

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 believed in my abilities and our development companies trajectories in the digital 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 its 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 its 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.

Attorney McLaughlin's Prior Representation of Nicholas Fiorillo and his Affiliate Companies 2018-2021

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, Agagnost 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.

Attorney McLaughlin Contradicting Statements and True Intentions of his Actions are exposed

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 invest in. Mclaughlin has often boasted and bragged to me, he never uses his own 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.

McLaughlin's Tactical Control of the Bad Actors and their attempts to financially bankrupt myself and my companies

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 attempt 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 acquiring in

Manchester New Hampshire, Bourne Massachusetts, Cranston and Warrwic Rhode Island, King of Prussia Pensaluvanoa and Miami Beach Florida. All of these properties were 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 Appreciation 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 Mclaughlin 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 "I promise to advise his clients in good faith and "loan to own" scheme 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 attempted 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 forfeit 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 concerted Efforts to Usurp Gotspace Self-Storage Assets, Fiorillo 50% Equitable Ownership of Truестorage 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 subsequent operating agreements (the “TIC Agreements”) which when it was said and done, defined McLaughlin’s rebuked interests in what Fiorillo once hoped to be, Oceanside at Swansea Centre, the southeastern Massachusetts premier 250 million dollar luxury apartments, retail and dining 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 its 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.

McLaughlin and Brady Release Partnership Freeze/Push Out Usurp of Swansea Mall

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, were out to financially ruin me, but not after such McLaughlin.

re McLaughlin and Brady. In their the attempted extortion of a full release of my 100% equitable rights and future development opportunity 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 TruStorage. 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 TruStorage 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, LLC¹, 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 advised 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 Gotspace 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 McLaughlin

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 behalf of 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. McLaughlin continues to exploit 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 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

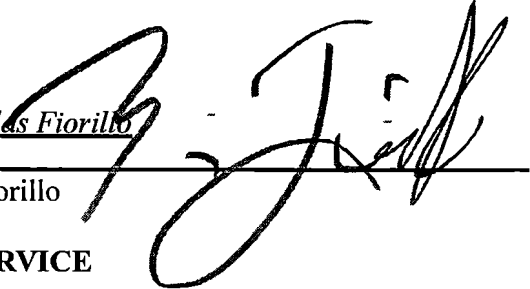
likely would, lead to actual conflicts of interest between me, him, and/or other of his clients. He did not advise me to retain separate counsel to advise me on whether such arrangements were prudent given the potential for conflicts.

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 CORPORATE 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 filed 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 concerted 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 attest 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 ultimately have 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 Defendants to ever 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 of 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 respectfully 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 were never in default on any loans, being no monthly payments were 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 not 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


Nicholas Fiorillo

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 suspect creditors, 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.

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

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 Owning. 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 Against 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 SYNOPSIS 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.

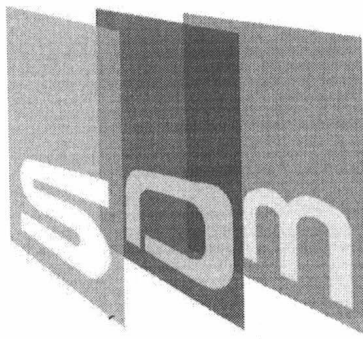
 **RCG EXTORTION.m4a**

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
yshapiro@sdmlawgroup.com
Admitted in MA, RI, CT, ME, NH, VT

William A. Dorry
wdorry@sdmlawgroup.com
Admitted in MA, RI

Shawn M. Masterson
smasterson@sdmlawgroup.com
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

145 Waterman Street, Providence RI 02906
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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, tortious 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 reviled 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 these development projects and now the Defendants fraudulently induced Ocean into a contract for sale and a global release of its rights to these retail, multi-family and self-storage developments that were all procured by the Plaintiffs. Whereas the Defendants never had any intention to honor or complete the joint venture agreements, and/or honor its 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 imminent 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 its 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 be 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.

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 facilities.
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.