

# EXHIBIT 44

SUPERIOR COURT  
JUDICIAL DISTRICT OF STAMFORD/NORWALK  
AT STAMFORD

Docket No. (X08)FST-CV18-6038249-S

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REDEVELOPMENT AGENCY OF      :
THE CITY OF NORWALK;         :
and CITY OF NORWALK,         :
                             :
                             Plaintiffs :
                             :
VS                             :
                             :
ILSR OWNERS LLC; WALL ST     :
OPPORTUNITY FUND, LLC; KOMI  :
VENTURES, LLC; MILLIGAN REAL :
ESTATE LLC; JASON MILLIGAN;  :
and CC RIVINGTON LLC,       :
                             :
                             Defendants :
- - - - -X

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Videotaped deposition of JASON MILLIGAN  
taken at the offices of Shipman & Goodwin, 300  
Atlantic Street, Stamford, Connecticut, before  
Clifford Edwards, Certified Shorthand Reporter and  
Notary Public, in and for the State of Connecticut  
on January 23, 2020, at 9:17 a.m.

1           Q        Could I just see that for a moment,  
2    please?

3                    Thank you.

4           A        Remember I saw you over there the other  
5    day.

6           Q        Yes, I do.

7                    Now, when you bought the five properties  
8    on March 31st, 2018, you knew what you were doing;  
9    right?

10                   MR. RUBIN: Object to form.

11          A        Specifically?

12                   MR. RUBIN: Make sure you have the  
13    right dates, please.

14          A        Oh. Yes.

15                    Can you repeat the question?

16    BY MR. WILLIAMS:

17          Q        When you bought the five properties on  
18    May 31st, 2018, you knew what you were doing; right?

19                   MR. RUBIN: Object to form.

20          A        Knew what I was doing?

21                    Yes.

22    BY MR. WILLIAMS:

23          Q        Had -- had you read the LDA thoroughly  
24    before you closed on the five properties?

25                   MR. RUBIN: Object to form.

1           A        I had read the LDA.

2   BY MR. WILLIAMS:

3           Q        Did you read it thoroughly?

4           A        I mean, I don't know whether I would use  
5   that term. I read the LDA.

6           Q        Okay.

7           A        And I reviewed the LDA.

8                    MR. WILLIAMS: One second.

9                    (Whereupon, there was a discussion  
10                   off the record.)

11                   (Whereupon, Plaintiff's Exhibit No.  
12                   43, Land Disposition Agreement, was  
13                   marked for identification.)

14          A        Are you ready for me?

15   BY MR. WILLIAMS:

16          Q        Yes.

17          A        Okay.

18          Q        Did you --

19          A        Go ahead.

20          Q        Did you want to take a second to look  
21   through the LDA?

22          A        I don't know. Maybe.

23          Q        And I'm not asking you a specific  
24   question about any particular language in there at  
25   the moment, but once you've had a chance to flip

1 form.

2 BY MR. WILLIAMS:

3 Q How many would you say?

4 A I don't know specifically.

5 Q Okay.

6 (Whereupon, Plaintiff's Exhibit No.  
7 44, Purchase and Sale Agreement, was  
8 marked for identification.)

9 COURT REPORTER: Forty-four.

10 BY MR. WILLIAMS:

11 Q I'm showing you, Mr. Milligan, when  
12 you're ready --

13 A Uh-huh.

14 Q -- what we've marked as Exhibit 44, which  
15 is the document disclosed to us as the Purchase and  
16 Sale Agreement for the properties in this case.

17 A Okay.

18 Q And can I ask you to turn to page 9 of  
19 that document?

20 Do you have that?

21 A Yes.

22 Q Is that your signature for Wall Street  
23 Opportunity Fund, LLC?

24 A Yes.

25 Q And on every page of the agreement

1 through page 8, did you make those initials on each  
2 page?

3 A I don't remember.

4 Q Well, do you recognize those to be your  
5 initials?

6 A I mean -- no, but they probably are.

7 Q Okay. Now, I want to ask you about page  
8 3 of the agreement.

9 Do you see the Section 5, labeled "Due  
10 Diligence/Approvals"?

11 A Uh-huh. Yes.

12 Q And there's a Subsection A under that.

13 A Okay.

14 Q And then in Section 5b you specifically  
15 acknowledged -- you on behalf of Wall Street -- that  
16 you had conducted all necessary due diligence, that  
17 the property is governed by the LDA and the LRA,  
18 that you had reviewed those documents, and that you  
19 agreed to purchase the property as is regardless of  
20 any rights of reentry, required consents, etc.

21 Is that a fair summary?

22 MR. RUBIN: Object to form.

23 BY MR. WILLIAMS:

24 Q You can answer.

25 MR. RUBIN: I mean --

1           A           Okay.  So can you repeat the question?

2   BY MR. WILLIAMS:

3           Q           Did you agree in Section 5a that you had  
4   conducted all necessary due diligence?

5           A           No, I do not believe I did.

6           Q           And did you acknowledge in Section 5a  
7   that the property is governed by the terms of the  
8   Land Disposition Agreement and the Loan Recognition  
9   Agreement?

10                           MR. RUBIN:  Object to form.

11           A           And I don't believe that I did  
12   acknowledge that.

13   BY MR. WILLIAMS:

14           Q           Was Wall Street Opportunity Fund the  
15   purchaser?

16           A           Yes.

17           Q           And you understand when it uses the word  
18   "purchaser," that's who it's referring to?

19           A           Yes.

20           Q           And does it state in the first  
21   sentence --

22           A           I -- I --

23           Q           -- "Purchaser has conducted all necessary  
24   due diligence"?

25           A           "Purchaser" -- okay.

1 Q Yes or no?

2 A Well, give me a second. Let me just read  
3 this clause.

4 Q Sure.

5 A Okay.

6 Q So in the first sentence of Section 5a  
7 did Wall Street acknowledge that it had conducted  
8 all necessary due diligence?

9 A Here's what Wall Street acknowledges and  
10 here's what -- the way I looked at this: This is a  
11 boilerplate agreement. And what I agreed --  
12 understood was this was a mess.

13 The LDA was a mess. The City was a mess.  
14 The decisions were a mess. 'Cause in 2004, they  
15 tried to do a POKO project. It had fallen apart.  
16 It was in disarray. And what they were saying is  
17 they're not making any representations.

18 So we weren't looking for them to make a  
19 representation. We thought that there may be an  
20 LDA. There may be rights if it were valid. And  
21 there was enough convoluted, bad acting, and bad  
22 decisions up until this point, that we were  
23 relieving them of that risk as far as making  
24 representations.

25 So that's what I understood that to mean.

1 I didn't parse every last word. This was done  
2 fairly quickly. So we felt comfortable moving  
3 forward based upon what we understood to be the  
4 facts at the time.

5 Q This document states the agreed-upon  
6 terms between Wall Street Opportunity Fund and ILSR  
7 Owners, LLC for the purchase of those five  
8 properties, doesn't it?

9 A It does, but I didn't look at it as  
10 boilerplate. Just like this is a thousand pages.  
11 This is a lot of pages. The terms that I paid  
12 attention to were the price, the closing. And this  
13 boilerplate language was not something significant  
14 that I poured over.

15 I read it. I believed that there's  
16 enough questions with the LDA, enough questions with  
17 the project, enough questions with the developer,  
18 enough questions with decisions, enough backroom  
19 deals what would be uncovered. I thought there  
20 would be a conversation.

21 See, that was the whole point. I thought  
22 at the time after this closed, we would be having  
23 this long conversation that's overdue about what  
24 should happen with Wall Street. That is what I was  
25 hoping to have, a seat at the table to be involved

1 in the discussion. That never took place.

2 So what does it say here? The LDA is  
3 expired. The land's expired. The project's  
4 defunct. The guy is dead; right? I mean, this  
5 doesn't talk about all that, but that's the way I  
6 understood it.

7 Q And there isn't any other person in the  
8 sale agreement between Wall Street and ILSR Owners,  
9 is there?

10 A No.

11 Q You're not claiming that you failed to  
12 read this language before you signed the agreement,  
13 are you?

14 A Failed to read it?

15 I'm claiming that I didn't pour over it.  
16 I didn't parse it. I -- I wasn't concerned with  
17 that boilerplate language.

18 Q And it states in the next sentence that  
19 purchaser understands the property is governed by  
20 the LDA and the LRA; right?

21 A May be governed is the way I took it.  
22 May be governed, if valid.

23 Q But it says "is governed."

24 A Okay. I'm telling you the way I  
25 understood this.

1 Q Okay.

2 A You can read the documents. I can see  
3 what it says. I'm not a lawyer.

4 Q I'm asking you to acknowledge what it  
5 says.

6 A I'm acknowledging the way I understood  
7 it.

8 Q Right. That's a different question, and  
9 that's not the one I asked you.

10 A But you have the document, and you can  
11 read it.

12 MR. RUBIN: If you want to ask --

13 BY MR. WILLIAMS:

14 Q The purpose of today's deposition,  
15 Mr. Milligan, is for me to ask you questions and for  
16 you to answer them; okay? And I'll you to focus on  
17 and try to answer --

18 A You want me to read the document?

19 Q -- the question, that I asked you.

20 A Okay.

21 Q All right.

22 MR. RUBIN: Wait.

23 To the extent that you want to ask  
24 him to read that sentence and say that's  
25 what that sentence says, he can

1 acknowledge the language that's in the  
2 agreement.

3 To the extent that you ask him what  
4 his understanding of that language, he  
5 can answer that question.

6 If you don't want the second part,  
7 just ask him: Is this what it says?

8 It kind of is. The document speaks  
9 for itself.

10 MR. CALLAHAN: Well, actually it --  
11 it doesn't, does it?

12 MR. RUBIN: Let's --

13 MR. CALLAHAN: That's what he's  
14 testified to.

15 MR. WILLIAMS: Let's -- let's limit  
16 --

17 MR. RUBIN: No.

18 MR. WILLIAMS: Let's limit our  
19 assistance to an objection to the form,  
20 please. Do you have one?

21 THE WITNESS: Well, can you limit  
22 this assistance as well?

23 MR. RUBIN: I'm just trying to move  
24 it forward, but ask your next question.

25 MR. WILLIAMS: Me, too.

1 BY MR. WILLIAMS:

2 Q In the second sentence of Section 5a,  
3 that you agreed to on behalf of Wall Street, Mr.  
4 Milligan, it states that, "Purchaser acknowledges  
5 and understands that the property is governed by the  
6 LDA and the LRA"; correct?

7 MR. RUBIN: Could you -- objection.

8 Read the -- if you're going to read  
9 the sentence, read the sentence  
10 accurately. Don't parse it. Don't leave  
11 out clauses.

12 If you want him to acknowledge that  
13 the document says what it says, then,  
14 please, read it accurately.

15 BY MR. WILLIAMS:

16 Q Is that correct?

17 A What? Can -- can you ask the question  
18 again?

19 Q Okay. We'll try number four or five.

20 Does it state that, "The purchaser  
21 acknowledges and understands that the property is  
22 governed by the terms of a certain Land Disposition  
23 Agreement with the City of Norwalk as amended and  
24 certain Loan Recognition Agreement as amended"?

25 A This document does say that.

1 Q And does it also state in the next  
2 sentence that, "Purchaser," meaning Wall Street,  
3 "has reviewed these documents and all other  
4 documents reflecting title and agreed to purchase  
5 the property as is regardless of the existence of  
6 any rights of reentry, required consents," etc.?

7 MR. RUBIN: Object to form.

8 A It does not say exactly that.

9 BY MR. WILLIAMS:

10 Q Okay. Why don't you read the sentence  
11 out loud then?

12 A "Purchaser has reviewed these documents  
13 and all other documents reflecting title and has  
14 agreed to purchase the property as is regardless of  
15 the existence of any rights of reentry, required  
16 consents or approvals or encumbrances."

17 Q And that was a true statement that you  
18 agreed to; right?

19 MR. RUBIN: Object to form.

20 What -- what does that mean?

21 BY MR. WILLIAMS:

22 Q Was that sentence true?

23 MR. RUBIN: Object to form.

24 A I -- I -- do you mean accurate?  
25

1 BY MR. WILLIAMS:

2 Q Yeah.

3 A No. I don't think it is fully accurate.

4 Q So you agreed to something that wasn't  
5 accurate?

6 A No. I -- I -- I believe this sentence is  
7 a poor sentence. I didn't spend a lot of time on  
8 parsing this. It was inconsequential.

9 I took it as general. I took that there  
10 would probably be questions. There are serious  
11 questions to be answered about the validity of any  
12 of these land agreements, the validity of the plan  
13 that governs them, the actions that were taken by  
14 the public parties. I think there's serious  
15 question about lying by the public parties and how  
16 they acted.

17 And so all -- I read this, and the way I  
18 took it was that we are not providing you with a  
19 clean title. We're -- we're making you acknowledge  
20 that there are land agreements that may be valid.

21 There was just no discussion about it.  
22 They were releasing themselves. I looked at this as  
23 a release for them, not me being bound or something.  
24 I'm not binding myself. They -- they were no longer  
25 -- they weren't trying to hold me to this.

1           They were saying, We're letting you know  
2 these exist.

3           And I acknowledged that they did exist.  
4 I did read the documents. I did get advice on the  
5 documents. And I'm comfortable -- I was comfortable  
6 with this being in there.

7           Q       And did you understand that language in  
8 Section 5a that we just reviewed when you signed  
9 this agreement?

10          A       When you say "understand," I'm telling  
11 you how I understood it. So if you disagree, maybe  
12 I didn't understand it.

13          Q       Okay. But you are --

14          A       Well, we're litigating a lot of this,  
15 aren't we?

16          Q       Well, sure.

17          A       Okay.

18          Q       Were you assisted by legal counsel in the  
19 negotiation of this agreement?

20          A       I had legal counsel involved in the  
21 purchase of these properties.

22                   Specific to negotiations, I -- I mean  
23 I -- maybe.

24          Q       Did you have legal counsel who could have  
25 advised you on the meaning of this agreement before

1 you signed it?

2 A Yes.

3 Q When you signed this Purchase and Sale  
4 Agreement, you understood that under the LDA, the  
5 Redevelopment Agency's consent was required before  
6 ILSR Owners could sell the properties; right?

7 A No.

8 Q You didn't know that?

9 A I didn't understand that to be true.

10 Q So you -- you didn't understand the  
11 language in 5(a) that says it's required -- it's --  
12 regardless of any required consents or rights of  
13 reentry, etc.?

14 MR. RUBIN: Object to form.

15 A Can you please repeat the question?

16 BY MR. WILLIAMS:

17 Q You didn't understand that language?

18 A Which language?

19 MR. RUBIN: Object to form.

20 BY MR. WILLIAMS:

21 Q That "purchaser had reviewed the LDA and  
22 had agreed to purchase the property as is regardless  
23 of the existence of any rights of reentry, required  
24 consents or approvals," that part.

25 MR. RUBIN: Object to form.

1           A        Okay.  What's the question?

2   BY MR. WILLIAMS:

3           Q        Did you understand it?

4           A        I've told you the way I understood it.  I  
5   understood that to mean they were providing --  
6   looking for a waiver on that.

7                    I read the documents.  I believe there  
8   are enough questions on the documents.  I believe  
9   that you may have rights.  You probably have some  
10  rights if the agreements are valid.

11                   And I believe that there should be and  
12  probably will be a long discussion about that  
13  eventually.

14          Q        You read the LDA before you bought the  
15  properties?

16          A        I did.

17          Q        Did you see the part about how the  
18  agencies can set what's required for ILSR Owners to  
19  sell the properties?

20          A        Yes.

21          Q        And in Section B, under part 5,  
22  Subsection 5b, it states, "Purchaser," again that's  
23  Wall Street, "hereby acknowledges that it will not  
24  require the seller to obtain any municipal or  
25  governmental approvals for the sale of the property.

1 The purchaser shall obtain its own approvals if  
2 necessary."

3 A I do see that.

4 Q And did you understand that language when  
5 you signed the agreement?

6 A I can tell you for two years I tried to  
7 get a seat at the table. We tried to knock on the  
8 door and provide help with this disgusting disaster  
9 of a project.

10 We offered our assistance, me and other  
11 real estate professionals. We knew we could provide  
12 assistance. When we asked to be involved in the  
13 decisions that were being made, a nondisclosure  
14 agreement was signed by -- by ten or a dozen  
15 parties, including the mayor and the corporation  
16 counsel and the -- the council members.

17 Not only did they not accept us for their  
18 help. They blocked us from being -- being involved  
19 at all. When I reviewed these documents and we're  
20 looking for a way in, that -- that was in that  
21 context.

22 So I acknowledge that these agreements  
23 were made. I acknowledge that they were hugely  
24 flawed. That they were expired. The time had gone  
25 by. The permits had gone by. That the developer

1 had died. That there was a lot to talk about.

2 And so they're saying -- you're aware of  
3 this. They didn't -- they -- I looked for -- I  
4 believe they were looking to limit their exposure.  
5 That's the way I read this. That's the way I  
6 understood it. If necessary, approvals if  
7 necessary.

8 Q When you told me a moment ago that you  
9 had read the part of the LDA that required the  
10 Agency's consent and you knew when you closed on the  
11 properties that ILSR Owners had not obtained that  
12 consent of the Agency; right?

13 A Yes.

14 Q And that was a calculated risk on your  
15 part to proceed; right?

16 A Can you repeat that question?

17 Q It was a calculated risk on your part to  
18 proceed?

19 A What was?

20 Q On the closing of the properties knowing  
21 that the consent had not been given.

22 A Yes.

23 Q And no one but you made the decision to  
24 take that calculated risk; right?

25 A Can you rephrase the question?

1 Q No one but you made that decision;  
2 correct?

3 A Can you rephrase it?

4 Q What part don't you understand?

5 A It seems like it's a double negative. I  
6 want to make sure I'm answering it accurately.

7 Q Was there anyone but you who made the  
8 decision to take that calculated risk?

9 A No.

10 Q And did you feel coerced into making that  
11 decision in any way?

12 A No.

13 I do take issue with the way you're  
14 characterizing the calculated risk, though. I  
15 believe I'm helping you understand the risk that I  
16 believe I was taking. I don't believe -- I believe  
17 there's serious questions of validity as to all  
18 these documents.

19 Q I understand that's your argument.

20 A Good.

21 (Whereupon, Plaintiff's Exhibit No.  
22 45, E-mail, was marked for  
23 identification.)

24 COURT REPORTER: Forty-five.

25

1 says.

2 Q The easiest way would have been to ask  
3 for the permission up front before the closing,  
4 wouldn't it?

5 A No.

6 Q Then you wouldn't be sued over it?

7 A So you say.

8 Q Why wouldn't that be easier?

9 A Because I don't believe that they would  
10 ever, ever consider it. 'Cause I've seen your  
11 behavior. We were supposed to be meeting about how  
12 we would solve this.

13 Instead, you pretended all we could talk  
14 about was how you would apply to be a redeveloper, a  
15 very specific thing. It was not an honest  
16 discussion ever, not before when we started talking.  
17 Then they signed a nondisclosure agreement to hide  
18 what they were trying to do.

19 Then we're knock, knock, knocking. Can  
20 we get in? Can we please help?

21 No. No. No.

22 I do not believe that any of the  
23 public-party players would ever consider anything  
24 than the crooked deal that they were working on  
25 behind the scenes. That's that.

1           So, no, I do not believe that that was  
2     the way to do it, and I don't believe that would --  
3     that would have opened the door.

4           Q     It would have been one way to resolve the  
5     problem --

6           A     Oh.

7           Q     -- that you could have chosen to do  
8     before closing, though; right?

9           A     No, I could not have.

10          Q     Why is that?

11          A     That -- that was one way that could have  
12     been chosen, yes.

13          Q     You didn't think you wanted to or it was  
14     a could idea, but you could have?

15          A     It -- it was one possibility. It was one  
16     way to go about this, correct.

17          Q     In fact, you had approached ILSR Owners  
18     and CC Rivington while they were in discussions with  
19     McClutchy and Citibank in April 2018 and offered to  
20     buy the properties and close in ten days with no  
21     contingencies; right?

22          A     Again, that's a very long, multipart  
23     question.

24                     I would -- it's -- it's hard -- I'm  
25     trying to answer your question, but I'm having a

1 looks like at a slightly higher price.

2 I don't recall the exact specifics of who  
3 I spoke to, when exactly it happened, if it was  
4 John, if it was Etan, if it was somebody else. And  
5 I didn't have a lot of conversation with John or  
6 Etan. And I don't know who they were representing  
7 when they picked up the phone.

8 We can put them all together maybe, those  
9 three.

10 BY MR. WILLIAMS:

11 Q Why were you talking to John about this  
12 subject and not the Olsons, who are part of ILSR  
13 Owners?

14 A Well, I believe that there was one --  
15 Olson was deceased at this time.

16 Q Right.

17 A And I was talking to anyone and  
18 everybody, including public parties and McClutchy.

19 Q But why is John Salib's company involved  
20 in that discussion?

21 A They had the loan, and it would have been  
22 a short sale from what I could understand.

23 Q Right.

24 A So I think their permission would have  
25 been required.

1 Q Right.

2 A So --

3 Q You -- you knew at that time that CC  
4 Rivington actually had a contractual right to void a  
5 transfer of the properties if it didn't consent to  
6 it?

7 MR. RUBIN: Object to form.

8 A I don't recall knowing that.

9 BY MR. WILLIAMS:

10 Q Now, you attended a May 31st, 2018 --

11 A Actually, can we go back?

12 I -- I absolutely don't recall that. I  
13 don't think that is the case.

14 Q You think it's not the case?

15 A No. I don't -- I don't think that  
16 CC Rivington has the right to void a transaction.

17 Q Why do you say that?

18 A I just don't think that that --  
19 mechanically. But I'm not -- I'm not a lawyer.

20 As a layperson's understanding, I do not  
21 believe a lender could void a transaction.

22 Q Was there a requirement that CC Rivington  
23 consent to the transfer by ILSR Owners?

24 A I don't recall.

25 Q I thought that's what you said.

1           A        I don't recall exactly, but I -- I think  
2 they probably did.

3           Q        Why do you think that?

4           A        Because I think they were owed more than  
5 what I was offering. So at that point, it would --  
6 it -- they would be involved in the decision.

7                    I don't know that they were be required  
8 to consent for any type of purchase, especially if  
9 they were paid in full. But I don't remember  
10 specifically.

11                   There was a lot going on, a lot of  
12 documents, and I'm not a lawyer.

13          Q        Okay. Did you finish your answer?

14          A        Yes.

15          Q        You attended a meeting on May 31st, 2018  
16 at Norwalk City Hall with City and Agency officials;  
17 correct?

18          A        Yes.

19          Q        And those officials included Tim Sheehan  
20 for the Agency; Mayor Harry Rilling; his chief of  
21 staff, Laoise King; and corporation counsel, Mario  
22 Coppola; right?

23          A        There were several others as well.

24          Q        Who were they?

25          A        Marc Granier. Diane Beltz-Jacobson, I

1 believe. I believe there was someone else from the  
2 council. I believe there was another attorney.

3 There was a lot of attorneys. I think I  
4 counted six attorneys.

5 Q Representing the public parties?

6 A I don't know who they were representing.  
7 They weren't representing me. I was by myself,  
8 unrepresented.

9 Q And in this meeting, you were asked by  
10 the public parties to respect the approval process  
11 required under the LDA; correct?

12 A I don't recall exactly. But I want to  
13 characterize this meeting properly.

14 For two years I had been asking for this  
15 meeting. I asked. I begged. Can we talk about my  
16 plans for Wall Street? I wanted to talk about  
17 solutions.

18 Laoise King set up that meeting under  
19 false pretenses. She lied to me. She said, The  
20 mayor wants to talk to you. He wants to hear your  
21 ideas.

22 And that meeting was supposed to be on  
23 Friday. The closing was happening at that time. I  
24 left a very complicated closing to go that meeting  
25 'cause I was so excited they were finally going to be

1 talking about my ideas. I thought that was the  
2 reason. I walked into an ambush.

3 There were six attorneys. Mario had a  
4 lawsuit in front of him. And that was where Dave  
5 is. And he's threatening, pat, pat, patting on the  
6 lawsuit. People are yelling at me.

7 It was not at all what I had expected. I  
8 would not have gone to that meeting if I had known  
9 that or I would have brought an attorney.

10 Q Thank you. I understand that.

11 And what I'm wondering is: Were you  
12 asked in that meeting to respect the approval  
13 process before closing on the properties?

14 A I don't recall being asked specifically  
15 that.

16 Q What do you recall being asked about the  
17 Agency consent issue?

18 A I recall them generally asking me to ask  
19 the people involved if they would delay the closing.

20 Q And why did they want that?

21 MR. RUBIN: Object to form.

22 A You should ask them.

23 BY MR. WILLIAMS:

24 Q Well, did they say -- why did they say  
25 they wanted you to delay it?

1           A        I don't recall.  It was a very, very  
2    disturbing meeting.

3           Q        And you don't recall saying that you  
4    would talk to the Olsons about delaying it to get  
5    that consent?

6                               MR. RUBIN:  Object to form.

7           A        Can you ask a question?

8    BY MR. WILLIAMS:

9           Q        Do you recall telling the public parties  
10   that you would talk to the Olsons about delaying the  
11   closing to get the Agency's consent to the transfer?

12          A        It's so hard because the question -- can  
13   you, please, rephrase the question, or I can answer  
14   what I think you're asking; all right?

15          Q        Well, let's try that, and then I'll tell  
16   you if you did.

17          A        Okay.  I remember them asking me if I  
18   would ask the people involved.

19                        You said, "The Olsons."  I only remember  
20   one Olson, but I'm not sure if the widow was also an  
21   Olson.

22                        But they asked me to ask the people  
23   involved.  I don't remember who exactly.  But they  
24   asked the people, Your investors, the people buying  
25   it, whoever, please, could you ask them to delay the

1 closing?

2 And I agreed to ask them.

3 So if that answers your question, did  
4 they ask me to ask the people involved to delay the  
5 closing, I answered I would, and I did.

6 I went right back to the closing table  
7 with this marathon closing that required a lot of  
8 other people's consent, and I said, Hey, guys, I was  
9 just at this meeting, and they asked me if I would  
10 ask everybody if we would delay the closing.

11 And nobody was willing to.

12 Q Who -- who did you ask that of?

13 A I asked that to everybody: Salib, Olson,  
14 the widow, everybody who was at the table.

15 I think that there may have been a few  
16 chuckles.

17 Q In the meeting with the public parties,  
18 did you respond that you would consider making an  
19 amendment to the purchase and sale agreement that  
20 would require the sale to be approved by the agency?

21 A I do not recall that whatsoever.

22 But I got to tell you -- you have to  
23 understand this meeting. I walked into an ambush.  
24 There were six attorneys peppering me, not taking  
25 turns asking questions, yelling at me, including the

1           Q       But you had already closed on the POKO  
2 properties before you sent this text; right?

3           A       So, again, we're looking at things in a  
4 vacuum, and we're using terms.

5                   Closing, probably. If closing means when  
6 you record the deed, then that -- I believe we did  
7 close before this.

8                   And I'll also tell you after that  
9 meeting, I was pretty shaken. A lot was happening.  
10 I was rushing to get my son to the lacrosse game.  
11 While I'm at the lacrosse game, I'm the a-hole dad  
12 who's on the phone while people are trying to watch  
13 the game.

14                   And I'm on the phone with Laoise, and  
15 she's begging me, Give me something more. I can't  
16 deal with that.

17                   I didn't want to talk anymore. I  
18 still -- it was a long day. So it -- to take this  
19 out of context in a vacuum is -- is -- is not  
20 proper.

21                   If you're painting a proper picture, I'm  
22 there. Give me something.

23                   So I fired this off while watching a  
24 lacrosse game. After a night's rest and the very  
25 next morning, I explained everything to her, what

1 had happened, that it already closed.

2 So she's that, I need something.

3 She's still threatening lawsuits; okay?

4 And also, I might add, when I first  
5 stepped into the meeting, it became clear to me that  
6 the public parties were not good at math. Meaning,  
7 I had said in multiple publications the exact day I  
8 would be closing on these properties, when the ten  
9 days ran, when the right of first refusal that  
10 Citibank had.

11 The 31st was the date that was publicized  
12 widely. So when I showed up at the meeting, and  
13 they thought it was the 1st, I was not going to help  
14 them in their error, especially when I'm still  
15 reeling from this ambush; right?

16 So it -- I did not feel compelled, much  
17 like today, to answer stupid questions.

18 (Whereupon, Plaintiff's Exhibit No.  
19 48, Deeds, was marked for  
20 identification.)

21 COURT REPORTER: Forty-eight.

22 BY MR. WILLIAMS:

23 Q Exhibit 48 is the deeds to the five  
24 properties; right?

25 MR. RUBIN: Did you give me that?

1                   And so should I have helped her  
2 understand that she was way out in left field?

3                   At that time, I was not ready for all of  
4 the discussion. I wanted to watch the lacrosse  
5 game.

6                   The very next morning we had the  
7 conversation. So was she misled for that short  
8 period of time? For sure. And is that what I'm  
9 talking about here? Yes.

10                   I'm trying to say, Okay, let's try and  
11 see it from their side. Let's try and give them  
12 some air. Let's try and have a conversation so we  
13 can beyond this.

14                   It's not what happened, though,  
15 unfortunately.

16           Q        Because of the way you felt at that  
17 moment, you knew it was a misleading --

18           A        Oh my god, Joe.

19           Q        -- statement when you made it; right?

20                   MR. RUBIN: Object to form.

21                   And I'm going to instruct him not to  
22 answer because he's answered the question  
23 now --

24                   MR. WILLIAMS: You don't want to do  
25 that.

1           A        I'm not sure.

2           Q        Okay. All right. Now, when you decided  
3 to buy the five properties, it was not a  
4 philanthropic exercise; right?

5           A        Nope.

6           Q        You intended to profit off the deal?

7           A        Eventually.

8           Q        And you're a broker. That's what you do;  
9 right? Earn a commission on a transaction?

10                   MR. RUBIN: Object to form.

11          A        I do more than one thing.

12 BY MR. WILLIAMS:

13          Q        Is that one of the things that you do?

14          A        Yes.

15          Q        And you've been clear in your own  
16 statements that you're a broker, not a developer;  
17 right?

18          A        Sometimes.

19          Q        And as a broker, your goal was to gain  
20 control of the properties and then sell them to an  
21 actual developer, wasn't it?

22          A        No.

23          Q        What was it?

24                   MR. RUBIN: What was his goal in  
25 purchasing the properties?

1 Q You didn't know that?

2 A No.

3 Q Didn't you read the part of the LDA where  
4 it said when the payment would be made after the  
5 improvements were done?

6 A I did.

7 Q So you knew the improvements weren't  
8 done?

9 A That's for sure.

10 Q And shortly after you bought the  
11 properties, you offered to sell them to the  
12 McClutchyes; right?

13 A Correct.

14 Q And you knew, 'cause it's acknowledged in  
15 your Purchase and Sale Agreement, that Citibank had  
16 a right of first refusal on the properties that you  
17 bought?

18 A I understood that to be true.

19 Q And the McClutchyes operate under the  
20 business name JHM Group. Are you familiar with  
21 that?

22 A I'm familiar that that is one of their  
23 entities.

24 Q And JHM in May 2018 was a developer  
25 working with Citibank on the Wall Street Place

1 MR. RUBIN: "I appreciate the call  
2 this morning."

3 THE WITNESS: There we go.

4 BY MR. WILLIAMS:

5 Q So this appears to be an e-mail that you  
6 sent to John McClutchy, Todd McClutchy, and Jeremy  
7 Johnson, and Stephen Hall, I think, on Friday  
8 June 22nd, 2018, at 6:11 p.m. And this is about --  
9 what? -- three weeks or so after you bought the  
10 properties, less -- less than a month after you  
11 bought the properties; right?

12 A Yes.

13 Q And you list on this page, in the second  
14 half of the page, two options. You have option one  
15 in boldfaced type and option two in boldfaced type.

16 Do you see those?

17 A Yes.

18 Q And it looks like in option one, you  
19 offer to sell 21 and 23 Isaac Street to JHM Group  
20 for \$3.75 million; is that right?

21 A That's what that says.

22 Q That was one of the options you were  
23 exploring with them?

24 A At that time.

25 Q And alternatively, if you flip to the

1 next page, the second paragraph down, it begins, "I  
2 would sell you parking rights."

3 Do you see that?

4 A Yup. Yes.

5 Q So as another option, you offered to sell  
6 JHM Group parking rights on the Leonard Street  
7 parking lot from Wall Street Opportunity Fund for  
8 \$30,000 per space; is that correct?

9 A That is part of what this says.

10 Q And the Leonard Street lot, just for  
11 clarity, that's referring to 23 Isaac Street; right?

12 A Yes.

13 Q When you purchased the five properties,  
14 you had an understanding that Citibank needed 23  
15 Isaac Street for parking in -- of the Phase 1  
16 development; right?

17 A No.

18 Q You didn't know that?

19 A No.

20 Q Did you -- did you know that the -- the  
21 zoning had transferred some of the parking other to  
22 23 Isaac Street?

23 A No.

24 Q You didn't know that as of May 31st,  
25 2018?

1           A        I don't believe that to be the case.

2           Q        Did you know that Citibank was interested  
3 in using 23 Isaac Street for parking for Phase 1?

4           A        I had a vague understanding that --  
5 probably, but I don't -- I -- I don't know that  
6 Citibank had any interest. They've been pretty  
7 shadowy in hiding.

8                    I know the McClutchyes purported to speak  
9 for them on some occasions, but I don't know  
10 anything was Citibank. Why don't you ask them?

11          Q        Did you know by May 31st, 2018 that JHM  
12 had expressed interest in 23 Isaac Street for  
13 parking for Phase 1?

14          A        So I -- can you rephrase the question?

15          Q        Did you know that JHM had expressed  
16 interest in using 23 Isaac Street for parking for  
17 the Phase 1 --

18          A        When you say "expressed interest," I know  
19 that JHM was in a nondisclosure agreement, sneaking  
20 around, talking with the City.

21                    Do I know that -- I don't -- so I don't  
22 know. I've seen some communications. I believe  
23 that their -- some of their solutions involved the  
24 parking lot, whether it's for parking or building  
25 other buildings or other ideas. I mean, I do know

1 that they had some interest in that parking lot.

2 Q Did you know as -- as of May 31st, 2018,  
3 whether JHM Group had actually offered to purchase  
4 any of the five properties that you -- that Wall  
5 Street purchased?

6 A I do not know that to be the case. I  
7 know they were interested, and I know that they  
8 tried to collude with me to acquire just two out of  
9 the five.

10 Q Did you offer to ILSR Owners or CC  
11 Rivington to pay the same price that JHM was  
12 offering?

13 A I don't recall that specifically at this  
14 time.

15 Q You, in fact, did offer to pay the same  
16 price, but with no closing contingency, didn't you?

17 A So I don't recall that specifically, and  
18 I don't recall it to be JHM. So maybe.

19 Should I read this and refresh my memory?

20 I don't recall specifically.

21 Q I'm asking you for your recollection  
22 independent of that document.

23 A Okay.

24 Q I'm not trying to -- I'm not trying to  
25 prove you wrong by something in the document?

1           A        Okay.  So I know there was other  
2  people -- and I'm -- I'm thinking Citibank.  So are  
3  you saying JHM?

4                    If you're using them interchangeably,  
5  maybe that would help.

6                                (Whereupon, the court reporter  
7                                requests clarification.)

8           A        Citibank and JHM.  So --

9  BY MR. WILLIAMS:

10          Q        I will use them interchangeably, sure.

11          A        Okay.  Should we?  If we are, then I  
12  would say I'm aware that that party was interested  
13  in -- in acquiring these.

14                    And I believe that Citibank had the right  
15  of first refusal, and I recollect that it was  
16  Citibank interested.

17          Q        And you were -- you were willing to close  
18  on the purchase of the properties without the Agency  
19  approval so you could beat Citibank to that  
20  purchase; right?

21                                MR. RUBIN:  Object to form.

22          A        That's not the way I would characterize  
23  it.

24  BY MR. WILLIAMS:

25          Q        You knew that by offering the ten days

1 with no closing contingency, that --

2 A It would be very attractive.

3 Q Right.

4 A Sorry. I'll let you finish your  
5 question.

6 Q -- they were -- and they were more likely  
7 to see your offer as attractive even if it was the  
8 same price?

9 A So I wanted to make my offer as  
10 attractive as possible, and that is why -- and I was  
11 comfortable moving forward on those terms. I -- I  
12 did believe that few others would be comfortable  
13 moving forward on those terms.

14 Q Sure. And why wouldn't they?

15 A Why wouldn't who?

16 Q Why wouldn't they be comfortable -- more  
17 comfortable with those terms? And that's --

18 A I -- I don't understand.

19 Q I'm -- I'm just agreeing that it would  
20 make perfect sense that you would predict that they  
21 would be more comfortable doing that.

22 A Well -- okay.

23 Q Because who doesn't want to sell property  
24 faster as opposed to slower; right?

25 A Especially a guy who's trapped, who can't

1 about it all the time. I'm willing to consider all  
2 options. What I really want, more than anything, is  
3 engagement. I want a seat at the table. I want to  
4 talk about the solutions. So when they're dipping  
5 their toe in, you know, finally after ten phone  
6 calls to them, maybe they return one.

7 And I never ever spoke to John McClutchy  
8 about that. I've spoken to John McClutchy twice.  
9 Both times he hung up.

10 Q Did you ever send any written  
11 communication of any kind to anybody at JHM Group  
12 offering to sell them that property for \$10 million?

13 A I don't recall that specifically at this  
14 time.

15 MR. RUBIN: Object to form.

16 BY MR. WILLIAMS:

17 Q Did you -- who did you say that to  
18 verbally at JHM Group?

19 A I believe that that was said to Todd  
20 McClutchy.

21 Q And John McClutchy also testified that  
22 several weeks after you made the 10-million-dollar  
23 offer, that you then offered to Todd McClutchy to  
24 sell them the Leonard Street lot for \$8 million.

25 MR. RUBIN: Wait. Who testified?

1 John McClutchy testified?

2 MR. WILLIAMS: Yes.

3 A Are you talking about at the public  
4 meeting?

5 BY MR. WILLIAMS:

6 Q Yes.

7 A Is that testimony?

8 Q Yes.

9 A Oh, okay. So --

10 MR. RUBIN: He testified under oath?

11 BY MR. WILLIAMS:

12 Q Would you feel better if I -- if I said  
13 it differently?

14 A Yes.

15 Q He said --

16 A Oh.

17 Q -- at the council meeting --

18 A Okay. He purported.

19 Q -- that you then, weeks later, offered to  
20 Todd McClutchy to sell them the Leonard Street lot  
21 for \$8 million?

22 A I feel like I should say this once, and  
23 we can add this a lot of places. I am willing to  
24 consider a million solutions.

25 Q You have said that.

1           A        Okay.  So when we talked about the 10  
2 million, it was pretty flippant and sort of sassy  
3 when it's totally in thin air with no other  
4 contingencies.  Nothing, no timing, nothing else to  
5 talk about.

6           Q        So you didn't really mean it?

7                   MR. RUBIN:  Let him answer his --  
8                   no, no.  Let him answer his question,  
9                   please.

10          A        So when we talked about the 8 million,  
11 there was more things involved.  If it took ten  
12 years or a hundred years, that would make a  
13 difference, or one year or thirty days if it was  
14 contingent upon them doing a whole bunch of things.

15                  It was never real.  So we're talking --  
16 sure, under those circumstances, this is about where  
17 the number would be, but it was never real.  It was  
18 not an offer.  I never made an offer.  An offer  
19 would be in writing.

20                  So offers that I've made in writing were  
21 a little more thoughtful, but still there's a lot to  
22 consider.

23                  They never, JHM or the City, ever  
24 thoroughly engaged in a thoughtful offer.

25                  Now, the first time around, it was a

1 Q It is the same dollar amount.

2 A Okay.

3 Q Is it the same payment of \$5.1 million?

4 A I don't think so.

5 Q Okay. So was there a payment of

6 \$5.1 million as a purchase price for the properties

7 and then another separate 5.1-million-dollar payment

8 as a participation amount?

9 A I don't recall exactly.

10 Q I'm sure you would know if you paid --

11 A Are you sure? I don't.

12 Q I'm asking you: Did Wall Street pay

13 \$10.2 million in -- in this transaction?

14 A No.

15 Q So did Wall Street make the participation

16 amount payment of \$5.1 million to CC Rivington?

17 A I'm not sure.

18 Q Well, who would know the answer?

19 A I don't know.

20 Q Where can you find the answer?

21 A Here?

22 Q Anywhere.

23 A No. Here, potentially.

24 Q Go ahead.

25 A Okay. What's the question again?

1           Q       Are you aware that John Salib, in his  
2 deposition in this case, testified that you required  
3 the participation agreement to close because you  
4 wanted the mortgage assigned to you?

5           A       I'm not aware that he said that.

6           Q       He also said that you were not going to  
7 close unless you got the structure you wanted in  
8 this participation agreement?

9           A       Okay.

10          Q       Were you aware he said that?

11          A       No.

12          Q       Is he correct about those points?

13          A       Probably.

14          Q       CC Rivington, in fact, agreed in Section  
15 1 to provide Wall Street an original release of the  
16 5.8-million-dollar mortgage and an assignment of  
17 that mortgage.

18                 And that's the heading No. 1 where it  
19 says in Section 1, four lines down, "Lender hereby  
20 agrees to provide the participant with the  
21 following."

22                 No. 1 is, "The immediate delivery of an  
23 original release of mortgage and a collateral  
24 assignment of the mortgage in favor of the  
25 participant."

1 investment?

2 A No.

3 Q You were getting the mortgage --

4 A Not by this agreement.

5 Q Right.

6 A This agreement bought the mortgage and  
7 the release for a very specific reason.

8 Q It bought property?

9 A No. It bought participation in a loan  
10 that was parsed for a very specific reason, very  
11 specific reason.

12 Q A mortgage that was released?

13 A No.

14 Q You don't think the release document does  
15 that?

16 A No. The specific reason is not that. I  
17 thought that's what you were asking me.

18 We bought it for a very specific reason.

19 Q Which was?

20 A That -- so that we could potentially  
21 reenter and be a lender/owner and authorized  
22 transferee of property.

23 We were looking for a way in and a seat  
24 at the table. We wanted to be involved in helping  
25 shape Wall Street and the future. We wanted our

1 BY MR. WILLIAMS:

2 Q Well, purchasers in a real estate  
3 transaction usually want this type of document  
4 recorded on the land records --

5 A Okay.

6 Q -- right away, don't they?

7 A I don't know.

8 MR. RUBIN: Object to form.

9 A I mean, I don't think that that's  
10 relevant.

11 BY MR. WILLIAMS:

12 Q When you're purchasing real property,  
13 don't you typically want a release of mortgage in  
14 connection with the transaction recorded on the land  
15 records?

16 A If there is a mortgage, yes, I would want  
17 clear title.

18 Q And have you purchased any other real  
19 property where a release of mortgage was given and  
20 you did not record it on the land records?

21 A I'm not sure.

22 Q So not recording it on the land records,  
23 was that just an oversight?

24 A No.

25 Q It was an intentional decision?

1           A        Yes.  For a very specific reason I told  
2   you about a few minutes ago.

3           Q        And it was your decision?

4           A        A hundred percent.

5           Q        And it was an intentional decision that  
6   would prevent the public parties from knowing that  
7   there had been a release of the mortgage?

8           A        Absolutely not.

9           Q        It would have that effect, wouldn't it?

10          A        I don't know.  The public parties ignored  
11   me.  They didn't want to talk to me.  They never  
12   asked me specific questions.  They sued me instead.  
13   And then they prevented me from talking to anybody  
14   else.

15                    So I don't know.  It wasn't to prevent.  
16   I thought it would get us a conversation.  All of  
17   this was designed to get conversations.  It got the  
18   opposite because of Mario and you.

19          Q        You don't recall, between May 31st, 2018  
20   and the actual production of this release and  
21   participation agreement, that you were asked many  
22   times by the public parties what had happened with  
23   that mortgage?

24          A        I was never asked that.

25          Q        You were never asked by Mario --

1           A       Never.

2           Q       -- if the mortgage had been released?

3           A       Never. Not that I recall.

4           Q       Now, you told CC Rivington, in your  
5 negotiations with them, that this participation  
6 agreement, the way it's set up, that's how you  
7 wanted to do it; right?

8           A       Yes. Well, generally. I'm not an  
9 attorney. I didn't draft this document. My  
10 understanding of what it does and what I was  
11 intending to do, it does do.

12          Q       And can you look at page 3 of the  
13 participation agreement, please.

14                   Do you see Section 6 in the middle of the  
15 page, "Duties and limitations"?

16          A       Yes.

17          Q       Subsection A is called "Right of  
18 Reentry." And in the mid of that paragraph, it says  
19 that the City and the Agency may have a right of  
20 reentry with respect to a portion of the property?

21          A       Yes. May.

22          Q       Right.

23                   What did you understand that right of  
24 reentry to mean exactly at the time you signed this  
25 agreement?

1           Q       Is it a true and accurate copy of the  
2 release?

3           A       I'm not sure.

4           Q       Do you feel in any way that it's  
5 inaccurate?

6           A       No.

7           Q       Okay. So let's talk about it on the  
8 hopes that it's an accurate copy.

9                    It states, "CC Rivington, LLC, successor  
10 and in interest to MC Credit, LLC, in exchange for  
11 valuable consideration does hereby release and  
12 discharge the following: A, certain open-end  
13 mortgage, deed, and security interest" --  
14 "instrument in the principal amount of \$5,800,000  
15 from the ILSR Owners to MC Credit, LLC, along with  
16 the assignment of lease and rents and the UCC-1  
17 financing statement."

18                   That's pretty much all it says.

19                   And are you telling me that in reading  
20 this document, you don't believe that CC Rivington  
21 released the item as described in paragraph A,  
22 the --

23           A       I'm not an attorney. As a layperson, I  
24 understand that I control this release, and I have  
25 not released it.

1 Q Okay. I'm not asking you to try to give  
2 legal opinions or anything. And I --

3 A Good.

4 Q I know you're not an attorney. So I'm  
5 just asking you as Jason Milligan and principal of  
6 Wall Street and KOMI, what you know to be the case.

7 A Okay. That's not the way I understand  
8 it.

9 Q All right. So what did you mean then  
10 when you said you controlled the release?

11 A Exactly that.

12 Q Well, it was executed by CC Rivington;  
13 right? Was it?

14 A It looks that way.

15 Q Was it witnessed by two people?

16 A This copy.

17 Q And -- and you told me earlier the  
18 original has been given to your attorney, Candace  
19 Fay; right?

20 A Correct.

21 Q Is she still your attorney?

22 A Yes. Sometimes.

23 Q So why is it not a release, to your  
24 understanding?

25 A Because I control it, and I have not

1 recorded it. And I'm not going to record it until I  
2 feel as though I'd like to.

3 Q Okay. So by that, are you telling me  
4 that you believe that the release is not effective  
5 because you have not recorded it on the land  
6 records?

7 A Yes.

8 Q Do you believe -- just in your own  
9 understanding, not -- not a legal question, but do  
10 you believe that a mortgage can be valid if it is  
11 not securing any underlying debt?

12 MR. RUBIN: Object to form.

13 A I haven't thought about it.

14 BY MR. WILLIAMS:

15 Q Well, in your experience, what would be  
16 the purpose of a mortgage in that situation if there  
17 was no underlying debt?

18 MR. RUBIN: Object to form.

19 A That sounds like a hypothetical.

20 I -- I'm -- do you want me to make up  
21 reasons? I mean, I could rack my brain here.

22 BY MR. WILLIAMS:

23 Q Can you think of a reason that there  
24 would be a lien of a mortgage if there was no debt  
25 owed?

1           In that -- in this situation where  
2           there's no debt owed by ILSR Owners under that  
3           mortgage any longer, was there some other valuable  
4           consideration that supports the mortgage?

5           A       Not that I'm aware of, and I'm also  
6           not -- no.

7           Q       Why is it that you're, as you put it,  
8           controlling the release and not recording it on the  
9           land records?

10          A       Why -- why do I choose?

11          Q       Yeah.

12          A       I don't see any benefit to myself in  
13          recording it.

14          Q       Because?

15          A       Because I believe that it gives me  
16          rights, controlling that release.

17          Q       What rights?

18          A       The rights -- the rights to record it or  
19          not.

20          Q       I thought -- I thought you said it gives  
21          you rights by not recording it.

22          A       Yeah.

23          Q       Is that what you meant?

24          A       Yeah.

25          Q       What rights does it give you?

1 MR. RUBIN: I got it.

2 You want to write it?

3 THE WITNESS: Yeah.

4 MR. RUBIN: Okay.

5 THE WITNESS: Loan documents?

6 MR. WILLIAMS: Yes. 5.2 million,  
7 KOMI to Wall Street.

8 THE WITNESS: You have the mortgage;  
9 correct?

10 MR. WILLIAMS: Yes. Those are  
11 recorded on the land records.

12 THE WITNESS: Okay.

13 BY MR. WILLIAMS:

14 Q After -- after the purchase, Wall Street  
15 leased 23 Isaac Street to KOMI.

16 Do you recall that?

17 A I do.

18 Q And then about two months later, KOMI  
19 assigned that lease to Milligan Real Estate; right?

20 A Yes.

21 Q And then in late December 2018, after  
22 this lawsuit was filed, you terminated the lease to  
23 KOMI that you had assigned to Milligan Real Estate.

24 Do you remember doing that?

25 A Yes.

1           Q       Was there ever, in fact, a genuine, bona  
2 fide lease between Wall Street and KOMI?

3                   MR. RUBIN: Object --

4           A       Yes.

5                   MR. RUBIN: Object to the form.

6 BY MR. WILLIAMS:

7           Q       Why did you sign a lease on behalf of  
8 Wall Street to KOMI?

9           A       The intent was to allow for offsite  
10 parking in my other properties. In order to do  
11 that, you need at least a 25-year lease or deeded  
12 rights to parking.

13                   And it was in conjunction with the  
14 meetings I was attending to reshape zoning, reshape  
15 the POCD, the master plan for the area, and -- but  
16 at the time, you acquired parking for places you  
17 could not provide parking.

18                   I own quite a bit of property in and  
19 around Wall Street that did not have requisite  
20 parking. Having all this parking, having the rights  
21 to 25 years of it, at least for the interim, before  
22 they changed the regulations, would have allowed me  
23 to do things on that property like construct  
24 apartments, which is what I want to do. I want to  
25 improve the Wall Street area. And I have been doing

1 that.

2 5 Isaac is an example. It does not have  
3 the requisite on-site parking. However, now it  
4 doesn't need it. The regs have are changed. So it  
5 was sort of grandfathered.

6 So I terminated that lease when you guys  
7 got all bent out of shape and thought it was -- and  
8 you made false allegations about the intent of it.

9 The intent was only to do these other  
10 projects. I thought we would be discussing the  
11 future of Wall Street at some point. That was in  
12 there so I could be doing things in the interim  
13 while you were getting your stuff together and  
14 building up your lawsuits.

15 Q Why did KOMI -- I understand what you  
16 said about the parking, but why did KOMI assign the  
17 lease to Milligan Real Estate?

18 A I thought it would be easier if it was in  
19 the Milligan Real Estate, because Milligan Real  
20 Estate had relationships with the other companies.  
21 The other properties were owned by their companies.

22 KOMI didn't at the time have properties  
23 in or around the area or have a relationship with  
24 the other companies.

25 So I assigned it to Milligan so now I

1 would control the rights. I would already be  
2 managing those companies. It would be an easier  
3 transaction.

4 It was all designed with the intent of  
5 building properties and apartments so that we would  
6 comply with the parking regs for zoning.

7 Q Okay.

8 A It has since been terminated.

9 Q I'm aware.

10 (Whereupon, there was a discussion  
11 off the record.)

12 (Whereupon, Plaintiff's Exhibit No.  
13 66, Operating Agreement for Milligan  
14 Real Estate, LLC, was marked for  
15 identification.)

16 COURT REPORTER: Sixty-six.

17 BY MR. WILLIAMS:

18 Q Mr. Milligan, you provided to us in this  
19 litigation Exhibit 66, which appears to be the  
20 operating agreement for Milligan Real Estate, LLC.

21 Is that a true and accurate copy of that  
22 agreement, as far as you know?

23 A Yes.

24 Q Has it ever been amended?

25 A I don't know. I don't think so.

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C E R T I F I C A T E

I hereby certify that I am a Notary Public,  
in and for the State of Connecticut, duly  
commissioned and qualified to administer oaths.

I further certify that the deponent named in  
the foregoing deposition was by me duly sworn, and  
thereupon testified as appears in the foregoing  
deposition; that said deposition was taken by me  
stenographically in the presence of counsel and  
reduced to typewriting under my direction, and the  
foregoing is a true and accurate transcript of the  
testimony.

I further certify that I am neither of  
counsel nor attorney to either of the parties to  
said suit, nor am I an employee of either party to  
said suit, nor of either counsel in said suit, nor  
am I interested in the outcome of said cause.

Witness my hand and seal as Notary Public  
this 7th day of February, 2020.

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Clifford Edwards  
Notary Public

My commission expires: 9/30/2021