

**Jennifer Davis****1601 SE South Niemeyer Circle****Port St. Lucie, FL 34952****Phone: 772-335-9550****Fax: 772-335-9554****Email: [j.davis@cardinalroofing.com](mailto:j.davis@cardinalroofing.com)**

Packet

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**From:** Paul Maceli [<mailto:acoustict@aol.com>]  
**Sent:** Thursday, November 21, 2024 10:48 AM  
**To:** [j.davis@cardinalroofing.com](mailto:j.davis@cardinalroofing.com)  
**Subject:** Maceli / Rubin order confirmation (Cardinal)

Hi Karen,

Per our conversation yesterday, I am writing to you to confirm if Tiffany Blanton (or Katie or Sarah) from Rubin Custom Homes (aka Diamond Construction Services of South FL) passed on to you the (or any) down payment(s) to secure an order with your company for products and/or services for my house at 981 SW Haas Avenue in Port St Lucie, FL. To reiterate, she claimed that we needed to put half down and we gave her the money to give to you (\$2,653.75, half of the total). Did she give you any money on our behalf and are there any orders reserved for us? Please confirm either way as soon as possible. Thank you very much for your time on this. Also please "Reply To All" because my wife Jessica is included on this email.

Paul Maceli  
518-465-7260

Sent from the all new AOL app for iOS



Maceli, Paul roof quote.pdf  
715.3kB

11/21/2024

NEW

AOL Mail - RE: Maceli / Rubin order confirmation (Cardinal)

ROOFING ESTIMATE 11-21-24 + NO ORDER PLACED

RE: Maceli / Rubin order confirmation (Cardinal)

P-1

From: Jennifer Davis (j.davis@cardinalroofing.com)

To: acoustict@aol.com

Date: Thursday, November 21, 2024, 11:38 AM EST

Since the quote we sent Rubin was back in August – we had a slight change in pricing, but it's better than it was in August, it went down from \$6,800 to \$6,600 – I am changing the name on our quote from Rubin to you as the owner, if you should decide later on that you want to go directly through us to install the roof. I know you are not doing anything at the moment due to the issues you are having with Rubin, but when you're ready, if you decide to proceed, here is your quote.

**From:** Paul Maceli [mailto:acoustict@aol.com]  
**Sent:** Thursday, November 21, 2024 11:13 AM  
**To:** Jennifer Davis <j.davis@cardinalroofing.com>  
**Subject:** Re: Maceli / Rubin order confirmation (Cardinal)

Hi Jennifer. Thank you for the confirmation. We will keep in touch with you if we need anything additional.

Paul Maceli

518-465-7260

On Thursday, November 21, 2024, 11:03:48 AM EST, Jennifer Davis <j.davis@cardinalroofing.com> wrote:

Hi – this is Jennifer at Cardinal Roofing, I am the one you just spoke with on the phone.

Just a few things - #1, your wife was not included on the email so I could not reply all, it's only your email here. #2, the price we sent to Rubin Custom Homes back on 8/22/24 was \$6,800 which included installing a 2-layer synthetic underlayment over the existing peel & stick due to the age of the existing peel & stick being uncovered due to the issues with the original GC Port St. Lucie Properties.

→ We did not get any official approval to proceed with this work after we submitted the bid on 8/22. I received an email from Tiffany on 11/7 requesting a timeframe to install the roof and she said she would drop a check off to us the following day. I informed her that we could have the roof completed the following Monday or Tuesday, she told me she would have Katie contact me about dropping off the check and I have not heard back since that day.

We have not received any monies from Rubin Custom Homes for your property mentioned below.

P-3

REGIONAL OFFICE  
BRIDGE TOWN, NEW JERSEY  
(732) 335-9550



1601 S.E. SOUTH NIEMEYER CIRCLE  
PORT ST. LUCIE, FLORIDA 34952  
Phone: (772) 835-9550 • Fax: (772) 835-9554  
[www.cardinalroofing.com](http://www.cardinalroofing.com)

REGIONAL OFFICE  
PORT ST. LUCIE, FLORIDA  
(772) 835-9550

Paul Maceli  
981 SW Haas Avenue  
Port St. Lucie, FL  
Phone: 518-465-7260

Revised: November 21, 2024

email: [acoustict@aol.com](mailto:acoustict@aol.com)

### SHINGLE ROOF QUOTE

- 1) Install 2-plys of synthetic underlayment over the existing peel & stick.
- 2) Install modified bitumen in cricket valleys where needed.
- 3) Apply IKO Cambridge architectural shingles (standard colors only) with H&R caps per FL code.
- 4) Supply all labor and materials

**TOTAL: \$6,600.00**

**PAYMENT SCHEDULE: 1ST DRAW – \$3,300.00**

**ROOF COMPLETE: \$3,300.00**

**\*A 3% SURCHARGE FEE WILL BE ADDED TO ALL CREDIT CARD PAYMENTS\***

Respectfully Submitted,

*Bruce Roessner*

Bruce Roessner  
Sales/Estimator

*\*Due to the instability in the roofing and metal supply markets, this quotation was calculated utilizing today's vendor pricing. Please be advised that this bid may have to be revised prior to entering into contract if after 15 days of original roof quote.*

PAUL N MACELI  
5824 FIRST TEE RD  
PORT SAINT LUCIE FL 34986

106

63-1482/670  
315

8/23/24

Date

Pay to the  
Order of

Diamond Construction Services

\$ 2653.75

Two thousand fifty three dollars & 75/100

Dollars



Photo  
Deposit  
Details on back



America's Most Convenient Bank

For

Reef

Paul Maceli

MP

#106

08/23

\$2,653.75

1/2 of \$5,307.50

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Q1

Paul Nunzio Maceli ❤️, Tiffa...

Thu, Jul 18 at 6:32 PM

Tiffany Blanton

Good Evening!! We do apologise for the radio silence, katie and myself have been under negotiation's and finalising the contract to become the new owner of Rubin Homes. As you know we already formed Diamond Construction and will merge the two too become Diamond Construction Services of South Florida LLC. We value our homeowners, as well as have embarked on the mission to provide all of our homeowners with the down to earth, understanding, professionalism, and the overall actual custom home experience when we build not just a house but your HOME. I'm sorry for all of the delays. However I can assure you that stucco starts next Thursday and we will now again be full steam ahead. Thankyou for your patience on this and again we are sorry for the silence but we can't sit by anymore and not be fully in control of what happens to our homeowners. This has been the plan since the first PSLP home and it's now becoming reality ❤️

Congratulations to you!

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Paul Nunzio Maceli ❤️, Tiffa...

Tiffany Blanton

Your very welcome

Did the stucco get put on the house today?  
When can we expect a new construction schedule?  
Just letting everyone know Paul will be out of state for work 9/3-9/16.  
Update please!  
Thank you.

Tiffany Blanton

Yes, mam i'm sorry I was in the doctor and was out yesterday. I asked the stucco guy yesterday afternoon. He did not respond to me until about 1 o'clock and he's delayed because of all the rain we've had but assured me that he would be there no later than next Tuesday to install the wite lathe then call an inspection and then he comes back and does the actual stucco work

So I have not updated all of the homeowners involved, but since we're on the topic of a construction schedule we still plan on having you done in time in the meantime Katie and myself have been in contract to purchase

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Paul Nunzio Maceli ❤️, Tiffa...

So I have not updated all of the homeowners involved, but since we're on the topic of a construction schedule we still plan on having you done in time in the meantime Katie and myself have been in contract to purchase Ruben homes and our finalising up that deal finally so you can expect probably tomorrow or Monday at the latest to do a change of contractor to owner builder and I will notify mid Florida that diamond construction is now the owner of Ruben homes and I'm already in approved builder with mid Florida under diamond as well so I will be sending you an addendum to the contract that just states the name of the company is changing all the employees GC everything will stay the same

Thank you for the update!  
Please just communicate with us every now and then. We look forward to proceeding with the new paperwork with Diamond. Again, Congratulations to you both!  
Do you have an idea schedule wise?  
We are coming up in about 2 months where we won't be able to stay in this house any longer.

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Paul Nunzio Maceli ❤️, Tiffa...

Thank you for the update!  
Please just communicate with us every now and then. We look forward to proceeding with the new paperwork with Diamond. Again, Congratulations to you both!  
Do you have an idea schedule wise?  
We are coming up in about 2 months where we won't be able to stay in this house any longer.

Rise and shine :+  
For clarification are you saying the house will be done by the bank loan extension date?  
I think it was either 8/5 or 8/15. The construction schedule we have was 7/15/24.  
Thank you!

Good morning Jessica and Tiffany. Just as a heads up I received an email from the bank telling me that extension ends August 1. We are certainly in a dire situation and they have given me a form to complete to extend the loan more.

# CONTRACT: SALE OF CONTRACT (RUBIN) TO R-1 DIAMOND (TIFFANY)

## PURCHASE OF BUSINESS ASSETS AGREEMENT

**THIS PURCHASE OF BUSINESS ASSETS AGREEMENT** (the "Agreement") made and entered into this 8th day of September 2024 (the "Execution Date"),  
**BETWEEN:**

Rubin Homes, Inc of 1237 SE Indian St, #101, Stuart, FL 34997, USA (the "Seller") OF THE FIRST PART and Diamond Construction Services of South Florida, LLC. of 7504 Ocala Ave, Fort Pierce, FL 34951 (the "Purchaser") OF THE SECOND PART

### **BACKGROUND**

- a. The Seller is a corporation which carries on the business of Residential new builds and renovations at 1237 SE Indian St, #101, Stuart, FL 34997, USA.
- b. The Seller owns and desires to sell certain client contracts of its business (the "Contracts") to the Purchaser, subject to any exclusions set out in this Agreement and the Purchaser desires to buy the Assets as described and listed below.

**IN CONSIDERATION** of the provisions contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the Parties agree as follows:

### **1. Definitions**

- a. The following definitions apply in the Agreement:  
The "Assets" consist of the following:  
Client contracts for residential construction for Maceli and Newman/Golinko.
- b. "Closing" means the completion of the purchase and sale of the Assets as described in this Agreement by the payment of agreed consideration, and the transfer of title to the Assets;
  - ii. "Excluded Assets" means assets that are owned by the Seller but do not form any part of the Assets for the purpose of this transaction. Excluded Assets will include the following: cash items held by the Seller including, but not limited to, cash bank balances; office equipment; euro walls; and the property located at 7536 Fenwick Place, Boca Raton, FL 33496.
- c. "Parties" means both the Seller and the Purchaser and "Party" means any one of them.

### **2. Sale**

Subject to the terms and conditions of this Agreement, and in reliance on the representations, warranties, and conditions set out in this Agreement, the Seller agrees to sell the Assets to the Purchaser and the Purchaser agrees to purchase the Assets from the Seller.



### 3. Purchase Price

The Parties agree that the Purchase Price for the Assets will be allocated among the Assets as follows subject to required adjustments that are agreed upon by the Parties:

For Newman/Golinko and Maceli, the following is agreed:

	<u>Contract</u>	<u>Paid to RCH</u>	<u>RCH spent</u>	<u>RCH owes</u>
Newman	\$351,465.60	\$75,339.52	\$22,028	\$53,311.52
Maceli	\$132,688.50	\$53,075.40	\$18,357.39	\$34,718.01
Total:	\$484,151.10	\$128,414.92	\$40,385.39	\$88,029.53

Seller will pay Purchaser \$88,029.53 but Seller will receive credit for 11% of these contract prices (before 10% supervision fee), which is \$47,931.25. Thus, Seller owes Purchaser \$40,098.28.

For any future change orders from these two jobs, Seller will be paid 11%.

It is agreed that there will be no exchange of funds on the closing date. Seller will owe Purchaser \$40,098.28 to be paid later, but as soon as practicably possible and no later than January 15<sup>th</sup>, 2025. This does not include all extra monies paid out to subs, vendors and supply chains by purchaser for seller on Sellers contracted projects.

### 4. New Clients

It is further agreed that for any prospective clients who were first contacted by Purchaser when employed by Seller and subsequently sign a contract with Purchasers company, Purchaser will pay Seller 11% of the gross contract and change orders (minus credits). This also applies to any new contracts Purchaser receives from Goldwater Bank.

As stated, the \$40,098.28 Seller owes Purchaser will not be paid at closing. Any money Purchaser owes Seller from the above list, such as new clients signed up or change orders, Purchaser will first deduct from the \$40,098.28 Seller owes before being required to pay Seller anything. After which Purchaser shall pay Seller 11% of receipts as they come in.

### 5. Transfer of Construction Jobs

It is understood and agreed that as of closing, Purchaser will assume all responsibility for completing the above-mentioned construction jobs, including hiring, scheduling and paying sub-

contractors and vendors, passing inspections, and collecting receivables from clients. The seller will no longer be involved or have any responsibility for these client's construction jobs.

- a. Seller agrees to pay an hourly rate for Tiffany Blanton and Kathryn Carrigan in the same amount as previously paid by Seller's company for work performed to help Seller close out loose ends to close Seller's company, including but not limited to, selling unwanted equipment, and getting a final Certificate of Occupancy for 7536 Fenwick Place, Boca Raton, FL as well as jobs for Halsey, Henry, Ortiz and Sternfeld. All punch out, and warranty items will remain the responsibility of the Seller.
- b. The Parties agree to co-operate in the filing of elections under the *Internal Revenue Code* and under any other applicable taxation legislation, to give the required or desired effect to the allocation of the Purchase Price.
- c. The Closing of the purchase and sale of the Assets will take place on the 8th day of September 2024 (the "Closing Date") at the offices of the Seller or at such other time and place as the Parties mutually agree.
- d. At Closing the Seller will provide the Purchaser with duly executed forms and documents evidencing transfer of the Assets, where required including, but not limited to, bills of sale, assignments, assurances, and consents. The Seller will also co-operate with the Purchaser as needed in order to affect the required registration, recording, and filing with public authorities of the transfer of ownership of the Assets to the Purchaser.

**Seller's Representations and Warranties**

6. The Seller represents and warrants to the Purchaser that:
  - a. the Seller has full legal authority to enter into and exercise its obligations under this Agreement.
  - b. the Seller is a corporation duly incorporated or continued, validly existing, and in good standing and has all requisite authority to carry on business as currently conducted;
  - c. the corporate Seller, Rubin Homes, Inc has all necessary corporate power, authority and capacity to enter into this Agreement and to carry out its obligations. The execution and delivery of this Agreement, and this transaction has been duly authorized by all necessary corporate action on the part of the Seller;
  - d. the Seller is operating in accordance with all applicable laws, rules, and regulations of the jurisdictions in which it is carried on. In compliance with such



- laws, the Seller has duly licensed, registered, or qualified the Seller with the appropriate authorities and agencies;
- e. the Seller has filed all tax reports and returns required in the operation of its business and has paid all taxes owed to all taxing authorities, including foreign taxing authorities.
7. Representations and warranties given in this Agreement are the only representations and warranties. No other representation or warranty, either expressed or implied, has been given by the Seller to the Purchaser.
8. The Seller's representations and warranties will survive the Closing Date of this Agreement.
9. Where the Purchaser has a claim against the Seller relating to one or more representations or warranties made by the Seller, the Seller will have no liability to the Purchaser unless the Purchaser provides notice in writing to the Seller containing full details of the claim on or before the first anniversary of the Closing Date.

**10. Purchaser's Representations and Warranties**

The Purchaser represents and warrants to the Seller the following:

- a. the Purchaser has full legal authority to enter into and exercise its obligations under this Agreement;
- b. the Purchaser is a resident of the United States for the purposes of the *Internal Revenue Code*;
- c. this Agreement has been duly executed by the Purchaser and constitutes a legal and binding obligation of the Purchaser, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy and insolvency, by other laws affecting the rights of creditors generally, and by equitable remedies granted by a court of competent jurisdiction; and
- d. the Purchaser has no knowledge that any representation or warranty given by the Seller in this Agreement is inaccurate or false.
11. The representations and warranties given in this Agreement are the only representations and warranties. The Purchaser has given no other representation or warranty, either expressed or implied, to the Seller.
12. The Purchaser warrants to the Seller that each of the representations and warranties made by it is accurate and not misleading at the date of Closing. The Purchaser acknowledges that the Seller is entering into this Agreement in reliance on each representation and warranty.
13. The Purchaser's representations and warranties will survive the Closing Date of this Agreement.

**Conditions Precedent to be Performed by the Purchaser**

14. The obligation of the Seller to complete the sale of the Assets under this Agreement is subject to the satisfaction of the following conditions precedent by the Purchaser, on or before the Closing Date, each of which is acknowledged to be for the exclusive benefit of the Seller and may be waived by the Seller entirely or in part:

- a. all of the representations and warranties made by the Purchaser in this Agreement will be true and accurate in all material respects on the Closing Date; and
- b. the Purchaser will obtain or complete all forms, documents, consents, approvals, registrations, declarations, orders, and authorizations from any person or any governmental or public body, required of the Purchaser in connection with the execution of this Agreement.

**15. Conditions Precedent to be Performed by the Seller**

The obligation of the Purchaser to complete the purchase of the Assets under this Agreement is subject to the satisfaction of the following conditions precedent by the Seller, on or before the Closing Date, each of which is acknowledged to be for the exclusive benefit of the Purchaser and may be waived by the Purchaser entirely or in part:

- a. all of the representations and warranties made by the Seller in this Agreement will be true and accurate in all material respects on the Closing Date;
- b. the Seller will obtain and complete any and all forms, documents, consents, approvals, registrations, declarations, orders, and authorizations from any person or governmental or public body that are required of the Seller for the proper execution of this Agreement and transfer of the Assets to the Purchaser.

**16. Conditions Precedent Not Satisfied**

If either Party fails to satisfy any of its conditions precedent as set out in this Agreement on or before the Closing Date and that condition precedent was not waived, then this Agreement will be null and void and there will be no further liability as between the Parties.

**17. Non-Assumption of Liabilities**

It is understood and agreed between the Parties that the Purchaser is not assuming and will not be liable for any of the liabilities, debts or obligations of the Seller arising out of the ownership or operation of the Seller prior to and including the Closing Date, except for any liabilities, debts or obligations specifically transferring with the two named construction jobs Maceli and Newman/Golinko. The purchaser will not be held liable for

any past due balances, liabilities, debts or obligations owed to sub-contractors, vendors and supply houses that coincide with the jobs being completed by Seller for 7536 Fenwick Place, Boca Raton, 17543 Lake Estates Drive, Boca Raton and Henry, Halsey, Sternfeld and Ortiz.

**18. Notices**

Any notices or deliveries required in the performance of this Agreement will be deemed completed when hand-delivered, delivered by agent, or 7 days after being placed in the post, postage prepaid, to the Parties at the addresses contained in this Agreement or as the Parties may later designate in writing.

**19. Expenses/Costs**

The Parties agree to pay all their own costs and expenses in connection with this Agreement.

**20. Confidentiality**

The Seller and the Purchaser will keep confidential all information (the "Confidential Information") pertaining to this Agreement including, but not limited to, the terms of this Agreement, the Purchase Price, the Parties to this Agreement, and the subject matter of this Agreement as well as any written or oral information obtained about the respective Parties that is not currently in the public domain. Confidential Information will not include the following:

- a. information generally known in the respective industries of the Purchaser and the Seller;
- b. information that enters the public domain through no fault of the Purchaser or the Seller;
- c. information that is independently created by the Purchaser or the Seller respectively without direct or indirect use of information obtained during the course of negotiations for this Agreement; and
- d. information that is rightfully obtained by the Purchaser or the Seller from a third party who has the right to transfer or disclose the information.

21. The Seller and the Purchaser may disclose any Confidential Information relating to this Agreement to any of its employees, agents and advisors where there is a need to know in relation to this Agreement and where the personnel agree to be legally bound by the same confidentiality obligations.

22. The Parties each agree to indemnify the other against any harm suffered as a result of a breach of the confidentiality obligations contained in this Agreement on the part of their respective employees, agents and/or advisors. Upon executed agreement seller will comply and render any necessary actions needed on behalf of Purchaser in order to maintain a trusting working relationship with any and all subcontractors, vendors, supply



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WITNESS WHEREOF the Parties have duly affixed their signatures on this 20th day of September 2024.

\_\_\_\_\_  
Lawrence Schechter for Rubin Homes, Inc.

WITNESS: \_\_\_\_\_ Per: \_\_\_\_\_



Tiffany Blanton for Diamond Construction  
Services of South Florida, LLC

WITNESS: Kati Carrigan Per: Kathryn Carrigan

State of Florida County of St Lucie

The following instrument was acknowledged before me on 20<sup>th</sup> day of September 2024 by  
Tiffany Blanton the owner of Diamond Construction Services of South Florida who produced her  
Florida Drivers License's.



9/20/2024

