

Amber Struss
Attorney-in-Fact [REDACTED]

Date: December 28, 2025

Via Certified Mail, Email, and CoConstruct

Randolph D. Jones
CEO/Owner
Incredible Tiny Homes, Inc.
850 Industrial Rd
Newport, TN 37821

Re: Revised Formal Demand for Rescission and Refund

Dear Mr. Jones,

Revised Formal Demand for Rescission and Refund

This Revised Formal Demand for Rescission and Refund is submitted on behalf of [REDACTED] by her Attorney-in-Fact, Amber Struss, and supersedes all prior communications regarding this matter. This demand expressly incorporates *** Exhibit A - Contractual Inconsistencies with Tennessee Statutory and Case Law** as if fully set forth herein.

I. Parties

Buyer: [REDACTED]

Seller: Incredible Tiny Homes, Inc.

Representative: Amber Struss, Attorney-in-Fact pursuant to Limited Power of Attorney

II. Contract Issue

On or about October 15, 2024, [REDACTED] entered into a Sales Order drafted by Incredible Tiny Homes, Inc. for the purchase of an Amanda 12x40 Tiny Home with Buffalo Creek Incredible Property. The contract required full payment upfront, which is paid in reliance on the express representations contained within the agreement.

III. Grounds for Rescission (With Statutory and Case Authority)

Rescission is warranted due to material misrepresentation, failure of consideration, and unfair or deceptive acts or practices in violation of the Tennessee Consumer Protection Act (Tenn. Code Ann. § 47-18-101 et seq.).

As detailed in Exhibit A, the contract expressly integrates Buffalo Creek property and long-term lease terms, including fixed lot rent and a 99-year transferable lease. Incredible Tiny Homes, Inc.'s post-payment position disavowing these obligations directly contradicts the plain language of the contract and violates Tenn. Code Ann. § 47-50-112 and § 47-2-204, which require contracts to be enforced according to their express terms.

Tennessee courts have consistently held that a seller may not recharacterize or disavow material contractual terms after execution and payment. See *Planters Gin Co. v. Federal Compress & Warehouse Co.*, 78 S.W.2d 885 (Tenn. 1935); *Staubach Retail Ser. v. SE, LLC v. H.G. Hill Realty Co.*, 160 S.W.2d 521 (Tenn. 2025).

Further, the failure to provide the bargained-for integrated transaction constitutes failure of consideration under Tenn. Code Ann. § 47-50-103 and supports rescission and restitution. *Guliano v. Cico, Inc.*, 995 S.W.2d 88 (Tenn. 1989).

These acts also constitute deceptive and unfair practices under Tenn. Code Ann. § 47-18-104(a) and (b), giving rise to a private right of action for rescission, actual damages, treble damages, and attorneys' fees pursuant to Tenn. Code Ann. § 47-18-109.

VI. Demand

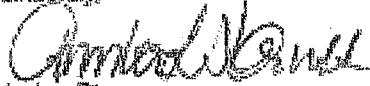
Ms. Williams hereby demands immediate rescission of the contract in its entirety and a full refund of all monies paid totaling "\$172,018.00". Payment in full must be received within fourteen (14) calendar days of receipt of this demand.

V. Preservation of Rights

If Incredible Tiny Homes, Inc. fails to comply with this demand, ~~Ms. Williams~~ will pursue all available remedies without further notice, including complaints to regulatory authorities, initiation of arbitration or litigation, and recovery of all damages available at law and equity, including treble damages, attorneys' fees, costs, and interest. All rights are expressly reserved.

This demand is made in good faith and without waiver of any rights, claims, or remedies, all of which are expressly reserved.

Sincerely,



Amber Struss

Attorney-in-Fact ~~_____~~