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IN THE COURT OF COMMON PLEAS
OF YORK COUNTY, PENNSYLVANIA

Invictus One LLC, Plaintiff v. Chad Taylor *et al.*, Defendants	:	Case No. 2022-SU-001968

NOTICE TO PLEAD

TO: Invictus One LLC and William Hynes

You are hereby notified to file a written response to the enclosed New Matter, Counterclaims, and Crossclaims within twenty (20) days from service hereof or a judgment will be entered against you.

KEGEL KELIN LITTS & LORD LLP

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IN THE COURT OF COMMON PLEAS
OF YORK COUNTY, PENNSYLVANIA

Invictus One LLC, Plaintiff v. Chad Taylor *et al.*, Defendants	:	Case No. 2022-SU-001968

ANSWER, NEW MATTER, COUNTERCLAIMS, & CROSSCLAIMS
FILED ON BEHALF OF
CHAD TAYLOR, PATRICK DAHLHEIMER, 120 YORK LLC, THINK LOUD CAPITAL, LLC, THINK LOUD HOLDINGS, LLC, THINK LOUD DEVELOPMENT, LLC, and NOTE & CHORD, LLC

NOW come Defendants Chad Taylor, Patrick Dahlheimer, 120 York LLC, Think Loud Capital, LLC, Think Loud Holdings, LLC, Think Loud Development, LLC, and Note & Chord, LLC to file the following Answer, New Matter, Counterclaims, and Crossclaims to the "Complaint for Declaratory Judgment" filed by the Plaintiff in the above-captioned matter. Below, the Defendants specifically listed in this paragraph, with the exception of 120 York LLC, are collectively referred to as the "**Think Loud Ownership Group**".

ANSWER

1. Admitted in part, denied in part. Denied the Plaintiff has defined the term "Invictus Personal Property" accurately or that the term has any meaning.

2. Admitted.

3. Admitted.

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4. Admitted in part, denied in part. After reasonable investigation, the Think Loud Ownership Group and 120 York LLC are without knowledge or information sufficient to form a belief as to whether Gracey still lives in California, or whether he now resides with Hynes at 210 York Street, York, PA (the "**Building**" or the "**Plaintiff's Building**").

5. Admitted.

6. Admitted in part, denied in part. 120 York LLC ("**120 York**") is not "located" at this address.

7. Admitted in part, denied in part. Think Loud Holdings, LLC ("**TLH**") is not "located" at this address.

8. Admitted in part, denied in part. Think Loud Capital, LLC ("**TLC**") is not "located" at this address.

9. Admitted in part, denied in part. Think Loud Development, LLC ("**TLD**") is not "located" at this address.

10. Admitted in part, denied in part. Note & Chord, LLC ("**N&C**") is not "located" at this address.

11. This is a legal conclusion to which no response is required.

12. This is a legal conclusion to which no response is required.

13. This is a legal conclusion to which no response is required.

14. No response required.

15. This is a legal conclusion to which no response is required. Denied the Plaintiff has defined the term "Invictus Personal Property" accurately or that the term has any meaning. To the contrary, as the Plaintiff correctly notes in Exhibit A ***to its own Complaint***, the vast majority of the so-called "Invictus Personal Property" that Plaintiff itemizes under the headings that read

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"Owner: Think Loud Holdings, LLC" or "Think Loud Holdings, LLC" does, in fact, belong to TLH and the Think Loud Ownership Group.

16. This is a legal conclusion to which no response is required. To the extent this allegation is factual, it is denied for the reasons set forth below in New Matter. As detailed in that New Matter, Kinsley did not convey any personal property to the Plaintiff – let alone the Think Loud Ownership Group's personal property. The New Matter below is incorporated into this paragraph by reference. Pa.R.C.P. 1019(g).

17.

a. The documentation attached at Exhibit B to the Complaint speaks for itself, and thus any characterization of the contents of that documentation is denied. To the extent this allegation is factual, it is denied for the reasons set forth below in New Matter. As detailed in that New Matter, the narrative that the Plaintiff has conjured up about Kinsley somehow conveying personal property that 120 York never owned to the Plaintiff pursuant to a "Deed" is legally incoherent. The New Matter below is incorporated into this paragraph by reference. Pa.R.C.P. 1019(g).

b. This is a legal conclusion to which no response is required. By way of further answer, as detailed in New Matter below, the mortgage that 120 York granted to Kinsley on the Building has no relevance to anything. That New Matter is incorporated into this paragraph by reference. Pa.R.C.P. 1019(g).

c. This is a legal conclusion to which no response is required.

d. Admitted construction commenced. After reasonable investigation, the Think Loud Ownership Group and 120 York are without knowledge or information sufficient to

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form a belief as to what the allegation "pay applications were submitted to 120 York LLC for payment" means.

e. Denied. And, even if Kinsley had "purchased" any "furniture, fixtures, and equipment", or could have taken a "security interest" from 120 York in property that 120 York never owned, Kinsley did not convey any "furniture, fixtures, [or] equipment" under the Deed for the Building that it tendered to the Plaintiff (the "**Kinsley Deed**")[1]. The words "furniture," "fixture", and "equipment" appear nowhere in the text of the Kinsley Deed.

f. Admitted.

g. Admitted.

h. This sentence is not grammatically intelligible. Therefore, no response is required.

i. Admitted.

j. Admitted in part, denied in part. No different than the mortgage that 120 York granted to Kinsley on the Building, the Writ is utterly irrelevant. The Kinsley Writ attached to the Building and the real estate on which the Building sits. However, the Writ did not attach to any personal property -- whether owned by 120 York or otherwise.

True and correct copies of the Writ documentation, which are conspicuously absent from the Plaintiff's Complaint, are attached at **Exhibit 1**. As established by that documentation: (**a**) the affidavits that Kinsley filed to support issuance and re-issuance of the Writ were each filed "Pursuant to Rule 3129.1", which governs the "Sale of Real estate" only; (**b**) there is no directive in the original or re-issued Writ to the Sheriff to execute on any personal property of 120 York, cf. Pa.R.C.P. 3107 ("Real or personal property of the defendant may be levied upon or attached in

[1] Complaint at Exh. I.

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any order or simultaneously, as the plaintiff may direct."); (**c**) the Sheriff never returned a levy under the Writ listing any personal property of 120 York; and (**d**) the Sheriff never took possession of any personal property of 120 York under the Writ.

Again, however, even if the Court is inclined to pretend that Kinsley's Writ attached to every article of personal property in the Building – whether owned by 120 York or not – the only thing Kinsley conveyed to the Plaintiff under the Kinsley Deed is real estate.

k. After reasonable investigation, the Think Loud Ownership Group and 120 York are without knowledge or information sufficient to form a belief as to what the phrase "the Sheriff secured the real and personal property at 210 York Street" means. Denied the Sheriff scheduled any "personal property" for Sheriff's sale. By way of further answer, please refer to the immediately preceding answer, which is incorporated into this answer by reference.

l. Admitted a bankruptcy was filed.

m. Denied. As detailed in New Matter below, the Plaintiff's "abandonment" story is false and misleading. That New Matter is incorporated into this response by reference. Pa.R.C.P. 1019(g).

n. Admitted the bankruptcy was dismissed.

o. The Think Loud Ownership Group and 120 York are without knowledge or information sufficient to form a belief as to the "presumption" asserted.

18.

a. Admitted the Petition was filed, and that Hynes signed it. Hynes was ***not*** the manager of 120 York. To the contrary, as the Amended and Restated Operating Agreement for 120 York that Hynes signed effective January 1, 2021 clearly provides, the "Sole Member" of 120 York – TLC – had "full authority" to manage 120 York's affairs. **Exhibit 2**.

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b. Denied. As detailed in New Matter below, the Plaintiff's "abandonment" story is false and misleading. That New Matter is incorporated into this response by reference. Pa.R.C.P. 1019(g).

c. Denied the summary depicted in this allegation is reproduced at Exhibit D to the Complaint or at any other Exhibit.

d. The answer to #41 in Exhibit D does not reference any value, let alone $230,000. Rather, answer #41 to Exhibit D is blank. In any event, none of the items identified in the list reproduced by the Plaintiff constitutes "Office Equipment and Furniture." Moreover, as detailed in the Exhibits to this pleading, ***TLH*** – not 120 York – purchased everything on the list anyway. See infra.

e. Regardless of what Hynes listed in the bankruptcy schedule and led people to believe in that schedule, it has been discovered that, on October 23, 2013, contemporaneous with the acquisition of the Howson painting and years before Hynes filed the falsified bankruptcy schedule, he sent an email to Mr. Taylor confirming that the Howson "painting and the SSL board" are "TLD assets" that "Kinsley didn't pay for". To drive his point home, Hynes even attached a spreadsheet to his email listing the Howson painting and the SSL board as "TLD assets". **Exhibit 3**.

On June 29, 2022, the Think Loud Ownership Group provided copies of Hynes' email and spreadsheet to the Plaintiff's counsel. Thus, before filing the Complaint, the Plaintiff was fully-aware that 120 York never owned either the Howson painting or the SSL board and was fully-aware that Hynes' claim in the bankruptcy filing to the contrary was false.

f. The schedule is a document that speaks for itself. Therefore, any characterization of the contents of the schedule is denied.

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g. Denied that "120 York filed [the] document." Hynes did. Contrary to the false information Hynes provided in the schedules, 120 York is a wholly-owned subsidiary of TLC. That fact is conclusively proven by: (**1**) the Amended and Restated Operating Agreement for 120 York that Hynes signed effective January 1, 2021 (Exh. 2); and (**2**) federal tax returns prepared, certified, and filed by RKL LLC reporting 120 York as a wholly-owned subsidiary of TLC (**Exhibit 4**). A convicted felon's false statements in a bankruptcy schedule do not and cannot change the reality that 120 York is a wholly-owned subsidiary of TLC. By way of further answer, months ago, the Think Loud Ownership Group provided Plaintiff's counsel with copies of both the Amended and Restated Operating Agreement for 120 York and the federal tax returns for TLC. Nonetheless, the Plaintiff chose to pursue this case based on Hynes' misrepresentations.

h. Please see the directly preceding response which is incorporated into this response by reference.

i.

(i.) Denied. 120 York is a wholly-owned subsidiary of TLC. Exh. 2, accord Exh. 4. None of the individuals listed in this sub-paragraph own any interest in 120 York. The Plaintiff is fully-aware of that fact.

(ii.) Denied. Hynes was not the manager of 120 York, and the Plaintiff knows that. Again, Plaintiff's counsel has a copy of the Amended and Restated Operating Agreement for 120 York that Hynes signed effective January 1, 2021 vesting TLC with "full authority" to manage 120 York.

(iii.) Denied 120 York made any such claims. Hynes did, despite knowing the claims were false. See Exh. 3 ("I also included some things like the painting and the SSL board that Kinsley didnt pay for, but are [TLD] assets."). Again, the Plaintiff knew before

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filing its Complaint that Hynes was being dishonest about the ownership of the Howson painting and the SSL Mixing Board.

iv. Admitted.

19. The Deed in Lieu of Foreclosure is a document that speaks for itself. Therefore, any characterization of its contents is denied.

20. Denied. As documented in the following Exhibits and as will be corroborated by testimony if a trial, evidentiary hearing, or replevin hearing is held, 120 York never owned any of the items listed or referenced in Hynes' fraudulent conveyance document:

- The list titled "Studio A" attached to Hynes' fraudulent conveyance document only identifies items that were billed to, shipped to, and paid for by TLH – not 120 York. **Exhibit 5** (GC Pro Invoices addressed to TLH).
- As Hynes himself has conceded, the "Solid State Logic Duality Board" is a "TLD asset" – not a 120 York asset. Exh. 3.
- As detailed in **Exhibit 6**, ***TLD*** – not 120 York – paid for the Precor fitness equipment listed in the invoices attached to Hynes' fraudulent conveyance document (the "**Precor Equipment**"). Exhibit 6 is an excerpt pulled directly from TLD's general ledger.

Obviously, 120 York could not convey property it did not own. By way of further answer, all of the documentation referenced in this paragraph was provided to the Plaintiff's counsel before the Plaintiff even filed its Complaint.

For ease of reference and in the interest of the truth, the personal property listed in the invoices included at Exhibit 5, the Howson Painting, and the Precor Equipment are collectively referred to below as the "**Think Loud Property**".

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21. After reasonable investigation, the Think Loud Ownership Group and 120 York are without knowledge or information sufficient to form a belief as to what Hynes or Gracey may have "represented" to Plaintiff. Not that it matters. Hynes was not the manager of 120 York. Gracey had no role with 120 York, whether as partial owner or otherwise. Most importantly though, ***the Plaintiff did not pay anyone a penny for any of the Think Loud Property.***[2] Among other things, the fact that the Plaintiff paid ***nothing*** for the Think Loud Property defeats any implication that the Plaintiff has some sort of "reliance" argument based on Hynes or Gracey's misrepresentations.

By way of further answer, while the Plaintiff claims it negotiated the release of Mr. Taylor and Mr. Dahlheimer from the Kinsley judgment, that, too, is false and misleading. Plaintiff was not authorized by Messrs. Taylor or Dahlheimer to conduct any such negotiations, never contacted Messrs. Taylor or Dahlheimer about the existence, status, or outcome of any such negotiations, and never shared with Messrs. Taylor or Dahlheimer any documentation associated with any such negotiations. Once the Plaintiff paid Kinsley for the Building, Kinsley unilaterally made the decision to mark the judgment satisfied as to all of the defendants subject to the judgment.

22. The Kinsley Deed is a *Deed* that conveys title to real estate, not a bill of sale or similar document that conveys title to "personal property." As even laymen, let alone lawyers, know and understand, a deed conveys title to real estate – not title to personal property. In any case, while the Plaintiff may very well have paid Kinsley "$6 million" for the Building, it did not pay a penny for any of the Think Loud Property.[3]

23. After reasonable investigation, the Think Loud Ownership Group and 120 York are without knowledge or information sufficient to form a belief as to the truth of these allegations.

24. Admitted.

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[2] Complaint at Exh. H
[3] Id.

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25. Admitted.

26. After reasonable investigation, the Think Loud Ownership Group and 120 York are without knowledge or information sufficient to form a belief as to the truth of these allegations or how the allegations would be relevant in any event. In any case, Kinsley did not receive a penny from the Plaintiff for any of the Think Loud Property. Reason being, Kinsley did not convey and personal property to the Plaintiff under the Kinsley Deed.[4]

COUNT I
Complaint in Declaratory Judgment

27. No response required.

28. Denied the Plaintiff has defined the term "Invictus Personal Property" accurately or that the term means anything. By way of further answer:

a. 120 York is the only entity that signed the Note to Kinsley.[5] Thus, Kinsley never purchased anything "on behalf of TLC, TLD and/or TLH." More fundamentally, it does not matter. The Kinsley Deed did not convey title to any personal property, let alone the Think Loud Property – which Kinsley never even owned.[6]

b. Kinsley did not "possess" any personal property under the Deed in Lieu of Foreclosure, let alone any of the Think Loud Property. Rather, just as with any deed, all that Kinsley acquired under the Deed in Lieu of Foreclosure is title to the real estate that is described in the Deed.

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[4] Complaint at Exh. I
[5] Id. at Exh. A, at Exhibit B ("120 York, LLC Promissory Note")
[6] Id. at Exh. I

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c. This is a legal conclusion to which no response is required. To be precise though, the Kinsley Deed does not reference or convey any "fixtures".[7] The word "fixtures" appears nowhere in the Kinsley Deed.

d. The so-called "120 York Conveyance" is no more real than a unicorn in a North Korean cave. Hynes was not the manager of 120 York, Gracey had no role with 120 York (whether as partial owner or otherwise), and the documentation reproduced at Exhibits 3, 5, and 6 to this pleading establish that the items listed or referred to in the so-called 120 York "conveyance document" – a 2 paragraph note Hynes typed to his friends at Invictus – are all Think Loud Property.[8] To reiterate, the Plaintiff did not "successfully negotiate a release" of Mr. Taylor or Mr. Dahlheimer, either.

e. Denied. As detailed in New Matter below, the Plaintiff's "abandonment" story is false and misleading. That New Matter is incorporated into this response by reference. Pa.R.C.P. 1019(g). By way of further answer, denied the Plaintiff has defined the term "Invictus Personal Property" accurately or that the term means anything.

f. Denied. No one in the Think Loud Ownership Group conveyed anything to the Plaintiff. 120 York did not convey anything to the Plaintiff, either. Further denied the Plaintiff has defined the term "Invictus Personal Property" accurately or that the term means anything.

NEW MATTER TO THE PLAINTIFF'S COMPLAINT

1. On June 29, 2022, long before the Plaintiff filed the Complaint, the Think Loud Ownership Group provided the Plaintiff with a DropBox containing hundreds of pages of

[7] Complaint at Exh. I
[8] Id. at Exh. H

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documentation establishing that the Think Loud Property is, in fact, the Think Loud Ownership Group's.

2. In the DropBox, among other documentation, the Think Loud Ownership Group provided the Plaintiff with invoices addressed to TLH at "30 North Queen Street, Suite 300, Lancaster, PA 17603" for virtually every item of equipment and gear listed in Exhibit A to the Complaint that the Plaintiff falsely connotes as so-called "Invictus Personal Property". Exh. 5.

3. Despite having actual knowledge that the Think Loud Ownership Group owns the Think Loud Property, the Plaintiff has conjured up a number of bogus, disingenuous, and inconsistent theories to justify its false claim to the property.

4. The Plaintiff's first theory, that 120 York granted a security interest under the Deed In Lieu of Foreclosure to Kinsley to the Think Loud Property and Kinsley then, in turn, conveyed the Think Loud Property to the Plaintiff under the Kinsley Deed fails for the following reasons:

- As documented in Exhibits 3, 5, and 6 to this pleading, the Think Loud Ownership Group – not 120 York – owns the Think Loud Property.
- Hence, 120 York could not possibly have granted a security interest in the Think Loud Property to Kinsley. A party has to own something in order to have legal standing to grant a security interest in it.
- In turn, the Kinsley Deed, like any deed, does not convey any personal property to the Plaintiff – let alone any of the Think Loud Property. Thus, even if 120 York had owned the Think Loud Property, Kinsley did not convey any of it to the Plaintiff.

5. The Plaintiff's second theory, that Hynes conveyed the Think Loud Property to the Plaintiff on 120 York's behalf, fails for the following reasons:

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- As documented in Exhibits 3, 5, and 6, the Think Loud Ownership Group – not 120 York – owns the Think Loud Property. 120 York cannot convey what it does not own.
- Hynes was not the manager of 120 York. TLC was. Exh. 2. Thus, Hynes had no authority to convey anything on 120 York's behalf, let alone the Think Loud Property – which 120 York did not own.
- Even if 120 York had owned the Think Loud Property and even if Hynes had been the manager of 120 York, and neither is so, a manager of an LLC has no authority to execute a transaction outside of the ordinary course of business – such as disposing of substantially all of the assets of the LLC – without "the affirmative vote or consent of all members" of the LLC. 15 Pa.C.S.A. § 8847(c)(3)(i).
- TLC never affirmatively voted or consented to giving away the Think Loud Property to the Plaintiff, and the Plaintiff does not allege otherwise.
- The Plaintiff paid nothing for the Think Loud Property and knowingly chose to do "business" with Hynes despite knowing exactly who it was getting in bed with. Hence, Plaintiff's implication that it was justified in "relying" on Hynes' misrepresentations is just another layer of obfuscation.

6. The Plaintiff's third story, that the Think Loud Ownership Group "abandoned" the Think Loud Property, is flat-out false.

7. On or about September 15, 2021, Hynes locked the Think Loud Ownership Group out of the Building.

8. No later than December 29, 2021, less than a month after Kinsley conveyed the Building to the Plaintiff, the Think Loud Ownership Group issued a written demand to the Plaintiff for return of the Think Loud Property.

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9. From December of 2021 forward, the Think Loud Ownership Group has been in ongoing negotiations with the Plaintiff for the return of the Think Loud Property.

10. In fact, on September 20, 2022, the Think Loud Ownership Group retrieved a substantial pool of assets from the Building – but was forbidden by the Plaintiff from recovering any of the Think Loud Property.

11. Accordingly, the Plaintiff's assertion that the Think Loud Ownership Group "abandoned" the Think Loud Property is flat-out untrue, and the Plaintiff is fully-aware that its assertion in that regard is flat-out untrue.

12. Cutting through the clutter of the Plaintiff's debunked theories and false assertions, the simple truth of the matter is that the Plaintiff has colluded with Hynes from day one to further Hynes' personal vendetta against various members of the Think Loud Ownership Group.

13. At this point, page upon page of ink has been spilt exposing Hynes, his dubious past, his extensive history of felony convictions, his predatory treatment of women, and his business dealings. The die is forever cast in each and every one of those respects. And, no amount of diversion, deflection, or projecting on to others will ever change that. What follows is but another chapter in Hynes' sordid story.

14. Prior to, during, and after, the period of time when 120 York went into bankruptcy, the Think Loud Ownership Group, prompted by a wide range of concerns, began to investigate Hynes and his transactions and financial dealings with various entities.

15. The findings from that investigation resulted in the complete and irreparable severance of any and all ties between Hynes and the Think Loud Ownership Group.

16. Hynes has a pattern. He gloms on to a wealthy or famous individual, and then uses that connection to impress and lure additional victims into his web. See **Exhibit 7**.

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17. That is precisely how he first became affiliated with members of LIVE. Id.

18. For years, Hynes used his connection with members of LIVE and others to manipulate third-parties into believing he is a successful, connected, and wealthy "business man".

19. Thus, when the Think Loud Ownership Group excommunicated Hynes, it was a blow to Hynes' façade.

20. As has been documented extensively in the press, when spurned by someone, Hynes has a pattern of retaliating viciously – even violently.

21. Enraged by the Think Loud Ownership Group's decision to excommunicate him and recognizing that the Think Loud Ownership Group had uncovered most, if not all, of the details about Hynes' past – from the gas station incident to his misappropriation of the millions in RACP funds he used to acquire the building at 240 Arch street – Hynes set in motion a scheme to harass and defraud the Think Loud Ownership Group.

22. The Plaintiff has been fully complicit in Hynes' scheme.

23. For example, despite being warned to stay away from Chad Taylor and his Family, Hynes – from the sanctuary of the Plaintiff's Building – has repeatedly emailed and texted Mr. Taylor's wife and associates with inflammatory, highly inappropriate, and lewd comments and false accusations.

24. On numerous occasions in writing, the Think Loud Ownership Group has made the Plaintiff aware of Hynes' harassment.

25. Nonetheless, the Plaintiff continues to – and has no reservations whatsoever about continuing to – harbor Hynes in the Building.

26. The Plaintiff is owned in part by Richard McIntosh and in part by Nicholas Richardson, the latter of whom signed the verification for the Plaintiff's Complaint.

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27. Hynes convinced McIntosh and Richardson to acquire the Building out of bankruptcy using a new entity (i.e., the Plaintiff – "Invictus One, LLC") that none of the Think Loud Ownership Group owned any interest in.

28. Subsequently, having already locked the Think Loud Ownership Group out of the Building, Hynes hatched a scheme with the Plaintiff to impede Mr. Taylor and Mr. Dahlheimer's ability to make their livings as professional musicians by depriving the Think Loud Ownership Group of valuable studio gear, instruments, and other Think Loud Property

29. Upon information and belief, Hynes met McIntosh at an Exotics Racing event held in Las Vegas during the Fall of 2017.

30. McIntosh and Hynes became fast friends.

31. As McIntosh gushed over social media a few years ago, Hynes is one of the "funniest, nicest, hard charging, take no prisoners. . .larger than life characters."

32. Nicholas Richardson runs some type of real estate investment scheme known as "InvestNick", which appears to be headquartered or organized in Arkansas.

33. Upon information and belief, Richardson receives or has received investment advice from George Taylor – no relation to Chad Taylor.

34. Rather, George Taylor is a Hynes crony and confidant who frequents – and may now even reside with Hynes – at the Plaintiff's Building.

35. In 2020, George Taylor was banned by the United States Securities and Exchange Commission from providing investment advice.

36. According to the SEC Order sanctioning George Taylor, he:

> [D]efrauded [his] advisory clients and prospective clients by steering the clients into unsuitable investments and by hiding commissions and other financial incentives [he was] pocketing, on top of the advisory fees that the clients were paying for supposedly unbiased financial advice. [He] repeatedly downplayed or

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> concealed risks, and overstated potential gains, associated with a series of illiquid private placements that [he] advised [his] clients and prospective clients to invest in.

A true and correct copy of the SEC Order banning George Taylor from providing advice or services related to securities is attached at **Exhibit 8**.

37. Upon information and belief, George Taylor (perhaps with McIntosh's help) introduced Hynes and the opportunity to acquire the Building out of bankruptcy to Richardson.

38. Leading up to the Plaintiff's acquisition of the Building, Hynes' and George Taylor's pasts were easily discovered via any readily-available Internet search engine.

39. However, upon information and belief, McIntosh and Richardson already knew about and were completely comfortable with Hynes' and George Taylor's pasts.

40. Had the Plaintiff had any inclination to do so, it could have easily confirmed or discredited Hynes' claim that he was a manager of 120 York by merely asking for the LLC's operating agreement – a fundamental due diligence step that any investor with even the most limited experience would have taken.

41. Similarly, the Plaintiff, had it any interest in doing so, could have asked Hynes to produce a resolution, consent, meeting minutes, or some shred of evidence indicating 120 York was duly authorized to convey assets. Again, that would be a fundamental due diligence step that any investor with even the most limited experience would have taken.

42. Had the Plaintiff wanted to, it could have also easily verified Hynes has a lengthy history of declaring bankruptcy and defrauding business partners. See e.g. **Exhibit 9**.

43. Prior to acquiring the Building, McIntosh and Richardson knew the truth about Hynes, but they proceeded anyway.

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44. Although the Plaintiff has portrayed this lawsuit in the newspaper as a benevolent attempt to sort out property ownership questions, the relief the Plaintiff seeks in the Complaint has nothing to do with that.[9]

45. Rather, the prayer for relief in the Complaint reads in relevant part: "Plaintiff Invictus One LLC seeks a judgment in its favor and against Defendants confirming that the [Think Loud Property] as outlined in Exhibit A is owned, free and clear, by Invictus One LLC".

46. While the Plaintiff's Complaint includes no shortage of disorienting theories and distorted assertions, the Complaint conveniently fails to make mention of the fact that the Plaintiff did not pay a dime to anyone for any of the Think Loud Property.

47. Recognizing the scarlet letter one becomes branded with when associating with Hynes, the Plaintiff has taken great pains to try and disguise its collusion with Hynes by, among other things, naming him as an adverse "defendant" in this case.

48. The notion that Plaintiff is in an "adversarial position" to Hynes is ludicrous.

49. In Hynes' Answer to the Plaintiff's Complaint, he admits virtually every single one of the Plaintiff's material allegations.

50. Lest there be any doubt the Plaintiff and Hynes are in collusion, as the Plaintiff itself points out in the Complaint, Hynes ***still lives at the Plaintiff's Building***.

51. Clearly, the Plaintiff is not a naïve bystander that was duped into purchasing something, but now benevolently wishes to sort things out.

52. To the contrary, the Plaintiff is an accomplice to Hynes' predatory behavior and has filed this suit in hopes of manipulating this Court into allowing the Plaintiff to keep personal property it did not pay for.

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[9] https://www.ydr.com/story/news/local/2022/08/24/live-band-members-and-bill-hynes-get-lawsuit-for-think-loud-studio-property/65404659007/

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53. The Plaintiff's collusion with Hynes continues to this day.

54. Over the past few months, the Think Loud Ownership Group, holding out a glimmer of hope that the Plaintiff would finally disassociate with Hynes, negotiated a global settlement with the Plaintiff.

55. At the ***precise moment*** that settlement was being finalized by counsel, Hynes just so happened to file Crossclaims against Mr. Taylor conjuring up yet another nonsense story about how Hynes was the "member or officer" or, alternatively, the "officer and/or manager" of 120 York.[10]

56. The instant Hynes filed his meritless Crossclaims, the Plaintiff broke off all settlement talks – thereby reneging on months of discussions and progress. In doing so, the Plaintiff admitted it was reneging as a result of Hynes' Crossclaims.

57. Worse yet, by the time Hynes filed his meritless Crossclaims on November 10, the Plaintiff had all of the documentation needed to establish Hynes had no authority to convey the Think Loud Property to anyone, knew Hynes planned on filing Crossclaims, and had even been notified by Hynes' counsel in a letter dated October 21 what Hynes intended to argue in support of those frivolous Crossclaims. The settlement negotiations were nothing but another tactic by the Plaintiff to drive up the Think Loud Ownership Group's legal expenses and opportunity costs.

58. For the reasons set forth above, the Plaintiff's core factual allegations and legal theories are not even worth the paper the Complaint is written on. Rather, the Plaintiff's filed suit based on Hynes' directives and the potential windfall the Plaintiff can secure for itself by following those directives.

59. Plaintiff's claim is barred due to failure of consideration.

---

[10] Mr. Taylor has filed a Motion seeking judgment in his favor on the pleadings on Hynes' meritless crossclaims. Mr. Taylor will present that Motion in due course.

York County Prothonotary Civil E-Filed - 9 Dec 2022 04:03:35 PM

60. Plaintiff's claims are barred under the doctrine of fraud.

61. Plaintiff's claims are barred by the doctrine of laches.

62. Plaintiff's claims are barred by the statute of limitations.

63. Plaintiff's claims are barred under the doctrine of estoppel.

COUNTERCLAIM I

Declaratory Judgment vs. Plaintiff

64. The paragraphs above are incorporated into this Counterclaim by reference. Pa.R.C.P. 1019(g).

65. The Think Loud Ownership Group has documented that it owns the Think Loud Property. Exhs. 3, 5, and 6.

66. Under the Kinsley Deed, Kinsley did not convey any personal property – let alone any of the Think Loud Property – to the Plaintiff.[11]

67. Even if 120 York had owned the Think Loud Property, and it did not, Hynes was not the "manager" of 120 York (Exh. 2), was not a member of 120 York (Exhs. 2 and 4), and thus had no authority whatsoever to convey anything to the Plaintiff on behalf of 120 York (e.g., 15 Pa.C.S.A. § 8847(c)(3)(i)) – let alone the Think Loud Property, which 120 York did not own.

68. Nevertheless, the Plaintiff – recognizing the potential windfall it can secure for itself by following Hynes' instructions – continues to lay false claim to the Think Loud Property. WHEREFORE, the Think Loud Ownership Group respectfully requests that judgment be entered declaring that (**a**) the Plaintiff does not own any of the Think Loud Property; and (**b**) the Think Loud Property is owned by the Think Loud Ownership Group.

[11] Complaint at Exh. I

York County Prothonotary Civil E-Filed - 9 Dec 2022 04:03:35 PM

COUNTERCLAIM II

Replevin Pursuant to Pa.R.C.P. 1071 *et seq.* vs. Plaintiff

69. The paragraphs above are incorporated into this Counterclaim by reference. Pa.R.C.P. 1019(g).

70. According to the invoices included in the pleadings, the total purchase price of the Think Loud Property is $773,237.

71. The Think Loud Ownership Group owns the Think Loud Property.

72. The Think Loud Property is located in the Building.

73. The Plaintiff refuses to turn over the Think Loud Property to the Think Loud Ownership Group.

74. The Plaintiff refuses to allow the Think Loud Ownership Group to retrieve the Think Loud Property from the Building.

75. Under the Pennsylvania Rules of Civil Procedure, the only defense to a replevin action is to assert a "secured lien on the property." See Pa.R.C.P. 1082(a).

76. The Plaintiff has no "secured lien" on any of the Think Loud Property and does not claim that it does.

WHEREFORE, the Think Loud Ownership Group respectfully requests that this Court enter an order directing the Plaintiff to deliver the Think Loud Property to the Think Loud Ownership Group, pursuant to forthcoming arrangements to be worked out and supervised by the Court.

COUNTERCLAIM III

Conversion v. Plaintiff

77. The paragraphs above are incorporated into this Counterclaim by reference. Pa.R.C.P. 1019(g).

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78. As detailed above, the Plaintiff's convoluted story about Kinsley conveying the Think Loud Property to the Plaintiff pursuant to the Kinsley Deed is expressly contradicted by (**a**) the fact that 120 York never owned the Think Loud Property, (**b**) the fact that 120 York could not have and did not convey any of the Think Loud Property to Kinsley under the Deed In Lieu of Foreclosure, and (**c**) the language of the Kinsley Deed – which conveys no personal property whatsoever, let alone the Think Loud Property.[12]

79. In allegedly "acquiring" the personal property of "120 York," the Plaintiff (**a**) volitionally chose to do absolutely nothing to confirm whether 120 York actually owned the personal property or was authorized to convey that personal property, or (**b**) was fully-aware 120 York did not own the personal property and was not authorized to convey any such personal property.

80. As detailed above, the Plaintiff's "abandonment" theory is, as a matter of fact, completely false and misleading.

81. Since at least December 29, 2021, the Plaintiff has been on express written notice that the Think Loud Ownership Group is demanding that the Plaintiff turn over the Think Loud Property.

82. Since at least June 29, 2022, the Plaintiff has been in possession of the documentation necessary to verify that the Think Loud Ownership Group owns the Think Loud Property.

83. For months, the Plaintiff has had a copy of the Amended and Restated Operating Agreement for 120 York that Hynes signed effective January 1, 2021 naming TLC as the "Sole Member" of 120 York with "full authority" to manage 120 York's affairs.

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[12] Complaint at Exh. I

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84. The Plaintiff did not pay a penny for any of the Think Loud Property.

85. The Think Loud Ownership Group never consented to the Plaintiff's exercise of control or dominion over the Think Loud Property.

86. The Plaintiff has no lawful justification for exercising control or dominion over the Think Loud Property.

87. Despite being fully and completely aware that it has no rightful claim of any nature whatsoever to the Think Loud Property, the Plaintiff continues to knowingly, intentionally, and unlawfully exercise control and dominion over the Think Loud Property without consent or lawful justification.

WHEREFORE, the Think Loud Ownership Group respectfully requests that (**a**) a permanent injunction be entered requiring the Plaintiff to relinquish dominion and control over all of the Think Loud Property to the Think Loud Ownership Group pursuant to forthcoming arrangements to be worked out and supervised by the Court; and (**b**) judgment be entered in excess of $50,000 in favor of the Think Loud Ownership Group to compensate for loss of income resulting from the Think Loud Ownership Group's inability to access the Think Loud Property, damage caused to the Think Loud Property, any diminution of value to the Think Loud Property, and for punitive damages.

COUNTERCLAIM IV

Civil Conspiracy v. Plaintiff

88. The paragraphs above are incorporated into this Counterclaim by reference. Pa.R.C.P. 1019(g).

89. As detailed above, the Plaintiff has conspired with Hynes for the common purpose of attempting to steal the Think Loud Property.

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90. As detailed above, by conspiring with Hynes to lay false claim to the Think Loud Property and by refusing to relinquish control of the Property, the Plaintiff has impeded Mr. Taylor and Mr. Dahlheimer's ability to make their livings as professional musicians.

91. That is by design. By impeding Messrs. Taylor and Dahlheimer's ability to make a living and then filing a sequence of baseless litigations against them, the Plaintiff, Hynes, and their cronies are coordinating to inflict substantial financial harm on, and to try and defame, Messrs. Taylor and Dahlheimer.[13]

92. By impeding Messrs. Taylor and Dahlheimer from making a living and conspiring to bury them in frivolous, bad-faith litigation, the Plaintiff's goal, per Hynes' directives, is to wear down Messrs. Taylor and Dahlheimer so that they do not have the financial means to fight over the Think Loud Property or to defend their reputations.

93. As detailed above, it is evident the Plaintiff is intentionally and knowingly participating in that scheme and that the Plaintiff has a vested interest in participating in the scheme.

WHEREFORE, the Think Loud Ownership Group respectfully requests that judgment be entered in excess of $50,000 in favor of various members of the Think Loud Ownership Group to compensate for loss of income resulting from the Think Loud Ownership Group's inability to access the Think Loud Property, damage caused to the Think Loud Property, any diminution of value to the Think Loud Property, and for punitive damages.

[13] See e.g., Hynes' "Answer to Complaint" (with Crossclaims); Hynes v. Taylor *et al.*, No. 2022-SU-001958; Gracey v. Taylor *et al.*, 2022-SU-002866

York County Prothonotary Civil E-Filed - 9 Dec 2022 04:03:35 PM

CROSSCLAIM I

Declaratory Judgment vs. Hynes

94. The paragraphs above are incorporated into this Counterclaim by reference. Pa.R.C.P. 1019(g).

95. The Think Loud Ownership Group has documented that it owns the Think Loud Property. Exhs. 3, 5, and 6.

96. Even if 120 York had owned the Think Loud Property, and it did not, Hynes was not the "manager" of 120 York (Exh. 2), was not a member of 120 York (Exhs. 2 and 4), and thus had no authority whatsoever to convey anything to the Plaintiff on behalf of 120 York (e.g., 15 Pa.C.S.A. § 8847(c)(3)(i)) – let alone the Think Loud Property, which 120 York did not own.

97. Nevertheless, Hynes continues to falsely insist, just as recently as in the frivolous Crossclaims he filed against Mr. Taylor on November 10, 2022, that he did have such authority.

WHEREFORE, the Think Loud Ownership Group respectfully requests a judgment declaring Hynes had no authority to convey the Think Loud Property to the Plaintiff and/or that any such purported conveyance is *ultra vires*.

CROSSCLAIM II

Aiding and Abetting Liability vs. Hynes

98. The paragraphs above are incorporated into this Counterclaim by reference. Pa.R.C.P. 1019(g).

99. While the Plaintiff is the party that is actually unlawfully exercising dominion and control over the Think Loud Ownership Group, every puppet has a master – and the Plaintiff's master in this situation is Hynes.

York County Prothonotary Civil E-Filed - 9 Dec 2022 04:03:35 PM

100. As detailed above, Hynes has taken numerous steps to actively encourage and participate in the Plaintiff's attempted theft of the Think Loud Property – even to the point of coordinating in this litigation, despite the Plaintiff and Hynes misrepresenting themselves as being "adverse" parties in the case.

WHEREFORE, the Think Loud Ownership Group respectfully requests that judgment be entered in excess of $50,000 in favor of various members of the Think Loud Ownership Group to compensate for loss of income resulting from the Think Loud Ownership Group's inability to access the Think Loud Property, damage caused to the Think Loud Property, any diminution of value to the Think Loud Property, and for punitive damages.

CROSSCLAIM III

Civil Conspiracy vs. Hynes

101. The paragraphs above are incorporated into this Counterclaim by reference. Pa.R.C.P. 1019(g).

102. As detailed above, Hynes has conspired with the Think Loud Ownership Group for the common purpose of attempting to steal the Think Loud Property.

103. As detailed above, the objective of the conspiracy is to impede Messrs. Taylor and Dahlheimer's ability to make a living and to inflict catastrophic harm on Messrs. Taylor and Dahlheimer purely out of spite.

WHEREFORE, the Think Loud Ownership Group respectfully requests that judgment be entered in excess of $50,000 in favor of various members of the Think Loud Ownership Group to compensate for loss of income resulting from the Think Loud Ownership Group's inability to access the Think Loud Property, damage caused to the Think Loud Property, any diminution of value to the Think Loud Property, and for punitive damages.

York County Prothonotary Civil E-Filed - 9 Dec 2022 04:03:35 PM

Respectfully Submitted,

Date: December 9, 2022

KEGEL KELIN LITTS & LORD LLP

By: *<u>/s/: Jason T. Confair, Esq.</u>*

Jason T. Confair, Esquire
PA 206729
confair@kkll.law
24 North Lime Street
Lancaster, PA 17602
(717) 392-1100

York County Prothonotary Civil E-Filed - 9 Dec 2022 04:03:35 PM

VERIFICATION

I, Chad Taylor, affirm and verify that the facts set forth in the foregoing document(s) are true and correct to the best of my knowledge, information, and belief, and that I am authorized to sign this Verification. This Verification is made subject to the penalties of 18 Pa.C.S.A. § 4904, relating to unsworn falsification to authorities.

Date: December 9, 2022 *<u>/s/: Chad Taylor</u>*

York County Prothonotary Civil E-Filed - 9 Dec 2022 04:03:35 PM

CERTIFICATE OF SERVICE

On the date listed below, pursuant to agreement between the parties' respective legal counsel, legal counsel for the Think Loud Ownership and for 120 York served the foregoing document(s) on the other parties to this case via electronic mail.

Respectfully Submitted,

Date: December 9, 2022

KEGEL KELIN LITTS & LORD LLP

By: *<u>/s/: Jason T. Confair, Esq.</u>*

Jason T. Confair, Esquire
PA # 206729
confair@kkll.law
24 North Lime Street
Lancaster, PA 17602
(717) 392-1100

York County Prothonotary Civil E-Filed - 9 Dec 2022 04:03:35 PM

THINK LOUD OWNERSHIP GROUP/120 YORK

EXHIBIT 1

York County Prothonotary Civil E-Filed - 9 Dec 2022 04:03:35 PM

BARLEY SNYDER
Paul W. Minnich, Esquire
Court I.D. No. 74453
Scott F. Landis, Esquire
Court I.D. No. 69798
100 East Market Street
York, PA 17401
717.846-8888

Attorney for Plaintiff
Kinsley Construction, Inc.

RECEIVED
YORK COUNTY PROTHONOTARY
2020 OCT 13 PM 3:36
JUDICIAL CENTER YORK PA

KINSLEY CONSTRUCTION, INC., *Plaintiff*	COURT OF COMMON PLEAS OF YORK COUNTY, PENNSYLVANIA CIVIL ACTION – LAW
v.	
120 YORK, LLC, *Defendant*	No. 2020-NO-005130

AFFIDAVIT PURSUANT TO RULE 3129.1

Kinsley Construction, Inc., Plaintiff in the above action, sets forth as of the date the Praecipe for the writ of execution was filed the following information concerning the real property located at 210 York Street, York, City of York, County of York, Pennsylvania 17403.

1. Name and address of owner(s) or reputed owner(s):

   120 York, LLC
   210 York Street
   York, PA 17403

2. Name and address of defendant(s) in the judgment:

   120 York, LLC
   210 York Street
   York, PA 17403

3. Name and address of every judgment creditor whose judgment is a record lien on the real property to be sold:

York County Prothonotary Civil E-Filed - 9 Dec 2022 04:03:35 PM

Kinsley Construction, Inc.
2700 Water Street
York, PA 17403

4. Name and address of the last recorded holder of every mortgage of record:

Kinsley Construction, Inc.
2700 Water Street
York, PA 17403

4. Name and address of every other person who has any record lien on the property:

None known to Plaintiff at this time.

6. Name and address of every other person who has any record interest in the property and whose interest may be affected by the sale:

None known to Plaintiff at this time.

7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale:

Commonwealth of Pennsylvania
Dept. Of Revenue
Bureau of Compliance
Strawberry Square, 7th Floor
Harrisburg, PA 17128-0101

Internal Revenue Service
Wm. S. Moorhead Federal Building
Advisory
1000 Liberty Avenue, Room 704
Pittsburgh, PA 15222

Internal Revenue Service
600 Arch Street, Room 3259
Philadelphia, PA 19106

York County Prothonotary Civil E-Filed - 9 Dec 2022 04:03:35 PM

Pennsylvania Department of Public Welfare
TPL Casualty Unit, Estate Recovery Program
PO Box 8486
Willow Oak Building
Harrisburg, PA 17105-8486

Commonwealth of PA
Department of Public Welfare
P.O. Box 2675
Harrisburg, PA 17105

Commonwealth of Pennsylvania
Bureau of Individual Tax
Inheritance Tax Division
6th Floor, Strawberry Square
Department 280601
Harrisburg, PA 17128

York County Tax Claim Bureau
Administrative Center
28 East Market Street
Room 105
York, PA 17401-1585

I verify that the statements made in this affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 17 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

BARLEY SNYDER

By: _____

Paul W. Minnich, Esquire
Court I.D. No. 74453
Scott F. Landis, Esquire
Court I.D. No. 69798
100 East Market Street
York, PA 17401
717-846-8888
Fax: 717-843-8492
Attorneys for Plaintiff

8102058.1

York County Prothonotary Civil E-Filed - 9 Dec 2022 04:03:35 PM

IN THE COURT OF COMMON PLEAS OF YORK COUNTY, PENNSYLVANIA

Kinsley Construction, Inc.

Judgment No. 2020-NO-005130

versus

120 York, LLC

RECEIVED
YORK COUNTY PROTHONOTARY
2020 OCT 13 PM 3:35
JUDICIAL CENTER YORK PA

PRAECIPE FOR WRIT OF EXECUTION UPON A CONFESSED JUDGMENT

To the Prothonotary:

Issue a writ of execution upon a judgment entered by confession in the above matter.

1. Directed to the Sheriff of York County, Pa;
2. against 120 York, LLC, defendant; and
   (Name of Defendant)
3. and against _____, garnishee;.
   (Name of Garnishee)
4. and index this writ

(a) against 120 York, LLC, defendant and
(Name of Defendant)

(b) against _____, garnishee,
(Name of Garnishee)

as a lis pendens

against the real property of the Defendant(s) in the name of the Garnishee(s) as follows:

210 York Street, York, City of York, County of York, Pennsylvania 17403
(specifically describe property)

(if space is insufficient attach extra sheets)

5. Amount due $ 13,942,747.46

Interest from 09/16/2020 $ _____

Attorneys' fees** $ _____

(Costs to be added)

**Where judgment has been entered under Rule 2951(a), attorneys' fees may be included if they are authorized in the instrument and there has been a record appearance of counsel at any stage of the proceedings.

York County Prothonotary Civil E-Filed - 9 Dec 2022 04:03:35 PM

BARLEY SNYDER
Paul W. Minnich, Esquire
Court I.D. No. 74453
Scott F. Landis, Esquire
Court I.D. No. 69798
100 East Market Street
York, PA 17401
717.846-8888

Attorney for Plaintiff
Kinsley Construction, Inc.

KINSLEY CONSTRUCTION, INC., *Plaintiff*	COURT OF COMMON PLEAS OF YORK COUNTY, PENNSYLVANIA CIVIL ACTION – LAW
v.	
120 YORK, LLC, *Defendant*	No. 2020-NO-005130

WRIT OF EXECUTION (MONEY JUDGMENT)

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF YORK
TO THE SHERIFF OF YORK COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest and costs against 120 York, LLC, Defendant.

(1) You are directed to levy upon the property of the defendant, 120 York, LLC, and to sell its interest therein: 210 York Street, York, City of York, County of York, Pennsylvania 17403.

(2) You are directed also to attach the property of the defendant not levied upon in the possession of N/A, as garnishee
(Specifically described property)

and to notify the garnishee-

York County Prothonotary Civil E-Filed - 9 Dec 2022 04:03:35 PM

(a) an attachment has been issued;

(b) except as provided in paragraph (c), the garnishee is enjoined from paying any debt to or for the account of the Defendant and from delivering any property of the Defendant or otherwise disposing thereof;

(c) the attachment shall not include:

(i) the first $10,000 of each account of the Defendant with a bank or other financial institution containing any funds which are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law.

(ii) each account of the Defendant with a bank or other financial institution in which funds on deposit exceed $10,000 at any time if all funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law.

(iii) any funds in an account of the Defendant with a bank or other financial institution that total $300 or less. If multiple accounts are attached, a total of $300 in all accounts shall be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the Defendant's general exemption provided in 42 Pa.C.S. § 8123.

(3) If property of the Defendant not levied upon and subject to attachment is found in the

York County Prothonotary Civil E-Filed - 9 Dec 2022 04:03:35 PM

possession of anyone other than the named Garnishee, you are directed to notify such person that he or she has been added as a garnishee and is enjoined as above stated.

Amount Due $13,942,747.46
Interest after September 16, 2020
Costs to be added $_____

Prothy Fees
$ 117

York County Prothonotary

(SEAL)

By: Allison Blew
Deputy Prothonotary

Date: 10-13-20

8102058.1

York County Prothonotary Civil E-Filed - 9 Dec 2022 04:03:35 PM

Certification

I certify that

a) This praecipe is based upon a judgment entered by confession, and

(Delete four of the following paragraphs which are inapplicable.)

b)

c) Notice will be served at least thirty days prior to the date of the sheriff's sale of real property pursuant to Rule 2958.2.

d)

York County Prothonotary Civil E-Filed - 9 Dec 2022 04:03:35 PM

BARLEY SNYDER
Paul W. Minnich, Esquire
Court I.D. No. 74453
Scott F. Landis, Esquire
Court I.D. No. 69798
100 East Market Street
York, PA 17401
717.846-8888

Attorney for Plaintiff
Kinsley Construction, Inc.

OFFICE OF PROTHONOTARY
2020 OCT 16 PM 3:16
JUDICIAL CENTER
YORK, PA

KINSLEY CONSTRUCTION, INC., *Plaintiff* v. 120 YORK, LLC, *Defendant*	COURT OF COMMON PLEAS OF YORK COUNTY, PENNSYLVANIA CIVIL ACTION – LAW No. 2020-NO-005130

AMENDED
AFFIDAVIT PURSUANT TO RULE 3129.1

Kinsley Construction, Inc., Plaintiff in the above action, sets forth as of the date the Praecipe for the writ of execution was filed the following information concerning the real property located at 210 East York Street, York, City of York, County of York, Pennsylvania 17403.

1. Name and address of owner(s) or reputed owner(s):

   120 York, LLC
   210 East York Street
   York, PA 17403

2. Name and address of defendant(s) in the judgment:

   120 York, LLC
   210 East York Street
   York, PA 17403

York County Prothonotary Civil E-Filed - 9 Dec 2022 04:03:35 PM

3. Name and address of every judgment creditor whose judgment is a record lien on the real property to be sold:

Kinsley Construction, Inc.
2700 Water Street
York, PA 17403

4. Name and address of the last recorded holder of every mortgage of record:

Kinsley Construction, Inc.
2700 Water Street
York, PA 17403

4. Name and address of every other person who has any record lien on the property:

None known to Plaintiff at this time.

6. Name and address of every other person who has any record interest in the property and whose interest may be affected by the sale:

None known to Plaintiff at this time.

7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale:

Commonwealth of Pennsylvania
Dept. Of Revenue
Bureau of Compliance
Strawberry Square, 7th Floor
Harrisburg, PA 17128-0101

Internal Revenue Service
Wm. S. Moorhead Federal Building
Advisory
1000 Liberty Avenue, Room 704
Pittsburgh, PA 15222

Internal Revenue Service
600 Arch Street, Room 3259
Philadelphia, PA 19106

York County Prothonotary Civil E-Filed - 9 Dec 2022 04:03:35 PM

Pennsylvania Department of Public Welfare
TPL Casualty Unit, Estate Recovery Program
PO Box 8486
Willow Oak Building
Harrisburg, PA 17105-8486

Commonwealth of PA
Department of Public Welfare
P.O. Box 2675
Harrisburg, PA 17105

Commonwealth of Pennsylvania
Bureau of Individual Tax
Inheritance Tax Division
6th Floor, Strawberry Square
Department 280601
Harrisburg, PA 17128

York County Tax Claim Bureau
Administrative Center
28 East Market Street
Room 105
York, PA 17401-1585

I verify that the statements made in this affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 17 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

BARLEY SNYDER

By:_____

Paul W. Minnich, Esquire
Court I.D. No. 74453
Scott F. Landis, Esquire
Court I.D. No. 69798
100 East Market Street
York, PA 17401
717-846-8888
Fax: 717-843-8492
Attorneys for Plaintiff

York County Prothonotary Civil E-Filed - 9 Dec 2022 04:03:35 PM

IN THE COURT OF COMMON PLEAS OF YORK COUNTY, PENNSYLVANIA

Kinsley Construction, Inc.

Judgment No. 2020-NO-005130

versus

120 York, LLC

AMENDED

PRAECIPE FOR WRIT OF EXECUTION UPON A CONFESSED JUDGMENT

To the Prothonotary:

Issue a writ of execution upon a judgment entered by confession in the above matter.

1. Directed to the Sheriff of York County, Pa;
2. against 120 York, LLC, defendant; and
   (Name of Defendant)
3. and against _____, garnishee;.
   (Name of Garnishee)
4. and index this writ

(a) against 120 York, LLC, defendant and
(Name of Defendant)

(b) against _____, garnishee,
(Name of Garnishee)

as a lis pendens

against the real property of the Defendant(s) in the name of the Garnishee(s) as follows:

210 East York Street, York, City of York, County of York, Pennsylvania 17403
(specifically describe property)

(if space is insufficient attach extra sheets)

5. Amount due $ 13,942,747.46

Interest from 09/16/2020 $ _____

Attorneys' fees** $ _____

(Costs to be added)

**Where judgment has been entered under Rule 2951(a), attorneys' fees may be included if they are authorized in the instrument and there has been a record appearance of counsel at any stage of the proceedings.

2020 OCT 16 PM 3:15
JUDICIAL CENTER
YORK, PA
OFFICE OF PROTHONOTARY

132

York County Prothonotary Civil E-Filed - 9 Dec 2022 04:03:35 PM

KINSLEY CONSTRUCTION INC,
Plaintiff

Vs.

120 YORK LLC,
Defendants

IN THE COURT OF COMMON PLEAS OF
YORK COUNTY, PENNSYLVANIA

CASE No. 2020-NO-005130

CIVIL ACTION – LAW

PERSONAL PROPERTY

10-16-20– As directed by Attorney PAUL W MINNICH ESQ , Writ of Execution on Real Estate
Amended in the amount of $13,942,747.46 plus County costs paid to date totaling $132.00

Allison Blew
ALLISON BLEW, PROTHONOTARY

York County Prothonotary Civil E-Filed - 9 Dec 2022 04:03:35 PM

Certification

I certify that

a) This praecipe is based upon a judgment entered by confession, and

(Delete four of the following paragraphs which are inapplicable.)

b)

c) Notice will be served at least thirty days prior to the date of the sheriff's sale of real property pursuant to Rule 2958.2.

d)

York County Prothonotary Civil E-Filed - 9 Dec 2022 04:03:35 PM

THINK LOUD OWNERSHIP GROUP/120 YORK

EXHIBIT 2

York County Prothonotary Civil E-Filed - 9 Dec 2022 04:03:35 PM

120 YORK LLC

Amended and Restated Operating Agreement

Background. Think Loud Capital, LLC, a Pennsylvania limited liability company referred to below as the "**Sole Member**," has decided to organize and operate **120 York LLC** in accordance with the terms of, and subject to the conditions set forth in, this Agreement. 120 York LLC is referred to in this Agreement as the "**Company**." Other defined terms are set forth immediately below.

Article I: Definitions

1.1 "Act" means the Pennsylvania Uniform Limited Liability Company Act of 2016, 15 Pa.C.S.A. § 8811 *et seq.*, as now existing or as amended in the future.

1.2 "Cash Flow" means all funds derived from operations of the Company, less funds used to pay expenses, to make debt payments, and to pay or establish reasonable reserves for future expenses.

1.3 "Interest" means a share of the Company's profits and losses and the right to receive distributions from the Company.

Article II: Organization and Management

2.1 Organization. The Sole Member has organized the Company pursuant to the predecessor of the Act and the provisions of this Agreement. On August 2, 2011, a Certificate of Organization for the Company was filed with the Pennsylvania Department of State.

2.2 Business Names. The name of the Company is "120 York LLC." However, the Company may do business under any fictitious name that the Sole Member chooses. If the Company does business under a name other than 120 York LLC, the Company will file a fictitious name registration as required by law.

2.3 Purpose. The Company is organized to: (a) engage in real estate investment and development; and (b) have all of the powers permitted by the Act.

2.4 Term. The term of the Company is perpetual.

2.5 Principal Office. The principal office of the Company (if any) will be at a location determined by the Sole Member.

2.6 Management. The Company will be managed by the Sole Member, which will have full authority to act for the Company on all matters.

2.7 Admission of Additional Members. The Sole Member has the sole discretion to admit additional members. If at any time the Company has two or more members, the members will

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promptly amend this Agreement to include provisions setting forth the allocation of the Company's profits and losses among the members, the Company's tax status, the allocation of voting power among the members, dispute resolution mechanisms, and other appropriate matters.

Article III: Tax, Accounting, and Financial Matters

3.1 Taxation of the Company. Unless otherwise determined by the Sole Member, the Company shall be treated as a disregarded entity for tax purposes under the Code and other applicable tax law.

3.2 Company Taxable Year. The Company's taxable year is January 1 to December 31.

3.3 Separate Company Bank Accounts. All funds of the Company will be deposited in one or more bank accounts opened in the Company's name. The Sole Member will determine the institution or institutions at which the accounts will be opened and maintained and the types of accounts.

3.4 Separate Company Books and Records. The Company will keep separate, complete, and accurate books and records and supporting documentation of the Company's transactions. The books and records will be maintained in accordance with sound accounting principles and practices.

3.5 Capital Contributions to Company. The Sole Member will contribute to the Company such cash and property as the Sole Member determines. All such contributions will be reflected on the Company's books.

3.6 Loans to Company. The Sole Member may, at any time, make a loan to the Company in any amount and on terms upon which the Company and the Sole Member agree.

3.7 Distributions from Company. The Company will distribute Cash Flow in such amounts and at such times as the Sole Member determines.

Article IV: Liability

4.1 Liability. The Sole Member will not have any *in personam* liability under order of court or in any other manner for any debts, obligations, or liabilities of the Company or for the acts, errors, or omissions of any employee or agent of the Company. Moreover, the Sole Member will not be liable, responsible, or accountable, in damages or otherwise, to the Company for any act the Sole Member performs with respect to Company matters. The intent of this Section is to immunize and absolve the Sole Member from *in personam* liability to the maximum extent permitted by the Act.

Article V: Dissolution

5.1 Distributions. If the Company is dissolved, the assets of the Company will be distributed in the following order: (a) first, to creditors (including the Sole Member if a creditor) of the

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Company to fully satisfy all debts, liabilities, and obligations of the Company; and (b) second, to the Sole Member.

5.2 Certificate of Dissolution. If the Company is dissolved, the Sole Member will file a certificate of dissolution with the Pennsylvania Department of State after the Company's debts, liabilities, and obligations have been discharged. The Certificate of Dissolution will satisfy all requirements of the Act.

Article VI: Rules of Interpretation

6.1 Integration. This Agreement represents the entire agreement concerning the subject matters covered by this Agreement.

6.2 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of the Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

6.3 Waivers. No delay in asserting or exercising or failure to assert or exercise any power, protection, or benefit provided to the Sole Member under this Agreement will be construed as a waiver unless reduced to writing and signed by the Sole Member.

6.4 Miscellaneous Rules. The headings used in this Agreement are for ease of reference only, and cannot be used to construe the Agreement. In reading and interpreting this Agreement, the singular includes the plural and the plural includes the singular. Photocopies of original signatures on this Agreement will be binding and effective as though original signatures.

[Signatures appear on the following page.]

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Intending to be legally bound, this Agreement is hereby executed to be effective as of January 1, 2021.

Think Loud Capital, LLC

William Hynes, President

120 York LLC

William Hynes, President

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THINK LOUD OWNERSHIP GROUP/120 YORK

EXHIBIT 3

York County Prothonotary Civil E-Filed - 9 Dec 2022 04:03:35 PM

Subject: TLD Assets
Date: Wednesday, October 23, 2013 at 6:06:40 PM Eastern Daylight Time
From: Bill Hynes
To: Chad Taylor
Attachments: TLD Assets-1.xlsx

CT,

See attached,

Two tabs.
First one lists all of TLD real estate. I also included some things like the painting and the SSL board that Kinsley didnt pay for, but are assets.

Tab 2 lists some of the soft costs.

Bill

Bill Hynes
CEO & Founder
Think Loud Development LLC

Office: 855-548-4330
Mobile: 908-419-1289
email: bill@thinkloudllc.com

Assistant: Sarah Sparks
email: sarah@thinkloudllc.com

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Download Copy link Save a copy to Sign in Sign up

254	E. York St.	$	38,500.00		
	York & Loucks Mill Rd.	$	15,000.00		
219	E. Chestnut St.	$	2,000.00		
221	E. Chestnut St.	$	2,000.00		
246	E. Chestnut St.	$	2,000.00		
251	E. Chestnut St.	$	29,000.00		
252	E. Chestnut St.	$	12,000.00		
263	E. Chestnut St.	$	2,000.00		
265	E. Chestnut St.	$	50,000.00		
267	E. Chestnut St.	$	50,000.00		
300	E. Chestnut St.	$	2,000.00		
310	E. Chestnut St.	$	2,000.00		
319	E. Chestnut St.	$	2,000.00		
316	E. Wallace St.	$	2,000.00		
215	E. Walnut St.	$	2,000.00		
236	E. Walnut St.	$	2,000.00		
310	E. Walnut St.	$	2,000.00		
312	E. Walnut St.	$	2,000.00		
233	Franklin Way	$	2,000.00		
235	Franklin Way	$	2,000.00		
225	N. Pine St.	$	2,000.00		
227	N. Pine St.	$	2,000.00		
311	Walt Way	$	2,000.00		
315	Walt Way	$	2,000.00		
317	Walt Way	$	2,000.00		
54	West Market Street (Woolworth Building)	$	5,000.00		
801	North 9th St. City of Reading, Berks County (Roc 1)	$	2,200,000.00	$	1,700,000.00
490	Tulpehocken Street, city of Reading, Berks County	$	1,200,000.00		
	Solid State Logic Duality 48	$	390,000.00		
	Sisters of Mercy - Peter Howson Painting	$	90,000.00		
	Asset Totals	$	4,489,500.00	$	1,700,000.00

Assets | 210 Soft Costs

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THINK LOUD OWNERSHIP GROUP/120 YORK

EXHIBIT 4

York County Prothonotary Civil E-Filed - 9 Dec 2022 04:03:35 PM

EXTENSION GRANTED TO 09/15/20

Form **1065**

Department of the Treasury
Internal Revenue Service

U.S. Return of Partnership Income

For calendar year 2019, or tax year beginning _____, _____, ending _____, _____.

▶ Go to www.irs.gov/Form1065 for instructions and the latest information.

OMB No. 1545-0123

2019

A Principal business activity: HOLDING COMPANY

B Principal product or service: INVESTMENTS

C Business code number: 551112

Type or Print

Name of partnership: THINK LOUD CAPITAL, LLC

Number, street, and room or suite no. If a P.O. box, see instructions.: 210 YORK STREET

City or town, state or province, country, and ZIP or foreign postal code: YORK PA 17403

D Employer identification number

E Date business started: 12/31/2016

F Total assets: $

G Check applicable boxes: (1) ☐ Initial return (2) ☐ Final return (3) ☐ Name change (4) ☐ Address change (5) ☐ Amended return

H Check accounting method: (1) ☐ Cash (2) ☒ Accrual (3) ☐ Other (specify) ▶

I Number of Schedules K-1. Attach one for each person who was a partner at any time during the tax year ▶ 2

J Check if Schedules C and M-3 are attached ▶ ☐

K Check if partnership: (1) ☐ Aggregated activities for section 465 at-risk purposes (2) ☐ Grouped activities for section 469 passive activity purposes

Caution: Include **only** trade or business income and expenses on lines 1a through 22 below. See instructions for more information.

Income	1a	Gross receipts or sales	1a	
	b	Returns and allowances	1b	
	c	Balance. Subtract line 1b from line 1a		1c
	2	Cost of goods sold (attach Form 1125-A)		2
	3	Gross profit. Subtract line 2 from line 1c		3
	4	Ordinary income (loss) from other partnerships, estates, and trusts (attach statement) STMT 1		4
	5	Net farm profit (loss) (attach Schedule F (Form 1040 or 1040-SR))		5
	6	Net gain (loss) from Form 4797, Part II, line 17 (attach Form 4797)		6
	7	Other income (loss) (attach statement)		7
	8	**Total income (loss).** Combine lines 3 through 7		8
Deductions (see instructions for limitations)	9	Salaries and wages (other than to partners) (less employment credits)		9
	10	Guaranteed payments to partners		10
	11	Repairs and maintenance		11
	12	Bad debts		12
	13	Rent		13
	14	Taxes and licenses SEE STATEMENT 2		14
	15	Interest (see instructions)		15
	16a	Depreciation (if required, attach Form 4562)	16a	
	b	Less depreciation reported on Form 1125-A and elsewhere on return	16b	16c
	17	Depletion **(Do not deduct oil and gas depletion.)**		17
	18	Retirement plans, etc.		18
	19	Employee benefit programs		19
	20	Other deductions (attach statement) SEE STATEMENT 3		20
	21	**Total deductions.** Add the amounts shown in the far right column for lines 9 through 20		21
	22	**Ordinary business income (loss).** Subtract line 21 from line 8		22
Tax and Payments	23	Interest due under the look-back method-completed long-term contracts (attach Form 8697)		23
	24	Interest due under the look-back method-income forecast method (attach Form 8866)		24
	25	BBA AAR imputed underpayment (see instructions)		25
	26	Other taxes (see instructions)		26
	27	**Total balance due.** Add lines 23 through 26		27
	28	Payment (see instructions)		28
	29	**Amount owed.** If line 28 is smaller than line 27, enter amount owed		29
	30	**Overpayment.** If line 28 is larger than line 27, enter overpayment		30

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than partner or limited liability company member) is based on all information of which preparer has any knowledge.

▶ Signature of partner or limited liability company member ▶ Date

May the IRS discuss this return with the preparer shown below? See instr. ☒ Yes ☐ No

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
ROBERT M. GRATALO, C	ROBERT M. GRATALO, C	09/08/20		

Firm's name ▶ RKL LLP — Firm's EIN ▶

Firm's address ▶ 3501 CONCORD ROAD, PO BOX 21439 YORK, PA 17402 — Phone no. 717-843-3804

LHA For Paperwork Reduction Act Notice, see separate instructions.

911001 12-30-19

Form **1065** (2019)

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THE ENTITY OWNS 20% OR MORE DIRECTLY OR 50% OR MORE OVERALL OF PARTNERSHIPS OR TRUSTS — STATEMENT 4

NAME OF ENTITY	EIN NUMBER / COUNTRY OF ORGANIZATION	PCT OWNED
YRK, LLC	**-***9179 UNITED STATES	72.00
THINK LOUD ENTERTAINMENT, LLC	**-***5981 UNITED STATES	91.08
120 YORK, LLC	**-***7712 UNITED STATES	100.00
THINK LOUD INVESTMENTS, LLC	**-***8882 UNITED STATES	100.00
THINK LOUD STUDIOS, LLC	**-***9306 UNITED STATES	100.00
ICI DEVELOPMENT, LLC	**-***9252 UNITED STATES	100.00
THINK LOUD DEVELOPMENT, LLC	**-***7554 UNITED STATES	100.00

SCHEDULE K — NET INCOME (LOSS) FROM RENTAL REAL ESTATE — STATEMENT 5

DESCRIPTION	AMOUNT

SCHEDULE K — INTEREST INCOME — STATEMENT 6

DESCRIPTION	U.S. BONDS	OTHER
INTEREST INCOME		
TOTAL TO SCHEDULE K, LINE 5		

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THINK LOUD OWNERSHIP GROUP/120 YORK

EXHIBIT 5

York County Prothonotary Civil E-Filed - 9 Dec 2022 04:03:35 PM
York County Prothonotary Civil E-Filed - 12 Aug 2022 01:08:10 PM
Case Number: 2022-SU-001968

	ITEMS	OWNERSHIP
	Throwing Copper Era 1995-1996	Owned by Third Party, Not Invictus One LLC
	Secret Samadhi Era 1997-1998	Owned by Third Party, Not Invictus One LLC
	Distance to Here Era 1998-2000	Owned by Third Party, Not Invictus One LLC
	2001-2020	Owned by Third Party, Not Invictus One LLC
	Restoration Hardware King-size bed frame	Invictus Personal Property
	(2) Restoration Hardware end tables	Invictus Personal Property
	Restoration Hardware Sofa	Invictus Personal Property
	Restoration Hardware Coffee Table	Invictus Personal Property
	Restoration Hardware Media Center	Invictus Personal Property
	Tenant: 120 York	Invictus Personal Property
	Restoration Hardware King-size bed frame	Invictus Personal Property
	(2) Restoration Hardware end tables	Invictus Personal Property
	King-size Mattress	Invictus Personal Property
	(2) bedside lamps	Invictus Personal Property
	Restoration Hardware Desk	Invictus Personal Property
	Restoration Hardware Dresser	Invictus Personal Property
	Restoration Hardware King-size bed frame	Invictus Personal Property
	(2) Restoration Hardware end tables	Invictus Personal Property
	King-size Mattress	Invictus Personal Property
	(2) bedside lamps	Invictus Personal Property
	Restoration Hardware Desk	Invictus Personal Property
	Restoration Hardware Dresser	Invictus Personal Property
	Restoration Hardware King-size bed frame	Invictus Personal Property
	(2) Restoration Hardware end tables	Invictus Personal Property
	King-size Mattress	Invictus Personal Property
	(2) bedside lamps	Invictus Personal Property
	Restoration Hardware Desk	Invictus Personal Property
	(2) Silver candelabras	Owned by Third Party, Not Invictus One LLC
	Restoration Hardware Dresser	Invictus Personal Property
	Restoration Hardware King-size bed frame	Invictus Personal Property
	(2) Restoration Hardware end tables	Invictus Personal Property
	King-size Mattress	Invictus Personal Property
	(2) bedside lamps	Invictus Personal Property
	Restoration Hardware Desk	Invictus Personal Property
	Restoration Hardware Dresser	Invictus Personal Property
4th Floor		Invictus Personal Property
	Tenant: 120 York	Invictus Personal Property
	Large cutom made stand-up table	Invictus Personal Property
	(14) Restoration Hardware Stools	Invictus Personal Property
	Restoration Hardware Couch	Invictus Personal Property
	Restoration Hardware Seat	Invictus Personal Property
	(2) Restoration Hardware shelving units	Invictus Personal Property
	Restoration Hardware media Center	Invictus Personal Property
	Owner: Think Loud Holdings, LLC	Invictus Personal Property
	Solid State Logic Duality-48 Serial Number 229	Invictus Personal Property
	(2) ADAM S3XH PWRD STUDIO MON (EA)	Invictus Personal Property
	SOUND ANCHOR ADJ1PAIR 44IN TALL MON STAND	Invictus Personal Property
	BRYSTON 4BSST2PRO 300 WATTS STEREO AMP	Invictus Personal Property
	ADAM SUB10MK2 10IN 200W PWRD SUB	Invictus Personal Property
	APPLE MAC PRO 12 CORE 2.66GHZ 12GB RAM 1TB HD	Invictus Personal Property
	APPLE CARE FOR MAC PRO MC244LL/A	Invictus Personal Property
	APPLE 27IN FLAT PANEL LED CINEMA DISPLAY MC007LL/A	Invictus Personal Property
	APPLE VESA MNT ADAPT KIT FOR IMAC AND LED CINEMA DISPLAY MC	Invictus Personal Property
	SOUND ANCHOR DAW2X DAW STAND 2 REDMOUNT VESA MOUNT	Invictus Personal Property
	AVID HDX2 16X16 SYSTEM 9935-65120-00	Invictus Personal Property
	AVID HDX PCIE CARD W/ PURCHASE OF SYS 99356512200	Invictus Personal Property
	AVID HD I/O 16X16 ANALOG 99005867000	Invictus Personal Property
	(2) AVID HD I/O 8X8X8 99005866900	Invictus Personal Property
	ANTELOPE ISOCHRONE OCXV VIDE O ENABLED HIGH RES AUDIO CLOCK	Invictus Personal Property
	ANTELOPE ISOCHRONE DA HIGH R ES AUDIO CLOCK DA W/ ULTRA LOW	Invictus Personal Property
	MAGMA EB7 7 SLOT PCIE EXP CHASSIS	Invictus Personal Property
	TASCAM DVRA1000HD STEREO DVD/CD REC 60GBHD	Invictus Personal Property
	APC SMT1500RM2U SMART UPS 1500A RM 120V	Invictus Personal Property
	RADIAL R8007000 JD7 GTR DIST SYS	Invictus Personal Property
	BRICASTI DESIGN M7 STEREO REVERB PROC (SPO FOR 116 231 &	Invictus Personal Property
	WAVES VSSD MERCURY TDM USW379-1362-612	Invictus Personal Property
	UA PCIOUL UAD-2 OCTO ULTIMATE PCIE DSP ACCELERATOR	Invictus Personal Property

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York County Prothonotary Civil E-Filed - 12 Aug 2022 01:08:10 PM
Case Number: 2022-SU-001968

	ITEMS	OWNERSHIP
	CELEMONY MELODYNE STUDIO 3 / EDITOR BNDL 1111051	Invictus Personal Property
	AKG C12VR VINT TUBE MIC SYS	Invictus Personal Property
	SENNHEISER MD421U MKII CARDIOID DYN MIC 000984	Invictus Personal Property
	MOGAMI PJM2400 24IN PATCH CABLE TT-TT BLK	Invictus Personal Property
	MOGAMI PJM1800 18IN TT-TT CABLE PATCH BLK	Invictus Personal Property
		Invictus Personal Property
	OCEAN WAY HR2 MON SYS	Invictus Personal Property
	QSC RMX5050 STEREO PWR AMP	Invictus Personal Property
	QSC RMX1850HD STEREO PWR AMP	Invictus Personal Property
	PASS LABS XA30.5 STEREO CLASS A 30W AMP	Invictus Personal Property
	ADAM S4XH MIDFIELD MON	Invictus Personal Property
	MEYER SOUND UMS-1P ULTRA COMPACT SUBWOOFER	Invictus Personal Property
	SOUND ANCHOR ADJ1PAIR 44IN TALL MON STAND	Invictus Personal Property
	AVIOM AN16IV2 16CH LINE INPU T MODULE	Invictus Personal Property
	AVIOM A16DPRO A-NET 16CH DISTRIBUTOR 990312100020	Invictus Personal Property
	AVIOM A360 36CH PERS MIXER	Invictus Personal Property
	AVIOM MT1A MIC STAND MNT	Invictus Personal Property
	ATLAS MS12C RND BASE MIC STA ND BLK	Invictus Personal Property
	SONY MDR7506 HDPH	Invictus Personal Property
	SHURE SRH840 PRO MONITORING HDPH	Invictus Personal Property
	BEYER DT770PRO-80 STU HDPH 474746	Invictus Personal Property
	ULTRASONE HFI2400 OPEN BACK HDPH	Invictus Personal Property
	RAXXESS NG1F4428 GANGABLE RACK 44U 28IN DEEP	Invictus Personal Property
	FURMAN ASD120 120V PWR DIST	Invictus Personal Property
	FURMAN PLPLUSC 15AMP PWR COND W/VOLTMETER	Invictus Personal Property
	NEVE PL31073-CV MONO EQ VERTICAL MOD	Invictus Personal Property
	NEVE PL31084-CV MONO EQ VERTICAL MOD	Invictus Personal Property
	NEVE AM5033 1073/1084 5U RACK WITH PSU	Invictus Personal Property
	CHANDLER TG2 STEREO MIC PRE	Invictus Personal Property
	MILLENNIA HV37 2CH MIC/INST PREAMPLIFIER	Invictus Personal Property
	MARTECH MS510 SNGL CHNL MIC PRE	Invictus Personal Property
	GML 8200 2CJ 5 BAND PARA EQ W/ GML 8355 EXT PWR SUPPLY	Invictus Personal Property
	MANLEY SPEQ STEREO PULTEC EQP1A PASSIVE TUBE EQ CUSTOM T	Invictus Personal Property
	CHANDLER GERMANIUM TONECONTROL EQ	Invictus Personal Property
	PURPLE AUDIO SWEET TEN RAC	Invictus Personal Property
	API 550A PARAMETRIC EQ	Invictus Personal Property
	(4) API API560 10 BAND GRAPHIC EQ	Invictus Personal Property
	(2) API 525 COMP / LIMIT 9990626	Invictus Personal Property
	(2) EMPIRICAL LABS EL8X/S STEREO PAIR DISTRESSOR W/IMAGE/BRITIS	Invictus Personal Property
	CHANDLER TG1 STEREO COMP	Invictus Personal Property
	UNIVERSAL AUDIO LA2A LEVELING AMP	Invictus Personal Property
	MANLEY MELOPB ELOP STEREO ELECTRO OPTICAL LIMITER W TUBE	Invictus Personal Property
	(2) PURPLE AUDIO MC77 FET LIMIT AMP	Invictus Personal Property
	NEVE 33609 J/D STEREO COMP	Invictus Personal Property
	GML 8900 2CH DYNAMIC RANGE C TRL W. GML 9015 PSU-COMBO	Invictus Personal Property
	AVID VSSD PRO COMPRESSOR 9511-65471-00	Invictus Personal Property
	AVID VSSD PRO EXPANDER 9511-65472-00	Invictus Personal Property
	AVID VSSD PRO LIMITER 9511-65473-00	Invictus Personal Property
	DIGIDESIGN VSSD REEL TAPE SUITE 81155530300	Invictus Personal Property
	DIGIDESIGN VSSD REVERB ONE 81151262400	Invictus Personal Property
	DIGIDESIGN VSSD REVIBE 81151380000	Invictus Personal Property
	DIGIDESIGN VSSD SOUND REPLACER 81151262500	Invictus Personal Property
	STEVEN SLATE DRUMS PLAT 4.0 VSSD	Invictus Personal Property
	AVID PRO TOOLS CST MAC KYBD	Invictus Personal Property
	KENSINGTON EXPERT MOUSE PRO	Invictus Personal Property
	COUNTRYMAN DT85 FET ACTIVE DIRECT BOX	Invictus Personal Property
	RADIAL JDI MKIII PASSIVE DI BOX R8001010	Invictus Personal Property
	BRICASTI SYSTEM1 M10 / M7M REVERB PKG	Invictus Personal Property
	TC 902111011 6000 MAINFRAME W/DIGI I/O + TC ICON	Invictus Personal Property
	TC 903CCCC10 ADA 24/96 CONVERTER CARD	Invictus Personal Property
	TC 905MD5100 MULTI-CHANNEL MASTERING LICENSE	Invictus Personal Property
	LEXICON PCM96 STEREO REVERB	Invictus Personal Property
	AKG C414 XLS MULTI-PATTERN LG DIA CNDSR MIC 3059Z00050	Invictus Personal Property
	AKG C451B CNDSR MIC	Invictus Personal Property
	AKG C535EB CARDIOID CNDSR MI C	Invictus Personal Property
	AKG D112 CARDIOID DYN MIC	Invictus Personal Property
	BEYER M160 DYNAMIC DOUBLE RI BBON HYPERCARDIOD MIC 100668	Invictus Personal Property

#12236

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Case Number: 2022-SU-001968

ITEMS	OWNERSHIP
BOCK AUDIO 251 / SOUNDELUX ELUX251 TUBE	Invictus Personal Property
COLES 4038MP RIBBON MIC MATCHED PR	Invictus Personal Property
EV RE20 DYN MIC	Invictus Personal Property
EV 309A SUSPENSION MIC SHKMT MOUNT	Invictus Personal Property
NEUMANN SKM184MT (PR) STEREO CARDIOID MIC SET MATTE BLK 008	Invictus Personal Property
NEUMANN U89I STU CNDSR MIC NCKL	Invictus Personal Property
ROYER R121MP R121 RIBBON MIC STEREO MATCHED PAIR	Invictus Personal Property
SENNHEISER MD441U SUPERCARDIOD DYNAMID MIC	Invictus Personal Property
SENNHEISER MKH8040 CNDSR CARDIOD MIC	Invictus Personal Property
SHURE SM57LC DYN MIC	Invictus Personal Property
SHURE SM58LC DYN MIC	Invictus Personal Property
SHURE BETA52A / BETA52 DYN MIC	Invictus Personal Property
SHURE SM81LC CARDIOID CNDSR MIC	Invictus Personal Property
SHURE SM7B DYN STU VOC MIC	Invictus Personal Property
(2) STERLING ST6050 OCEAN WAY ED ITION FET REC MIC	Invictus Personal Property
YAMAHA SKRM100 SUBKICK DRUM LOW FREQ ENHANCER	Invictus Personal Property
(4) ATLAS SB36W STU MIC BOOM STAND W/CAST CHROME/EBONY	Invictus Personal Property
(22) DRPRO MS1510BK / DR210 TRIPOD MIC BOOM STAND BLK	Invictus Personal Property
(8) DRPRO MS1500BK / DR259 LOW P ROFILE MIC BOOM STAND BLK	Invictus Personal Property
(30)MOGAMI PJM2400 24IN PATCH CABLE TT-TT BLK	Invictus Personal Property
(30) MOGAMI PJM1800 18IN TT-TT CABLE PATCH BLK	Invictus Personal Property
(10) MOGAMI GOLD STUDIO 15 15FT MIC CABLE	Invictus Personal Property
(24) MOGAMI GOLD STUDIO 25 25FT QUAD MIC CABLE	Invictus Personal Property
(6) MOGAMI GOLD STUDIO 50 50FT QUAD MIC CABLE	Invictus Personal Property
(10) MOGAMI GOLD INST 18 18FT INST CABLE	Invictus Personal Property
(10) MOGAMI GOLD INST 25 25FT INST CABLE	Invictus Personal Property
Think Loud Holdings, LLC	Invictus Personal Property
AVID MC CONTROL 2 ARTIST SERIES 99006502700	Invictus Personal Property
(2) AVID MC MIX ARTIST SERIES BLK 99006516900	Invictus Personal Property
GRACE A906 M906 HIGH FIDELITY 5.1 MON SYS W/ REMOTE	Invictus Personal Property
BRYSTON 4BSST2PRO 300 WATTS STEREO AMP	Invictus Personal Property
MEYER SOUND UMS-1P ULTRA COMPACT SUBWOOFER	Invictus Personal Property
MDG CUSTOM AS1 SPEAKER PEDESTAL PAIR	Invictus Personal Property
(2) AVIOM AN16IV2 16CH LINE INPU T MODULE	Invictus Personal Property
(2) AVIOM A16DPRO A-NET 16CH DISTRIBUTOR 990312100020	Invictus Personal Property
(6) AVIOM A360 36CH PERS MIXER	Invictus Personal Property
(6) AVIOM MT1A MIC STAND MNT	Invictus Personal Property
(6) ATLAS MS12C RND BASE MIC STA ND BLK	Invictus Personal Property
(6) SONY MDR7506 HDPH	Invictus Personal Property
(6) SHURE SRH840 PRO MONITORING HDPH	Invictus Personal Property
(2) BEYER DT770PRO-80 STU HDPH 474746	Invictus Personal Property
ULTRASONE HFI2400 OPEN BACK HDPH	Invictus Personal Property
APPLE MAC PRO 12 CORE 2.66GHZ 12GB RAM 1TB HD	Invictus Personal Property
(2) APPLE 27IN FLAT PANEL LED CINEMA DISPLAY MC007LL/A	Invictus Personal Property
AVID HDX2 16X16 SYSTEM 9935-65120-00	Invictus Personal Property
AVID HD I/O 16X16 ANALOG 99005867000	Invictus Personal Property
APOGEE 201033000000 BIG BEN 192K MST DIGI CLOCK	Invictus Personal Property
TASCAM CDRW901SL PRO CD REC	Invictus Personal Property
APC SMT1500RM2U SMART UPS 1500A RM 120V	Invictus Personal Property
(3) FURMAN PLPLUSC 15AMP PWR COND W/VOLTMETER	Invictus Personal Property
(2) NEVE AM5343 8816 16/2 SUMMING BUS MIXER	Invictus Personal Property
(2) NEVE AM9353 8816 FADER PACK	Invictus Personal Property
(4) PURPLE AUDIO SWEET TEN RAC	Invictus Personal Property
(6) API 512C 1CH MOD MIC PRE	Invictus Personal Property
(2) BURL B1 MIC PRE DI	Invictus Personal Property
(2) BURL B1D MIC PRE 500 SERIES	Invictus Personal Property
(4) NEVE 1073LB MONO MIC PREAMP MOD AM5723	Invictus Personal Property
(2) CHANDLER GERM500MKII GERMANIUM 500 MKII 500 SER MODULE	Invictus Personal Property
(2) MILLENNIA HV35 500 SERIES PRE	Invictus Personal Property
(2) CHANDLER LITTLE DEVIL PRE	Invictus Personal Property
(2) GRACE M501 500 SERIES PREAMP	Invictus Personal Property
(2) DAKING MIC PRE 500 MIC PREAMP MOD	Invictus Personal Property
(4) API 550B PARAMETRIC EQ	Invictus Personal Property
(4) API 560 10 BAND GRAPHIC EQ	Invictus Personal Property
(2) NEVE 1073LBEQ MONO EQ MOD AM5744	Invictus Personal Property
(2) NEVE 2264ALB 500 SER COMP / LIMITER	Invictus Personal Property
(2) PURPLE AUDIO ACTION 500 SERI ES FET COMP	Invictus Personal Property

12245

York County Prothonotary Civil E-Filed - 9 Dec 2022 04:03:35 PM
York County Prothonotary Civil E-Filed - 12 Aug 2022 01:08:10 PM
Case Number: 2022-SU-001968

	ITEMS	OWNERSHIP
	(2) CHANDLER LITTLE DEVIL COMP	Invictus Personal Property
	AVALON U5 DIRECT BOX	Invictus Personal Property
	AVALON RM1 M5 RACK KIT	Invictus Personal Property
	(4) COUNTRYMAN DT85 FET ACTIVE DIRECT BOX	Invictus Personal Property
	(4) RADIAL JDI MKIII PASSIVE DI BOX R8001010	Invictus Personal Property
	WAVES VSSD MERCURY TDM USW379-1362-612	Invictus Personal Property
	UA PCIOUL UAD-2 OCTO ULTIMATE PCIE DSP ACCELERATOR	Invictus Personal Property
	CELEMONY MELODYNE STUDIO BNDL 1011051	Invictus Personal Property
	AVID VSSD PRO COMPRESSOR 9511-65471-00	Invictus Personal Property
	AVID VSSD PRO EXPANDER 9511-65472-00	Invictus Personal Property
	AVID VSSD PRO LIMITER 9511-65473-00	Invictus Personal Property
	DIGIDESIGN VSSD REEL TAPE SUITE 81155530300	Invictus Personal Property
	DIGIDESIGN VSSD REVERB ONE 81151262400	Invictus Personal Property
	104926696 DIGIDESIGN VSSD REVIBE 81151380000	Invictus Personal Property
	DIGIDESIGN VSSD SOUND REPLACER 81151262500	Invictus Personal Property
	STEVEN SLATE DRUMS PLAT 4.0 VSSD	Invictus Personal Property
	AVID PRO TOOLS CST MAC KYBD	Invictus Personal Property
	KENSINGTON EXPERT MOUSE PRO	Invictus Personal Property
	(4) ATLAS SB36W STU MIC BOOM STAND W/CAST CHROME/EBONY	Invictus Personal Property
	(22) DRPRO MS1510BK / DR210 TRIPOD MIC BOOM STAND BLK	Invictus Personal Property
	(8) DRPRO MS1500BK / DR259 LOW P ROFILE MIC BOOM STAND BLK	Invictus Personal Property
	(30) MOGAMI PJM2400 24IN PATCH CABLE TT-TT BLK	Invictus Personal Property
	(30) MOGAMI PJM1800 18IN TT-TT CABLE PATCH BLK	Invictus Personal Property
	(10) MOGAMI GOLD STUDIO 15 15FT MIC CABLE	Invictus Personal Property
	(24) MOGAMI GOLD STUDIO 25 25FT QUAD MIC CABLE	Invictus Personal Property
	(6) MOGAMI GOLD STUDIO 50 50FT QUAD MIC CABLE	Invictus Personal Property
	(10) MOGAMI GOLD INST 18 18FT INST CABLE	Invictus Personal Property
	(10) MOGAMI GOLD INST 25 25FT INST CABLE	Invictus Personal Property
	Think Loud Holdings, LLC	Invictus Personal Property
	MCI JH24 2IN 24-TRACK TAPE MACHINE	Invictus Personal Property
	(2) Ampeg Heritage Series SVT-CL 2011 300W Tube Bass Amp Head	Invictus Personal Property
	(2) AMPEG HSVT810EA HERITAGE 8X10 800W BASS CAB	Invictus Personal Property
	(2) MARSHALL 1936 2X12 150W GTR CAB	Invictus Personal Property
	(2) GATOR GTOURAMP212 TOUR STYLE AMP TRANSPORTER	Invictus Personal Property
	SOUND ANCHOR SMALL FREESTANDING LCD STAND W REDMOUNT	Invictus Personal Property
	SOUND ANCHOR DAW1XMB MOUNTING BRACKET	Invictus Personal Property
	(2) PRESONUS HP4 4CH HDPH DIST AMP	Invictus Personal Property
	SHURE BETA52A / BETA52 DYN MIC	Invictus Personal Property
	(3) SHURE SM57LC DYN MIC	Invictus Personal Property
	(3) SHURE KSM137/SL STU CNDSR MIC	Invictus Personal Property
	(3) SHURE BETA58A SUPERCARDIOID DYN MIC	Invictus Personal Property
	SENNHEISER E604 (3 PACK) CARDIOID DRUM MIC	Invictus Personal Property
	(3) SENNHEISER E904 EVOLUTION 900 SER DRUM MIC	Invictus Personal Property
	(3) SENNHEISER MD421U MKII CARDIOID DYN MIC 000984	Invictus Personal Property
	(2) RADIAL J48 MKII ACTIVE PHANTOM PWR DIRECT BOX R800300	Invictus Personal Property
	(3) ULTIMATE TOUR LT OVERSIZED W EIGHTED BASE MIC STAND 17197	Invictus Personal Property
	(3) ULTIMATE ULTIBOOMTB BOOM ARM	Invictus Personal Property
	DRPRO MS1500BK / DR259 LOW P ROFILE MIC BOOM STAND BLK	Invictus Personal Property
	(4) ON STAGE MSA9508 POSI-LOK 7I N SIDE MNT BOOM ARM	Invictus Personal Property
	(10) WHIRLWIND MK410 10' MIC CABLE	Invictus Personal Property
	(10) WHIRLWIND MK420 20FT MIC CABLE	Invictus Personal Property
	(3) WHIRLWIND MK430 30FT MIC CABLE	Invictus Personal Property
	Think Loud Holdings, LLC	Invictus Personal Property
	PANASONIC AG-HPX250PJ P2 HD HANDHELD CAMCORDER	Invictus Personal Property
	MANFROTTO 504HD-S46BK 2-STAGE ALUMINUM TRIPOD SYSTEM	Invictus Personal Property
	(9) PANASONIC AWHE60SN HDSDI PTZ CAMERA	Invictus Personal Property
	(2) PANASONIC AW-HS50N HD-SD LIVE SWITCHER	Invictus Personal Property
	PANASONIC AJ-PCD35 FIVE-SLOT P2 SOLID-STATE MEMORY DRIVE	Invictus Personal Property
	(2) PANASONIC AWRP50 CAMERA CONTROLLER	Invictus Personal Property
	(2) PANASONIC BTLH1850 18.5IN HD/SD LCD WIDESCREEN MONITOR	Invictus Personal Property
	(2) PANASONIC PLCD24HD 24" HD LCD MONITOR	Invictus Personal Property
	(2) Ocean Way Audio AS1 Loud Speaker	Invictus Personal Property
	(2) OCEAN WAY CUSTOM AS1 ROAD CASE	Invictus Personal Property
	LAB GRUPPEN FP7000/SP 2CH AMPLIFIER A	Invictus Personal Property
1rst floor		
	Think Loud Music	Owned by Third Party, Not Invictus One LLC
	Found in cabinets and draws/band storage	Owned by Third Party, Not Invictus One LLC

#12256

#12254

York County Prothonotary Civil E-Filed - 9 Dec 2022 04:03:35 PM

GC PRO

Quote

Quote #	122249
Date	10/15/2013
Expires	11/14/2013
Account Manager	Billy Walker
Mobile Number	310.310.0949
GC Customer ID	
Client PO#	
Memo	
Deposit Amount	

www.gcpro.com

Bill To
Think Loud Holdings, LLC
30 North Queen Street
Suite 300
Lancaster PA 17603

Ship To
Think Loud Holdings, LLC
30 North Queen Street
Suite 300
Lancaster PA 17603

Item ID	ID / Description	Quantity	Unit Price	Sale Amount
105493472	ADAM S3XH PWRD STUDIO MON (EA)	2	3,500.00	7,000.00
107594285	SOUND ANCHOR ADJ1PAIR 44IN TALL MON STAND	1	616.00	616.00
058494-1439	BRYSTON 4BSST2PRO 300 WATTS STEREO AMP	1	4,995.00	4,995.00
104136288	ADAM SUB10MK2 10IN 200W PWRD SUB ENCL	1	1,549.00	1,549.00
108563735	APPLE MAC PRO 12 CORE 2.66GHZ 12GB RAM 1TB HD	0	4,999.00	0.00
104139290	APPLE CARE FOR MAC PRO MC244LL/A	0	249.00	0.00
106224512	APPLE 27IN FLAT PANEL LED CINEMA DISPLAY MC007LL/A	0	999.00	0.00
106705254	APPLE VESA MNT ADAPT KIT FOR IMAC AND LED CINEMA DISPLAY MC	2	39.00	78.00
033423-792	SOUND ANCHOR DAW2X DAW STAND 2 REDMOUNT VESA MOUNT	1	790.00	790.00
107407389	AVID HDX2 16X16 SYSTEM 9935-65120-00	1	18,999.00	18,999.00
1074073711	AVID HDX PCIE CARD W/ PURCHASE OF SYS 99356512200	1	6,999.00	6,999.00
106206311	AVID HD I/O 16X16 ANALOG 99005867000	1	4,995.00	4,995.00
106206303	AVID HD I/O 8X8X8 99005866900	2	3,995.00	7,990.00
104502281	ANTELOPE ISOCHRONE OCXV VIDE O ENABLED HIGH	1	2,295.00	2,295.00

Pro Coverage

Pro Coverage is available on selected quoted items extending and upgrading your manufacturer's warranty. Ask your GC Pro Account Manager for details.

Wire Transfer Details

Wells Fargo Bank
Woodland Hills, CA 91367
Acct#: 4375-679289
ABA#: 121000248

York County Prothonotary Civil E-Filed - 9 Dec 2022 04:03:35 PM

GCPRO

Quote

Quote # 122249
Date 10/15/2013

www.gcpro.com

Bill To
Think Loud Holdings, LLC
30 North Queen Street
Suite 300
Lancaster PA 17603

Ship To
Think Loud Holdings, LLC
30 North Queen Street
Suite 300
Lancaster PA 17603

Item ID	ID / Description	Quantity	Unit Price	Sale Amount
	RES AUDIO CLOCK			
104474374	ANTELOPE ISOCHRONE DA HIGH R ES AUDIO CLOCK DA W/ ULTRA LOW	1	1,095.00	1,095.00
104804711	MAGMA EB7 7 SLOT PCIE EXP CHASSIS	1	2,799.00	2,799.00
104150388	TASCAM DVRA1000HD STEREO DVD/CD REC 60GBHD	1	2,499.00	2,499.00
107935447-1	APC SMT1500RM2U SMART UPS 1500A RM 120V	1	749.00	749.00
102025509	RADIAL R8007000 JD7 GTR DIST SYS	1	1,200.00	1,200.00
104514757	BRICASTI DESIGN M7 STEREO REVERB PROC (SPO FOR 116 231 &	1	3,695.00	3,695.00
104147822	WAVES VSSD MERCURY TDM USW379-1362-612	1	9,900.00	9,900.00
108441239	UA PCIOUL UAD-2 OCTO ULTIMATE PCIE DSP ACCELERATOR	1	6,879.00	6,879.00
105945976	CELEMONY MELODYNE STUDIO 3 / EDITOR BNDL 1111051	1	699.00	699.00
100206450	AKG C12VR VINT TUBE MIC SYS	1	5,499.00	5,499.00
100218393	SENNHEISER MD421U MKII CARDIOID DYN MIC 000984	4	570.00	2,280.00
103559795	MOGAMI PJM2400 24IN PATCH CABLE TT-TT BLK	30	39.00	1,170.00
100102993	MOGAMI PJM1800 18IN TT-TT CABLE PATCH BLK	30	29.00	870.00

Payment 1: $42,698.46 (due at time of order)
Payment 2: $42,698.47 (due prior to delivery)

Subtotal	95,640.00
Shipping & Handling (UPS)	250.00
Tax (PA_9 6.0%)	5,738.40
Total	$101,628.40

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ABA#: 121000248

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GC PRO

Quote

Quote #	122236
Date	10/15/2013
Expires	11/14/2013
Account Manager	Billy Walker
Mobile Number	310.310.0949
GC Customer ID	
Client PO#	
Memo	
Deposit Amount	

www.gcpro.com

Bill To
Think Loud Holdings, LLC
30 North Queen Street
Suite 300
Lancaster PA 17603

Ship To
Think Loud Holdings, LLC
30 North Queen Street
Suite 300
Lancaster PA 17603

Item ID	ID / Description	Quantity	Unit Price	Sale Amount
106076052	OCEAN WAY HR2 MON SYS	1	65,000.00	65,000.00
102516127	QSC RMX5050 STEREO PWR AMP	1	2,550.00	2,550.00
101818409	QSC RMX1850HD STEREO PWR AMP	1	750.00	750.00
034343-305	PASS LABS XA30.5 STEREO CLASS A 30W AMP	1	5,500.00	5,500.00
105608921	ADAM S4XH MIDFIELD MON	2	5,085.00	10,170.00
034343-089	MEYER SOUND UMS-1P ULTRA COMPACT SUBWOOFER	1	3,197.00	3,197.00
107594285	SOUND ANCHOR ADJ1PAIR 44IN TALL MON STAND	1	616.00	616.00
109103523	AVIOM AN16IV2 16CH LINE INPU T MODULE	2	1,319.00	2,638.00
103807020	AVIOM A16DPRO A-NET 16CH DISTRIBUTOR 990312100020	2	1,450.00	2,900.00
108869017	AVIOM A360 36CH PERS MIXER	6	799.00	4,794.00
108869025	AVIOM MT1A MIC STAND MNT	6	31.00	186.00
101641876	ATLAS MS12C RND BASE MIC STA ND BLK	6	90.00	540.00
101174506	SONY MDR7506 HDPH	6	130.00	780.00
105486328	SHURE SRH840 PRO MONITORING HDPH	6	250.00	1,500.00
102512019	BEYER DT770PRO-80 STU HDPH 474746	2	249.00	498.00

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GC PRO

Quote

Quote # 122236
Date 10/15/2013

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Think Loud Holdings, LLC
30 North Queen Street
Suite 300
Lancaster PA 17603

Ship To
Think Loud Holdings, LLC
30 North Queen Street
Suite 300
Lancaster PA 17603

Item ID	ID / Description	Quantity	Unit Price	Sale Amount
033423-776	ULTRASONE HFI2400 OPEN BACK HDPH	1	329.00	329.00
033423-527	RAXXESS NG1F4428 GANGABLE RACK 44U 28IN DEEP	2	1,265.00	2,530.00
101264273	FURMAN ASD120 120V PWR DIST	2	799.00	1,598.00
105184600	FURMAN PLPLUSC 15AMP PWR COND W/VOLTMETER	4	280.00	1,120.00
061526-000496	NEVE PL31073-CV MONO EQ VERTICAL MOD	4	4,295.00	17,180.00
033423-793	NEVE PL31084-CV MONO EQ VERTICAL MOD	4	4,495.00	17,980.00
061526-000498	NEVE AM5033 1073/1084 5U RACK WITH PSU	1	3,550.00	3,550.00
102114329	CHANDLER TG2 STEREO MIC PRE	1	2,310.00	2,310.00
033423-780	MILLENNIA HV37 2CH MIC/INST PREAMPLIFIER	1	1,600.00	1,600.00
102645819	MARTECH MSS10 SNGL CHNL MIC PRE	1	1,995.00	1,995.00
103950895	GML 8200 2CJ 5 BAND PARA EQ W/ GML 8355 EXT PWR SUPPLY	1	5,525.00	5,525.00
103936910	MANLEY SPEQ STEREO PULTEC EQP1A PASSIVE TUBE EQ CUSTOM T	1	3,600.00	3,600.00
104086582	CHANDLER GERMANIUM TONECONTROL EQ	1	1,680.00	1,680.00
104805510	PURPLE AUDIO SWEET TEN RAC	1	800.00	800.00
107080947	API 550A PARAMETRIC EQ	4	1,195.00	4,780.00

Pro Coverage!

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Wire Transfer Details

Wells Fargo Bank
Woodland Hills, CA 91367
Acct#: 4375-679289
ABA#: 121000248

York County 19th Ministry Civil E-Filed - 9 Dec 2022 04:03:35 PM

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Quote

Quote # 122236
Date 10/15/2013

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30 North Queen Street
Suite 300
Lancaster PA 17603

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Think Loud Holdings, LLC
30 North Queen Street
Suite 300
Lancaster PA 17603

Item ID	ID / Description	Quantity	Unit Price	Sale Amount
102801370	API API560 10 BAND GRAPHIC EQ	4	895.00	3,580.00
102674793	API 525 COMP / LIMIT 9990626	2	1,195.00	2,390.00
101914919	EMPIRICAL LABS EL8X/S STEREO PAIR DISTRESSOR W/IMAGE/BRITIS	2	3,300.00	6,600.00
102044955	CHANDLER TG1 STEREO COMP	1	4,080.00	4,080.00
100889252	UNIVERSAL AUDIO LA2A LEVELING AMP	1	3,599.00	3,599.00
102125598	MANLEY MELOPB ELOP STEREO ELECTRO OPTICAL LIMITER W TUBE	1	3,300.00	3,300.00
104775788	PURPLE AUDIO MC77 FET LIMIT AMP	2	1,650.00	3,300.00
105617591	NEVE 33609 J/D STEREO COMP	1	5,300.00	5,300.00
102943529	GML 8900 2CH DYNAMIC RANGE C TRL W. GML 9015 PSU-COMBO	1	5,500.00	5,500.00
108872623	AVID VSSD PRO COMPRESSOR 9511-65471-00	1	99.00	99.00
108872631	AVID VSSD PRO EXPANDER 9511-65472-00	1	99.00	99.00
109099119	AVID VSSD PRO LIMITER 9511-65473-00	1	299.00	299.00
104926670	DIGIDESIGN VSSD REEL TAPE SUITE 81155530300	1	299.00	299.00
104926688	DIGIDESIGN VSSD REVERB ONE 81151262400	1	299.00	299.00
104926696 D...	104926696 DIGIDESIGN VSSD REVIBE 81151380000	1	499.00	499.00

Pro Coverage!

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Wire Transfer Details

Wells Fargo Bank
Woodland Hills, CA 91367
Acct#: 4375-679289
ABA#: 121000248

York County 45th Judicial Civil E-Filed - 9 Dec 2022 04:03:35 PM

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Quote

Quote # 122236
Date 10/15/2013

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Bill To
Think Loud Holdings, LLC
30 North Queen Street
Suite 300
Lancaster PA 17603

Ship To
Think Loud Holdings, LLC
30 North Queen Street
Suite 300
Lancaster PA 17603

Item ID	ID / Description	Quantity	Unit Price	Sale Amount
104926738-1	DIGIDESIGN VSSD SOUND REPLACER 81151262500	1	299.00	299.00
107442303	STEVEN SLATE DRUMS PLAT 4.0 VSSD	1	399.00	399.00
107451155	AVID PRO TOOLS CST MAC KYBD	1	119.00	119.00
KENSINGTON	KENSINGTON EXPERT MOUSE PRO	1	120.00	120.00
100043085	COUNTRYMAN DT85 FET ACTIVE DIRECT BOX	4	299.00	1,196.00
101540474	RADIAL JDI MKIII PASSIVE DI BOX R8001010	4	220.00	880.00
105772925	BRICASTI SYSTEM1 M10 / M7M REVERB PKG	1	4,995.00	4,995.00
106201544	TC 902111011 6000 MAINFRAME W/DIGI I/O + TC ICON	1	13,995.00	13,995.00
033423-778	TC 903CCCC10 ADA 24/96 CONVERTER CARD	3	1,995.00	5,985.00
033423-779	TC 905MD5100 MULTI-CHANNEL MASTERING LICENSE	1	2,995.00	2,995.00
104777008	LEXICON PCM96 STEREO REVERB	1	3,499.00	3,499.00
105810519	AKG C414 XLS MULTI-PATTERN LG DIA CNDSR MIC 3059Z00050	2	1,299.00	2,598.00
101567188	AKG C451B CNDSR MIC	2	689.00	1,378.00
100821677	AKG C535EB CARDIOID CNDSR MI C	1	449.00	449.00
100098598	AKG D112 CARDIOID DYN MIC	1	279.00	279.00

Pro Coverage!

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Wire Transfer Details

Wells Fargo Bank
Woodland Hills, CA 91367
Acct#: 4375-679289
ABA#: 121000248

York County 45th Judicial Civil E-Filed - 9 Dec 2022 04:03:35 PM

GC PRO

Quote

Quote # 122236
Date 10/15/2013

www.gcpro.com

Bill To
Think Loud Holdings, LLC
30 North Queen Street
Suite 300
Lancaster PA 17603

Ship To
Think Loud Holdings, LLC
30 North Queen Street
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Lancaster PA 17603

Item ID	ID / Description	Quantity	Unit Price	Sale Amount
103641213	BEYER M160 DYNAMIC DOUBLE RI BBON HYPERCARDIOD MIC 100668	2	799.00	1,598.00
103719548	BOCK AUDIO 251 / SOUNDELUX ELUX251 TUBE CNDSR MIC	1	5,550.00	5,550.00
105333736	COLES 4038MP RIBBON MIC MATCHED PR	1	2,776.00	2,776.00
104069901	EV RE20 DYN MIC	1	798.00	798.00
100068538	EV 309A SUSPENSION MIC SHKMT MOUNT	1	90.00	90.00
100258785	NEUMANN SKM184MT (PR) STEREO CARDIOID MIC SET MATTE BLK 008	1	2,199.00	2,199.00
100327271	NEUMANN U89I STU CNDSR MIC NCKL	1	3,049.00	3,049.00
106372717	ROYER R121MP R121 RIBBON MIC STEREO MATCHED PAIR	2	2,840.00	5,680.00
100115171	SENNHEISER MD441U SUPERCARDIOD DYNAMID MIC	1	1,350.00	1,350.00
104990445	SENNHEISER MKH8040 CNDSR CARDIOD MIC	2	1,948.00	3,896.00
100038239	SHURE SM57LC DYN MIC	6	146.00	876.00
100038284	SHURE SM58LC DYN MIC	2	188.00	376.00
100269742	SHURE BETA52A / BETA52 DYN MIC	1	336.00	336.00
101182590	SHURE SM81LC CARDIOID CNDSR MIC	2	562.00	1,124.00

Pro Coverage!

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Wells Fargo Bank
Woodland Hills, CA 91367
Acct#: 4375-679289
ABA#: 121000248

York County 45th Judicial Civil E-Filed - 9 Dec 2022 04:03:35 PM

GC PRO

Quote

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Think Loud Holdings, LLC
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Suite 300
Lancaster PA 17603

Item ID	ID / Description	Quantity	Unit Price	Sale Amount
101376515	SHURE SM7B DYN STU VOC MIC	1	619.00	619.00
107193997	STERLING ST6050 OCEAN WAY ED ITION FET REC MIC	2	1,599.00	3,198.00
106072176	YAMAHA SKRM100 SUBKICK DRUM LOW FREQ ENHANCER	1	669.00	669.00
102063781	ATLAS SB36W STU MIC BOOM STAND W/CAST CHROME/EBONY	4	633.00	2,532.00
101810125	DRPRO MS1510BK / DR210 TRIPOD MIC BOOM STAND BLK	22	89.00	1,958.00
101810141	DRPRO MS1500BK / DR259 LOW P ROFILE MIC BOOM STAND BLK	8	79.00	632.00
103559795	MOGAMI PJM2400 24IN PATCH CABLE TT-TT BLK	30	18.00	540.00
100102993	MOGAMI PJM1800 18IN TT-TT CABLE PATCH BLK	30	24.00	720.00
101957843	MOGAMI GOLD STUDIO 15 15FT MIC CABLE	10	54.00	540.00
102311255	MOGAMI GOLD STUDIO 25 25FT QUAD MIC CABLE	24	69.00	1,656.00
102228541	MOGAMI GOLD STUDIO 50 50FT QUAD MIC CABLE	6	109.00	654.00
102318722	MOGAMI GOLD INST 18 18FT INST CABLE	10	59.00	590.00
102670197	MOGAMI GOLD INST 25 25FT INST CABLE	10	62.00	620.00

Payment 1: $126,188.28 (due upon order)
Payment 2: $126,188.28 (due 15 days after delivery)

Subtotal	291,251.00
Shipping & Handling (UPS)	1,500.00
Tax (PA_9 6.0%)	17,475.06
Total	$310,226.06

Pro Coverage!

Pro Coverage is available on selected quoted items extending and upgrading your manufacturer's warranty. Ask your GC Pro Account Manager for details.

Wire Transfer Details

Wells Fargo Bank
Woodland Hills, CA 91367
Acct#: 4375-679289
ABA#: 121000248

York County 45th Ministry Civil E-Filed - 9 Dec 2022 04:03:35 PM

GC PRO

Quote

Quote #	122245
Date	10/15/2013
Expires	11/14/2013
Account Manager	Billy Walker
Mobile Number	310.310.0949
GC Customer ID	
Client PO#	
Memo	
Deposit Amount	

www.gcpro.com

Bill To
Think Loud Holdings, LLC
30 North Queen Street
Suite 300
Lancaster PA 17603

Ship To
Think Loud Holdings, LLC
30 North Queen Street
Suite 300
Lancaster PA 17603

Item ID	ID / Description	Quantity	Unit Price	Sale Amount
107018269	AVID MC CONTROL 2 ARTIST SERIES 99006502700	1	1,649.00	1,649.00
106887177	AVID MC MIX ARTIST SERIES BLK 99006516900	2	1,999.00	3,998.00
106339922	GRACE A906 M906 HIGH FIDELITY 5.1 MON SYS W/ REMOTE	1	5,995.00	5,995.00
058494-1439	BRYSTON 4BSST2PRO 300 WATTS STEREO AMP	1	4,995.00	4,995.00
034343-089	MEYER SOUND UMS-1P ULTRA COMPACT SUBWOOFER	1	3,197.00	3,197.00
033423-963	MDG CUSTOM AS1 SPEAKER PEDESTAL PAIR	1	1,000.00	1,000.00
109103523	AVIOM AN16IV2 16CH LINE INPU T MODULE	2	1,319.00	2,638.00
103807020	AVIOM A16DPRO A-NET 16CH DISTRIBUTOR 990312100020	2	1,450.00	2,900.00
108869017	AVIOM A360 36CH PERS MIXER	6	799.00	4,794.00
108869025	AVIOM MT1A MIC STAND MNT	6	31.00	186.00
101641876	ATLAS MS12C RND BASE MIC STA ND BLK	6	90.00	540.00
101174506	SONY MDR7506 HDPH	6	130.00	780.00
105486328	SHURE SRH840 PRO MONITORING HDPH	6	250.00	1,500.00
102512019	BEYER DT770PRO-80 STU HDPH 474746	2	249.00	498.00
033423-776	ULTRASONE HFI2400 OPEN BACK HDPH	1	329.00	329.00

Pro Coverage!

Pro Coverage is available on selected quoted items extending and upgrading your manufacturer's warranty. Ask your GC Pro Account Manager for details.

Wire Transfer Details

Wells Fargo Bank
Woodland Hills, CA 91367
Acct#: 4375-679289
ABA#: 121000248

York County Prothonotary Civil E-Filed - 9 Dec 2022 04:03:35 PM

GC PRO

Quote

Quote # 122245
Date 10/15/2013

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Bill To
Think Loud Holdings, LLC
30 North Queen Street
Suite 300
Lancaster PA 17603

Ship To
Think Loud Holdings, LLC
30 North Queen Street
Suite 300
Lancaster PA 17603

Item ID	ID / Description	Quantity	Unit Price	Sale Amount
108563735	APPLE MAC PRO 12 CORE 2.66GHZ 12GB RAM 1TB HD	1	4,999.00	4,999.00
106224512	APPLE 27IN FLAT PANEL LED CINEMA DISPLAY MC007LL/A	2	999.00	1,998.00
107407389	AVID HDX2 16X16 SYSTEM 9935-65120-00	1	18,999.00	18,999.00
106206311	AVID HD I/O 16X16 ANALOG 99005867000	1	4,995.00	4,995.00
102305877	APOGEE 201033000000 BIG BEN 192K MST DIGI CLOCK	1	1,495.00	1,495.00
104640370	TASCAM CDRW901SL PRO CD REC	1	1,125.00	1,125.00
107935447-1	APC SMT1500RM2U SMART UPS 1500A RM 120V	1	749.00	749.00
105184600	FURMAN PLPLUSC 15AMP PWR COND W/VOLTMETER	3	280.00	840.00
103815809	NEVE AM5343 8816 16/2 SUMMING BUS MIXER	2	3,695.00	7,390.00
033423-910	NEVE AM9353 8816 FADER PACK	2	1,995.00	3,990.00
104805510	PURPLE AUDIO SWEET TEN RAC	4	800.00	3,200.00
101932259	API 512C 1CH MOD MIC PRE	6	895.00	5,370.00
107588527	BURL B1 MIC PRE DI	2	899.00	1,798.00
060843-0043	BURL B1D MIC PRE 500 SERIES	2	775.00	1,550.00
107610073	NEVE 1073LB MONO MIC PREAMP MOD AM5723	4	995.00	3,980.00

Pro Coverage!

Pro Coverage is available on selected quoted items extending and upgrading your manufacturer's warranty. Ask your GC Pro Account Manager for details.

Wire Transfer Details

Wells Fargo Bank
Woodland Hills, CA 91367
Acct#: 4375-679289
ABA#: 121000248

York County 19th Judicial Civil E-Filed - 9 Dec 2022 04:03:35 PM

GC PRO

Quote

Quote # 122245
Date 10/15/2013

www.gcpro.com

Bill To
Think Loud Holdings, LLC
30 North Queen Street
Suite 300
Lancaster PA 17603

Ship To
Think Loud Holdings, LLC
30 North Queen Street
Suite 300
Lancaster PA 17603

Item ID	ID / Description	Quantity	Unit Price	Sale Amount
108437393-1	CHANDLER GERM500MKII GERMANIUM 500 MKII 500 SER MODULE	2	1,060.00	2,120.00
106887169	MILLENNIA HV35 500 SERIES PRE	2	799.00	1,598.00
107629206	CHANDLER LITTLE DEVIL PRE	2	999.00	1,998.00
106060841	GRACE M501 500 SERIES PREAMP	2	625.00	1,250.00
107045262	DAKING MIC PRE 500 MIC PREAMP MOD	2	600.00	1,200.00
102088549	API 550B PARAMETRIC EQ	4	1,195.00	4,780.00
104634811	API 560 10 BAND GRAPHIC EQ	4	795.00	3,180.00
107610065	NEVE 1073LBEQ MONO EQ MOD AM5744	2	1,295.00	2,590.00
107577066	NEVE 2264ALB 500 SER COMP / LIMITER	2	1,395.00	2,790.00
104807375	PURPLE AUDIO ACTION 500 SERI ES FET COMP	2	725.00	1,450.00
105344881	CHANDLER LITTLE DEVIL COMP	2	1,155.00	2,310.00
100328643	AVALON U5 DIRECT BOX	1	650.00	650.00
100721489	AVALON RM1 M5 RACK KIT	1	80.00	80.00
100043085	COUNTRYMAN DT85 FET ACTIVE DIRECT BOX	4	238.00	952.00
101540474	RADIAL JDI MKIII PASSIVE DI BOX R8001010	4	220.00	880.00
104147822	WAVES VSSD MERCURY TDM USW379-1362-612	1	12,500.00	12,500.00

Pro Coverage!

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Wire Transfer Details

Wells Fargo Bank
Woodland Hills, CA 91367
Acct#: 4375-679289
ABA#: 121000248

York County 45th Judicial District Civil E-Filed - 9 Dec 2022 04:03:35 PM

GC PRO

Quote

Quote # 122245
Date 10/15/2013

www.gcpro.com

Bill To
Think Loud Holdings, LLC
30 North Queen Street
Suite 300
Lancaster PA 17603

Ship To
Think Loud Holdings, LLC
30 North Queen Street
Suite 300
Lancaster PA 17603

Item ID	ID / Description	Quantity	Unit Price	Sale Amount
108441239	UA PCIOUL UAD-2 OCTO ULTIMATE PCIE DSP ACCELERATOR	1	6,879.00	6,879.00
106393549	CELEMONY MELODYNE STUDIO BNDL 1011051	1	699.00	699.00
108872623	AVID VSSD PRO COMPRESSOR 9511-65471-00	1	99.00	99.00
108872631	AVID VSSD PRO EXPANDER 9511-65472-00	1	99.00	99.00
109099119	AVID VSSD PRO LIMITER 9511-65473-00	1	299.00	299.00
104926670	DIGIDESIGN VSSD REEL TAPE SUITE 81155530300	1	299.00	299.00
104926688	DIGIDESIGN VSSD REVERB ONE 81151262400	1	299.00	299.00
104926696 D...	104926696 DIGIDESIGN VSSD REVIBE 81151380000	1	299.00	299.00
104926738-1	DIGIDESIGN VSSD SOUND REPLACER 81151262500	1	299.00	299.00
107442303	STEVEN SLATE DRUMS PLAT 4.0 VSSD	1	399.00	399.00
107451155	AVID PRO TOOLS CST MAC KYBD	1	119.00	119.00
KENSINGTON	KENSINGTON EXPERT MOUSE PRO	1	120.00	120.00
102063781	ATLAS SB36W STU MIC BOOM STAND W/CAST CHROME/EBONY	4	633.00	2,532.00
101810125	DRPRO MS1510BK / DR210 TRIPOD MIC BOOM STAND BLK	22	89.00	1,958.00

Pro Coverage

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Wire Transfer Details

Wells Fargo Bank
Woodland Hills, CA 91367
Acct#: 4375-679289
ABA#: 121000248

York County Prothonotary Civil E-Filed - 9 Dec 2022 04:03:35 PM

GC PRO

Quote

Quote # 122245
Date 10/15/2013

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Bill To
Think Loud Holdings, LLC
30 North Queen Street
Suite 300
Lancaster PA 17603

Ship To
Think Loud Holdings, LLC
30 North Queen Street
Suite 300
Lancaster PA 17603

Item ID	ID / Description	Quantity	Unit Price	Sale Amount
101810141	DRPRO MS1500BK / DR259 LOW P ROFILE MIC BOOM STAND BLK	8	79.00	632.00
103559795	MOGAMI PJM2400 24IN PATCH CABLE TT-TT BLK	30	39.00	1,170.00
100102993	MOGAMI PJM1800 18IN TT-TT CABLE PATCH BLK	30	39.00	1,170.00
101957843	MOGAMI GOLD STUDIO 15 15FT MIC CABLE	10	54.00	540.00
102311255	MOGAMI GOLD STUDIO 25 25FT QUAD MIC CABLE	24	69.00	1,656.00
102228541	MOGAMI GOLD STUDIO 50 50FT QUAD MIC CABLE	6	109.00	654.00
102318722	MOGAMI GOLD INST 18 18FT INST CABLE	10	59.00	590.00
102670197	MOGAMI GOLD INST 25 25FT INST CABLE	10	62.00	620.00

Payment 1: $66,628.79 (due upon order)
Payment 2: $66,628.79 (due 15 days after delivery)

Subtotal	159,236.00
Shipping & Handling (UPS)	500.00
Tax (PA_9 6.0%)	9,554.16
Total	$169,290.16

Pro Coverage

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Wire Transfer Details

Wells Fargo Bank
Woodland Hills, CA 91367
Acct#: 4375-679289
ABA#: 121000248

York County Prothonotary Civil E-Filed - 9 Dec 2022 04:03:35 PM

GC PRO

Quote

Quote #	122256
Date	10/15/2013
Expires	11/14/2013
Account Manager	Billy Walker
Mobile Number	310.310.0949
GC Customer ID	
Client PO#	
Memo	
Deposit Amount	

www.gcpro.com

Bill To
Think Loud Holdings, LLC
30 North Queen Street
Suite 300
Lancaster PA 17603

Ship To
Think Loud Holdings, LLC
30 North Queen Street
Suite 300
Lancaster PA 17603

Item ID	ID / Description	Quantity	Unit Price	Sale Amount
033423-400	MCI JH24 2IN 24-TRACK TAPE MACHINE	1	7,500.00	7,500.00
107629867	Ampeg Heritage Series SVT-CL 2011 300W Tube Bass Amp Head	2	2,000.00	4,000.00
106689706	AMPEG HSVT810EA HERITAGE 8X10 800W BASS CAB	2	1,819.00	3,638.00
100197796	MARSHALL 1936 2X12 150W GTR CAB	2	800.00	1,600.00
108927716	GATOR GTOURAMP212 TOUR STYLE AMP TRANSPORTER	2	589.00	1,178.00
029487-110	SOUND ANCHOR SMALL FREESTANDING LCD STAND W REDMOUNT VESAMOU	1	499.00	499.00
033423-909	SOUND ANCHOR DAW1XMB MOUNTING BRACKET	1	39.00	39.00
102226354	PRESONUS HP4 4CH HDPH DIST AMP	2	159.00	318.00
100269742	SHURE BETA52A / BETA52 DYN MIC	1	336.00	336.00
100038239	SHURE SM57LC DYN MIC	3	146.00	438.00
102166790	SHURE KSM137/SL STU CNDSR MIC	3	575.00	1,725.00
100059222	SHURE BETA58A SUPERCARDIOID DYN MIC	3	300.00	900.00
101184661	SENNHEISER E604 (3 PACK) CARDIOID DRUM MIC	1	530.00	530.00
103113635	SENNHEISER E904 EVOLUTION 900 SER DRUM MIC	3	298.00	894.00

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Wire Transfer Details

Wells Fargo Bank
Woodland Hills, CA 91367
Acct#: 4375-679289
ABA#: 121000248

York County Prothonotary Civil E-Filed - 9 Dec 2022 04:03:35 PM

GC PRO

Quote

Quote # 122256
Date 10/15/2013

www.gcpro.com

Bill To
Think Loud Holdings, LLC
30 North Queen Street
Suite 300
Lancaster PA 17603

Ship To
Think Loud Holdings, LLC
30 North Queen Street
Suite 300
Lancaster PA 17603

Item ID	ID / Description	Quantity	Unit Price	Sale Amount
100218393	SENNHEISER MD421U MKII CARDIOID DYN MIC 000984	3	570.00	1,710.00
102327269	RADIAL J48 MKII ACTIVE PHANTOM PWR DIRECT BOX R800300	2	220.00	440.00
107779241	ULTIMATE TOUR LT OVERSIZED W EIGHTED BASE MIC STAND 17197	3	129.00	387.00
105484521	ULTIMATE ULTIBOOMTB BOOM ARM	3	69.00	207.00
101810141	DRPRO MS1500BK / DR259 LOW P ROFILE MIC BOOM STAND BLK	1	79.00	79.00
100623982	ON STAGE MSA9508 POSI-LOK 7I N SIDE MNT BOOM ARM	4	21.00	84.00
100311450	WHIRLWIND MK410 10' MIC CABLE	10	16.00	160.00
100311419	WHIRLWIND MK420 20FT MIC CABLE	10	10.00	100.00
100311437	WHIRLWIND MK430 30FT MIC CABLE	3	29.00	87.00

Subtotal	26,849.00
Shipping & Handling (UPS)	0.00
Tax (PA_9 6.0%)	1,610.94
Total	$28,459.94

Pro Coverage!

Pro Coverage is available on selected quoted items extending and upgrading your manufacturer's warranty. Ask your GC Pro Account Manager for details.

Wire Transfer Details

Wells Fargo Bank
Woodland Hills, CA 91367
Acct#: 4375-679289
ABA#: 121000248

York County Prothonotary Civil E-Filed - 9 Dec 2022 04:03:35 PM

GC PRO

Quote

Quote #	122254
Date	10/15/2013
Expires	11/14/2013
Account Manager	Billy Walker
Mobile Number	310.310.0949
GC Customer ID	
Client PO#	
Memo	
Deposit Amount	

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Bill To
Think Loud Holdings, LLC
30 North Queen Street
Suite 300
Lancaster PA 17603

Ship To
Think Loud Holdings, LLC
30 North Queen Street
Suite 300
Lancaster PA 17603

Item ID	ID / Description	Quantity	Unit Price	Sale Amount
058494-1611	PANASONIC AG-HPX250PJ P2 HD HANDHELD CAMCORDER	1	6,355.00	6,355.00
033423-911	MANFROTTO 504HD-546BK 2-STAGE ALUMINUM TRIPOD SYSTEM	1	950.00	950.00
063018-10001	PANASONIC AWHE60SN HDSDI PTZ CAMERA	9	5,700.00	51,300.00
107426587	PANASONIC AW-HS50N HD-SD LIVE SWITCHER	2	4,000.00	8,000.00
033423-912	PANASONIC AJ-PCD35 FIVE-SLOT P2 SOLID-STATE MEMORY DRIVE	1	2,530.00	2,530.00
027101-792	PANASONIC AWRP50 CAMERA CONTROLLER	2	2,275.00	4,550.00
019085-1327	PANASONIC BTLH1850 18.5IN HD/SD LCD WIDESCREEN MONITOR	2	2,595.00	5,190.00
033423-917	PANASONIC PLCD24HD 24" HD LCD MONITOR	2	2,045.00	4,090.00
Ocean Way A...	Ocean Way Audio AS1 Loud Speaker	2	16,250.00	32,500.00
033423-919	OCEAN WAY CUSTOM AS1 ROAD CASE	2	1,400.00	2,800.00
LAB GRUPP...	LAB GRUPPEN FP7000/SP 2CH AMPLIFIER A	1	5,459.00	5,459.00

Payment Schedule:
100% ($190,047.44) due at time of order

Subtotal	123,724.00
Shipping & Handling (UPS)	600.00
Tax (PA_9 6.0%)	7,423.44
Total	$131,747.44

Pro Coverage!

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Wire Transfer Details

Wells Fargo Bank
Woodland Hills, CA 91367
Acct#: 4375-679289
ABA#: 121000248

York County Prothonotary Civil E-Filed - 9 Dec 2022 04:03:35 PM

THINK LOUD OWNERSHIP GROUP/120 YORK

EXHIBIT 6

York County Prothonotary Civil E-Filed - 9 Dec 2022 04:03:35 PM

PRECOR FITNESS

06/28/2017	Think Loud Development Check# 4522841968 Precor Inc $9,506.73
07/21/2017	Think Loud Development Check# 4522978280 Precor Inc $1,519.62
07/28/2017	Think Loud Development Check# 4523023796 Precor Inc $9,741.40
07/28/2017	Think Loud Development Check# 4523023795 Precor Inc $18,085.35
07/31/2017	Think Loud Development Check# 4523035701Precor Inc $2,538.70

York County Prothonotary Civil E-Filed - 9 Dec 2022 04:03:35 PM

THINK LOUD OWNERSHIP GROUP/120 YORK

EXHIBIT 7

York County Prothonotary Civil E-Filed - 9 Dec 2022 04:03:35 PM

From:

12/07/2012

On Dec 7, 2012, at 2:42 PM, Bill Hynes <bill@thinkloudllc.com> wrote:
Chad, Chad & Patrick,

As you know I went out to Indianapolis to introduce Andretti Autosport to United Federal Data.

In addition, I also wanted to make things right between Michael & I.
Just like the heart to heart conversation we had a few years ago when we decided to start up Think Loud, I had this same heart to heart with Michael and came clean with him on everything from the past.

I never intended to hurt anyone of you guys, but did exactly that and this bothered me each and everyday and I tried my best to bust my ass and stay focused so I could get to a point where I could make it right.

As I committed to busting my ass for Chad, Chad & Pat and our Think Loud family and making it right between the four of us, I was always committed to making it right with Michael and living up to the promises that I made to him.

As you know this has always been on my mind for the past few years. I feel as though we made some great progress in the past few days.
Michael & JF could have ignored me or told me to go fuck myself, however they were great and listened to everything I had to say.
I am sure some of it was met with skepticism, based on prior actions and I couldnt blame them for that etc. However, I am committed to each and everyone of you reading this. The five of you are an amazing group of people, its not often you you find people like that.

On the United Federal Data side. Chris & Selena were blown away. Not much more I can even describe. I feel very confident that the Andretti team can deliver a great ROI and provide an experience that will just amaze everyone!

The opportunity for United Federal Data with Andretti Autosport, in my opinion is a perfect fit.

York County Prothonotary Civil E-Filed - 9 Dec 2022 04:03:35 PM

The past few years have been a long hard road for all of us, however each and everyone of us have proven we can move forward through adversity.

I am fully committed to busting my ass for each and everyone of you and this TEAM!

To Michael, JF, Chad, Chad & Patrick. Again, my many thanks and gratitude for the second chances. Im very confident we are on our way for some really great things! Congratulations to everyone on this new partnership. I know I am very excited to see the UFD logo on the #25 in victory lane at the BRICK YARD in May!

Bill

York County Prothonotary Civil E-Filed - 9 Dec 2022 04:03:35 PM

THINK LOUD OWNERSHIP GROUP/120 YORK

EXHIBIT 8

York County Prothonotary Civil E-Filed - 9 Dec 2022 04:03:35 PM

UNITED STATES OF AMERICA
Before the
SECURITIES AND EXCHANGE COMMISSION

SECURITIES EXCHANGE ACT OF 1934
Release No. 89314 / July 14, 2020

INVESTMENT ADVISERS ACT OF 1940
Release No. 5539 / July 14, 2020

ADMINISTRATIVE PROCEEDING
File No. 3-19876

In the Matter of **GEORGE L. TAYLOR,** **Respondent.**	**ORDER INSTITUTING ADMINISTRATIVE PROCEEDINGS PURSUANT TO SECTION 15(b) OF THE SECURITIES EXCHANGE ACT OF 1934 AND SECTION 203(f) OF THE INVESTMENT ADVISERS ACT OF 1940, MAKING FINDINGS, AND IMPOSING REMEDIAL SANCTIONS**

I.

The Securities and Exchange Commission ("Commission") deems it appropriate and in the public interest that public administrative proceedings be, and hereby are, instituted pursuant to Section 15(b) of the Securities Exchange Act of 1934 ("Exchange Act") and Section 203(f) of the Investment Advisers Act of 1940 ("Advisers Act") against George L. Taylor ("Respondent").

II.

In anticipation of the institution of these proceedings, Respondent has submitted an Offer of Settlement (the "Offer") which the Commission has determined to accept. Solely for the purpose of these proceedings and any other proceedings brought by or on behalf of the Commission, or to which the Commission is a party, and without admitting or denying the findings herein, except as to the Commission's jurisdiction over him and the subject matter of these proceedings and the findings contained in paragraphs III.2 below, which are admitted, Respondent consents to the entry of this Order Instituting Administrative Proceedings Pursuant to Section 15(b) of the Securities Exchange Act of 1934 and Section 203(f) of the Investment Advisers Act of 1940, Making Findings, and Imposing Remedial Sanctions ("Order"), as set forth below.

York County Prothonotary Civil E-Filed - 9 Dec 2022 04:03:35 PM

III.

On the basis of this Order and Respondent's Offer, the Commission finds that

1. George L. Taylor, is the CEO, founder, Chief Compliance Officer, and majority owner of Temenos Advisory, Inc. ("Temenos"), an investment adviser registered with the Commission. Taylor is also a registered representative of a broker-dealer that is not affiliated with Temenos. Taylor is registered as a General Securities Representative, a General Securities Principal, an Investment Company Products/Variable Contracts Principal, and a Uniform Securities Agent with the Financial Industry Regulatory Agency. Taylor, age 62, is a resident of Litchfield, Connecticut.

2. On June 30, 2020, a final judgment was entered by consent against Taylor, permanently enjoining him from future violations of Sections 206(1) and (2) of the Advisers Act and Section 15(a) of the Exchange Act, and aiding and abetting violations of Section 206(4) of the Advisers Act and Rule 206(4)-7 thereunder, in the civil action entitled Securities and Exchange Commission v. George L. Taylor, et al., Civil Action Number 3:18-cv-01180, in the United States District Court for the District of Connecticut.

3. The Commission's complaint alleged that Taylor and Temenos defrauded their advisory clients and prospective clients by steering the clients into unsuitable investments and by hiding commissions and other financial incentives that Temenos and Taylor were pocketing, on top of the advisory fees that the clients were paying for supposedly unbiased financial advice. Temenos and Taylor repeatedly downplayed or concealed risks, and overstated potential gains, associated with a series of illiquid private placements that they advised their clients and prospective clients to invest in. In so doing, Taylor and Temenos promoted the investments and pocketed commissions—a percentage of each client's investment—from the private placement companies, thereby illegally acting as unregistered broker-dealers.

IV.

In view of the foregoing, the Commission deems it appropriate and in the public interest to impose the sanctions agreed to in Respondent Taylor's Offer.

Accordingly, it is hereby ORDERED pursuant to Section 15(b)(6) of the Exchange Act, and Section 203(f) of the Advisers Act, that Respondent Taylor be, and hereby is barred from association with any broker, dealer, investment adviser, municipal securities dealer, municipal advisor, transfer agent, or nationally recognized statistical rating organization; and

Pursuant to Section 15(b)(6) of the Exchange Act Respondent Taylor be, and hereby is barred from participating in any offering of a penny stock, including: acting as a promoter, finder, consultant, agent or other person who engages in activities with a broker, dealer or issuer for purposes of the issuance or trading in any penny stock, or inducing or attempting to induce the purchase or sale of any penny stock.

York County Prothonotary Civil E-Filed - 9 Dec 2022 04:03:35 PM

Any reapplication for association by the Respondent will be subject to the applicable laws and regulations governing the reentry process, and reentry may be conditioned upon a number of factors, including, but not limited to, compliance with the Commission's order and payment of any or all of the following: (a) any disgorgement or civil penalties ordered by a Court against the Respondent in any action brought by the Commission; (b) any disgorgement amounts ordered against the Respondent for which the Commission waived payment; (c) any arbitration award related to the conduct that served as the basis for the Commission order; (d) any self-regulatory organization arbitration award to a customer, whether or not related to the conduct that served as the basis for the Commission order; and (e) any restitution order by a self-regulatory organization, whether or not related to the conduct that served as the basis for the Commission order.

By the Commission.

Vanessa A. Countryman
Secretary

York County Prothonotary Civil E-Filed - 9 Dec 2022 04:03:35 PM

THINK LOUD OWNERSHIP GROUP/120 YORK

EXHIBIT 9

An official website of the United States government. Here's how you know. Log in to PACER Systems PM

York County Prothonotary Civil E-Filed - 9 Dec 2022 04:03:35 PM

PACER Case Locator

Party Search Results

Search Criteria: Party Search; Jurisdiction Type: [Bankruptcy]; Court ID: [03]; Last Name: [Hynes]; First Name: [William]; Middle Name: [T]
Result Count: 6 (1 page)
Current Page: 1

Party Name	Hynes, William T (db)
Case Number	4:2004bk20171
Case Title	William T Hynes and Cesaria Hynes
Court	Pennsylvania Eastern Bankruptcy Court
Date Filed	
Date Closed	
Party Name	Hynes, William T (db)
Case Number	4:2010bk21011
Case Title	William T Hynes
Court	Pennsylvania Eastern Bankruptcy Court
Date Filed	
Date Closed	
Party Name	Hynes, William T. (db)
Case Number	4:2010bk21745
Case Title	William T. Hynes
Court	Pennsylvania Eastern Bankruptcy Court
Date Filed	
Date Closed	
Party Name	Hynes, William T. (db)
Case Number	4:2012bk10062
Case Title	William T. Hynes
Court	Pennsylvania Eastern Bankruptcy Court
Date Filed	
Date Closed	
Party Name	Hynes, William T. (dft)
Case Number	4:2012ap00030
Case Title	The Joy Center LLC and BKS Investment, LLC
Court	Pennsylvania Eastern Bankruptcy Court
Date Filed	
Date Closed	

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Party Name	Hynes, William T. (db)
Case Number	4:2012bk12249
Case Title	William T. Hynes
Court	Pennsylvania Eastern Bankruptcy Court
Date Filed	
Date Closed	

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CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the *Case Records Public Access Policy of the Unified Judicial System of Pennsylvania* that require filing confidential information and documents differently than non-confidential information and documents.

Submitted by: Kegel Kelin Litts & Lord LLP

Signature: _____

Name: Jason T. Confair, Esq.

Attorney No. (if applicable): 206729