinn with full knowledge and insight, that unless he, himself, as the liaison for GSDP reached out to the town's planning and zoning contacts, our company would quickly sink. He continued to not engage, or look to make any in roads to “come back to work” nor help the company right his wrongs in anyway. Quinn just continued to spew his sinister corporate extortion plot, give me more power, money and stake or I hope you all sink.

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 he brought GSDP to its dead stop. His actions continue put the entire company and its stakeholders at risk and potentially out many millions of dollars and thousands of hours of their time. It is of the company's belief that Mr. Quinn's primary goal from the very beginning of his involvement with GotSPACE Data, was no different then what he had did to his former employer, Verde. Quinn's elaborate Gaslighting and sabotaged by design was his plan to gain MORE monies not due him, control not granted him or 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 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 good and service promised and the usurping of upwards of \$1,000,000.00 of GSDP funds previously paid to him for such services not provided or completed and further offsets

It has been so voted that Mr. Quinn shares of GSDP have been diluted for 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.

Founder, 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 and are not yet completed. 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 in the dark and in peril. Where Quinn has Boondoggled the GSDP objectives and he continues to position himself in control of the GSDP land contracts , out to double deal himself in and GSDP out of multiple data development projects. He continues to hide all positive traction of GSDP, from it's stakeholders and block any outside potential joint venture partners, investment banks and potential data development corporations of the Fortune 100 company's from ever being disclosed to the GSDP stakeholders. He has from the onset of the companies existence, hidden the true international interest from the data center industry. He has always positioned the Gotspace data project as his and his only shielded the earlier successes and milestones from stakeholders of the corporation, 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, 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 call GSDP corporate work product forthwith. This transparent policy for our 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 and are in full force and effect, as so agreed October 29th 2021 , and so duly notice and conducted, The Emergency Meeting of Stakeholders of Gotspace Data Fund the following corporate actions:

1. Amend the Gotspace Data Partners, LLC corporate documents to dilute CTDCD down to 1,5% under the corporate provisions given to me as the majority of the members holding at least 51% and further amend to place Nicholas Fiorillo as officer absolute, if such title of sole officer.
2. Engage, employ and appoint Michael Grella to COO ETC issues him 5%
3. Placeholder 5.5% and enact Mike Grella to seek out GSDP C-Suite team and enter into competitive employment and compensation agreement with corporate officers, Offer such 5.5% of stake to certain professional Data Infrastructure leaders as further compensation

3. Demand Quinn turn over all and refund the \$1,000,000.00 previously advanced to Thomas Quinn for his sub-contractor duties he has yet to provide and prosecute any bad actors, stakeholders, and/or corporations or individuals who have harmed or continue to harm the company and its innocent stakeholders.

The following dilution schedule below

Preference A Share Schedule

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

I Nicholas Fiorillo thank you for review and consult and have made myself available to discuss our day to day business at GSDP

Sincerely

Nicholas Fiorillo

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Jake Phelan <jtphelan95@gmail.com>

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 be 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