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21-CV-2023-900013.00  
CIRCUIT COURT OF  
CONECUH COUNTY, ALABAMA  
DAVID JACKSON, CLERK

CINDI LINCOLN, )  
PLAINTIFF )  
vs. ) CIVIL ACTION NO.:  
ERNEST PAUL LAND (aka Ernie Land), )  
and  
CREATION SCIENCE EVANGELISM, INC. (aka CSE, Inc.), )  
and  
CREATION SCIENCE EVANGELISM MINISTRIES (aka CSE Ministries),  
and  
CREATION SCIENCE EVANGELISM MINISTRIES, Inc. (aka CSE Ministries Inc.),  
and  
KENT E HOVIND, )

**FILED**  
**FEB 22 2023**  
DAVID JACKSON, CLERK  
CONECUH COUNTY, ALABAMA

DEFENDANTS.

### **COMPLAINT**

Comes now, the Plaintiff, Cindi Lincoln, an adult individual, and files her complaint against:

### **PARTIES**

The (SIX) 6 Defendants enumerated in items 1.– 6. below:

1. Creation Science Evangelism Inc.,

aka "CSE, Inc.,"

aka "CSE."

"CSE, Inc." is a Florida Profit Corporation, Ernest Land, President, & Director. EXHIBIT 1a

Ernest Land texts that, "CSE, Inc.'s sole owner and shareholder is me." EXHIBIT 1b

2. Creation Science Evangelism Ministries, Inc.,

aka "CSE Ministries, Inc.,"

aka "CSEM, Inc."

“CSEM, Inc.” is an Alabama Non-Profit Corporation where Ernie Land is the Incorporator and Director. EXHIBIT 2a

“CSEM, Inc.” endorses the checks from “Ministry” Donors. EXHIBIT 2b

“CSEM, Inc.” is the Owner of Dinosaur Adventure Land (aka DAL), 488 Pearl Ln, Repton, AL 36475, according to the Conecuh County Property Tax Office, as of the date of this writing.

3. Ernest Paul Land,

aka Ernest Land,

aka Paul Land,

aka Ernie Land,

An adult individual residing at 1798 Melson Lane, Westville FL 32464.

Ernest Land has been Kent Hovind/CSE/DAL’s “Board” Member, President, Director, Trustee, general money handler who deposits all “ministry donations”, and Holds all Titles for “CSE” Assets, Properties, Donations and Sales Income for many years. Ernie Land texts, “This ministry was set up for Doc [“Doc” refers to Kent Hovind], and the Board approves his wishes 99% of the time.” EXHIBIT 41

Ernest Land signed the Contract alleged herein to be fraudulent and breached. EXHIBIT 3

4. Creation Science Evangelism Ministries,

aka “CSE Ministries,”

aka “CSEM.”

“CSEM” is listed next to Ernie Land’s name and address as PAYOR of my contractual \$1,300/month checks up until that contract was breached. EXHIBIT 4

5. Creation Science Evangelism,

aka “CSE.”

- i. CSE is the commonly referred to herein “umbrella” name for items 1, 2 & 4 above.

- ii. CSE is who Kent Hovind tells Donors to make their checks payable to on his nightly internet broadcast. Here is a screen shot from one such broadcast: EXHIBIT 5a
- iii. CSE, an abbreviation, allows "Ministry" Donation Deposits to be made to many different entities with similar names, including Steve Lynn's business, "CSE & IT Productions," which I discovered written on Steve Lynn's mailbox after I evicted him. EXHIBIT 5b
- iv. Despite Steve Lynn's multiple CRIMINAL involvements, EXHIBITS 5c - f
- v. Ernie admits here that he reveres Steve Lynn as a "Sacred Cow." Also, these 2 exhibits show the honest communication of 2 DAL volunteers in the face of being kicked to the curb, and called rebellious, as part of Kent and Ernie's cover-up for Steve Lynn. EXHIBITS 5g, h & i
- vi. This pattern of Criminal Activity was cited in Kent's 2008 Judgement. \*\*\* EXHIBIT 5j, k, l & s
- vii. Ernie Land publicly admits here, "The Judge stated the "ministry" (CSE) was an extensive criminal organization." EXHIBIT 5m
- viii. CSE was judged to be "under Kent Hovind's control" in 2007 Sentencing EXHIBIT 5n
- ix. CSE assets were seized for Hovind's 2012 Individual Tax Fraud Debt. EXHIBIT 5p, q, r & s
- x. Ernie Land deposits Hovind's donations so Hovind does not have to pay his Tax Fraud Debt, just like Hovind transferred assets to a third party in 2008 findings. EXHIBIT 5k

\*\*\* According to Rules of Evidence, Kent and CSE's past FRAUD and CRIMINAL convictions can be used as evidence today if the crime was punishable by imprisonment for more than one year, which it was. Kent was imprisoned for 9 years.

AND, if the court can readily determine that establishing the elements of the crime required proving a dishonest act or false statement, which it was. Kent was convicted of FRAUD.

AND, if no more than 10 years have passed since the witness's release from confinement, which is true. Kent was released from confinement in 2015.

AND, if there has been no pardon, annulment, certificate of rehabilitation, or finding of innocence, which is true. Kent's appeal was denied, and his conviction upheld.

6. Kent E Hovind,

aka Kent Hovind,

aka "Doc," an adult individual doing business and residing at 488 Pearl Ln, Repton AL 36475,

Conecuh County. Kent Hovind is the sole breadwinner, "pastor," founder, and controller of CSE and DAL. EXHIBITS 5j, k & l

7. The Plaintiff, Cindi Lee Lincoln, aka Cindi Lincoln, an adult individual resident of Conecuh County, Alabama, and a person affected by fraudulent, and breach of contract actions named and evidenced by many EXHIBITS herein and perpetrated by the above Defendants.

**Forwarding Comments**

8. Your Honor, first, thank you for hearing me on my previous matters. This is the last matter I must bring before you regarding Kent Hovind and Dinosaur Adventure Land. It is a very huge matter which I have been trying to find a lawyer for 2 years. About 8 lawyers told me they could probably get me a judgement, but that due to Kent, Ernie and CSE's "Corporate Veil," they would likely never get paid;

therefore, they refused to take the case on a contingent basis. Financially, I cannot afford the \$7,500-\$15,000 I have been quoted for normal legal fees, so I come to you Pro Se. EXHIBIT 8

9. The last time I was in your courtroom, I thought I understood you to say I could not present evidence which had not been included in the initial filing; therefore, I have attempted here to present all the evidence which rebuts the MANY UNTRUTHS which the defendants have told since they began disrespecting the contract in October 2020. Since their story changes all the time, I'm not sure what story they will present to you, so I have tried to include evidence disproving them all, so you can know that I am telling the truth. EXHIBIT #'s match Paragraph #'s except where EXHIBITS are referred to more than once. Due to the large amount of reading material herein, I have used "red dots" to help you find what is referred to quickly, while still keeping the whole context intact.

I present CLEAR AND CONVINCING EVIDENCE that all the elements of FRAUD are present, that I have a contract which has been BREACHED, and that "the corporate veil can and should be pierced."

10. I beg you, Your Honor, to consider the evidence diligently and order Restitution for both my sake, and for the sake of other innocent, well-meaning people who will be Kent and Ernie's next victims, if there is no judgement.

I personally know of others who have been similarly defrauded by Kent, Ernie and CSE. I have inquired with lawyers about the charge "Defrauding the Public," however, then we'd have to prove not just my case, but the other cases as well. My case is daunting enough alone. I have also inquired about RICO laws applying to this case, referring to the Racketeer Influenced and Corrupt Organizations Act.

### **BACKGROUND and EXHIBITS**

**All text messages were extracted with permission of the cell phone owner using software called "TouchCopy" which renders text messages into "PDF files" which are NON-ALTERABLE and ARE admissible in courts of law.**

**They are complete and accurate copies of the text messages.**

11. September 2016, I, Cindi Lincoln, left my home in California to serve as a volunteer at Dinosaur Adventure Land (DAL)/Creation Science Evangelism (CSE), 488 Pearl Lane, Repton, Alabama, under the false impression this was a legitimate Christian ministry seeking to teach the scientific evidence for a special creation by the God of the Bible. As a California Credentialed Teacher, I am concerned that our schools teach children that we evolved from monkeys. EXHIBIT 11a & b
12. September 2016 – January 2021, I served as an unpaid full-time volunteer at DAL with 10-20 other volunteers housed there. Unlike many volunteers, I declined Kent's offer of a monthly stipend so as not to burden the "ministry." I bought my own food and cabin. EXHIBIT 12
13. I received my livelihood from my California rental property, \$2,000/month. EXHIBIT 13
14. July 20, 2018, Kent Hovind and I were church-married, not State-married, so my California assets would remain solely mine, and so Kent's tax debt and DAL would remain solely his. EXHIBIT 14
15. At the time of our marriage, I was deceived by Kent's false narrative and false website [www.KentHovindIsInnocent.net](http://www.KentHovindIsInnocent.net) that Kent's tax debt was a false charge. EXHIBIT 15a & b
16. Before our marriage, Kent, myself, and Kent's "CSE board," namely, Ernie Land and Bill Sardi, verbally agreed my assets would remain sole and separate. I came from California self-supporting, and I was encouraged in my goal to remain self-supporting. My California rental property was my inheritance from my father who said to NEVER co-mingle it should I marry. There was NO HINT of Kent nor I "giving all my worldly possessions" in our wedding vows.
17. January 28, 2019, I sold my California home and the source of my \$2,000 monthly income to replace that lifetime and retirement income with Alabama rental income.

18. February 1, 2019, I bought my first Alabama rental property for \$100,000 plus \$30,000 in repairs. I rented it out for \$700/month, way lower than market value, to CSE's tech guy, Steve Lynn, who Kent assured me was a good guy. I then began looking for another rental property to make up the \$1,300 difference from that \$700 vs. my needed \$2,000/month income. EXHIBIT 18
19. February - April 2019, I used some of the proceeds from the sale of my California home to DONATE GENEROUSLY over \$90,000 to Kent/CSE and our mutual dream to build DAL. EXHIBIT 19a-i
20. I was 57 years old at the time and NEVER INTENDED TO SPEND ALL MY RETIREMENT INCOME to become dependent upon Kent, DAL or CSE for my retirement and livelihood.
21. April 16, 2019, I approached Kent and Ernie that I would not be donating any more but would be investing the balance of the proceeds from my California home to re-establish my future livelihood and retirement income. I inquired about an annuity so my investment money could benefit both the "ministry" and my own livelihood and retirement. Ernie replied affirmatively via email, "I am not licensed for securities, but we could write a private contract. For \$XXX donation the Ministry will pay a tribute of \$XXX per month for 21 years... All we will need is to ... pen the contract." EXHIBIT 21
22. Kent worked out how much the ministry would pay back over time on this scratch paper, in his own handwriting, showing \$1,300/month for 21 years = \$327,600; and \$1,300/month for 15 years = \$234,000. CLEARLY, he knew EXACTLY what we agreed to. EXHIBIT 22 and EXHIBIT 63
23. When Kent said, "That's a big return for a \$130,000 investment." I replied, "I can go ahead and buy another rental property instead. We don't have to do this deal... But, what about since I already gave approximately \$90,000 this year? Could we include that to justify the \$327,600?" Together, Kent and I combined memories and listed the items I'd already donated that year, lower left of EXHIBIT 22

The \$90,000 I gave BEFORE THE CONTRACT DATED 5/1/2019, I have been told I could ask for back in this plea, since it was given under the FALSE PRETENSE that I gave to a legitimate Christian

ministry, however, currently I am willing to forego that back in a good faith effort to settle this case and merely get back what I gave according to the BREACHED AND FRAUDULENT CONTRACT.

24. Kent agreed that was enough to justify the \$327,600 return, so the contract was agreed upon.
25. The other active CSE Board Member, Bill Sardi, was called to give his agreement and celebration of the deal. Bill Sardi, later, 6/20/2021, re-confirms the terms of the deal: EXHIBIT 25
26. 5/1/2019, Kent Hovind, Ernie Land, CSE and I entered into a Contract whereby Cindi would give between \$100,000 and \$130,000 to CSE/Dinosaur Adventure Land (DAL)/Kent Hovind in exchange for 20 years of payments of \$1,300/month. EXHIBIT 3
27. This written contract also had Verbal portions. Namely, when I inquired about why it was called "spousal support," Ernie said it was just "ministry regulations." I wondered why my \$100,000 - \$130,000, wasn't named, but felt it was flattery that they trusted me to do what I promised, which I did. In Alabama, a verbal contract is legally binding if it can be proved, which I believe I do. EXHIBIT 33
28. 5/2019, Ernie issues me an American Express "ministry" credit card to spend my \$1,300/month. The name on the card, "Creation Science Evangelism," Ernie Land, 1798 Melson Lane, FL. EXHIBIT 28
29. 5/6/2019, I made my first purchase toward my contractual obligation: a used van for \$24,580.98. The Bill of Sale titled, "Creation Science Evangelism Ministries." EXHIBIT 29a & b
30. 6/24/2019, I enquire about who I would execute the contract with if anything happened to Ernie. Ernie emails, "very likely my wife or son via the "for profit" company." EXHIBIT 30
31. 6/30/2019, Ernie emailed me the first American Express Statement. I reply, "The majority of charges are DAL, not personal, so do not count towards my \$1,300." Ernie replies, "Sister Cindi, I don't feel any need to cross check you. My spirit is good with you." EXHIBIT 31
32. 8/10/2019, Ernie and I email about Kent's Last Will and Testament and Kent and my wishes that the vehicles transfer back into my name should anything happen to Kent. EXHIBIT 32



33. 11/17/2019, Ernie had not yet Printed, Signed and Notarized the Contract as I had asked, so Kent Hovind, Cindi Lincoln, Julie Shunk, and Brady Byrum sign a handwritten CLARIFICATION OF THE VERBAL PORTIONS of the 5/1/2019 contract. That handwritten contract has a spot for Ernie's signature, but I don't remember why Ernie didn't sign it. I believed Kent's signature and the witnesses were binding upon Kent's ministry. EXHIBIT 33, EXHIBIT 5n, and Ernie, "CSE was set up for Doc, & the Board approves his wishes 99% of the time." EXHIBIT 41
34. Between May 2019, and October 2020, I kept my end of the contract, with Kent APPROVING all my purchases in advance "for Kent Hovind/CSE/DAL." Here are just a few receipts: EXHIBITS 34a – q
35. Here is the full list of my spending in keeping my contractual promise totaling **\$133,477**, higher than my promise, to be sure I wasn't getting "too much return from God's ministry." EXHIBITS 35a-d
36. 1/31/2020, I receive my "CSE, Inc. Tax Deductible Receipt" for my 2019 Charitable Donations. The **\$50,964** shown is way lower than my total spending of **\$133,477**, indicating that my spending on CSE/Kent/DAL was NOT DONATIONS, as Kent and Ernie currently falsely claim now. EXHIBIT 36  
  
This "Tax Deductible Receipt" also shows evidence of the interchangeability of "CSE, Inc." (the letterhead); vs. "CSEM" (the signature); vs. "CSEM, Inc." (the EIN). EXHIBIT 36
37. IRS Form 990's show further the interchangeability of "CSEM Inc.," Kent, and Ernie. The EIN address is given as Ernie's address in 2017; and as Kent's address in 2018. EXHIBITS 37a – d
38. 4/21/2020, Steve Lynn, who controlled the "ministry" computers, PayPal, bank accounts, and YouTube passwords, is caught giving drugs to new converts on campus. Ernie and Kent side with Steve, call me and 6 other witnesses liars and rebels, and threaten to kick us off campus if we won't "keep our head down and our mouth shut." EXHIBITS 5g, h & i
39. UNCONSCIONABLE, shocking betrayal by Kent, Ernie, & Steve: flipping like a light switch, from Cindi being a well-loved & trusted "pastor's wife," EXHIBITS 39a & 31, to being shunned, abused, and called

crazy/bipolar for being upset about this. Psychiatric Evaluation is proof allegations of bipolar & mental instability are UTTERLY unfounded and purely to DISCREDIT THE WITNESS. EXHIBITS 39b, c, d & e

40. 5/17/2020, Counseling masks the problem temporarily. At this time, I thought my husband was somehow deceived by Steve. Ernie texts, "You have a legally binding contract... NOT contingent on being a "biblical wife," and he will get a notarized copy when COVID dies down." EXHIBIT 40
41. 6/12/2020, Ernie again assures me my contract is "guaranteed" despite the abuse. EXHIBIT 41
42. 10/3/2020, Ernie and Kent inform me the American Express Card has been cancelled; I will now be receiving my \$1,300/month by Check; & they will write a new contract updating the method of payment and changing "Spousal Support" to "Loan." After 3 weeks, I receive NO CHECK, and NO CONTRACT.
43. 10/21/2020, October and November payments are paid to Cindi in one \$2,600 check from "CSEM/Ernest Land/1798 Melson Lane, Westville FL 32464," but NO "new contract" EXHIBIT 43a & b
44. 10/25/2020, shunning and abuse conditions worsened to include Domestic violence. EXHIBIT 64b

**KENT AND ERNIE BEGIN DISMISSING AND DISHONORING THE CONTRACT,**  
**BEING UNCONSCIONABLE, IMPLAUSIBLE, INCONSISTENT, and ABUSIVE:**  
**"BADGES OF FRAUD;"**

45. 11/19/2020, Kent calls me a greedy b\*\*\* for asking about the missing contract. EXHIBITS 45 & 49
46. 11/20/2020, Ernie texts, "the contract is void because the AmEx card is cancelled." EXHIBIT 46
47. 11/20/2020 Ernie texts, "a monthly spousal expense reimbursement would not even require a written contract." PRECISELY! This was NOT monthly "spousal support." A monthly expense reimbursement would just be a credit card which could be taken away in the event of a divorce. No one gives \$133,000 for a monthly spousal expense reimbursement. EXHIBIT 46
48. 11/20/2020, Ernie texts, "if it were not a loan, it would require a 1099." EXHIBIT 48
- PRECISELY! It was NOT spousal support, NOR wages since there was NO 1099.

49. 11/19 & 20/2020, Kent texts, "I recommend mediation by Paul Hansen, Jonathan and Bethany, Brady Byrum, and Bill Sardi." EXHIBIT 49
50. 11/24/2020, Brady Byrum's mediation conclusion is CSE/Kent owes me \$156,000. EXHIBIT 50
51. 12/27/2020 and 2/17/2021, Paul Hansen's mediation conclusion is Kent/CSE owes me \$169,358. Kent Hovind texts, "Much of it sounds good and reasonable." EXHIBITS 51a - e
52. Jonathan's mediation conclusion is, "Cindi is the victim of a very clever con." EXHIBIT 52
53. 11/22/2020, 11/25/2020 & 5/21/21, Kent attempts blackmail, "Cindi gets paid her \$1,300 ONLY IF she submits to ministry authority and sleeps in Kent's bed." EXHIBITS 53a, b & c
- There were NO CONTINGENCIES in the Written Contracts, and NO CONTINGENCIES in the Verbal Agreement. The word "IF" and the phrase, "In the event of divorce or separation" does NOT occur in either EXHIBIT 3 NOR EXHIBIT 33. EXHIBIT 33 expressly excludes any contingencies.
54. 12/23/2020, Kent texts, "If Cindi evicts Steve, he can move into our spare room." EXHIBIT 54
- That spare room is in our marriage home where I slept when Kent was abusive.
55. 12/23/2020, Paul Hansen rebukes Kent for inviting Steve to live in our home and accuses Kent of "doing this to drive your wife away." EXHIBIT 55 I agree. Kent, Ernie, and Steve were trying to drive me and other truth-tellers away since Steve's drug bust. EXHIBIT 39b, 5g, h & i.
56. 12/31/2020, Kent emails, "\$120,000 is the minimum LOAN DUE... CSE will continue to pay... Cindi should be court marshalled or shot for her rude disobedience to authority." EXHIBIT 56
57. 1/2/2021, Kent apologizes for calling me a greedy b\*\*\*\* and acknowledges LOAN DUE. EXHIBIT 57
58. 1/21/2021, Kent attempts to mislead me to a NEW FRAUDULENT contract. EXHIBIT 58a & EXHIBIT 58b, a recording on USB of Kent & Brady conspiring to "Shut me up" with this sham contract.
59. 1/23/2021, Kent tries to get me to sign a lie about Domestic Violence, says I should "join all my finances with him by donating all to CSE," shames me for not "blending all with my husband." EXHIBIT 59, 64b
60. 1/25/2021, Steve Lynn, Kent, and Ernie's covered-for tech guy, vacates and vandalizes my rental property. Kent and Ernie protect Steve, accuse me of lying, refuse to come see damages. EXHIBIT 5c
- The next day, Kent and Ernie agree to promote Steve to the CSE Board and laugh about how it will "get Cindi excited." I FINALLY see my marriage and this "ministry" is a FRAUD, a dangerous place, and I

plan to move myself and my 80-year-old mother out of DAL as soon as I can fix Steve's vandalism damages. Other devoted volunteers leave or are kicked off DAL for defending Cindi. Sooo sad... We came here to serve God and live in a Christian community... it took us a long time to realize it was a RICO. Recording on USB of Kent and Ernie recommending Steve to the CSE Board: EXHIBIT 60

61. 1/31/2021, Kent acknowledges a LOAN ranging from \$90,000-\$170,000 and offers Silver and Gold Coins, a Motor Home, the Polaris side-by-side, and 2 Golf Carts to pay back what he BORROWED 16-page stapled packet). EXHIBIT 61a - m

62. 2/3/2021, Kent emails a Reiteration of the Gold Coins & Motor Home offer above. EXHIBIT 62

63. 2/13/2021, Kent texts, "She wanted to invest the money she got from her father..." EXHIBIT 63

64. 2/15/2021, Kent attempts blackmail again, texts that he will "ONLY pay Cindi if she signs a Non-Disclosure Agreement about Steve's vandalism; the Domestic Violence charge; returns as a submissive wife; and sleeps in his bed." EXHIBITS 64a, 5c & 64b

65. 2/15/2021 & 2/16/2021, Ernie texts, "Doc or I had zero authority to make a loan..." EXHIBIT 65a & b  
Ernie in the same two texts, "CSEM has never had any agreements with Cindi..." EXHIBIT 65a & b

- By signing the contracts, Ernie and Kent intentionally MISLEAD me that they DID have authority.
- The contract was NOT with CSEM, it was with CSE Inc., Ernie is again intentionally MISLEADING.

11/23/2020 Ernie's email contradicts his above texts. Contradictions are even within this email, exhibiting the Badge of Fraud: INCONSISTENCY: "Your agreement is NOT with the Ministry, it is with the "For Profit." Hence, why I CAN WITHOUT board approval make agreements." EXHIBIT 65c

11/25/2020, Ernie flips back to the "no authority/non-profit" lie, again INTENTIONALLY to MISLEAD, confuse, cloud and unrightfully Defraud me and Unjustly Enrich himself.

Then within the same email, Ernie flips back to saying he will still keep the agreement. EXHIBITS 65d

66. 2/17/2021, Kent emails he was "wrong to borrow money" from me, that I should "completely forgive and forget the entire debt," that I can collect ONLY if I "stay as happy wife," and in the same email states the contract is "non-existent." The same day, Kent texts, "The contract is NOT tied to the marriage." Badge of Fraud: INCONSISTENCY.

Additionally, Kent states he will pay me "until he thinks it fair," exhibiting the Badge of Fraud:

UNCONSCIONABLE defined legally as:

- An absence of choice on one party's part
- Contract terms unreasonably favorable to one party
- Unequal bargaining power among parties
- Oppressive, one-sided and patently unfair terms (Rollins v. Foster, 1998) EXHIBITS 66 & 51a

67. 3/2/2021 Ernie, Kent and Brady Byrum conspired and sent me a check with the Memo, "Accord and Satisfaction," in small print, and greyed out ink. EXHIBITS 67a, b, c & d

68. We were obviously NOT in Accord, NOR was the contract Satisfied, but this PROVES a contract exists, and shows how they tried again to Unfairly defraud me and Unjustly Enrich themselves. I did not see the memo on the check, nor did I understand what it meant at the time.

69. 3/7/2021 and 3/18/2021, Ernie threatens, "giving CSE, Inc. to Steve Lynn to retaliate." Steve Lynn had just vandalized my home, 1/25/2021. EXHIBITS 69a, 69b, 1b, 5b - f

The transfer of property in anticipation of litigation or execution is one behavior that indicates that one party is trying to hinder or defraud another party. It is ANOTHER BADGE OF FRAUD.

70. 3/10/2021, Kent says, "CSE is NOT involved and does not owe Cindi anything." EXHIBIT 70

71. 5/5/2021, Ernie says "it is a guaranteed agreement to Doc," not Cindi, and to leave Ernie and CSE out of it. This EXHIBIT shows 2 contrasting emails side-by-side: INCONSISTENCY. EXHIBIT 71

72. Your honor, this last cruel text from Kent Hovind, and my reply, serves 2 purposes: a summary from the horses' own mouth's, and a bit of comic relief. EXHIBITS 72a & b

EXHIBIT 72b also shows another fraud by Kent: notice "his amount paid" jumped from \$28,600 when we last saw it (\$1,300 x 22 months), to \$50,000. Kent bought a motor home from me and Mark Stoney for \$10,000 and tries to claim he "gave me" \$10,000 toward Contract Debt. Proof EXHIBIT 72c

**73. Kent and Ernie's IMPLAUSABLE, UNCONSCIONABLE and INCONSISTENT Statements are BADGES OF FRAUD. Kent and Ernie's ADDITION OF CONTINGENCIES AFTER I PAID IS "UNCONSCIONABLE," legally defined as:**

- a. Both a surprise to me as the weaker party, And

- b. One-sided and unreasonably and unfairly in favor of the stronger party.

**74. The 6 Elements of FRAUD were EXHIBITED as well, legally defined below:**

- A. A representation was made. Kent, Ernie, and the other CSE Board Member, Bill Sardi, made a representation to me that I would receive 20 years of payments of \$1,300/month in exchange for my \$100,000 - \$130,000 toward DAL/CSE/Kent Hovind. EXHIBITS 21, 3, 33 & 25
- B. That claim was false. Payments stopped after less than 2 years. EXHIBIT 67
- C. The claim was known to be false. Kent & Ernie "CONCEALED AND FAILED TO DISCLOSE":
  - i. that I would only be paid if I was "submissive." EXHIBITS 53a, b & c, 64a & b
  - ii. that I must keep silent about drugs, abuse, or vandalism EXHIBITS 53a, b & c, 59, 64
  - iii. that they did not have authority to sign the contract. EXHIBIT 65
  - iv. they knew I believed the contract WAS legally binding. EXHIBITS 21, 22, 25, 30, 31, 33, 36, 5n, 40, 41, 43, 46 48, 63
  - v. they knew NOONE would pay \$130,000 for a contract contingent on subjective UNCONSCIONABLE and PATENTLY UNFAIR beliefs about unconditional submission, silence, and abuse; so, they had to make false claims to mislead me.
- D. I relied SOLEY on the Contract and Verbal Agreement to make my decision to put my money in DAL instead of a rental property to re-establish my California rental property income stream. Those intentions were clearly and frequently spoken and understood by all.
- E. Kent and Ernie intentionally MISLED AND INDUCED me to believe I had a legally binding contract to make me believe putting my money in CSE/DAL would secure my future livelihood.
- F. I suffered extreme material loss as \$1,300/month is over half my livelihood. I had to sell my car, incur \$15,000 in debt, move out of my house, go back to work, and use all my savings.
- G. I suffered PTSD from Kent, Ernie, Steve and other CSE associate's abuse, vandalism and threats.

**STATUTE OF LIMITATIONS**

I am using the March 2, 2021, "Accord and Satisfaction" check date to calculate March 2, 2023, as the 2-year STATUTE OF LIMITATION on FRAUD.

**COUNT ONE WANTONNESS**

1. The Plaintiff re-alleges all prior paragraphs as if set out here in full.
2. The Defendants acted with reckless indifference to the consequences, and consciously and intentionally wrongfully created the fraudulent contract, are currently attempting to keep sums due to the Plaintiff, intentionally disseminated to others (including DAL workers, donors and friends) false, libelous, and slanderous reports; failing to remove the adverse reports once she disputed the same.
3. These actions were taken with reckless indifference to the consequences, consciously and intentionally to increase profits for the Defendants, and discredit Cindi Lincoln's testimony of misconduct, donor fraud, and cover-up in CSE.
4. The Defendants knew, and in fact, enjoyed (EXHIBITS 60 & 69a) that these actions would result in injury to the Plaintiff including financial, emotional, and mental anguish.
5. As a proximate result of the Defendants' wantonness the Plaintiff was injured and harmed and suffered financial injury and emotional damage.
6. As a result thereof, Defendants are liable for all natural, proximate, and consequential damage, loss and repayment due to their wantonness upon a proper evidentiary showing.

**COUNT TWO UNJUST ENRICHMENT**

1. The Plaintiff re-alleges all prior paragraphs as if set out here in full.

2. The actions of the Defendants keeping the contractually obligated funds of the Plaintiff in violation of law resulted in Defendants being unjustly enriched by approximately (\$133,477 - \$28,600 = \$104,877) of Cindi's funds due back to her.
3. As a result of the Defendant's unjust enrichment, the Plaintiff has been injured and damaged in that the Plaintiff has been betrayed and defrauded of her 20-year agreement and more than half her livelihood.
4. The Plaintiff claims all damages, loss and repayment allowable under law because of the Defendant's wrongful conduct and unjust enrichment.

### **COUNT THREE BREACH OF CONTRACT**

1. The Plaintiff re-alleges all prior paragraphs as if set out here in full.
2. The Plaintiff and Defendants entered into a written and verbal contract.
3. The Defendants breached the agreement by failing to comply with the promised 20 years of payments.
4. As a result of the defendant's breach of contract, the Plaintiff was caused to suffer financially and emotionally and claims all damages, loss, and repayments that are allowed under law.
5. That this failure to pay promised funds constitutes a breach of contract and thus entitles the Plaintiff to immediate payment in full of all sums secured by this contractual agreement.
6. Accordingly, the Plaintiff exercises her right to pursue payment in full of said sums.

### **COUNT FOUR FRAUD**



1. The Plaintiff re-alleges all prior paragraphs as if set out here in full, especially Lines 74 A - G.
2. The Defendants misrepresented that the contract was legally binding and not contingent upon anything except my giving the \$100,000 - 130,000 promised. Obviously, had the Defendants not made false and misleading representations, concealing their intent to have the contract contingent on subjective, UNCONSCIONABLE, PATENTLY UNFAIR marriage behavior, the Plaintiff would NEVER have signed nor invested her money. to wit: intentionally misleading the Plaintiff in what was known to be false. Ernie himself admits a monthly expense credit card would not require a contract. EXHIBIT 46  
Ernie himself admits payments for services require a 1099. EXHIBIT 48  
CSE's Tax Deductible Charitable Receipt shows my spending was not donations. EXHIBIT 36
3. Said misrepresentations were made willfully and/or wantonly and/or fraudulently, and/or recklessly with the intent to induce the Plaintiff to act thereon; and upon which the Plaintiff did in fact act to her detriment. I believed and was assured by Ernie and Kent that 20 years of payments were guaranteed and legally binding.
4. Plaintiff justifiably relied upon said representations made by Defendants and because of said reliance proceeded with the execution of the contract; at the time said representations were made the same were false and known by the Defendants to be false and/or were false and made with the intent for Plaintiff to rely thereon.
5. EXHIBITS provided demonstrate that Kent, Ernie and CSE REPEATEDLY and HABITUALLY attempted to MISLEAD, cloud, threaten, scare, intimidate, blackmail, manipulate, insult, coerce, guilt-trip, crazy-make, and slander the Plaintiff for months in order to get her to give them the money and shut up about the Domestic Violence, the Vandalism, the Drug Cover-Up, and the abuse of Donor Funds she witnessed.
6. Evidence provided demonstrates Defendants REPEATEDLY and HABITUALLY used MULTIPLE BADGES OF FRAUD including obfuscation, outright lies, IMPLAUSABLE, UNCONSCIONABLE and INCONSISTENT Statements.

7. As a proximate cause of the fraudulent misrepresentations made by the Defendants, Plaintiff was proximately caused to suffer financial and emotional damages and loss.

**COUNT FIVE CLAIM FOR DECLARATORY RELIEF**

1. Defendants breached the contract with the Plaintiff by failing to follow the payments for 20-year requirements agreed to in the 5/1/2019 contract as well as the contract reiteration and clarification dated 11/17/2019. Defendants failed to properly make their payments. As a result, the Plaintiff is entitled to the following declaratory relief: (1) An Order declaring Plaintiff's funds immediately DUE and PAYABLE.
2. WHEREFORE, the Plaintiff having set forth her claims for relief against the Defendants respectfully prays of the Court as follows: a. That the Plaintiff has and recovers against the Defendants, a sum to be determined by this Court and their peers in the form of actual losses, damages and repayment. b. That the Plaintiff has such other and further and proper relief as the Court may deem just and proper.
3. I beg you, Your Honor, to vindicate me, to thwart these criminals, to restore my good faith funds, and to render due judgement so the public can be warned of these unscrupulous men posing fraudulently as a good Christian ministry.

RESPECTFULLY SUBMITTED:

Cindi Lincoln

26298 Highway 41

Brewton AL 36426

(707-479-1266)

Plaintiff

47-4585827

AA Companyregistry.com C

**flcompanyregistry.com**

**EXHIBIT 1a**  
Director details  
(2)

Name	Title	Address
LAND. ERNEST	PVST	1798 MELSON LANE STUDIO C WESTVILLE FL 32464
LAND. ERNEST	D	1798 MELSON LANE STUDIO C WESTVILLE FL 32464

**ilcompanyregistry.com**

**EXHIBIT 1b**

From: Ernie Land <doctog@outlook.com>  
 Date: March 7, 2021 at 7:35:37 AM CST

To: "cindilincolin@comcast.net" <cindilincolin@comcast.net>  
 Subject: RE: Sorry to bother, accountability...

I actually already mailed it there since I got copy of you showing up and showing out, like a little girl that is mentally insane. See I have remained honorable to my word while enduring your insanity and cruel behavior as a spouse to Doc. But very seriously I am considering giving the ownership of CSE, Inc. to Steve, so he can retaliate on your insane actions. It would be a wonderful thing to see you have to deal with Steve owning CSE, Inc. And that would also destroy your lies about me profiting from the Ministry. Checks in the mail.

Ernie

Sent from Mail for Windows 10

From: cindilincolin@comcast.net

Sent: Saturday, March 6, 2021 3:43 PM

Subject: Sorry to bother, accountability..

Ernie, before these witnesses, this is my new address to send my \$1,300/month check, since Doc will not allow me on DAL property to get my mail any longer:

Cindi Lincoln  
 20288 Hwy 41  
 Brewton AL 36426

Thank you,  
 Cindi

Message sent 3/9/2021 10:27:55 AM

Message received from CSE Ernie 3/9/2021 10:38:09 AM

Paul you must be ignorant CSE, Inc. is the for profit corporation that has contracts with Kent to sell his intellectual property. It is separate from CSE Ministry and its sole owner and shareholder is me. I realize you conceive little about taxation in the modern world but the separation and even holding rental agreements and contracts with the Ministry keeps them separate from each other to allow both to function with low risk for Kent. You need to know more about what you communicate on so as not to look stupid.

Alabama Secretary of State

Business Entity Records

Home » Government Records » Business Entity Records

Creation Science Evangelism Ministries, Inc.	
Entity ID Number	000 - 397 - 041
Entity Type	Domestic Non-Profit Corporation
Principal Address	488 PEARL LANE REPTON, AL 36475
Principal Mailing Address	488 PEARL LANE REPTON, AL 36475
Status	Exists
Place of Formation	Conecuh County

Incorporators	
EXHIBIT 2a	
Incorporator Name	LAND, ERNEST
Incorporator Street Address	1798 MELSON LANE WESTVILLE, FL 32464
Incorporator Mailing Address	1798 MELSON LANE WESTVILLE, FL 32464
Transactions	
Transaction Date	07/26/2017
Miscellaneous Filing Entry	New Entity Effective 07-24-2017 10
Director Name	LAND, ERNEST
Director Street Address	1798 MELSON LANE WESTVILLE, FL 32464
Director Name	SARDI, BILL
Director Street Address	1502 FOOTHILL BLVD SUITE 103 LA VERNE, CA 91750
Director Name	BYRUM, BRADY
Director Street Address	488 PEARL LANE REPTON, AL 36475

EXHIBIT 2b

Cindi L. Lincoln  
488 Pearl Ln  
Region, AL 36475-1108

1827  
00-7784/2071

10/9 2019

By To The  
Order of

CSE

\$ 10,929.38

Redwood Credit Union  
3030 Cleveland Avenue  
Sparta, MO 64483

In the beginning God created the  
heaven and the earth. & it was good

For balance of 33.5  
#3211775851100000024393511827

Cindi Lincoln

0702165763 01010010 10012015

END OF PAGE

FOR DEPOSIT ONLY  
ALL IN CREDIT UNION  
CSE INDUSTRIES, INC  
ACCOUNT# 0000301017796

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

**Support Contract****Constitution of the United States Article 1 section 10 Contract**

In order to contract for support of the spouse of Dr. Kent Hovind and to incorporate such support into his intellectual property rights agreement.

Ernest Land for Creation Science Evangelism, Inc. (CSE, Inc.)

First Party, agrees with

Cindi Lincoln

Second Party

for the compensation of \$1,300.00 per month funded monthly by allowing the use of American Express expenses provided and paid for by Creation Science Evangelism, Inc., a company that holds the rights to Dr. Kent Hovind's intellectual property rights through the sales of said products.

All expenses and services per this invoice and on a ongoing monthly basis. This invoice will be for \$1,300.00 to Creation Science Evangelism, Inc. each month on American Express billing for expenses.

For this 1st day of May, 2019, valid ongoing for 10 years, renewable for an additional 10 years on May 1, 2029.



5/1/2019

Ernest Land "Without Prejudice, UCC-1-308" On Behalf of CSE, Inc.



Cindi Lincoln

THE BACK OF THIS CHECK CONTAINS A SECURITY MARK - DO NOT ACCEPT WITHOUT HOLDING AT AN ANGLE TO VERIFY SECURITY MARK.

Please Post to Account: CSEM

ERNEST LAND  
1798 MELSON LANE N.W.M.C  
WESTVILLE, FL 32464Mediterra Corporation  
P.O. Box 7236  
Spartan Falls, WI 54117-7236  
pays@mediterrane@bigpaymentservices.com  
1-877-346-5272Payable through  
BMO Harris Bank, N.A.  
ANTIOCH, WI

2.600 2652041928

January 21, 2021

EXHIBIT 4

PAY One Thousand Three Hundred and 00/100 Dollars

\$ \*\*\*\*\*1300.00

TO THE

CINDI LINCOLN  
488 PEARL LN  
REPTON AL 36475-1108

#CSP01000E390EAB# 72842569

VOID 90 DAYS AFTER ISSUE

THIS IS A BILL PAYMENT DRAFT WHICH IS DRAWN BY  
MEDIVANTE CORPORATION WITHOUT RECOURSE.

Memo:

# 2652041926# #075901480# 91790012211067#

THE BACK OF THIS CHECK CONTAINS A SECURITY MARK - DO NOT ACCEPT WITHOUT HOLDING AT AN ANGLE TO VERIFY SECURITY MARK.

Please Post to Account: CSEM

ERNEST LAND  
1798 MELSON LANE N.W.M.C  
WESTVILLE, FL 32464Mediterra Corporation  
P.O. Box 7236  
Spartan Falls, WI 54117-7236  
pays@mediterrane@bigpaymentservices.com  
1-877-346-5272Payable through  
BMO Harris Bank, N.A.  
ANTIOCH, WI

2.600 2661127995

February 18, 2021

PAY One Thousand Three Hundred and 00/100 Dollars

\$ \*\*\*\*\*1300.00

TO THE

CINDI LINCOLN  
488 PEARL LN  
REPTON AL 36475-1108

#CSP01000E390EAB# 72842599

VOID 90 DAYS AFTER ISSUE

THIS IS A BILL PAYMENT DRAFT WHICH IS DRAWN BY  
MEDIVANTE CORPORATION WITHOUT RECOURSE.

Memo:

# 2661127995# #075901480# 91790012211067#



Kent Hovind telling his nightly viewers, "Make your checks payable to CSE."

EXHIBIT 5a

MR. JOHN JONES  
NEW ORLEANS, LA 70112  
MEMBER NO. 100005-1234

243

CSE

Thirty One Dollars and 00/100

\$ 31.00

777 Club

John Jones

000005-1234 623-4567

777 Club

488 Pearl Lane

Repton, AL 36475

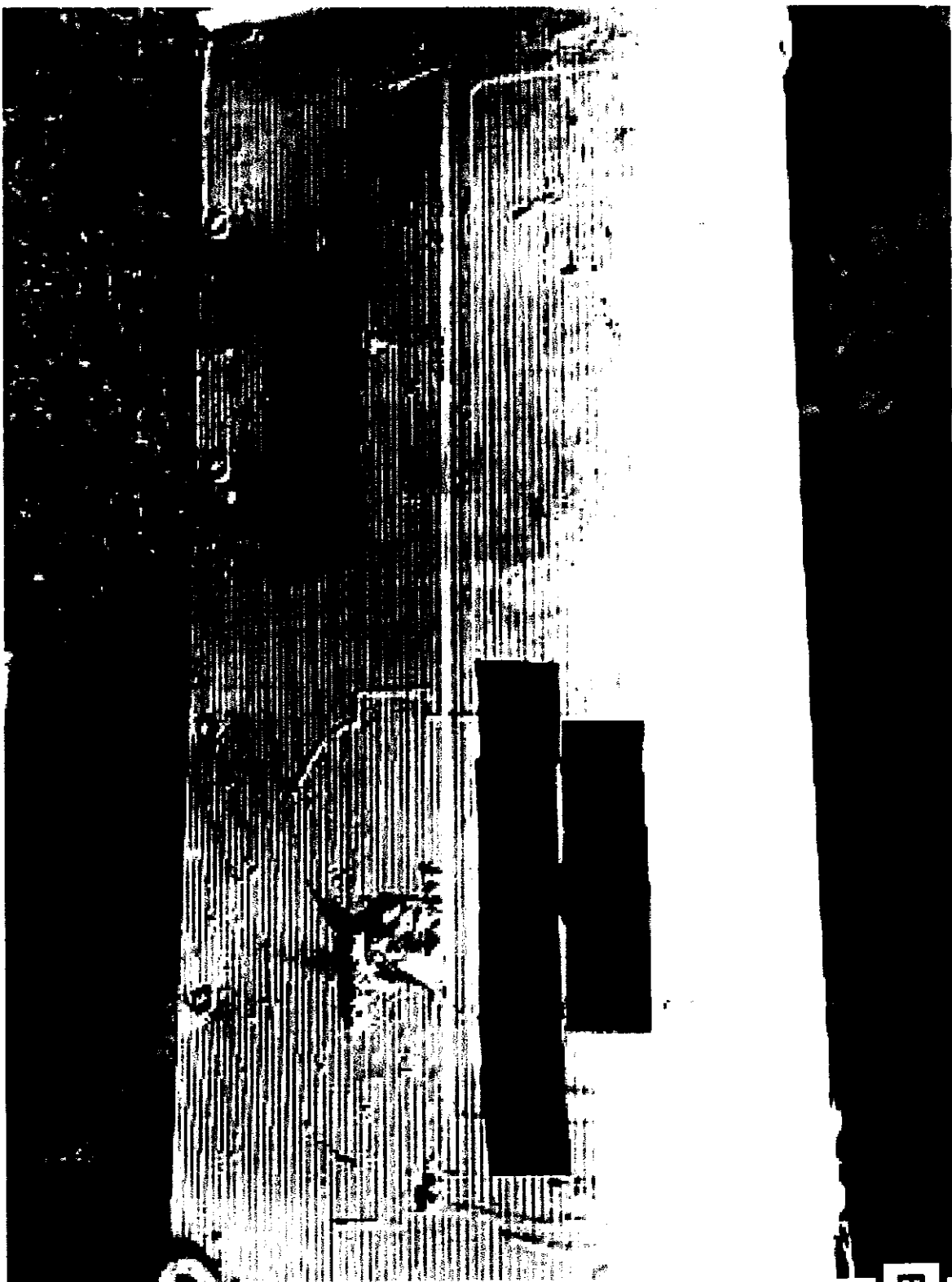
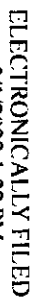


EXHIBIT 5b



21-DV-2021-900026,00  
DISTRICT COURT OF  
CONECUH COUNTY, ALABAMA  
DAVID JACKSON, CLERK

**IN THE DISTRICT COURT OF CONECUH COUNTY, ALABAMA**

**LINCOLN CINDI LEE,  
Plaintiff,**

✓

**LYNN STEVEN RODNEY,  
Defendant.**

**Case No.: DV-2021-900026.00**

## ORDER

The above styled matter having come for a hearing on the 1st day of February, 2022, and the Plaintiff appeared with counsel, Anthony Bishop. The Defendant's attorney, Danny White appeared and the Defendant himself failed to appear. The Court granted the Defendant attorney's motion to withdraw and the Plaintiff's counsel made a motion for a default, and the Court having taken testimony and considered the same, it is hereby

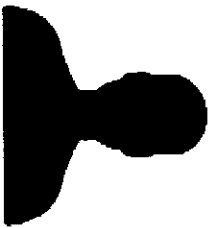
ORDERED and ADJUDGED that the motion to withdraw by Danny White is GRANTED and the motion for default against the Defendant is GRANTED. Based on the testimony and exhibits, Default Judgment is hereby rendered in favor of the Plaintiff in the amount of Ten Thousand, Eight Hundred Seventy Six Dollars and No Cents, (\$10,876.00), together with the costs of court.

**DONE this 1<sup>st</sup> day of February, 2022.**

**/s/ CLINTON H HYDE**  
**DISTRICT JUDGE**

**EXHIBIT 5c**

&lt; Indexes

**LYNN, STEVEN RODNEY**

Personnel Department, 3700 N. 10th St.

**Information:**

Date of Birth: 11/11/54

Date of Birth: 11/11/54 12:00 PM

Last Name: SROVON

Eye Color: Blue

Height: 6' 0"

Weight: 210 lbs

Race: W

Gender: M

Residing Type: R 70 2000 17 00 00 AD

Assigning Agency: Montgomery County

**Charges:**

Charge: Theft

Arrested: 11/11/54 12:00 PM

Burglary, first theft reported

# THE MONROE JOURNAL

**Page 3 (excerpts)**

In an unrelated case, Monrovia Police arrested 35-year-old Steven Lynn of Monrovia on charges of burglary.

The charges stem from a burglary last Tuesday after the alleged offender stole a truck from a law office.

Monrovia Police Department is seeking information on anyone who saw the truck.

The newspaper reported a burglary victim who had been burglarized reported a theft of a truck from a law office.

The victim, who had been burglarized, reported a theft of a truck from a law office. The victim, who had been burglarized, reported a theft of a truck from a law office.

...of the ... ..

... ..

... ..

... ..

**Lynn**

MONROVIA Tuesday afternoon and released on \$10,000 bond the following day.

Lynn said the large had been left in the late-model Toyota Tacoma.

**EXHIBIT 5d**

EXHIBIT 5e

DOCUMENT 10

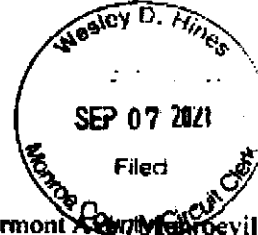
COUNTY OF MONROE  
STATE OF ALABAMA

§

§

ss:

## AFFIDAVIT OF FACTS



1. On and for the record, I affirm that I am Steven Lynn of 433 Clairmont Avenue, Monroeville, Alabama 36460, with Alabama License No. 6853249, and that I am not a minor or under any disability to make this affidavit.
2. I affirm that I am before this court in case number DC 2021-000402.00 under Special Appearance only, waiving no rights to any Jurisdictional or Constitutional Defects, and that I am supposed to be represented by the Court Appointed Attorney Grantham.
3. I affirm that since my time of arrest on August 12, 2021, I have called Ms. Grantham no less than 5 times, on August 27, (three times), and one time each on September 02 and 03, leaving at least one message on the generic voicemail, and I also left a text on September 03, all on her phone number of 334-201-8051, and at NONE of those dates did she ever answer the phone, or return my calls or text at any time up to this date, AND I affirm that Ms. Grantham and I have never met in person at any time or date.
4. I affirm that under *Argersinger v. Hamlin*, 407 U.S. 25, the United States Supreme Court held that the accused cannot be subjected to actual imprisonment unless provided with counsel.
5. I affirm that although the Record of the Court might indicate that Ms. Grantham has been assigned to be my attorney of record, **because** she has not returned any phone calls or texts, and **because** she has not visited me in person at any location or time, we have therefore not been able to discuss and prepare any defense to the pending charge against me, and therefore it is AS IF I have been unrepresented, and I have therefore been deprived of my Fifth Amendment right of due process and my Sixth Amendment right of representation.
6. I affirm that at the time and date of the offense, I was under a drug-induced Necessity or Duress, mistakenly believing that my adult son (*who lives in Missouri*), had somehow come to Alabama and was in the Monroeville Walmart, desperately needing my help, and **I abandoned my \$45,000 Jeep with the keys in it - and running, in the Marvin's parking lot - where I took another man's truck, (likely valued around \$10,000), that had its keys in it, and drove it to the Monroeville Walmart and parked it, where I had ran inside Walmart frantically searching for my son, (who obviously wasn't there needing my help), and that this false (but very real to me at the time), mental duress was still ongoing when and where I was arrested inside Walmart, and I did not resist the officer's arrest.**

EXHIBIT 5f

## DOCUMENT 10

7. I affirm that this drug-induced medical mental necessity and duress somehow caused me to falsely believe there was a present, imminent and impending apprehension of death or serious bodily harm that would occur to my son in the Monroeville Walmart. (*Trammell v. Disciplinary Bd. of the Alabama State Bar* 431 So. 2d 1168, 1170 (Ala. 1983); *Ballou v. State*, 365 So. 2d 352, 356 (Ala. Crim. App. 1978); *Browning v. State*, 31 Ala. App. 137, 13 So. 2d 54 (Ala. Ct. App. 1943). See *Allison v. City of Birmingham*, 580 So. 2d 1377, 1383-84 (Ala. Cr. 1991).

8. I affirm that since that date of arrest, I bonded out, and voluntarily entered the New Beginnings Rehab, and that after two weeks of staying there, discovering that there was insufficient spiritual content to address my deeper needs and concerns, I left there and since then, have been under continual private counsel with a local Baptist Minister who has decades of wisdom and Godly counsel, and is helping me in work and life.

9. I affirm that since that date of arrest, that I have continuously been and am still now clean and clear of the prescription medication and drugs that had induced the first mental "emergency" Necessity and Duress that created this case.

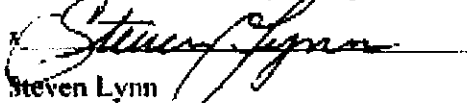
10. I affirm that within the hour of the incident, the man's truck was returned to him, undamaged.

11. I affirm that I do not have a criminal conviction history, in this state or any other state.

12. I affirm that I therefore plead for this court's mercy.

Further, this affiant sayeth naught.


Signed this the 7th day of September, 2021, under the penalties of perjury

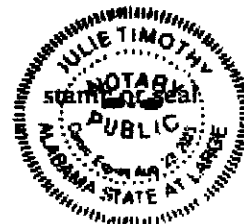
  
Steven Lynn

#### Acknowledgment for Individual

I, a Notary Public, hereby certify that Steven Lynn, whose name is signed to the foregoing instrument, provided me with State of Alabama Identification, acknowledged before me on this day that, being informed of the contents of the instrument, that he executed the same voluntarily on the day the same bears date.

Given under my hand this 7th day of September, A.D. 2021.

  
Notary Public



**EXHIBIT 5g**

In the green box is text from Mark Stoney, another volunteer, besides me, who was threatened to be kicked off as part of Kent and Ernie's cover for Steve Lynn's lying and drug involvement. Used with permission.

**Conversation with Freddie Urena, Ernie Land**

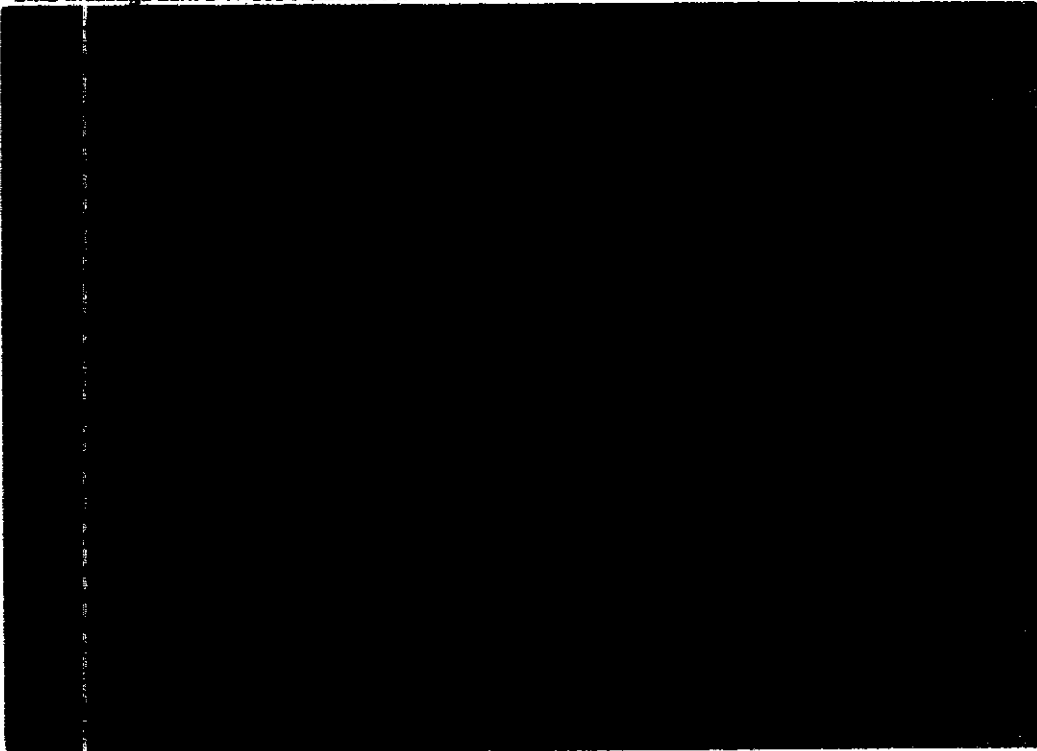
SMS Message received from Ernie Land 3/10/2020 7:27:20 AM

- EL Hey Gentlemen, just a heads up. Doc told me Cindi wanted to have a meeting including you guys on Steve. Just so you know the board gives Doc control of the day to day operations and does not give Cindi any authority to call any meetings to question Doc's authority, so my advice to you would be to NOT get involved and not let Cindi drag y'all into things.

SMS Message received from Ernie Land 3/17/2020 7:33:16 PM

- EL I'm letting this go in the hope you guys felt Doc called this meeting, but I texted both you guys prior and said you need to stay out of this. You need to tell Cindi you will not get involved. This Ministry is not ran by committee. Doc gave very clear orders that need to be followed.

SMS Message sent 3/17/2020 8:57:58 PM

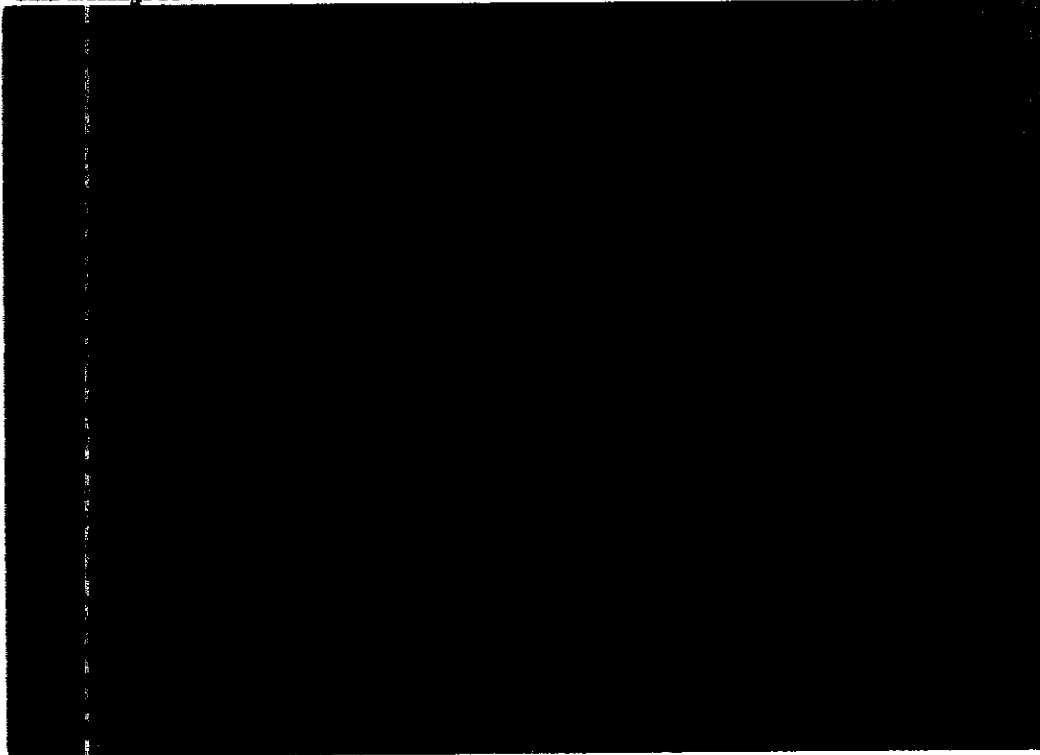


SMS Message received from Ernie Land 3/17/2020 9:17:30 PM

- EL Doc stated his decision and said it was over, THEN you interjected all about the you tube incident. I believe if you did that to an officer while serving it would be called insubordination. Steve is not a sacred cow, but his authority given to him by orders from the Board and/or Doc seem to offend people often on campus. And as to my being in business with Steve LOL, well I guess since he does work for clients I have and send to him, well I guess he works for me, but he is not in business with me. So Conflict of what interest?

EXHIBIT 5h

SMS Message sent 3/17/2020 10:34:18 PM



SMS Message received from Ernie Land 3/18/2020 5:56:35 AM

EL Steve stepped up in an hour of real need when a very well liked and trusted IT guy turn coated on the Ministry. Steve was given the task, maybe unfairly to tell someone to leave. He worked diligently recovering pass words, codes, and etc. He was never an issue back then, but because Doc started using him as a second in command the issues began to come up, and when Cindi married Doc and decided she needed to be involved in the drama to protect people from Steve then Doc and I had to begin protecting Steve. I guess throwing people under the bus is the common term for his catching people in either their short comings or their sins. I've been here for many years. I've heard what you say many times, and when one really figs into the details one finds ulterior motives. Steve is very brash. He is not easy going, but most importantly he is a vendor and he does do his job in IT. Doc calls on him for far too many other things and Steve does as Doc bids him. I have to realize you too have an agenda. So just to make myself clear Doc and I speak to the Board often and that Board looks to Doc for the day to day operation and to me for major on the fly decisions. I have 3 sacred cows, #1. Doc #2. The executive secretary and #3. The IT guy. You may see my use of Steve's skills in my business as a conflict of interest, that's alright, my heart is clean, so I will gladly stand before God on that matter. Your communication on all this and telling me how all the other people there feel, just further enlightens me on the back biting, gossip, and sowing of discord among brethren there, all of which Cindi leads the pack with, that my friend is much worse then some individual telling some lies, because that harms the entire kingdom work. If you take issue with these things that leadership here has concluded decisions on maybe you are being led to start your own Ministry.



## EXHIBIT 5i

On Apr 10, 2020, at 12:47 PM, Ernie Land <[docfog@outlook.com](mailto:docfog@outlook.com)> wrote:

I hear Timmy admitted to smoking a joint around the time he left camp, and Doc is giving him time to get clean, while not allowing him back at the campus until that time has expired, much like the man now living at Paul's. My understanding.

You guys just don't get it. We can not demand Steve take a drug test. Doc could choose to use someone else on campus as a right hand man giving them authority as he does Steve on daily matters. Doc chooses not to because he says Steve has proven to be loyal to him. Doc's choice.

The big issue I see is you openly and in public rebel against Doc. So others feel it is OK to do the same. Which is creating all kinds of rebellion issues in which you are the leader. Yesterday, I witnessed it first hand. There were no less than 4 people I would have told to pack and go if I were Doc. That meeting did nothing except stir up animosity. Mark has been in this almost every time it's came up and with no personal reason to get involved. He is just a rebel. It is pressing to a time when I will go to the board to have these kinds removed. Doc has a great heart of forgiveness, but I see that is abused. If people are losing faith in leadership, they need to move on.

Ernie

On Apr 11, 2020, at 1:14 PM, [cindilincoln@comcast.net](mailto:cindilincoln@comcast.net) wrote:

Ernie, please can you consider the possibility that you and Doc are military generation, and what is rebellion to you two is honesty to a different generation? I think the South vs California mentalities is like that too. Mark nor I believe we are rebelling. We believe we are supposed to speak when it appears something important is being overlooked, like the fact that Timmy has no car, even though he has a car, because Timmy left his car here at DAL, broken, when he moved to Steve's house. Which indicates he likely got the pot with Steve, not on his own. How is pointing that out rebellion? It's thinking and sharing ideas and information with the goal of getting to the truth.

On a very personal note Ernie, please hear me, the level of pain I feel over being so misunderstood and discounted and invalidated when we bring valid concerns which any godly person would have is so great my spirit is crushed and I'm unable to be around people because tears are right constantly on the surface. The discounting, the calling of good evil, the hurt is too great. Sad and mad are intertwined. If you have any heart at all. We just want to be heard and respected and honored for caring and trying to add our observations. We are not wanting to usurp control. We just want respect and NOT to be dismissed and told to Shut Up and told if we don't like it then we can leave, as if kicked to the curb with no value. You are overlooking sooo much good and value and you do not have to conclude anything about rebellion. The hurt is so deep you are causing by this false conclusion and dismissal of us.

Sent from my iPh

**EXHIBIT 5j**

ELEVENTH CIRCUIT AFFIRMS TAX FRAUD  
CONVICTIONS OF CREATION SCIENCE  
PROMOTERS

DEC. 30, 2008

**Hovind, Kent E., et al., v. U.S.**

[DO NOT PUBLISH]

IN THE UNITED STATES COURT OF APPEALS  
FOR THE ELEVENTH CIRCUIT

Non-Argument Calendar

D. C. Docket No. 06-00083-CR-3-MCR

Appeals from the United States District Court  
for the Northern District of Florida

**(December 30, 2008)**

Before ANDERSON, MARCUS and PRYOR, Circuit Judges.

PER CURIAM:

Kent Hovind appeals his convictions and sentences for failing to collect and pay employment withholding taxes, obstructing tax laws, and structuring transactions to avoid financial reporting laws, 18 U.S.C. § 2; 26 U.S.C. §§ 7202, 7212(a); 31 U.S.C. § 5324(a)(3), (d); 31 C.F.R. § 103.11, and his wife, Jo Hovind, appeals her convictions and sentences for structuring transactions to avoid reporting laws, 18 U.S.C. § 2; 31 U.S.C. § 5324(a)(3), (d); 31 C.F.R. § 103.11. Kent and Jo challenge the sufficiency of their indictments and the evidence. Kent also challenges the calculation of the loss amount and the imposition of restitution, and Jo challenges the order of forfeiture. We affirm.

Separate presentence investigation reports were prepared for Kent and Jo. Kent's report paired the first 12 counts of the indictment into one group and the next 44 counts into a second group. United States Sentencing Guidelines § 3D1.2(d) (Nov. 2001). The report listed the offense level applicable to each group and selected the second group, which had the highest offense level of 22. Id. §§ 2B1.1(b)(1); 3D1.3(b); 2S1.3. The base offense level was increased by 2 levels because the offense was part of a pattern of unlawful activity that involved more than \$100,000 in a 12-month period, id. § 2S1.3(b)(2), and increased another 6 levels for Kent's aggravating role in the crimes. Id. §§ 3B1.1(a); 3C1.1. With a criminal history of I, the report provided a sentencing range between 97 and 121 months of imprisonment. The report calculated a tax liability, under the first twelve counts of the indictment, of \$604,874.87. Id. § 5E1.1(a)(2).

Jo's presentence report listed a base offense level of 22. Id. §§ 2B1.1(b)(1); 2S1.3. The report decreased the base level by 16 levels because Jo did not act with reckless disregard of the source of the funds and because the funds were the proceeds of lawful activity and were to be used for a lawful purpose, id. § 2D1.3(b)(2). With a criminal history of I, the report provided a sentencing range between 0 and 6 months of imprisonment.

Before Jo's sentencing hearing, the government moved to forfeit substitute property and requested the court substitute ten parcels of real property and a bank account belonging to Jo and Kent to satisfy the \$430,400 judgment. 21 U.S.C. § 853(p). The government attached to the motion an affidavit from Special Agent Charles Evans of the Internal Revenue Service. The affidavit stated that the agency could not find the \$430,400 because the Hovinds had transferred the assets to a third party, expended the assets on business-related expenses, and removed the assets from the jurisdiction of the district court.

The district court found that the Hovinds had disposed of the assets subject to forfeiture and granted the motion of the government to substitute property. The district court entered a final order of forfeiture against Jo and sentenced her to one year and one day of imprisonment. The court sentenced Kent to 120 months of imprisonment and to supervised release of 3 years, and ordered Kent to pay restitution of \$604,874.87.

## II. STANDARDS OF REVIEW

We apply three standards of review in this appeal. We review de novo the sufficiency of an indictment. United States v. Bobo, 344 F.3d 1076, 1082-83 (11th Cir. 2003). We review de novo challenges to the sufficiency of the evidence and view the evidence in the light most favorable to the government.

**EXHIBIT 51**

quarterly federal withholding taxes or file related documents with the Internal Revenue Service between 2001 and 2003.

The Hovinds were charged in a 58-count indictment. Kent was charged in the first twelve counts of the indictment for willfully failing to deduct and pay federal income and withholding taxes for employees of Evangelism Enterprises. 26 U.S.C. § 7202. The Hovinds were charged in the next 45 counts for structuring cash withdrawals to avoid financial reporting requirements. 18 U.S.C. § 2; 31 U.S.C. §§ 5313(a), 5324(a)(3), 5324(d); 31 C.F.R. § 103.11. Kent was charged in the last count of the indictment for obstructing the administration of internal revenue laws. 26 U.S.C. § 7212(a). The indictment also included a provision for forfeiture by the Hovinds of "any and all property, real and personal, involved in" the financial reporting crimes "and any property traceable thereto" and, if that specific property could not be recovered, for "forfeiture of any other property of [the Hovinds] up to the value of the . . . property." Approximately two months after the court-imposed filing deadline, the Hovinds moved to dismiss their indictments. The district court denied the motions as untimely and without merit.

After the government rested its case at trial, the Hovinds moved for an acquittal on each count of the indictment. Defense counsel argued that the government was required to prove for each count of structuring that the transaction equaled or exceeded \$10,000 and, because the evidence established that each transaction was less than that threshold, the Hovinds were entitled to dismissal of those counts. The government responded that it had a "fundamental disagreement" with the Hovinds' interpretation of the structuring statutes and argued that structuring necessarily requires a transaction under \$10,000. The district court "agree[d] with the government" that the Hovinds' interpretation of structuring was contrary to the statutes and denied the Hovinds' motion. The court later referred to its decision on the motion and instructed defense counsel that they would "not be permitted" to argue their interpretation of the structuring statutes. After discussion of the issue, defense counsel explained that they intended to argue that the government did not prove that the Hovinds structured each transaction to evade reporting requirements.

The Hovinds were found guilty of all charges. The jury found that \$430,400 was involved in or traceable to the financial reporting crimes. The jury entered a special verdict against the Hovinds for the forfeiture of real and personal property attributable to the reporting crimes.

EXHIBIT 5m

Replies



Ernest Land

Ms Deana I was going to not make anymore comments until this. I feel you must have some awareness of Jesus, based on what you just wrote. I do feel this group of people have very little human compassion to see what is taking place with Kent and feel it's justified. The Ministry was NOT a extensive criminal organization as the Judge stated, it is and was a Ministry that lead people worldwide to a belief in the word of God, and the saving grace of Jesus. Still is as Kent has lead over 700 souls to the Lord in prison. Kent is one of God's annointed, and to lay hands on him will reap one God's wrath. I do not say Kent didn't owe some taxes and keep in mind Kent doesn't say he owes no tax, he has said all along state to me the law on the tax one says he owes. The Ministry collected a lot of funds.

Peters post



Peter J Reilly

**FORBES.COM 'Kent Hovind Supporters Gaining Ground' - Illegal Religious Persecution in Ame**

Peters post



Deana Holmes

Ernie, your not so veiled attempts at saying those of us who believe Kent Hovind has to pay taxes like everyone else are going to face an angry God at the White Throne Judgment remind me that my favorite prayer is, "Jesus, save us from your professional followers."

Hovind - 1-19-07 - Sentg.

125 - 125 + [ ] [ ]

14

THE COURT: All right. Thank you. Ms. Heldmyer.

15

MS. HELDMYER: Your Honor, again, the evidence adduced at trial is completely contrary to that. The evidence adduced

16

17

is very clear that Mr. Hovind ran that business, ran every

18

aspect of that business and ran it with a tight fist. And

19

whether or not he claimed to have given ownership or control to

20

someone else, which he did on a number of occasions, the

21

evidence was very clear that he never, in fact, did that. He

22

exerted control over all of those employees. He did not give

23

any of his employees whom he had control over the option of

24

having wages or taxes withheld from their pay, which was

25

something that was forced upon them if they wanted to work at

Gwen B. Kesinger, RPR, FCRR

Official United States Court Reporter

Pensacola, Florida 32502

taxnotes



SEARCH

Deloitte.

Submitted by

DOCUMENT ATTRIBUTES

OCT 3 2012

11/11



FILE

LAHOVIND, PETIT OMER V COMMISSIOINER OF INTERNAL REV RESPONDENT

Hovind, Jo Delia v. Comm.

UNITED STATES TAX COURT

Filed October 3, 2012

James L. Chase, for petitioner

Jason D. Laseter, for respondent

UNITED STATES TAX COURT

NO. 1352-12

OCTOBER 3, 2012

VARVELL PAGE

RECOMMENDATION OF FACT AND OPINION

EXHIBIT 5q

petitioner has not established that she satisfied any of the conditions for collateral estoppel we reject petitioner's collateral estoppel argument.

#### D. Allocation of Income

Section 61(a) defines gross income as "all income from whatever source derived, including (but not limited to) the following items: (1) Compensation for services, including fees, commissions, fringe benefits, and similar items; (2) Gross income derived from business; (3) Gains derived from dealings in property; (4) Interest; (5) Rents". The definition is construed broadly and extends to all accessions to wealth, clearly realized, over which the taxpayer has complete [\*35] control. Commissioner v. Glenshaw Glass Co., 348 U.S. 426, 431 (1955). As the Supreme Court explained, a gain "constitutes taxable income when its recipient has such control over it that, as a practical matter, he derives readily realizable economic value from it." Rutkin v. United States, 343 U.S. 130, 137 (1952).

When the Commissioner reconstructs income using the bank deposits method, the taxpayer's gross income includes deposits into all accounts over which the taxpayer has dominion and control including deposits into the taxpayer's personal bank accounts. See Chambers v. Commissioner, T.C. Memo. 2011-14, slip op. at 17; Price v. Commissioner, T.C. Memo. 2004-103, slip op. at 25; Cohen v. Commissioner, T.C. Memo. 2003-42, slip op. at 9; Woodall v. Commissioner, T.C. Memo. 2002-318, slip op. at 7; Woods v. Commissioner, T.C. Memo. 1989-611, aff'd without published opinion, 929 F.2d 702 (6th Cir. 1991). A taxpayer has dominion and control when the taxpayer is free to use the funds at will. Rutkin, 343 U.S. at 137. Use of funds for personal purposes indicates dominion and control. Woods v. Commissioner, T.C. Memo. 1989-611.

Petitioner testified that she had little involvement with the operation of CSE. Petitioner further testified that she signed checks on behalf of CSE only [\*36] when Mr. told her to do so. She also testified that she did not draft the checks and that she only signed blank checks.<sup>41</sup>

We find petitioner's testimony to be self-serving, unreliable, and not credible. Petitioner had signatory authority and exercised control over CSE's accounts. She drafted and signed checks drawn on CSE accounts during the years at issue. Her involvement with CSE during the years at issue was extensive. Petitioner supervised employees, made executive decisions in Mr. Hovind's absence, and maintained some records.



EXHIBIT 5r

The record also contains ample credible evidence that petitioner managed CSE's financial affairs,<sup>42</sup> including evidence that petitioner reconciled CSE's accounts and advised Mr. [REDACTED] on financial matters. In affirming petitioner's and Mr. Hovind's criminal convictions, the U.S. Court of Appeals for the 11th Circuit stated that "[c]ompany documents and records of the transactions [\*37] established that \* \* \* [petitioner] controlled the finances of \* \* \* [CSE] and controlled most of the checks that were cashed." United States v. [REDACTED], 305 Fed. Appx. 615, 617 (11th Cir. 2008). On the basis of the entire record, we find that petitioner exercised dominion and control over CSE bank accounts.

Although we reject petitioner's argument that Mr. [REDACTED] alone exercised dominion and control over CSE's accounts, the preponderance of credible evidence in the record demonstrates, and we so find, that petitioner was actively involved in the operation of CSE and that she and Mr. [REDACTED] jointly owned and operated CSE. Respondent has introduced no credible evidence that petitioner was the sole owner of CSE or that Mr. [REDACTED] had only minimal involvement in CSE's operation. Accordingly, we are faced with the task of determining how much of CSE's net profit should be allocated to petitioner.<sup>43</sup>

Neither party introduced any definitive proof regarding a more precise allocation of income between petitioner and Mr. [REDACTED] or credible evidence regarding the scope of petitioner's and Mr. Hovind's involvement in CSE. In the absence of credible evidence regarding a more precise basis for allocating the net [\*38] income generated by CSE,<sup>44</sup> we will allocate income to petitioner in accordance with our finding that petitioner and Mr. [REDACTED] jointly owned and controlled CSE. Because petitioner did not introduce any credible evidence to support a finding that her ownership interest in CSE was more or less than 50%, we shall allocate 50% of the unreported net profit attributable to CSE to her as unreported income. See, e.g., McKenzie Family Trust v. Commissioner, T.C. Memo. 1984-9. Accordingly, we find that petitioner had unreported income equal to 50% of the net profit attributable to CSE, defined as CSE's gross receipts reduced by the Schedule C expenses allowed in the notice of deficiency, for the years at issue.<sup>45</sup> Because we find that [\*39] both petitioner and Mr. [REDACTED] had dominion and control over CSE's accounts during the years at issue and we allocate the income accordingly, we also find that petitioner has unreported income equal to 50% of the interest income earned on CSE's accounts during the years at issue. Finally, we find that petitioner had unreported income equal to 100% of the deposits into her personal account during the years at issue.

### III. Section 6651(a)(1) Additions to Tax

Section 6651(a) imposes an addition to tax for failure to timely file a return in the amount of 5% of the tax liability required to be shown on the return for each month during which such failure continues,

# Individual Liable for Deficiencies, Additions to Tax Fraud Penalties

OCT. 3, 2012

**Hovind, Jo Delia v. Comm.**

UNITED STATES TAX COURT

Filed October 3, 2012

James L. Chase, for petitioner.

Jason D. Laseter, for respondent.

## MEMORANDUM FINDINGS OF FACT AND OPINION

MARVEL, Judge: In a notice of deficiency dated November 20, 2009, respondent determined deficiencies in petitioner's Federal income tax, additions to [\*2] tax under section 6651(a)(1), and civil fraud penalties under section 6663(a) as follows:<sup>1</sup>

Year	Deficiency	Additions to tax	Penalties
		Sec. 6651(a)(1)	Sec. 6663(a)
1998	\$111,959	\$28,373	\$83,969
1999	192,763	48,191	144,572
2000	191,334	47,833	143,500
2001	153,432	38,358	115,074
2002	153,300	38,325	114,975
2003	135,442	33,860	101,581
2004	265,445	66,361	199,084

Ernie Land <docfog@outlook.com>

9/7/2020 7:56 PM

RE: motor home

To: CINDI LINCOLN <cindilincoln@comcast.net>

I'll be glad to do that. Is the title still titled to the Ministry? If yes, would it be a step shorter to give Mark a Bill of Sale direct? Just asking, I'll do what ever is best.

Thanks,  
Ernie

Sent from Mail for Windows 10

From: CINDI LINCOLN

Sent: Friday, September 4, 2020 11:21 PM

To: Ernie Land

Subject: motor home

Dear Ernie,

Mark Stoney needs the bill of sale showing CSE transferred the 1999 Bounder motor home to me (in exchange for my paying approximately \$10,000 of Doc's medical expenses a year or so ago) He's almost done buying it from me, and will then need to transfer the title to himself. I have searched and searched my emails, since I thought you and I had already done that, but the email seems to be hiding from me. Thank you. Cindi  
cc: Mark Stoney

EXHIBIT 72c

CSE MINISTRIES, INC  
1798 MELSON LANE NUM C  
WESTVILLE, FL 32464

1069

61-83742021

800-533-7777

12/11/20

Date

Pay to the  
Order of

Cindi Lincoln  
Five thousand six hundred & 00/100

\$ 5,600.00

Dollars

Photo  
Bank  
Deposit  
Check on file

All in  
CREDIT UNION

P.O. Drawer 8 - Daleville, AL 36322  
www.allincu.com

For Mark Stoney

VALUED MEMBER

*[Signature]*

⑆ 26 2 18 3 7 4 9 ⑆ 00003010177961⑆ 1069

**EXHIBIT 8**

One of many lists made during my lawyer search. Anthony Bishop and Jacob Wade were contacted too, offering \$7,500 and \$10,000-\$15,000 respectively.

- 1) ~~John Beck~~ 251-517-0964 → Criminal defence only
  - 2) Taylor Law 334-350-3855 left msg.
  - 3) Brogden Law 334-774-5171 left msg. Lauren
  - 4) Yeager 251-525-8711 → later next week / business law Thursday → No contingent cases
  - 5) ~~Donna~~ Carroll 205-383-1809 msg left
  - 6) ~~Morris~~ King, 256-573-4843 → "can't help you."
  - 7) ~~Alexander~~ Shunnarah 205-323-1000 → "personal injury only" 800-229-7989
  - 8) David Hoan 334-395-6611 msg
  - 9) ~~Don~~ Gadsden 256-543-0400 msg. Liane in. north of Birmingham
  - 10) ~~Greene~~ Philips 251-478-1115 personal injury
  - 11) Hair Referral 334-265-2318
  - 12) Alabama State Bar 334-269-1515 → Call back Monday
- What - Garry presented Baker / Fallwell  
 Ricky Hill  
 Deborah Smith, prosecutor Jim Baker  
 Tom Anthesoft - dead
- 13) Garry Miller → left msg & emailed
- 4) Scott Castalyk rap Liberty U. against fallwell. Don't take contingency days. screw him yourself
- 5) Bill Stokes rec. by Eric White 251-867-7755
  - 6) Bob McMullan Lawyer 251-743-3344 60 Hines St. Monroeville
  - 7) Bez Ichividjian lawyer
  - 8) Chris King rec by Loris from Jeff Brock 251-575-3434
  - 9) Jay Deklow doesn't do this type
  - 20 Matt Slater Liberty Action Council

EXHIBIT 11a

# Notional University

Be it known that the Board of Trustees upon recommendation of the faculty and by virtue of the authority vested in it by law has conferred upon

**Lindi Lee Lincoln**

the degree of

**Master of Education in Crosscultural Teaching**

with all rights, responsibilities, and privileges thereto appertaining.

Given at San Diego, California, this eighteenth day of April, 2004.

*John D. Bush*  
Chair of the Board



*[Signature]*  
President of the University

**CA Commission on  
.Gov Teacher Credentialing**

To view the educator's public records (current documents, all documents held and Adverse and Commission

Educator Information:	
Last Name:	LINCOLN
First Name:	CINDI
Middle Name:	LEE
Document Information:	
Document Number:	130003215
Document Title:	Multiple Subject Teaching Credential
Term:	Clear
Status:	Valid
Issue Date:	6/1/2013
Expiration Date:	6/1/2018
Original Issue Date:	6/19/2000
Grade:	
Special Grade:	

SB1969 (Title 5 §80487)

**Authorization Code**

➤ ELA1

**EXHIBIT 11b**

**Authorization Description**

The following instructional services may be provided by the Commission on Teacher Credentialing:  
English learners: (1) instruction for English language development in grades twelve and below, including preschool and in classes organized primarily for adults; if the prerequisite credential or permit is a designated subject adult education teaching credential, a child development instructional permit, or a child development supervision permit, English language development instruction is limited to the programs authorized by that credential or permit; (2) specially designed content instruction delivered in English in the subjects, programs and at the grade levels authorized by the prerequisite credential or permit. This English learner authorization also covers classes authorized by other valid, non-emergency credentials or permits held, as specified in Education Code Section 44253.3.

This credential authorizes the holder to teach all subjects in a self-contained class and, as a self-contained classroom teacher, to team teach or to regroup students across classrooms, in grades twelve and below, including preschool, and in classes organized primarily for adults. In addition, this credential authorizes the holder to teach core classes consisting of two or more subjects to the same group of students in grades five through eight, and to teach any of the core subjects he or she is teaching to a single group of students in the same grade level as the core for less than fifty percent of his or her work day.

R2M



**Renewal Requirements**

Please disregard any # signs you may see below and refer to the "Additional Description" column to the  
**Renewal Code** **Renewal Description**  
➤ R20 To renew this credential, the holder needs to submit only an application and fee to the C  
12 months before the expiration date. The renewal period is five years.

EXHIBIT 12

Re: My cabin &lt;

Kent Hovind &lt;thedrdino@gmail.com&gt;

8/26/2017 10:14 PM To cindilincoln@comcast.net **Copy** Doc Fog, RhondaDAL, DavidBradley DALReply Forward Delete 

Sounds good to me. We miss you and there is no hurry to return. Take care of mom as long as you need to.

There is also no reason to ever leave DAL. God called you there. Stay!

On Aug 26, 2017 4:33 PM, <[CindiLincoln@comcast.net](mailto:CindiLincoln@comcast.net)> wrote:

Dear Pastor,

This is just to put in writing what we already agreed to verbally concerning my cabin:

Before you gave me permission to put my cabin on DAL property, we verbally agreed that should I ever need to leave, either you would buy the cabin from me, or I would move the cabin with me off DAL property.

Since the time I'm having to spend away from DAL helping my ailing mother has expanded to where I don't know when I'll be able to come home to DAL, I wish to confirm the above cabin agreement in writing so that no one will think I've abandoned my property.

I approximate the value at \$5,000, although I have more than that into it. As you know, I bought the cabin kit, the metal roof, the 2" insulation, the double pane windows, inside ceiling fan and breaker box, etc. all with my own money. As you know, I paid Nuy \$1,000 to build it on Saturdays, when he was not working for DAL. As we agreed, I paid the ministry for half the cost of the power pole, as Rhonda can verify.

I hope that is all in accordance with what you remember about our verbal agreement.

I miss my little home, and my work, and my brothers and sisters in Christ there at DAL more than you can imagine. It was a dream come true for me. Praying for God's guidance for our futures.

Xxoo, Cindi

cc: Ernie Land  
David Bradley

EXHIBIT 13

## Cash Flow - 12 Month

Dede's Rentals &amp; Property Mgmt, Inc.

Properties: GR5029 - 5029 Gregory Court Santa Rosa, CA 95409

Owned By: Cindi Lincoln

Period Range: Jan 2018 to Dec 2018

Accounting Basis: Cash

Level of Detail: Detail View

new heater was pd. for 12/2017

Account Name	Jan 2018	Feb 2018	Mar 2018	Apr 2018	May 2018	Jun 2018	Jul 2018	Aug 2018	Sep 2018	Oct 2018	Nov 2018	Dec 2018	Total
<b>Operating Income &amp; Expense</b>													
<b>Income</b>													
Rent	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,100.00	2,100.00	2,100.00	2,100.00	2,100.00	2,100.00	2,100.00	24,700.00
Income (margin)													
<b>Total Operating Income</b>	<b>2,000.00</b>	<b>2,000.00</b>	<b>2,000.00</b>	<b>2,000.00</b>	<b>2,000.00</b>	<b>2,100.00</b>	<b>2,100.00</b>	<b>2,100.00</b>	<b>2,100.00</b>	<b>2,100.00</b>	<b>2,100.00</b>	<b>2,100.00</b>	<b>24,700.00</b>
<b>Expense</b>													
Management Fees	120.00	120.00	120.00	120.00	120.00	126.00	126.00	126.00	126.00	126.00	126.00	126.00	1,482.00
Other Administrative Fees	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00
Landscaping/Trees/Fences	240.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	240.00
Plumbing/Well Systems	0.00	130.00	-130.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Operating Expense</b>	<b>380.00</b>	<b>250.00</b>	<b>-10.00</b>	<b>120.00</b>	<b>120.00</b>	<b>126.00</b>	<b>126.00</b>	<b>126.00</b>	<b>126.00</b>	<b>126.00</b>	<b>126.00</b>	<b>126.00</b>	<b>1,742.00</b>
<b>NOI - Net Operating Income</b>	<b>1,620.00</b>	<b>1,750.00</b>	<b>2,010.00</b>	<b>1,880.00</b>	<b>1,880.00</b>	<b>1,974.00</b>	<b>1,974.00</b>	<b>1,974.00</b>	<b>1,974.00</b>	<b>1,974.00</b>	<b>1,974.00</b>	<b>1,974.00</b>	<b>22,958.00</b>
<b>Total Income</b>	<b>2,000.00</b>	<b>2,000.00</b>	<b>2,000.00</b>	<b>2,000.00</b>	<b>2,000.00</b>	<b>2,100.00</b>	<b>2,100.00</b>	<b>2,100.00</b>	<b>2,100.00</b>	<b>2,100.00</b>	<b>2,100.00</b>	<b>2,100.00</b>	<b>24,700.00</b>
<b>Total Expense</b>	<b>380.00</b>	<b>250.00</b>	<b>-10.00</b>	<b>120.00</b>	<b>120.00</b>	<b>126.00</b>	<b>126.00</b>	<b>126.00</b>	<b>126.00</b>	<b>126.00</b>	<b>126.00</b>	<b>126.00</b>	<b>1,742.00</b>



EXHIBIT 14

July 22, 2018

Kelly Mitchell  
[REDACTED]

August 10, 2021

To whom it may concern including Judge for Conecuh County Courts,

My name is Kelly Mitchell, I am the widow of Pastor Robert Mitchell, who married Kent Hovind and Cindi Lincoln on July 22, 2018. They requested that no state marriage be filed due to Mr. Hovind's large tax lien. They simply exchanged rings and said their vows to Robert and I and the Lord. It was a private wedding performed on Pier 60 at Clearwater Beach in Clearwater, Florida. My husband and I were the only witnesses.

If you have any questions my cell phone is 727-953-2619.

Sincerely,

Kelly Mitchell



EXHIBIT 15a

← C A Not secure | kenthoindisinnocent.net



Kent Hoivind is Innocent Part 3: Failure to Withhold and Pay Tax

# KENT HOIVIND



## Innocence DVD Series

Watch on  YouTube



For those of you who have followed my unjust

# For those of you who have followed my unjust incarceration: Court Case

1. Please watch the excellent video series called "Kent Hovind is Innocent" by Brady Byrum. If you have any questions you can email [Bradybyrum@hotmail.com](mailto:Bradybyrum@hotmail.com) or call Brady 682-559-0159
2. The government broke over 100 laws to put me in prison. We intend to file paperwork on each and every one until this case is vacated. If you have any input or legal advice please email [pauljijhansenlaw@gmail.com](mailto:pauljijhansenlaw@gmail.com).
3. Please pray for all involved in this case. We want to glorify God in everything and draw people into His kingdom.
4. We also want to help draw our country back to it's constitutional roots! Governments tend to grow out of control without constant vigilance.
5. Please support us as our ministry grows and fights this battle at the same time. You can join our 777

EXHIBIT 18

26298 Hwy 41  
Brenton AL

ma  
nty

Warranty Deed

en by these presents: That  
consideration of \$100,000.

the undersigned Grantor,  
Powers, 104 Southern St,  
FL 32503 in hand paid  
Lincoln, 488 Pearl Ln,  
3475, the receipt whereof

as hereby acknowledged I do grant,  
bargain, sell, and convey my full  
undivided interest unto the said  
Cindi Lee Lincoln, her heirs, executors,  
administrators, assigns, forever, the  
following real property, situated,  
lying, and being in the County of  
Conecuh, to-wit:

EXHIBIT 19a

Cindi L. Lincoln  
488 Pearl Ln  
Repton, AL 36475-1108

1802  
90-7734/2211

2/19 2019

By CSF  
Order Of Sixteen Thousand \$16,000.00  
Redwood Credit Union  
3033 Cleveland Avenue  
Santa Rosa CA 95403

In the beginning God created the  
heaven and the earth... & it was good

For Cindi Lincoln

⑆322177586⑆1000000243935⑈1802

ENDORSE HERE

FOR DEPOSIT ONLY  
CREATION SCIENCE  
EVANGELISM MINISTRY INC

☐ CHECK HERE IF TRANSFER FROM OTHER ACCOUNT

00430250038300

State Bank & Trust  
Greenwood, MS  
>084202219<  
430250038300 02-28-2019

## EXHIBIT 19b

04-05	WAL-MART #1493 MONROEVILLE AL	70.00
04-07	BAYMONT INN & SUITES HAT HATTIESBURG MS	81.75
04-08	EVEN BETTER NOW LLC 520-877-2637 AZ	145.00
04-09	AT&T BILL PAYMENT 800-331-0500 TX	213.77
04-09	CHRISTIAN HEALTHCARE M 330-848-1511 OH	45.00
04-09	MARVINS - BREWTON BREWTON AL	771.95
04-10	Amazon.com*MZ1GURF5M1 Amzn.com bill WA	37.79
04-10	COVENANT GIVING 888-6065762 IL	50.00
04-11	WPY*Antos unfoldingWord 855-4693729 CA	100.00
04-11	AMZN Mktg US*MZ9V62LM1 Amzn.com bill WA	23.74
04-12	MARVINS - MONROEVILLE MONROEVILLE AL	414.70
04-13	MARVINS - MONROEVILLE MONROEVILLE AL	88.26
04-13	PENSACOLA SALVAGE MONROEVILLE AL	697.13
04-14	EVERGREEN CONCRETE CO EVERGREEN AL	831.04
04-14	EMF*K-LOVE 800-525-6683 CA	20.00
04-14	AMZN Mktg US*MZ1KU2LG1 Amzn.com bill WA	55.03
04-14	Amazon.com*MZ1HI2LU0 Amzn.com bill WA	14.03
04-14	EVERGREEN CONCRETE CO 251-5783790 AL	831.04
04-14	MARVINS - MONROEVILLE MONROEVILLE AL	48.95
04-15	MARVINS - MONROEVILLE MONROEVILLE AL	51.36
04-15	DOLLAR TREE MONROEVILLE AL	10.90
04-15	H BACHI BUFFET MONROEVILLE AL	22.17
04-15	WM SUPERCENTER #1493 MONROEVILLE AL	157.07
04-15	MARVINS - MONROEVILLE MONROEVILLE AL	185.74
04-15	J&S BAIT & TACKLE MONROEVILLE AL	7.18
04-20	AMZN Mktg US*MZ4R02XW1 Amzn.com bill WA	6.56
04-18	PENSACOLA SALVAGE MONROEVILLE AL	566.76
04-18	EXCEL FLOOR COVERING MONROEVILLE AL	397.10
04-18	J&S BAIT & TACKLE MONROEVILLE AL	70.00
04-21	Amazon.com*MZ3BZ0X90 Amzn.com bill WA	10.94
04-21	AMZN Mktg US*MZ23E2G70 Amzn.com bill WA	8.19
04-22	AMZN Mktg US*MZ3JN9012 Amzn.com bill WA	59.37
04-23	AMZN Mktg US*MZ6BB13V1 Amzn.com bill WA	5.62
04-23	AMZN Mktg US*MZ1EU3X40 Amzn.com bill WA	9.02
04-23	AMZN Mktg US*MZ4787PS2 Amzn.com bill WA	181.39
04-22	EVERGREEN CONCRETE CO EVERGREEN AL	857.54
04-25	SAFECO INSURANCE CO 800-332-3226 MA	214.55
04-27	WAL-MART #1493 MONROEVILLE AL	36.91
04-18	Amazon.com*MZ0M12BN2 Amzn.com bill WA	4.29
04-18	MARVINS - MONROEVILLE MONROEVILLE AL	356.19
04-23	DEL RANCHO MEX CAN RESTAU MONROEVILLE AL	41.46
04-29	DRIPWORKS INC 707-459-6323 CA	382.49
04-19	WAL-MART #1493 MONROEVILLE AL	42.29
04-30	PAYPAL CREATIONS CO 800-935-7733 AL	11,000.00

## 2019 Totals Year-to-Date

Total fees charged in 2019 \$0.00  
 Total interest charged in 2019 \$0.00

Year-to-date totals do not reflect any fee or interest refunds  
 you may have received


EXHIBIT 19c

Cindi L Lincoln  
488 Pearl Ln  
Repton, AL 36476-1108

1814

90-77649211

3/18 2019

By To The Order Of S. A. K. \$15,000.-  
Fifteen Thousand Dollars   
Redwood Credit Union  
3033 Cleveland Avenue  
Santa Rosa CA 95408  
In the beginning God created the  
heaven and the earth... & it was good  
For tractor used Cindi Lincoln  
⑆321177586⑆11000000243935⑈1814

>062104520<20190320  
First National Bank & Trust  
301 13

PAY TO THE ORDER OF  
THE FIRST NATIONAL BANK & TRUST  
06-104520  
FOR DEPOSIT ON  
SOUTH ALABAMA  
98851301

EVERGREEN CONCRETE CO  
80 OMASSA RD  
EVF: RFE: AI 36-01

INC.  
78-3790

1011142

DATE 4-11-19  
Duventin Land.

SALE

MD: 500 Store 4516 Term: 8301  
Batch # 014 REF: 00000001  
RRN 9111-10615  
04/11/88  
Invoice # 131146  
Trans ID: 389201675097085  
APPR CODE 04874D  
UNCA

Chip  
112.00

3324

AMOUNT DUE \$831.04

APPROVED

CHASE VISA  
AD: A000000000000000  
TVR 00 00 00 80 00  
TSI F8 00

CUSTOMER COPY

SUBJECT TO THE FOLLOWING CONDITIONS:  
ADDED INGREDIENTS

Purchaser assumes full responsibility for strength, slump and quality of concrete when additional water or other material is requested on job.  
WHICH BONES FOR  
BY

DETENTION OF TRUCKS AT THE BUILDING SITE  
Purchaser will be allowed thirty (30) minutes free unloading time after arrival of truck on job. Delay caused by customer over this time will be charged for at the rate of \$80 per hour. No claims for delays encountered in delivery will be allowed as all deliveries are made to the best of our ability and dispatch.  
ALL ORDERS ARE FOR STREET CURB DELIVERY  
1. The undersigned will assume all responsibility for any damage where delivery is made inside of the curb.  
For value received, I (We) personally agree to pay Evergreen Concrete Company, Inc. the outstanding balance of this account within thirty (30) days after the date of this invoice. If payment is not received within thirty (30) days, the undersigned agrees to pay the maximum rate of interest allowed by law per month on any past due balance.

850-607-2367 373791

Jim Natusopoulos  
9210 R. Palafon  
Pensacola FL 3254-15

Customer's order no.		name		address		city, state, zip		paid by		cash <input type="checkbox"/> charge <input type="checkbox"/> check <input type="checkbox"/>		on acct. <input type="checkbox"/> #		shipping information	
1	3	Cardio 9/11 Cardio	4595	14585											
2	1	Potomac	2795	2109											
3	3	TS II	236	Thymine 21-40	(6482)										
4	3	BLD	1902	5700											
5															
6															
7															
8															
9															
10															
11															
12															

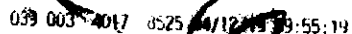
DAN RX

fee for apptmt

50

\$ 348





**ALL CLAIMS AND RETURNED GOODS  
MUST BE ACCOMPANIED BY THIS BILL**

Thank You

EXHIBIT 19f

South Alabama Kubota & Rental, LLC			
2951 South Alabama Ave Monroeville, AL 36460 Phone: 251-575-3146			
			<b>ECHO</b>
			<b>Quote</b>
Name: Creation Science Evangelism Ministries Phone #: (850) 419-0953			
Available Accessories			
Kubota	RTV-X1140R-A	SN-26883	\$15,625.00
	Canopy		\$494.89
	Windshield		\$495.00
	Cash Discount		•
	GSP Discount		-\$150.00
	Canopy/Windshield Discount		-\$800.00
			-\$125.00
Total Quote			
<b>\$15,539.89</b>			
Promotions/Rebates			
Subtotal			<b>\$15,539.89</b>

Cindi L. Lincoln  
488 Pearl Ln  
Repton, AL 36475-1108

1798

90-7786/3211

2/13 2019

Pay To The  
Order Of

Kubota

\$15,539.89

Fifteen Thousand Five Hundred 39 &amp; 89/100

Redwood Credit Union  
8033 Cleveland Avenue  
Santa Rosa CA 95403

In the beginning God created the  
heaven and the earth... & it was good.

For

for groups of kids  
6 seater tour quad

Cindi Lincoln

⑆321177586⑆1000000243935⑆1798

>062104520< 20190215  
First National Bank & Trust

**EXHIBIT 198**

**Cindi Lincoln's 2019 Cash and Item Donations to CSE/DAL  
BEFORE the 5/1/2019 Contract**

(This is from Cindi's receipts, check register, some personal credit card statements, and Amazon records. Paper receipt copies available.)

1/10/2019	Amazon (Doc's electrolytes for his leg cramps)	16.99	
1/16/2019	Becoming Wellness Spa (Doc massage)	70.00	
1/18/2019	Growing Spaces	6,000.00	Greenhouse
1/27/2019	New China Buffet (Birthday lunch for Doc)	221.61	
1/31/2019	Excel Floor Covering	84.18	
1/31/2019	Pensacola Salvage	423.47	
1/31/2019	Marvin's (well house)	246.50	
1/31/2019	Walmart (for Doc: groceries and shoe inserts)	48.00	
1/31/2019	Mark's BBQ	103.08	
1/31/2019	Chinese (Doc crew lunch)	221.00	
1/31/2019	Lane Medical Group (Doc Lyme Disease/Tick)	169.00	
1/31/2019	CSE (Adam electric, sheetrock)	1,800.00	
1/31/2019	Darryl from Alaska (axle, tires)	600.00	
2/1/2019	Amazon (flat round ceiling lights)	228.92	
2/1/2019	Pensacola Salvage	284.98	
2/1/2019	Marvin's	671.27	
2/2/2019	Discount Filter (Hot Tub filters Doc's pain)	71.40	
2/4/2019	Jim Bledsoe (Iris/eye evaluation for Doc's health)	348.00	
2/4/2019	Probate Judge (DAL trailer license)	77.71	
2/4/2019	Salter Hardware (20Amp breakers)	60.39	
2/4/2019	Pensacola Salvage (5/8 siding, joist hangers, PT)	395.26	
2/4/2019	Evergreen Concrete (dirt, pavers)	673.10	
2/5/2019	Marathon Petro	265.30	
2/5/2019	Walmart (groceries for camp cook)	23.50	
2/6/2019	Kubota (rent compactor)	66.47	Greenhouse foundation
2/6/2019	Marvin's	388.81	
2/6/2019	Marvin's	177.88	
2/6/2019	Amazon (Dinosaur statues)	571.37	
2/6/2019	Amazon (Dinosaur statue Arphaxad)	343.50	
2/7/2019	Health Department (well water test retest)	5.00	
2/7/2019	Pensacola Salvage	680.39	
2/7/2019	Excel Floor Covering	115.55	
2/7/2019	Pensacola Salvage	46.14	
2/8/2019	Pensacola Salvage	580.36	
2/8/2019	Deas Building Supply	88.39	
2/8/2019	O'Reilly Auto Parts	20.77	

## EXHIBIT 19h

2/8/2019	Irby Electric	18.22	
2/9/2019	El Rancho Mexican Restaurant	60.00	
2/10/2019	Marvin's	156.95	
2/11/2019	Walmart (supplies for DAL)	153.11	
2/11/2019	JJ's Bait Shop	17.29	
2/11/2019	Covington Heavy Duty Parts	18.31	
2/11/2019	Irby Electric	135.94	
2/11/2019	Marvin's	279.45	
2/11/2019	Murphy	27.84	
2/12/2019	Marvin's	14.28	
2/12/2019	Marvin's	171.85	
2/12/2019	Amazon (office vacume)	36.00	
2/13/2019	Kubota (side by side for landscaping)	15,539.89	
2/14/2019	Salter Hardware (sheetrock)	346.40	
2/16/2019	Amazon (Doc's electrolytes)	17.00	
2/19/2019	CSE (check 1802, partial tithe California house sale)	16,000.00	
2/19/2019	Marvin's (5 swing benches, orchard)	730.67	
2/23/2019	Dollar Tree	14.41	
2/24/2019	Amazon (Kawasaki fuel filter)	14.00	
2/24/2019	Amazon (pond plants)	69.00	Greenhouse
2/25/2019	Amazon (Doc's electrolytes)	20.00	
2/26/2019	Pioneer Foam Plastic	247.68	Greenhouse
2/26/2019	Etsy (butterfly bushes)	43.43	Greenhouse
2/26/2019	Etsy (plants)	1,233.91	Greenhouse
2/27/2019	Greenhouse (check 1806)	4,000.00	Greenhouse
3/4/2019	Etsy (plants)	278.93	Greenhouse
3/3/2019	Plantvine	130.90	Greenhouse
3/5/2019	Pond Outlet	41.01	Greenhouse
3/6/2019	Amazon (pond snails and hornwort-oxygenation)	38.33	Greenhouse
3/13/2019	Lowe's	261.97	
3/14/2019	Marvin's	171.65	
3/14/2019	Marvins	135.44	
3/15/2019	JJ's Bait Shop, gas	70.00	
3/18/2019	Kubota tractor* (check 1814)	15,000.00	
3/19/2019	Pensacola Salvage	539.10	
3/19/2019	Tractor Supply	158.91	
3/20/2019	Marvins	188.76	
3/20/2019	Tractor Supply	86.90	
3/31/2019	Marvins	94.13	
4/5/2019	Murphy Express (Doc gas)	140.74	
4/7/2019	Baymont Inn, Mississippi, Doc speaking	81.75	
4/9/2019	Amazon (pond plants)	23.74	
4/9/2019	Amazon (Doc socks)	16.50	
4/11/2019	Evergreen Concrete	831.04	

EXHIBIT 19i

4/12/2019	Evergreen Concrete	831.04
4/12/19	Marvin's	414.70
4/12/19	Pensacola Salvage	697.13
4/13/2019	Marvin's	88.26
4/14/2019	Marvin's	48.95
4/15/2019	JJ's Bait shop (gas)	70.00
4/15/2019	Marvin's	51.36
4/16/2019	Dollar General (syrup for camp cook)	12.98
4/18/2019	Marvin's	185.74
4/18/2019	Dollar Tree (Damp Rid- black mold)	10.90
4/18/2019	JJ's Bait shop	77.18
4/18/2019	Pensacola Salvage (3-D crawling maze)	566.76
4/18/2019	Walmart (paint for archery targets, kayak paddles)	157.07
4/18/2019	Excel Floor Covering (carpet Doc's new YouTube room)	397.10
4/22/2019	Evergreen Concrete	857.54
4/23/2019	Amazon (ceiling lights)	181.39
4/26/2019	Amazon (super glue)	4.26
4/26/2019	DripWorks (Irrigation)	202.59
4/28/2019	Marvin's	338.19
4/28/2019	El Rancho Mexican	36.46
4/29/2019	Dripworks (Irrigation)	382.49
4/29/2019	Dr. Edge (Check #1816 Doc)	25.00
4/29/2019	Ingrid Edge (Check #1817 corrugated pipes)	400.00
4/30/2019	CSE	11,000.00

**TOTAL 2019 DONATIONS TO CSE BEFORE 5/1/2019 CONTACT:**

**\$20,891.11**

**From: Emie Land** > **Hide**

**To: Me** >

## **Annuity**

**April 16, 2019 at 4:52 PM**

Hello Sister Cindi,

After my study on the subject here is what I have concluded, as per your request.

**Immediate fixed income annuities** offer a guaranteed,<sup>3</sup> predictable payment for life, or for a certain period of time. Your guaranteed income payment cannot be affected by market volatility, helping shield your retirement income from market risk.

not licensed for securities, but we could create a Constitutional article 1 section 10

**EXHIBIT 21**

I'm not licensed for securities, but we create a Constitutional article 1 section 10 private contract. Article 1 section 10 No State shall .....pass any bill of attainder, ex post facto Law, or Law impairing the obligation of Contracts ...

So we could right a private contract with declarations similar to a annuity, stating it is not a security, but for SXXXXX.XX donation the Ministry will pay a tribute of \$XXXXX.XX per month for 21 years with option to renew such obligations.

All we will need is to determine the amounts and pen the contract.

Bond Bless,

Emie

for Windows 10

EXHIBIT 22

Amount ? For Contract & tax credit  
 21 yrs max with renewal of additional time

" Total Amount "  
 year's of tenar  
 @ \$1,300<sup>00</sup> mth  
 ★

$$\begin{array}{r}
 1300 \\
 12 \\
 \hline
 2600 \\
 1300 \\
 \hline
 15,600 \\
 \times 21 \text{ yrs} \\
 \hline
 15600 \\
 31200 \\
 \hline
 327,600
 \end{array}$$

\$16K credit card pay off  
 \$11K "  
 \$15K tractor  
 \$45K title on supplies bought  
 on my C.C.  
 \$10,100 donation  
 \$17K Kubota  
 27K<sup>ish</sup> greenhouse + dirt, plants  
 1K - plants

$$\begin{array}{r}
 15,600 \\
 15 \text{ yrs} \\
 \hline
 78000 \\
 15600 \\
 \hline
 234,000
 \end{array}$$

EXHIBIT 25

**Conversation with Paul Abramson, DAL, Kent Hovind CSE, Cindi Hovind Per Nick, Brady DAL, Bill Sardi, Alexander Allano Fed Lawyer, CSE Ernie**

Message received from Kent Hovind CSE 6/20/2021 8:11:13 PM

Happy Father's day to all dads on this list! Serve God! It's about to get rough.

Message received from Bill Sardi 6/20/2021 8:12:57 PM ●

Well, then, go to court. Stop stealing all the attention and focus at CSE to do the work of God. Stop all the public finger pointing and asking people to take sides. As I explained, the agreement was in \$1300 installments by signing over KH's paychecks for 20 years. Those were the terms. However, she altered the \$\$ owed after the agreement was signed. That is likely the best she will end up with in court. That is a road to nowhere. And KH was honoring that agreement and recently forwarded \$5000 towards that. She is being given time to re-think. All the other slanderous allegations which are not pertinent to her financial demands will be dismissed by the court. Meanwhile she is throwing mud at KH and slandering the ministry, and threatens the very destruction of CSE regardless of how this all turns out in court. She should be do advised by those who are counseling her. She would end up with legal fees to pay also. And probably no chance of putting her marriage back together. It's just a road to nowhere. And we are implored by scripture to settle out of court. I offered a settlement for CL to think about. What is her marriage worth? I'm repeating what was said a couple of weeks ago. --B Sardi

Message received from Paul Abramson, DAL 6/20/2021 8:25:35 AM

Kent, I too have a simple solution - you become a Biblical husband. Love your wife so much that you want her funds restored. Prove to her your love first. Then ask her to come back to you, sir.

Message received from CSE Ernie 6/20/2021 8:27:21 AM

Paul A, I'm least afraid, and sure not afraid of the threat from touching God's anointed, even so i do not wish Cindi harm. We owe an indian giver nothing for her donations.



EXHIBIT 28



Your Additional Delta SkyMiles® Gold Business American Express Card is enclosed.

  
 CINDI LINCOLN  
 CREATION SCIENCE EVA  
 1798 MELSON LN  
 WESTVILLE FL 32464-3442



0000010

0848783337454010



0000010 0000011 (3512101084) 02/05/20 01 BPE Replacement 1

Cindi,  
here's everything you  
need to know to get  
started.

### CONFIRM YOUR CARD



Confirm online by visiting:  
[americanexpress.com/  
confirmcard](http://americanexpress.com/confirmcard).



Create an Online Account.  
Visit: [americanexpress.com/  
createaccount](http://americanexpress.com/createaccount).

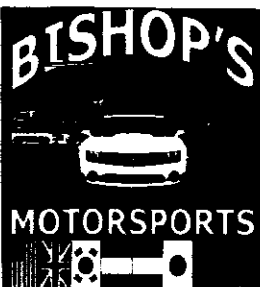


Download the  
American Express® App.  
For a link to download, text  
MEMBER to 86509.\*

\*iOS AND ANDROID™ ONLY. AN UPDATE TO YOUR OPERATING SYSTEM MAY BE REQUIRED.  
\*MESSAGE AND DATA RATES MAY APPLY.

1125333

EXHIBIT 29a


**Chris & Stacey  
Bishop**

850-912-8786

 Bishopsmotorsports  
@gmail.com  
8720 Pensacola Blvd.  
Pensacola, FL 32534  
Fax: 1-850-696-2334

**Bill Of Sale  
Buyer's Order**

Buyer Co-Buyer Name(s) and Address(es)

 CREATION SCIENCE EVANGELISM  
MINISTRIES  
KENT HOVIND  
488 PEARL LANE  
REPTON, AL 36475-

 Buyer 1: Home # N/A Work # (850) 419-9055 Cell # (707) 479-126  
 Buyer 2: Home # N/A Work # N/A Cell # N/A

 Salesperson HOUSE  
 Date 05/07/2019 Stock No. 156969  
 App No. N/A  
 Contract No. 1442

 Buyer 1  
Mo. of birth N/A Mo. of birth N/A Mo. of birth N/A
**Vehicle Information**
☐ New ☒ Used ☐ Demo  
 Year 2012 Lic. No. N/A  
 Make GMC Odometer Reading 110639  
 Model SAVANA Color WHITE  
 Body Style VAN  
 VIN 1GDW7LCG9C1156869  
 Other

**Insurance Information**

 Buyer has arranged insurance on the motor vehicle.  
 Insurance Company PROGRESSIVE SPECIALTY INSURANCE  
 Policy No. 04171392-1
**Trade-In Information**
**Trade-in 1**

 Year N/A Lic. No. N/A  
 Make N/A Odometer Reading N/A  
 Model N/A Color N/A  
 Body Style N/A  
 VIN N/A  
 Lienholder Name N/A  
 Address N/A  
 Phone N/A Payoff N/A  
 Payoff good through N/A  
 Approved

**Trade-in 2**

 Year N/A Lic. No. N/A  
 Make N/A Odometer Reading N/A  
 Model N/A Color N/A  
 Body Style N/A  
 VIN N/A  
 Lienholder Name N/A  
 Address N/A  
 Phone N/A Payoff N/A  
 Payoff good through N/A  
 Approved

**Itemization of Sale**

1. Vehicle Sales Price	\$	23900.00
2. Sales Tax (On Taxable Amount: 24099.00)	\$	581.98
3. County Tax	\$	N/A
4. Other Taxes	\$	N/A
5. Subtotal (Add lines 1 through 4)	\$	24381.98
<b>Title, License, Taxes &amp; Other Fees</b>		
6. Pre-delivery Service Fee*	\$	199.00
7. Electronic Transfer Fee	\$	N/A
8. TITLE FEE	\$	C.O.D.
9. TAG/REG FEE	\$	C.O.D.
10. N/A	\$	N/A
11. N/A	\$	N/A
12. N/A	\$	N/A
13. N/A	\$	N/A
14. N/A	\$	N/A
15. Total Other Fees (Add lines 6 through 14)	\$	199.00
<b>Additional Products</b>		
16. N/A	\$	N/A
17. N/A	\$	N/A
18. N/A	\$	N/A
19. N/A	\$	N/A
20. N/A	\$	N/A
21. N/A	\$	N/A
22. N/A	\$	N/A
23. N/A	\$	N/A
24. Total Products (Add lines 16 through 23)	\$	N/A
25. Cash Sale Price (Add lines 5 + 15 + 24)	\$	24580.98
26. Trade-in Allowance	\$	N/A
27. Less Payoff	\$	N/A
28. Net Trade Allowance (Line 26-27)	\$	N/A
29. Cash Down Payment	\$	24580.98
30. Deferred Down Payment	\$	N/A
31. Total Down Payment (Line 28 + 29 + 30)	\$	24580.98

32. Total Balance Due (Line 25-31) \$ 0.00

\* This charge represents costs and profit to the dealer for items such as inspecting, cleaning, and adjusting vehicles, and preparing documents related to the sale.

 Customized by Wayne Reeves Computer Systems, Inc.  
 Buyers Order-FL  
 Bankers Systems, Inc. V.M.P.®  
 Wayne Reeves Finance Services © 2018  
 FLBUVDOR.PDF (3602386) VER: DOTNET 11/16/2018

BUYER SIGNATURE

 BUY-ORDER-FL 7/15/2019  
 Page 1 of 3

BUYER SIGNATURE

EXHIBIT 29b

White  
Van

THE FACE OF THIS CHECK HAS A SECURITY VOID BACKGROUND PATTERN - DO NOT CASH IF THE WORD VOID IS VISIBLE

**Alabama River**  
CREDIT UNION  
3905 South Alabama Ave. • P.O. Box 907  
Monroeville, AL 36461

ALABAMA RIVER CREDIT UNION, MONROEVILLE, ALABAMA

030121

DATE  
05/06/2019

\*\*\*\*\*\$24,580.98

PAY TO THE ORDER OF  
Twenty four thousand five hundred eighty and 98/100 DOLLARS

BISHOP MOTORSPORTS  
RE: CINDI L LINCOLN  
CREATION SCIENCE  
EVANGELISM INC.

*Jennifer Self*  
AUTHORIZED SIGNATURE

⑈030121⑈ ⑆062192804⑆ 0000010034253⑈

Alabama River Credit Union  
Monroeville, AL 36461

BISHOP MOTORSPORTS	CINDI L LINCOLN
BISHOP MOTORSPORTS	Member Number 912440
Check amount: 24,580.98	Tran Date 05/06/2019 Time 01:33PM
Account: 20-1 SUPER SHARE ACCOUNT	Eff Date 05/06/2019
Ending balance: 26,329.21	Check Number 30121
	User 2 JENNIFER SELF

FOR \_\_\_\_\_

**Alabama River**  
CREDIT UNION  
ALABAMA RIVER CREDIT UNION

05/06/2019 JENNIFER SELF  
05/06/2019 Seq:00042

440  
SUPER SHARE ACCOUNT

Cashed ck TO: Bishop's  
CINDI L LINCOLN Motorsports


Beginning balance:	50,910.11
Withdrawal <i>ministry van</i>	24,580.98
Ending balance:	26,329.21
Available balance:	26,304.21
Cash 0.00	Cash nt 0.00
chk 0.00	chk bt 24,580.98

Signature: \_\_\_\_\_

EXHIBIT 30

## RE: Your support contract

Ernie Land &lt;docfog@outlook.com&gt;

6/24/2019 8:00 AM 

To cindilincoln@comcast.net

Reply Forward Delete 

This is a contract with the for profit company, which is where the profit goes on Kent's intellectual property and from where he get's his personal income on intellectual property. It is a contract with the company. The company will survive long after I am called to be with the Lord, that is unless we all get called out. That said you can exercise the contract with whomever runs that company, very likely my wife or son. Since it is expenses on Am Ex, whomever runs the company will just pay it like an expense account, so no need to give an invoice on anything except a cash withdrawal.

Lord Bless,

Ernie

Sent from [Mail](#) for Windows 10**From:** cindilincoln@comcast.net <cindilincoln@comcast.net>**Sent:** Sunday, June 23, 2019 8:29:46 PM**To:** Ernie Land**Subject:** Re: Your support contract**Support Contract****Constitution of the United States Article 1 section 10 Contract**

In order to contract for support of the spouse of Dr. Kent Hovind and to incorporate such support into his intellectual property rights agreement.

Ernest Land for Creation Science Evangelism, Inc. (CSE, Inc.)

First Party, agrees with

Cindi Lincoln

Second Party

for the compensation of \$1,300.00 per month funded monthly by allowing the use of American Express expenses provided and paid for by Creation Science Evangelism, Inc., a company that holds the rights to Dr. Kent Hovind's intellectual property rights through the sales of said products.

All expenses and services per this invoice and on a ongoing monthly basis. This invoice will be for \$1,300.00 to Creation Science Evangelism, Inc. each month on American Express billing for expenses.

For a this 1st day of May, 2019, valid ongoing for 10 years, renewable for an additional 10 years on May 1, 2029.

EXHIBIT 31

## Re: Am Ex CHARGES IN mMAY TO DATE

To Ernie Land &lt;docfog@outlook.com&gt;

I'm not keeping tally either. Just keeping frugal and spending far less than 1300 on my self. It's just for the future if I ever need it. Xxoo

Cindi

On Jun 30, 2019, at 8:26 PM, Ernie Land &lt;docfog@outlook.com&gt; wrote:

- Sister Cindi, I don't feel any need to cross check you, so I leave this to you. If I need to cross check Doc's wife I most likely need to move on along. My spirit is good with you, so I leave it to you to tally up what is personal. I just put all the expenses in as expenses. My expenses may show up in the wrong column, but when the CPA cross checks me he finds the totals are accurate. Lord Bless, Ernie

Sent from Mail for Windows 10

From: cindilinc@comcast.net &lt;cindilinc@comcast.net&gt;

Sent: Sunday, June 30, 2019 6:22:36 PM

To: Ernie Land

Subject: Re: Am Ex CHARGES IN mMAY TO DATE

FYI, in addition to personal charges, you can see majority charges are DAL building purchases... Not counted toward my personal \$1300... Is this ok?

Sent from my iPad

On May 30, 2019, at 5:33 AM, Ernie Land &lt;docfog@outlook.com&gt; wrote:

MAY25	WAL-MART SUPERCENTER 1493 1493 - MONROEVILLE, AL	Cindi Lincoln	\$296.99
	AMAZON.COM MN4LQ7BZ2 - AMZN.COM/BILL WA05/22/2019	MAY22 Cindi Lincoln	\$23.11
	AMAZN MKTP US*MN4WH1BM2 - AMZN.COM/BILL WA05/21/2019	MAY21 Cindi Lincoln	\$30.24
	AMZN MKTP US*MN52645Q2 - AMZN.COM/BILL WA05/21/2019	MAY21 Cindi Lincoln	\$58.52
	APRICOTS FROM GOD COCO - QUEENS VILLAGE NY05/20/2019	MAY20 Cindi Lincoln	\$45.40
	SHELL OIL 57543877005 - CANTON, TX05/19/2019	MAY19 Cindi Lincoln	\$4.10
	AMZN MKTP US*MN30W4BX1 - AMZN.COM/BILL WA05/18/2019	MAY18 Cindi Lincoln	\$33.11
	AMZN MKTP US*MN9DV5BH1 - AMZN.COM/BILL WA05/18/2019	MAY18 Cindi Lincoln	\$39.59

EXHIBIT 32

RE: Doc's will/finances

Ernie Land &lt;docfog@outlook.com&gt;

8/11/2019 7:48 AM

To cindilincoln@comcast.net **Copy** Kent Hovind

Reply Forward Delete

Yes, the agreement is with the for profit CSE, so it would be myself or my heirs that would honor the Am Ex \$1,300.00 per month expense agreement. Doc has no signatory authority on the Ministry, which is set up that way to keep any alter ego from being implied on the Ministry under legal terms. Whatever Board is in place is the legal authority over the Ministry and it's assets. It is my expectations they would honor Doc's wishes.

The Board honor's Doc's wishes unless it would cause him or the Ministry harm. We protect Doc from as much as we can. As you know Doc loves everyone and many times trust them even when it causes him harm. The continuing drama wears on Doc and all of us, but Doc is such a great man of God he is forgiving even of those who continue to create issues.

Sincerely,  
Ernie

Sent from Mail for Windows 10

From: cindilincoln@comcast.net &lt;cindilincoln@comcast.net&gt;

Sent: Saturday, August 10, 2019 11:00:24 PM

To: Kent Hovind &lt;kenthovindofficial@gmail.com&gt;; docfog@outlook.com &lt;docfog@outlook.com&gt;

Subject: Doc's will/finances

Dear Ernie, Doc and I had a discussion about if something should happen to him. Earlier you'd indicated that I'd be receiving my monthly credit card allowance from you, your wife or son; but Doc said His will gives me signing power?

He said I could have a copy of said will. He also said the following could be noted:

The white van, the orange tractor, the kubota side by side, and the Polaris side by side were purchased by me and would be under my control if anything happens to Doc. My intentions have not changed, my intentions are to keep this precious ministry going. Thank you.

Cindi

EXHIBIT 33

11/17/2019

executed this day in Conecuh  
County Alabama, agreement  
between Cindi Lee Lincoln and  
Creation Science Evangelism, CSE,  
or Dinosaur Adventureland, DAL;  
in exchange for Cindi's  
10's of thousands of dollars  
of contributions this year, she  
shall receive \$1,300/month  
from said ministry for personal  
use for 21 years.

Additionally, in exchange for her  
labor for the ministry, ultimately  
done for Christ Jesus, she shall  
receive housing, food, and personal  
necessities.

witness by: Julie Shunk - Julie Shunk

x

Ernie Land,  
Board member  
CSE & DAL

x

Kent Horvath  
founder CSE & DAL

Date:

Date:

Sod  
1 of 3

1-800-728-4119	FAX (251) 867-2224
5582 Hwy. Sales Pk.	6744 Hwy. Sales Pk.
Jay, FL 32566	BREXTON, FL 36426
(850) 957-4119	(251) 867-2224

Pensacola, FL (850) 434-0066  
Ft. Walton Beach, FL (850) 244-6651

5/23/2019 218634

**BILL TO:**

251-362-4635 KENT HOPING

SHIP TO:

Pd By c/C

P.O. NUMBER	TERMS	REP	SHIP	VIA	FOB	PROJECT
	Due on receipt		5/23/2019			
QUANTITY	ITEM CODE	DESCRIPTION			PRICE EACH	AMOUNT
4	CE1	PALLETS OF CENTER DE SOD Sales Tax - ESC CNTY			99.00 396.00	396.00 396.00
<p>Terms:</p> <p>Net 10 Days. All Past Due Accounts Over 30 Days Will Be Charged A Finance Charge Of 1 1/2% Per Month (18 - Annual Percentage Rate) And If Any Costs For Collection Are Incurred, Including Attorney's Fees, These Shall Be Paid By The Buyer.</p> <p>I The Undersigned Have Inspected To My Satisfaction The Merchandise Listed On This Invoice And Find It To Be Suitable For The Purpose For Which It Is Intended.</p>						
					<b>TOTAL</b>	396.00



EXHIBIT 34b

Last 4 #'s of my Visa

**CHASE**

P.O. BOX 15123  
WILMINGTON, DE 19850-5123  
For Undeliverable Mail Only

414720236195332900012900012968070000000009

**Payment Due Date:** 07/01/19  
**New Balance:** \$12,966.07  
**Minimum Payment:** \$129.00

Account number: 4147 2023 6196 3324

**AUTOPAY IS ON**  
See Your Account  
Messages for details.

\$ \_\_\_\_\_ Amount Enclosed  
**AUTOPAY IS ON**

3000 1500 1500 1500  
CANDY L LINCOLN  
488 PEARL LN  
REPTON AL 36475-1108

CARDMEMBER SERVICE  
PO BOX 6294  
CAROL STREAM IL 60197-6294

05/10	COVENANT GIVING 888-6065762 IL	50.00
05/10	WPPY Aplos Unlimited/Ward 855-4693729 CA	100.00
05/12	EMF-K-LOVE 800-525-5883 CA	20.00
05/13	PINELLAS COUNTY REPTILES LARGO FL	561.71
05/13	PILOT 00045567 WILDWOOD FL	3.99
05/13	REEDS CITRUS WILDWOOD FL	250.00
05/19	SP - CREATION SCIENCE REPTON AL	15.50
05/22	SUNCOAST SOD FARMS 2518672224 AL	386.00
05/23	WM SUPERCENTER #1620 BREWTON AL	175.40
05/23	SUNCOAST SOD FARMS 2518672224 AL	386.00
05/23	SOUTH ALABAMA METAL BREWTON AL	102.30
05/24	AMZN Mktg US *MNSDE9721 Amzn.com# WVA	16.19
05/24	SUNCOAST SOD FARMS 2518672224 AL	297.00
05/26	MAGNUMS - MONROEVILLE AL MONROEVILLE AL	298.12
05/29	PAYPAL *CREATIONSCI 402-935-7733 AL	10,000.00
05/29	PAYPAL *CREATIONSCI 402-935-7733 AL	100.00

# WARD'S



**Yamaha of Troy, Inc.**  
**SALES AND SERVICE**

Deal # 70704 Troy, AL 36081

**PHONE (834) 508-3942**

**BILL OF SALE** *Polaris* 30820

30820

7/12/2019

Buyer(s): KENT HOWARD  
CINDI HOWARD

Address: 488 PEARL LANE

REPTON AL 36475

### Residence

Phone - Hq 251-362-4635 Slat 865174 Slat  
Slat Slat

Vehicle Sold	NEW 2019 PLANTS	R19RVEB7A9CA10	4XARVEB71K8865174	120716201311
-----------------	-----------------	----------------	-------------------	--------------

00	Sale Price .....	\$	15899.00
00	Accessories .....	\$	1069.00
00	Freight-Set Up .....	\$	0.00
00	Documentary Fee .....	\$	199.00
	Trade In .....	\$	0.00
	Amount Taxable .....	\$	17167.00
00	City of Troy % .....	\$	80.47
40	Pike Co. % .....	\$	150.95
40	State of AL % .....	\$	321.74
		\$	500.85
	SALES TAX TOTAL .....	\$	1767.85
	SUB TOTAL .....	\$	0.00
	Title Fee .....	\$	0.00
		\$	0.00
	TOTAL .....	\$	1767.85
	Deposit Paid .....	\$	0.00
	Amount Paid on Delivery <i>REDATE</i> .....	\$	400.00
	Amount Financed <i>44105.00</i> .....	\$	1737.85
	TOTAL .....	\$	1767.85

**BUYER (S)****BUYER (S)**

### ODOMETER STATEMENT

I certify that the odometer of the vehicle now reads \_\_\_\_\_ miles, that to the best of my knowledge such reading is the actual mileage and that the odometer has not been altered, set back, changed, tampered, repaired or replaced while in my possession, unless one or more of the following statements is checked:

- 3 The above reading is not actual mileage and should not be relied upon.
- 3 The above reading is in excess of 90,000 miles.
- 3 The required or replacement odometer was placed or installed at zero and the original mileage was \_\_\_\_\_.
- 3 The required or replacement odometer was delivered to a reading identical to the odometer before each reading.

**CURRENT LICENSE PLATE NO.**

TRUY WAR

**LL OF SALE:**

SALESMAN'S SIGNATURE \_\_\_\_\_

**Cindi L. Lincoln**  
488 Pearl Ln  
Repton, AL 36475-1106

2/19/92

**1820**  
**90-7736-Sub E-11**

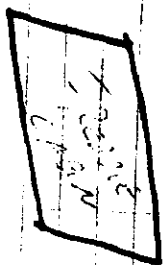
Pay To The Order Of Ward's Yamaha \$ 17,367.85  
Veronica Howard Street Food & Drink  
 Redwood Credit Union  
 3000 Channing Avenue  
 Santa Rosa, CA 95403  
 For Polina Rager Carol La Londe  
 003211775861:10000000243935\*1820

**Redwood Credit Union**  
3033 Chestland Avenue  
Berkeley, CA 94703

in the beginning God created the  
heaven and the earth... & it was good

**EXHIBIT 34d****Southwest**  
Rapid RewardsManage your account online:  
www.chase.com/SouthwestCustomer Service:  
1-800-792-0001Mobile: Download the  
Chase Mobile® app today**ACCOUNT MESSAGES (CONTINUED)****No.**PLEASE CHECK YOUR LOAN CAREFULLY. WE  
ARE NOT RESPONSIBLE FOR SHORTAGES  
RECEIVED BY**TOTAL**

Thank You

**QTY****DESCRIPTION****PRICE****AMOUNT**

PH NO

DNE

SOLD BY: 1001 - SAGE SALVAGE CO. 012

9/14/19

NAME  
ADDRESS  
*Kurt Howard***PENSACOLA SALVAGE INC #2**  
1196 HWY 84  
MONROEVILLE, ALABAMA 36460  
(251) 765-290009/14  
09/14  
09/15  
09/15  
09/16  
09/16  
09/14  
10/03MONIDERS ACE HDWE MONROEVILLE AL  
MARVINS - MONROEVILLE MONROEVILLE AL  
MARVINS - MONROEVILLE MONROEVILLE AL  
MARVINS - MONROEVILLE MONROEVILLE AL  
S A M SALES INC BREWTON AL  
MARVINS - BREWTON BREWTON AL  
PENSACOLA SALVAGE MONROEVILLE AL  
TAXHANDLINGFEE2562754042 FLORENCE AL*Yuddled*629.63  
391.82  
758.02  
314.98  
313.00  
.78**2019 Totals Year-to-Date**Total fees charged in 2019 50.00  
Total interest charged in 2019 50.00Year-to-date totals do not reflect any fee or interest refunds  
you may have received.**INTEREST CHARGES**

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Balance Type	Annual Percentage Rate (APR)	Balance Subject To Interest Rate	Interest Charge
<b>PURCHASES</b>			
Purchases	16.99%(v)(d)	- 0 -	- 0 -
<b>CASH ADVANCES</b>			
Cash Advances	26.74%(v)(d)	- 0 -	- 0 -
<b>TRANSFERS</b>			
Transfer			- 0 -

1826  
00-7750/2711

Cindi L. Lincoln  
488 Pearl Ln  
Repton, AL 36475-1108

707-4779-1206

10/8 2019

By To The Pensacola Motorsports \$ 2,570.72  
Or, For Of Twenty Thousand Five Hundred Seventy Dollars 4/32/08

Redwood Credit Union  
3033 Cleveland Avenue  
Santa Rosa CA 95403

In the beginning God created the  
heaven and the earth... & it was good

Depositor Mari KMR

For Car - Cam ATV

Cindi Lincoln

1:321177586:110000002439351826

Pensacola Motorsports  
For Deposit Only  
710-423268

100919 - 95120002410249 - >065503681<

EXHIBIT 34f

1827 99-7796/2311

Cindi L. Lincoln  
488 Pearl Ln  
Repton, AL 36475-1108

10/9 2019

Pay To The Order Of CSE \$ 10,929.28

Ten Thousand Nine Hundred Twenty Nine and 28/100

Redwood Credit Union  
3033 Cleveland Avenue  
Santa Rosa CA 95403

In the beginning God created the heaven and the earth... & it was good

For Balance of 32.5 Cindi L. Lincoln

⑆321177586⑆1000000243935⑈1827

REFERENCE HERE

X -- FOR DEPOSIT ONLY  
ALL IN CREDIT UNION  
CSE MINISTRIES, INC  
ACCOUNT# 0000301017796

☐ CHECK DEPOSIT IN FULL OF PRIOR DEPOSIT

AT

⑆2602165749⑆ 010140126 10212010

EXHIBIT 34g

707-479-1266  
Cindi L. Lincoln  
488 Pearl Ln  
Repton, AL 36475-1108

1829  
90-7742/211

for Dinosaurs Adventureland 10/15/2015

By The Pensacola Salvager \$990.00  
Order Of Nine Hundred Ninety Dollars

Redwood Credit Union  
3033 Cleveland Avenue  
Santa Rosa, CA 95403

In the beginning God created the  
heaven and the earth... & it was good

Dinosaurs Adventureland  
Cindi Lincoln  
For Freddie's addition

⑆321177586⑆1000000243935⑈1829

PENSACOLA SALVAGE NO. 2, INC.  
PH 251-765-2900  
1196 HWY 84 E  
MONROEVILLE, AL 36460

1893815988-2819-18-18

Peoples Exchange Bank  
062102593  
Monroeville  
2019-10-18

EXHIBIT 34h

Cindi L Lincoln  
488 Pearl Ln  
Repton, AL 36475-1108

1830

60-7788/2011

10/15/2019

\$1,000

Dollars

Pay To The  
Order Of

CSE

*One Thousand*

Redwood Credit Union  
3053 Cleveland Avenue  
Santa Rosa CA 95403

In the beginning God created the  
heaven and the earth... & it was good

*Reynburg's addition  
Freddy's addition  
Pensacola Salvage Cindi Lincoln*

For

⑆321177586⑆11000000243935⑈1830

X

FOR DEPOSIT ONLY  
ALL IN CREDIT UNION  
CSE MINISTRIES, INC  
☐ ACCOUNT# 0000301017796

⑆252163749⑆01014037111012015

52

**d.b.a. SOUTH ALABAMA METAL SALES**  
5864 Hwy. 41 South \* East Brewton Al 36426

1 of 1

**ADDRESS:**

QUANTITY	LENGTH	DESCRIPTION	PRICE	AMOUNT
34	15.5	Painted 29	2.23	1,175.21
5		Ridgecap, Painted	18.95	94.75
1500		1.5" Screws	0.09	135.00
6	15.42	Painted 29	2.23	206.32
250		1.5" Screws	0.09	22.50

[illegible]

be accompanied by this bill

Sub Total	1,633.78
Tax	179.72
Delivery	-
<b>TOTAL</b>	<b>1,813.50</b>

Distance:

Received by:



**EXHIBIT 34j**

10/26/19 09:05:24

03/26/19 10/26/19 ACCT: XXSALF  
 PAID CASH REC BY: ADD  
 RECEIPT: 77700  
 KENT MOVING  
 MONROEVILLE, AL 36460

TICKET NUMBER: 77700  
 TICKET DATE: 10/26/19  
 PAGE: 01 OF INVOICE

DIRECTIONS:

PAID ON ACCOUNT 1177.09

INSTRUCTIONS: MERCHANDISE: MATTR

SALESPERSON: ADD ANY DEES

ACCOUNT NUMBER:

TERMS:

PHONE:

PHONE:

QTY	MFG#	FINISH	DESCRIPTION	TAG#	PRICE	STATUS
1	MO80	HARL FM 6/6	6/6 MATT		799.95	
1	MO80	WFBK 3/3XL	GREY SPECTRUM 6/6 BASE	G6345	100.00	
1	MO80	WFBK 3/3XL	GREY SPECTRUM 6/6 BASE	G6346	100.00	
1	LEGG	TK45G	TWIN-KING FRAME		79.95	

Cindi L. Lincoln  
 408 Pearl Ln  
 Repton, AL 36475-1108

1835

10-26-2019

By Cindi L. Lincoln

\$ 1177.09

one thousand one hundred seventy seven and no/100 Dollars

Redwood Credit Union  
 2083 Cleveland Avenue  
 Sunnyvale, CA 95003

In the beginning God created the  
heaven and the earth... & it was goodCindi L. Lincoln

For \_\_\_\_\_

⑆321177586⑆11000000243935⑆1835

Pay To The Order Of  
 TRUSTMARK  
 For Deposit Only  
 MICR LINE

8391981325  
 >065300279<  
 Trustmark Monroeville  
 2010-10-20



1196 HWY 84  
MONROEVILLE, ALABAMA 36460  
(251) 765-2900

[illegible]

**barn**

**S. A. M.**

**SOUTH ALABAMA**

5864 Hwy. 41 South  
251-

Customer Dinosaur Co

Address 251-362-41

(296) Trey

32	11 1/2"
----	---------

All claims and returned goods MUST be accompanied by a copy of this invoice.  
Service charge of 1.5% per month on accounts over 30 days old

TAX

1417

TOTAL

1001

Received By:

roof + siding

**Cindi L. Lincoln**  
488 Pearl Ln  
Repton, AL 36475-1108

707-479-1266

By The  
Order Of

Pensacola Salvage

\$535.-

Five Hundred Thirtyfive

Dollars

**Redwood Credit Union**  
3033 Cleveland Avenue  
Santa Rosa CA 95403

In the beginning God created the  
heaven and the earth...& it was good

Fr. Vincent Adventus Lent and Paschal

13 2 1 1 7 7 5 8 6 1 1 1 0 0 0 0 0 0 2 4 3 9 3 5 1 1 8 3 6

1836

62-774923-1

10/29 2019

By The  
Order Of

Pensacola Salvage

\$535.-

Five Hundred Thirtyfive

Dollars

**Redwood Credit Union**  
3033 Cleveland Avenue  
Santa Rosa CA 95403

In the beginning God created the  
heaven and the earth...& it was good

Fr. Vincent Adventus Lent and Paschal

13 2 1 1 7 7 5 8 6 1 1 1 0 0 0 0 0 0 2 4 3 9 3 5 1 1 8 3 6

```
>062102593<
Peoples Exchange Bk #885
2019-11-04
5930017001
Batch
```

```
-BranchName=  
-Trid=11-TransID=11/04/19  
-StartTime=11:01:59 AM
```

PENSACOLA SAL  
PH 251-  
1136 H<sup>1</sup>  
MONROEVILLE

EXHIBIT 34m

## ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
<b>PAYMENTS AND OTHER CREDITS</b>		
10/23	MARVINS - MONROEVILLE MONROEVILLE AL	-34.26
10/26	MARVINS - MONROEVILLE MONROEVILLE AL	-9.96
10/27	SOUTHWES 5262133463539 800-435-9792 TX	-22.40
102719 1 Y	DAL DAL	
11/01	AUTOMATIC PAYMENT - THANK YOU	-6,011.50
<b>PURCHASE</b>		
10/03	CONECUH COUNTY PROBATE OF EVERGREEN AL	31.25
10/09	Amazon.com*E92E59M93 Amzn.com/bill WA	3.23
10/09	CHRISTIAN HEALTHCARE M 330-848-1511 OH	45.00
10/09	AIRCOOLED.NET, INC. 801-4581908 UT	108.70
10/09	AT&T BILL PAYMENT 800-331-0500 TX	205.93
10/09	SOUTHWES 5262129483903 800-435-9792 TX	11.20
101919 1 T	LGA MDW	
2 T	MDW PNS	
3 E	PNS HOU	
4 E	HOU LGA	
10/10	COVENANT GIVING 868-8065782 IL	60.00
10/10	WPY*Aplos unfoldingWord 855-469-3729 FL	100.00
10/12	EMF*K-LOVE 800-525-6683 CA	20.00
10/14	LOWES #00212* MOBILE AL	764.52
10/15	MARVINS - MONROEVILLE MONROEVILLE AL	259.76
10/12	PENSACOLA SALVAGE MONROEVILLE AL	417.86
10/15	WM SUPERCENTER #1493 MONROEVILLE AL	123.18
10/17	AMZN Mktg US*Z706N8G38 Amzn.com/bill WA	21.69
10/18	MARVINS - MONROEVILLE MONROEVILLE AL	148.57
10/18	PENSACOLA SALVAGE MONROEVILLE AL	44.31
10/17	PENSACOLA SALVAGE MONROEVILLE AL	99.20
10/17	PENSACOLA SALVAGE MONROEVILLE AL	98.76
10/19	MARVINS - MONROEVILLE MONROEVILLE AL	125.81
10/22	SOUTHWES 5262133463539 800-435-9792 TX	22.40
110519 1 U	TPA BWI	
2 U	BWI TPA	
10/23	MARVINS - MONROEVILLE MONROEVILLE AL	176.24
10/22	PENSACOLA SALVAGE MONROEVILLE AL	1,819.89
10/23	WAL-MART #1493 MONROEVILLE AL	51.97
10/24	S A M SALES INC BREWTON AL	1,819.50
10/24	MARVINS - MONROEVILLE MONROEVILLE AL	95.55
10/23	PENSACOLA SALVAGE MONROEVILLE AL	477.98
10/26	MARVINS - MONROEVILLE MONROEVILLE AL	31.86
10/26	SWIFT SUPPLY, INC. 3 MONROEVILLE AL	29.96
10/26	SAFECO INSURANCE CO 800-332-3228 MA	137.29
10/27	LOWES #00212* MOBILE AL	606.88
10/27	LOWES #00212* MOBILE AL	10.32
10/28	LOWES #00212* MOBILE AL	482.62
10/28	LOWES #00212* MOBILE AL	182.96
10/28	S A M SALES INC BREWTON AL	915.21
11/02	MARVINS - MONROEVILLE MONROEVILLE AL	95.31
11/02	SWIFT SUPPLY, INC. 3 MONROEVILLE AL	93.85
11/01	EXCEL FLOOR COVERING MONROEVILLE AL	677.20

VW autoparts

Freddie → NY

+5.60

Barclays statement attached

DAL  
Barn &  
Freddie  
addition

## 2019 Totals Year-to-Date

Total fees charged in 2019	\$0.00
Total interest charged in 2019	\$0.00

Year-to-date totals do not reflect any fee or interest refunds

PENSACOLA SALVAGE NO. 2, INC  
 PH 251-765-2800  
 1196 HWY 84 E  
 MONROEVILLE AL 36680

NAME				DATE			
ADDRESS				PR. NO.			
BOLD BY		QTY	QOS	QAMOUNT	QDATE	QTIME	QAMOUNT
DESCRIPTION		PRICE	AMOUNT				
2 10x6x14		9376					
9 4x12x12		22500					
24 2x12x12		33056					
20 2x12x12		11180					
20 2x12x12		5780					
TOTAL		54714					
TOTAL		4253					
TOTAL		59947					

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL

Thank You

7/2/958

FOR: Diagonal Ady Land

**TOTAL**[illegible]

**EXHIBIT 34q**

(56) 79E-22  
473286  
HPE #102  
375 S ALABAMA AVE  
MONROEVILLE AL 36460

Description	Qty	Amount
UNLOD 112	18.9416	41.85
SELF # 2.1957 6		
1 BRIDGER	1	1.19
Subtotal		42.84
Tax		0.11
<b>TOTAL</b>		<b>42.95</b>
(PRICE) \$		42.95

SALE Receipt  
CHASE VISA US\$42.95  
Acct/Card #: XXXXXX3324  
Entry Method: Chip Read  
Auth #: 062893  
Resp Code: 002  
Stand: 080639393  
Invoice #: 681318  
Shift #: 1  
Store #: \*\*\*\*\*  
SITE ID: 473286  
TERMINAL ID: 00

MODE: Issuer  
AID: A000000031010  
TVR: 000000000  
IAD: 050100350002  
TSI: F800  
ARC: 00  
MERCHANT COPY



SIGNATURE  
I agree to pay the amount stated  
on this receipt

ST# 55 TEL# XXXX DEX 1 TRANK 1013571  
CSH: 2 11/05/18 14:07:29

PENSACOLA SALVAGE  
1186 HIGHWAY 84 E  
MONROEVILLE, AL 36460  
251765-2900

**SALE**

MD: 44006435085  
TID: 002 REF#: 00000003  
Batch #: 309001 RRN: 43213594  
11/05/18 14:07:46  
Invoice #: 3  
APPR CODE: 028040  
VISA \*\*\*\* \* Chip  
\*\*\*\* \* \*\*

**AMOUNT \$773.42**

APPROVED

CHASE VISA  
AID: A000000031010  
TVR: 00 00 00 00 00  
TSI: F8 00

Thank You  
Please Come Again

CUSTOMER COPY

PENSACOLA SALVAGE  
1186 HIGHWAY 84 E  
MONROEVILLE, AL 36460  
251765-2900

**SALE**

MD: 44006435085  
TID: 002 RE:  
Batch #: 311007 RP  
11/07/19

**AMOUNT \$836.86**

APPROVED

CHASE VISA  
AID: A000000031010  
TVR: 00 00 00 00 00  
TSI: F8 00

Thank You  
Please Come Again

CUSTOMER COPY



AUTORINT 39000393  
TAX EX 85-8017500  
Exempt Non Profit

CB3612 1/2 IN 3X5 PE W/1111 112.00 mt  
1155317  
10% Commercial Discount 11.20  
PROF EXT SAT 5G 139.99 mt  
CB0047451775  
10% Commercial Discount 14.00  
PROF EXT SAT 5G 139.99 mt  
CB0047451775  
10% Commercial Discount 14.00  
6IN STRAP HINGE 2N 605.99 35.94 mt  
038613205215  
10% Commercial Discount 3.59  
6IN T HINGES 2N PLT 609.90 59.94 mt  
038613205271  
TOTAL 452.18  
VISA XXXXXXXXXX3324 452.18  
065500  
CTROUTD. 114415  
Result: CAPTURED  
Card entry mode: Chip Read  
AID: A000000031010  
VISA CREDIT  
ARC: 01  
TVR: 0080008000  
TSI: F800  
IAD: 0501003602007  
Mode: ISSUER  
CVN: SIGNATURE

A receipt is required on all returns  
within 120 days of the original purchase

DISCLAIMER: Customers assume all  
responsibility and risk associated with  
the safe loading of their vehicles and  
proper securement of any purchased  
goods. Although we may assist in the  
loading process we are not responsible  
for any damage to property or persons.



8039 002 4017 4169 11/05/19 13:45:29

EXHIBIT 35a

**COMPLETE LIST**  
**Of**  
**SPENDING on DAL/CSE/Kent Hovind**  
**AFTER the CONTRACT was signed 5/1/2019.**

(Paper receipt copies of some of these items were in EXHIBIT 18, the rest of the paper receipts are available on request.) This is from Cindi's receipts, canceled checks, Chase VISA personal credit card statements, and Amazon.com records.

THE FOLLOWING WERE NEVER DONATIONS, NOR GIFTS, NOR SPENT WITHOUT CONTRACTUAL EXPECTATION of 20 years of Return Payments of \$1,300/month, which I was ~~WASLED~~ into thinking was in the written contract(s) of EXHIBITS of Paragraph 3 of this plea. While I am a generous woman, I had already DONATED over \$90,000 to DAL/CSE/Kent Hovind in 2019, and thereafter looked to re-establish my \$2,000/month income. Proof documents for the \$90,000 pre-contractual spending are at EXHIBIT

Again, I came to DAL with \$2,000/month income from California. I NEVER intended, nor communicated, nor agreed, in any way, forfeiting that \$2,000/month by spending all my assets on DAL/CSE/Kent Hovind. Rather, my CLEARLY STATED INTENT was to RE-ESTABLISH that income in Alabama, which Kent, Ernie and BILL AGREED TO at the time.

5/6/2019	Bishop Motorsport (White Van for Doc)	24,580.98
5/7/2019	Amazon (Doc Dutch Blitz)	9.71
5/11/2019	Walmart (Hedgehog bedding)	11.21
5/13/2019	Reeds Citrus (6 graft citrus tree)	250.00
5/13/2019	Pinellas Co Reptiles (Jackson's & Veiled chameleons)	561.71
5/13/2019	Pinellas County Reptiles (food)	5.35
5/14/2019	Amazon (Hedgehog and Rabbit food, salt lick)	29.00
5/17/2019	Amazon (drip irrigation supplies)	43.60
5/21/2019	Amazon (coffee, Doc underwear, laundry soap)	48.50
5/22/2019	Suncoast Sod Farms (lawn in center of DAL)	396.00
5/23/2019	Suncoast Sod Farms	297.00
5/23/2019	Suncoast Sod Farms	396.00
5/23/2019	S.A.M. Sales (metal roof for barn or Freddie)	102.30
5/23/2019	Walmart (hoses for landscape)	175.40
5/26/2019	Marvin's (top soil)	230.13
5/29/2019	2 bails of hay orchard mulch	60.00
5/29/2019	CSE	10,100.00
5/30/2019	Amazon (brown curtains for black light rock lesson)	166.78
6/1/2019	Amazon (covers for ugly used restaurant chairs)	29.74
6/1/2019	Amazon (Dinosaur books)	28.00
6/6/2019	Amazon (covers for ugly used restaurant chairs)	421.00
6/13/2019	Amazon (laminating sheets for Science Center)	36.00
6/19/2019	Amazon (laminating sheets for Science Center)	45.00
6/20/2019	Amazon (Ropen dinosaur book)	18.90
6/21/2019	Amazon (dryer element)	22.00



**EXHIBIT 35b**

6/30/2019	Amazon (laminator for Science Center displays)	54.00	
6/30/2019	Amazon (Doc's leg cramps, Bill Sardi recommended)	45.00	
7/2/2019	Amazon (furnace filters)	29.68	
7/10/2019	Amazon (covers for ugly used restaurant chairs)	35.62	
7/12/2019	Amazon (RX and plants)	70.00	
7/14/2019	Amazon (Doc ordered skeleton for cliff lesson)	55.00	
7/18/2019	Robert Conrad (butterfly display boxes)	200.00	
7/18/2019	Evergreen Concrete	3,286.00	
7/19/2019	Ward Yamaha (Check #1820. Polaris)	17,767.85	
7/19/2019	Amazon (plumeria plant)	36.29	Greenhouse
7/26/2019	Amazon (Doc's leg cramps, Sardi rec mineral water)	45.00	
7/28/2019	Amazon (Doc special treat)	30.00	
7/30/2019	Amazon (RX)	67.00	
7/31/2019	Grayhound bus	129.50	
8/2/2019	Amazon (Doc ordered second skeleton for cliff lesson)	56.00	
8/9/2019	Amazon (Doc Orchid variety)	10.00	Greenhouse
8/9/2019	Michael's Transport	573.00	
8/13/2010	Amazon (Doc leg cramp rub)	32.00	
8/23/2019	Amazon (cleaning products)	55.50	
8/25/2010	Amazon (Doc massage table)	82.07	
8/15/2019	Amazon (Doc's electrolyte pink drink)	19.00	
9/11/2019	Lowe's	213.08	
9/14/2019	Marvin's	580.41	
9/14/2019	McNider's (wheelbarrow, Great Stuff, door hole cover)	70.82	
9/15/2019	Amazon (book on catastrophism)	10.00	
9/15/2019	Marvin's (5 windows)	629.63	
9/15/2019	Marvin's (lumber)	391.82	
9/16/2019	Marvin's	314.98	
9/16/2019	S.A.M. Sales (screws, 17'6")	758.02	
9/19/2019	Pensacola Salvage (Freddie cabin)	313.00	
10/?/2019	Pensacola Salvage (Barn)	1,510.59	
10/2/2019	Amazon (carburetor carb, fuel pump)	70.00	
10/2/2019	Amazon (cockroach bombs)	19.50	
10/2/2019	Amazon (reverse osmosis water system Fish Room)	162.00	
10/2/2019	Amazon (tune up kit/auto part)	57.24	
10/3/2019	ixl.com (Ben's online homeschool monthly fee)	19.95	
10/8/2019	Amazon (bamboo varieties: red, black, blue, giant)	12.00	
10/9/2019	Amazon (router bits)	11.00	
10/9/2019	Amazon (Wall size ocean creation mural for Fish Room)	40.50	
10/9/2019	Amazon (Doc's coffee pods)	20.00	
10/9/2019	AirCooled.NET (VW auto parts)	106.70	
10/9/2019	American Airlines & Southwest Air (Freddie to NY)	16.80	
10/11/2019	Amazon (Doc hot tub filter replacements)	34.00	
10/8/2019	Pensacola Motorsports (check # 1826 Can-Am)	21,570.72	
10/8/2019	CSE (ck #1827 pay off Doc/"Ministry" AmEx Debt)	10,929.28	
10/12/2019	Pensacola Salvage (Barn & Freddie addition)	417.36	
10/14/2019	Lowe's (Barn & Freddie addition)	764.52	
10/15/2019	Marvin's (Barn & Freddie addition)	256.76	
10/14/2019	Lowe's (Barn & Freddie addition)	764.52	

**EXHIBIT 35c**

10/17/2019	Pensacola Salvage (Barn & Freddie addition)	89.20
10/17/2019	Pensacola Salvage (Barn & Freddie addition)	68.76
10/18/2019	Marvin's (Barn & Freddie addition)	146.57
10/18/2019	Pensacola Salvage (Barn & Freddie addition)	44.31
10/19/2019	Marvin's (Barn & Freddie addition)	125.81
10/15/2019	Pensacola Salvage (check # 1829)	989.00
10/15/2019	CSE (check #1830 Freddie's addition)	1,000.00
10/16/2019	S. A. M. (check #1831. They don't take Amex.)	909.84
10/17/2019	Amazon (laminating pouches)	33.47
10/18/2019	US State Dept. (ck #1834 passport to travel w Doc)	110.00
10/21/2019	Amazon (hooks for Science Center displays)	10.79
10/22/2019	Amazon (Fish tank test kit)	24.34
10/22/2019	Amazon (storage to back up Science Center slides)	23.75
10/22/2019	Pensacola Salvage (Barn)	1,510.59
10/23/2019	Pensacola Salvage (Barn & Freddie addition)	477.36
10/23/2019	Marvin's (Barn & Freddie addition)	176.24
10/23/2019	Covington Heavy Duty (MIG wire)	94.81
10/24/2019	S.A.M. (J-mold)	11.04
10/24/2019	S.A.M. (15.5' painted 29, ridgecap, screws)	1,813.50
10/24/2019	Marvin's (Barn & Freddie addition)	95.55
10/26/2019	Marvin's (Barn & Freddie addition)	31.85
10/26/2019	Swift Supply (Barn & Freddie addition)	29.88
10/26/2019	Hainjes (Check #1835. King mattress)	1,177.09
10/27/2019	Walmart	40.36
10/27/2019	Lowes (Barn & Freddie addition)	806.89
10/27/2019	Lowes (Barn & Freddie addition)	10.32
10/28/2019	Lowes (Barn & Freddie addition)	492.62
10/28/2019	Lowes (Barn & Freddie addition)	192.98
10/29/2019	Pensacola Salvage (Check #1836. Barn)	535.00
10/29/2019	Amazon (Dino curtains for cabins: material, rods)	65.95
10/29/2019	S.A.M. (32 11'6" Barn metal roof)	910.91
10/30/2019	Amazon (Doc 2 pairs cargo shorts)	27.30
10/30/2019	Dollar General (ice cream party)	29.10
10/30/2019	Amazon (Doc 2 pairs long jean pants)	40.00
10/30/2019	Walmart (warm men's wear for DAL crew)	68.66
10/30/2019	Pensacola Salvage (Barn ck #1837)	584.67
10/30/2019	Marvin's	64.75
10/31/2019	Marvin's	265.97
11/1/2019	Excel Floor Covering (Freddie's Cabin)	577.20
11/2/2019	Marvin's (Barn & Freddie addition)	95.31
11/2/2019	Swift Supply (Barn & Freddie addition)	93.85
11/3/2019	ixl.com (Ben's online homeschool monthly fee)	19.95
11/5/2019	Amazon (Fire Ant Killer, Darwin's Doubt book)	28.76
11/5/2019	MPE (fuel Doc)	42.95
11/5/2019	Marvin's	452.18
11/5/2019	Pensacola Salvage	773.42
11/7/2019	Pensacola Salvage	635.56
11/8/2019	Pensacola Salvage	1,400.00
11/21/2019	Amazon (electrical)	268.30

EXHIBIT 35d

11/21/2019	Amazon (electrical supplies DAL)	144.69
11/21/2019	Amazon (excavator bucket cylinder seal)	86.05
11/28/2019	Amazon (Darwin Devolves)	20.00
12/2/2019	Amazon (dryer filter)	34.00
12/3/2019	ixl.com (Ben's online homeschool monthly fee)	19.95
12/3/2019	Amazon (Doc special treat)	4.03
12/11/2019	Amazon (Doc special treat)	12.95
12/14/2019	Amazon (Dino fabric for cabin furniture refurbish)	102.37
12/17/2019	Amazon (8" saw mandrel)	42.61
12/18/2019	Marvin's	77.40
12/19/2019	Amazon (Boat Shaped Object on Doomsday Mt)	19.00
12/25/2019	Amazon (Doc special treats)	45.00
12/28/2019	Amazon (Fisherman's lozenges for Doc)	7.51
12/30/2019	Amazon (toilet suction plunger)	13.00
<b>TOTAL 2019 SPENDING for CSE AFTER the 5/1/2019 CONTRACT:</b>		<b>\$119,029.19</b>

**2020 SPENDING on CSE/DAL Dwindled AFTER Cindi fulfilled her promise  
for the 5/1/2019 Contract:**

1/3/2020	ixl.com (Ben's online homeschool monthly fee)	19.95
2/3/2020	ixl.com (Ben's online homeschool monthly fee)	19.95
6/29/2020	Petsmart (birds)	37.42
6/29/2020	Murphy's	12.01
??	Walmart (Doc RX for eye infection)	27.89
01/01/2020	Marvin's	114.25
1/15/2020	O'Reilly's Auto Parts	107.77
1/15/2020	Walmart (paint & supplies)	105.19
1/15/2020	Mobil Lube Express (white van)	47.39
1/16/2020	Tractor Supply Co.	154.17
1/16/2020	Atlanta Passport (for Cindi to travel with Doc)	205.00
10/6/2020	Cricket (DAL staff cell phone bill Laszlo?)	73.00
<b>TOTAL 2020 SPENDING on CSE AFTER the 5/1/2019 CONTRACT: \$</b>		<b>848.09*</b>

I estimate approximately \$800/month x 17 months was spent on DAL/CSE  
from my \$1,300/month AMEX money. This adds \$13,600 to my total spent  
on DAL/CSE in keeping my contractual promise.

**\$ 13,600.00\*\***

**TOTAL SPENDING ON DAL/CSE/KENT HOVIND FOR 5/1/2019 CONTRACT: \$133,477.28**

\*By 2020, all spending for DAL was from my \$1,300 AMEX allowance. \*\*Again, due to Ernie refusing to provide American Express Statements, this 2020 amount is grossly approximated.

**EXHIBIT 36**

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**Creation Science Evangelism, Inc.**  
*Using Science To Teach Biblical Truths*

---

Date: January 31, 2020

Creation Science Evangelism, Inc.  
488 Pearl Lane  
Repton, AL 36475  
855.BIG.DINO [244.3466] ext 2

**Tax Deductible Receipt**

To: Cindi Lincoln,

On behalf of Creation Science Evangelism Ministries, I would like to extend our gratitude and utmost appreciation for your generosity and support of the CSE Ministries along with the work that we do here.

Thank you for the donation totaling \$ 50,964.00 in the year 2019. No goods or services were provided in consideration for this donation. Your much-appreciated donation is fully tax-deductible.

Thank you!

*Creation Science Evangelism Ministries,*

EIN# 81-1424226

**EXHIBIT 37a****Form 990**Department of the Treasury  
Internal Revenue Service**Return of Organization Exempt From Income Tax**

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.  
▶ Information about Form 990 and its instructions is at [www.irs.gov/form990](http://www.irs.gov/form990).

OMB No. 1545-0047

**2017**

Open to Public Inspection

**A For the 2017 calendar year, or tax year beginning 01-01-2017, and ending 12-31-2017**

- Check if applicable:
- ☐ Address change
  - ☐ Name change
  - ☐ Initial return
  - ☐ Final return/terminated
  - ☐ Amended return
  - ☐ Application pending

**C Name of organization**  
CREATION SCIENCE EVANGELISM MINISTRIES INC**D Employer identification number**

81-1424226

Doing business as

**E Telephone number**Number and street (or P.O. box if mail is not delivered to street address) Room/suite  
1798 NELSON LANE STUDIO CCity or town, state or province, country, and ZIP or foreign postal code  
WESTVILLE, FL 324643442**G Gross receipts \$** 349,925**F Name and address of principal officer****H(a) Is this a group return for subordinates?** ☐ Yes ☒ No**H(b) Are all subordinates included?** ☐ Yes ☒ No  
If "No," attach a list (see instructions)**H(c) Group exemption number ▶****I Tax-exempt status** ☒ 501(c)(3) ☐ 501(c)( ) (insert no.) ☐ 4947(a)(1) or ☐ 527**J Website: ▶****K Form of organization** ☒ Corporation ☐ Trust ☐ Association ☐ Other ▶**L Year of formation** 2016**M State of legal domicile** FL**Part I Summary**

<b>Activities &amp; Governance</b>	<b>1</b> Briefly describe the organization's mission or most significant activities TO EDUCATE SOCIETY ON BIBLE CREATION, AND BIBLICAL PRINCIPALS. THIS PURPOSE WAS TO HELP GENERATE A BETTER SOCIETY BY TEACHING THESE PRINCIPALS. THE TEACHING INCLUDES SCIENTIFIC SUPPORT OF THE BIBLE TEACHING.		
<b>2</b> Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets			
<b>3</b> Number of voting members of the governing body (Part VI, line 1a)	<b>3</b>	<b>5</b>	
<b>4</b> Number of independent voting members of the governing body (Part VI, line 1b)	<b>4</b>	<b>5</b>	
<b>5</b> Total number of individuals employed in calendar year 2017 (Part V, line 2a)	<b>5</b>	<b>1</b>	
<b>6</b> Total number of volunteers (estimate if necessary)	<b>6</b>		
<b>7a</b> Total unrelated business revenue from Part VIII, column (C), line 12	<b>7a</b>	<b>0</b>	
<b>7b</b> Net unrelated business taxable income from Form 990-T, line 34	<b>7b</b>	<b>0</b>	
<b>Revenue</b>	<b>8</b> Contributions and grants (Part VIII, line 1h)	<b>Prior Year</b>	<b>Current Year</b>
	<b>9</b> Program service revenue (Part VIII, line 2g)		349,925
	<b>10</b> Investment income (Part VIII, column (A), lines 3, 4, and 7d)		0
	<b>11</b> Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)		0
	<b>12</b> Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)		349,925
<b>Expenses</b>	<b>13</b> Grants and similar amounts paid (Part IX, column (A), lines 1–3)		0
	<b>14</b> Benefits paid to or for members (Part IX, column (A), line 4)		0
	<b>15</b> Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)		0
	<b>16a</b> Professional fundraising fees (Part IX, column (A), line 11e)		0
	<b>b</b> Total fundraising expenses (Part IX, column (D), line 25) ▶ 0		
	<b>17</b> Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)		215,145
	<b>18</b> Total expenses—Add lines 13–17 (must equal Part IX, column (A), line 25)		215,145
<b>19</b> Revenue less expenses—Subtract line 18 from line 12		134,780	
<b>Net Assets or Fund Balances</b>	<b>20</b> Total assets (Part X, line 16)	<b>Beginning of Current Year</b>	<b>End of Year</b>
	<b>21</b> Total liabilities (Part X, line 26)	456,048	590,828
	<b>22</b> Net assets or fund balances—Subtract line 21 from line 20	456,048	590,828

**Part III Signature Block**

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 officer) is based on all information of which preparer has any knowledge.

**Sign Here**

Signature of officer

2018-05-03

Date

ERNEST LAND, PRESIDENT

Type or print name and title

**Paid Preparer Use Only**

Print/Type preparer's name

Ernest R. Finch

Preparer's signature

Ernest R. Finch

Date

2018-11-13

Check ☒ if self-employed

Preparer's EIN ▶

P03848839

Firm's name ▶

Ernest R. Finch CPA

Firm's EIN ▶

27-1758552

Firm's address ▶ P.O. Box 343

Phone no. (334) 248-6222

Geneva, AL 36340

May the IRS discuss this return with the preparer shown above? (see instructions) ☒ Yes ☐ No

## Check if Schedule O contains a response or note to any line in this Part VII

☒ Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee

Form 99B (2017)

**EXHIBIT 37c**

<b>efile GRAPHIC print - DO NOT PROCESS   As Filed Data -</b>		<b>DLN: 93493319083899</b>	
<b>Form 990</b>		<b>Return of Organization Exempt From Income Tax</b>	
Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)		<b>2018</b>	
▶ Do not enter social security numbers on this form as it may be made public		OMB No 1545-0047	
▶ Go to <a href="http://www.irs.gov/Form990">www.irs.gov/Form990</a> for instructions and the latest information.		Open to Public Inspection	
Department of the Treasury Internal Revenue Service			
<b>A For the 2019 calendar year, or tax year beginning 01-01-2018, and ending 12-31-2018</b>			
<b>B</b> Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending		<b>C</b> Name of organization CREATION SCIENCE EVANGELISM MINISTRIES INC	
		<b>D</b> Employer identification number 81-1424226	
		<b>E</b> Telephone number	
		<b>G</b> Gross receipts \$ 560,638	
<b>F</b> Name and address of principal officer		<b>H</b> (a) Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>H</b> (b) Are all subordinates included? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "No," attach a list (see instructions) <b>H</b> (c) Group exemption number ▶	
<b>I</b> Tax-exempt status <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) ( ) (insert no) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527			
<b>J</b> Website: ▶			
<b>K</b> Form of organization <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other ▶		<b>L</b> Year of formation 2016 <b>M</b> State of legal domicile AL	
<b>Summary</b>			
1 Briefly describe the organization's mission or most significant activities TO EDUCATE SOCIETY ON BIBLE CREATION, AND BIBLICAL PRINCIPALS THIS PURPOSE WAS TO HELP GENERATE A BETTER SOCIETY BY TEACHING THESE PRINCIPALS THE TEACHING INCLUDES SCIENTIFIC SUPPORT OF THE BIBLE TEACHING			
<b>Activities &amp; Governance</b>	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets		
	3 Number of voting members of the governing body (Part VII, line 1a) . . . . .		
	4 Number of independent voting members of the governing body (Part VII, line 1b) . . . . .		
	5 Total number of individuals employed in calendar year 2018 (Part VII, line 2a) . . . . .		
	6 Total number of volunteers (estimate if necessary) . . . . .		
	7a Total unrelated business revenue from Part VII, column (C), line 12 . . . . .		
	7b Net unrelated business taxable income from Form 990-T, line 34 . . . . .		
	<b>Revenue</b>	<b>Prior Year</b>	
8 Contributions and grants (Part VIII, line 1h) . . . . .		349,925 560,638	
9 Program service revenue (Part VIII, line 2g) . . . . .		0	
10 Investment income (Part VIII, column (A), lines 3, 4, and 7d) . . . . .		0	
11 Other revenue (Part VII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e) . . . . .		0	
<b>Expenses</b>	12 Total revenue—add lines 8 through 11 (must equal Part VII, column (A), line 12) . . . . .		349,925 560,638
	13 Grants and similar amounts paid (Part IX, column (A), lines 1–3) . . . . .		0
	14 Benefits paid to or for members (Part IX, column (A), line 4) . . . . .		0
	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10) . . . . .		12,994
	16a Professional fundraising fees (Part IX, column (A), line 11e) . . . . .		0
<b>Net Assets or Fund Balances</b>	b Total fundraising expenses (Part IX, column (D), line 25) ▶▶		215,145 381,111
	17 Other expenses (Part IX, column (A), lines 11a–11c, 11f–24e) . . . . .		215,145 394,105
	18 Total expenses Add lines 13–17 (must equal Part IX, column (A), line 25) . . . . .		134,780 166,533
	19 Revenue less expenses Subtract line 18 from line 12 . . . . .		
	<b>Beginning of Current Year</b>		<b>End of Year</b>
20 Total assets (Part X, line 16) . . . . .		590,828 757,361	
21 Total liabilities (Part X, line 26) . . . . .		0	
22 Net assets or fund balances Subtract line 21 from line 20 . . . . .		590,828 757,361	
<b>Signature Block</b>			
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 officer) is based on all information of which preparer has any knowledge.			
<b>Sign Here</b>	Signature of officer		2019-11-13 Date
	ERNEST LAND PRESIDENT Type or print name and title		
<b>Paid Preparer Use Only</b>	Print/Type preparer's name		Preparer's signature
	Date 2019-11-14		Check <input checked="" type="checkbox"/> if self-employed
	Firm's name ▶ Britton R Finch CPA		Firm's EIN ▶ 27-1758552
	Firm's address ▶ P O Box 340 Geneva, AL 36340		Phone no. (334) 248-6122
May the IRS discuss this return with the preparer shown above? (see instructions) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
For Paperwork Reduction Act Notice, see the separate instructions. Cat No 11282Y Form 990 (2018)			

Check if Schedule O contains a response or note to any line in this Part VII ☐

☒ Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee

[illegible]



EXHIBIT 39a

**Conversation with Yuliya DAL , Kent Hovind, Emiel Land DAL , +19178334118**

SMS Message received from Kent Hovind 2/22/2020 10:10:41 PM

**KH**

I'm starting a new group text to Julie, Yulia, Cindi and Ernie for Ernie to keep in CSE minutes

It is Feb. 22, 2020. Tonight I took the three ladies in this group to Mexican for dinner and to discuss ministry issues so there are no misunderstandings.

We talked from about 6-9pm

As it stands now:

1. If anyone needs anything that costs CSE \$ Yulia can use the ministry credit card ONLY if Cindi or I approve it in writing via note or text.
2. Yulia will learn to do Julie's job in answering the phone, taking and filling orders, DVD duplication and Shipping.
3. Cindi is in charge of the Science center building under my leadership and both girls answer to her and keep their work open to her inspiration and approval. Yulia seemed reluctant to be required to answer to Cindi but since Cindi is in my will to take over leadership in the event I die or am unable to lead it must be this way for the foreseeable future. If the ladies cannot work out their differences and Yulia decides to move CSE will assist her with reasonable moving expenses approved by me plus \$2k as a parting gift for her great work.
4. Cindi and I will make plans to rearrange the offices in the science center building to suit ministry needs.
5. It seems that we will soon need another secretary to help accomplish the ministry goals- move scheduling of radio, birthday parties, develop or purchase data base or mailing list of churches, schools, pastors etc to plan special events. Get more books published. Greatly expand the items sold in the bookstore.  
Julie will keep a cash drawer with @ \$200 for change in a locked cash drawer in her office. Excess cash and bookstore sales and donations will be given to Cindi each day for safe keeping and accounting.
6. Murmuring or complaining about this meeting or arrangement should be to me alone or Ernie and I together only. Any sowing discord among ANY other brethren in violation of Pro. 6 will be grounds for dismissal from ministry staff.
7. Thank you for

EXHIBIT 39b

## Conversation with Kent Hovind, ErnieLandDAL , BillSardi

SMS Message received from Kent Hovind 4/20/2020 11:15:29 PM

**KH** Hey Ernie and Bill, I think we need a CSE board meeting via Skype or phone soon to discuss a few issues at the camp. There are some things happening here that you need to be made aware of to set the record. Let me know when is good for you please.  
Kent

SMS Message received from ErnieLandDAL 4/21/2020 7:24:01 AM

**E** I have a conference line we can call in to when we set a good time.

SMS Message received from Kent Hovind 4/21/2020 8:47:54 AM

**KH** I'll check with cindi. Maybe after lunch? 1pm CST?

SMS Message received from Kent Hovind 4/21/2020 12:54:14 PM

**KH** Tour group showed up. Conference later?

SMS Message received from Kent Hovind 4/21/2020 10:50:34 PM

**KH** It has reached a crisis turning point! From my perspective: Cindi has been asked many times both by me and by Ernie to drop all the controversy over Steve and everything else and get back to her main job of being wife and helping build the ministry and win souls. She refuses, gets furious, swears and has been sleeping in the other room for several days now. I've known both of you for about 30 years and I'm seeking your advice. As I see it either Cindi is blind to her rebellion and how it violates scripture or I am blind to something in the way I'm handling it. Here are the options I see now, please give me your advise.

1. We ask her to leave CSE ministry property but continue to support her due to the vows I made and intend to keep.
2. We allow her to live on property in one of the cabins. The cabin she started in, #8 will be open tomorrow.
3. We do nothing and hope she (or I) gets a vision from God about who is wrong and repents.
4. We get all CSE/DAL staff together to hear both sides and let them offer advice.
5. We let her run CSE/DAL and I go start a new ministry somewhere else to get peace.
6. I build a room in the corner of the house!
- 7.

**EXHIBIT 39c**

Other?

Unless i hear differently from the Lord or get ideas from you i intend to enforce option 2 tomorrow. If her open rebellion continues it will be option 1. Pray!

SMS Message received from Kent Hovind 4/21/2020 11:11:42 PM

**KH**

Modify option 2 to be cabin 6 so she has a bathroom.  
I think I'm a pretty patient man but she continually calls me a liar and greatly disrespects me. Maybe it's remnants of her upbringing in the hippy rebellious culture or maybe i am the evil man she thinks I am but the current situation is untenable from my perspective. We meet with a pastor/counselor tomorrow at 3. He's her former pastor and knows her pretty well and may bring resolution. Thanks for letting me vent brothers. I'm fine and the ministry will continue but this will be stopped one way or the other tomorrow.  
Just pray please.  
Goodnight.

SMS Message sent 4/22/2020 5:08:41 PM




EXHIBIT 39d

CLIENT: LINCOLN, CINDI

CONFIDENTIAL

PRIVILEGED INFORMATION AVAILABLE TO PROFESSIONAL PERSONS WITH PROPERLY SIGNED RELEASE.

## GRACE COUNSELING CENTER

Professional Counseling  
1305 McMillan Ave  
Brewton, AL 36427

Copy

## COMPREHENSIVE PSYCHOSOCIAL ASSESSMENT

## I. DATA SECTION:

Date of Assessment and treatment: 17 June 2021Date of Birth: 20 Oct 1962 Marital Status: M/ separated Race: Caus Sex: F

## II. PRESENTING PROBLEM/REFERRAL SOURCE (mode of entry):

Client presented on her own desiring that an assessment be made to determine any issues that she might need to address due to her present marital stress. Stating that she has had issues with anger, but that her impulse control has been much better since being away from her husband. She has been separated from her husband since February 2021.

## III. PROCEDURES ADMINISTERED:

Clinical Interview, Mental Status Exam, Mini International Neuropsychiatric Interview, Adverse Childhood Experiences questionnaire, Mental Wellness questionnaire, Beck Depression Inventory-II, Stress Diagnostic Survey, Intake Symptom Check lists.8 Tests  
Admin-  
istered

## IV. MEDICAL/PHYSICAL CONDITION: Client was last examined by a physician "1 or 2 months ago" the physician is Dr. House, M.D.

Current Medications (s): multi-vitamins and minerals/herb combo; Client reports taking no prescribed drugs or medications.Nutritional Status (nutritional risk factor/recent Wt Loss/Gain): N/AV. BEHAVIORAL HEALTH HISTORY AND TX (Brief summary of Tx and history): Marriage counseling conducted by Steve Dunn for 1-3 sessions. Client said that Mr. Dunn terminated the sessions because of lack of progress and referred the couple to Pathways Professional Counseling. No psychological medications were provided and no psychological diagnosis given.

## VI. DRUG AND/ OR ALCOHOL HX (Brief summary of current use, Tx, and History): No history of alcohol or drug addiction problem reported.

## VII. LEGAL STATUS/HISTORY (as appropriate): Client denies having any altercations with the Justice system. No criminal record or issues reported.

EXHIBIT 39e

CLIENT: LINCOLN, CINDI  
 PRIVILEGED INFORMATION AVAILABLE TO PROFESSIONAL PERSONS WITH PROPERLY  
 SIGNED RELEASE.

CONFIDENTIAL

unremarkable. She is cooperative, friendly and talkative throughout the evaluation process. Her style of response is best described as thoughtful. Her thoughts were articulate, coherent, well organized and logical. There is no indications of a formal thought disorder. She was able to experience a broad range of affect appropriate to the topic at hand. There are notable manifestations of anxiety as she tends to talk rapidly and sometimes refers to her husband and their conflicts and needed to be redirected by the examiner. Client stated that there was a period of time where the stress and anxiety of her current circumstances with her husband interrupted her sleep. Yet, there are no indications of a formal Sleep Disorder. There are no indications of severe mood swings or racing thoughts indicative of Bipolar Disorder. The Client is oriented to person, place and time and her recent and remote memories appear to be within normal range as well. There are no indications of delusions or hallucinations. There are no indications that the Client has ever engaged in self-mutilation or been suicidal or homicidal. She does report verbal, mental, and physical abuse from her husband.

#### XVI. PSYCHOMETRIC TEST RESULTS:

Clinical Interview, see findings at XX.

Mental Status Exam, see findings at XV.

Mini International Neuropsychiatric Interview, *scores indicate current Generalized Anxiety Disorder symptoms; Current Post Traumatic Stress Disorder symptoms; for depression see Beck Inventory-II.*

Adverse Childhood Experiences questionnaire, A.C.E. Score of 3-4, which is significant for childhood trauma.

Mental Wellness questionnaire,

High scores on resiliency, self value and self-direction, as well as healthy personal relationships and sense of belonging (these represent relationships other than the marital one); Low scores having to do with satisfaction with life as a whole, reporting being very unhappy, feels pain and treachery, betrayal, deceit, having to do with her marriage and workers associated with her husband.

Beck Depression Inventory-II, score 15, Mild Depression

Stress Diagnostic Survey, score Mild to Moderate Stress Levels with physical symptoms

Intake Symptom Check lists, see XVIII

#### XVII. CLINICAL DIAGNOSTIC IMPRESSIONS(integration of assessment findings):

AXIS I- Mild Depressive symptoms; Trauma stress reactions; Anxiety; Adjustment Disorder with Anxiety and Depression; Symptoms of PTSD; unresolved grief

AXIS II- not observed

AXIS III- n/a

AXIS IV- Marital distress, financial stress

AXIS V=CURRENT GAF=70

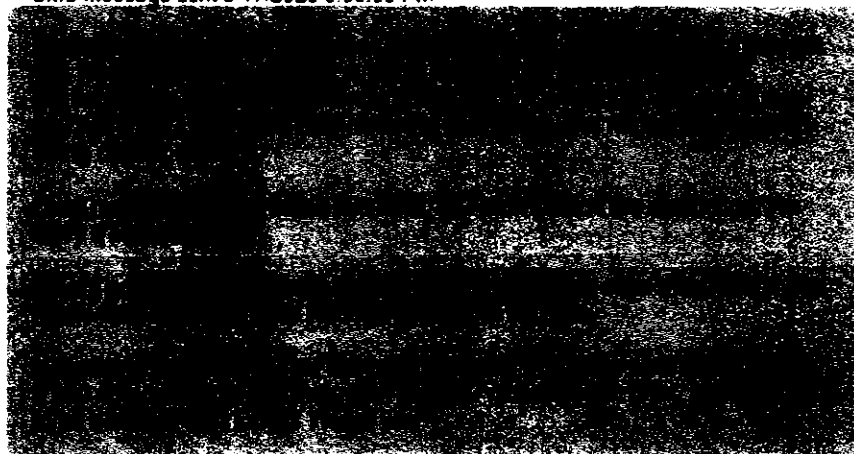
EXHIBIT 40

SMS Message received from ErnieLandDAL 5/17/2020 4:41:06 PM

E

Hi Cindi, due to the restrictions on businesses due to COVID19 notaries have been closed for a couple months. Banks are by appointment only, so it limits my ability to get you a signed notarized contract, but I will do so, and in the interim you have a legally binding signed contract from me on behalf of the for profit CSE. I have stated as much to you in our email exchange.

SMS Message sent 5/17/2020 5:50:05 PM



SMS Message received from ErnieLandDAL 5/17/2020 8:17:21 PM

E

I'll send a blue ink signed contract to you now. And yes, the Board would have to vote on who does what at the Ministry should something happen to Doc. I personally, would vote to honor Kent's request even if you and I are at odds, but those would be a Board decision.

SMS Message sent 5/17/2020 8:18:21 PM



EXHIBIT 41

SMS Message received from ErnieLandDAL 6/12/2020 4:25:35 PM

E

On another note. I wish for you to know i would be honorable to my word on any commitment within my power to do, and how you feel about me or how I feel about you doesn't change my feelings to be honorable. Some things you expect of me would require Board support.

SMS Message sent 6/12/2020 4:26:57 PM

**I'm glad you wish to be honorable. What do you refer to in your last sentence?**

SMS Message received from ErnieLandDAL 6/12/2020 4:31:51 PM

E

The Ministry things require 3 Board members approval. I can suggest, Doc can suggest, but ultimately all things require a majority vote.

SMS Message sent 6/12/2020 4:33:17 PM

**What things do you refer to that I've asked from you?**

SMS Message sent 6/12/2020 4:34:25 PM

**Also, I too believe in being honorable.**

SMS Message received from ErnieLandDAL 6/12/2020 4:43:13 PM

E

I said nothing about anything you asked of me. Im simply saying this creation Ministry was set up for Doc and the Board approves his wishes 99% of the time, but anything Ministry related is ran by the Board.

SMS Message sent 6/12/2020 4:53:41 PM

**I'm sorry, you said, "Some things you expect of me would require Board support." Are you referring to Doc's insurance premium? My being able to stay in this house? My monthly \$1300?**

SMS Message received from ErnieLandDAL 6/12/2020 4:59:04 PM

E

**Your \$1,300 is from Doc's intellectual property rights and from the for profit, so that contractual agreement is guaranteed. Doc's insurance plan is good too. Things like who will do what at the Ministry or how it will function if Doc is not around are all future things a Board would be presented with and would be by majority vote.**

EXHIBIT 43a

THE BACK OF THIS CHECK CONTAINS A SECURITY MARK - DO NOT ACCEPT WITHOUT HOLDING AT AN ANGLE TO VERIFY SECURITY MARK.

Please Post to Account: CSEM  
 T LAND  
 ELSON LANE HUM C  
 WESTVILLE, FL 32444

Metawater Corporation  
 P.O. Box 7236  
 Sausalito, CA 94965-7236  
 people.metawater.com  
 1-877-348-5272

Payable Through  
 BAC MARIAS BANK, NA  
 ANTIGO, WI

2624816781

October 21, 2020

PAY Two Thousand Six Hundred and 00/100 Dollars

#CSP01000E390EAB# 72642599

VOID 90 DAYS AFTER ISSUE

TO THE  
 ORDER OF

CINDI LINCOLN  
 488 PEARL LN C/O  
 REPTON AL 36475-1108



THIS IS A BILL PAYMENT DRAFT WHICH IS DRAWN BY  
 METAWATER CORPORATION WITHOUT RECOURSE

Memo: Oct/Nov. \$1300 CSE / own repay

⑆2624816781⑆ ⑆075901480⑆ 91790012211067⑆

THE BACK OF THIS CHECK CONTAINS A SECURITY MARK - DO NOT ACCEPT WITHOUT HOLDING AT AN ANGLE TO VERIFY SECURITY MARK.

Please Post to Account: CSEM  
 ERNEST LAND  
 1788 NELSON LANE HUM C  
 WESTVILLE, FL 32444

Metawater Corporation  
 P.O. Box 7236  
 Sausalito, CA 94965-7236  
 people.metawater.com  
 1-877-348-5272

Payable Through  
 BAC MARIAS BANK, NA  
 ANTIGO, WI

2033907831

November 23, 2020

PAY One Thousand Three Hundred and 00/100 Dollars

#CSP01000E390EAB# 72642599

VOID 90 DAYS AFTER ISSUE

TO THE  
 ORDER OF

CINDI LINCOLN  
 488 PEARL LN  
 REPTON AL 36475-1108



THIS IS A BILL PAYMENT DRAFT WHICH IS DRAWN BY  
 METAWATER CORPORATION WITHOUT RECOURSE

Memo:

⑆2633907831⑆ ⑆075901480⑆ 91790012211067⑆

THE BACK OF THIS CHECK CONTAINS A SECURITY MARK - DO NOT ACCEPT WITHOUT HOLDING AT AN ANGLE TO VERIFY SECURITY MARK.

Please Post to Account: CSEM  
 ERNEST LAND  
 1788 NELSON LANE HUM C  
 WESTVILLE, FL 32444

Metawater Corporation  
 P.O. Box 7236  
 Sausalito, CA 94965-7236  
 people.metawater.com  
 1-877-348-5272

Payable Through  
 BAC MARIAS BANK, NA  
 ANTIGO, WI

2640293979

December 14, 2020

PAY One Thousand Three Hundred and 00/100 Dollars

#CSP01000E390EAB# 72642599

VOID 90 DAYS AFTER ISSUE

TO THE  
 ORDER OF

CINDI LINCOLN  
 488 PEARL LN  
 REPTON AL 36475-1108



THIS IS A BILL PAYMENT DRAFT WHICH IS DRAWN BY  
 METAWATER CORPORATION WITHOUT RECOURSE

Memo:

⑆2640293979⑆ ⑆075901480⑆ 91790012211067⑆



EXHIBIT 43b

THE BACK OF THIS CHECK CONTAINS A SECURITY MARK - DO NOT ACCEPT WITHOUT HOLDING AT AN ANGLE TO VERIFY SECURITY MARK.

Please Post to Account: CSEM

ERNEST LAND  
1798 NELSON LANE NUM C  
WESTVILLE, FL 32444Mebawante Corporation  
P.O. Box 7236  
Sour Falls, SD 57117-7236  
payee.mebawante@billpayment-services.com  
1-877-346-5272Payable through  
BMO HARRIS BANK NA  
ARTICHO, WI

2652041926

January 21, 2021

PAY One Thousand Three Hundred and 00/100 Dollars

\$ 1300.00

TO THE  
ORDER OF:CINDI LINCOLN  
488 PEARL LN  
REPTON AL 36475-1108

#CSP01000E390EAB# 72642598

VOID 90 DAYS AFTER ISSUE

THIS IS A BILL PAYMENT DRAFT WHICH IS DRAWN BY  
MEBAWANTE CORPORATION WITHOUT RECOURSE.

Memo:

⑈ 2652041926 ⑈ ⑆075901480⑆ 9179001221067⑈

THE BACK OF THIS CHECK CONTAINS A SECURITY MARK - DO NOT ACCEPT WITHOUT HOLDING AT AN ANGLE TO VERIFY SECURITY MARK.

Please Post to Account: CSEM

ERNEST LAND  
1798 NELSON LANE NUM C  
WESTVILLE, FL 32444Mebawante Corporation  
P.O. Box 7236  
Sour Falls, SD 57117-7236  
payee.mebawante@billpayment-services.com  
1-877-346-5272Payable through  
BMO HARRIS BANK NA  
ARTICHO, WI

2661127995

February 18, 2021

PAY One Thousand Three Hundred and 00/100 Dollars

\$ 1300.00

TO THE  
ORDER OF:CINDI LINCOLN  
488 PEARL LN  
REPTON AL 36475-1108

#CSP01000E390EAB# 72642598

VOID 90 DAYS AFTER ISSUE

THIS IS A BILL PAYMENT DRAFT WHICH IS DRAWN BY  
MEBAWANTE CORPORATION WITHOUT RECOURSE.

Memo:

⑈ 2661127995 ⑈ ⑆075901480⑆ 9179001221067⑈

THE BACK OF THIS CHECK CONTAINS A SECURITY MARK - DO NOT ACCEPT WITHOUT HOLDING AT AN ANGLE TO VERIFY SECURITY MARK.

Please Post to Account: CSEM

ERNEST LAND  
1798 NELSON LANE NUM C  
WESTVILLE, FL 32444Mebawante Corporation  
P.O. Box 7236  
Sour Falls, SD 57117-7236  
payee.mebawante@billpayment-services.com  
1-877-346-5272Payable through  
BMO HARRIS BANK NA  
ARTICHO, WI

2665475894

March 2, 2021

PAY One Thousand Three Hundred and 00/100 Dollars

\$ 1300.00

TO THE  
ORDER OF:CINDI LINCOLN  
26298 HIGHWAY 41  
BREWTON AL 36426-9019

#CSP01000F3681C0# 72642598

VOID 90 DAYS AFTER ISSUE

THIS IS A BILL PAYMENT DRAFT WHICH IS DRAWN BY  
MEBAWANTE CORPORATION WITHOUT RECOURSE.

Memo: ACCORD AND SATISFACTION

⑈ 2665475894 ⑈ ⑆075901480⑆ 9179001221067⑈

Mobile Deposit  
Cindi Lincoln  
3-8-2021

EXHIBIT 45

SMS Message received from Kent Hovind 12/10/2020 8:45:59 PM

KH

I'd like to keep this to this small "village" of advisors or actually, resolve it tonight! Cindi is angry, harboring bitterness and ruining her testimony, our marriage and her ministry opportunities here at cse.

A few minutes ago I went to the door of "her bathroom" and offered to massage her sore back and feet. She got upset and said, "you called me a greedy bitch after all I've given?" I simply said, "Given?" And she pushed the door closed in my face.

That's all I've asked for for 2 weeks now, what has she given and what did she loan and expect to be paid back for?

Let's pick a working number and say she bought the van, paid the credit card debt, medical bills, half the greenhouse, half the barn etc for a total of 80k. +/- We've faithfully paid her \$1,300 for 20 months so 26k has been paid back. I did suffer a minor stroke and lapse of memory when these things happened so I don't recall which items I promised to repay. I certainly did not and do not want her to get her 1300 each month and add part of half of that to the total I owe by claiming she bought things for the ministry!

She, and anyone else,, is welcome to buy anything she wants for the ministry but no one is welcome to add to my debt without my consent. I don't know how it got misunderstood so badly and I apologize if I was involved while partially incapacitated but I simply want cindi to spell out which items I promised to pay her back for. She doesn't need the list of credit card expenditures from Ernie for that.

Ernie's contract was clear that her money was based on being a supportive spouse (which i badly need!) so he is justified in stopping that 2 weeks ago when she stopped being one. My verbal agreement with her i understood to be 1300 of my intellectual property until the big ticket items she loaned \$ for were repaid. In my mind that need not be contingent on her behavior but her adding monthly to the total was never part of any deal I understood. Cont....

SMS Message received from Kent Hovind 12/10/2020 8:49:34 PM

KH

I suggest to her that she spell out what she donated and what she loaned and let me pay it back and all be happy.

I have 3 building projects going and 6 sermons to prepare for each week and 50 people here to provide for so I wish she would just stop, come let me rub her back while I read to her and we could all be happy again. What am I missing?

EXHIBIT 46

SMS Message received from ErnieLandDAL 11/20/2020 8:20:18 AM

Because the only agreement was on Am Ex and because Am Ex shut it down, that agreement can't be enforced, so it becomes null and void. As to loan or gift. I was told and even heard Cindi often tell me and others she gave this or that to the Ministry. She did ask to hold titles which under State laws on non profits is not allowable.

As to investment, I will not and have not ever used that language on this. If that language is used the non profit status will be removed making it liable for all back taxes, and because the Ministry does not have a SEC security license it would be criminal charges on offering investments.

So other than honoring her as your spouse and allowing her a monthly expense reimbursement, which doesn't even require a written contract, Cindi is in a catch 22 of be spouse and let us allow expense reimbursements or not be spouse and fail in any lawsuits she might try to do. Plus Alabama does not recognize common law marriage, so without a State marriage license you can't try to get any of her assets and she for sure can't get Ministry assets.

SMS Message received from Kent Hovind 11/20/2020 9:51:40 AM

KH

I know she has a good heart and wants to serve God and help advance the Kingdom of the Lord. At the same time she has other issues that cloud her thinking and create this current friction. I'll try to put my thots together in a coherent way as time permits but I'm swamped for the next few days so please be patient. Meanwhile, I'll avoid her since my very presence seems to evoke her old nature and ire. I've asked Brady to mediate and he is willing if Cindi is

SMS Message sent 11/20/2020 9:59:58 AM

I do not want you to avoid me. "My old nature and ire?" The last thing I said to you last night, was "Honey, if you don't like the contract, I'm willing to renegotiate. I'm very reasonable, but don't try to say you never made it, you don't remember the deal, and certainly don't accuse me of evil for wanting what Ernie promised a month ago.

SMS Message sent 11/20/2020 10:17:31 AM

Not sure why you would think ANYONE wouldn't be upset by those behaviors

SMS Message received from ErnieLandDAL 11/20/2020 10:42:01 AM

E

FYI > I never made any promise of a new contract. I feel the first after the fact agreement was nothing more than an agreement to do what the Ministry would do without any prompting or contract and that is the meet the needs if the Pastor's wife with some type of monthly expense allowance or support. Remember I personally was deceived into believing you were donating until months passed and it became a investment loan or whatever you conceived after the fact in your mind.

**EXHIBIT 48**

SMS Message received from ErnieLandDAL 11/20/2020 1:27:35 PM

I continue to honor \$1,300 A month and you are current to December. I am authorized for up to \$10k, and \$1,300 monthly is within my approval. And I'm Ok with you getting some type of spousal expense reimbursements as long as you are spouse and act appropriately. I am not ok with how you treat Doc and how you sow discord. So I do honor the commitment in the right context. This bull about loans, investments, and donations with pay back is just that bull. I have no use for you at all, but I still honor commitment and because you are Doc's spouse I do offer to work with you, for no other reason than the sake of the Ministry.

SMS Message received from ErnieLandDAL 11/20/2020 1:29:59 PM

E

Calling it loan repayment is words to try and keep from giving you a 1099 so it becomes taxable income.

SMS Message received from ErnieLandDAL 11/20/2020 1:30:12 PM

E


Ps what I said was we COULD rewrite the contract, never said I would.

SMS Message received from Kent Hovind 11/20/2020 1:35:45 PM


KH

Repaying a loan of \$100k is very different than getting into an agreement for \$312,000 over 20 years! We are not Wall Street or Wall mart where people invest hoping for more money. I invest all in cse to win souls and please God.  
Let's pay her back and be done.

SMS Message sent 11/20/2020 1:39:19 PM



SMS Message sent 11/20/2020 1:42:14 PM



SMS Message sent 11/20/2020 1:43:12 PM



**EXHIBIT 49**

SMS Message received from Kent Hovind 11-19-2020 9:46:01 PM

Cindi and I just had a rather lengthy and heated (on her part) discussion about this with no resolution. She walked off over a dozen times and after the final walk off went to the shower. We have guests coming for Thanksgiving next week including possibly the Sheriff or some deputies (I invited them all) so I've been mostly focused on finishing projects at DAL and preparing my nightly messages for YouTube that reach 6-15k people and I've not had time to resolve or even unwind all of this situation. We certainly need a neutral 3rd party to mediate us to a resolution we can all be happy with.

Some possible mediators would be: Paul Hansen, Jonathan and Bethany.

SMS Message sent 11-19-2020 10:57:19 PM

SMS Message sent 11-19-2020 10:57:40 PM

SMS Message received from Kent Hovind 11-20-2020 2:24:16 AM

**KH**

Cont. Brady Byrum, J. R. Hughes, Bill Sardi  
 I'd be happy with any or all of them being able to hear all sides and offer advice.  
 It's probably best if we drop it all till after Thanksgiving but I'll meet before if all involved want to.

SMS Message received from EmmelundOAL 11-20-2020 7:29:07 AM

**E**

I would try to have Thanksgiving with some peace, my suggestion.

EXHIBIT 50

S Conversation with BradyByrum DAL

Page 13 of 18

I have a book that outlines how to do just this, if you'd like it (as a loaner, - I'd need it back when you're through using it).  
Doing it yourself will save you thousands (or tens of thousands) that a lawyer would gladly charge you.

P.S. And no, I did not use any name calling against anyone.

Let's all put this to bed.

Both sides forgive the other for the misunderstanding that it was.

It was a loan. It is being repaid.

Please reunite as married folk and be happy together from here out.

Thank you for this opportunity.

Brady

SMS Message received from BradyByrum DAL 11/24/2020 8:52:26 AM

BD

Ok  
Then you are getting \$156,000 from \$100,000.

SMS Message received from BradyByrum DAL 11/24/2020 8:54:58 AM

BD

Let the former agreements go  
This new one is binding and controlling.

SMS Message received from BradyByrum DAL 11/24/2020 8:55:58 AM

BD

You now have what you sought.  
It has been resolved, hasn't it?

SMS Message received from BradyByrum DAL 11/26/2020 1:02:22 PM

BD

Hey do you think an item on the internet called the WIFIX would help your phone problem?  
I just watched the ad and it looked like it might.

SMS Message received from PaulHansenDAL Hansen 2/17/2021 6:39:25 AM

PH

We have tried to show you why the 85k\$ that Cindi gave is for the ministry to keep. We have tried to show you why Cindi gave an additional 169k\$ to make it right for the 1300\$ monthly payment back to her, as she believed was unconditionally promised over time. Which started because of the 169k\$ given, that was then relabeled by Ernie to spousal support, when in fact it was because of 'not' being married, but because of the money given by Cindi. Now Cindi must perform if she expects full payment back. Her loan should never be mixed with her marriage. So now if Cindi wishes to live in the same house with her husband she must perform or pay rent. Kent it looks like you need to live off ministry land so that your wife is not forced to be married to both you and the ministry, and it's board until the 169k\$ she lent is paid in full with the 5% interest. This mess has grown immensely, all because there is no biblical elders for Cindi to rely upon. Where as the only board she is told she can utilize took her 85k plus 169k and now shows extreme unbiblical prejudices against her. This is wrong in a thousand ways. That is why public exposure has been considered by Cindi, for she is fully aware of this wrong and has a duty to let it be known for all that may follow and fall into the same situation as her, and the many she has personally witnessed. She feels, after much prayer and fasting, she has no other option, but has a duty to tell the truth.

*Texts sent between  
1/24/21 → 2/22/21*

Kent Hovind,  
PaulHansenDAL  
Hansen, FreddieDAL,  
SteveDAL,  
BradyByrum DAL,  
ErnieLandDAL,  
BillSardi  
Messages.pdf  
*on SD card*

SMS Message received from Kent Hovind 2/17/2021 7:20:06 AM

KH

1. She's getting her money every month.
  2. It's not tied to her marriage.
  3. Only her rent is tied to her marriage and work at DAL.
  4. There is no official "loan."
  5. The numbers being thrown out need to be documented.
  6. I will pay back for anything I authorized the purchase of knowing it needed to be paid back.
  7. If you would drop the contract demand and encourage her to choose option 1 or 3 from my email this could be resolved in 30 seconds!
  8. I'm not going to continue this fruitless dialog for quite a while. I have lots to do and you
  - 9 and Cindi seem to only have one string on your piano and I'm REALLY tired of hearing that song!
  9. Cindi, I still want you back but I want all of Cindi, heart, mind, soul, body, spirit, emotions, will... a REAL biblical marriage union not a contract between two independent businesses partners.
- Come back if you like my offer.

EXHIBIT 51b

45 K. initial title	Payback side	
	\$45,881. <sup>00</sup>	
45 K Secondary gift	\$119,877. <sup>00</sup>	eff. pt. / med bills / surg.
	13,600. <sup>00</sup>	Amex split amt
13000 + 58 K total gift	\$179,358. <sup>00</sup> ÷ 1300. <sup>00</sup> = 13	
	- 10,000 already paid back	Feb pmts.
	<del>\$169,358</del>	11.5 yrs
86,300.	10 yrs, 9 mos.	
	11 yrs	\$64.15 int.
		1300. 6K 4.2K
<p>Paul Hower</p> <p>With Brady Byrum, Kent Howard          - Circle Lincoln Howard &amp; kitchen          table 7 Howard Hower          Sunday evening          12/27/2020          Brady Byrum          made tie          RED CIRCLE          around it          total.</p>		



EXHIBIT 51c

CH

## AGREEMENT

On 12/27/2020, Brady Byrum, Paul Hansen, Kent Hovind and Cindi Hovind met in the Hovind House kitchen to agree upon an amount due Cindi Hovind from Kent Hovind and/or CSE, and/or CSE Ministries, Inc., and/or DAL and/or whoever is legally able to sign and obligate for such payment. Terms for repayment were also agreed upon. They are as follows:

\$169,358 is the amount agreed upon as due to Cindi Hovind as of 1/1/2021.

\$1,300 per month for 10 years and 9 months, beginning 1/1/2021, would pay back principal only.

5% interest, or \$8,467.90, per year, was agreed to be a modest return for having one's large amount of money tied up that long. This would add several years to the payments. Paul Hansen is to check on the standard banking procedure for computing annual interest only. No daily or monthly compounding will be permitted.

Previous written and verbal statements by KH that Cindi was a greedy bitch, a gold-digger, deceptive or Indian giving in making this agreement, 5/1/2019, were rescinded.

Previous written and verbal statements by KH that Cindi would only be repaid if she remained a "biblical spouse" were also rescinded.

Previous written and verbal statements that Cindi had "no agreement" and "no contract" and should "feel lucky to receive any money back" were rescinded.

Agreement was made that Cindi's funds given after the 5/1/2019 agreement with Kent Hovind, Ernie Land, CSE, DAL or whoever received Cindi's funds was for return, and NEVER INTENDED, AND NEVER STATED TO BE a donation.

Agreement was made that return was not related to nor contingent upon "spousal support," NOR "wages earned," but rather are part of Cindi's retirement planning, and were stated as such from the beginning, with no deception or Indian giving by CH.

It was agreed that the \$58,000 in donations NOT included in the payback, separate from this obligation, constituted generosity to the ministry, not greed.

Saturday, 1/2/2021, Kent Hovind texted a public apology to the DAL crew to Cindi for calling her a greedy bitch, money grubber, and gold digger, and for not defending her from others doing the same, which apology was received and accepted from Cindi the same day.

Agreement was made that Cindi will waive future interest amounts if this amount is paid in full in the event of a large donation or legal settlement award.

Agreement was made that in the event of a legal settlement award or large donation, Cindi will be paid back in full at that time. Cindi requests a lien on any legal settlement award.

Cindi requests collateral for this agreement, a lien, or an interest granted on DAL real property such as the Hovind House and cabin 6 for the following reasons:

EXHIBIT 51d

1. It was stated in this meeting that CH would not get a legally binding written agreement, but only "notes in the CSE minutes." Paul Hansen is the only one who would sign the paper we produced. KH and BB refused to sign. Nothing in writing to secure Cindi's large financial interest is NOT standard procedure for ANY business deal of this size and cause for alarm and collateral security.
2. MUCH reluctance has been shown in providing the written agreement up to this point. Up until this time, for the past 3 months between early October and 12/27/2020, EL and KH denied the existence of any agreement, claimed repayment was contingent on behavior or work, and insulted CH for wanting the agreement re-written to reflect the new method of payment.
3. Ernie Land emailed that he would not be signing ANY agreement, and that the \$1,300/month was spousal support only, showing NO respect for the \$169,358 put into DAL, and NO respect for the agreement signed by KH witnessed by BB and JS, and NO respect for the intent of the agreement he himself wrote and signed.
4. Clarity is needed as to who is the obligated party: Kent Hovind, Kent Hovind's intellectual property rights, CSE, CSEM, Inc., KH's intellectual property rights held by CSE, or KH's intellectual property rights held by CSEM, Inc.
5. Because the first agreement, 5/1/2019, signed by Kent Hovind and Ernie Land was stated by KH and EL to be unenforceable and "unauthorized," Cindi is rightfully wanting to make sure this 12/27/2020 agreement will be enforceable, secure, and legally binding.
6. This 12/27/2020 agreement came about because the original agreement, dated 5/1/2019, had its method of payment of CH's \$1,300/month via an American Express Card spending allowance. Due to the cancelation of the American Express card in early October 2020, Ernie Land and KH informed CH of the American Express card's cancelation and stated they would write up a new contract replacing the method of payment with a check, payable to CH for \$1,300/month, rather than the original American Express card allowance.

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 Kent Hovind

---

 Brady Byrum

---

 Cindi Hovind

---

 Paul Hansen

Once this Agreement is signed by the above 4: KH, BB, CH, & PH, Cindi would like it forwarded to Bill Sardi, JR Hughes, and Ernie Land for signature as well, and notarized, and whatever else normally binds this ministry.

EXHIBIT 51e

SMS Conversation with Kent Hovind, FreddieDAL, ErnieLandDAL, SteveDAL, Billsa...Page 8 of 198

4. Because of confusion as to who is the obligated party: Kent Hovind, Kent Hovind's intellectual property rights, CSE, or KH's intellectual property rights held by CSE.

5. Because the first agreement, 5/1/2019, signed by Kent Hovind and Ernie Land was stated by KH and EL to be unenforceable and "unauthorized," so Cindi is confused as to how this agreement will be any more enforceable.

SMS Message received from Kent Hovind 2/1/2021 9:24:57 AM

KH This was certainly DISCUSSED by I certainly NEVER AGREED to this. Do you have any evidence that I did?

SMS Message received from Kent Hovind 2/1/2021 9:32:02 AM

KH The text from Cindi says "was agreed" or words to that effect many times.  
For the record, None of this was agreed to by me. Much of it sounds good and reasonable and I'm still open to civil discussion but nothing is "agreed to" by me yet.

SMS Message received from Kent Hovind 2/1/2021 9:33:16 AM

KH I believe I have the entire conversation recorded

SMS Message received from ErnieLandDAL 2/1/2021 9:36:10 AM

E Cindi, there is a HUGE issue with your expectations from said meeting and from the May agreement>  
#1  
Big issue is Kent, or myself can only make day to day decisions of less than \$10,000.00. It would take the board in a 50 +1% vote to agree to any agreement, so CSEM or DAL has no legal liability on any meeting or agreement you have made to this date and one can not contract on past obligation.  
#2  
CSE did obligate Kent's intellectual property payment at his legal request over to you as spousal support. I tend to believe legally if you are no longer considered spouse then any obligation on that payment hinges solely on of Kent wishes to continue his payment obligation to you.

*KH requested  
I remove the  
\$45K title &  
I agreed.  
All else, incl.  
spousal supp  
not employment  
WAS AGREED.*

*BB, PH witnesses*

*≠ CSE, Inc.*

SMS Message received from Kent Hovind 2/1/2021 10:03:22 AM

KH

EXHIBIT 52

Jonathan Rife &lt;jonathanrife@reagan.com&gt;

6/25/2021 7:09 PM

**Re: The geatest commandment**

Re: Paul Abramson <paul@cz22.com> • Mark Stoney <mastoney11@gmail.com> •  
 Paul Hansen <paulghansenlaw@gmail.com> • IT Department <steu@drdino.com> • dardlincoln@comcast.net •  
 Kent Hovind <kenthovindofficial@gmail.com> • Ernie Land <doclog@outlook.com> • Bill Sardi <bsardi@aol.com> •  
 brady byrum <bradybyrum@hotmail.com> • Matt Power <mattpower1705@gmail.com> •  
 Matt Lawyer Who Loves CSE <mitchlaw@gmail.com> •  
 Sergey DAL Kasanov Russian Auto Mechanic <kasyanovmat@gmail.com> •  
 Bethany DAL Rife <bethanyrife@reagan.com> • FreddieDAL <manonu2015@gmail.com> •  
 AaronDAL <aaronu91@gmail.com> • Dave/Kathy Vacuum Repair <dkw1951@yahoo.com> •  
 nicholassharik@gmail.com • Alexander Alfano <alexander.alfano@cloud.com>

I would say that Cindis is a victim. A victim of a very clever con. She signed a contract in confidence it would be paid and then the terms were changed on her and now she's out. Now it may appear to her that her whole marriage was just a sham. There's nothing wrong with being a victim. This isn't the victimhood of modern society oh poor me because of my skin color or my ethnicity or my gender. She feels betrayed, if she's perceiving it all wrong and she's not actually betrayed then straighten it out. It sure would make her feel better if she wasn't betrayed. Aren't we to share one another's burdens? That was Kent's primary job when he was married to her. I admonished him privately in text message and in email to support her, he didn't support her then. I hope he sees that he made a mistake and decides to support her now. She's still hurting and we're still to rejoice with those to rejoice and weep with those who weep. Sharing in someone's victim story, when it has factual basis and is not fabricated, is weeping with those who weep. Romans 12:15. Bearing one another's burdens.

Being in fear of those pesky globalist has been the mindset of many people since I've been alive. It probably still be the prevailing mindset after I'm gone. The whole we need the money because what if something happens is a spirit of fear. I understand you have to be wise with the money and I'm sure that there is a way to do it and it might not all be a one time lump sum payment. Heck it might be some meet in the middle figure. About the donors finding out y'all did this. They either will find out or they won't. Making a situation right won't affect that in anyway. The contract was unwise for Kent Hovind to make in the first place but it was made. Refusing to pay out whether monthly or in lump sum doesn't change the fact the contract was made and donors won't be happy about it. If they do find out about it, they might ask how it was resolved. And oh once we realized it was wrong we just stop paying it, answer might lead the questions. Questions like what about that poor lady's money? Did y'all just keep it? An answer like it wasn't really money but more of assets so we just kept all that probably won't be satisfactory.

Sorry to repeat a lot of the things that you said Bill, but I was closer to all of this than you were so I figured my observations would be relevant. I may be wrong but I think you are at a disadvantage as you likely got your information from the other board members and not the people in the camp. I can tell you if you only ever hear Kent Hovind side and people that repeat Kent Hovind's side, from my observation you'll never get the truth. There is always a private narrative, what really happened and then there is a public narrative that he tells everyone else public and often. And since many will agree with him because that's what they've heard the most or even exclusively then he'll use it against people mainly Cindi. See the whole board agrees with me, you must be wrong.

Regardless of the conclusion of all this, I hope the best for both sides. I hope every one does all things with a clean conscience before God to the glory of God. I hope every single one of us repents where God is calling us to repent. Repentance should be an active daily attitude of turning towards God and his ways and his will.

- Jonathan Rife

EXHIBIT 53a

SMS Message sent 11/22/2020 7:11:37 PM

[REDACTED]

SMS Message received from Kent Hovind 11/22/2020 7:12:20 PM

KH

The first document dated May 1, 2019 is clearly labeled Spousal Support not loan payment. This agreement has been kept from CSEs end every month without fail. The method of payment will no longer be Am Ex but the \$1300 SPOUSAL SUPPORT should continue as long as she is supporting her spouse.

I hereby propose, and ask for a board vote, that \$45/day be deducted from that \$1300 for each and every day she is NOT supporting her spouse starting tonight, Nov. 22, 2020. I will keep a log in addition to recording any hostile conversations between Cindi and I and send them to the board each month.

I would like Cindi to provide a more exact figure for the items in question. Did she donate or loan half the money with Mia for the greenhouse? Barn? What is the exact total she thinks she is owed?

I hereby give my word of honor that I will repay any legitimate debts and that I will keep my wedding vows.

I welcome any advice on resolving this.

SMS Message sent 11/22/2020 7:14:55 PM

[REDACTED]

SMS Message sent 11/22/2020 7:17:48 PM

[REDACTED]

SMS Message received from ErnieLandDAL 11/22/2020 7:18:17 PM

E

CSE holds a contract for the rights, but for those rights he receives his monthly payment which he can choose to assign however he wishes and I don't need to be involved.

SMS Message received from ErnieLandDAL 11/22/2020 7:20:26 PM

E

I really never should have been involved anyway. I just make the payment each month as is required of CSE.

SMS Message received from ErnieLandDAL 11/22/2020 7:29:39 PM

E

You guys work it out, you do not need me. Just tell me where to send the payment and until when. My wife chimed in and said between a Christian couple in a marriage none of this is called for.

**EXHIBIT 53b**

SMS Message received from Kent Hovind 11/25/2020 10:49:52 AM

I'm waiting on her. We could save time and agree on 80k but any more I'd like to see the numbers and see what was clearly a loan. She calls lots of them gifts. This muddled the water. ALL of mine have been gifts for 52 years. But, I do recall discussing paying her back for things to help us out in time of need and I'll keep my word. I've learned my lesson and will not borrow again Lord Willing! I need HELP in the ministry and all this contention is harming the outreach for the Lord.

SMS Message received from Kent Hovind 11/25/2020 11:57:52 AM

**KH**

"Proposed resolution"

The hand written document dated 11-17-2019 that Cindi relies on was between "Cindi Lee Lincoln and Creation Science Evangelism , CSE, or Dinosaur adventureland, DAL". I signed it but neither Cindi nor Ernie signed it making it null and void but, she relies on it so let's be fair. It also says clearly, "in exchange for her labor for the ministry, ultimately done for Christ, she shall receive housing, food and personal necessities." Since she is no longer "laboring for the ministry" under my directions, starting Dec. 1, 2020 I suggest that the board vote to allow her to live here and receive the benefits without working under my direction, as everyone else does, IF AND ONLY IF, she pays the ministry \$1,300/month beginning Dec. 1 to cover costs of housing, utilities, food, building and property management for both her and her mother. We are not a nursing home or retirement center or free campground so normally CSE does NOT allow people to live here if they don't work. This has been clear policy for 4.5 yrs. But, since she is my wife this is a special case that needs special consideration I believe.

I will not leave her or divorce her or require that she leave the property unless she violates scripture by sowing discord, stealing, lying, cursing, or speaking evil of the ministry leaders as taught in Acts 23:5 and Ex. 22:28. She can stay and disagree if she can not sow discord which God hates. Pro. 6:19.

If, on the other hand, she submits to the ministry authority and moves back in my room and comes to 8 am staff meeting on time and bible study every evening and Sunday morning and she manages the science center under my direction giving tours and development of lessons...both she and her mother will be allowed to stay and cse will provide free housing etc for them.

I welcome any comments or discussions and request a board vote on this "resolution."

SMS Message received from Kent Hovind 11/25/2020 2:29:07 PM

**KH**

I'm home from running errands and would love to get a response from anyone on this list about my proposal. Please call.

SMS Message received from PaulHansenDAL 11/25/2020 2:31:07 PM

**P**

Cindi and I will meet tonight to consider the options. Thanks

**EXHIBIT 53c**

SMS Message received from Kent Hovind 5/21/2021 9:16:19 PM

9 Cont.

that you will accept and support my decision and not sow discord among brethren over my decisions about staff or ministry decisions.

10. I want you to admit in writing that there was never a complete agreement about what items you freely donated to the ministry and what items you felt you were investing in hoping for a return and admit that there has never been a total agreed to by all parties.

11. On this same topic I want you to admit in writing that I have repaid you \$50,500 toward the supposed debt.

12. I want you to admit in writing that if indeed we remarry that you will change your name on all needed documents to be Cindi Lee Lincoln.

13. I want you to agree that you and I will meet with Attorney Alex when he comes up for Boot camp and discuss whether you should be allowed to retain rental properties and investments separately from your husband and that we will both agree in advance that his decision will be final and we will follow it. Once his decision is made neither of us will complain about it.

14. I want you to agree in writing that IF we remarry and you return to work in the ministry that your pay will be \$1300/mo MINUS \$50 for each day you are not a submissive wife or sleep in the other room or don't show up at your assigned job (by me) on time.

Plane is landing. All of the above is a draft and subject to change.

I'll be home Sunday night and will serve the official annulment document Monday and then IF you clearly understand what I want in a relationship I will offer to take you on a date.

Joshua 24:15

Kent

SMS Message received from Kent Hovind 5/21/2021 9:16:23 PM

KH

Sundown. It's off. Now, let's start from scratch. Miss Lincoln, I'd be interested in dating you with the prospect of marriage in mind but the following items will need to be agreed to before we proceed:

1. Several have expressed legitimate concerns that you have something like a bipolar disorder. True or not I'd like you to have a medical and psychological exam by professionals to determine whether or not you do. I will pay for the exams.

2. I would like you to admit that I did NOT body slam you when you were attacking me to break my phone. If you will do this in writing and NEVER bring it up again I will pay half the medical bill or \$1100.

3. I'd like you to admit in writing that I advised you to NOT evict Steve from Shiloh and you ignored my advice and started a most unfortunate and expensive chain of events.

4. I would like you to admit in writing that I advised you to NOT go over to Shiloh and video from the street for you "prospective customer" the day Steve yelled at you.

5. I would like you to admit in writing that you did NOT see Steve with a gun and send him a sincere apology for your part in evicting him and falsely accusing him.

6. I would like you to admit in writing that you donated plants and the greenhouse to the ministry and that you left and I put Debbie in charge of plants and that you should have asked her permission before you did anything with any plants on DAL property.

7. I would like you to send her a sincere apology for reacting to her in a less

EXHIBIT 54

SMS Message received from Kent Hovind 12/23/2020 5:25:56 AM

Paul and Cindi, all of this is unnecessary and will hurt the cause of Christ! Please stop! The scripture is clear but being ignored in this case. Cindi, as husband I ask you to stop. Please. This will backfire on you in many ways. Just stop and help me in the ministry outreach.

SMS Message received from Kent Hovind 12/23/2020 5:26:23 AM

KH

I hate to see this unnecessary friction escalate and i have a million better things to do but...if Cindi persists in evicting Steve I will most likely move him into the spare room in this ministry parsonage. Steve has been looking for a place for a while and I have helped him some. I would STRONGLY SUGGEST that Cindi sell Steve the lower 3 acres of swamp land off her 10 acres for 6k cash and give him 3 months to build a place to move to. Would you PLEASE do that Cindi? He can put up a 20 ft fence if that will help. I'm baffled by this whole argument. It's such a distraction from the ministry. Pray.

SMS Message received from Kent Hovind 12/23/2020 5:26:45 AM

KH

Cindi, I understand how you feel about Steve and the house. I want to help. Please just be wife and helper in this ministry and let Steve buy the swamp and build there. Our ministry needs both of you for your skills and I'm not anywhere close to even considering asking Steve to leave his job as tech support and I will dig in more if this goes on. Seek God's will through His Word. It's pretty clear from what I read but you and God talk it out.

SMS Message received from Kent Hovind 12/23/2020 5:27:13 AM

KH

Steve, since there is no long term lease if Cindi persists in ignoring my advice and evicts you she will probably win in Alabama whether it takes weeks or months and the Sherrif will make you leave. A lawyer who loves cse will call you today.

So... my answer to your question is yes, you may rent my spare bedroom , the carport area for your boat and Jeep and the Motorhome for Jonah. You, Ernie, Bill Sardi and I can discuss rent later. You could store all your stuff in the old shipping rooms. I'll get both trailers and 10 guys and make the move in one day. We could do a 6-12 month Rental agreement to give you time to find land and build if you like. You are a great asset to the ministry work here and I'll do all I can to help. If Cindi chooses to stay in this house and live with you it may work out well where she learns to love and appreciate you as she should. I know we have poor internet and that limits your other clients but our doors are open to you. No dogs in the house though. We can build a heated doghouse like Turbo has in an hr. My fridge is Normally half empty so ill put a line to divide it for you and Cindi to share. We will schedule days to share laundry. Hot tube is fine IF you are clean! It's not a bath tub. The other bathroom will be just for you. I'll move my Hawaiian shirts to shipping so Cindi has space here. Wanna just do it today to avoid stress and courts?



SMS Message received from PaulHansenDAL 12/23/2020 6:23:56 AM

EXHIBIT 55

P

Kent I personally do not know of one elder of any church that would agree with your activity against your wife's wishes as to the renting of 'her' property, 'her' inheritance, and even more so as to moving Steve, and Jonah, into your small home. I believe they would all agree that you are actually doing this to drive your wife away from you, and some elders would even privately say this is bordering on self annihilation. And if you are not doing it to drive your wife away that is exactly what you will do. Steve has acted unbiblically against Cindi consistently for many months now and your solution is to glue them together??? That is what most elders of a healthy church would say is the poorest remedy. Steve said he has enough cash to build his own house at this time without a need for a loan. He is not destitute. There are many homes for rent in this area. If I were asked, as an aiding elder, at the present time, if it is wrong for you to do this (or even threaten this) I would say- 'Kent this is wrong'. If asked if this is a sin against your own 'one flesh', I would say- 'yes this is sin, not love'. Steve can move all his equipment into the old YouTube room/library that he is presently using and live anywhere he wishes. That is exactly what any other worker at DAL could do. In my opinion Cindi has not had a biblical hearing before the Church on any matter as to the present crisis. I believe Cindi would prevail well on most ever point as to the present contentions before independent wise/godly elders. Doing this before providing such a hearing is a violation of biblical due process. Kent you are stacking charges against your wife just as the USA and IRS stacked them against you in 2006. One at a time you

**EXHIBIT 56**

City Connect Cindi Printout  
 Kent Hovind <kenthovindofficial@gmail.com>

Page 1 of 2

12/31/2020 10:27 PM

Cindi

Paul Hansen <pauljhansenlaw@gmail.com> • cindi lincoln <cindilincoln@comcast.net>

Dec. 31, 2020

Rough draft: Contention between Cindi Lincoln and Kent Hovind

Item one. Cindi graciously gave lots of money to the ministry during her time here. In addition, she loaned many thousands more. There is still some fine tuning to do on the exact amount loaned but @\$120,000 is the minimum but even without an exact number being agreed to by all parties CSE will continue to pay her \$1,300/mo. from profits on my intellectual property as we have done for the last 21 months until the debt is paid. In the event of my death or being incapacitated it is my wish that the board of CSE continue the payments until the debt is paid.

Item two- As I mentioned Monday I wanted to get a resolution by the end of the week so we could start the new year fresh and on point. I said my decision about whether Cindi would continue in her role as A. curator of the CSE Creation Museum and B. as a face representing the ministry by giving tours of the Creation Museum and C. producing videos of the science center tours and science experiments would depend on whether we fixed the points of contention. As of 10:20 pm 12-31-2020 I would have to say it is even worse than before! I have all recorded in the event anyone thinks I'm making the wrong decision or doing this for selfish or vengeful reasons. The entire jury will be given all recordings, texts and emails to make a fully formed decision.

Item three- Ongoing and reoccurring contention between Cindi and I as husband and wife.

Item one has been addressed sufficiently for the moment.

Item two- Cindi owns the house on HWY 41 where Steve is living and as owner, she has all rights to decide who lives there and what rent they should pay etc. In like manner, God called me to open and direct CSE ministry and I have all rights to decide who works here, stays here, eats here, uses our utilities and acts as my representative for the ministry.

From a purely employer/employee perspective, ignoring for the moment the fact that she is my wife, I would have to say that Cindi has NEARLY all the qualities I want for the person directing the development of the Science Center and Museum and giving tours. She is very smart, pretty and vivacious. She is also very knowledgeable of the subject material and has a great knowledge of the scriptures.

But, like the Lord said about the church in Revelation 2, "Nevertheless, I have somewhat against thee..." Cindi is quite frequently very disrespectful and even hateful to her supervisor. She is almost never at the 8 am staff meetings, is very rarely in the science center at 9 am ready to work or give tours, is almost never at the 7 pm Bible study to show support for the pastor and founder of CSE and she feels no obligation to report to anyone about where she is or what she is doing. In her mind it seems that she thinks that she is the boss and answers to no one. She is extremely insolent, discourteous and rude to her boss (me) in word and deed. In any job in any business in the world she would be fired if she talked to her boss like she does to me. In any military she would certainly be court marshalled or shot for her rude disobedience to any authority.

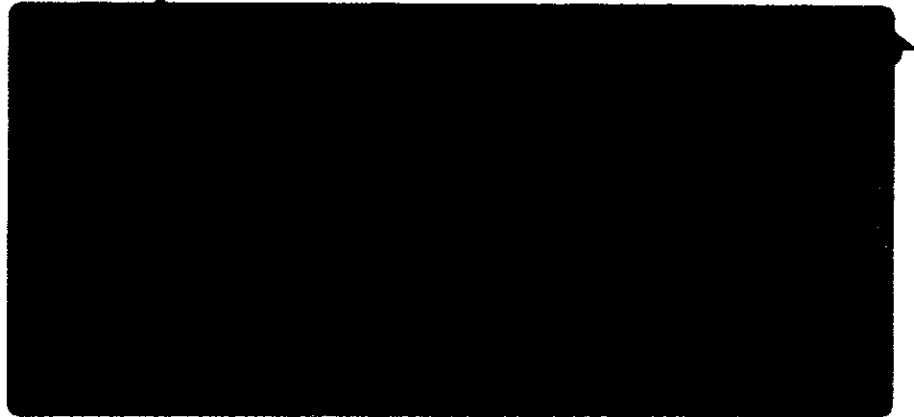
**EXHIBIT 57**

SMS Message received from Kent Hovind 1/2/2021 6:15:11 PM

**KH**

To all staff at cse. A few weeks ago someone called Cindi "a moneygrubber and greedy bitch" I don't recall if I said it or if someone else said it and I allowed them to say it or even agreed with them but, the result is the same and I hereby publicly apologize. My wife has given more financially to this ministry than nearly anyone else and she has loaned money in our time of need on top of that. Cindi, I'm sorry. You are neither a moneygrubber nor a greedy bitch. Please forgive me.  
Doc

SMS Message sent 1/2/2021 6:29:00 PM



SMS Message received from LaszloDAL 1/2/2021 6:32:51 PM

**L**

Amen. I hope this is the beginning of healing for both of you.

SMS Message sent 1/2/2021 6:33:22 PM



SMS Message received from +19103387930 1/2/2021 6:33:24 PM

**#**


Amen!

**EXHIBIT 58a**

1-21-21

I, Kent Hovind, am eternally grateful for all the financial help my wife Cindi has given the CSE ministry over the last 2+ years! In appreciation for her gifts I hereby direct CSE trustee, Ernie Land, to support her with a gift of \$1,300/month from the proceeds from my intellectual property sales for as long as the ministry is able-up to 11 years.

I further direct it to be put in the ministry notes that this \$1,300 to be given to her regardless of my health or death if the ministry is able. It is also my wish that this continue even if CSE gets new trustees.

A handwritten signature in black ink, appearing to read "Kent Hovind", is written over a horizontal line.

Kent Hovind

EXHIBIT 59

1-23-2021

Today, Cindi put her medical bill from Christian Healthcare Ministries for \$3797.50 back on my desk with a note saying, "A husband who provides for his wife pays all her bills. I only asked for half."

I had responded in writing yesterday, 1-22-2021, (see attached) saying that I saw 2 options- 1. I would be glad to pay half this medical bill starting with \$500 immediately if she would sign the statement that the accident causing the damage and hence the bills was 100% her fault. She did not address my request. I was trying to leave the house to avoid conflict and she was blocking my way. She had clearly stated that she was trying to get my phone to destroy it. She lunged at me to get it and I turned causing her to trip over my hip and fall hard to the floor. Since this "incident" last Nov. she has brought it up scores of times claiming that she felt that I had "slammed her on the floor" causing the damage. I have the entire incident recorded. I did NOT slam her down and I'd like her to admit that in writing before I begin paying on this bill.

If I do give her money toward this bill as she originally worded it as a "reimbursement" that would carry with it the implication that she caused the damage and owed this to her. I will gladly provide for my wife but only after the record is clear that she admits that I was not responsible.

I also suggested an option 2 that "Cindi join all her finances, assets and liabilities, with me by donating all to the ministry and the ministry will meet all her needs and pay all her bills "till death do us part." She did not respond to that either.

Most people find it strange that a Christian pastor's wife has separate investments and income and does not simply blend all with her husband and let the ministry provide all her needs. I re-invest 100% of my royalties from my intellectual property (several hundred thousand/yr) into the ministry and let God provide.

As soon as she selects either option 1 or 2 I stand willing to help. In Christ,



Jan. 31, 2021

EXHIBIT 61a

My Dear wife Cindi, I'm SO SORRY that I allowed this situation to even begin! I should have clearly followed God's Word and not borrowed anything from anyone but rather I should have waited for God to supply the needs of the ministry. Please forgive me. I want to try to resolve this and get you to stay!

To make everyone happy while I juggle all the needs of the ministry I would like to make this offer. Several numbers about the amount you think we owe have been thrown around over the last year. They range from \$90,000 to \$170,000. For this discussion I have randomly picked the number \$110,000 that I intend to give you as I can from my intellectual property. We can fine tune this later but as of today here is my offer: You take the gold and silver and cash, vehicles as noted below and the motorhome and the amount already given you over the last 22 months and we start fresh with a working total of \$36,550 that I will give you at \$1,300/mo. until done or a one lump sum if I can raise it. This includes the Polaris side-by-side and both golf carts for your mother to get around in.

I will do my best to get this financial issue settled ASAP and will try hard to never borrow or indebt myself or the ministry again! Please let me know if you will accept and be happy with these terms. I love you and am sorry this has driven you away. Please stay and be Mrs. Hovind.

## EXHIBIT 61b

As of today- Jan. 31, 2021 a silver dime is worth about \$1.79. I am giving Cindi 1,050 silver dimes or @ \$1,900. Silver quarters are about \$4.89. I am giving her 30 of them or \$146.70



**\$25.00 per ounce**

A **silver dime** contains approximately 2.22 grams of **silver**. That works out to approximately \$1.79 **worth of silver**, assuming the recent **spot price** of \$25.00 per ounce. Pre-1965 **quarters** contain 5.55 grams of **silver**.

[www.moneymetals.com](http://www.moneymetals.com)

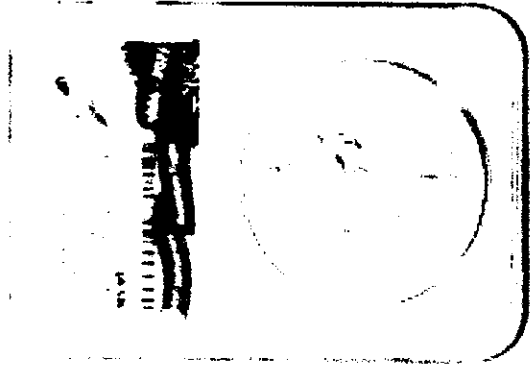
1932-1964 Washington Quarter

**\$0.25**

**\$4.8883**

EXHIBIT 61c

As of today- Jan. 31,  
2021 a silver Eagle is  
worth about \$51..  
I am giving Cindi 15 of  
them or \$765.00



2021-(S)	estate Sale Lot
American...	Old Us Coins...
<b>\$51.00</b>	<b>\$54.50</b>
ModernCoin...	Used
	eBay



EXHIBIT 61d

As of today- Jan. 31,  
2021 a 1 oz gold coin  
is worth about \$1,875  
I am giving Cindi 2 of  
them or \$3,750



JM Bullion

1 oz American Gold Eagle Coin (Random Year, BU)

★★★★★

1 oz American Gold Eagle Coin (Random Year, BU)

1 oz American Gold Eagle Coin (Random Year, BU)

**EXHIBIT 61e**

As of today- Jan. 31, 2021  
1,050 Silver dimes- \$1,900  
30 Silver Quarters- \$146  
15 Standing Liberty- \$765  
2 oz Gold coins- \$3,750

**Total @ \$6,550 in gold and silver coins.**

EXHIBIT 61f

North  
Trail RV  
CENTER

Search RVs

Locations

Dealership ▾

Contact

## 1999 Fleetwood Bounder 30E Class A Gas Motorhome

This one  
has  
44,000  
miles.  
Ours has  
26,000.  
This one  
sold- No  
price.

Stock: 58342

Status: Sold

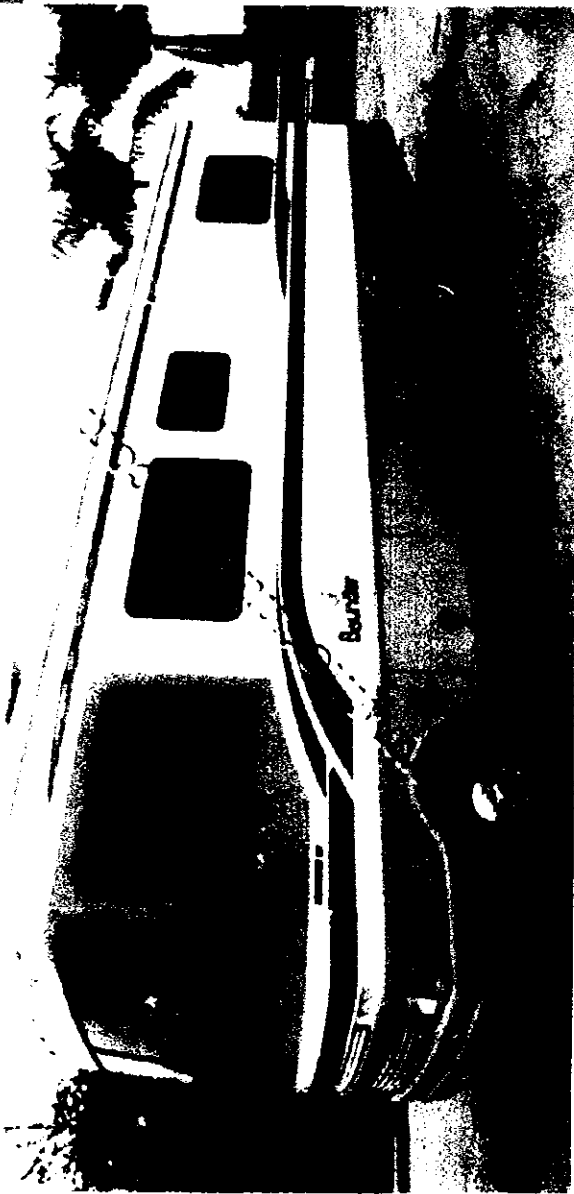
Condition: Used

Type: Class A Gas

Fuel: Gas

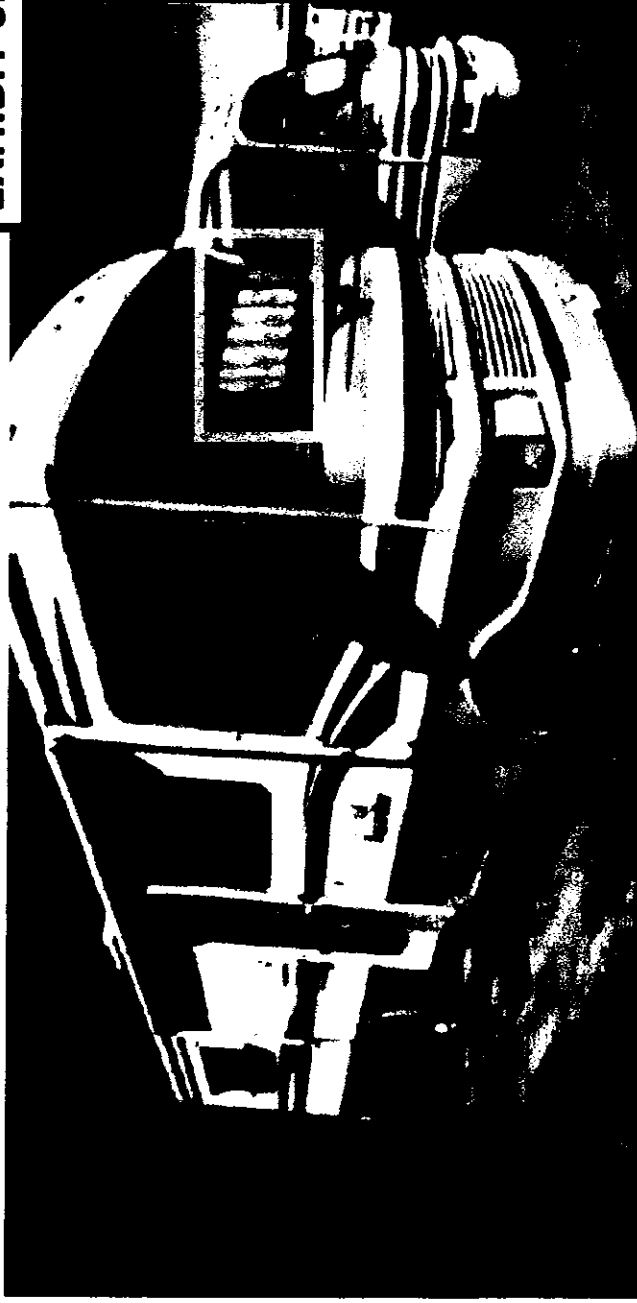
Floor Plan: 30E

Mileage: 44867



Same year and style as ours. \$20,000. From Lazlo, Over the last year we have done a complete transmission service-fluid flush& filter less than 500 miles ago. Engine oil and filter. New condenser fan motor on the rooftop AC. 3 Brand new batteries. \$300+, 6 new tires less than 1k miles ago-\$1,500. New electric water heater Furnace serviced. New thermostat, Generator has new carburetor, fuel pump and filter.

EXHIBIT 61g



YouTube

1999 Fleetwood Bounder 30E Class A Motorhome for sale

As of today- Jan. 31, a 1999 Fleetwood Bounder sells for between \$12,000 and \$22,000. Ours has very low miles (26,000), 6 brand new tires @ \$250/ea (\$1,500) and 3 brand new batteries (\$300). We will let Cindi have it for \$16,000 off the amount being discussed.

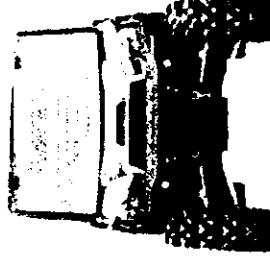
EXHIBIT 61h



EXHIBIT 61i

**RANGER CREW XP 1000**

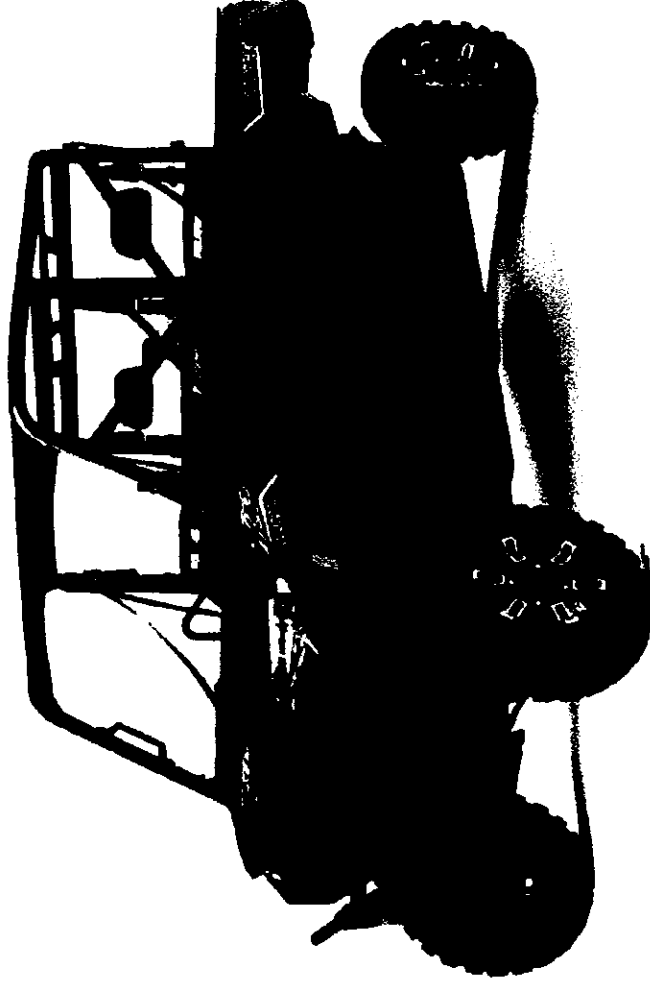
Starting at \$18,299 L.S. MSRP

Color: **Burgundy Metallic****Includes**

- 11 in. Suspension Travel
- 14 in. Wheels
- 3-Mode Throttle Control

Polaris Ranger XP  
1000 3in. Lift Kit[View More](#)**\$249.95**

Super ATV

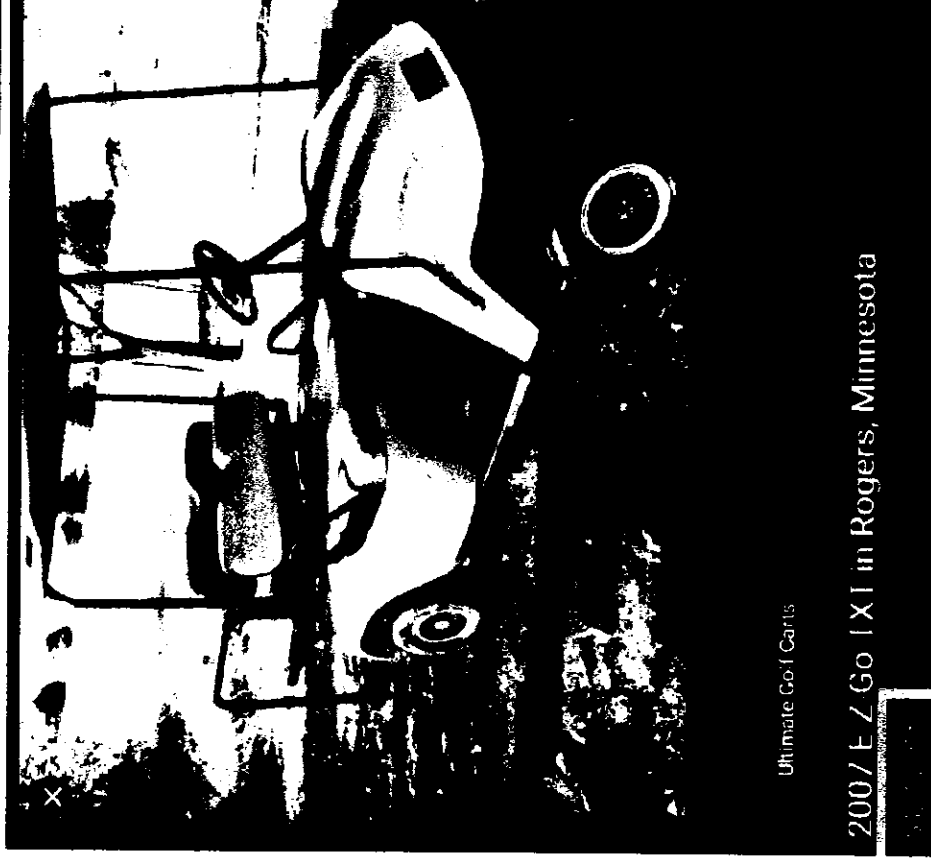


We paid about \$18,000 for our Polaris plus \$500 for the roof and \$250 for the windshield.

We will let Cindi have it for \$16,000 off the amount being discussed.

Our EZGO golf cart would probably sell for \$4,000. Ours has 6 new batteries and a new throttle rheostat and the \$315 flip rear seat. We will let Cindi have it for \$3,000 off the amount being discussed.

EXHIBIT 61j

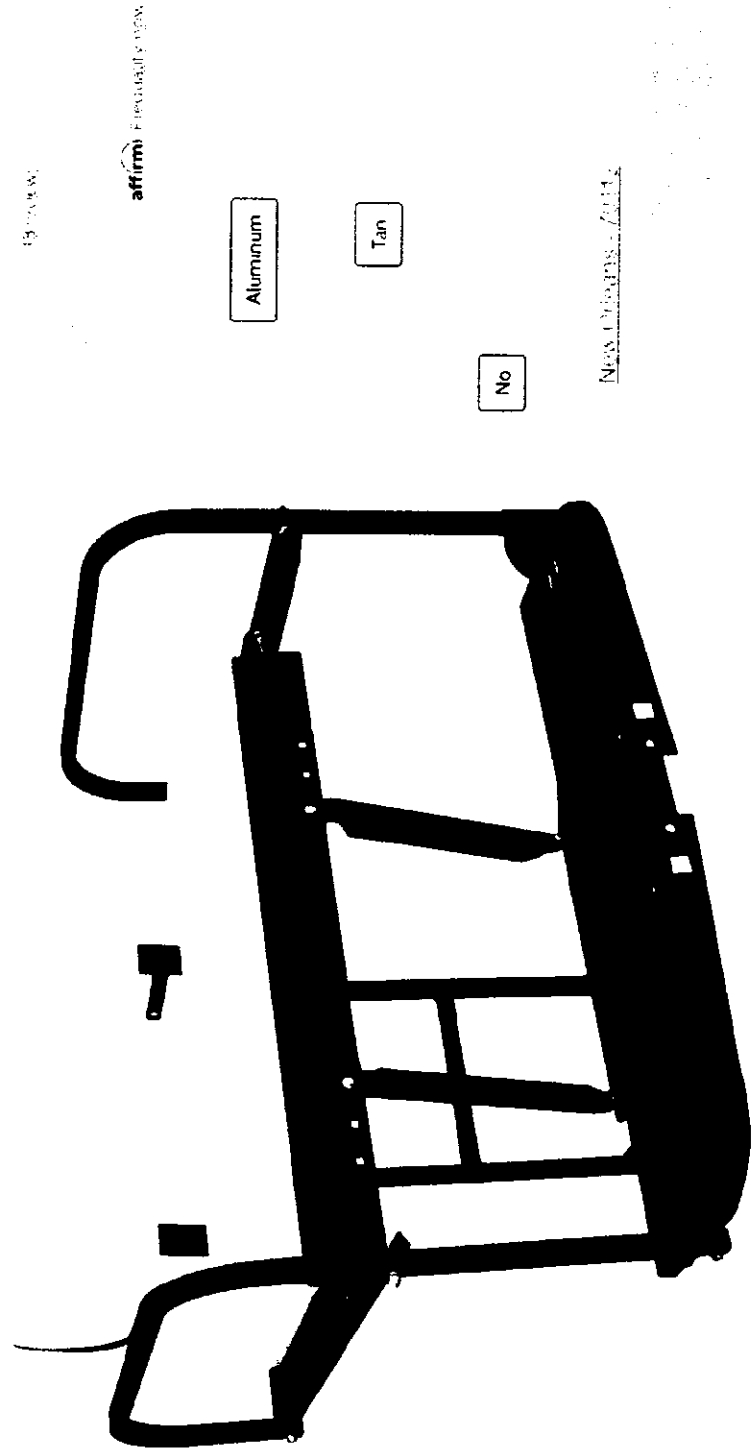


Ultimate Golf Carts

2007 EZGO LXI in Rogers, Minnesota

EXHIBIT 61k

# Gusto™ EZGO RXV (2008-2015) Golf Cart Rear Flip Seat Kit





**EXHIBIT 611**

Condition: Used

Price: **US \$3,400.00**

\$142 for 24 months with F  
Credit\*

Best Offer:

Longtime member

14 wat



Ernie paid \$8,000 for the GEM. It may need batteries soon.  
We will let Cindi have it for \$3,000 off the amount being  
discussed.

EXHIBIT 61m

gold and silver coins. \$6,550

Cash- \$2,000

Motorhome - \$16,000

Polaris Ranger \$16,000

EZGO Golf Cart \$3,000

GEM Golf Cart \$3,000

Already paid \$1,300/mo for 22 months = \$28,600

Paid to date if you take all of the above-- \$42,450

Due- \$36,550

I just sold him  
the motor home for  
\$10,000 last month  
Now he wants  
\$16,000

The golf cart +  
GEM both don't  
run !

I paid \$16,000  
NEW for the Polaris  
! It's been  
beaten by volun-  
teers for a year !

EXHIBIT 62

Kent Hovind &lt;kenthovindofficial@gmail.com&gt;

2/3/2021 8:55:1

Re: More from Kent, remember Cindi kindness, understanding, always first, you dealing with a baby in a diaper ;-).

To: cindi.lincoln &lt;cindilinc@comcast.net&gt;

I offered all I have Cindi. I'm sorry it's not enough to satisfy you. I wish

1. That you had never gotten the money from Calif. That has given you a very independent spirit and a feeling of master over a servant towards those you can control by loaning them money. "The Borrower is servant to the lender." Pro. 22:7 You would be MUCH better off spiritually and emotionally and have a happy marriage if you didn't have that money or the houses and you, like 99.999% of the women the world, could focus on being wife and partner.

2. I wish that I had never allowed you to loan a penny to the ministry. Let your giving be with simplicity. Rom. 12:8. In my 52 years of being God's child I have given many millions to God's work and have never loaned a dime or expected anything back and God has blessed greatly! Luke 6:38 is SOOOOO true! "Give, and it shall be given unto you: good measure, pressed down, and shaken together, and running over, shall men give into your bosom. For with the same measure that ye mete withal it shall be measured to you again." I should have waited for God to supply the ministry needs with a simple clean gift NOT a "loan!". I learned my lesson! Never again!

3. I'm thrilled that Steve is out of that house! That's one less constant complaint. I wish I had foreseen the future and not recommended that he rent it from you. I learned that lesson too!

4. I wish badly that I had the money to just pay you off 100% tonight! I am convinced that would NOT make you happy but you can't see that right now. If we can come to an agreement about an exact total (I have NOT yet) will work toward that. Many numbers have been thrown out there. I would like a copy of the list of items you consider loans vs gifts please. I cannot pay it all today but I will continue to give you \$1,300/mo and pray you can be happy.

5. I wish badly that you could see how this being landlord and money lender brings out the absolute worst in you. This is a Cindi that I don't like or want to be near (Prov. 21, 25 etc) but....I made promises I will keep. In the last year this entire landlord money issue has caused you to yell, scream, curse, slam doors, walk out, horribly disrespect and disobey your God given husband in clear violation of many scriptures.

A few days ago I offered you all I have

**gold and silver coins. \$6,550**

**Cash- \$2,000**

**Motorhome - \$16,000**

**Polaris Ranger \$16,000**

**EZGO Golf Cart \$3,000**

**GEM Golf Cart \$3,000**

**We have already paid \$1,300/mo for 22 months = \$28,600**

**Paid to date if you take all of the above-- \$42,450**

**Leaving a Balance Due- \$36,550 ( assuming 110 as a starting point)**

**I will soon (this next week) be able to add several thousand (possibly 5) to that cash part.**

**If you prefer to not get the Polaris or EZGO or GEM we can adjust the numbers. I'm just trying to satisfy you sooner.**

**If you will accept that entire offer above I will try hard to get the rest paid off by this summer and I believe I can raise \$36K (\$31) by then. I will ONLY do this IF you promise to sign a statement that you feel satisfied and will not complain or bring it up again.**

**Otherwise, I will simply continue to give you \$1,300/mo for x years.**

**Please come home and snuggle.**

**Love, Kent**

**EXHIBIT 63**

Message received from Kent Hovind CSE 2/13/2021 8:37:49 PM

● She wanted to invest the money she got from her father. She did. She's getting 1300/mo return. When she invests 120k in a house like Shiloh she gets 700/mo. I'm lost here. If we gave her 100k she would buy a house and get 700 rather than 1300. I taught math for 15 years but I can't seem to get her to see it. If she keeps going like she's going -separate room, rebellious, angry and contentious she will get her investment back only then it quits. If she stays as godly wife and helper she gets her investment back plus 1300 for years to come. Someone else teach her math please! And scripture!

Message sent 2/13/2021 9:05:29 PM



Message received from Kent Hovind CSE 2/13/2021 9:15:33 PM

She's wasting everyone's time. She's been told many times why she can't and won't get what she wants.  
Pick a new topic to discuss please. How's the weather in south Florida?  
HARD freeze coming here Tuesday. Is your house ready?

Message received from Kent Hovind CSE 2/13/2021 9:20:31 PM

I offered her 25k cash and a 12k motorhome to try to resolve this! I gave

Message received from Kent Hovind CSE 2/15/2021 1:13:17 AM

EXHIBIT 64a

Paul, there is no question about Cindi being incredibly generous to this ministry and her being a hard worker. Never has been a question about that. The question is really just between cindi and I. What exactly was given and what exactly was loaned with my full knowledge and consent and agreement to pay her back from my intellectual property? Many items on the list were not approved by me to be purchased with my promise to repay. She was spending her money freely and adding it to my "debt" without my consent or knowledge. I just bought a 30x70 greenhouse for \$250 that we can have up and running for about 2k more. It's about 12 times bigger than the one she and Mia bought for over 54k. I was thrilled that they bought it and donated it but to later see Cindi's half or 27k tacked on to my "debt" is concerning! As I've asked 100x, what is the exact amount I supposedly borrowed from her with my knowledge and consent? I've paid her 22 consecutive payments of 1300 or 28,600 and will continue. She now owes 590 in rent since Jan 30.

I'll consent right now to a true total of 90k that I will repay without arguing over any items. I'll consent right now to give her 25k cash this week leaving a balance of 38,310 IF...She will sign a non disclosure statement to not discuss this entire situation, housing, Steve, loan with anyone for 50 years and she will drop all claims about some woman's underwear and me causing her back injury, etc. I'll write it up for all to consider details but I want the fighting STOPPED!

I will continue to give her 1300/mo till the remaining 38,310 is paid and I will try to pay it quicker.

If she wants to stay and be submissive wife I'll continue to give her 1300/mo to help me in this ministry. If she chooses to stay here in the other room and not work in the ministry she must rent the room for her and her mother's room and my 1300 stops when I reach 38,310. This offer does not involve cse or dal. My offer is good until February 17, 2021.

EXHIBIT 64b

DOCUMENT 18



ELECTRONICALLY FILED  
9/21/2021 7:31 PM  
21-DC-2021-000137.00  
DISTRICT COURT OF  
CONECUH COUNTY, ALABAMA  
DAVID JACKSON, CLERK

**IN THE DISTRICT COURT OF CONECUH COUNTY, ALABAMA**

STATE OF ALABAMA

)

V.

)

) Case No.: DC-2021-000137.00

)

HOVIND KENT  
Defendant.

)

)

**ORDER**

The above styled matter having come before the Court for trial and the Defendant having appeared in Court with his attorney C. Daniel White, and the Court having taken the matter under advisement, it is hereby

**ORDERED and ADJUDGED** that Defendant is found to be GUILTY and sentenced as follows:

\* Fine of \$500.00, which is taxed.

\* Court costs are hereby taxed, along with a \$100.00 bail bond fee.

\* Payment is due on or before October 18, 2021. If Defendant fails to pay this amount in full by this date, he shall appear in court on said date at 9:00 a.m. to show cause if any why he shouldn't be held in contempt of court.

\* Defendant is sentenced to one year in jail. The Defendant shall serve 30 days in the county jail and the balance shall be suspended. The Defendant shall report to the county jail on or before October 18, 2021. Defendant is placed on one year unsupervised probation.

\* Defendant shall pay restitution to the Victim, Cindi Lincoln in the amount of \$2,124.72 for medical expenses incurred and paid by her.

**DONE this 21<sup>st</sup> day of September, 2021.**

**/s/ CLINTON H HYDE**  
**DISTRICT JUDGE**

EXHIBIT 65a

SMS Message received from PaulHansenDAL Hansen 2/15/2021 1:21:14 AM

Kent, I believe she will meet with you, if she sees genuine sincerity, it may take a long time. The board is picked predominately by you, it does not qualify as 'elders acting impartially' between you and Cindi. I know of three board members that have expressed extreme prejudices against Cindi, passing many judgments without any due process for a Cindi. This disqualifies those three as impartial elders.

SMS Message received from EmieLandDAL 2/15/2021 7:51:04 AM

E Paul you're done with this Board. 3 are prejudice, its really the entire Board, but its because we've all seen the lies, recordings of her verbal physical abuse on Kent, and her constant associates with those who previously had misgivings at the Ministry. Nick, as example was caught red handed in sin on the Ministry tools. Cindi befriended him and attacked Steve. On thr Mia situation Anna, who i believe to be very sincere and fearful of God, gave the same account on the envelope as Steve, which dld not match Mia's account. And you continue to ignore the FACT Cindi donated, according to her own accounting, from 2018 until 4/30/2019 over \$100,000.00 on the supposed \$100,000.00 BY HER ACCOUNT LOAN, all before even Doc had any notice she called it loans, then she went on to loan another \$119,000.00 on that so called \$100,000.00 loan after 5/1/2019. So her so called \$100,000.00 loan ended up becoming \$165,758.39 after I told her clearly in May 2019 that Doc or I had zero authority to make a loan and that it could not be an annuity or investment. So Cindi, clearly knew and continued to press for her way. This has been a childish game of her beong the queen and expecting to own the Ministry as her inheritance and pressing to force all things to be her way or else doomsday from the get go. CSEM has never had any agreements with Cindi and Doc nor I individually has legal.authority to make such agreements, so call out the Board on it. You are a smart man and you know these are facts, so lets call you out before the holy spirit.

SMS Message received from EmieLandDAL 2/15/2021 7:51:35 AM

E Accept?

SMS Message received from EmieLandDAL 2/15/2021 7:52:57 AM

E In fact start by calling you and Cindi out before your Church counsel.

SMS Message received from EmieLandDAL 2/15/2021 7:53:37 AM

E I can and will stand before God on what I just communicated.

EXHIBIT 65b

SMS Message received from ErnieLandDAL 2/16/2021 9:10:33 AM

You did not answer the question and you showed not \$90k, but over \$100k prior to me or the Board having any knowledge, plus Doc was not knowledgeable on the donations prior to May 2019 being considered loans, so it was you alone asking for annuities or investments. You got a spousal contract on Doc's intellectual property payments entitled spousal support for a reason. The reason was because you pulled a scam on the Ministry without any Board approval, so i had concerns and did the 10 year with a possible 10 year spousal support renewal for valid reasons, and concerns and within the powers i had. I alone, nor Doc had power over CSEM. You need to understand Doc can't get a loan, he doesn't have \$100k and the reality is the spousal support agreement based on being his spouse could legally be ended. A lawsuit on your part would be a loser in all areas. You never had any valid agreement or loan legally and i think 3 Attorneys have told you that you lose on the grounds you have. Why were you so deceptive in your behind the scenes dealings?

SMS Message sent 2/16/2021 9:12:19 AM

Fairy tale

SMS Message received from ErnieLandDAL 2/16/2021 9:15:05 AM

E Only in the minds of fools.

SMS Message sent 2/16/2021 9:15:11 AM

Correct

SMS Message sent 2/16/2021 9:16:45 AM

Ungodly and ungrateful slander against a woman who loved and gave all she had to her husband and this ministry.

SMS Message sent 2/16/2021 9:17:12 AM

Sowing discord between what God joined together

SMS Message received from PaulHansenDAL Hansen 2/16/2021 9:18:53 AM

PH Cindi fatefully read my text in the feed as to givers 'intent'. That is always paramount.



EXHIBIT 65c

## Spousal Support

Ernie Land &lt;doctog@outlook.com&gt;

11/23/2020 10:26 AM

To Cindi Lincoln

Reply Forward Delete

Hello Cindi,

I want to be on record with both my opinion and the facts, so I am being very candid here and expressing my sincere feelings>

Fact, I will make an effort to work with you only for the sake of my long term friend, Doc, and for the sake of the Ministry.

Fact, Your spousal support agreement is not with the Ministry, it is on behalf of Doc and with the "For Profit". Hence, why I can without board approval make agreements.

Fact, you spousal support is for spousal support and with the funding on Doc's approval of his monthly intellectual property agreement. It is not at risk of me refusing to do it, quite the contrary as I plan to remain honorable to that agreement by paying it as I have month to month. I do feel it hinges on being Doc's spouse. You did not make any loan, donation, or investment into the "for profit" entity, so that has zero to do with this agreement I signed. Therefore, you only need some type of agreement with Doc on his transfer of intellectual property payments to you. You need nothing from me.

Fact, I was not made aware of the November agreement you had Doc sign, and on record at that time Doc had on a couple occasions had a lapse in memory. Add into this that Doc, nor I alone have the power to take a loan on behalf of the Ministry. I have repeatedly told you a non profit that does not have a SEC license can not take investments. I refuse to get entrapped into illegal activities, so therefore, no investment was made and the expectations of usury is evil deception.

Opinion, we do not need a village involved in this. I feel the constant tale toting with the guise of seeking wise counsel, is a means to air out dirty laundry and sow discord.

Opinion, as I said in my first fact above> , I will make an effort to work with you only for the sake of my long term friend, Doc, and for the sake of the Ministry. However, my sincere feelings is that you sow discord, have anger issues, have a filthy mouth, are untruthful, and show traits of gold digging. I developed this opinion because so many trusted people have had issues with you and made decisions to leave thereafter. 3 people who have known you have expressed to me that you are Bi-polar based on them viewing your up and down attitude with anger issues. These people who leave or express opinions do so expecting some privacy in them voicing their opinions, but it is information that plays into my opinions. Plus personally I watched your constant attacks on Steve, your refusal to stay out of Ministry decisions, and your discussing your opinions with many others under the guise of seeking wise advice, but my sincere feelings is that it is sowing discord to get your way. To me you proved to be a liar on saying you were not against Steve, while constantly attacking him and even seeking the aid of others in those attacks by sowing discord to get your way.

This is where I am now. I plan to honor the month to month payout until it proves out you are not spouse. I know from the many mistreatment recordings I have personally heard you are not working on a marriage as a loving spouse, instead seeking to earn on an investment, as you define it. BUT no worries, you don't need anything from me. Your commitment is with Doc and from him is where any agreement needs to come. I just make the payments, and those are secure to you, for at least the remainder of the 10 years to May of 2029. The only risk of losing that is to prove not to be "spouse" and/or some catastrophic event that causes bankruptcy or failure of CSE and the sale of Doc's intellectual property.

Thanks,  
Ernie Land

EXHIBIT 65d

## Spousal Support Agreement &amp; personal

Ernie Land &lt;docfog@outlook.com&gt;

11/25/2020 9:20 AM

To Cindi Lincoln

Reply Forward Delete

Hello Cindi,

I'm telling you and I've told Doc, I have no intention of continuing communications with the village. I am also fed up with the character assassinations and deceptions. So here is my plan for an agreement and my personal views>

You really take issue when you do not get things your way, a real issue, and I have lots of information from listening to recorded arguments and having so many people come to me to speak to me about issues with you while expecting that I keep that knowledge private. The only way you would get a signed agreement with me in May and then 6 months later in November try to insert your way on a agreement, the agreement I just found out a few weeks back that Doc signed, Brady and Julie witnessed, with a signature line for me to sign, but somehow 10 months went by and I was never approached to sign or even given any notice it was drawn up, so I sincerely believe this shows that you were being deceptive to get your way.


I had stalled on the agreement back in April 2019, not because I was against the agreement, but because YOU continued to try to call the agreement a donation investment or loan, but because #1, I, nor Doc had the power to take out a note in those amounts without 50 + 1% of the Board approving it and #2, because it would be a criminal violation to accept an investment from a non profit organization. Knowing that Doc had his mind made up and at that point impossible to change his made up mind, my only option was to allow Doc to send his already contractual agreed and approved intellectual property payment to you. My best option which you agreed to upon presentation, was to open Am Ex up for your use up to \$1,300.00 per month and for 10 years, which would more than cover the amount you donated, and then hold out an expectation that after 10 years you would continue as Doc's spouse, so it would basically renew over and over. The stipulation of spousal support covered an event in which you were not spouse.

Ultimately, you have the month to month \$1,300.00 spousal support agreement for the remaining 10 year period until May 2029. To many witnesses, plus to many communications to prove your case on that, for that not to be a given, plus even with the disdain we have for each other I would honor that agreement to keep my integrity in tact. So it's a given!

Now about my opinions that you have called out in front of the village, and have called me a liar about many times. My facts are this. I guess all the things you would hope were kept in private have been reveled to me, and that knowledge plays a big role in how I feel. All the recordings of you screaming like a spoiled rotten little girl, plus the cussing, taking God's name in vain, and even trying to hurt Doc by throwing thins at him, calling him a liar, etc. Add in how I on a conference call heard you leave with the village present screaming like that same spoiled rotten little girl, I actually thought it was some child there, but was told, no, it was you. Couple this with the many people who have spoke to me in private about how you changed after becoming Ms. Hovind, and the many times I heard about how you donated, what is now being called loans, like the fight over your not approving how your donations were used on the bird display, etc.

And to me a real biggie is how so many times you were told not to get involved in Ministry decisions and did so anyway, by what you called seeking wise council and what I see as your rebel rousing in the village to drum up your support to do what you wanted. This started way back when your pet, Nick got caught by Steve in his wrong doing. You would always say I don't have a grudge against Steve, but you would go to the village to have them disapprove of Steve, while relentlessly fighting and even cussing Doc out because you didn't get your way. Mark stopped counseling with you. Your new pet, Kenny turned on the Ministry after you got him and his evil group to cause Steve issues on

EXHIBIT 66

 **Kent Hovind** <kenthovindofficial@gmail.com>

**To** cindi.lincob **Copy** Bill Sardi

 Reply Forward Delete  2/17/2021 9:03 PM

2-17-2021

I will be willing to listen if anyone has any evidence of where I have done wrong in this entire situation other than to borrow ● money in the first place.

As I see it, Cindi has many options:

1. Accept things as are and be happy that she is getting \$1300/mo. from her investment instead of \$700 with renter ● problems. The \$1300 can continue for life if she stays as ● happy wife and helper in the ministry. This is certainly the simplest and quickest except for option 3 below.
2. Continue demanding a contract that she will never get and be unhappy and possibly even leave or divorce and leave. Apparently she thinks this will eventually work because she has chosen this option for many months.
3. Completely forgive and forget the entire debt and give up ● her great concern for money and security and return as wife and be happy. If she chose this option I would continue to ● give her \$1300/mo ( OR MORE) for life out of love rather than duty or coercion.
4. She can hire a lawyer and try to sue over a non-existing ● contract. All the lawyers who love CSE that have looked at this option say she has zero chance of winning and a great chance of losing not only lawyer fees but even her properties, marriage, happiness and maybe sanity.

She still has the 4 options above and if she follows through with her foolish idea of moving out I will continue to pay her until I reach a total I think is fair since we still have not agreed to a total.●

EXHIBIT 67a

THE BACK OF THIS CHECK CONTAINS A SECURITY MARK - DO NOT ACCEPT WITHOUT HOLDING AT AN ANGLE TO VERIFY SECURITY MARK.

Please Post to Account: CSEM

ERNEST LAND  
1799 MELSON LANE NWC  
WESTVILLE, FL 32464

Metaverte Corporation  
P O Box 7236  
Sarasota, FL 34236-7236  
payee.maintenance@b-payment-services.com  
1-877-346-5272

Payable through  
BMO HARRIS BANK NA  
ART100 WI

2,665,475.694

March 2, 2021

PAY One Thousand Three Hundred and 00/100 Dollars

TO THE

ORDER OF CINDI LINCOLN  
26298 HIGHWAY 41  
BREWTON AL 36426-9019

\*\*\*\*\*1300.00

VOID 90 DAYS AFTER ISSUE

#CSP01000F36B1C0# 72642598



*James W. Woodley*

THIS IS A BILL PAYMENT DRAFT WHICH IS DRAWN BY  
ME/AVANTE CORPORATION WITHOUT RECOURSE



Memo. ACCORD AND SATISFACTION

⑈ 2665475694⑈ ⑆075904480⑆ 9179001221067⑈

*Mobile Deposit  
Cindi Lincoln  
3-8-2021*

B

Ernie Land <[docfog@outlook.com](mailto:docfog@outlook.com)> ●

4/7/2021 8:56 AM

**RE: April payment**

**EXHIBIT 67b**

[cindilincoln@comcast.net](mailto:cindilincoln@comcast.net) <[cindilincoln@comcast.net](mailto:cindilincoln@comcast.net)>

I, on behalf of CSE, Inc. never agreed to anything other than a "spousal support" agreement. I, on behalf of the Ministry or of the for profit, never agreed to any loan. You will need to take that up with Doc. Any agreement I was involved with is settled. You have proven to break your vows before God in the marital covenant, and yes "accord and satisfaction" is a legal consideration when accepted by cashing a payment is payment in full. The basis of your illegal use of the property rights of the stolen contact list, and your deceptive practices of giving items to the Ministry as donations, along with the marital vows being broken all add up to> You go settle this with Doc, I am not and will no longer be involved. If you have any legal basis to contact me do it by legal notifications only. Ernie Land

Sent from Mail for Windows 10

**From:** [cindilincoln@comcast.net](mailto:cindilincoln@comcast.net)

**Sent:** Tuesday, April 6, 2021 4:56 PM

**To:** [docfog@outlook.com](mailto:docfog@outlook.com)

**Subject:** Re: April payment

Dear Ernie, it has come to my attention that you included a memo on my last check without informing me. Your memo said, "accord and satisfaction." You never discussed anything with me, nor did I agree to any settlement amount with you. That check was perceived by me to be just another monthly payment check like all the others, in accordance with our 20 year agreement dated 5/1/2019. I did not even notice there was a memo as you know, I need reading glasses, and had no reason to think this check was different than any other check, that I needed to read fine print on.

Was this an intentional deception on your part to attempt to "sneak" settle a \$100,000 debt from the contract dated 5/1/2019 between CSE, signed by you, and myself?

That 20 year contract is certainly NOT settled.

Sincerely

Cindi Lincoln

EXHIBIT 67c

cindi

Kent Hovind &lt;kenthovindofficial@gmail.com&gt;

4/6/2021 9:55 AM

To Alexander Alfano Copy cindi lincoln, J. Russell Hughes

Reply Forward Delete

4-6-21

Yesterday I got a money order at Walmart for \$1000 made out to Cindi Hovind and gave it to her as a gift along with a card and \$100 fancy plant of some kind that I thot she would like. She never thanked me for either but later texted me that she cannot cash the money order because it says Cindi Hovind not Cindi Lincoln. I suggested that she become Cindi Hovind but got no response to that. I suggested that she get ID Cindi Hovind and open a bank account. No response. Instead she sent me a picture of the "contracts" she has sent a dozen times before. She doesn't seem to remember of understand that there was no contract before any money was exchanged and those agreements were clearly based on her being my spouse and working in the ministry. No one ever dreamed that she would leave me and the ministry work to pursue her rental investments and expect the ministry to keep paying her.

I drove 3 hrs. yesterday to get the medical exam for term insurance. I should know today about that. The beneficiary will be Mrs. Kent Hovind. I pray she wants that position!

I have people waiting for a tour so I'm rushed but here are a few quick items to consider:

1. The agreement she relies on from Ernie is clearly marked for spousal support. She's not a supportive spouse now but the offer is still there. If she would move home, be spouse and work in the ministry full time she would still be getting \$1300/mo.

2. My agreement with her was with the same expectations. I never dreamed she would leave me over money.

3. We faithfully paid her \$1300/mo for 24 months or \$31,200 yet she claims most of that does not count.

4. She sent a 6 page list of items clearly marked "gifts" and "donations" to CSE so in any court of law she has no case.

5. Our last check to her was clearly marked Accord and Satisfaction and she cashed it so in any court of law any "debt" owed to her is paid in full and she would have no case.

6. Her bad faith spreading of our private communications to others (against my clear orders) who eventually leak it to ministry enemies is costing the ministry lots in lost support and damage control. These costs should clearly be deducted from anything she feels she is still due.

7. She NEVER refers to the ORIGINAL contract between us i.e. our marriage covenant which came way before any other "contracts" wherein she swore before God and witnesses to "love, honor and obey" her husband. If she would keep that one all would be resolved in 2 seconds.

8. In Alabama I can file (and will soon) a common law lien on all three of her properties and have half ownership in each. These properties and her separate income seems to be a sticking point in her being a biblical wife so let's fix it.

9. She could return today to be wife, have her job and ministry back and her \$1300/mo plus rent out Shiloh for an additional \$700 and be WAY ahead financially but she doesn't seem ready, willing or able to submit to the man of God she married.

10. I've never hit her, yelled at her, threatened her, hurt her in any way (though she continues to maintain the lie that I body slammed her) and have always provided for her and treated her gently and kindly as a godly husband. If she thinks she can find a better man to serve God with she is welcome to file an annulment (I have the papers ready) and move on.

11. She blames all these problems on me and claims I'm not keeping my word. She is to blame in my eyes and the few I have included (board members and legal and financial advisors) all agree.

12. She still threatens (yesterday) to not keep silent and spread our private affairs to others. If there is any more bad press or fallout from her spreading this to others "seeking their advice" I will do a video (for YouTube if needed) this weekend when Brady is here and try to get all others on the phone and explain my side of the story to protect the reputation of the ministry just like I did with Theo several years ago. Theo had his panties in a wad and did 60 anti-Kent Hovind videos and I did one response. He got a few hundred views and comments (many against him) and is now out of the ministry altogether.

I love you and need you and want you but I'm not moving. My dad was my hero and role model. He was 6'2" Marine and super smart! I never heard him yell or get out of control. He was gentle but firm when he needed to be. We all just knew-don't cross dad! He had scores of expressions that were simple but true like "pee or get off the pot son." Or, "we are here boys. You can get out or stay in the car but you can't do both so you best be making up your mind."

I've been nothing but gentle with you. Now you get to see the firm Kent. Decide if you want to be Cindi Lincoln or Cindi Hovind but you can't be both so you best be making up your mind. Do you want in or out?

Tour time! Cindi, husband's orders-drop it and come home and help. Now please.

**EXHIBIT 67d**

Message received from Bill Sardi 6/21/2021 1:15:37 PM

There is something wrong with CL after repeated replies that the contract called for time payments from KH's \$1300/month pay check that he (not CSE) committed to CL then she acts like the contract was never complied with. It was not an agreement that called for cash in exchange for items CSE never asked for or agreed to, many which were apparently added to the list after the agreement was signed. Then there is partial compliance and good faith exhibited by the payment of \$55,000 and my suggestion CL take back some gifts in kind such as the van and re-sell it, then take a tax write off for the remaining \$\$.

Message received from Brady DAL 6/21/2021 1:15:46 PM

When Cindi cashed \ deposited the check containing "accord and satisfaction" in the memo line, without modifying the check with any reservation of rights, as required by the UCC, whatever alleged debt that might have existed at that time was fully and completely extinguished forever.

It's over and her and the 2 Paul's insistent and frivolous demands are and will be fruitless when and/or if that ever has to be brought out in any case.

Plus Cindi's felonies of the wiretapping/bugging the DAL property will come out, and I have been assured in writing by the District Attorney will prosecute those charges.

Message sent 6/21/2021 1:39:54 PM

[REDACTED]

Message received from Paul Abramson, DAL 6/21/2021 4:11:43 PM

Every day, or every week. I open my phone and the thieves want to make every excuse, every accusation, every insult.  
Please repay Cindi before this gets even worse!! (No threat by myself is implied, in case Bill S. is half-reading.)

Message received from Paul Abramson, DAL 6/21/2021 9:29:21 PM

A great praise video (5 min.) - 88M views!  
<https://youtu.be/UuuZMg6NVeA>

EXHIBIT 69a

RE: Sorry to bother, accountability...

&lt;

Ernie Land &lt;docfog@outlook.com&gt;

To cindilincoln@comcast.net

3/7/2021 7:35 AM



Reply Forward Delete



I actually already mailed it there since I got copy of you showing up and showing out, like a little girl that is mentally insane. See I have remained honorable to my word while enduring your insanity and cruel behavior as a spouse to Doc. But very seriously I am considering giving the ownership of CSE, Inc. to Steve, so he can retaliate on your insane actions. It would be a wonderful thing to see you have to deal with Steve owning CSE, Inc. And that would also destroy your lies about me profiting from the Ministry. Checks in the mail.

Ernie

Sent from Mail for Windows 10

From: [cindilincoln@comcast.net](mailto:cindilincoln@comcast.net)

Sent: Saturday, March 6, 2021 3:43 PM

Subject: Sorry to bother, accountability...

Ernie, before these witnesses, this is my new address to send my \$1,300/month check, since Doc will not allow me on DAL property to get my mail any longer:

Cindi Lincoln  
26298 Hwy 41  
Brewton AL 36426

Thank you.  
Cindi



**EXHIBIT 69b**

Ernie Land <docfog@outlook.com>

3/18/2021 8:26 AM

**ENOUGH**

To Kent Hovind <kenthovindofficial@gmail.com> • Cindi Lincoln <cindilincoln@comcast.net>

I have had enough of the name calling, constant deceit, and drama. You both need to work out any arrangements between you. The for profit will no longer pay Cindi direct. I will close the for profit or ● give it to Steve before I will continue in this mess. The agreement with the for profit was not for any ● loan. It was a spousal agreement that could have gone on until Jesus came.

The illegal and criminal use of the for profit contact list by Cindi is damaging both the for profit and the Ministry. I have been involved for one reason and that is for the Kingdom. Cindi has mental issues and sincerely needs professional help. The Ministry bans her and you invite her back. She is a scorned woman and doing damage to God's work. We can't ban her with you constantly giving her invitation to come back. So my decision on the for profit's behalf is this reach an agreement between the 2 of you. The for profit will no longer pay anything out to her. She can file a civil lawsuit. I will counter with a criminal complaint on her theft and illegal use of the for profit contact list, as well as a civil tort for damages from which I will seek much more than \$100,000.00.

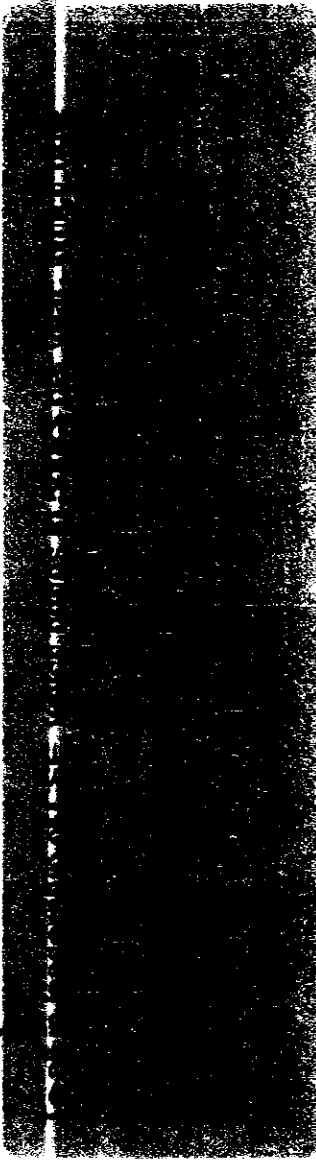
This ends now or else.

Ernie

Sent from Mail for Windows 10

EXHIBIT 70

Message sent 3/10/2021 7:15:13 AM



Message received from Bill Sardi 3/10/2021 7:20:31 AM

Extortion is a threat to reveal something that will be damaging to CSE in order to get her way. That is what I see. It is totally destructive. B Sardi

Message received from Kent Hovind CSE 3/10/2021 7:20:42 AM

See my text.

CSE is NOT involved and does not owe Cindi anything. ●

Message sent 3/10/2021 7:34:27 AM



EXHIBIT 71

RE: May payment

Ernie Land &lt;docfog@outlook.com&gt;

5/5/2021 12:55 PM

To cindilincoln@comcast.net, Kent Hovind, bsardi@aol.com,  
Alexander Alfano Attorney helping in Doc's Federal Case, PaulHansenDAL Hansen,  
Paul Abrahamson

Reply Forward Delete

Absolutely accurate. The funds previously paid you each month (\$1,300.00) as stated "Your \$1,300 is from Doc's intellectual property rights and from the for profit, so that contractual agreement is guaranteed." And yes, as stated in said text, it is a guaranteed agreement to Doc for the remaining 10 years, renewable for 10 more. Doc is receiving it now since you have made a decision to not remain as spouse. Once again you can take it up with Doc. I and CSE wish no longer to try to aid in any resolve to your being a spouse and receiving any of Doc's funds. I'm like being unclear to you so let me spell this out clearly in bold print **"This is between you and Doc, so go work it out and stop the constant involvement of others, myself included."**

Ernie

Sent from Mail for Windows 10

From: cindilincoln@comcast.net

Sent: Wednesday, May 5, 2021 12:46 PM

To: docfog@outlook.com; Kent Hovind; bsardi@aol.com; Alexander Alfano Attorney helping in Doc's Federal Case; PaulHansenDAL Hansen; Paul Abrahamson

Subject: Re: May payment

I found this text from Ernie to myself dated June 12:

On another note. I wish for you to know i would be honorable to my word on any commitment within my power to do, and how you feel about me or how i feel about you doesn't change my feelings to be honorable. Some things you expect of me would require Board support.

The Ministry things require 3 Board members approval. I can suggest, Doc can suggest, but ultimately all things require a majority vote.

I said nothing about anything you asked of me. Im simply saying this creation Ministry was set up for Doc and the Board approves his wishes 99% of the time, but anything Ministry related is ran by the Board.

Your \$1,300 is from Doc's intellectual property rights and from the for profit, so that contractual agreement is guaranteed. Doc's insurance plan is good too. Things like who will do what at the Ministry or how it will function if Doc is not around are all future things a Board would be presented with and would be by majority vote.

Sent from my iPhone

> On May 5, 2021, at 9:08 AM, cindilincoln@comcast.net wrote:

>

## EXHIBIT 72a

SMS Message received from Kent Hovind 5/21/2021 9:16:23 PM

Sundown. It's off. Now, let's start from scratch. Miss Lincoln, I'd be interested in dating you with the prospect of marriage in mind but the following items will need to be agreed to before we proceed:

1. Several have expressed legitimate concerns that you have something like a bipolar disorder. True or not I'd like you to have a medical and psychological exam by professionals to determine whether or not you do. I will pay for the exams.
2. I would like you to admit that I did NOT body slam you when you were attacking me to break my phone. If you will do this in writing and NEVER bring it up again I will pay half the medical bill or \$1100.
3. I'd like you to admit in writing that I advised you to NOT evict Steve from Shiloh and you ignored my advice and started a most unfortunate and expensive chain of events.
4. I would like you to admit in writing that I advised you to NOT go over to Shiloh and video from the street for you "prospective customer" the day Steve yelled at you.
5. I would like you to admit in writing that you did NOT see Steve with a gun and send him a sincere apology for your part in evicting him and falsely accusing him.
6. I would like you to admit in writing that you donated plants and the greenhouse to the ministry and that you left and I put Debbie in charge of plants and that you should have asked her permission before you did anything with any plants on DAL property.
7. I would like you to send her a sincere apology for reacting to her in a less

than respectful manner.

8. I would like you to admit in writing that you have no evidence that Steve broke the window at Shiloh.

9. I would like you to admit in writing that you will drop all complaints about Steve and Ernie and Debbie and admit that I, as founder and director of the ministry have the right to hire and fire whomever I want to for various positions there and that you will, from now on, offer your suggestions about staff but once I make a decision that - next text...



9 Cont.

that you will accept and support my decision and not sow discord among brethren over my decisions about staff or ministry decisions.

10. I want you to admit in writing that there was never a complete agreement about what items you freely donated to the ministry and what items you felt you were investing in hoping for a return and admit that there has never been a total agreed to by all parties.

11. On this same topic I want you to admit in writing that I have repaid you \$50,500 toward the supposed debt.

12. I want you to admit in writing that if indeed we remarry that you will change your name on all needed documents to be Cindi Lee Lincoln.

13. I want you to agree that you and I will meet with Attorney Alex when he comes up for Boot camp and discuss whether you should be allowed to retain rental properties and investments separately from your husband and that we will both agree in advance that his decision will be final and we will follow it. Once his decision is made neither of us will complain about it.

14. I want you to agree in writing that IF we remarry and you return to work in the ministry that your pay will be \$1300/mo MINUS \$50 for each day you are not a submissive wife or sleep in the other room or don't show up at your assigned job (by me) on time.

Plane is landing. All of the above is a draft and subject to change.

I'll be home Sunday night and will serve the official annulment document Monday and then IF you clearly understand what I want in a relationship I will offer to take you on a date.

Joshua 24:15

Kent

SMS Message sent 5/21/2021 9:51:28 PM

EXHIBIT 72b



SMS Message sent 5/21/2021 9:18:55 PM

Ernie Land <docfog@outlook.com>

9/7/2020 7:56 PM

RE: motor home

CINDI LINCOLN <cindilincoln@comcast.net>

I'll be glad to do that. Is the title still titled to the Ministry? If yes, would it be a step shorter to give Mark a Bill of Sale direct? Just asking, I'll do what ever is best.

Thanks,  
Ernie

Sent from Mail for Windows 10

From: CINDI LINCOLN

Sent: Friday, September 4, 2020 11:21 PM

To: Ernie Land

Subject: motor home

Dear Ernie,

Mark Stoney needs the bill of sale showing CSE transferred the 1999 Bouncer motor home to me (in exchange for my paying approximately \$10,000 of Doc's medical expenses a year or so ago) He's almost done buying it from me, and will then need to transfer the title to himself. I have searched and searched my emails, since I thought you and I had already done that, but the email seems to be hiding from me. Thank you. Cindi

cc: Mark Stoney

EXHIBIT 72c

CSE MINISTRIES, INC  
1798 MELSON LANE NUM C  
WESTVILLE, FL 32484

1069

01-43742831

09/05/2020

Date

12/11/20

Pay to the  
Order of

Cindi Lincoln  
Five thousand six hundred & 00/100 \$ 5,600.00

Dollars

Photo  
Date  
Signature  
Date on back

All in  
CREDIT UNION

P.O. Drawer 8 - Daleville, AL 36322  
www.allincu.com

For Mark Stoney

VALUED MEMBER

*[Signature]*

⑆262183749⑆000030101796⑈ 1069