

Instructions:

**OFFICE OF THE BAR COUNSEL
OF THE
BOARD OF BAR OVERSEERS
OF THE SUPREME JUDICIAL COURT
FOR THE
COMMONWEALTH OF
MASSACHUSETTS**

- (1) Please type, if possible. Otherwise use a dark pen.
- (2) Write only on the front side of the paper.
- (3) Specify exactly what the attorney did that you believe to have been misconduct. Attach additional sheets if necessary.
- (4) Enclose copies of documents as specified on the attached list of requested documents. Please do not send original documents.
- (5) Retain copies for your records of this and any subsequent correspondence and documentation sent to this office.
- (6) Please return to:

COMPLAINT

Date: 12/7/2021

**OFFICE OF THE BAR COUNSEL
99 High Street
Boston, Massachusetts 02110
tel: (617) 728-8750
fax: (617) 482-2992
<https://www.massbbo.org>**

- 1. I, Nicholas Fiorillo, as an individual and majority stakeholder of GotSPACE Data Partners, LLC,
(type or print your full name)
allege that attorney George McLaughlin of The McLaughlin Brothers, PC
whose office address is 1 Washington Mall, 16th Fl., Boston, MA 02108
has committed acts of misconduct as set forth in the Statement of Facts attached.
- 2. I request that the Office of the Bar Counsel investigate this misconduct.
- 3. I understand that a copy of this statement may be mailed to the attorney for a reply.
- 4. I understand that this matter must be kept confidential by Bar Counsel and the Board of Bar Overseers.

(signature) 

(address) 3 Kales Way, Harwich Port, MA 02646

(telephone) work: 508-776-7219

cell: _____

home: _____

(email): metrowestrealty@yahoo.com

ADD ADDITIONAL SHEETS IF NEEDED.

**STATEMENT
OF FACTS**

Please do not write above this line and write only on the front of this and any other pages you attach.

Please fill in the following, if applicable:

Court case name: _____ vs. _____

Name of Court: _____

Statement of Facts:

Gotspace Data Partners - McLaughlin attempted to extort me for 50% of the Company or pay up \$30,000,000 and turnover company shares on the behalf of his new clients.

Mr. McLaughlin's representation of Thomas Quinn, and the Spitalny family in their adverse position to my company, Gotspace Data Partners, creates several blatant conflicts. I have had several conversations with outside malpractice attorneys and other legal teams, all of which agree that Mr. McLaughlin's attempt to represent Quinn and the Spitalny family is negligent at best, and criminal at worst, and he should be unequivocally disqualified from representing either of them.

Mr. McLaughlin was disqualified back in September, when he called me trying to get strategic information from me related to Gotspace Data Partners, and some of my other real estate deals in self-storage. During this call, McLaughlin attempted to continue to represent me as he had in several past deals. Because I thought McLaughlin still represented me, I confided in him as he pressed me for more and more strategic information.

Despite McLaughlin representing me in the past, he continues to represent current adversaries of myself, and my company. I put McLaughlin on notice that very same day that he had obvious conflicts, and demanded that he immediately disqualify himself from getting involved with any bad actors adverse to me. McLaughlin baited me into disclosing privileged attorney-client information to my detriment, that he has now tried to use against me and Gotspace Data Partners, as well as my other self-storage real estate deals and financial holdings.

Most recently, Mr. McLaughlin, along with Quinn and the Spitalny family, have been attempting to undermine multiple purchase contracts and tortiously trying to blow up several deals in Connecticut related to Gotspace Data Partners. We have statements from certain sellers that support our claims. Despite all of this, McLaughlin has outright refused to withdraw counsel for Quinn and the Spitalny family.

OFFICE OF BAR COUNSEL
Documents to Include with Complaint

In order to assist the Office of Bar Counsel in reviewing your complaint, we are providing you with a list of suggested documents that you should include with the submission. Please examine the information under the heading of “**ALL CASES**” and, where applicable, under the subject area that applies to your case. You should also include copies of any other documents or correspondence that may be helpful to our understanding of your case. **Please send us copies and not original documents.** Please make sure to retain the originals of what you send to us in a safe place.

ALL CASES

- A copy of any written fee agreement, email or letter from the attorney describing the terms of representation or a description of any oral fee agreement.
- A copy of all correspondence, including emails, sent by the attorney to you (*including bills for services rendered*) and a copy of all such correspondence from you to the attorney.

IF A CASE HAS BEEN FILED IN COURT OR BEFORE AN AGENCY

- A copy of the complaint or claim and a copy of the answer to the complaint or claim. Please include the name of the case, the name of the court or agency where the case is pending and the docket number of the case.
- A copy of any ruling or decision of the court or agency. Please indicate the current status of the case.
- If the case has been settled, a copy of any release and settlement agreement.
- If available, a copy of the “*docket sheet*”. This is a written chronological list of the filing and rulings in the case kept by most courts and agencies.

IF YOU CLAIM THAT THE ATTORNEY HAS NOT RETURNED YOUR FILE OR RESPONDED TO PHONE CALLS OR LETTERS

- A copy of any correspondence (letters, emails, texts) to the attorney requesting your file or asking for a response. (*If you did not keep copies, please begin to do so*).
- Any records of phone calls or phone messages. Some past phone bills can be obtained from your phone carrier or may be online.
- Any diary or record of when you called or wrote to the attorney.

CONTINUED ON NEXT PAGE

IF YOUR CLAIM INVOLVES AN ESTATE (probate, guardianship, conservatorship, etc.)

- A copy of any petition for probate or administration, will, inventory, estate tax return or other fiduciary tax return and accounting(s). If you know the name of the bank and account number where the estate funds are held, please provide the same.

IF YOUR CLAIM INVOLVES A REAL ESTATE TRANSACTION

- A copy of the offer to purchase, purchase and sale agreement, closing disclosure, HUD 1 settlement statement (*sometimes called a “RESPA”*), deed, mortgage, mortgage note and disbursement sheet.

IF YOUR CLAIM INVOLVES A PERSONAL INJURY CLAIM (auto accident, slip and fall, workers’ compensation, medical malpractice, etc.)

- A copy of any written contingent fee agreement.
- If the case was settled, a copy of any settlement agreement, lump sum agreement to redeem liability (*in a workers’ compensation case*), release, or stipulation of dismissal and a copy of any accounting or breakdown of money received in settlement. If you retained copies of the checks you received in settlement, please provide a copy of the checks, front and back.
- A copy of your policy of insurance and, if you know, the name of the insurance company or attorney representing the other party.

IF YOUR CLAIM INVOLVES CRIMINAL DEFENSE

- A copy of any pleading or paper that identifies the charge(s), the court where the case is or was pending, and the docket number of the case.

IF YOUR CLAIM INVOLVES A DOMESTIC RELATIONS MATTER (divorce, custody, abuse prevention, support, etc.)

- A copy of any separation agreement, decree nisi, final decree, or any other orders of the court.

LAW OFFICE OF NEIL KREUZER

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

Neil Kreuzer, Esq.

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

December 6, 2021

Dear Mr. McLaughlin,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sincerely,

A handwritten signature in cursive script that reads "Neil Kreuzer". The signature is written in black ink and is positioned above the printed name.

Neil Kreuzer



Jake Phelan <jtphelan95@gmail.com>

McLaughlin Disqualification Notice - Swansea

1 message

nkreuzer@aol.com <nkreuzer@aol.com>

Tue, Dec 7, 2021 at 1:14 AM

Reply-To: nkreuzer@aol.com

To: "giii@mclaughlinbrothers.com" <giii@mclaughlinbrothers.com>, "joel.faller@mclaughlinbrothers.com" <joel.faller@mclaughlinbrothers.com>, "dsmalls@jenner.com" <dsmalls@jenner.com>, "eprokop@jenner.com" <eprokop@jenner.com>, "werlain@jenner.com" <werlain@jenner.com>, "metrowestrealty@yahoo.com" <metrowestrealty@yahoo.com>, "jtphelan95@gmail.com" <jtphelan95@gmail.com>, "bsheehan@cscrefi.com" <bsheehan@cscrefi.com>

Mr. Faller, Mr. McLaughlin, Ms. Smalls, Mr. Prokop, Mr. Erlain:

Please find attached disqualification letter regarding Swansea. Your continued denial of conflicts after representing Nicholas Fiorillo and his legal entities is appalling. Mr. Faller I tend to think that you must not be getting the entire story from your employer, he has clearly been Nicks attorney and partner for many deals. If you have not been fully informed and are finding our some of the true facts that are contained in my disqualification letter please lets us know. It will be rather important to understand your position as Nick brings in the new firm to handle the obvious multi-million dollar damage claims that we believe you and George might in fact be liable for. It would be rather unfortunate if you have been ill informed

In our attached disqualification demand, I have spelled out in more detail the obvious and apparent issues with Nick's Swansea project and other G.M. real estate issues Nick has with him. In further discussion and hearing about the continued antics of the Quinn crew this evening with you should remove yourself from any action regarding Mr. Fiorillo, since you obviously are unwilling to admit your conflicts.

As you know, there are multiple other conflicts, as well; I'm not going to waste my time spelling out each and every conflict.

I also felt as a professional courtesy to the law firm of Jenner & Block and the three attorneys that had already engaged with us in an attempt to come to a global settlement with the Family Office. I believe they should be kept abreast of McLaughlin's continued egregious behavior and my client's notice to him that he intends on reporting him and his firm to the Board of Bar Overseers and will be bring a malpractice suit against him.

Sincerely,

Law Office of Neil Kreuzer
268 Newbury St., 4th Floor
Boston, MA 02116
(617) 872-5347
(617) 739-8484 Fax

-----Original Message-----

From: Joel Faller <joel.faller@mclaughlinbrothers.com>

To: nkreuzer@aol.com

Cc: giii@mclaughlinbrothers.com <giii@mclaughlinbrothers.com>; metrowestrealty@yahoo.com <metrowestrealty@yahoo.com>

Sent: Thu, Dec 2, 2021 4:36 pm

Subject: Re: McLaughlin Disqualification Notice

Attorney Kreuzer:

Please see the attached letter.

--

Joel E. Faller, Esq.
THE McLAUGHLIN BROTHERS, P.C.
One Washington Mall, 16th Floor
Boston, MA 02108
Tel. No. 617-523-7165
Fax No. 617-227-5240

This email and any and all documents accompanying this email contain information from The McLaughlin Brothers, P.C. that is confidential and/or legally privileged. The information is intended only for the use of the individuals or entities named in this email. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this email is strictly prohibited. If you have received this email in error, please notify us by telephone immediately (617-523-7165) and destroy any and all physical and computer records of this email.

On Wed, Dec 1, 2021 at 2:52 PM <nkreuzer@aol.com> wrote:

Mr. McLaughlin,

After you represented GotSPACE Development from 2019-2021 in multiple real estate opportunities, including Manchester, Harwich, Swansea and Revere, and at multiple points with BlueVista, LifeStorage and CubeSmart, your most recent ploy to bully my client to giving up a 50% interest in his stake in the GotSPACE Data and GotSPACE Storage deals directly to you, for your obvious shake down and extortion of sorts in further exchange for your continued legal representation of him and subsequent threats take up arms on the other side with the rest of the bad actors is despicable.

As Mr. Fiorillo is a client of yours and a partner in the Swansea development, what are we missing, sir? You worked alongside me (figuratively) as Mr. Fiorillo's transactional attorney and silent investors in the Swansea opportunity and then to think you're later usurping an 18% stake away from my client's rightful ownership through your bait and switch you pulled with him to muscle your way in his deal is just crazy. You are now duly put on notice that my client has noticed his conflict issues with your representation of Stephen Quillinan, Jake, Peter and Samuel Spitalny, and their entities (The FO Group) on any level and in any capacity and surely in any action you have been threatening to take against Nicholas Fiorillo and any of his associated entities.

Obviously, you are strictly prohibited from representing the FO, in any capacity whatsoever at this moment where my client and yours, has noticed you of such conflict issues by and through his detailed and rather aggressive but poignant objection and conflict issues that were identified in his email to you and the FO as of last night. He has every right of raising such conflict issues with you and your firm and is prohibited in each one of his specific disputes that he raised against you in your representation of your clients on what appears to be numerous conflict issues on multiple levels.

It is very unfortunate that you have misled your former clients in your ability to represent them, in any adverse position against your partner and actual client and you will be forced to refund any retainer you have hustled out of them. I have no control of what Mr. Fiorillo reports to the Board of Bar of Overseers and in review of the facts of this disqualification; please officially notify your insurance carriers of the issues we have raised here today.

These conflicts are not simply a mistake; you deliberately and willfully decided to betray your client and your professional responsibilities to try to make some extra money, have stolen monies and real estate from him in the past and have just recently abused your law license for what could be your very last time.

Both I and outside counsel have never seen or even read about any attorney in the state of Massachusetts acting so incredibly unethically as you have with Mr. Fiorillo.

Please see attached disqualification notice, demand for your malpractice coverage limits and legal contact at your carrier.

Sincerely,

Neil Kreuzer
Law Office of Neil Kreuzer
[268 Newbury St., 4th Floor](#)
[Boston, MA 02116](#)
(617) 872-5347
(617) 739-8484 Fax

2 attachments



McLaughlin Swansea final v2.pdf
84K



Kreuzer 12 2 21.pdf
608K

LAW OFFICES OF
THE McLAUGHLIN BROTHERS, P.C.

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

November 24, 2021

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

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

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

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

Dear Mr. Fiorillo:

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

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

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

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

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

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

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

Sincerely,

THE McLAUGHLIN BROTHERS, P.C.,

By: 
George A. McLaughlin, III

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

[SIGNATURES OF NICHOLAS FIORILLO REQUIRED ON NEXT PAGE]

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

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

By: _____
Nicholas Fiorillo,

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

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

Manager
GotSPACE Data Partners, LLC

LAW OFFICES OF
THE McLAUGHLIN BROTHERS, P.C.

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

December 2, 2021

Via First-Class Mail and Email to nkreuzer@aol.com

Neil Kreuzer, Esq.
Law Office of Neil Kreuzer
268 Newbury Street, 4th Floor
Boston, MA 02116-2424

Re: December 1, 2021 Letter Purporting to be a Disqualification Notice to George A. McLaughlin, III and The McLaughlin Brothers, P.C.

Dear Attorney Kreuzer:

I am in receipt of your December 1, 2021 letter to George A. McLaughlin, III, which purports to be a “Disqualification Notice” against Attorney McLaughlin. Virtually every assertion you make in the December 1, 2021 letter is untrue. It was irresponsible of you as a member of the Bar to send a materially false communication lodging such serious accusations, and your publication of the letter to third parties is defamatory.

It would be a waste of time to address every false statement in your letter, and I will not do so here. However, I want to specifically address your assertion that Mr. McLaughlin “previously acted as Mr. Fiorillo’s attorney and continue[s] to be his over-reaching partner in multiple real estate opportunities.” Mr. McLaughlin has never represented Nicholas Fiorillo as an attorney. Neither Attorney McLaughlin nor this firm have ever represented Mr. Fiorillo in any matter. There has never been an engagement letter or other legal services contract between Mr. Fiorillo and this firm or Mr. McLaughlin. This firm has never sent a bill to Mr. Fiorillo for legal services and has never recorded any time for any such work. The office has not opened a single file for any matter in which Nicholas Fiorillo is the client. To the contrary, in July 2020 you sent me an email in which you referred to a Gotspace entity and Nicholas Fiorillo as your clients and referred to George McLaughlin as my client with regard to a potential business transaction to be entered into between the two separate parties, each party having separate legal representation.

Given the seriousness of the allegations that you make in your letter, one would have expected to see a great level of specificity as to Attorney McLaughlin’s alleged representation of Nicholas Fiorillo and detail about the subject matter of such representation. There is none. If you believe that you have evidence that Mr. McLaughlin has previously represented Nicholas Fiorillo as an attorney, please send it to me forthwith.

Attorney Kreuzer
December 2, 2021
Page 2

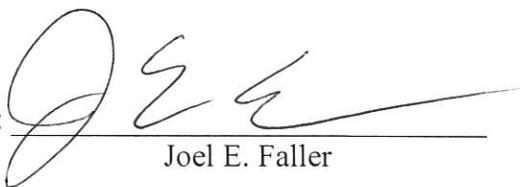
Further, other than the fact that both Mr. McLaughlin and Mr. Fiorillo invested in a project involving the Swansea Mall, Mr. McLaughlin and Mr. Fiorillo have not otherwise engaged in any actual business relationship. Mr. Fiorillo is no longer associated with the Swansea Mall project, and therefore, he and Mr. McLaughlin have no current business relationship. It is true that Mr. Fiorillo encouraged Mr. McLaughlin to invest in numerous potential business ventures that he had identified and that Mr. McLaughlin spent substantial time in due diligence efforts regarding such ventures. However, other than the Swansea Mall project, none of those ventures came to fruition.

On a related note, it has come to our attention that Mr. Fiorillo intends to raise a defense in the future action regarding the Promissory Note held by the Spitalnys that the Note is invalid and unenforceable. You drafted the Promissory Note in your capacity as an attorney representing both Mr. Fiorillo and the Spitalnys in the venture. Therefore, if Mr. Fiorillo raises as a defense the alleged invalidity of the Promissory Note, then the Spitalnys intend to add you as a defendant and file a malpractice claim against you based on any ambiguity that you allowed to appear in the document. Please place your insurance carrier on notice.

In summary, there is no conflict of interest involved in Attorney McLaughlin representing his clients against Mr. Fiorillo and your purported "Disqualification Notice" is completely without merit.

Sincerely,

THE McLAUGHLIN BROTHERS, P.C.

By: 
Joel E. Faller

JEF/slp

G:\Shared drives\Clients\S&J Bros Storage\Beverly & Gloucester\Letters\Kreuzer - 12-2-21.doc



Jake Phelan <jtphelan95@gmail.com>

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

1 message

NICHOLAS FIORILLO <metrowestrealty@yahoo.com>

Mon, Nov 8, 2021 at 10:39 AM

Reply-To: NICHOLAS FIORILLO <metrowestrealty@yahoo.com>

To: Jake Spitalny <jakes@steinfibers.com>, Sam Spitalny <spitula91@gmail.com>, steve Q GotSPACE <sjquillinan3@gmail.com>, Peter Spitalny <peter@steinfibers.com>, Jake Phelan <jtphelan95@gmail.com>, Nkreuzer <nkreuzer@aol.com>, Brian Sheehan <bsheehan@cscrefi.com>

Dear Stakeholders:

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

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

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

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

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

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

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

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

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

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

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

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

Nicholas Fiorillo

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

3 attachments



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



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



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



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

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

Emergency Stakeholder Meeting – Engagement and Appointment of Michael Grella to GotSpace Data Partners, as COO- Dilution of Preferred A Shares - Report of Findings & Results of Stakeholder Thomas Quinn's refusal to provide sub-contracted consulting and entitlement services and further breach of fiduciary duties and other Corporate Resolutions taken this day under an emergency basis

Dear Stakeholders:

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

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

The company has entered into a commensurable employment and compensation agreement with Mr. Grella in exchange for his role as our COO, where he plans to position GotSpace Data Partners as the master developer of The New England Data Corridor. Mr Grella's exemplary hyperlink data development experience coupled with his 7 years as Economic Development Director of Amazon, where he spearheaded AWS international entitlement, permitting and development roll out of over 50m square feet and \$10 Billion of investment into the data/cloud/distribution assets for AWS. The news of Mr. Grella's COO position here at the company will immediately position GSDP on the National Stage

and in the Big Data Game for years to come. Through his consulting company “GPS”, Apple, Google, Oracle, AWS and Microsoft often look to him for guidance when making Big Data Bets on where they might land their Data Centers next. Mr Grella's track record of building out start-up teams and attracting the World's best Data Center executives will benefit our company greatly over the coming months as we build our own foundation in the Hyperlink Data Development Industry .

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

With our investments between \$8,000,000-\$10,000,000 now at risk, and over \$100,000,000 in contracted land now in peril and GSDP earlier success at the municipal and state level all on the verge of being squandered away, The company has determined, that Quinn's prior and now continued corporate undermining and further bad acts, still to this day, continue to harm, impede and block and hopes for a successful forward path in completing the corporate objectives of the company. This company has concluded that Quinn and his other “bad apples” are the responsible parties that has brought GSDP to the edge of bankruptcy. Most recently, in hopes to clear the air and settle our internal corporate disputes and get the company “back on track” the company reached out directly and by and through our corporate counsel, numerous times in hopes of a reconciliation. The GSDP Ship was sinking fast, Quinn with full knowledge and insight, that unless he, himself, as the liaison for GSDP reached out to the town's planning and zoning contacts, our company would quickly sink. He continued to not engage, or look to make any in roads to “come back to work” nor help the company right his wrongs in anyway. Quinn just continued to spew his sinister corporate extortion plot, give me more power, money and stake or I hope you all sink.

It is because of Mr. Quinn's continued insubordinate behavior and flat our refusal to “get back on the front” of the GSDP permitting and entitlement process and finish his contracting services that he is the responsible party crippling the company and he brought GSDP to its dead stop. His actions continue put the entire company and its stakeholders at risk and potentially out many millions of dollars and thousands of hours of their time. It is of the company's belief that Mr. Quinn's primary goal from the very beginning of his involvement with GotSPACE Data, was no different then what he had did to his former employer, Verde. Quinn's elaborate Gaslighting and sabotaged by design was his plan to gain MORE monies not due him, control not granted him or shares not due him. His tactic at Verde was his tactic at GSDP, corrupt the companies entitlement, financing, and contract rights and leverage his masterful plan to “right his ship” or else. We have unequivocal proof that Mr. Quinn, failed to provide the goods and services the company bargain for and he has continued to perpetrate a concerted effort to inflict financial harm against GotSPACE Data Partners and its stakeholders and its subsidiary holding companies

Emergency Notice of Dilution of Thomas Quinn's Stake to 1.5% of GSDP Preferred A Share-for his failure to provide the good and service promised and the usurping of upwards of \$1,000,000.00 of GSDP funds previously paid to him for such services not provided or completed and further offsets

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

Founder, Nicholas Fiorillo as manger, officer, and majority stakeholder had caused the company to initially advanced \$1,000,000 to Mr. Quinn for his sub- contracting of future services of entitling and permitting the Gotspace data corridor. These funds will now be levied along with his 1.5% stake in GSDP for his failure to provide so services rendered and are not yet completed. Where Mr Quinn has been purporting to be a corporate officer of our company where he continues to negotiate with outside investors and continues to hide and keep GSDP in the dark and in peril. Where Quinn has Boondoggled the GSDP objectives and he continues to position himself in control of the GSDP land contracts , out to double deal himself in and GSDP out of multiple data development projects. He continues to hide all positive traction of GSDP, from it's stakeholders and block any outside potential joint venture partners, investment banks and potential data development corporations of the Fortune 100 company's from ever being disclosed to the GSDP stakeholders. He has from the onset of the companies existence, hidden the true international interest from the data center industry. He has always positioned the Gotspace data project as his and his only shielded the earlier successes and milestones from stakeholders of the corporation, all to the detriment of the very company Mr. Quinn has a stake in. These continued actions have threatened the company, risking our investments while putting our corporate structures into disarray.

Corporate Demand of Thomas Quinn to Immediately disclose and turn over all interested parties, partners, investors and or joint venture partners or purchasers of GSDP land and Intellectual Property.

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

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

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

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

The following dilution schedule below

Preference A Share Schedule

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

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

Sincerely

Nicholas Fiorillo

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

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

Dilution of Preferred A Shares - Report of Findings & Results of Stakeholder Thomas Quinn's refusal and defiance to Emergenvy Order to Turn Over corporate assets communications interlutul property further breach of fiduciary duties, defiance of cooperation and formal s corporate communications and disclosure of all extrelely time sensitive GSDP traction Quinn has now aknoldege and proports he will contine to blocked hinder, hide and hold hostage the Company's Trade Secreretes , Outside Inebstment interests, Fiancing Opertunites, and has officially confirmed to GotSpace Corporate Counsel, Lenord Fassano that Thomas Quinn WILL NOT COMPLY WITH THE EMEREGCENY DEMAND TO TURN OVER ETC Corporate Resolutions taken this day under an emergency basis

Dear Stakeholders:

As founder, investor, and majority stakeholder of GotSpace Data Partners, LLC (GSDP) by and through control and majority stake of GotSpace Data, LLC (GSD), Got Capital LLC, LLC (GC) and GotSpace Data Fund One, LLC (GSDF1), I, Nicholas Fiorillo, with the majority and full corporate authority of said and subsidiary companies of GotSpace Data Partners, LLC; now having determined that our company must take emergency corporate actions in order to preserve and protect our corporate assets, proprietary contracts of land, entitlements and approvals, financial investment and forward pursuits of our company's Master Development Plan of the New England Data Corridor. We must itake a number of immediate corporate actions to save our company from financial ruin, preserve our credibility and reset our path forward to fully permit and entitle our Data Campus projects in the State of Connecticut. Whereas, Thomas Quinn continues to defy and denounce the corporate rules, regulations and sections operating agreement of GotSpace Data Partners, LLC and its amendments. Whereas the company and its corporate officers have concluded Thomas Quinn is to be removed from the company immediately for his continued nefarious actions, defiance of corporate decrees and scrupulous behavior where it is apparent Thomas Quinn's sole purpose is to embezzle, extort, defraud and damage the company to the detriment of its stakeholders and its officers. Michael Grella, where he is now the Chief Operating Officer, (COO) at GotSpace Data Partners, LLC. Whereas Michael Grella, having reviewed and investigated the long history of the facts and events involving Thomas Quinn, Mr. Grella has **concluded** the findings of the company, leading up to and surrounding the Emergency Stakeholders meeting of October 29th 2021, Where Mr Grella in his corporate capacity as COO, has supported the position of Nicholas Fiorillo as the company's CEO, that Thomas Quinn now must be removed from the Company effective immediately. As on an emergency basis the company demanded Thomas Quinn turn over as called for in the October 31st demand, whereas as Attorney Leonard Fasano, as Corporate Counsel to company, after a detailed and point discussion with Thomas Quinn, Quinn has stated he "will not comply" with the demand placed upon him in the emergency

stakeholder letter. The company has taken these emergency actions based upon Nicholas Fiorillo as CEO and Michael Grella as COO this day and other necessary emergency actions to protect and preserve GSDP assets, land purchase contracts, permitting progress and financial wellbeing whereas that have voted to remove Thomas Quinn from the company by way of vote to amend the corporate operating agreement to add sections to further protect the company as its proprietary information and trade, intellectual property is at risk and to prevent any future actions and remove any stakeholder it deems necessary for corporate misdeeds and undermining that are further delineated in this letter to our stakeholders.

Investigative Findings of Stakeholder Thomas Quinn's refusal to provide sub-contracted consulting and entitlement services and further ongoing breach of fiduciary duties and corporate undermining of the GSDP objectives where as this actions and refusal to have caused the company to take the most extreme measures possible and remove Thomas Quinn from the company and dilute all share of CTDCD, LLC and Thomas Quinn Stakeholder to 0.0%

With our investments between \$8,000,000-\$10,000,000 now at risk, and over \$100,000,000 in contracted land now in peril and GSDP earlier success at the municipal and state level, all on the verge of being squandered away. The company has determined that Quinn's prior and continued corporate undermining and further bad acts are still to this day, continuing to harm, impede and block our earlier hopes for a successful forward path in completing the corporate objectives of the company, it has been determined that base on a preponderance of the circumstances and the facts now know to the company, the removal of Thomas Quinn from the Company is absolutely paramount to protect the company, its assets, its trade and corporate highly sensitive and proprietary business activities.

Investigative Findings of Stakeholder Thomas Quinn's refusal after demand from the company of the Emergency Stakeholders Meeting on October 29th 2021, it was so demanded that Quinn to provide sub-contracted consulting and entitlement services and further ongoing breach of fiduciary duties and corporate undermining of the GSDP objectives whereas this actions and refusal to have caused the company to take the most extreme measures possible and remove Thomas Quinn from the company and dilute all share of CTDCD, LLC and Thomas Quinn Stakeholder to 0.0%

Thomas Quinn's flat out refusal to turn over turn over all corporate communications, outside contacts and disclose all communications with all data industry companies and employees, and immediately refund the \$1,000,000.00 previously advanced to him for his sub-contractor duties he has failed to provide. Enable GSDP to continue its ongoing investigation into the corporate misdeeds of all "bad actors" and seek to prosecute these bad actors, and/or corporations or outside individuals who have harmed or continue to harm the company and its stakeholders. This company has concluded that Quinn and his other "bad apples" are the responsible parties that has brought GSDP to the edge of bankruptcy. Most recently, in hopes to clear the air and settle our internal corporate disputes and to fast track the company "back on track". The company reached out directly and by and through our corporate counsel, numerous times in hopes of a reconciliation. Where a call intitated by Quinn to Leonard Fasano, the corporate counsel of the company was placed, where Quinn under direct demand and questioning by counsel, was asked point blank, "Quinn will you provide what has been demanded of you", Quinn answered "no I will not provide the information" and then boisterously demanded his terms to comply. First, Quinn must be placed in absolute control and have control of the finances. Second, Quinn shares must be returned to 38%. Third, Quinn demanded Michael Grella be removed

from COO and removed as stakeholder. Fourth, Nicholas Fiorillo must be diluted to under 10% share and have no voting power or control. Quinn stated after demands 1-4 are met he would reposition himself as the sole liaison for GSDP. The only one who could reach out to the towns' planning and zoning contacts, if his demands were met he would only then look to get them "back on board" to save his own "GSDP Sinking Ship". He continued to state if all his demands were met, he would guarantee that S & Q Data would invest the balance of the funding requirements needed now and the additional \$30,000,000 that GSDP needs to acquire its first land contracts. Quinn continued to vocalize he would make no attempts to "come back to work" nor help the company in anyway until and unless all his demands were met. He stated he had no motivation to go back and right his wrongs in anyway and would not help bail out his own company. Quinn continued to defy attorney Fasano's request to comply with the corporate demands to turnover and continued to state to attorney Fasano command his sinister GSDP ghost ship.

It is because of Mr. Quinn's continued insubordinate behavior and flat out refusal to comply with any corporate duties to help the company and provide or furnish and refusal to "get back on the front" of the GSDP permitting and entitlement process and finish his contracting services that he is the responsible party crippling the company and bringing GSDP to dead stop. His actions continue to put the entire company and its stakeholders at risk and potentially out and overboard, on a total loss of many millions of dollars and thousands of hours of wasted time, It is the company's belief that Mr. Quinn's primary goal and sinister plan from the onset of his role with Gotspace Data, was no different than his successful coup and sinking of his other data ghost ship, Verde. Quinn's elaborate gaslighting and sabotage, by his own design was always to gain more monies not due him, more control not granted him and more shares not due him. His tactic at Verde was his tactic at GSDP, corrupted the companies entitlement, financing, and contract rights and leverage his masterful plan to "right his own sinking ship" or else. We have unequivocal proof that Mr. Quinn, failed to comply with the corporate order and demand to turnover, continued to refuse to provide the goods and services the company bargain for, refuse to refund the \$1,000,000 and he has continued to perpetrate a concerted effort to inflict financial harm against Gotspace Data Partners and its stakeholders and its subsidiary holding companies

Emergency Notice of Dilution of Thomas Quinn's Stake to 0.0% of GSDP Preferred A Share-for his failure to turn over by demand the prosecution him for the usurping of upwards of \$1,000,000.00 of GSDP funds previously paid to him for such services he failed to provide and further offsets

It has been so voted that Mr. Quinn's CTCDC, LLC shares of GSDP have been diluted to 0.0% for his nefarious and insubordinate behavior as called for the operating agreement of the company many multiple reasons including his failure to provide GSDP what it bargained for. This is our formal corporate noticed to Quinn that he has acted in bad faith and continues to do so and our company will continue our internal investigation, engage outside counsel and look to restrain Quinn and his efforts to conspire and sabotage, derail, dismantle, and destruct the Gotspace Data Partners,

I, Nicholas Fiorillo as manger, officer, and majority stakeholder had caused the company to initially advanced \$1,000,000 to Mr. Quinn for his sub- contracting of future services of entitling and permitting the Gotspace data corridor. These funds will now be levied along with his personal assets his failure to provide so services rendered. Where Mr. Quinn has been purporting to be a corporate officer of our company, where he continues to negotiate with outside investors and continues to hide

and keep GSDP interests in the dark and in peril. Where Quinn has Boondoggled the GSDP objectives and continues to position himself in control of the GSDP land contracts, out to double deal himself in and GSDP out of multiple data development opportunities of our company. He still continues to hide all positive traction of GSDP, from its stakeholders and block any outside potential “traction” and/or communications from potential joint venture partners, investment banks and GP/LP data development corporations of the Fortune 100 companies. His intent has always been to keep for himself our successes and never disclose the true value of what we have created to the GSDP stakeholders. He has from the onset of the companies existence, hidden the true international interest from the data center industry and the many interested data infrastructure companies. He has always positioned the Gotspace data project as his and his only, and has shielded the earlier successes and milestones from stakeholders of the corporation. Quinn's actions continue to be deplorable and all to the detriment of the very company Mr. Quinn has a stake in. These continued actions have threatened the company, risking our investments while putting our corporate structures into disarray.

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

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

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

1. Amend the Gotspace Data Partners, LLC corporate documents to add section 5.5a Corporate Proprietary Information and Non Disclosure Disparagement clauses under the corporate provisions given as the majority of the members holding at least 51% hereby voted by Nicholas Fiorillo as officer absolute, if such title of sole officer.
2. Amend the Gotspace Data Partners, LLC corporate documents to revoke and place holder B share from the January and amend and replace B share issues of 10,000,000 shares to B Share Gotcapital under the corporate provisions given as the majority of the members holding at least 51% hereby voted by Nicholas Fiorillo as officer absolute, if such title of sole officer.

3. Amend the Gotspace Data Partners, LLC corporate documents to a lot a 10,000,000 share Pref A count of such shares under the corporate provisions given as the majority of the members holding at least 51% hereby voted by Nicholas Fiorillo as officer absolute, if such title of sole officer.
4. Amend the Gotspace Data Partners, LLC corporate documents to dilute CTDCD down to 0.0% and or Thomas Quinn under the corporate provisions given as the majority of the members holding at least 51% hereby voted by Nicholas Fiorillo as officer absolute, if such title of sole officer.
5. Engage, employ, and appoint Michael Grella to Chief Executive Officer and tender his signing bonus and issues him 5% of GSDP Preferred A Shares, as now Stakeholder.
6. Placeholder 7.0% of Preferred A Share for future C-Suite Officers and enact Mike Grella to seek out GSDP C-Suite team. Cause GSDP to enter into competitive employment and compensation agreement(s) with corporate officers. Offer such 6.5% of stake to certain professional Data Infrastructure GSDP team members and any and all further compensation that shall be offered.
7. Bring an action again CTDCD and Thomas Quinn to turn over all corporate communications, outside contacts and disclose all communications with all data industry companies and employees, order Quinn to immediately refund the \$1,000,000.00 previously advanced to him for his sub-contractor duties he has failed to provide. Enable GSDP to continue its ongoing investigation into the corporate misdeeds of all “bad actors” and seek to prosecute these bad actors, and/or corporations or outside individuals who have harmed or continue to harm the company and its stakeholders that have ad continued to conspire and against the company with Quinn.

Preference A Share Schedule

10,000,000

Michael Grella	5.0% Preference A Shares
Gotspace Data, LLC Shares	20.5% Preference A
Gotspace Data Fund One, LLC Shares	12.5% Preference A
Gotcapital, LLC Shares	55.0% Preference A
CTDCD, LLC Shares	0.0% Preference A
GSDP (C-Suite)	7.0% Preference A

Preference A Share Schedule

10,000,000

Gotcapital LLC

100% Pref B

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

Sincerely,

Nicholas Fiorillo

CEO of Gotospace Data Partners, LLC



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

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

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

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

actions:

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

6. Execute and enter into this day, the Promissory Note and Secured Credit Facility-Evergreen Capital Facilitation Agreement with Got Capital LLC and Gotspace Data Partners, LLC.
7. Agree, allow and support the corporate resolution and issuance of 50% of the issued stock of Gotspace Data Partners, LLC and accept such dilution of GSDF1 25% Preference A Shares to be reduced to 12.5% Preferred Stock A of Gotspace Data Fund One, LLC in exchange and for the consideration of the Promissory Note and Secured Credit Facility and access to future capital and the mutual exchange of consideration of between \$8,000,000.00 and \$10,000,000.00 in previously deployed capital, and \$1,000,000.00 of previously invested capital and contribution of sweat equity and any and all consideration in the exchange for the capital, so invested to date and pledge of promise of investment and facilitation of debt and equity and capital from Got Capital, LLC and it's principle, Nicholas Fiorillo.
8. Bring a Federal Action against all "Bad Actors", Thomas Quinn, Peter Spitalny, Jake Spitalny, Sam Spitalny, and S & Q Data for their numerous violations of the Racketeer Influenced and Corrupt Organizations ("RICO") Act (18 U.S.C. § 1961 et seq.) and (18 U.S.C. 1958(a)(b)), and seek an amount of damages of at least \$100,000,000 in damages for their willful misconduct and criminal conspiracy and/or violations of numerous state and federal law claims of breach of contract, tortuous interference of business contracts and relations, unjust enrichment and/or breach of duty of loyalty, where the Bad Actors have conspired to perpetrate a fraudulent loan-to-own-under-funding-equity-embezzlement schemes to extort, convert and launder money and property from Gotspace Data Partners, LLC and Gotspace Data Fund One, LLC and it's innocent stake holders throughout the states of New York, Connecticut Massachusetts and Rhode Island.
9. To take all other corporate actions and duties necessary to continue the ongoing business and day to day duties at Gotspace Data Fund One, LLC.

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

It is so stated and enacted, by the corporate governance of GSDF1, Nicholas Fiorillo as manager and officer and majority stakeholder. Has hereby approved

and has voted to take action as stated herein, for the beneficial interest of the company.

Nicholas Fiorillo

Gospace Data Fund One, LLC

manager/member/majority stake holders



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

**AMENDMENT TO THE OPERATING AGREEMENT OF GOTSPACE DATA
PARTNERS, LLC WITH WRITTEN CONSENT OF THE
MAJORITY OF CLASS A MEMBERS OF GOTSPACE DATA PARTNERS, LLC**

The undersigned, being the majority of Class A members (“**Members**”) of **GOTSPACE DATA PARTNERS, LLC**, (“**GDP**”) a Massachusetts limited liability company (the “**Majority Members**”), hereby consent to the adoption of the following recitals and resolutions and to the actions set forth herein as of date of January 2021 Operating agreement and subsequent amendments and as further amended from time to time, this November 3, 2021:

WHEREAS, it is in the best interests of the Members for GDP to amend the Operating Agreement of GDP and amend the January 2021 operating agreement of Gospace Data Partners, LLC to include the following language;

BE IT THEREFORE RESOLVED that the Members and the manager/officer(s) hereby approve the inclusion of the following language to be added section as 7.4, effective in its entirety.

Expulsion of Members “Bad Actor Clause” A Member(s) may be expelled from the Company by a vote of 51% Of the Members (not including the Member to be expelled) if that Member(s) (a) has willfully violated any provisions of this operating agreement whereas such grounds for such Expulsion of such Member(s) may be consider as he/she would be considered a “Bad Actor” within the company. Whereas, including but not limited to, such corporate misdeeds of these bad actors, and any affiliate corporate member(s) and/or individuals that have aided and abetted such bad actors undermining of our corporate mission with the intent to harm, impede and block the forward path in completing the corporate goals and objectives of the company, it may be determined that based on a preponderance of the circumstances and the facts now know or unknown to the company, the Expulsion of such Member(s) from the Company for these bad actions is therefore deemed warranted by the member(s) controlling 51% and/or the officer(s) or manager(s) of the company. Whereas the company stakeholders may see fit to protect the company, its assets, its trade and corporate property, contracts and highly sensitive propitiatory business activities. Being such Bad Acts, or actions and material representations by such bad actor(s) themselves individually, by and through their official Member Corporate Stakeholder entities, and/or any affiliated, direct or indirect beneficial

interest holder(s), investor(s) or silent partner(s) are suspected, have in fact or will conspire to have taken such bad actions such as the following, but not limited to (b) committed fraud, corporate undermining, embezzlement, theft, or gross negligence against the Company or one or more Members of the Company, or (c) has in engaged in any type wrongful of conduct, financial crime(s) or securities fraud(s) that may adversely and materially affect(s) the business, financing, underwriting or operation of the Company. Whereas such a Member(s) or a direct or indirect associate of the Member(s) may be considered a Defaulting Member, and the Company or other Members may also exercise any one or more of the remedies provided by this agreement, and in law and equity, as well as loss of the Member's membership interest, forfeit of capital investment, claim to future profits and/or dividend(s) by such vote of the majority of the stakeholders. The Company may offset any damages to the Company or its Members occasioned by the misconduct of the expelled Member(s) against any amounts that have been invested and strike any promise of returns or profits from such investment, lent or committed to be invested and/or distributable or otherwise payable by the Company to the expelled Member(s), their corporate stakeholder(s) company(s) affiliates and/or any individual or affiliate corporate entity vested in such Expelled Member.

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

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

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

CLASS A MEMBER:

GS DATA, LLC, a Massachusetts limited liability company (owner of **20.5%** of Class A shares)

By: 
Name: Nicholas Fiorillo
Its: Manager

CLASS A MEMBER:

GS DATA FUND ONE, LLC, a Massachusetts limited liability company, (owner of **12.5%** of Class A shares)

By: 
Name: Nicholas Fiorillo
Its: Manager

CLASS A MEMBER:

Gotcapital, LLC, a Massachusetts limited liability company (owner of **55.0%** of Class A shares)

By: 
Name: Nicholas Fiorillo
Its: Manager



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

**WRITTEN CONSENT OF THE MANAGER AND
MAJORITY OF CLASS A MEMBERS OF GOTSPACE DATA PARTNERS, LLC**

The undersigned, being the majority of Class A members (“**Members**”) of **GOTSPACE DATA PARTNERS, LLC**, (“**GDP**”) a Massachusetts limited liability company (the “**Majority Members**”), hereby consent to the adoption of the following recitals and resolutions and to the actions set forth herein as of November 8, 2021:

WHEREAS, it is in the best interests of the Members for GDP to remove GOTSPACE DATA, LLC as a stakeholder of GDP and has now been expelled from the company. for their Bad Actions and corporate undermining and misdeeds, as investigated and hereby concluded by the company and as further delineated in the investigative findings of the company and as detailed in their bad actions that are continuing up and until this day. Whereas contained in the multiple relevant sections, specifically section 7.4 “Expulsion. A Member(s) may be expelled from the Company by a vote of 51% of the Members (not including the Member to be expelled) if that Member(s) (a) has willfully violated any provision of this Agreement; (b) committed fraud, corporate undermining, theft, or gross negligence against the Company or one or more Members of the Company, or (c) engaged in any wrongful type of conduct that adversely and materially affects the business or operation of the Company. Whereas, such a Member may be considered a Defaulting Member, and the Company or other Members may also exercise any one or more of the remedies provided by law and in equity, as well as loss of the Member’s membership interest for such bad actions against the company. The company or other Members may also exercise any one or more of the remedies provided in the company operating agreement, as well as loss of the Member’s membership interest, forfeit of capital investment, claim to future profits and/or dividend(s) by such vote of the majority of the stakeholders. The Company may offset any damages it deems necessary to the Company or its Members occasioned by the misconduct of the expelled Member(s) “against any amounts that have been invested by the expelled member and strike any promise of returns or profits from such investment, lent or committed to be invested and/or distributable or otherwise payable by the Company for the benefit of expelled Member(s), their corporate stakeholder(s), vested individuals, company(s) affiliates and/or any individual or affiliate corporate entity vested in such Expelled Member.”;

1. **BE IT THEREFORE RESOLVED** that the Members hereby approve and support the dilution to 0.0% Pref A Shares, and removal of GOTSPACE DATA, LLC as a stakeholder of GSDP, LLC based upon investigative findings. The 20.5% Pref A shares previously held for GOTSPACE DATA, LLC will now be held by GOTSPACE DATA EQUITY FUND ONE, LLC.

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

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

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

GOTSPACE DATA PARTNERS, LLC
MANAGER:

By: _____
Name: Nicholas Fiorillo
Its: Manager

CLASS A MEMBER:

**Gotcapital, LLC, a Massachusetts limited liability
company (owner of 55.0% of Class A shares)**

By: _____
Name: Nicholas Fiorillo
Its: Manager



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

**WRITTEN CONSENT OF THE
MAJORITY OF CLASS A MEMBERS OF GOTSPACE DATA PARTNERS, LLC**

The undersigned, being the majority of Class A members (“**Members**”) of **GOTSPACE DATA PARTNERS, LLC**, (“**GDP**”) a Massachusetts limited liability company (the “**Majority Members**”), hereby consent to the adoption of the following recitals and resolutions and to the actions set forth herein as of November 4, 2021:

WHEREAS, it is in the best interests of the Members for GDP to remove CTDCD, LLC as a stakeholder of GDP wherefore, Thomas Quinn as its Manager/Member has as an individual and as the corporate manager of CTDCD,LLC, has now been expelled from the company. for their Bad Actions and corporate undermining and misdeeds, as investigated and hereby concluded by the company and as further delineated in the investigative findings of the company and as detailed in their bad actions that are continuing up and until this day. Whereas contained in the multiple relevant sections, specifically section 7.4 “Expulsion. A Member(s) may be expelled from the Company by a vote of 51% of the Members (not including the Member to be expelled) if that Member(s) (a) has willfully violated any provision of this Agreement; (b) committed fraud, corporate undermining, theft, or gross negligence against the Company or one or more Members of the Company, or (c) engaged in any wrongful type of conduct that adversely and materially affects the business or operation of the Company. Whereas, such a Member may be considered a Defaulting Member, and the Company or other Members may also exercise any one or more of the remedies provided by law and in equity, as well as loss of the Member’s membership interest for such bad actions against the company. The company or other Members may also exercise any one or more of the remedies provided in the company operating agreement, as well as loss of the Member’s membership interest, forfeit of capital investment, claim to future profits and/or dividend(s) by such vote of the majority of the stakeholders. The Company may offset any damages it deems necessary to the Company or its Members occasioned by the misconduct of the expelled Member(s) “against any amounts that have been invested by the expelled member and strike any promise of returns or profits from such investment, lent or committed to be invested and/or distributable or otherwise payable by the Company for the benefit of expelled Member(s), their corporate stakeholder(s), vested

individuals, company(s) affiliates and/or any individual or affiliate corporate entity vested in such Expelled Member.”;

1. **BE IT THEREFORE RESOLVED** that the Members hereby approve and support the dilution to 0.0% Pref A Shares, and removal of CTDCD, LLC as a stakeholder of GSDP, LLC based upon investigative findings in which Thomas Quinn committed tortious interference, and conspired with outsiders to undermine the corporate objectives.

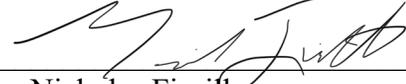
IN WITNESS WHEREOF, the undersigned have executed this Written Consent as of the date first set forth above, and the foregoing recitals and resolutions shall be of the same force and effect as if regularly adopted at a meeting of the Members held upon due notice. This Written Consent may be executed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

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

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

CLASS A MEMBER:

GS DATA, LLC, a Massachusetts limited liability company (**owner of 20.5% of Class A shares**)

By: 
Name: Nicholas Fiorillo
Its: Manager

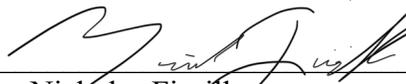
CLASS A MEMBER:

GS DATA FUND ONE, LLC, a Massachusetts limited liability company, (**owner of 12.5% of Class A shares**)

By: 
Name: Nicholas Fiorillo
Its: Manager

CLASS A MEMBER:

Gotcapital, LLC, a Massachusetts limited liability company (**owner of 55.0% of Class A shares**)

By: 
Name: Nicholas Fiorillo
Its: Manager



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

**WRITTEN CONSENT OF THE
MAJORITY OF CLASS A MEMBERS OF GOTSPACE DATA PARTNERS, LLC**

The undersigned, being the majority of Class A members (“**Members**”) of **GOTSPACE DATA PARTNERS, LLC**, (“**GDP**”) a Massachusetts limited liability company (the “**Majority Members**”), hereby consent to the adoption of the following recitals and resolutions and to the actions set forth herein as of September 15, 2021:

WHEREAS, it is in the best interests of the Members for GDP to remove Thomas Quinn as Manager of GDP, as per multiple relevant sections and 5.4.2; in addition to being based upon investigative findings in which Thomas Quinn has committed tortious interference, conspired with others to undermine the corporate objectives and is perpetrating a criminal embezzlement scheme of corporate assets and capital from the company and receiving kick backs from good faith deposit monies by inflating real estate sales contract prices with certain sellers, unbeknownst to the company, for millions more than disclosed to the seller, to usurp these inflated sales proceeds and real estate commission not due or owing, all of these Bad Actor infractions. corporate undermining and attempted embezzlement of monies and assets of the company includes all such authorization to act on the behalf of GDP under an emergency meeting of the stakeholders;

BE IT THEREFORE RESOLVED that the Members hereby approve the removal of Thomas Quinn as Manager and authorizes Manager of GDP, Nicholas Fiorillo to take all actions necessary to consummate the removal of Thomas Quinn as Manager of GDP; and now appoint Nicholas Fiorillo as sole officer.

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

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

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

CLASS A MEMBER:

GS DATA, LLC, a Massachusetts limited liability company (**owner of 37% of Class A shares**)

By: _____

Name: Nicholas Fiorillo

Its: Manager

CLASS A MEMBER:

GS DATA FUND ONE, LLC, a Massachusetts limited liability company, (**owner of 25% of Class A shares**)

By: _____

Name: Nicholas Fiorillo

Its: Manager