

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this "MOU"), dated as of May 1, 2017, is entered into by and between Arno Incorporated, a Florida corporation (the "DEVELOPER") and Visual and Performing Arts Collaboration, Inc., a Florida not for profit corporation ("VPAC").

RECITALS

A. VPAC is in the process of seeking recognition of exempt status from the Internal Revenue Service as a "support organization" under Section 509(a)(3) of the Internal Revenue Code for one or more exempt organizations, including Opera Naples, Inc., a Florida not for profit corporation ("OPERA NAPLES").

B. VPAC will provide the final accommodation and cost analysis, construction and operations funding of a performing arts facility (the "FACILITY") consisting of an approximately 950 seat opera house to serve as a venue for the VPAC and its events and performances.

C. The DEVELOPER is in negotiations with the Bayshore Community Redevelopment Association ("BAYSHORE CRA") to purchase from the BAYSHORE CRA a 17-acre parcel (the "BAYSHORE CRA PARCEL") upon which the proposed FACILITY could be constructed.

D. It is the intent of the DEVELOPER to design and build what will be called the "Bayshore Arts Village" on the BAYSHORE CRA PARCEL, along with the proposed FACILITY.

E. VPAC believes that the BAYSHORE CRA PARCEL would be a suitable and satisfactory location / property upon which to build the FACILITY.

F. OPERA NAPLES previously entered into a Memorandum of Understanding dated as of December 13, 2016 with DEVELOPER, and this MOU supersedes and replaces such prior Memorandum of Understanding in its entirety.

AGREEMENT

NOW, THEREFORE, the parties hereto have agreed to enter into this MOU on the following terms and conditions:

1. Land Grant. In the event DEVELOPER purchases the BAYSHORE CRA PARCEL from BAYSHORE CRA, DEVELOPER will donate to VPAC, free of charge to VPAC, subject to the terms and conditions of this MOU: (a) a portion of the BAYSHORE CRA PARCEL for purposes of the FACILITY and (b) access and use of a parking facility for 300 cars to be located no further than 150 yards from the entrance to the FACILITY (the "PARKING GARAGE").

2. Exclusive Right to Design and Build. Subject to DEVELOPER'S acquisition of the BAYSHORE CRA PARCEL, VPAC hereby grants to DEVELOPER the exclusive right to design and build on that BAYSHORE CRA PARCEL the FACILITY and any out structures and facilities. VPAC and Arno Inc. will enter into a binding design and build contract for the FACILITY, out structures and facilities. VPAC will develop, fund and provide DEVELOPER a detailed net square footage requirement analysis and Project Cost Report for the complete FACILITY and DEVELOPER shall enter into an AIA "Cost Plus with Guaranteed Maximum Price" contract, with DEVELOPER charging 8% of the cost of construction for the design and 10% of the construction cost as construction fee. VPAC will have certain decision-making authority over the design and of the FACILITY; provided, however, all design (architectural and engineering) of the FACILITY, out structures and facilities will be exclusively performed by DEVELOPER. VPAC shall retain full control over costs and all work will be submitted for

bidding; provided, however, the joint approval of DEVELOPER and VPAC shall be required for any selection of any subcontractor. All site development and infrastructure (including, without limitation, all underground construction, water, sewer, utilities, roads, parking, sidewalks and water retention and management) shall be at the sole discretion and design of the DEVELOPER in order to ensure compatibility with the Bayshore Arts Village design. VPAC shall be required to become a member of the "Bayshore Arts Village" Residential and Commercial Owners Association, when formed.

3. Funding by VPAC. VPAC shall provide all funding for: (a) the design and construction of the FACILITY, including all out structures and facilities; and (b) the design and construction of a structure (if any) required to provide direct access to and from the FACILITY to the Parking Garage.

4. Funding by DEVELOPER. DEVELOPER shall arrange for or provide all funding for: (a) the acquisition of the BAYSHORE CRA PARCEL; and (b) the cost for design and construction of the Parking Garage, which Parking Garage shall be located no further than 150 yards from the entrance to the FACILITY.

5. Entry into Definitive Agreement. Within fifteen (15) days of DEVELOPER entering into a purchase agreement for the BAYSHORE CRA PARCEL, VPAC and DEVELOPER agree to enter into an AIA "Cost Plus with Guaranteed Maximum Price" contract, with an addendum incorporating the terms and conditions contained in this MOU.

6. Miscellaneous.

a. Contingency. All terms and conditions of this MOU are subject to and dependent upon the DEVELOPER achieving the ownership of the BAYSHORE CRA PARCEL and VPAC receiving commitment from the lead donor.

b. Entire Agreement. This MOU constitutes the sole and entire agreement of the parties with respect to the subject matter set forth herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. All recitals contained in this MOU are hereby incorporated into this MOU and made a part hereof.

c. Counterparts. This MOU may be executed in counterparts, each of which shall be deemed an original, but all of which shall together shall be deemed to be one and the same agreement. A signed copy of this MOU delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[signature page follows]

Handwritten signature
2

IN WITNESS WHEREOF, the parties hereto have below duly executed this MOU as of the date first above written.

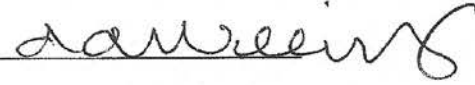
VISUAL AND PERFORMING ARTS
COLLABORATION, INC.

By: 

Name: Dick Hoisthus

Title: President

ARNO, INC.

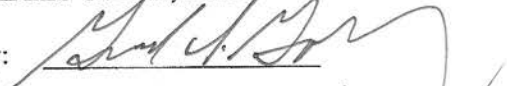
By: 

Name: Arno de Villiers

Title: President

WITH CONSENT AND AGREEMENT AS TO
NAPLES OPERA, INC.:

NAPLES OPERA, INC.

By: 

Name: Gerald I. Goldberg

Title: President



WHITE LOTUS PROJECTS

1610 Damac Executive
Heights Al Barsha Heights,
Dubai
PO Box 123752
United Arab Emirates

T +971 44 229 883

August 21, 2017

Arno de Villiers
President
Arno Inc.
5091 Tamarind Ridge Drive
Naples FL 34119

Re: Letter of Intent, Bayshore Arts Village, Naples, FL

Mr. de Villiers

White Lotus Group welcomes the opportunity to provide the necessary capital to acquire the subject land and develop the proposed mixed-use Bayshore Arts Village. The parties agree that upon selection as the successful bidder for the subject land, a formal joint-venture agreement will be executed based upon the terms discussed and reviewed in the presentation materials.

This letter ("Letter of Intent") expresses our mutual intent to enter into the appropriate agreements necessary to establish a business relationship - the result of which will be the intended acquisition and development and management of the subject property. The parties recognize that, while the business relationships described, of necessity, will be governed by formal contract documents, successful realization of our mutual objectives will require a substantial degree of ongoing collaboration, coordination and growing mutual confidence.

1. The Parties.

The parties involved in the transactions contemplated hereby are White Lotus Projects (WL), and Arno, Inc. (ARNO) and their permitted successors and assigns. ARNO has represented that it is in pursuit of 17.5 acres being offered for sale by Collier County, Florida. ARNO also represents that it has the team necessary to successfully acquire and develop the subject property into a mixed use apartment complex.

2. The Nature of the Contemplated Relationship.

The relationship will be a Joint Venture and shall be governed by a one or more Limited Liability Company Operating Agreements; taken together they comprise the Joint Venture Agreement (the "JV Agreement"), as well as other appropriate documents. The arrangements described in the JV Agreement will include a provision that the Joint Venture will be the exclusive vehicle for both parties to jointly own and develop the subject property.

3. Governance and Strategic Decisions.

At execution of the JV Agreement, a Strategic Plan will be agreed upon which will guide the Parties in their efforts to maximize the value of the project and originate and service the capital needs.

4. Exclusivity

The Parties agree that commencing on the date of execution of this Letter of Intent (“LOI Effective Date”) and for a period of sixty (60) days thereafter (or such longer period as the parties are working in good faith to complete the negotiation and execution of a JV Agreement) (the “Exclusivity Period”), they will work exclusively with each other in good faith to execute a JV Agreement and the related documents and contracts needed to advance the contemplated business relationship. Should no such agreement be reached before the end of the Exclusivity Period, each party is free to deliver written notice terminating discussions toward a JV Agreement and to thereafter pursue alternative business arrangements with respect to the Project.

5. Confidentiality Non-Circumvention

The Parties agree to hold confidential all information related to the Project, the contemplated business relationship and the terms and conditions upon which WL and ARNO have each proposed to move forward at this time.

6. Negotiation of JV Agreement; Nature of this Letter of Intent

The Parties agree to exercise their best efforts commencing on the LOI Effective Date and continuing throughout the Exclusivity Period to negotiate, execute and deliver a JV Agreement and other appropriate contract documents generally similar to the economics outlined in this LOI. While the other terms of this Letter of Intent are subject to the execution of such a JV Agreement, the Parties expressly agree that they shall be bound by the terms of paragraphs 4 and 5 of this Letter of Intent, throughout the Exclusivity Period after which time the parties shall have no further obligation relating thereto.

We very much look forward to working with you in what we expect will be a mutually beneficial relationship for years to come. Please sign the attached copy of this Letter of Intent in the space provided below to evidence your agreement of the terms of this Letter of Intent.

Sincerely,

White Lotus Projects
Dubai, U.A.E



BlueScope Construction, Inc.
1540 Genessee Street
Kansas City, MO 64102
P.O. Box 419917
Kansas City, MO 64141
Telephone: 816.245.6000
Facsimile: 816.245.6099
www.bluescopeconstruction.com

March 14, 2017

Arno de Villiers
President
Arno Inc.
5091 Tamarind Ridge Drive
Naples, FL 34119

Mr. Arno:

BlueScope Construction (BSC) is excited at the prospect of being a part of the design build team for the Proposed Bayshore Arts Village and Visual and Performing Arts Center in Naples, Florida. It is our intention to provide design build services on the Visual and Performing Arts Center portion of the project. As the design build general contractor we will utilize local sub-contractors familiar with the Naples, FL area, as well as providing a pre-engineered building utilizing a hybrid design system which will include building materials manufactured by Butler Manufacturing.

BlueScope Construction is fully capable of providing the complete construction package for our portion of the project. We are a full service general contractor registered in all 50 states. We have a full staff of structural engineers and **technicians in house which allows us "ownership" of the building design and detailing. Our unique approach to hybrid construction allows us to use Butler product where it is the most economical and structural steel where it is required, by using the best of both worlds, pre-engineered and structural steel, we can provide you the most economical solution available.**

We also plan on partnering with Tellus Florida to provide you with their Architectural Cladding Panel. This wall panel along with the Butler MR-24 roof system, will provide you an aesthetically pleasing building that will have the most efficient and weathertight standing seam roof system on the market.

I have included several attachments that further speak to our capabilities and include information on the MR-24 roof system.

We look forward to working with Arno, Inc. and the rest of the team in providing the best design build package for the Visual and Performing Arts Center in Naples, FL.

Sincerely,

A handwritten signature in blue ink that reads "Matthew Threadgill".

Matthew Threadgill
President

A handwritten signature in blue ink that reads "Matthew Hershey".

Matthew Hershey
Vice President

A handwritten signature in blue ink that reads "William Kanke".

William Kanke
Pre-Construction Manager
816-351-9025



METROMONT CORPORATION

4151 US Highway 17 South
Bartow, FL 33830

April 17, 2017

Mr. Paul Ingles
Tellus Florida, LLC
4851 Tamiami Trail North #200
Naples, FL 34103

RE: Bayshore Arts Village
Naples, FL

Mr. Ingles,

Thank you for the opportunity for involvement for the Bayshore Arts Village parking garage and the visual and performing arts center. We look forward to providing another successful project with Tellus.

Please find below our understanding and key elements that form the basis of this Letter of Intent:

- Metromont will work exclusively with Tellus on the Bayshore Arts Villiage until Tellus is under full contract with the owner.
- The general scope of work and pricing will be based on forthcoming documents generated by the structural engineer of record and architect.
- Project schedule will be mutually agreed upon.
- Both parties will move forward in good faith while the Subcontract Agreement is prepared and all project details are finalized.
- Design will meet Florida Building code 2014.
- Metromont will assist in preliminary design to a point where precast specialty design is required.
- All precast is based upon Metromont standard products, layouts, and connection details. Should the design change due to Owner, Architect, or GC request to non-standard products, sizes, or connection details, then Metromont has the right to be compensated for any additional costs accordingly.
- If the project is canceled or the parties cannot fully execute the Subcontract Agreement for any reason, this arrangement can be terminated.

If your understanding of this the Letter of Intent is different, then please contact us within 5 business days so we can address your concerns, otherwise we are proceeding as outlined above.

Please feel free to contact me at any time and again thank you for your business. I wish you all the best for a safe and successful project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jamie Grimmelsman".

Jamie Grimmelsman
Metromont Corporation
Sales & Business Development Manager
Bartow, FL
614-940-5452 Mobile
jgrimmelsman@metromont.com
www.metromont.com

Arno Inc.

Design – Build Resume's



Arno de Villiers - President
B.Arch. AIA
Licensed and Insured Florida Building Contractor #CBC1255481
Phone: 239-571-7585 Email: arnoconstructio@gmail.com
<http://www.villagebuilder.biz>

Arno Inc. is fortunate to be supported by experienced project managers, Abraham Spies and Nestor Garcia.

Abraham Spies holds a degree in quantity surveyor/estimator with over 30 years of experience in managing the construction of large projects.

Fellow trained architect Nestor Garcia additionally holds a master's degree in building construction management and has built everything from residential developments, to churches and a Miami high rise.

Attached are our resumes:-

Resume

ARNO DE VILLIERS - SUMMARY OF QUALIFICATIONS

Arno de Villiers is a seasoned and award winning architect, artist, and CAD design specialist with over thirty-five years of design experience, primarily as a senior designer. He started his architectural career in South Africa, continuing in Naples Florida when he returned to the USA in 1997. With a proficiency in AutoCAD, CorelDraw and Sketchup, he is able to provide his clients with the latest in design flexibility, technology and creativity. His design repertoire contains a wide range of projects, from castle restoration and theatres to shopping centers and hospitals, and from low cost housing to multi-million dollar residences. His past work allows him to bring to the table an extended body of experience with institutional designs such as township community facilities, libraries, multi-purpose halls, theaters, administration buildings, shopping centers and schools. He is well versed in Contemporary, European Classical, Mediterranean and Caribbean styles.

Arno is happily married to his wife Ingrid who holds a degree in Interior Design. His projects include the proposed \$100 Million Festival Village in Fort Myers, Florida, a mixed-use green urban village, see below.

Arno authored a treatise entitled, "Back to the Village - How to build what People Love." In March 2009, he completed a commission from the Collier County Bayshore – Triangle CRA, for a design proposal of two 14-acre mixed-use urban renewal projects.

Arno is a licensed and insured building contractor. Photo images of his home designs may be viewed on this website <http://www.villagebuilder.biz>



Aerial View of Festival Urban Village, Fort Myers, Florida

EDUCATION

University of Pretoria, South Africa
Bachelor of Architecture, Pretoria, South Africa
1969-1974

HISTORY

President Arno Inc. (2016 - present)
President, Arno Design Inc. (1999 - present)
President, Arno Construction LLC (2007 -present)

Naples, Fl. Randall Stofft Architects.
Project architect, CAD specialist (1998–1999)
Naples, FL

Herrmann Doverspike & Associates, Inc.
Naples, FL Project architect, CAD specialist (1997–
1998)

Arno de Villiers Architect Hermanus, South Africa
Principal/Designer (1994 -
1997)

Osmond Lange Architects,
Mmabatho, South Africa
Senior Architect (1990-
1993)

Khayelitsh Development Corp. Cape Town, South
Africa
Senior Architect (1985-
1990)

Arno de Villiers Architect Cape Town, South
Africa
Principal/Designer (1983-
1984)

Gabriel Fagan Architects Cape Town, South Africa
Senior Architect (1980 –
1982)

South African Navy Simonstown, South Africa
Architect (1975-
1979)

AWARDS

First Place, National Student Housing Competition
Council for Scientific and Industrial Research
Pretoria, South Africa – 1971

Sand Dollar Award - Residential Design
Naples, Florida - 2002

CORPORATE HEADQUARTERS

Khayelitsha Development Offices Cape Town, South Africa
New Administration facilities
R1.8 million (1986)

HEALTHCARE

Hermanus Hospital Hermanus, South Africa
Renovation & Expansion Survey
R1.8 million (1996)

Khayelitsha Day Care Center Cape Town, South Africa
New Daycare Center

Anatoth Rehabilitation Center Malmesbury, South Africa
Design proposal

EDUCATIONAL & INSTITUTIONAL

Bophuthatswana Military Base Mmabatho, South Africa
Military Intelligence Facility R2.3 million (1993)

Galashewe Correctional Facility Kimberly, South Africa
New facility R2.3 million (1990)

Belleville High School Belleville, South Africa
New High School 4500 sq. m. R3,375 million (1989)

Nico Malan Theatre - Addition to Nederburg Room
Cape Town, South Africa R1.5 million (1989)

Kuils River High School
Kuils River, South Africa

Ribeeck Kasteel Middle School
South Africa
Rationalization & Master Plan(1988)

Napier Primary School
Napier, South Africa
Renovation proposal (1988)

Guild Theatre

East London, South Africa
Renovation,Alteration & Additions
R2.5 million (1987)

Nature Conservation Offices
Pater Noster, South Africa
R400,000

Posboom Maritime Museum
Mossel Bay, South Africa
Major adaptation of existing historical buildings
R2.7 million (1987)

Khayelitsh Community Hall & Library
Cape Town, S. Africa
R1.8 million (1985)

Cape Town Castle Restoration
Cape Town, South Africa
R25 million (1980-1981)

COMMERCIAL & INDUSTRIAL BUILDINGS AND BUILDOUTS

Kana Shopping Center
Kana, South Africa
Bophuthatswana Development Corporation
Prototype Shopping Center (1994)

Medikwe Shopping Center
Medikwe, South Africa
Bophuthatswana Development Corporation

Station Road Shopping Center
Mmabatho, South Africa

Hawksridge Clubhouse (1998)	Naples, Florida
Twin Eagles Beach Clubhouse. (1998)	Naples, Florida
Murphy Bed Center Major Renovations and Tenant Improvements 1720 Airport Pulling Road (A/C Area = 3,012 sf) Naples, Florida	
Allstate Insurance Tenant Improvement – 2,470 sf 2425 9 th Ave N. for Jeff Bogan	Naples, Florida
Harbour Lights Realty LLC Tenant Improvement – 4,407 sf Galleria Bldg 112, Vanderbilt Beach Rd for Neil Chur	Naples, Florida
Dr. Richard Abood Tenant Improvement – 1,535 sf 7955 Airport Rd	Naples, Florida
Clubhouse – Glen Eden on the Bay New Building – 3,717 sf for Damon Warfel at Damon Custom Structures	Naples, Florida
Amerivest H.Q. Building (Contessa Building) New Building – 11,993 sf 180th 9 th Ave S. for Ingrid Florez	Naples, Florida
Park Place Diner Tenant Improvement – 3,457 sf Pebblebrook Plaza Units 324 & 325 c/o 951 & Immokalee Rd	Naples, Florida
Gandolfo's Delicatessen Tenant Improvement – 1,900 sf Sun Sports Building Executive Drive	Fort Myers, Florida
Big Cypress Flea Market Tenant Improvement – 836 sf Food Court Units 12 to 16 220 Basik Drive	Naples, Florida

West Residence

125 Gulfshore Blvd N, Naples. by Borelli Construction (A/C Area = 10,357 sf)

Bay Laurel Model

Lot 16, Tract R, Pelican March, for Gulf Shore Homes (A/C Area = 5,633 sf)

Diaz Residence

Lot 14 Banyan Isles, Grey Oaks, for Provident Construction (A/C Area = 3,920 sf)

La Provence

Lot 45 Gin Lane, Port Royal, for Provident Construction. (A/C Area = 6,942 sf)

Le Moine Residence

Lots 1 & 2 Nicolette Dr. Green Bay, Wi. (A/C Area = 5,902 sf)

Wenkman Residence

2500 Kingfish Drive, Royal Harbor, Naples. (A/C Area = 7513 sf)

Emerick Residence

Lot 27 Isla Del Sol Way, Fiddler's Creek by Genesis Cust. Homes (A/C Area = 6,695 sf)

Paquette Residence

185 Seabreeze Ave Naples. (A/C Area = 3,500 sf)

Villa Bernardi

Lot 46 Southport Cove, Southport on the Bay, by Gulf Harbor Dev. (A/C Area = 3,096 sf)

Villa Veneto

Lot 79, Topanga, Southport on the Bay, by Damon Cust. Str. (A/C Area = 4,421 sf) – call

St Martin Model Home

Lot A4 Mahogany Bend, Fiddler's Creek by Petra of Naples (A/C Area = 3,785 sf) Call

St Andrew Model Home

Lot B8 Mahogany Bend, Fiddler's Creek, by Petra of Naples (A/C Area = 3,160 sf) Call

Villa Capri

24 West Pelican Str. Isles of Capri for Gulf Harbor Development (A/C Area = 4,614 sf) - Call
FredBrunoli at (239) 398 8341

Jones Residence

655 Bamboo Ct. Marco Island by Imperial Homes (A/C Area = 2,290 sf)

Richards Residence

Lot 4, Block 20 Hideaway Beach, Marco Island (A/C Area = 3,217 sf)

Villa Lugano

213 San Mateo Drive, Lot 40 Southport on the Bay by Damon Custom Structures (A/C Area = 4,280 sf)

Florez Residence

440 Bowline Drive, Naples (A/C Area = 3,994 sf)

Villa Stefano

Thompson Residence
Lot 1, Audubon Tract, Collier County (A/C Area = 4,233 sf)

Mediterra Model, Corsini Way Residence

Lot 8 Treviso Way Mediterra – Presently in the design development stage.

Villa Regina
Carter Street Royal Harbor

Pascucci Residence
Lot 10, Hawksridge Phase 2, Collier County (A/C Area = 3,686 sf)

Wood Residence
145 Greenbriar Street, Marco Island (A/C Area = 3,297 sf)

The Octavian
Lot 10 North Collier Blvd, Marco Island (A/C Area = 4,565 sf)

Pfaff Residence
Lot 10 North Collier Blvd, Marco Island (A/C Area = 3,583 sf)

Hamann Residence
Lot 38 Lone Oak Blvd, Naples (A/C Area = 2,231 sf)

Misciasci Residence
1081 Dana Ct, Marco Island (A/C Area = 3,256 sf)

Van Dongen Addition
17th Ave S Naples Fl.

Jiminez Residence
2535 Tarpon Road, Naples Fl (A/C Area = 3,635 sf)

Goldberg Residence
375 3rd Ave S, Naples Fl (A/C Area =
5,629 sf)

“Saint Tropez” Residence
27 West Pelican Ave, Isles of Capri Fl (A/C Area = 3,136 sf)

Vlahovic Residence
Lot 15 Laurel Oaks, West Bay Club (A/C Area = 4,522 sf)

Lewberg Residence
12th Ave S, Naples Fl (A/C Area = 6,254 sf)

Alexander Residence
Griggs Rd. Muncy, Pa (A/C Area = 16,000 sf)

Abraham C.M Spies
6625 Ilex Circle # C
Naples, Florida 34109 USA
Tel 001-239- 919-2966/E-mail address: spies1@comcast.net

OBJECTIVE: SENIOR ESTIMATOR, PROJECT MANAGER**RELEVANT EXPERIENCE & KEY SKILLS****With: General Contractor/ Construction Manager – Commercial Construction**

- Power point presentations to prospective clients
- Conceptual estimating/Value engineering
- Sub trade/Competitive bidding
- Budget set-up/Budget management
- Negotiating and drafting of Contracts (owners & subcontractors)
- Applying for and obtaining building permits
- Managing flow of information between consultants, subcontractors, clients
- Pricing change orders/Compiling of monthly payment certificates
- Daily management of projects with on site Superintendent/Conducting weekly meetings
- Processing submittals/Closing out of projects

With: Local Government

- Budgeting: Capital projects
- Project initiation
- Consultant co-ordination
- Project management: Community projects
- Cost and budget control: Capital projects
- Reporting to council
- Analyzing development proposals
- Progress reporting on projects
- Cash flow forecasting
- Verification of consultants' fee accounts

With: Private Practice/ Quantity Surveyor

- Property development
- Building contract selection
- Building contract negotiation
- Cost estimation
- Viability and feasibility studies
- Tender documentation/Bills of Quantities.
- Evaluation of contractor tenders and reporting to client.
- Contract administration and cost reporting
- Compiling of final accounts
- Tenant co-ordination/Remodeling of existing shopping center
- Arbitration, mediation and expert witnessing

EMPLOYER SUMMARY

- **Owen-Ames Kimball Company – Fort Myers, Florida, USA** 1998-present
General Contractor/ Construction Manager – Commercial Construction
Position: Estimator/ Project Manager/Shareholder

- **City planning and Development Department** 1995 -1998
Pretoria City Council (Local Government) RSA
Position: Quantity Surveyor/ Project Manager
- **Swanepoel Spies Quantity Surveyors, Inc.** 1982 -1994
Pretoria, RSA
Position: Partner
- **Swanepoel Spies Quantity Surveyors, Inc.** 1986 -1989
Cape Town, RSA
Position: Managing Partner
- **MLC Quantity Surveyors** 1980 -1981
Pretoria, RSA
Position: Quantity Surveyor
- **Borckenhagen & Louw Quantity Surveyors** 1977-1979
Pretoria, RSA
Position: Internship

PROJECT HIGHLIGHTS

My experience extends over a wide spectrum of building and civil projects such as school projects (including gymnasiums & cafeterias), housing schemes, retirement villages, university and college campuses, sport centers, shopping malls, multistory office buildings, office parks, factories, processing plants, health clinics, community centers and churches.

The following individual projects can be highlighted:

- New Dealership for Val Ward Cadillac - \$2m
- Naples Municipal Airport – Runway 5-23 Threshold Improvements \$2.5
- Parish Life & Education Center for St. Leo Catholic Church (LEED certified project) \$6.2
- Rehabilitation of General Aviation Ramp at Naples Municipal Airport \$2.6m
- Sanctuary Building/Fellowship Hall for Moorings Presbyterian Church/Naples \$12m
- High School Campus for Seacrest Country day School/Naples \$10m
- Education Center for Guadalupe Center of Immokalee, Florida \$6m
- High School Campus/Gymnasium for Community School of Naples \$20m
- Calusa Elementary School (Lee County School District) \$8m
- Gymnasium and Cafeteria for Canterbury School, Fort Myers \$3m
- Retirement village developments for Dutch Reform Church, Pretoria \$3m
- Campus Developments for Vista University at four different locations, RSA \$6.5m
- Refurbishment of retail shopping center and office building for Eskom, Pretoria \$3m
- Head office building for Telkom SA Ltd, Pretoria \$25m
- Restoration of fire-damaged headquarters for City Council of Pretoria \$3m

EDUCATION & CERTIFICATIONS

University of Pretoria/Republic of South Africa: B.Sc. (Quantity Surveying) 1975 – 1979.

Accredited by the Royal Institute of Chartered Surveyors (UK). Comparative to USA Bachelors in Construction Management

Continuing Education: Career advancement seminars, project management information sessions, computer software training (Windows 95, Word Perfect 6.1, Quattro Pro 5.00, Microsoft project) “Skillpath” management/Leadership training, LEED AP training (not accredited), etc.

Resume

Nestor A. Garcia Sr. - Efficient Builders LLC

Nestor A. Garcia, Sr. holds a Masters degree in Construction Management from The University of Oklahoma, and a degree in Architecture from the Universidad Piloto de Colombia.

He is a team player with leadership qualities, fluent in Spanish and English with strong decision making skills. In addition to this, he has the knowledge in computer software such as, Autocad, Words, Excel, Microsoft project, Primavera, Prolog Manager, Timberline, and he is very knowledgeable on AIA documents (Contracts etc.).

Nestor has vast experience in the construction field, including the construction of new high rises, commercial buildings, institutional structures as well as multi-residential and single homes.

EXPERIENCE

President, Efficient Builders LLC, 3435 Enterprise Ave Ste 23 Naples, Fl. 2007 Present

Nestor is a Florida State Certified General Contractor (CGC # 1509656); ph (239) 919-0649 AIA member (# 30327389) and a Professional Architect License # 2570049808 CDN from Colombia

- Various Residential Projects, including additions, renovations, etc.
- Yule's Residence, Renovation and construction of a separate guest house. (\$550K)
- Hawkesworth Residence Major Renovations (\$850K)

Vice-President, Senior Project Manager for the Henning Group., Naples, Fl. 2002-2006

In charge of signing official documents such as, owners and subcontractors contracts, overseeing Project Managers and Assistant PMs. Representing the company to various events. Hiring personal, etc

• Andalucia Development. Condominium with 167 single family homes. (\$55 Mil.) Naples, Fl. Senior Project Manager in charge of bidding, budgeting, buy outs, submittals and shop drawings, scheduling, issuing AIA contract documents and scope of work for owners and subcontractors, request for payments to owners, and approval of subcontractors payment.

• Azzurro and Porto Ricanti Buildings. (\$4 Mil). Two (2) buildings with six (6) and seven (7) high end units respectively.

Senior Project Manager in charged of bidding, budgeting, buy-outs, submittals and shop drawings, scheduling, issuing contract documents for subcontractors, request for payments to owners, and approval of subcontractors payment.

In charged of overlooking the project management and construction of the entire project. Coordination with Owner, Architects, Consultants and subcontractors.

• Navona Parking Garage. (\$2.6 Mil) Two story pre-cast structure with 206 parking spaces.

Senior Project Manager in charged of bidding, budgeting, buy outs, submittals and shop drawings, scheduling. Issuing contract documents for subcontractors, request for payments to owners, and approval of subcontractors payment. In charged of the project management and construction of the entire project. Coordination with Owner, Architects, Consultants and subcontractors.

• Additional projects: My Gym (retail condo), Marco Island Yacht Club (Addition)

• Quality control / Warranty Department Manager

Project manager for DeAngelis Diamond Construction, Inc, Naples, FL, 2001-2002

• In charge of the Field Project Management and completion of the construction of the First Presbyterian Church of Naples. Coordination with office Project manager, Owner, Architects, Consultants and subcontractors.



*Fig. First Presbyterian Church of Naples
250 Sixth Street S Naples, FL 34102*

Project Engineer for KM Development Corp. Naples, FL. 1999-2001

Terracina Grand. - Assisted Senior Living Center with 154 units



Fig. Terracina Grand. Assisted Senior Living Center
6825 Davis Boulevard, Naples, Florida 34104

- In charge of submitting Request for Information (RFI) to consultants and distribute answers to the field.

- In charge of the shop drawings approval process.

In charged of receiving and distribute Architect Supplementary Instruction (ASI)

- Assist the Senior Project manager with the subcontractor's weekly meeting minutes, buyouts, schedule, change orders and diverse items related with the management of the project.

Assistant Project Manager for Morse Diesel International, Inc. Miami Fl. 1997-1999

Blue and Green Diamond Condominium. Two 46 high rise towers with 630 units, 556 cabanas, two 4 floors parking towers, and 5 floors clubhouse. Miami Beach Fl.



Fig. Blue and Green Diamond Condominium.

- In charge of submitting the requests for information (RFI) to the owner or his consultants and distribute their answers to the field.

- Inspect possible problems that arise during the construction process and help to resolve them by providing possible solutions, ideas or sketches to the Architect in records.

- In charge of submitting the Potential Change Orders (PCO) to the owners for approval to issue the change orders. Communicate with the owner constantly to clarify doubts.

- In charge of the coordination of the glazing system installation, electrical power company (FP&L) work, and the construction of the Club House and Cabanas.

- In charged of buyouts by contracting several trade companies, obtain their proposals and submit the processed information to the owners for their approval.

Assistant Project Manager for Gulf Bay Development. Naples Fl. 1996-1997

- In charge of the construction, punch out and completion of Saint Laurent; a 22 high rise condominium building with 107 units and a two floors parking building. Naples, Fl.

- Punch out and completion of the Brittany; a 22 high rise condominium building with 158 units, Naples, Fl.
- In charge of the management (for the developer) of Crown Colony Condominium association.

References:

1. Kevin Hawesworth, Home Owner (239) 405-61567
2. Jose Castello, Home Owner (239) 348-0790
3. Alejandro Pantoja, Project Manager Heritage Corporation (239) 200-3667
4. Richard Wu, Architect (850) 894-3887
5. David Little, Project Development and Marketing (239) 537-7266
6. Bob Campbell, Subcontractor (239) 963-5503

ARNO

ARNO INC. DESIGN-BUILD

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The Workforce Housing Imperative

Forty-three percent of Collier County households—roughly 62,000—are cost-burdened, meaning they spend more than the standard 30 percent of income on housing and 22 percent of households are spending more than 50 percent of their income!

We need to build as much housing that is affordable to people working in Collier County so they aren't cost-burdened.

My mixed-use urban village proposal will make it easier for people to live and work in Collier County by providing residential units that will all sell for under the \$300,000 marker and many for as low as \$120,000!

Forbes Magazine once ranked Naples among the top 25 places to retire rich, but when it comes to housing, median-income earners do not score so favorably. Home prices in Collier County have increased about 49.3 percent in the past 3 to 5 years and for this reason almost half of the people are spending more on housing than they ought to. Households making between \$39,900 and \$79,800, based on a median income estimate of \$66,500 by the U.S. Department of Housing and Urban Development, are struggling. Firefighters, police officers, teachers and nurses fall into that category.

In 2014, some 8,000 workers commuted from Collier County to other areas while the number of workers coming into Collier was double that. That severely impacts the I75 interstate traffic flowing into Collier County in the morning and out again in

the afternoon reaching its peak load between 5 and 6 pm. The reason for this phenomenon is that in Lee County the median income level is \$57,600 and the median list price for houses in Fort Myers in October 2016 was \$239,900, compared with \$485,000 in Naples, according to Movoto.com.

By providing small retail units along a walking street and village square, work opportunities on the site will be created.

More than just workforce housing by itself, the added retail component will point the way forward as a prototype to help ease the traffic burden of commuting between home and place of work by creating a truly mixed-use urban environment of live and work units not unlike the Mercato and Coconut Point, but for people of average means.

My RFP proposal would be in alignment with the sentiments of the Collier Community and Human Services Division and Affordable Housing Advisory Committee (AHAC) and as such will hopefully be supported by the county commissioners.

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Bayshore Arts Village

Proposed Retail and Office/Residential Unit Sizes and Pricing

Two simple principles make the retail component of mixed-use developments function successfully:-

1. A high urbanization density, i.e. the number of units per acre.
2. A high proportion of residential and office units to retail units.

To increase the density on a limited area of available land, I am have increased the number of living and retail units by reducing their size.

No developer in Naples is building for the forgotten workforce and market related demographic of singles, couples, single parents, retirees and smaller family units. Apart from two bedroom units, one bedroom and studio units are included in the village that are below the 700 sf LDC threshold.

In addition, reducing the size of the retail units to below the areas available elsewhere in Naples, will attract occupants that simply cannot afford bigger units. If retailers want to rent more space, they can occupy adjoining units without their separating sheetrock walls.

See the attached breakdown of unit numbers, sizes and suggested pricing.

BAYSHORE ARTS VILLAGE - UNIT SIZES & PRICING

August 15th 2017

ARNO INC Design-Build

	Units	Av. Area	Av. Price	SF Range	Price Range
	#	SF	\$	SF	\$
Village Commercial Units	32	632	250,000	288 to 84	115,000 to 336,000
Restaurant	1				
Village Residential Units (Tract A)				340 to 84	120,000 to 285,000
Studio Unit	54	320	120,000		
One Bedroom Unit	21	540	202,500		
Two Bedroom Unit	40	844	285,000		
Residential Village Condos (Tract C)					
One Bedroom Unit	36	522	194,000		