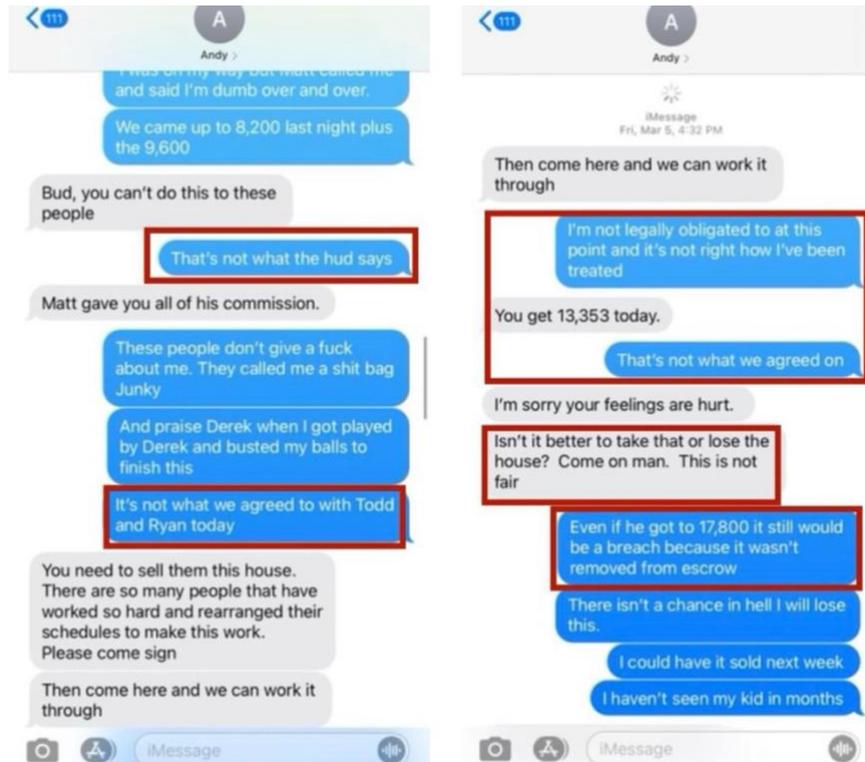


MARCH 5th – PROOF PLAINTIFFS BREACHED AND DURESS

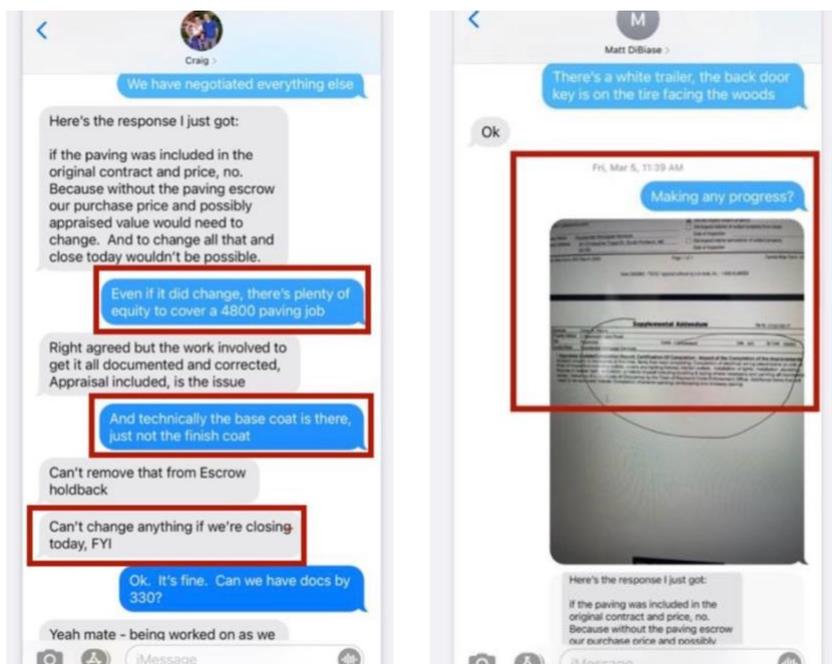


These text messages are exchanges between Realtor Andy Lord and the Defendant. In them, the Defendant repeatedly objects to terms being imposed unilaterally and outside the parties' agreement, stating: **“That’s not what we agreed to with Todd and Ryan today,” “I’m not obligated to do this at this point, and it’s not right how I’ve been treated,” “That’s not what we agreed on,” and “Even if he got to \$17,800, it would still be a breach because it wasn’t removed from escrow.”**

In response, Andy Lord pressures the Defendant by asking, “Is it better to take that or lose the house?” This statement is **not a good-faith negotiation** but an explicit ultimatum. The exchange demonstrates that the Plaintiffs were attempting to **force performance on materially altered terms** while acknowledging that escrow conditions had not been satisfied. **These communications make clear that the Plaintiffs—not the Defendant—were in breach of the contract.**

Further, **Andy Lord attempted to use Lincoln Capital as leverage to coerce the Defendant into closing.** Andy Lord, Derek Ray, and Matt Dibiase **all threatened that Lincoln Capital would “take the house”** if the Defendant did not agree to their demands. This **coordinated conduct** constitutes **improper pressure and coercion**, designed to override contractual protections and force a closing under terms not agreed to by the Defendant.

MARCH 5th – PROOF OF PERJURY & PLAINTIFFS BREACHED



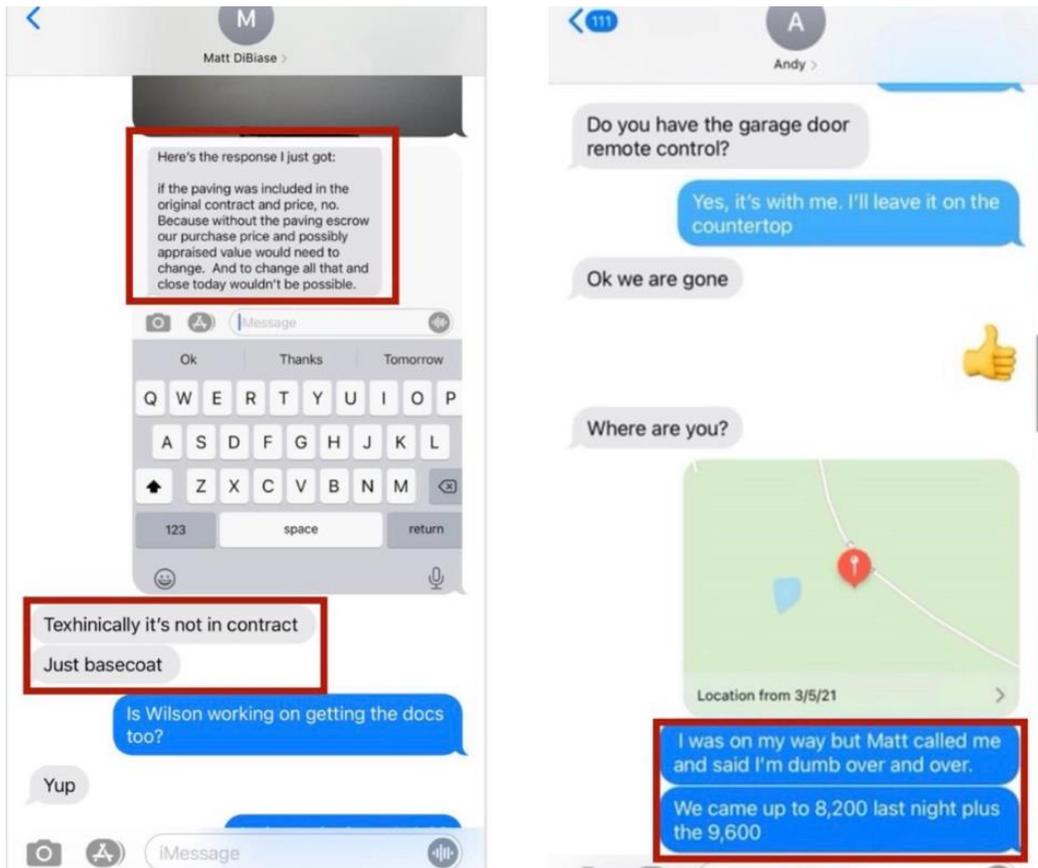
The text message exchange on the left, between Craig Matheson of RMS and Andy Lord, is critically significant. In that exchange, **Andy Lord states: “And technically the base coat is there, just not the finish coat.” This admission is dispositive.** By acknowledging that the base coat had been installed, **Lord confirms that the Defendant had satisfied the contractual paving obligation as required for release of the escrow.** Under the contract and escrow terms, completion of the base coat—rather than application of the final finish coat—was the operative condition for removal of the paving funds from escrow.

This statement directly contradicts the assertions made by Andy Lord in his Supplemental Affidavit, in which he represented that the paving work had not been completed and that the escrow therefore could not be released. The inconsistency is not a matter of interpretation; it is a **factual contradiction establishing that Lord knew the base coat was complete at the time he later swore otherwise.**

The same text exchange further establishes that Craig Matheson informed Lord that the escrow could not be modified instantaneously if the parties intended to close on March 5, and that at **least one business day was required to remove the paving item from escrow.** In response to this logistical reality, the **Defendant offered to extend the deadline and allow the Plaintiffs until the following Monday to permit the escrow correction and proceed with closing. The Plaintiffs refused that accommodation.**

The text messages on the right independently confirm Lord’s contemporaneous knowledge and active involvement. They show that **Lord was aware of the scheduled 11:00 a.m. meeting and was monitoring its progress, as evidenced by his inquiry at 11:39 a.m. This eliminates any claim that Lord was uninformed, mistaken, or acting without real-time knowledge when he later made sworn statements to the contrary.**

MARCH 5th – PROOF PLAINTIFFS BREACHED

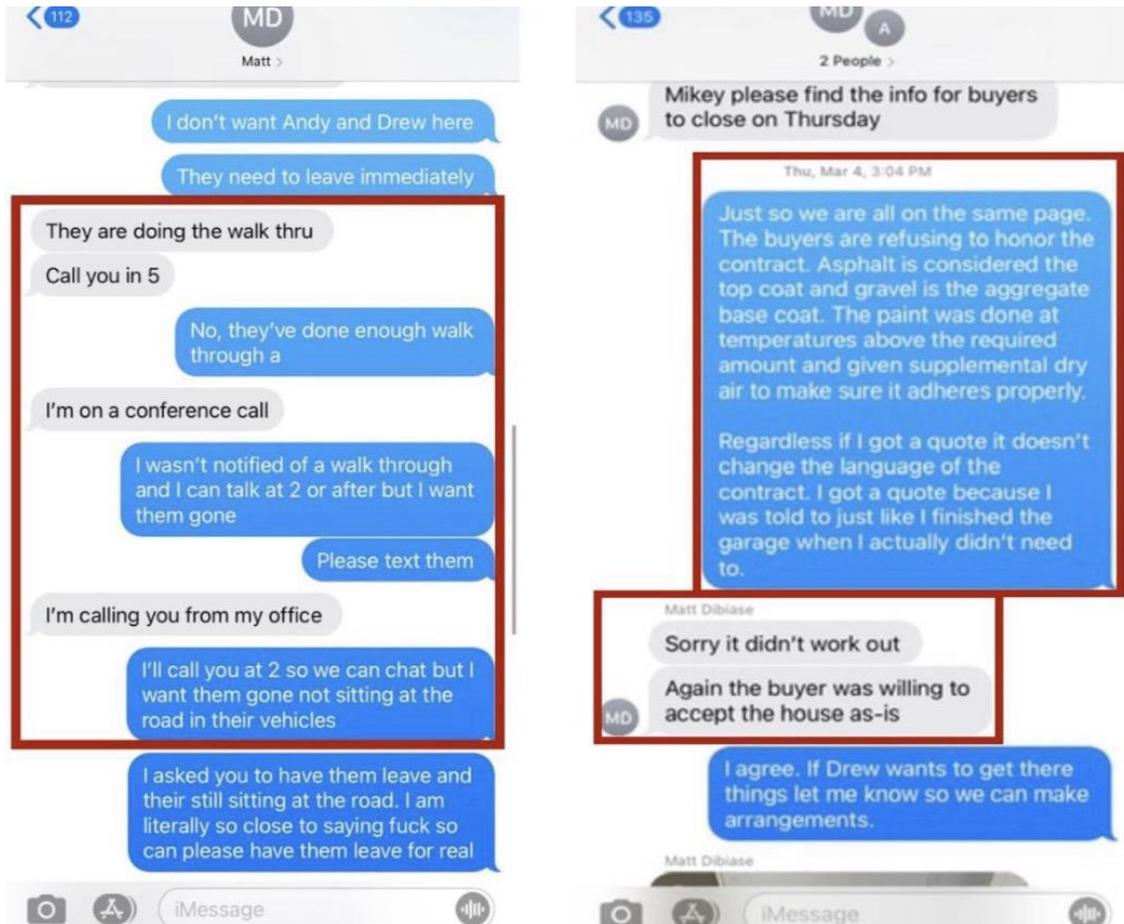


The text exchange on the left is between Realtors Matt DiBiase and Andy Lord. In that exchange, DiBiase states: **“Technically it’s not in the contract, just basecoat.” This admission is critically important.** It reflects a **contemporaneous agreement between the two realtors**—both acting within the transaction—that the **paving was not a contractual obligation**. Their acknowledgment directly corroborates the Defendant’s position and contradicts later claims that paving was required under the contract.

The text exchange on the right is between Andy Lord and the Defendant. In that message, the Defendant states: **“We came up to 8,200 last night plus the 9,600.”** This reflects a discussion of escrow figures, not an admission of contractual liability.

The contract was terminated on March 4. On March 5, after termination, the Plaintiffs proposed removing the paving from escrow, which would have resulted in a total of \$17,800 being released to the Defendant at closing. **That proposal was never accepted by the Defendant, and the Plaintiffs ultimately failed to follow through on the offer. No agreement was reached, and no modification of the terminated contract occurred.**

MARCH 4th – PROOF PLAINTIFFS BREACHED

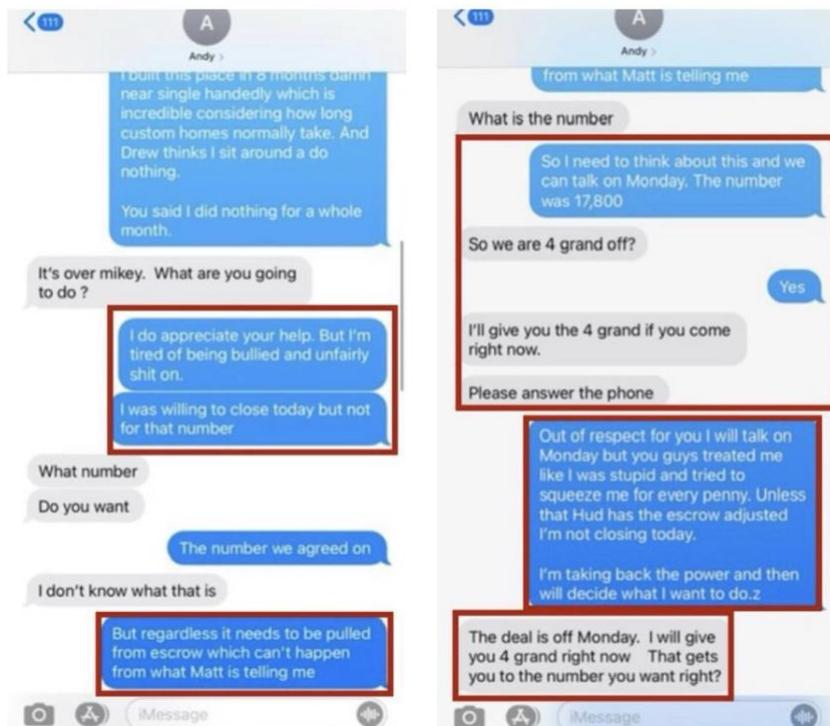


The Defendant texted Matt indicating he would call him at 2:00 p.m. During that phone call, **Matt stated that the buyers (Plaintiffs) were refusing to remove the painting and paving from escrow.** The Defendant responded that **the Plaintiffs were legally required to remove those escrows under the contract.** **Matt acknowledged that he understood this obligation but stated that the Plaintiffs were nevertheless refusing to comply.**

Based on the **Plaintiffs' refusal to perform a material contractual obligation,** the Defendant **instructed Matt to terminate the contract, which Matt did!**

Following the call, the **Defendant became concerned that the Plaintiffs were willfully breaching the contract and that the circumstances could later be mischaracterized.** To **memorialize the exchange and ensure transparency,** the Defendant sent a group text documenting the Plaintiffs' refusal. At **3:04 p.m. on March 4, 2021,** the Defendant wrote: **"Just so we are on the same page, the buyers are refusing to honor the contract."** Matt replied, **"Sorry it didn't work out."**

MARCH 5th – PROOF OF PERJURY AND BREACH



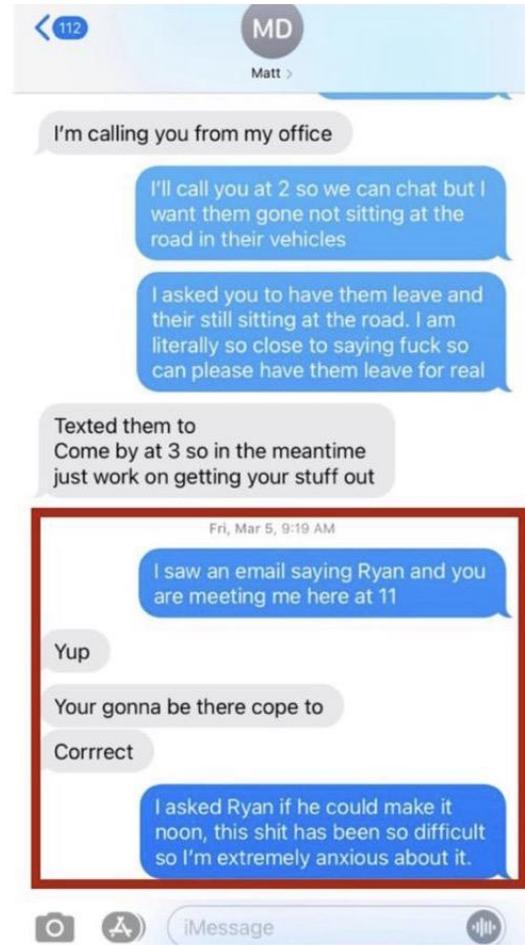
These text messages are between Realtor Andy Lord and the Defendant. The Defendant states: **“I’m tired of being bullied and unfairly treated,”** and **“Out of respect for you I will talk on Monday, but you guys treated me like I was stupid and tried to squeeze me for every penny. Unless the HUD has the escrow adjusted, I’m not closing today.”** These statements reflect the Defendant’s consistent position: he would not close unless the escrow was formally corrected to reflect the actual contractual obligations.

In response, Andy Lord attempts to induce an immediate closing by offering money directly to the Defendant, stating: **“I’ll give you the \$4,000 if you come right now,”** and later, **“The deal is off Monday. I will give you \$4,000 right now. That gets you to the number you want, right?”** These messages demonstrate that the \$4,000 was offered by Andy Lord, not demanded by the Defendant, and that the offer was framed as a last-minute inducement to force a same-day closing without correcting the escrow.

Despite this documentary record, the Plaintiffs’ Opposition to the Defendant’s Motion to Dissolve falsely asserted that the Defendant demanded \$4,000 as a condition of closing, that Andy Lord merely conveyed this demand to the Plaintiffs, and that the Plaintiffs agreed—yet the Defendant still refused to close. At the Motion to Dissolve hearing, Attorney James Monteleone further misrepresented these events to Justice John O’Neil, Jr., claiming that the Plaintiffs **“gave the Defendant everything he asked for”** and **“bent over backwards,”** and that the Defendant nonetheless refused to close after being fully compensated.

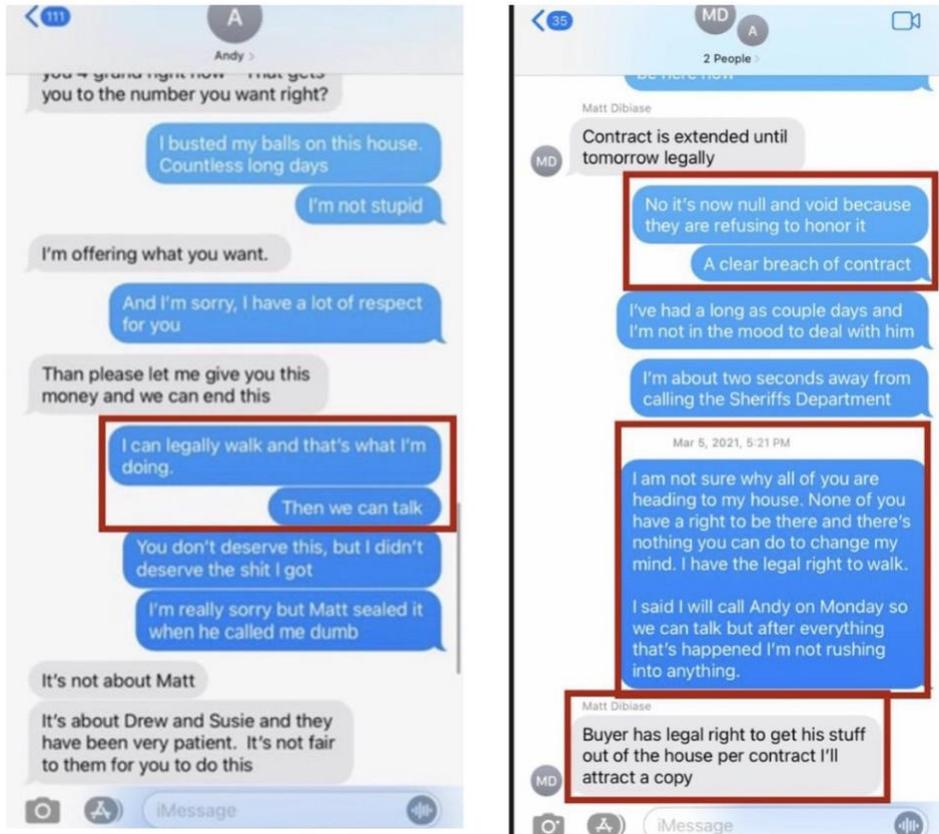
The text messages directly contradict these assertions. They show that the Defendant never demanded \$4,000, never agreed to close in exchange for cash, and repeatedly insisted that the escrow be properly adjusted. The \$4,000 was a unilateral offer made by Andy Lord in an attempt to bypass the escrow correction and pressure the Defendant into closing—an offer the Defendant did not accept.

MARCH 4th – PROOF PLAINTIFFS BREACHED



For a **second time**, the Defendant expressly states in a group text message that the **Plaintiffs had breached the contract** and that the agreement was **therefore “null and void.”** This communication occurred on March 4, 2021, after the Plaintiffs refused to remove the painting and paving items from escrow. The message on the right confirms that the Defendant was meeting with Matt and his bank the following morning at 11:00 a.m. The **Plaintiffs realtor was aware of the meeting and even checked in on the progress of the meeting meeting.** During the meeting Matt left and called the Plaintiffs directly and then returned stating that they were willing to remove the paving from escrow. At trial the **Plaintiffs and Andy Lord confirmed that they attempted to remove the paving but when asked about the meeting Andy suddenly had amnesia.**

MARCH 5th – PROOF PLAINTIFFS BREACHED



The text message on the left is a direct exchange between Andy Lord and the Defendant. In that message, the Defendant states, **“I can legally walk and that’s what I’m doing.”** This is the **second explicit instance** in which the **Defendant affirmatively asserts his legal right to terminate** the transaction.

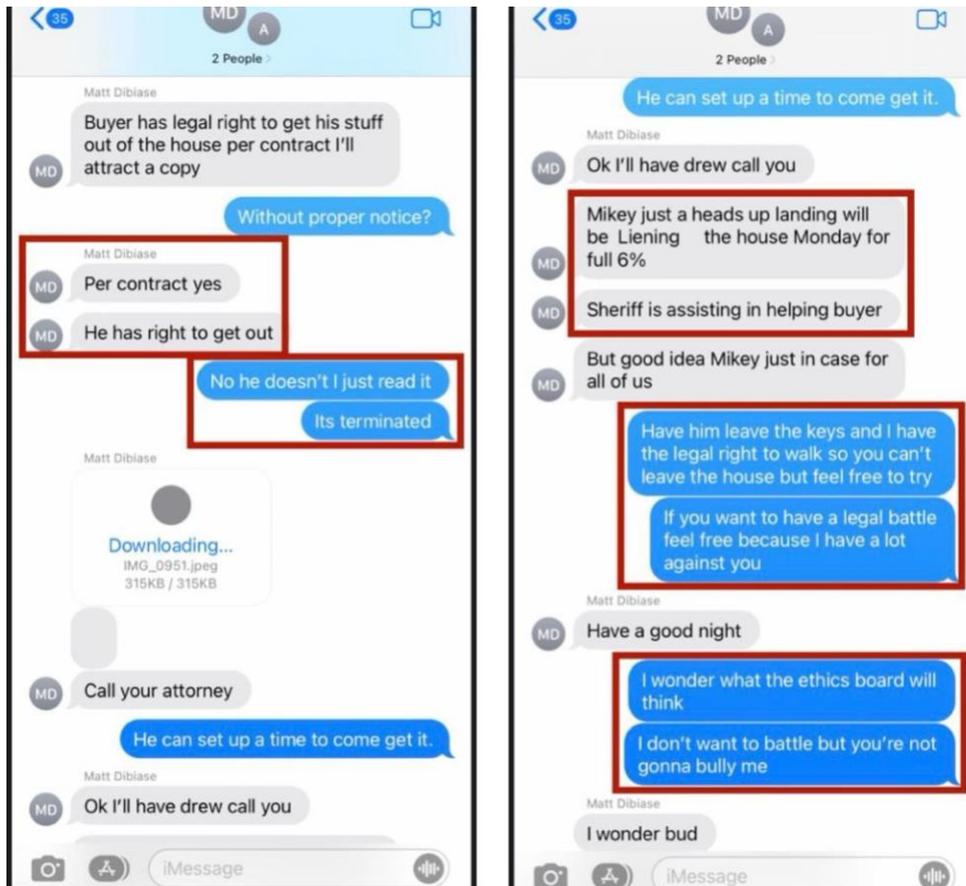
The text message on the right is a group text between Andy Lord, Matt Dibiase, and the Defendant. In that exchange, the Defendant states:

“I’m not sure why all of you are heading to my house. None of you have the right to be there and there’s nothing you can do to change my mind. I have the legal right to walk.”

This constitutes the **third explicit assertion by the Defendant to the Plaintiffs’ realtors** that he had the legal right to walk away from the contract.

Matt Dibiase responds by stating, “Buyer has legal right to get his stuff out of the house per contract — I’ll attach a copy.” **Notably, while Matt disputes the buyers’ access to the property, he does not refute, challenge, or correct the Defendant’s repeated assertion that he had the legal right to walk. The absence of any objection or contrary statement from either realtor is significant, as both were directly confronted—multiple times—with the Defendant’s stated legal position and declined to dispute it.**

MARCH 5th – PROOF PLAINTIFFS BREACHED



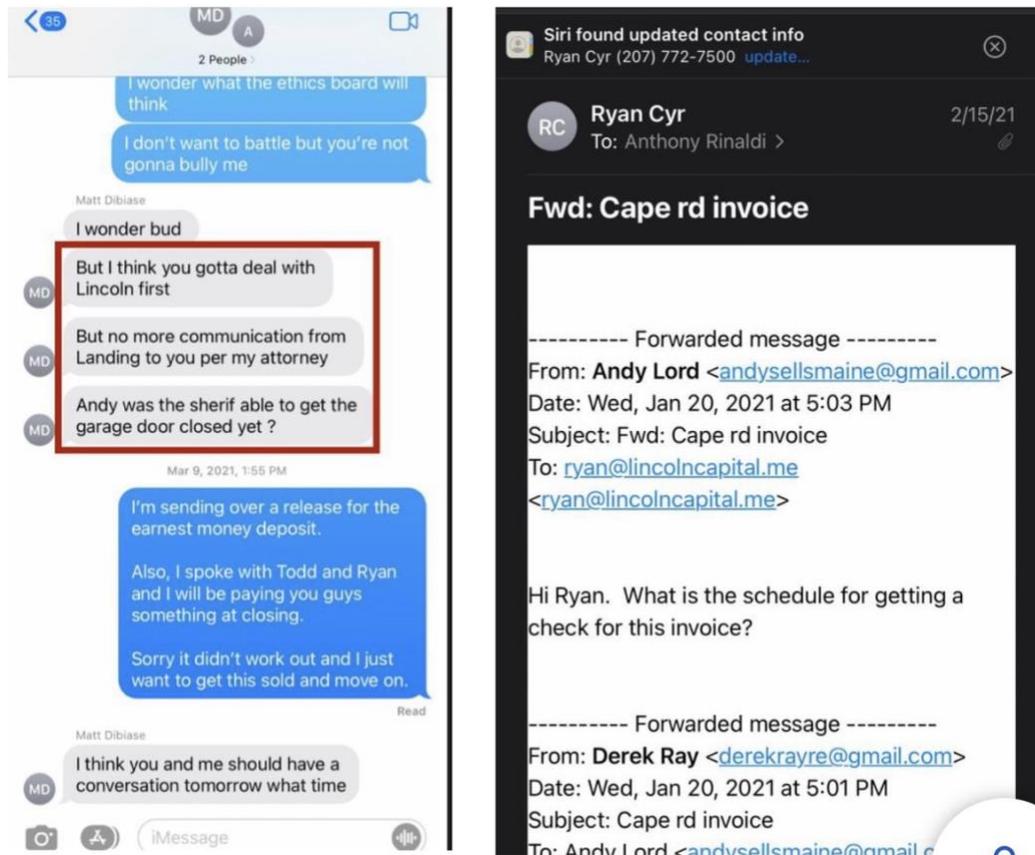
These messages are from a group text exchange between Andy Lord, Matt Dibiase, and the Defendant. Matt Dibiase states, "Per contract yes" and "He has the right to get out." The Defendant immediately responds, "No he doesn't. I just read it. It's terminated."

Following this exchange, **Matt Dibiase threatened the Defendant, stating that he would place a lien on the house, which never occurred,** and further asserted, "Sheriff is assisting in helping buyer."

In response, the **Defendant stated for the FOURTH TIME that he had the LEGAL RIGHT TO WALK, adding: "If you want to have a legal battle, feel free, because I have a lot against you. I wonder what the ethics board will think. I don't want a battle, but you're not going to bully me."**

At no point in this exchange did the parties reach a clear or mutual agreement regarding the paving and painting escrows. **Critically, none of the parties objected to or corrected the Defendant's repeated assertion that he had the legal right to terminate the contract. It is therefore UNCONSCIONABLE to suggest that the Defendant acted improperly when the other participants ALLOWED HIM TO PROCEED under the REASONABLE and UNCHALLENGED belief that he was TERMINATING THE CONTRACT LAWFULLY, despite any alleged disagreement.**

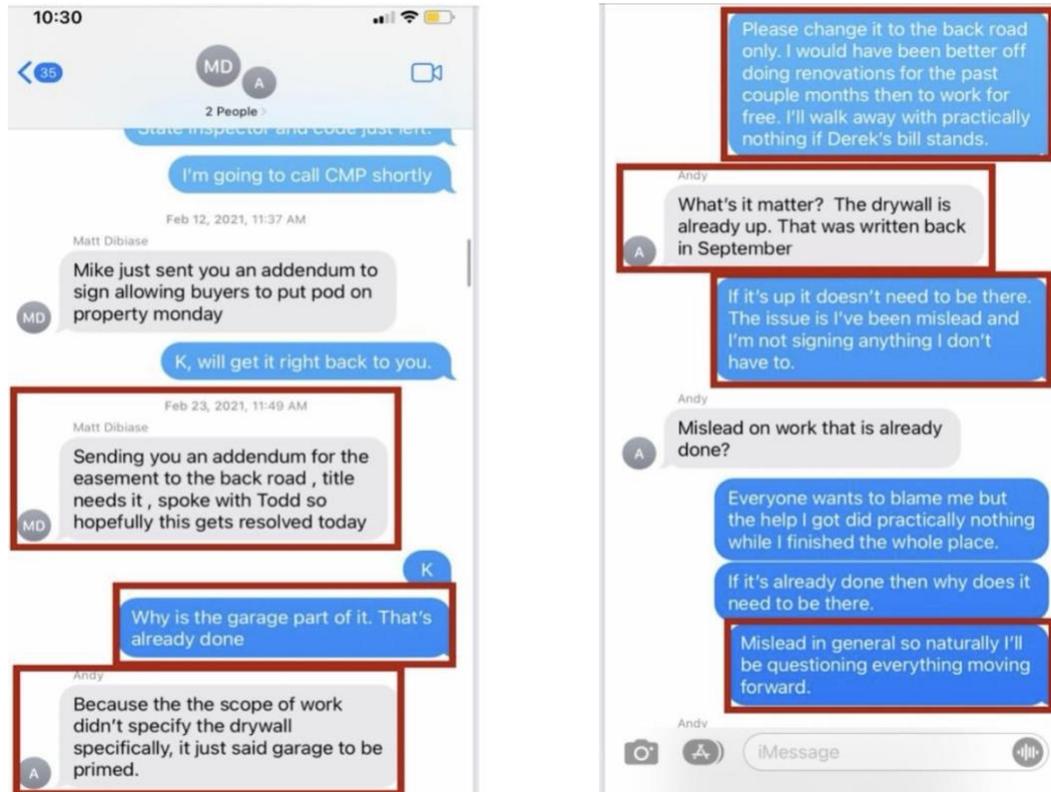
MARCH 5th – PROOF PLAINTIFFS BREACHED



The text message on the left is a group conversation between Andy Lord, Matt Dibiase, and the Defendant. In that exchange, Matt Dibiase states, “**But I think you gotta deal with Lincoln first**” and “**But no more communication from Landing to you per my attorney.**” These statements **constitute additional evidence of UNDUE INFLUENCE AND DURESS**. Derek Ray, Andy Lord, and Matt Dibiase **repeatedly threatened the Defendant** by asserting that **Lincoln Capital would foreclose if the Defendant did not comply with their demands**, thereby applying improper financial pressure during an active contractual dispute.

The email on the right **further demonstrates misconduct**, as it shows **Plaintiffs’ realtor Andy Lord directing the Defendant’s lender to issue one or more checks to Derek Ray of Landing Real Estate**. This directive was made **without the Defendant’s knowledge or consent, and without any authorization from the Defendant**, despite the funds originating from the Defendant’s financing. This conduct reflects an improper interference with the Defendant’s lender relationship and further **supports a PATTERN OF COERCIVE AND UNAUTHORIZED ACTIONS BY PLAINTIFFS AGENT!**

FEB 23rd – PROOF ANDY LORD PERJURY ADDENDUM 1



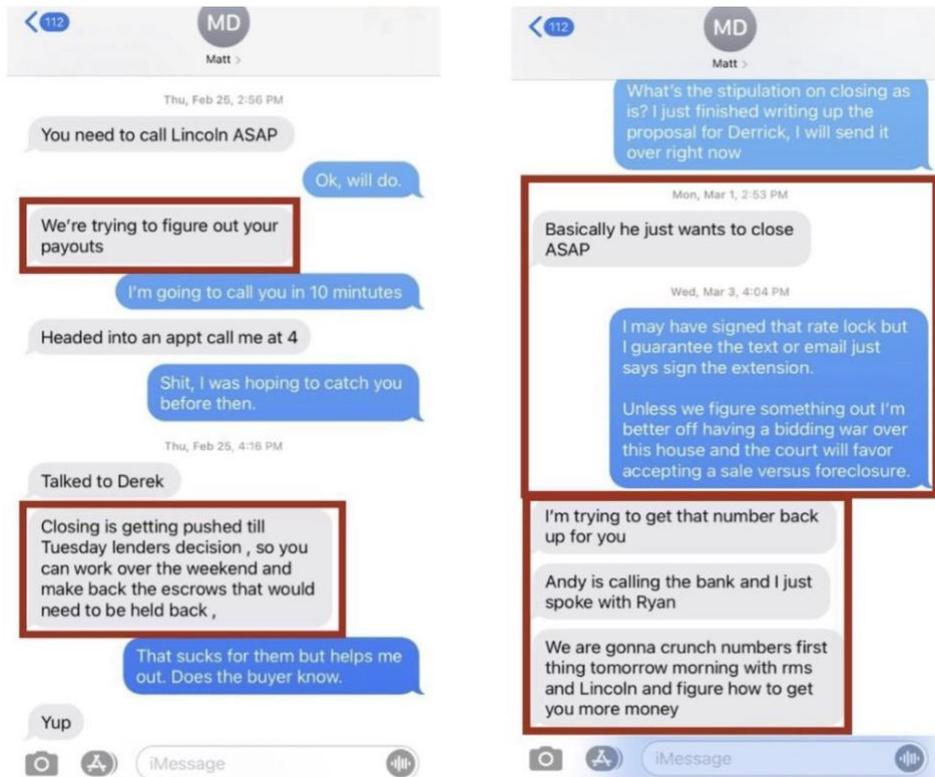
This is a **group text** exchange between **Andy Lord, Matt Dibiase, and Anthony Rinaldi**. In the exchange, Matt Dibiase informs Anthony Rinaldi that he has just sent him an addendum (**Addendum 1**) and states that it was signed by the Plaintiffs in September. Andy Lord reinforces this, stating that the document was written in September, and further confirms on the following page that it was signed by Drew in September.

This exchange is critical because at Trial Justice Billings asked Lord if there was an addendum with the updated spec sheet and **LORD LIES TO THE JUDGES FACE SND SAYS NO!** Addendum 1 is the so-called “Updated Spec Sheet” that later became the centerpiece of the Plaintiffs’ narrative at trial.

Addendum 1 was NOT prepared by the Defendant. It was CREATED BY ANDY LORD and SENT to the Defendant months later, in February 2021, to sign. The Defendant REFUSED to sign Addendum 1, explicitly rejecting the proposed changes. Despite this refusal, the Plaintiffs FALSLY claimed that the Updated Spec Sheet was prepared by the Defendant and transmitted to the Plaintiffs, when the OPPOSITE is true.

This misrepresentation is directly contradicted by the group text exchange and is further documented by the dotloop file addendum 1 and corresponding email.

FEB 25th - PLAINTIFFS



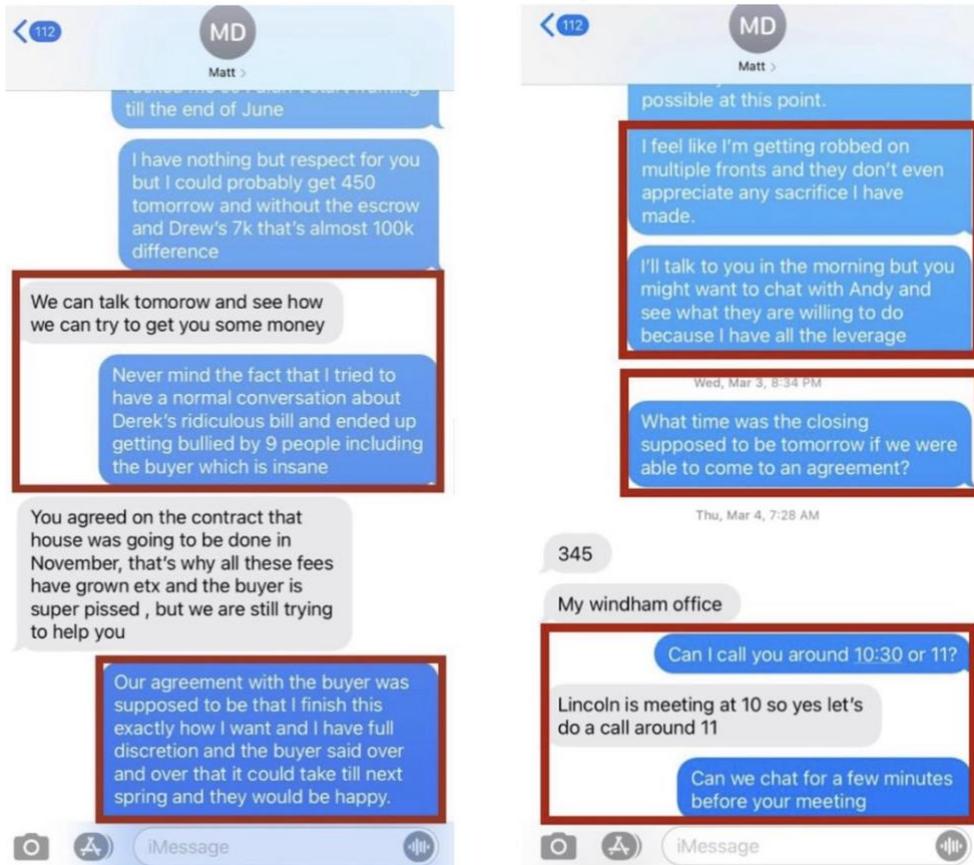
Matt Dibiase openly admits to communicating with Lincoln Capital about the Defendant's loan and the redistribution of closing proceeds—despite having no authority to contact the Defendant's lender or to negotiate, influence, or control the Defendant's funds. The Defendant **never consented to these communications**. Furthermore, Matt discusses that the closing is getting delayed due to buyers bank and mentions the Defendant finishing the painting to get the escrow released.

These discussions occurred more than a week **BEFORE** the March 5 closing and **BEFORE** the Defendant ever requested removal of the painting and paving from escrow. During this period, Matt repeatedly stated he was trying to obtain additional money for the Defendant, representing that Andy Lord was contacting RMS while he was contacting Lincoln Capital to increase the Defendant's payout.

THIS TIMELINE DESTROYS THE PLAINTIFF'S NARRATIVE. At the time of these efforts, the Defendant had made no monetary demand, issued no ultimatum, and requested no compensation. The only reasonable inference is that the Plaintiffs and their agents, recognizing their own non-performance, attempted to financially manipulate the closing to salvage the deal.

The **REAL QUESTION** is not why the Defendant supposedly demanded money—but **WHY THE PLAINTIFFS WERE OFFERING IT**. These unauthorized compensation efforts predated any escrow dispute and **DIRECTLY CONTRADICT LATER SWORN CLAIMS** that the Defendant conditioned performance on additional payment

PLAINTIFFS

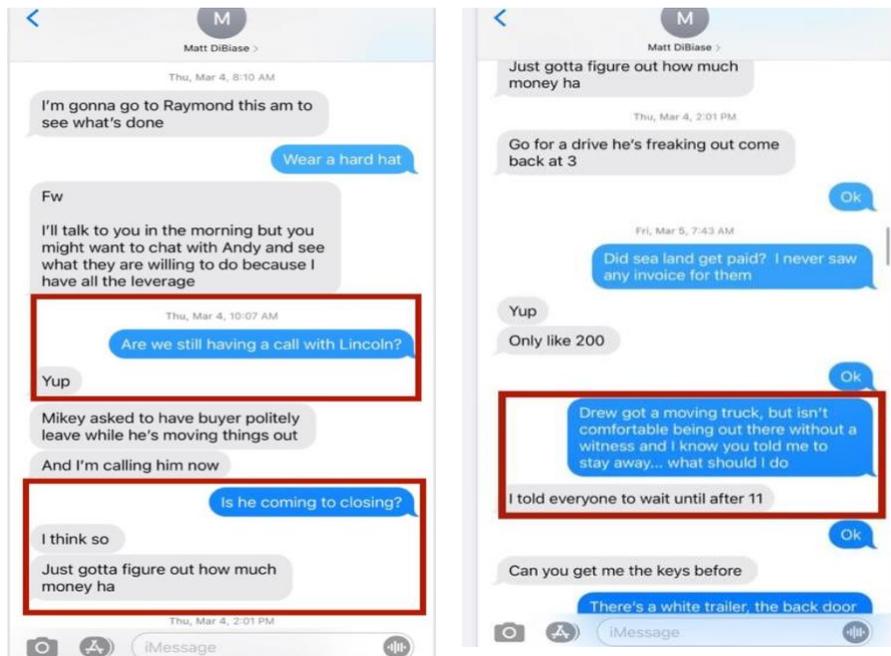


The Defendant **expressly stated that he was being bullied, coerced, and financially robbed by both realtors and the buyer.** The text message on the left reflects the **Defendant's clear objection to this coordinated pressure campaign.**

On March 4, prior to Matt Dibiase's meeting with Lincoln Capital, the Defendant and Dibiase spoke directly. During that conversation, Dibiase informed the Defendant that the Plaintiffs were reducing the RMS charge by \$2,767, that Dibiase would reduce his own commission by \$2,500, and that he would personally pay the \$3,000 plumbing bill—a combined \$8,200 in concessions.

These concessions were not contractual obligations owed by the Defendant; **they were last-minute financial inducements offered in response to the Defendant's refusal to continue under coercive conditions and were intended to pressure the Defendant into closing despite ongoing breaches and misconduct by the Plaintiffs and their agents.**

PLAINT



This text exchange is between Landing Real Estate agents Andy Lord and Matt Dibiase. Andy Lord asks whether they are still meeting with Lincoln Capital, the Defendant's lender, on March 4—**confirming his direct knowledge of and involvement in lender negotiations immediately preceding the scheduled March 5 closing.**

The companion text establishes that the Plaintiffs had already arranged a moving truck for the morning of March 5. This fact flatly contradicts the Plaintiffs' later claim that they were forced to scramble late at night to secure a moving truck due to an alleged "illegal eviction" by the Defendant. The contemporaneous text proves that narrative is false. The moving truck was secured before any alleged eviction and before the March 5 closing.

Moreover, the existence of a pre-scheduled moving truck strongly undermines the Plaintiffs' claim that they intended to close on March 5. Securing a moving truck in advance—while escrow disputes remained unresolved and lender meetings were still pending—is **inconsistent with a bona fide intent to close and instead supports a finding of bad faith and pretext.**

Matt Dibiase's response—"I told everyone to wait until after 11"—is particularly damning. It confirms that Andy Lord knew about the March 5 lender meeting, understood that its outcome was unresolved, and was actively waiting to see what resulted from that meeting before proceeding. This directly refutes any claim that the Plaintiffs were blindsided, rushed, or unlawfully displaced by the Defendant.

Taken together, these texts expose a manufactured eviction narrative, demonstrate prior knowledge and coordination by the Plaintiffs' agents, and further establish that the Plaintiffs' post-hoc story was constructed to conceal their own failure to close and their strategic positioning in anticipation of a dispute.