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**CABLE
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CABLE TELEVISION AND COMMUNICATIONS SERVICE ACCESS AGREEMENT

THIS AGREEMENT ("Agreement") is made effective as of August 8, 2005, by and between **TREVISO BAY DEVELOPMENT, LLC** (hereinafter referred to as **COMPANY**), a Delaware limited liability company, whose post office address is 19275 W. Capitol Drive, Suite 100, Brookfield, WI 53045, and **TIME WARNER CABLE INC.**, a Delaware corporation, through its National Division, d/b/a Time Warner Cable ("TIME WARNER CABLE"), with a place of business at 1610 40th Terrace SW, Naples, Florida 34116.

RECITALS

WHEREAS, **COMPANY** is the developer of certain real property which has or will be platted as the subdivision known as **TREVISO BAY** (the "Property"), in Collier County, Florida; and

WHEREAS, **TIME WARNER CABLE** is a duly authorized cable television operator holding a franchise to provide cable television services in the geographical area encompassing the Property; and

WHEREAS, **COMPANY** and **TIME WARNER CABLE** desire to enter into an agreement by which **TIME WARNER CABLE** may provide cable television and communications service to the Property through a Bulk Cable Television Service and Easement Agreement with **COMPANY** of even date herewith (the "Service Agreement"); and

WHEREAS, **COMPANY** is hereby representing, warranting and covenanting to **TIME WARNER CABLE** that no other agreements for cable television service or high-speed data (Internet access) to the Property exist, or will be entered into during the term of the Bulk Cable Television Service and Easement Agreement and this Agreement by **COMPANY**, its successors or assigns; and

WHEREAS, **TIME WARNER CABLE** is expressly relying on **COMPANY**'s representations, warranties, and covenants with regard to other cable television service or high-speed data service agreements relating to the Property; and

WHEREAS, all capitalized terms used in this Agreement without definition shall have the meanings assigned to them in the Service Agreement.

NOW, THEREFORE, IN CONSIDERATION of the foregoing Recitals, which are incorporated into and made a binding part of this Agreement, the mutual covenants and conditions hereinafter set forth and the mutual benefits therefrom, and for other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, **COMPANY** and **TIME WARNER CABLE** agree as follows:

Section 1. Warranty of Authority. **COMPANY** represents that it is a duly constituted legal entity qualified under the laws of the State of Florida to transact business in Florida and to enter into and perform this Agreement. **COMPANY** hereby agrees to indemnify and hold **TIME WARNER CABLE** harmless against all claims, losses and damages arising from or related to the inaccuracy or falsity of any of **COMPANY**'s representations made herein, including, without limitation, the representations contained in the above-stated Recitals, which are incorporated herein, and the representations and covenants contained in Sections 2.2 and 2.4.

Section 2. Bulk Cable Television Service and Easement Agreement.

2.1 COMPANY shall contemporaneously herewith enter into the Service Agreement with TIME WARNER CABLE for a period of not less than fifteen (15) years, and any extensions, from the date hereof, such Service Agreement to contain a non-exclusive easement to TIME WARNER CABLE for access to the Property for ingress and egress for the purpose of constructing, installing, maintaining, operating, repairing, upgrading, removing and marketing TIME WARNER CABLE's cable television system and the services thereof.

2.2 COMPANY represents, warrants and covenants that no other agreement for cable television service or high-speed data (Internet access) service to the Property exist, or will be entered into during the term of the Service Agreement by COMPANY, its successors or assigns.

2.3 COMPANY represents that up to one thousand two hundred (1,200) residential dwelling units may be constructed on the Property and, if constructed, will be subject to the Service Agreement. Notwithstanding anything contained in this Agreement or the Service Agreement to the contrary, the actual number of units constructed on the Property and subject to this Agreement and the Service Agreement may be less than 1,200 units. COMPANY does not represent or warrant the actual number of units that will be constructed on the Property, or that will be subject to this Agreement and the Service Agreement. In addition, COMPANY does not represent or warrant the time frame in which the actual number of units will be constructed on the Property. TIME WARNER CABLE shall have no claim against Company, its affiliates, or the Master Association for damages (actual or consequential) or loss of profits or other similar claims or damages as a result of less than 1,200 units being constructed on the Property or as a result of any delays or longer time frames in which the actual number of units on the Property become subject to the Service Agreement.

2.4 COMPANY understands and agrees that the payments to be made to it by TIME WARNER CABLE under this Agreement are entirely contingent upon the truth and correctness of COMPANY's representations, covenants and warranties contained in this Agreement and the Service Agreement, and on COMPANY's ability to fulfill its warranties.

Section 3. Payments to COMPANY by Time Warner Cable.

3.1 TIME WARNER CABLE shall pay COMPANY the sum of [REDACTED] per residential unit that has been activated for Bulk Services in consideration of the terms of this Agreement and the Service Agreement. Payments shall be made within 30 days after the end of each calendar quarter for amounts becoming due during such quarter.

Section 4. Effective Date and Duration of Agreement. This Agreement shall be effective as of the date of this Agreement and shall run concurrent with and terminate simultaneously with the termination or expiration of the Service Agreement.

Section 5. Default and Remedies.

5.1 If any party shall breach any term, covenant or condition of this Agreement, and such breach shall continue for thirty (30) days after written notice thereof is given to the defaulting party, then, without further notice, the non-defaulting party may terminate this Agreement and/or pursue any and all rights and remedies available to it by reason of such breach, whether a law or in equity.

5.2 All rights, privileges and remedies afforded the parties shall be deemed cumulative, and the exercise of any one of such remedies shall be deemed a waiver of any rights, privileges or remedies herein provided. Either party may waive any provision, breach or default of this Agreement; provided, however, no waiver of any provision, breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any other provision or of any subsequent breach or default of the same or similar nature.

5.3 If any party is found to have violated the terms of this Agreement by a court of competent jurisdiction, the prevailing party in such an action shall be entitled to reimbursement by the losing party of all costs of litigation, including, but not limited to, court costs and reasonable attorneys' fees, including such costs and fees in any appellate proceeding.

5.4 In the event COMPANY materially breaches this Agreement or the Service Agreement, TIME WARNER CABLE shall not be required to make payments to COMPANY of the [REDACTED] as specified under Section 3.1 of this Agreement during the period of time in which COMPANY's material breach of this Agreement or the Service Agreement continues. Upon COMPANY curing a material breach, TIME WARNER CABLE's obligation to pay the [REDACTED] per unit that has activated or activates Bulk Services in accordance with the Service Agreement shall be reinstated, and TIME WARNER CABLE shall pay such [REDACTED] fee to COMPANY in accordance with Section 3.1 of this Agreement on all activations of Bulk Services. The following events shall constitute a material breach of this Agreement by COMPANY: (i) a material, uncured breach of this Agreement or the Service Agreement by COMPANY (including a breach by COMPANY of TIME WARNER CABLE's exclusive rights under Section 2.1 of the Service Agreement), (ii) COMPANY is not required by any applicable statute, law, rule, or regulation to permit another provider to provide service similar to the Bulk Services provided by TIME WARNER at the Property, but COMPANY voluntarily permits such other provider to provide services similar to the Bulk Services provided by TIME WARNER CABLE at the Property and the fees set forth in Section 6.3 of the Service Agreement are not being paid to TIME WARNER, or (iii) failure by the Master Association to promptly assume the Service Agreement as required thereby. Upon a material breach by COMPANY, COMPANY shall refund to TIME WARNER CABLE a portion of the [REDACTED] fee specified in Section 3.1 of this Agreement that has actually been paid to COMPANY from TIME WARNER CABLE for units which have activated Bulk Services. The refund shall be calculated in accordance with the following schedule based upon the number of years that have elapsed from the date of activation of the Bulk Services to the date of COMPANY's material breach for each respective unit:

The table is completely redacted with black boxes. It appears to have two columns and several rows of data, but the specific content is illegible.

Notwithstanding any provision(s) of this Agreement or the Service Agreement to the contrary, COMPANY shall not be in material breach of this Agreement, or the Service Agreement, if applicable laws and regulations prohibit COMPANY from granting or TIME WARNER CABLE from obtaining exclusive rights under Section 2.1 of the Service Agreement, but TIME WARNER CABLE is still receiving the benefits of its exclusive rights granted under this Agreement and the Service Agreement (i.e., no other provider is providing services at the Property). In such event, TIME WARNER CABLE shall be required to continue making payments to COMPANY as required by this Agreement. However, if in such event TIME WARNER CABLE is not still

receiving the benefits of its exclusive rights granted under this Agreement and the Service Agreement, then the refund and release of further payment provisions contained above shall apply from and after such date. **NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY UNDER THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.**

Section 6. Notices. All notices or communications between the parties shall in writing be served by certified mail or personal delivery at the addresses set forth above, or to such other addresses as may be designated by any party.

Section 7. Authority to Execute. Each individual executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so, and that this Agreement and all transactions contemplated hereby have been properly authorized by all necessary actions of the party represented, and that this Agreement constitutes a valid and binding obligation of the party represented.

Section 8. Controlling Law; Venue; Severability. This Agreement shall be controlled by Florida law, except where superseded by federal law. Venue for any action relating to this Agreement shall be where the Property is located. If any term of this Agreement is declared to be void or unenforceable by a court of competent jurisdiction, the other terms of the Agreement shall remain in effect and fully enforceable.

Section 9. Integration; Modification; Further Assurances. Except for the Service Agreement, this document constitutes the entire agreement between the parties concerning this subject and supersedes all prior agreements and understandings on the same subject, whether written or oral. No modification of this Agreement shall be enforceable unless in writing and executed by the parties or their successors. The conditions, restrictions and provisions contained in this Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. If additional actions or the exchange of additional information and documents between the parties is necessary to carry out the intent of this Agreement, the parties agree to take such additional actions and to cooperate with each other in such exchange.

Section 10. Miscellaneous. Section headings used herein are for convenience only and in no way are intended to define or limit the scope of the provisions of this Agreement. For convenience and ease of reference, the third person singular impersonal form of pronoun ("it") has been used herein without regard to the proper grammatical person or gender of the party being referred to. All such references shall be deemed to include the singular or plural person and the masculine, feminine or neuter gender, as required by the context.

Section 11. Binding Effect. In the event of assignment as a result of a merger, sale, acquisition (or other similar transaction) of TIME WARNER CABLE in which another party assumes the right and obligations of TIME WARNER CABLE, the terms and conditions of this Agreement shall remain unchanged and shall not be modified without the express written consent of DEVELOPER.

Section 12. Permits and Approval Contingency; Commencement of Construction Contingency.

Notwithstanding anything contained in this Agreement or the Service Agreement, the obligations of DEVELOPER under this Agreement and the rights granted to TIME WARNER CABLE under this Agreement are contingent upon DEVELOPER receiving all federal, state, county and local permits and approvals for development and construction of the Property. DEVELOPER shall provide TIME WARNER CABLE with written notice upon receipt of all such permits and approvals and start of construction of development of the Property. Upon receipt of such notice TIME WARNER CABLE shall use commercially reasonable efforts to cooperate with DEVELOPER to coordinate the installation of the System with the DEVELOPER's construction activities. TIME WARNER CABLE further shall not interfere in any manner with COMPANY's development activities at the Property. TIME WARNER CABLE shall not be required to expend any monies or conduct any construction until such time as (i) it has received such notice from DEVELOPER, (ii) the parties agree upon a construction plan and schedule, and (iii) it determines that it has appropriate easement and access rights to the Property. In the event DEVELOPER provides TIME WARNER CABLE with notice that it has not obtained permits and approvals and will not commence development of property this Agreement shall automatically terminate and all rights and obligations of both parties shall be null and void. In such event TIME WARNER CABLE shall have no claim against DEVELOPER for damages (actual or consequential) or lost profits or other similar claims or charges as a result of the termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in the presence of the undersigned witnesses and delivered it as the date first set forth above.

[Signature]
Witness

SANDY KUTTEMPEROOR
Print witness name

[Signature]
Witness

AJAY KUTTEMPEROOR
Print witness name

TREVISO BAY DEVELOPMENT, LLC
a Delaware limited liability company

By: [Signature]
Vincent Kuttempoor

As: President

19275 W. Capitol Drive
Suite 100
Brookfield, WI 53045

STATE OF WISCONSIN
COUNTY OF WAUKESHA

The foregoing instrument was acknowledged before me this 12th day of AUGUST, 2005, by Vincent Kuttempoor as President of **TREVISO BAY DEVELOPMENT, LLC**, a Delaware limited liability company, on behalf of the corporation, who [] is personally known to me or who [] has produced identification.

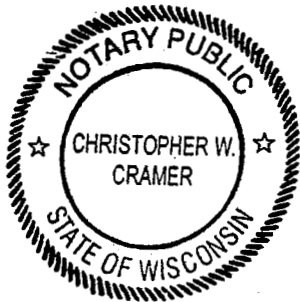
Serial number

[Signature]
Signature

IS PERMANENT
Commission expiration date

CHRISTOPHER W. CRAMER
Print name

AFFIX SEAL:



(Handwritten initials)

TIME WARNER CABLE INC., a Delaware corporation, through its National Division, d/b/a Time Warner Cable

By: *Nancy Sanders*
NANCY L SANDERS

As: Group Vice President, Operations, National Division

160 Inverness Drive West, Suite 300
Englewood, Colorado 80112

Marty Radcliff
Witness

Marty Radcliff
Print witness name

Merlene G. Wells
Witness

Merlene G. Wells
Print witness name

STATE OF ~~DENVER~~ COLORADO
COUNTY OF ARAPAHOE

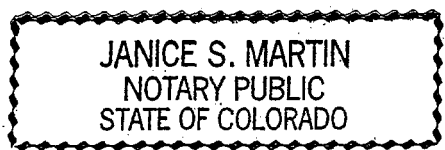
The foregoing instrument was acknowledged before me this 22ND day of SEPTEMBER, 2005 by Nancy Sanders, as Group Vice President, Operations, National Division of Time Warner Cable Inc., on behalf of the corporation, who is personally known to me or who has produced as identification.

N/A
Serial number
My Commission Expires
07/24/2009
Commission expiration date

Janice S. Martin
Signature
JANICE S. MARTIN
Print name

AFFIX SEAL:

3384721.08 - 7/22/05



**REDACTED
VERSION:**

**BULK CABLE
TELEVISION
SERVICE AND
EASEMENT
AGREEMENT**

BULK CABLE TELEVISION SERVICE AND EASEMENT AGREEMENT

THIS AGREEMENT is made effective as of August 8, 2005 by **TREVISO BAY DEVELOPMENT, LLC** ("DEVELOPER"), a Delaware limited liability company, whose post office address is 19275 W. Capitol Drive, Suite 100, Brookfield, WI 53045, and **TIME WARNER CABLE INC**, a Delaware corporation, through its National Division, d/b/a Time Warner Cable ("TIME WARNER CABLE"), with a place of business at 1610 40th Terrace SW, Naples, Florida 34116.

IN CONSIDERATION of the terms hereof, and for other good and valuable consideration received, the parties agree as follows:

Section 1. Warranty of Authority. As of the date of this Agreement, DEVELOPER represents and warrants that it (i) is a duly constituted legal entity qualified under the laws of the State of Florida to transact business in Florida, (ii) has the fully authority and power to enter into and perform this Agreement, (iii) owns the land, which Developer intends to be sold as lots, upon which individual residential dwelling units will be located within the planned unit development known as **TREVISO BAY** (the "Property"), consisting of up to one thousand two hundred (1200) residential units, as described in the easement attached hereto as Exhibit 1 and in the plat thereof recorded in the public records of Collier County, Florida, and (iv) has the authority and power to make and bind itself under this Agreement and to convey and enforce the easement and rights to be granted to **TIME WARNER CABLE** hereunder. DEVELOPER hereby agrees to indemnify and hold **TIME WARNER CABLE** harmless against all claims, losses and damages arising from or related to the inaccuracy or falsity of any of DEVELOPER's representations in this Section 1 of this Agreement and/or in the attached Easement for Cable Television and Communications Service. Notwithstanding anything contained in this Agreement to the contrary, the actual number of units constructed on the Property and subject to this Agreement may be less than 1,200 units. COMPANY does not represent or warrant the actual number of units that will be constructed on the Property, or that will be subject to this Agreement. In addition, COMPANY does not represent or warrant the time frame in which the actual number of units will be constructed on the Property.

Section 2. Exclusive Right to Serve; Duration of Agreement.

2.1 DEVELOPER hereby grants to **TIME WARNER CABLE** the exclusive right to install, construct, operate, maintain, repair, upgrade, replace and remove a cable communications system (the "System"), and to market and deliver the services of the System (the "Services") at the Property. This Agreement shall be effective as of the date first set forth above and shall be for a term of fifteen (15) years from the date that cable television service is first provided to the first completed residential dwelling unit certified for occupancy, within the Property, conveyed to a third-party purchaser on the Property and to which service has been activated.

2.1.1 The term "System" means all wiring, lines, poles, conduits, pipes, converters, amplifiers, splitters, lock boxes, facilities and equipment installed on the Property by **TIME WARNER CABLE** or its agents which are necessary or desirable in its opinion to make the Services available to the residents on the Property.

2.1.2 The term "Services" means those cable television and other entertainment, data and telecommunications services which **TIME WARNER CABLE** elects from time to time in its discretion to offer to residents of the Property, examples of which may include, but not be limited to, multi-channel video programming, movie services, pay and pay-per-view services, shopping services, games services, information services, internet access services, personal computer data networking services, and other communications services. If applicable laws and regulations prohibit DEVELOPER from granting or **TIME WARNER CABLE** from obtaining exclusive rights under this Section 2.1, then such rights automatically shall be deemed non-exclusive to the extent and only for so long as required by such laws and regulations, and DEVELOPER shall not be in breach of this Agreement in connection with its compliance with such laws and regulations.

2.2 DEVELOPER, for the duration of this Agreement, agrees not to seek out or solicit any alternate provider of multi-channel video or high speed data (Internet access) services; provided, however, that during the final six (6) months of this Agreement or the final six (6) months of any renewal of it DEVELOPER shall have the right to seek out or solicit an alternate provider of such services to commence such services upon expiration of this Agreement or any renewal of it. TIME WARNER CABLE shall be entitled to enforce these covenants by action for injunction, in addition to its other remedies. Nothing herein shall preclude residents of the Property from receiving commercial network over-the-air television made available to the general public without charge by commercial broadcast networks or their affiliates or prohibit an individual resident from installing their own satellite dish of 18" or smaller so long as the individual resident understands that they will be required to pay the bulk rate according to this Agreement in addition to any fees charged by the satellite or other provider.

2.3 At the expiration of the initial fifteen (15) year term, this Agreement shall automatically terminate unless both parties agree to renew at least ninety (90) days prior to expiration of this Agreement.

Section 3. Non-Exclusive Easement. DEVELOPER shall, upon recording the Plat for this Property, grant to TIME WARNER CABLE, its successors and assigns for the term of this Agreement, a non-exclusive easement upon, under, over, through and across only those portions of the Property identified on the Plats as Public Utility Easements and within those specific areas of individual lots within the Property, both as determined and identified by the DEVELOPER in its discretion, for ingress and egress for the purpose of constructing, installing, maintaining, operating, repairing, upgrading and removing the System and for providing the Services. TIME WARNER CABLE shall also have access to the Property, along platted roadways within the Property, for the business purposes set forth in this Agreement. Said easement shall be in the form attached hereto as Exhibit 1, shall be deemed to be a covenant running with the land for the term of this Agreement, shall be binding upon all parties hereto, their successors and assigns, and shall terminate upon termination of this Agreement.

Section 4. Installation, Maintenance and Operation of System; Property Damage.

4.1 TIME WARNER CABLE shall be responsible for the installation, maintenance and operation of the System and shall install, maintain and operate the System in accordance with generally accepted engineering and construction practices and in accordance with all applicable laws, rules and regulations. All installation, repairs, maintenance or modifications of the System shall be performed only by TIME WARNER CABLE or its authorized agents. Pre-wiring of cable outlets within each residential unit is not included in TIME WARNER CABLE's installation obligation.

4.2 If TIME WARNER CABLE, or its authorized agents, damages the Property during the course of its performance of this Agreement, then it shall at its sole cost and expense repair any such damage and shall restore any areas of damage to as nearly the condition which existed prior to the damage as practicable. If DEVELOPER, or its agents or contractors damage or destroy the System, then TIME WARNER CABLE will repair or restore the System at the sole cost and expense of DEVELOPER, provided such damage was not caused by the negligent acts or omissions of TIME WARNER CABLE, with such costs and expenses being due and payable to TIME WARNER CABLE within thirty (30) days after written demand by TIME WARNER CABLE. The terms of this Section 4.2 shall survive termination of this Agreement.

4.3 TIME WARNER CABLE shall conduct all activities on only those portions of the Property that TIME WARNER CABLE is granted access in accordance with the terms of this Agreement during regular business hours, except in case of emergency or interruption of service, and shall make reasonable efforts to minimize any disturbance to residents.

4.4 TIME WARNER CABLE represents and warrants that it has, and at all times throughout the term of this Agreement shall maintain, in full force and effect such licenses, permits, approvals and authorizations from applicable governmental agencies as are necessary or required in connection with the installation, use, operation and maintenance of the System.

4.5 Installation of High Speed Data. Pre-wiring of high speed data outlets within each residential unit is not included in TIME WARNER CABLE's installation obligation. DEVELOPER represents that it shall specify in its builder's design guidelines that all pre-wiring shall be in a home run configuration to a central location, and the wiring shall be terminated or connected to a data wall plate prior to scheduling High Speed Data (HSD) installation but the DEVELOPER shall not warrant that its builders will follow the above mentioned specifications. Upon request, TIME WARNER CABLE shall install in each residence one (1) HSD Cable Modem to one (1) stand alone PC using the pre-wired data outlets, at no charge for installation or rental to DEVELOPER or the unit owner. All additional data connections shall be the responsibility of the unit owner. Each additional data modem and IP address requested from TIME WARNER CABLE shall be assessed an additional fee at the current rate of ten and 00/100 Dollars (\$10.00) per month, which shall be billed directly to the unit owner. These connections shall be supported by TIME WARNER CABLE's Online Services (TWOS) up to hardware failure, which shall be the responsibility of the unit owner. All integration shall be unit owner's responsibility. Any additional PC's connected via router shall not be supported by TWOS. The Cable Modem shall be configured with standard residential transfer speeds of approximately two (2) megabits per second download and approximately 384 kilobits per second upload. Throughout rates are only ensured within TWOS's backbone, which will not be held responsible for any speed degradations outside TWOS's WWW point of presence. Each unit owner requesting HSD must agree to the TWOS's standard Terms of Service by executing such agreement at the time of install.

Section 5. Ownership of System.

5.1 TIME WARNER CABLE shall be and remain the sole and exclusive owner of the System, no part of which shall be deemed a fixture or which shall become a part of the Property, excluding internal home wiring and home run wiring. For a period of ninety days after termination of this Agreement, TIME WARNER CABLE shall have the option to remove or abandon in place any or all of its System and shall have access to the Property, only in those locations that TIME WARNER CABLE is granted access to in accordance of the terms of this Agreement, for that purpose. In the event that TIME WARNER CABLE elects to remove the System, or portions thereof, TIME WARNER CABLE, at its sole cost and expense, shall repair any damage and shall restore any areas of damage, cause by such removal, to as nearly the condition which existed prior to the damage as practicable. The terms of this Section 5.1 shall survive expiration or termination of this Agreement.

Section 6. Bulk Services and Charges.

6.1 Subject to DEVELOPER's full and timely payment of the bulk cable television and high-speed data (Internet access) (collectively, the "Bulk Service") service fees provided herein, TIME WARNER CABLE shall activate at no charge up to five (5) pre-wired cable outlets in each of the residential units on the Property for the Bulk Services (as are further set forth in Exhibit 2), or the available substantial equivalent thereof; as such services may be changed by TIME WARNER CABLE from time to time. Should additional outlets be requested, it might be necessary to install amplification equipment; the cost of which shall be paid by the owner of the residential unit. TIME WARNER CABLE is obligated to provide one (1) Digital converter per residential unit under this Agreement. TIME WARNER CABLE is obligated to provide one (1) cable modem per residential unit under this Agreement.

6.2



6.3 DEVELOPER or the Master Association of the Property (defined hereafter) (as directed by the DEVELOPER in its discretion) shall be billed and shall pay TIME WARNER CABLE monthly in advance a fee of [REDACTED] per unit for each of the residential units located on the Property and completed and ready for occupancy, plus applicable sales taxes and franchise fees, for the Bulk Services when activated. TIME WARNER CABLE shall not provide Bulk Services to any model units on the Property and such units shall not be included in the monthly billing statement until sold to an ultimate residential purchaser, unless ordered to do so. All bills shall be due when rendered and if not paid within twenty-five (25) days thereafter shall be subject to late charges of the lesser of one and one-half percent (1.5%) per month or the highest permissible interest rate chargeable under Florida law; provided, however, that the minimum late charge shall be Five Dollars (\$5.00). During any period of occupancy of a residential unit by a hearing impaired or legally blind unit owner who does not occupy the residential unit with a non-hearing impaired or sighted person, said owner may refuse or discontinue Bulk Services without incurring disconnect fees, penalties or subsequent services fees while disconnected, and as to such residential units, the owners and DEVELOPER shall not be required to pay any charges related to such service. Notwithstanding anything contained in this Agreement or the Cable Television and Communication Service Access Agreement or other related agreements to the contrary, the DEVELOPER or Master Association shall only be billed the above fee based on the actual number of units constructed and completed and ready for occupancy on this Property and to which the Bulk Services have been activated.

6.4 The above-stated Bulk Services fee will remain effective for one (1) year after the activation of the first residential dwelling unit certified for occupancy within the Property and conveyed to a third party purchaser and to which Bulk Services has been activated and then shall be subject to annual increases of [REDACTED] percent ([REDACTED]%) of the rate in effect for the prior year, excluding sales taxes and franchise fees, plus any increase in TIME WARNER CABLE's programming costs during the prior year, as certified by TIME WARNER CABLE's Vice President of Finance upon written request from DEVELOPER; provided, however, that no annual increase shall exceed [REDACTED] percent ([REDACTED]%) of the rate in effect during the prior year, excluding sales taxes and franchise fees.

6.5 During the term of this Agreement, TIME WARNER CABLE shall have the right to enter into separate subscription agreements with any residents for any services in addition to the Bulk Services provided over the System by TIME WARNER CABLE, including additional hardware and software, such as remote control devices, converters or VCR connections, etc.; TIME WARNER CABLE shall not have the right to enter into such agreements after the expiration or termination of this Agreement. DEVELOPER and the Master Association shall not be responsible for any fees or charges resulting from such additional services. TIME WARNER CABLE shall directly bill the individual subscriber for these services. Service calls made by TIME WARNER CABLE at the request of an individual subscriber for service not related to any malfunction of TIME WARNER CABLE's System shall be billed to the individual subscriber in accordance with TIME WARNER CABLE's franchise rates.

6.6 If additional programming services beyond those set forth in Exhibit 2 hereafter become available to TIME WARNER CABLE, then, subject to TIME WARNER CABLE's deployment schedule and depending upon technical feasibility, TIME WARNER CABLE will make those services available to DEVELOPER, provided that the parties are able to agree on the additional charges to be paid therefor. Any such agreement shall be in writing and executed by the parties.

6.7 TIME WARNER CABLE shall not charge an installation fee for the first activation of Bulk Services to any residential unit on the Property.

6.8(a) TIME WARNER CABLE shall install and provide DEVELOPER with [REDACTED] a community service channel which will preempt one of the programming channels set forth on Exhibit 2 to be selected at TIME WARNER CABLE's discretion. DEVELOPER shall be responsible for all maintenance, repair or replacement of the equipment. TIME WARNER CABLE will assign its rights under any manufacturer's warranty on said equipment to DEVELOPER.

6.8(b) TIME WARNER CABLE shall not be responsible for any programming or content transmitted by DEVELOPER on DEVELOPER's exclusive community channel or channels. DEVELOPER covenants that it shall not use the exclusive community channels provided for hereunder in any manner which would violate federal, state or local laws or regulations. DEVELOPER hereby agrees to indemnify and hold TIME WARNER CABLE, and its affiliates, harmless against all claims, liability or damages incurred by TIME WARNER CABLE whatsoever arising from DEVELOPER's use of the exclusive community channels, including, without limitation, liability for intellectual property rights infringements (copyright violations, etc.), defamation or obscenity law violations. The provisions of this Section 6.8(b) shall survive the expiration or termination of this Agreement. DEVELOPER agrees to allow TIME WARNER CABLE reasonable air-time access to the community channel not to exceed 10% of total air time.

6.8(c)

TIME WARNER CABLE shall be responsible for maintenance and repair of the equipment upon DEVELOPER's written request for a period of ninety (90) days after installation of the equipment; thereafter, DEVELOPER shall be responsible for all maintenance, repair and replacement of the equipment. TIME WARNER CABLE will assign its rights under any manufacturer's warranty on said equipment to DEVELOPER.

6.9 DEVELOPER hereby agrees to indemnify and hold TIME WARNER CABLE, and its affiliates, harmless against all claims, liability or damages whatsoever incurred by TIME WARNER CABLE arising from [REDACTED]. The provisions of this Section 6.9 shall survive termination of this Agreement.

Section 7. Default and Remedies. If any party shall continue to be in breach of this Agreement for thirty (30) days after written notice thereof, then, without further notice, the other party may terminate this Agreement and/or pursue any and all rights and remedies available to it, whether at law or in equity. In addition, TIME WARNER CABLE shall have the right to terminate this Agreement for DEVELOPER's failure to timely pay the Bulk Service charges set forth in Section 6. Subject to Section 8, DEVELOPER and/or the Master Association shall have the right to terminate this Agreement if TIME WARNER CABLE fails to provide the Services in accordance with this Agreement for a period in excess of two business days. All rights, privileges and remedies of the parties are cumulative, and the exercise of any one shall not be a waiver of any other. Any party may waive any provision, breach or default of this Agreement, but no waiver shall be valid unless written and signed by the party giving the waiver. No such waiver shall be deemed a waiver of any other provision or of any subsequent breach or default of similar nature. If any party is found to have violated the terms of this Agreement by a court of competent jurisdiction, the prevailing party in such an action shall be entitled to reimbursement by the losing party of all costs of litigation, including, but not limited to, court costs and reasonable attorneys' fees, including such costs and fees in any appellate proceeding.

Section 8. Force Majeure. No party to this Agreement shall be in breach of contract or liable for damages under this Agreement due to delay or failure to perform any obligation under this Agreement if such delay or failure results directly or indirectly from circumstances beyond that party's control. This Section 8 shall not apply to payment of monies due.

Section 9. Notices. All notices or communications between the parties shall be in writing and be served by certified mail or personal delivery at the addresses set forth above, or to such other addresses as may be designated by any party.

Section 10. Authority to Execute. Each individual executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so, and that this Agreement and all transactions contemplated hereby have been properly authorized by all necessary actions of the party represented, and that this Agreement constitutes a valid and binding obligation of the party represented.

Section 11. Controlling Law; Severability. This Agreement shall be controlled by Florida law, except where superseded by federal law. Venue for any action relating to this Agreement shall be where the Property is located. If any term of this Agreement is declared to be void or unenforceable by a court of competent jurisdiction, the other terms of the Agreement shall remain in effect and fully enforceable.

Section 12. Integration; Modification; Assignability; Further Assurances. Except for the Cable Television and Communications Service Access Agreement between the parties, this document constitutes the entire agreement between the parties concerning this subject and supersedes all prior agreements and understandings on the same subject, whether written or oral. No modification of this Agreement shall be enforceable unless in writing and executed by the parties or their successors. The conditions, restrictions and provisions contained in this Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement shall be assignable by both parties upon ninety (90) days prior written notice. If additional actions or the exchange of additional information and documents between the parties is necessary to carry out the intent of this Agreement, the parties agree to take such additional actions and to cooperate with each other in such exchange provided that these actions do not limit or otherwise modify the rights of either party under this Agreement. In the event of assignment as a result of a merger, sale, acquisition (or other similar transaction) of TIME WARNER CABLE in which another party assumes the right and obligations of TIME WARNER CABLE, the terms and conditions of this Agreement shall remain unchanged and shall not be modified without the express written consent of DEVELOPER. Promptly upon the creation, at any time, of a resident-controlled homeowners association for the Property (the "Master Association"), DEVELOPER shall assign all of its rights and delegate all of its duties under this Agreement to the Master Association and shall cause the Master Association to assume this Agreement and all of DEVELOPER's rights and obligations hereunder. Upon DEVELOPER's assignment of this Agreement to the Master Association, DEVELOPER promptly will provide TIME WARNER CABLE with the name, address, telephone, facsimile, and contact name of the contact with the Master Association. Upon the Master Association's written assumption of all of DEVELOPER's obligations and duties under this Agreement, DEVELOPER will be relieved and released of any further liability or obligations to TIME WARNER CABLE attributable to periods from and after the effective date of such assumption.

Section 13. Permits and Approval Contingency; Commencement of Construction Contingency

Notwithstanding anything contained in this Agreement, the Cable Television Communication Service Access Agreement and related agreements to the contrary, the obligations of DEVELOPER under this Agreement and the rights granted to TIME WARNER CABLE under this Agreement are contingent upon DEVELOPER receiving all federal, state, county and local permits and approvals for development and construction of the Property. DEVELOPER shall provide TIME WARNER CABLE with written notice upon receipt of all such permits and approvals and start of construction of development of the Property. TIME WARNER CABLE further shall not interfere in any manner with COMPANY's development activities at the Property. Upon receipt of such notice TIME WARNER CABLE shall use commercially reasonable efforts to cooperate with DEVELOPER to coordinate the installation of the System with the DEVELOPER's construction activities. TIME WARNER CABLE shall not be required to expend any monies or conduct any construction until such time as (i) it has received such notice from DEVELOPER, (ii) the parties agree upon a construction plan and schedule, and (iii) it determines that it has appropriate easement and access rights to the Property. In the event DEVELOPER provides TIME WARNER CABLE with notice that it has not obtained permits and approvals and will not commence development of the Property this Agreement shall automatically terminate and all rights and obligations of both parties shall be null and void. In such event TIME WARNER CABLE shall have no claim against DEVELOPER for damages (actual or consequential) or lost profits or other similar claims or charges as a result of the termination of this Agreement.

Section 14. LIMITATION OF WARRANTIES AND DAMAGES; Indemnification by TIME WARNER CABLE

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, TIME WARNER CABLE MAKES NO REPRESENTATIONS OR WARRANTIES--EXPRESS OR IMPLIED-- REGARDING THE SYSTEM OR THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED BY TIME WARNER CABLE AND WAIVED BY DEVELOPER. NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY UNDER THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. TIME WARNER CABLE shall indemnify and hold DEVELOPER and the Master Association harmless from any loss, claims, liabilities or other damages incurred by them as a result of any third party's claim relating to TIME WARNER CABLE's installation of the System and/or the provision of the Services as set forth in this Agreement; provided that DEVELOPER or Master Association grants TIME WARNER CABLE sole control over the defense and settlement of such claim and provided that they provide TIME WARNER CABLE with prompt written notice of such claim as soon as possible. TIME WARNER shall name the DEVELOPER and the Master Association as an additional insured on any policies of insurance held by TIME WARNER related to the activities under this Agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first set forth above.

TREVISO BAY DEVELOPMENT, LLC.
a Delaware limited liability company

By: Vincent Kuttemperoor
Vincent Kuttemperoor

As: President

19275 W. Capitol Drive
Suite 100
Brookfield, WI 53045

[Signature]
Witness

SANDY KUTTEMPEROOR
Print witness name

[Signature]
Witness

ATAY KUTTEMPEROOR
Print witness name

STATE OF WISCONSIN

COUNTY OF WAUKESHA

The foregoing instrument was acknowledged before me this 12th day of AUGUST, 2005, by Vincent Kuttemperoor, as President of **TREVISO BAY DEVELOPMENT, LLC.**, a Delaware limited liability company, on behalf of the corporation, who is [] personally known to me or who has [] produced _____ as identification.

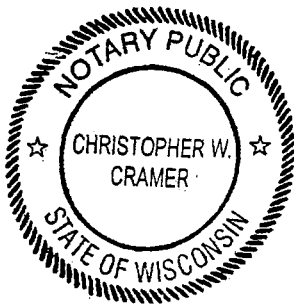
Serial number

IS PERMANENT
Commission expiration date

[Signature]
Signature

CHRISTOPHER W. CRAMER
Print name

AFFIX SEAL:



(Handwritten initials)

TIME WARNER CABLE INC., a Delaware corporation, through its National Division, d/b/a Time Warner Cable

By: *Nancy Sanders*
NANCY L. SANDERS

As: Group Vice President, Operations, National Division

160 Inverness Drive West, Suite 300
Englewood, Colorado 80112

Marty Radch
Witness

Marty Radch
Print witness name

Merlene G. Wells
Witness

Merlene G. Wells
Print witness name

STATE OF COLORADO
COUNTY OF ARAPAHOE

The foregoing instrument was acknowledged before me this 22ND day of SEPTEMBER, 2005 by Nancy Sanders, as Group Vice President, Operations, National Division of Time Warner Cable Inc., on behalf of the corporation, who is personally known to me.

N/A
Serial number
My Commission Expires
07/24/2009
Commission expiration date

Janice S. Martin
Signature
JANICE S. MARTIN
Print name

AFFIX SEAL:



EXHIBIT 1

EASEMENT FOR CABLE TELEVISION AND COMMUNICATIONS SERVICE

Parcel ID No. _____
Grantor's Tax ID No. _____
Grantee's Tax ID No. _____

COPY

NOT FOR
RECORDING

Commercial Development
Time Warner Cable <==RETURN TO
1610 - 40th Terrace SW
Naples, Florida 34116
941-455-2363

SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA

EASEMENT FOR CABLE TELEVISION AND COMMUNICATIONS SERVICE

THIS EASEMENT DEED is made and delivered on August 8, 2005 by **TREVISO BAY DEVELOPMENT, LLC.** (hereinafter referred to as **GRANTOR**), a Delaware limited liability Company, whose post office address is 19275 W. Capitol Drive, Suite 100, Brookfield, WI 53045, to **TIME WARNER CABLE INC.** (hereinafter referred to as **GRANTEE**), a Delaware corporation, through its National Division, d/b/a Time Warner Cable, with a place of business at 1610 - 40th Terrace SW, Naples, Florida 34116.

GRANTOR, in consideration of GRANTEE's covenants and promises contained in the Bulk Cable Television and Communications Service and Easement Agreement entered into by the parties contemporaneously herewith and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, with respect to the following described land situated in Collier County, Florida:

SEE EXHIBIT 1 ATTACHED HERETO AND INCORPORATED HEREIN.

HEREBY GRANTS to GRANTEE, its agents, successors and assigns, upon recording of the Plat for the Property, a non-exclusive easement for the term of the Bulk Cable Television and Communications Service and Easement Agreement upon, under, over and across only those portions of the above-described Property identified on the Plat as Public Utility Easements for ingress and egress for the purpose of constructing, installing, maintaining, operating, repairing, replacing, relocating, upgrading GRANTEE's cable television and other communications facilities (including, without limitation, wires, conduits, connectors and related equipment) installed or to be installed from time to time; together with the right to reconstruct, improve, add to and remove any such facilities in such designated areas, and for the purposes of marketing and delivering the cable television and communications services available through such facilities. No part of such system shall be deemed to be a fixture of or affixed to the real property.

In addition, GRANTEE shall have such rights with respect to any utility easements shown on any recorded plat as are set forth in Section 177.091(29), Florida Statutes (1995), as such statute may be amended from time to time.

GRANTEE's use of said easements shall not interfere with existing structures on the Property and GRANTEE shall at all times cooperate with GRANTOR, public utilities and other authorized parties with respect to shared use of this non-exclusive easement.

This easement shall be for the benefit of GRANTEE and its lawful successors and assigns and shall be binding upon GRANTOR and its lawful successors and assigns. It is the express intent of the parties that this easement shall terminate upon termination of the Bulk Cable Television Service and Easement Agreement.

GRANTOR hereby represents to GRANTEE that GRANTOR is the legally constituted entity which has authority pursuant to Florida law to grant this easement and that GRANTOR has good right and legal authority to grant the described interest in land; and that this grant complies with GRANTOR's articles of incorporation, by-laws and all applicable declarations, covenants and restrictions pertaining to the above-described land, as recorded in the public records of Collier County, Florida.

IN WITNESS WHEREOF, GRANTOR has executed and delivered this easement deed in its name and has affixed its seal hereto, by its proper officers, duly authorized to do so, before the undersigned witnesses, on the date first written above.

NOT FOR RECORDING COPY

GRANTOR hereby represents to GRANTEE that GRANTOR is the legally constituted entity which has authority pursuant to Florida law to grant this easement and that GRANTOR has good right and legal authority to grant the described interest in land; and that this grant complies with GRANTOR's articles of incorporation, by-laws and all applicable declarations, covenants and restrictions pertaining to the above-described land, as recorded in the public records of Collier County, Florida.

IN WITNESS WHEREOF, GRANTOR has executed and delivered this easement deed in its name and has affixed its seal hereto, by its proper officers, duly authorized to do so, before the undersigned witnesses, on the date first written above.

TREVISO BAY DEVELOPMENT, LLC.
a Delaware limited liability company

By: Vincent Kuttemperoor
Vincent Kuttemperoor

As: President

19275 W. Capitol Drive
Suite 100
Brookfield, WI 53045 -

[Signature]
Witness

SANDY KUTTEMPEROOR
Print witness name

[Signature]
Witness

AJAY KUTTEMPEROOR
Print witness name

STATE OF WISCONSIN

COUNTY OF WAUKESHA

The foregoing instrument was acknowledged before me this 12th day of AUGUST, 2005, by Vincent Kuttemperoor, as President of TREVISO BAY DEVELOPMENT, LLC., a Delaware limited liability company, on behalf of the corporation, who is personally known to me or who has produced as identification.

Serial number

[Signature]
Signature

IS PERMANENT
Commission expiration date

CHRISTOPHER W. CRAMER
Print name

AFFIX SEAL:

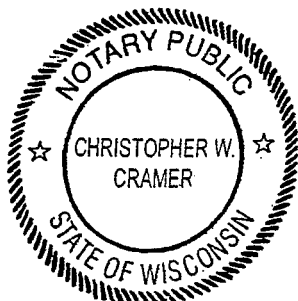


EXHIBIT 2

PROGRAMMING SERVICES

Channel

Broadcast

Basic Cable

2	WBBH (NBC) Fort Myers
3	WFCU (PBS) Fort Myers
4	WFTX (FOX) Cape Coral
5	WINK (CBS) Fort Myers
6	WTVK (WB) Naples
7	WZVN (ABC) Naples
8	WEVU (IND) Fort Myers
9	C-Span
10	C-Span2
11	Community Info
12	WRXY (IND)
13	TV Guide Channel
15	PAXtv
16	Collier County Government Access
18	WGN (IND) Chicago
20	Collier County Education Access
23	Information Channel

Standard Cable

24	QVC
25	Home Shopping Network
26	ESPN Classic
27	ESPN
28	ESPN2
29	Discovery Channel
30	History Channel
31	TNT
32	CNN
33	Lifetime
34	American Movie Classics
35	BRAVO
36	VH-1
37	Sunshine Network
38	The Travel Channel
39	EWTV
40	MSNBC
41	The Learning Channel
42	ABC Family
43	Fox Sports Florida

Channel

Broadcast

44	USA Network
45	Country Music TV
46	Comedy Central
47	Nickelodeon
48	Univision
49	E! Entertainment TV
50	Cartoon Network
51	TBS
52	The Weather Channel
53	FX
54	Home and Garden TV
55	The Golf Channel
56	Sci-Fi Channel
57	Spike TV
58	A&E
59	CNN Headline News
60	Fox News
61	MTV
62	Food Network
63	CNBC
64	Animal Planet
65	Court TV
66	Hallmark
67	FIT TV
68	BET
69	Inspirational Network
70	Digital Help Channel
71	TV Land
72	ShopNBC
73	Oxygen
74	WE Women's Entertainment
76	The Disney Channel
77	Telemundo
98	Community Services Channel
99	Community Surveillance Channel

EXHIBIT 2

PROGRAMMING SERVICES continued

<u>Channel</u>	<u>Broadcast</u>	<u>Channel</u>	<u>Broadcast</u>
<u>Digital Variety</u>			
102	GSN	135	SCIENCE CHANNEL
103	OVATION	136	DISCOVERY HEALTH
104	BET ON JAZZ	137	DISCOVERY HOME CHANNEL
105	TURNER CLASSIC MOVIES	138	DISCOVERY TIMES
106	STYLE NETWORK	139	DISCOVERY WINGS
107	TOON DISNEY	140	BBC AMERICA
108	TRIO	141	BLOOMBERG
109	MTV2	142	NATIOINAL GEOGRAPHIC
110	NOGGIN	143	HISTORY
111	LIFETIME MOVIE NETWORK	144	INTERNATIONAL BIOGRAPHY
112	FUSE	145	INDEPENDENT FILM CHANNEL
114	VH-1 CLASSICS		SPEED CHANNEL
115	GOODLIFE TV	162	ESPNEWS
116	I-LIFE TV	163	OUTDOOR CHANNEL
117	NICK GAS	166	OUTDOOR LIFE
120	D-I-Y	167	FOX SPORTS WORLD
121	FINE LIVING	168	WGCU- PBS KIDS*
127	G4TECHTV	209	WGCU- STD*
133	NEWSWORLD	210	WFKN- WGCU*
134	INTERNATIONAL DISCOVER KIDS	211	(*6:00 A.M. to NOON)

Digital Music

<u>Channel</u>	<u>Broadcast</u>	<u>Channel</u>	<u>Broadcast</u>
901	SHOWCASE	925	SOLID GOLD OLDIES
902	TODAY'S COUNTRY	926	SINGERS & STANDARDS
903	CLASSIC COUNTRY	927	BIG BAND & SWING
904	BLUEGRASS	928	EASY LISTENING
905	R&B AND HIP HOP	929	SMOOTH JAZZ
906	CLASSIC R&B	930	JAZZ
907	SMOOTH R&B	931	BLUES
908	R&B HITS	932	REGGAE
909	RAP	933	SOUNDSCAPES
910	METAL	934	CLASSIC MASTERPIECES
911	ROCK	935	OPERA
912	ARENA ROCK	936	LIGHT CLASSICAL
913	CLASSIC ROCK	937	SHOW TUNES
914	ALTERNATIVE	938	CONTEMPORARY
915	RETRO-ACTIVE		CHRISTIAN
916	ELECTRONICA	940	RADIO DISNEY
917	DANCE	941	SOUNDS OF THE SEASON
918	ADULT ALTERNATIVE	942	MUSICA URBANA
919	SOFT ROCK	943	SALSA Y MERENGUE
920	HIT LIST	944	ROCK 'EN ESPANOL
921	PARTY FAVORITES	945	POP LATINO
922	90'S	946	MEXICANA
923	80'S	947	AMERICANA
924	70'S		
948			

**REDACTED
VERSION:**

**ESTIMATED
ABSORPTION
SCHEDULE**

Treviso Bay Development LLC

- Estimated absorption schedule

HOMES TO USERS

<u>2005 Prices:</u>	<u>Sales Price</u>	<u># of Units</u>	<u>Total</u>
# of units:			
Coach Homes (4 Unit Bldg) A TW			120
Attached villas (2 unit bldgs x 150) A R&D			100
Detached Villa #1 (60 x 130) A TW			76
Detached Villa #2 (70 x 165) A R&D			42
Detached Villa #3 (80 x 170) B			149
Executive Homes (100x 180) C			43
Executive Homes - builders (100x 180) C			15
Executive Homes - End Users (100x 180) C			13
Lux. Estate Homes - Builders (150 x 180) C			5
Lux. Estate Homes - End Users (150 x 180) C			6
Lux. Estate Homes (150 x 180) D			47
Mid Rise Mady C			198
Mid Rise Future B			98
Mid Rise D			288
Total			1,200

REDACTED

**REDACTED
VERSION:**

**MISCELLANEOUS
CORRESPONDENCE**

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Tuesday, January 02, 2007 10:24 AM
To: 'Chris Cramer'
Subject: FW: Treviso proposal for cable services 1-14-05

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Tuesday, March 22, 2005 11:20 AM
To: Sanjay Kuttemperoor
Subject: RE: Treviso proposal for cable services 1-14-05

Sanjay, I don't want to put any pressure on you to make a decision but I did want you to know that I'll be out of the office Thursday through Monday so if you need anything from me in order for you to make a decision you'll have to let me know. Do you think there's any chance you might come to a decision by tomorrow because I would love to pass on some good news before I leave for the weekend. :o)

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

-----Original Message-----

From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Sunday, March 20, 2005 4:46 PM
To: Mello, Nikki
Cc: cgray@vkdevelopment.com
Subject: FW: Treviso proposal for cable services 1-14-05

Hello Nikki:

I am still reviewing the information and will get back to you shortly. Thank you for your patience.

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Chris Gray [mailto:chrisgray101@comcast.net]
Sent: Monday, March 14, 2005 1:06 PM
To: 'Sanjay Kuttemperoor'
Subject: FW: Treviso proposal for cable services 1-14-05

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Monday, March 14, 2005 11:43 AM
To: chrisgray101@comcast.net
Subject: RE: Treviso proposal for cable services 1-14-05

Good morning Chris. I'm working on your final proposal right now and the financial model I was telling you about is very tight. As it stands I can agree to pay a [REDACTED] door fee for any bulk package you choose (including just Bulk Basic) on a quarterly basis for those units that have received a CO and been activated with cable service; however I would like to do better than that. [REDACTED]

[REDACTED] I think a bulk package included in the maintenance fee to your future residents would be a real benefit for the market you plan on targeting. When you consider that the resident would have a "turn key" telecommunications home (cable and internet) for only slightly more than what they would pay for basic only service on a retail basis it's really a huge advantage and selling point for your property.

As I mentioned Miromar and I believe Estuary are both bulk bundled properties as well as Veranda in Ft. Myers. We're also in the process of renegotiating with some of our properties to upgrade their current bulk package to include ancillary services as part of their bulk billing. Unfortunately I can't mention them by name because it's an active negotiation but I will tell you that one of them is a very large property located in Naples and that they contacted us about adding more services to their bulk package at the request of the residents.

So my question to you is, now that you've had some time to consider the options, are you leaning more towards a Bulk Basic only or a bundled package with Bulk Basic, Road Runner and Digital? [REDACTED]

Another added advantage to bulking Road Runner would be a vanity email address. I just got this approved for you in my effort to make our proposal stand out in front of our competitions. For the size property that you'll have it's a great way for Treviso to stand out among the others and brand the name Treviso and VK Development. Email addresses at Treviso would look something like cgray@treviso.com.

So, in closing, let me know if you're planning to bundle your bulk package with Road Runner and Digital so that I can plan to include a vanity email address for the property [REDACTED]

Remember the other points that I gave you where VK can make and save money though:

- The rate we negotiate today will be the initial rate upon first activation and the first rate increase would be twelve months after that date
- TW will only add a unit on to the main bulk billing account once it has actually been activated (not just when it's received a CO)
- TW always adds units as of the first of the following month after activation so there's no confusion with prorating, etc.
- [REDACTED]
- [REDACTED]
- TW will also assign a Bulk Account Manager who will work with your property to coordinate installations and ancillary services for those residents who request them as an added convenience for you and your future residents

I'll wait to hear from you on your decision for a service package and then I'll get a modified proposal to you in writing so that you can make your final decision. Let me know if you have any questions in the meantime. Thanx.

Nikki Mello
 Time Warner Cable
 1610 SW 40th Terrace
 Naples, Florida 34116

239-354-1531 (Fax)



March 14, 2005

Chris Gray
VK Development

sent via email to chrisgray101@comcast.net

RE: Modified Proposal for service to Treviso in Naples, Florida

Dear Chris:

Pursuant to our telephone conversation today I'd like to present this modified proposal for bulk service options for your future residents at Treviso.

Option 1 – Bulk Standard Basic Service with Digital Variety Package and Road Runner High-Speed Internet

- 1) **Standard Basic Service** (see attached channel line-up) would be activated to up to five pre-wired outlets in each unit free of charge. It is at the time of activation (after Certificate of Occupancy has been issued) when the unit is added to the main bulk billing account.
- 2) One Digital cable box would be installed in each unit with Time Warner's **Digital Variety Package** (see attached line-up).
- 3) One **Road Runner High-Speed Internet** connection would be provided to each unit.
- 4) The combined monthly rate for the Standard Basic Service with the Digital Variety Package and Road Runner would be only [REDACTED] plus applicable taxes and fees [REDACTED]
- 5) Time Warner would also like to offer a wiring reimbursement fee to VK Developers in the amount of [REDACTED] per unit, for a total of [REDACTED], to be paid on a quarterly basis for those units that have received a Certificate of Occupancy and have been activated with cable service.
- 6) Annual increases would be only [REDACTED] (plus additional programming costs, if any), providing that no increase exceeds [REDACTED] in any one year.
- 7) The initial term of the Agreement would be for fifteen years.
- 8) Time Warner will provide a complete design including labor and materials to build the entire cable distribution system to serve the units and the general property site at no charge to VK Development.

- 9) Time Warner will provide complete 24 hour technical service and maintenance of the entire system.
- 10) Ancillary services would be subscribed by and billed directly to the residents (i.e. additional Digital Service, Pay Per View, etc.).
- 11) Time Warner will provide [REDACTED]
[REDACTED]
- 12) Time Warner will provide insertion points for a **Community Channel** and a **surveillance channel** for the property's exclusive use. Your residents will be able to turn to a channel to view information programmed by your staff (i.e. welcome a new resident, advise of pool closing times for maintenance, promote an event being held at the clubhouse, etc.) or another channel to see who is at the front gate (or wherever you choose to put your cameras). [REDACTED]
[REDACTED]
- 13) Time Warner would provide a vanity email address exclusive to Treviso that would look something like **cgray@treviso.com**

Option 2 – Bulk Standard Basic Service with Digital Variety Package

- 1) **Standard Basic Service** (see attached channel line-up) would be activated to up to five pre-wired outlets in each unit free of charge. It is at the time of activation (after Certificate of Occupancy has been issued) when the unit is added to the main bulk billing account.
- 2) One Digital cable box would be installed in each unit with Time Warner's **Digital Variety Package** (see attached line-up).
- 3) The combined monthly rate for the Standard Basic Service with the Digital Variety Package would be only [REDACTED] plus applicable taxes and fees [REDACTED]
[REDACTED]
- 4) Time Warner would also like to offer a wiring reimbursement fee to VK Developers in the amount of [REDACTED] per unit, for a total of [REDACTED] to be paid on a quarterly basis for those units that have received a Certificate of Occupancy and have been activated with cable service.

All other bullet points 6-12 in Option 1 would apply to Option 2 as well

Option 3 – Bulk Standard Basic Service with Road Runner High-Speed Internet

- 1) **Standard Basic Service** (see attached channel line-up) would be activated to up to five pre-wired outlets in each unit free of charge. It is at the time of activation (after Certificate of Occupancy has been issued) when the unit is added to the main bulk billing account.
- 2) One **Road Runner High-Speed Internet** connection would be provided to each unit.
- 3) The combined monthly rate for the Standard Basic Service with the Road Runner High-Speed Internet would be only [REDACTED] plus applicable taxes and fees [REDACTED]
[REDACTED]
- 4) **Time Warner** would also like to offer a wiring reimbursement fee to VK Developers in the amount of [REDACTED] per unit, for a total of [REDACTED] to be paid on a quarterly basis for those units that have received a Certificate of Occupancy and have been activated with cable service.

All other bullet points 6-13 in Option 1 would apply to Option 3 as well

As you can see I highlighted in red what has been modified to make reviewing this proposal easier for you. If you have any questions or comments please call me to discuss. We look forward to doing business with VK Development and hope that we've provided all the information you need to make an informed decision as to who would be the best cable provider for your future residents, guests and staff at Treviso. I look forward to hearing from you soon.

Sincerely,

Nikki Mello
Time Warner Cable

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Tuesday, January 02, 2007 10:23 AM
To: 'Chris Cramer'
Subject: FW: Treviso modified proposal

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Chris Gray [mailto:chrisgray101@comcast.net]
Sent: Monday, March 14, 2005 7:00 PM
To: 'Sanjay Kuttemperoor'
Subject: FW: Treviso modified proposal

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Monday, March 14, 2005 4:13 PM
To: chrisgray101@comcast.net
Subject: Treviso modified proposal

Here's our modified proposal for your review Chris. I'm very pleased that I was able to get [REDACTED] as well as getting a vanity email address for the property. If you choose a package with bulk Road Runner you'd be also branding Treviso with their own exclusive email address for every single resident within the property.

It's my suggestion that if you're looking at the package that includes Basic with Road Runner you should consider the "turn key" package with Basic, Road Runner and Digital service because it's only a difference of [REDACTED] and provides you with the advantage of telling your future residents that they're all set with "expanded" cable and internet service for their move in. Their installation is completely hassle free and free of charge. What more could you ask?

As the attached proposal states please call me directly if you have any questions or comments on this modified proposal. I hope I've given you more than enough information for you to make an informed decision and I hope to hear from you soon!

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Tuesday, January 02, 2007 10:24 AM
To: 'Chris Cramer'
Subject: FW: Treviso proposal for cable services 1-14-05

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Monday, March 21, 2005 8:09 AM
To: Sanjay Kuttemperoor
Subject: RE: Treviso proposal for cable services 1-14-05

Thank you for the heads up Sanjay. You did get my modified proposal right? If there are any questions you have for me please feel to call me directly at the office or on my cell, 777-2134. I hope to hear from you soon.

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

-----Original Message-----

From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Sunday, March 20, 2005 4:46 PM
To: Mello, Nikki
Cc: cgray@vkdevelopment.com
Subject: FW: Treviso proposal for cable services 1-14-05

Hello Nikki:

I am still reviewing the information and will get back to you shortly. Thank you for your patience.

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Chris Gray [mailto:chrisgray101@comcast.net]
Sent: Monday, March 14, 2005 1:06 PM
To: 'Sanjay Kuttemperoor'
Subject: FW: Treviso proposal for cable services 1-14-05

From: Mello, Nikki [mailto:nikki.mello@twcable.com]

Sent: Monday, March 14, 2005 11:43 AM
To: chrisgray101@comcast.net
Subject: RE: Treviso proposal for cable services 1-14-05

Good morning Chris. I'm working on your final proposal right now and the financial model I was telling you about is very tight. As it stands I can agree to pay a [REDACTED] door fee for any bulk package you choose (including just Bulk Basic) on a quarterly basis for those units that have received a CO and been activated with cable service; however I would like to do better than that. [REDACTED]

[REDACTED]. I think a bulk package included in the maintenance fee to your future residents would be a real benefit for the market you plan on targeting. When you consider that the resident would have a "turn key" telecommunications home (cable and internet) for only slightly more than what they would pay for basic only service on a retail basis it's really a huge advantage and selling point for your property.

As I mentioned Miromar and I believe Estuary are both bulk bundled properties as well as Veranda in Ft. Myers. We're also in the process of renegotiating with some of our properties to upgrade their current bulk package to include ancillary services as part of their bulk billing. Unfortunately I can't mention them by name because it's an active negotiation but I will tell you that one of them is a very large property located in Naples and that they contacted us about adding more services to their bulk package at the request of the residents.

So my question to you is, now that you've had some time to consider the options, are you leaning more towards a Bulk Basic only or a bundled package with Bulk Basic, Road Runner and Digital? [REDACTED]

Another added advantage to bulking Road Runner would be a vanity email address. I just got this approved for you in my effort to make our proposal stand out in front of our competitors. For the size property that you'll have it's a great way for Treviso to stand out among the others and brand the name Treviso and VK Development. Email addresses at Treviso would look something like cgray@treviso.com.

So, in closing, let me know if you're planning to bundle your bulk package with Road Runner and Digital so that I can plan to include a vanity email address for the property [REDACTED]

Remember the other points that I gave you where VK can make and save money though:

- The rate we negotiate today will be the initial rate upon first activation and the first rate increase would be twelve months after that date
- TW will only add a unit on to the main bulk billing account once it has actually been activated (not just when it's received a CO)
- TW always adds units as of the first of the following month after activation so there's no confusion with prorating, etc.
- [REDACTED]
- TW will also assign a Bulk Account Manager who will work with your property to coordinate installations and ancillary services for those residents who request them as an added convenience for you and your future residents

I'll wait to hear from you on your decision for a service package and then I'll get a modified proposal to you in writing so that you can make your final decision. Let me know if you have any questions in the meantime. Thanx.

Nikki Mello
 Time Warner Cable
 1610 SW 40th Terrace
 Naples, Florida 34116
 239-455-2363 ext 79861 (Office)

239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Tuesday, January 02, 2007 10:24 AM
To: 'Chris Cramer'
Subject: FW: Treviso proposal for cable services 1-14-05

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Tuesday, March 29, 2005 11:24 AM
To: Sanjay Kuttemperoor
Cc: cgray@vkdevelopment.com
Subject: RE: Treviso proposal for cable services 1-14-05

Good afternoon gentlemen. I was hoping to hear from you before I left for my long weekend but I don't have any messages so I assume you didn't call. Have you made a decision yet on who will be the best cable provider for Treviso or can you give me an idea as to what is holding up the decision making process? Is there any information that I can add that would help in the process?

Please let me know a status so that I can pass it along to Time Warner.

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

-----Original Message-----

From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Sunday, March 20, 2005 4:46 PM
To: Mello, Nikki
Cc: cgray@vkdevelopment.com
Subject: FW: Treviso proposal for cable services 1-14-05

Hello Nikki:

I am still reviewing the information and will get back to you shortly. Thank you for your patience.

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Chris Gray [mailto:chrisgray101@comcast.net]
Sent: Monday, March 14, 2005 1:06 PM
To: 'Sanjay Kuttemperoor'
Subject: FW: Treviso proposal for cable services 1-14-05

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Monday, March 14, 2005 11:43 AM
To: chrisgray101@comcast.net
Subject: RE: Treviso proposal for cable services 1-14-05

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I'll wait to hear from you on your decision for a service package and then I'll get a modified proposal to you in writing so that you can make your final decision. Let me know if you have any questions in the meantime. Thanx.

Nikki Mello

Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Tuesday, January 02, 2007 10:24 AM
To: 'Chris Cramer'
Subject: FW: Time Warner proposal for Treviso

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Friday, April 01, 2005 6:52 PM
To: 'Mello, Nikki'
Cc: 'Chris Gray'
Subject: RE: Time Warner proposal for Treviso

Hello Nikki:

I appreciate your enthusiasm for our project. I honestly have not had a chance to look at it. I will probably do so mid next week. It would help to get names and numbers of some of the other developers you have worked with. Thanks and have a nice weekend.

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Friday, April 01, 2005 10:05 AM
To: Sanjay Kuttemperoor
Subject: Time Warner proposal for Treviso

It's Friday Sanjay so I have to do my end-of-the-week follow-up and see if you've had a chance to look over the proposals and if, based on those, you were able to make a decision as to who is the best overall cable provider for your future Treviso residents? Of course I'm hoping for some good news to get me through the weekend but if you need more time just let me know that so I can pass it along. :o)

If it helps I'd be happy to provide a couple developers names and contact info that you can call to question about Time Warner. I know you're a bit new to the area and even if you're familiar with a cable operator from another division it's not a guarantee that their reputation is the same from one local market to another. I think we've showed that your business is very important to us and I hope I've done my job in helping you understand what our goals are for our future partnership but if you'd like to ask someone else in your business I can put you in touch with someone. Let me know.

I know you're very busy but I do hope to hear from you today. If there's anything that I can do just let me know. Thanx!

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace

Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Tuesday, January 02, 2007 10:25 AM
To: 'Chris Cramer'
Subject: FW: Time Warner proposal for Treviso

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

-----Original Message-----

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Friday, April 01, 2005 8:48 PM
To: Sanjay Kuttemperoor
Subject: RE: Time Warner proposal for Treviso

Well I see that you work as late as I do Sanjay. Thank you for taking a minute to reply and I will forward you a couple of names and numbers on Monday morning. The first one that comes to mind is Roni Elias from Elias Brothers Communities. I just signed two new projects with him with one more on the way shortly. It may be impossible for you to get in touch with him directly so I'll give you his right hand's number, Rick Mercer. Rick used to work for WCI and has done business with both myself and Comcast and actually did most of the negotiating for the contracts with Elias Brothers so I'm sure he'll have useful feedback for you.

I'm thinking another good reference might be from a company that owns and manages two large properties in Ft. Myers. Del Tura and Tara Woods (as well as several others). I've just negotiated a renewal agreement with them and maybe it'll give you an idea of our commitment to our customers now and throughout our partnership. Not just while we negotiate the initial contracts.

I'll get those numbers for you Monday and hopefully I'll hear from you by the end of the week with some good news. If you have any questions as you go over the modified proposal you know you can call me anytime. Thank you and have a great weekend!

Nikki

-----Original Message-----

From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Fri 4/1/2005 7:52 PM
To: Mello, Nikki
Cc: 'Chris Gray'
Subject: RE: Time Warner proposal for Treviso

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Tuesday, January 02, 2007 10:26 AM
To: 'Chris Cramer'
Subject: FW: Time Warner proposal for Treviso

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Friday, April 15, 2005 6:34 AM
To: 'Mello, Nikki'
Cc: 'Chris Gray'
Subject: RE: Time Warner proposal for Treviso

Please give me a call today Nikki at 262-790-6000.

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Sunday, April 10, 2005 6:06 PM
To: 'Mello, Nikki'
Cc: 'Chris Gray'
Subject: RE: Time Warner proposal for Treviso

Still haven't had time to review...will get to it by the end of this week. Thanks for your patience.

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Monday, April 04, 2005 9:29 AM
To: Sanjay Kuttemperoor
Cc: Chris Gray
Subject: RE: Time Warner proposal for Treviso

Good morning gentlemen. As promised I'd like to give you a couple of different contacts that you are welcome to call and use as a reference for Time Warner to, hopefully, help you in your decision making process.

The first one is a developer in Collier County, Elias Brothers Communities. I recently negotiated two new deals with this gentleman who is essentially the right hand of the owner of the company. I would send you right to Roni Elias, the developer, himself but I know for a fact he is impossible to get in touch with (sound familiar :o). The

person you can call is Rick Mercer, Director of Planning and Development, and he can be reached at 354-2080.

The second reference I'd like to give you today is from a property owner/management company from two of my large properties in Ft. Myers. I've recently renegotiated a renewal with them and last year we upgraded their System to include a Community Channel. Your contact there is Pam Johnson and she can be reached at 312.604-7571.

I could provide another developer reference if you'd like but I know you're busy so you probably don't have time to sit on the phone. Please do feel free to call either or both of these references though.

Have a great day and hopefully we'll talk before the end of the week.

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

-----Original Message-----

From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Friday, April 01, 2005 7:52 PM
To: Mello, Nikki
Cc: 'Chris Gray'
Subject: RE: Time Warner proposal for Treviso

Hello Nikki:

I appreciate your enthusiasm for our project. I honestly have not had a chance to look at it. I will probably do so mid next week. It would help to get names and numbers of some of the other developers you have worked with. Thanks and have a nice weekend.

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Friday, April 01, 2005 10:05 AM
To: Sanjay Kuttemperoor
Subject: Time Warner proposal for Treviso

It's Friday Sanjay so I have to do my end-of-the-week follow-up and see if you've had a chance to look over the proposals and if, based on those, you were able to make a decision as to who is the best overall cable provider for your future Treviso residents? Of course I'm hoping for some good news to get me through the weekend but if you need more time just let me know that so I can pass it along. :o)

If it helps I'd be happy to provide a couple developers names and contact info that you can call to question about Time Warner. I know you're a bit new to the area and even if you're familiar with a cable operator from another division it's not a guarantee that their reputation is the same from one local market to another. I think we've showed that your business is very important to us and I hope I've done my job in helping you understand what our goals are for our future partnership but if you'd like to ask someone else in your business I can put you in touch with someone. Let me know.

I know you're very busy but I do hope to hear from you today. If there's anything that I can do just let me know. Thanx!

Nikki Mello
Time Warner Cable

1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Tuesday, January 02, 2007 10:29 AM
To: 'Chris Cramer'
Subject: FW: Treviso Bay agreements

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Monday, April 25, 2005 1:24 PM
To: Sanjay Kuttemperoor
Subject: RE: Treviso Bay agreements

Thank you for the update. If there's anything you need from me please let me know. Thanx.

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

-----Original Message-----

From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Monday, April 25, 2005 2:51 PM
To: Mello, Nikki
Subject: RE: Treviso Bay agreements

Reviewing the contracts. Will get back to you as soon as I can.

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Thursday, April 21, 2005 3:06 PM
To: Sanjay Kuttemperoor
Subject: Treviso Bay agreements

Sanjay, thank you again for your commitment to Time Warner. I'll do all that I can to ensure that you're always happy with the service that you receive from us. Please know that you can always call me to discuss any issues.

Attached are the bulk agreement and access agreement for Treviso Bay. Please take some time review them paying special attention to the legal entities and addresses that I've used as I just took them from corporate records. If you agree to the terms then just let me know and I'll overnight hard copies to you for signature. We have you execute two originals of each agreement so that, once fully executed, we can return an original back to you for your records.

If you have any questions or issues you'd like to discuss please give me a call or you can redline the agreement and forward it back to me to review. I know you're very busy so whatever you think is easier is fine with me.

I'll get a wiring specifications sheet to forward to you tomorrow from construction however if you or your team has any construction related questions you are welcome to call Mike Sanchez who is the Construction Supervisor here. I'll let him know that we're working out the terms of the agreements so that he can verbally help you with any questions you may have. We can't spend any dollars on your project until we have a fully executed agreement so whatever I can do to help expedite that process please let me know. You can reach Mike at 239-455-2363 ext. 79245. Mike went with me on my initial meeting with Chris so he's familiar with your project.

If there's anything else you think of just let me know. I'll follow-up with you Monday after you've had some time to look over the attached agreements.

Talk to you soon and thank you again!

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

-----Original Message-----

From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Thursday, April 21, 2005 9:00 AM
To: Mello, Nikki
Subject: RE: Treviso modified proposal

I got your message. I do understand that the fee that I have proposed is "precedent setting" with Time Warner...tell your boss that the "precedent setting" theme is applicable to our entire development. No one around with have the same program that our development will have...so Time Warner will definitely want to be associated with it.

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Wednesday, April 20, 2005 2:24 PM
To: Sanjay Kuttemperoor
Subject: RE: Treviso modified proposal

Sanjay, I left you a message earlier and was hoping to be able to call you back today with a definitive answer regarding your request but I just received an email from Dan Wright, our GM, and he's stuck on a conference call and still needs to discuss one item with our VP. He still hopes to get back to me tonight but I have to leave about 4:30 so I wanted to shoot you an email in case you don't hear from me tonight. I did give your number to Dan so you may get a call from him directly as I've stressed the importance of this partnership to all of them many times so he understands my desire to get you a response ASAP.

Thank you for your patience and I hope you understand that, although this partnership is very important to us, it is taking some time to determine whether your request works with this deal. I've already told you that I had on the table our best offer [REDACTED] [REDACTED] That's why it's out of my hands and I'm fighting for it with the "powers that be" because you told me that it was necessary to get the deal done. If you can think of anything else that would get the deal done that is more within my power to grant please let me

know. :o) Otherwise bear with me as I continue to negotiate on your behalf with Time Warner. One more day and I should be able to put something in writing for you and hopefully it will be attached to a contract for you to sign.

If you need anything before you hear from me again my private cell number is [REDACTED]. Talk to you soon.

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

-----Original Message-----

From: Mello, Nikki
Sent: Friday, April 15, 2005 8:46 AM
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Subject: FW: Treviso modified proposal

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
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To: 'chrisgray101@comcast.net'
Subject: Treviso modified proposal

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239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Tuesday, January 02, 2007 10:29 AM
To: 'Chris Cramer'
Subject: FW: Treviso Bay agreements

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Wednesday, April 27, 2005 7:57 AM
To: Sanjay Kuttemperoor
Cc: cgray@vkdevelopment.com
Subject: RE: Treviso Bay agreements

8a.m. is fine. I'll see you then.

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

-----Original Message-----

From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Wednesday, April 27, 2005 9:49 AM
To: Mello, Nikki
Cc: cgray@vkdevelopment.com
Subject: RE: Treviso Bay agreements

How about 8:00 am at our office.

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Wednesday, April 27, 2005 7:14 AM
To: Sanjay Kuttemperoor
Cc: cgray@vkdevelopment.com
Subject: RE: Treviso Bay agreements

Looks like you sent this today so do you want to meet Thursday a.m?

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace

Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

-----Original Message-----

From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]

Sent: Wednesday, April 27, 2005 8:35 AM

To: Mello, Nikki

Cc: cgray@vkdevelopment.com

Subject: RE: Treviso Bay agreements

Nikki:

Do you have time to meet tomorrow morning in our office to discuss the agreements.

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Tuesday, January 02, 2007 10:30 AM
To: 'Chris Cramer'
Subject: FW: Treviso Bay redlines

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Wednesday, May 18, 2005 9:22 AM
To: Sanjay Kuttemperoor
Subject: RE: Treviso Bay redlines

Section 6.8 references the Community Channel and character generation software.

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

-----Original Message-----

From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Monday, May 16, 2005 12:34 PM
To: Mello, Nikki
Subject: RE: Treviso Bay redlines

Nikki:

I understand. I have been swamped. I will try and get to it. I was told to ask you where a "character generator" is included in our package. Apparently it has something to do with the community channel.

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Thursday, May 12, 2005 10:26 AM
To: Sanjay Kuttemperoor
Subject: RE: Treviso Bay redlines

What's up Sanjay? Had a chance to look at those documents yet because directives are already coming down to me to stop a lot of what I've been doing with regard to competing against Comcast and I can see that very quickly I'm going to be told "no more contracts". I want to get yours signed and turned in before that happens so I can't stress enough how important it is for me to get your contract in like next week and with as minimal changes as possible. So look it over as soon as you can and decide what's really important and get it back to me so we can ink it. It's a great deal and I don't want to see all our hard work

be for nothing. I'm off tomorrow and Monday but call me after that if you have any questions. We've got to get this done now or you'll be renegotiating again and I certainly don't want to see that happen. I'm sorry we're in this position now but whatever I can do to help expedite the process for both our sakes please let me know.

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

-----Original Message-----

From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Friday, May 06, 2005 6:30 PM
To: Mello, Nikki
Subject: RE: Treviso Bay redlines

Haven't looked at them yet. Will get to it next week.

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Friday, May 06, 2005 9:34 AM
To: Sanjay Kuttemperoor
Subject: RE: Treviso Bay redlines

Just wanted to follow-up and see if you've had time to read over the redlines I sent you last week yet. I'm sure you'll have additional comments on them and more changes that you'd like to add so I'm waiting on your feedback and then hopefully we can agree on a final document for signature. Let me know how it's going. Talk to you soon.

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

-----Original Message-----

From: Mello, Nikki
Sent: Friday, April 29, 2005 11:23 AM
To: 'Sanjay Kuttemperoor'
Subject: Treviso Bay redlines

Sanjay, attached are your agreements marked up to show what we discussed yesterday and a clean copy with those redlines accepted. The "only" thing that my boss wants to see changed is in the complimentary services. [REDACTED]

[REDACTED]

Take a look at what I've done, because I'm sure I missed something, and let me know what you still need modified. Maybe we can get this done by end of next week? :o)

I'm also attaching the wiring specifications sheet that was provided to me. It looks like it's pretty detailed but I'm sure you'll find it useful. Talk to you soon.

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Tuesday, January 02, 2007 10:30 AM
To: 'Chris Cramer'
Subject: FW: Treviso Bay markup

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Monday, May 23, 2005 9:40 AM
To: Sanjay Kuttemperoor
Subject: RE: Treviso Bay markup

I looked this over and added the changes that I could to my redline markup but I do have a few questions. Some things I'm having a tough time reading so I'll have to ask you about those and I have a few other questions about some of the language changes you made. I've got a lunch meeting now so I'll try to call you afterwards.

Thanx Nikki

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

-----Original Message-----

From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Monday, May 23, 2005 9:53 AM
To: Mello, Nikki
Subject: RE: Treviso Bay markup

Hello Nikki:

Attached is my latest markup of the agreement...I suspected you expected more changes. Please call with any questions. I am here all week.

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Tuesday, January 02, 2007 10:31 AM
To: 'Chris Cramer'
Subject: FW: minor changes after our legal review

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

-----Original Message-----

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Thursday, May 26, 2005 9:42 AM
To: Sanjay Kuttemperoor
Subject: RE: minor changes after our legal review

Okay then, I'll follow up with you June 6th. Travel safely. Talk to you soon.

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

-----Original Message-----

From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Thursday, May 26, 2005 11:35 AM
To: Mello, Nikki
Subject: Re: minor changes after our legal review

Hello Nikki:

Thanks for your email. I will be out of town next week and will return to WI the week of June 6. I will review the documents in the meantime. Thanks and have a good weekend.

-----Original Message-----

From: "Mello, Nikki" <nikki.mello@twcable.com>
Date: Thu, 26 May 2005 10:43:25
To: "Sanjay Kuttemperoor" <sanjay@vkdevelopment.com>
Subject: minor changes after our legal review

Im very impressed and thankful that TW legal didnt completely redo the Agreements I sent to them to review (which they have been known to do). I spoke with them ahead of time and advised them of what youre intents were with regard to the changes you had made and asked that they be spare in the changes that they required. They were and I hope that, after you review the changes, youll be ready to get this done.

Look over the attached and let me know if you have any questions. I think the only issue that our legal had was that they wanted to make sure there was language that stated if we lost the ability to service the residents on an exclusive bulk basis that we did not have to pay any more monies and that we were able to get back some monies that we had already paid based on the term that we have serviced those units that had been paid for. (does that make sense :o) read the changes first and I think it will) We both know that we should never have this situation but; like you wanting specific language in there regarding mergers, sales, acquisitions, etc.; they want language regarding the possibility of us loosing our rights to service bulk exclusively. I think its very fair.

Just for your information Im leaving today at noon and will be back on Tuesday. My son has a hockey tournament in Disney so were off for the weekend. Hopefully youll get a chance to look this over so we can get it done next week. By the way I did speak with my upper management about your concerns about the contract not being fully assignable and they assured me that the corporate agreements between TW and Comcast (or any other provider that might be in this same position) would guarantee that the new company assume all terms and conditions of all fully executed Agreements. [REDACTED]

[REDACTED] Id be happy to let them know what their responsibilities will be should this sale ever be completed if they truly dont already know.

Have an awesome weekend! Maybe next week you guys can find some time to go to lunch with me to celebrate the signing of the Agreements! Ill follow-up with you on Tuesday.

Nikki Mello

Time Warner Cable

1610 SW 40th Terrace

Naples, Florida 34116

239-455-2363 ext 79861 (Office)

239-354-1531 (Fax)

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Tuesday, January 02, 2007 10:30 AM
To: 'Chris Cramer'
Subject: FW: Treviso Bay markup

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Monday, May 23, 2005 7:53 AM
To: 'Mello, Nikki'
Subject: RE: Treviso Bay markup

Hello Nikki:

Attached is my latest markup of the agreement...I suspected you expected more changes. Please call with any questions. I am here all week.

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Tuesday, January 02, 2007 10:32 AM
To: 'Chris Cramer'
Subject: FW:

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

-----Original Message-----

From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Saturday, June 11, 2005 7:39 AM
To: Mello, Nikki
Subject: Re:

No problem. I hope your daughter is ok.

Sanjay

-----Original Message-----

From: "Mello, Nikki" <nikki.mello@twcable.com>
Date: Wed, 15 Jun'2005 08:35:49
To: "Sanjay Kuttemperoor" <sanjay@vkdevelopment.com>
Subject: RE:

Sanjay, I just wanted you to know that I have not dropped off the face of the earth. My one year old daughter has been in the hospital for a week and I've been away from phones and computers. We're back home today and I'm back to work tomorrow (I hope) so I'll be able to look over these changes and get back to you then. If you need anything else from me please let me know. Sorry I've been out of touch for awhile.

Nikki

-----Original Message-----

From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Tue 6/7/2005 4:11 PM
To: Mello, Nikki
Cc:
Subject:

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Tuesday, January 02, 2007 10:31 AM
To: 'Chris Cramer'
Subject: FW:

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Tuesday, June 07, 2005 2:11 PM
To: 'Mello, Nikki'
Subject:

Comments on your last markup. I will be in Naples on the 15th.

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Tuesday, January 02, 2007 10:32 AM
To: 'Chris Cramer'
Subject: FW:

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Monday, June 20, 2005 12:45 PM
To: 'Mello, Nikki'
Subject:

Hello Nikki:

OK. Just a few more editorial changes. Hopefully you are not getting frustrated... the document needs to be right. Think we are there with these changes. Pretty quick response back, don't you think?

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Tuesday, January 02, 2007 10:32 AM
To: 'Chris Cramer'
Subject: FW: Treviso cable agreements

Sanjay Kuttemperoor, Esq.
 19275 W. Capitol Dr.
 Brookfield, WI 53045
 (262) 790-6000
 (262) 790-6010 (fax)

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Friday, June 24, 2005 9:56 AM
To: Sanjay Kuttemperoor
Subject: Treviso cable agreements

Sanjay, I left you a brief voice mail just now but also wanted to shoot you an email to let you know that I spoke to Dan Gliver, our legal council, and he is in complete agreement with you that so long as we continue to have bulk rights to the property we will continue to pay the fees. He also agreed to add your inserted sentence to the Bulk Service Agreement Section 2.1.2 to read as:

2.1.2 The term "Services" means those cable television and other entertainment, data and telecommunications services which TIME WARNER CABLE elects from time to time in its discretion to offer to residents of the Property, examples of which may include, but not be limited to, multi-channel video programming, movie services, pay and pay-per-view services, shopping services, games services, information services, internet access services, personal computer data networking services, and other communications services. If applicable laws and regulations prohibit DEVELOPER from granting or TIME WARNER CABLE from obtaining exclusive rights under this Section 2.1, then such rights automatically shall be deemed non-exclusive to the extent and only for so long as required by such laws and regulations. [REDACTED]

However he feels that with this added sentence there's no need to make additional changes to the Access Agreement in Section 1 (other than to move the added language into it's own paragraph because it doesn't fit there). I know that you will have some issue with that because your interpretation is different than his even though you both have a common understanding of what it *should* mean. Therefore I think, in the interest of time, you should go ahead and give him a call to discuss. I know that once you two get together it won't take long for you to agree on appropriate language that will satisfy you both.

I know you're very busy but could you please give Dan a call directly and then let me know how it went. I told Dan to expect your call and I'm sure he'll send me whatever you agree to in the end. You can reach Dan directly at (208) 383-3958.

We're almost there Sanjay. I think with these two paragraphs we'll be set. Thank you for all your time. Talk to you soon.

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Tuesday, January 02, 2007 10:36 AM
To: 'Chris Cramer'
Subject: FW:

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

-----Original Message-----

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Thursday, July 07, 2005 6:57 AM
To: Sanjay Kuttemperoor
Subject: RE:

Now isn't that just my luck. Thank you for your effort anyway. We'll just have to follow up with him on the 11th. :o)

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

-----Original Message-----

From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Wednesday, July 06, 2005 4:51 PM
To: Mello, Nikki
Subject: RE:

Just left him a message. He is out until the 11th.

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

-----Original Message-----

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Wednesday, July 06, 2005 9:23 AM
To: Sanjay Kuttemperoor
Subject: RE:

Thank for the update Sanjay. I know you're really busy but if you can get a few minutes to call Dan today I think we can take care of this quickly so I don't have to bother you anymore. :o)

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

-----Original Message-----

From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Tuesday, July 05, 2005 10:52 AM

To: Mello, Nikki
Subject: Re:

Hi Nikki:

I will follow up with him tomorrow.

Sanjay

-----Original Message-----

From: "Mello, Nikki" <nikki.mello@twcable.com>
Date: Tue, 5 Jul 2005 10:32:59
To: "Sanjay Kuttemperoor" <sanjay@vkdevelopment.com>
Subject: RE:

Good morning Sanjay. I'm back from vacation today and just wanted to check in with you to see if you've had a chance to call Dan yet? Let me know where we're at and I hope you had a nice holiday....

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

-----Original Message-----

From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Wednesday, June 29, 2005 3:59 PM
To: Mello, Nikki
Subject:

Have not called the lawyer yet...will do so tomorrow.

Sanjay

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Tuesday, January 02, 2007 10:36 AM
To: 'Chris Cramer'
Subject: FW: TREVISO BAY DEVELOPMENT latest mark ups

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Monday, July 11, 2005 2:25 PM
To: Sanjay Kuttemperoor
Subject: RE: TREVISO BAY DEVELOPMENT latest mark ups

Sure, just remember that some of his suggested changes we have already omitted so I'm sure he'll go back to those. They're minor though so I'm sure you two can work it out together. Dan's very easy to work with and understands, from me, the deal points, etc so he shouldn't require anything major from us as far as markups.

Thanx.

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

-----Original Message-----

From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Monday, July 11, 2005 4:18 PM
To: Mello, Nikki
Subject: RE: TREVISO BAY DEVELOPMENT latest mark ups

Nikki:

Just got off the phone with Dan. He wants to make sure he is dealing with the most recent version of the documents. Can I send him what you just send me.

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Monday, July 11, 2005 12:33 PM
To: Sanjay Kuttemperoor
Subject: TREVISO BAY DEVELOPMENT latest mark ups

These are the latest mark ups that I have based on the modifications that you sent me on 6-20-05. Try to discuss only this paragraph with him, which is the one that I talked to him about.

2.1.2

The term "Services" means those cable television and other entertainment, data and telecommunications services which TIME WARNER CABLE elects from time to time in its discretion to offer to residents of the Property, examples of which may include, but not be limited to, multi-channel video programming, movie services, pay and pay-per-view services, shopping services, games services, information services, internet access services, personal computer data networking services, and other communications services. If applicable laws and regulations prohibit DEVELOPER from granting or TIME WARNER CABLE from obtaining exclusive rights under this Section 2.1, then such rights automatically shall be deemed non-exclusive to the extent and only for so long as required by such laws and regulations. [REDACTED]

I think you also had questions about the Indemnification language and, of course, if discussion of the above paragraph leads to any questions on others you can both discuss those but keep in mind that some of his suggested changes we have decided not to accept on a local level as part of *our* negotiations.

If you have any questions give me a call. I left a message for Dan to call you ASAP. Thanks!

Nikki

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Tuesday, January 02, 2007 10:36 AM
To: 'Chris Cramer'
Subject: FW: TREVISO BAY DEVELOPMENT latest mark ups

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Monday, July 11, 2005 2:18 PM
To: 'Mello, Nikki'
Subject: RE: TREVISO BAY DEVELOPMENT latest mark ups

Nikki:

Just got off the phone with Dan. He wants to make sure he is dealing with the most recent version of the documents. Can I send him what you just send me.

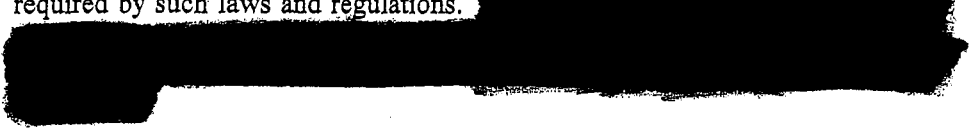
Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Monday, July 11, 2005 12:33 PM
To: Sanjay Kuttemperoor
Subject: TREVISO BAY DEVELOPMENT latest mark ups

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2.1.2

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I think you also had questions about the Indemnification language and, of course, if discussion of the

above paragraph leads to any questions on others you can both discuss those but keep in mind that some of his suggested changes we have decided not to accept on a local level as part of *our* negotiations.

If you have any questions give me a call. I left a message for Dan to call you ASAP. Thanks!

Nikki

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Tuesday, January 02, 2007 10:36 AM
To: 'Chris Cramer'
Subject: FW: TREVISO BAY DEVELOPMENT latest mark ups

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Monday, July 11, 2005 2:32 PM
To: 'dglivar@hollandhart.com'
Cc: 'Mello, Nikki'
Subject: FW: TREVISO BAY DEVELOPMENT latest mark ups

Dan:

Attached are the most recent versions of the documents that I have been working on with Nikki. Please send me a blackline showing the changes from these versions. Thanks.

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Tuesday, January 02, 2007 10:36 AM
To: 'Chris Cramer'
Subject: FW: Revised Treviso Bay Agreements

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Tuesday, July 12, 2005 9:44 AM
To: sanjay@vkdevelopment.com
Subject: FW: Revised Treviso Bay Agreements

Sanjay, if you'll just look over what Dan has sent us here and let me know if he covered all your points okay then I'll let him know we're ready for signature. If you see additional modifications needed you can send them directly to me and I'll see if I can help before we go back to Dan. Thanx again for calling Dan directly to discuss. I know it was easier than using me as a go between and definitely saved us all time.

I look forward to hearing back from you and getting a package in the mail....

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

-----Original Message-----

From: Dan Glivar [mailto:DGlivar@hollandhart.com]
Sent: Tuesday, July 12, 2005 11:23 AM
To: sanjay@vkdevelopment.com; Mello, Nikki
Subject: Revised Treviso Bay Agreements

Sanjay and Nikki:

As requested, attached are revised documents marked to show my changes to the documents forwarded to me by Sanjay yesterday. I believe these changes accurately reflect our discussion yesterday and should wrap us this transaction.

Please note the following:

1. I did not make any changes to Section 2.1.2 of the Bulk Agreement as Sanjay and I discussed because I thought all provisions involving payments to the Developer should be handled in the separate Agreement. Accordingly, I made the clarification we discussed (under Section 2.1.2 of the Bulk Agreement) in Section 5.4 of the other Agreement. I presume that Sanjay would prefer that approach and it gets us to the same place [REDACTED]

2. Time Warner can under no circumstances commit to "best efforts" with respect to any contractual obligation, as that standard has no limitations on reasonableness and could theoretically require Time Warner to "go to the ends of the earth and at all costs" to comply. Commercially reasonable efforts is the recognized and accepted

industry standard.

3. In the separate Agreement, I moved the default events from Section 1 to Section 5.4, as discussed. This is where I tried to clarify Sanjay's concerns regarding the narrow events in which Time Warner would receive a pro-rata refund and not be required to pay additional fees.

Please let me know if these changes are acceptable, and I will prepare execution copies.

Regards,

Daniel J. Glivar, Esq.

Holland & Hart LLP

101 S. Capitol Blvd., Suite 1400

Boise, Idaho 83702-7714

Telephone (Direct): (208) 383-3958

Facsimile (Main): (208) 343-8869

Facsimile (Desktop): (866) 607-8681

Email: dglivar@hollandhart.com

Admitted in Colorado and Idaho

HOLLAND & HART 

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Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Tuesday, January 02, 2007 10:37 AM
To: 'Chris Cramer'
Subject: FW: Revised Treviso Bay Agreements

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Dan Glivar [mailto:DGlivar@hollandhart.com]
Sent: Wednesday, July 13, 2005 7:50 AM
To: Sanjay Kuttemperoor
Subject: RE: Revised Treviso Bay Agreements

Are there other comments? I want to review as a whole so we can wrap up.

Dan

-----Original Message-----

From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Tuesday, July 12, 2005 3:32 PM
To: Dan Glivar; nikki.mello@twcable.com
Subject: RE: Revised Treviso Bay Agreements

Attached are some preliminary comments to new Section 5.4. This seemed to be the most substantive new provision which I think still needs some thought. I am going over the rest of the agreements hopefully one last time.

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Dan Glivar [mailto:DGlivar@hollandhart.com]
Sent: Tuesday, July 12, 2005 9:23 AM
To: sanjay@vkdevelopment.com; nikki.mello@twcable.com
Subject: Revised Treviso Bay Agreements

Sanjay and Nikki:

As requested, attached are revised documents marked to show my changes to the documents forwarded to me by Sanjay yesterday. I believe these changes accurately reflect our discussion yesterday and should wrap up this transaction.

Please note the following:

1. I did not make any changes to Section 2.1.2 of the Bulk Agreement as Sanjay and I discussed because I thought all provisions involving payments to the Developer should be handled in the separate Agreement. Accordingly, I made the clarification we discussed (under Section 2.1.2 of the Bulk

Agreement) in Section 5.4 of the other Agreement. I presume that Sanjay would prefer that approach and it gets us to the same place [REDACTED]

2. Time Warner can under no circumstances commit to "best efforts" with respect to any contractual obligation, as that standard has no limitations on reasonableness and could theoretically require Time Warner to "go to the ends of the earth and at all costs" to comply. Commercially reasonable efforts is the recognized and accepted industry standard.

3. In the separate Agreement, I moved the default events from Section 1 to Section 5.4, as discussed. This is where I tried to clarify Sanjay's concerns regarding the narrow events in which Time Warner would receive a pro-rata refund and not be required to pay additional fees.

Please let me know if these changes are acceptable, and I will prepare execution copies.

Regards,

Daniel J. Glivar, Esq.

Holland & Hart LLP

101 S. Capitol Blvd., Suite 1400

Boise, Idaho 83702-7714

Telephone (Direct): (208) 383-3958

Facsimile (Main): (208) 343-8869

Facsimile (Desktop): (866) 607-8681

Email: dglivar@hollandhart.com

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HOLLAND & HART 

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Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Tuesday, January 02, 2007 10:37 AM
To: 'Chris Cramer'
Subject: FW: Revised Treviso Bay Agreements

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Dan Glivar [mailto:DGlivar@hollandhart.com]
Sent: Wednesday, July 13, 2005 9:21 AM
To: Sanjay Kuttemperoor
Cc: nikki.mello@twcable.com
Subject: RE: Revised Treviso Bay Agreements

Sanjay:

Your comments seem to reflect that you believe there is a "penalty" aspect to Section 5.4. That is not the case.

TWC is NOT seeking for the owner to make TWC whole on "lost revenue". All that is being said is that, if TWC has not provided service to any unit on an exclusive basis for a five-year period, and it loses its right to do so, Developer would have to REFUND that part of the [REDACTED] payment made by TWC for such right (pro-rated over a five year basis).

As an example:

If TWC has paid the [REDACTED] on 100 units, and served 50 of them for six years exclusively, 30 of them exclusively for 3 years, and 20 of them exclusively for 1 year, and a new law is passed prohibiting such exclusive arrangements and other providers come onto the property to serve these units, then the following would apply:

TWC would have no claim against Developer for a refund of any part of the [REDACTED] for the 50 units.

TWC would receive a partial refund for the 30 units calculated as [REDACTED] per unit.

TWC would receive a partial refund for the 20 units calculated as [REDACTED] per unit.

Of course, if the law was passed but no other provider decided to enter the property, then TWC would be entitled to NO refund.

Is this helpful?

Dan

-----Original Message-----

From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Tuesday, July 12, 2005 3:32 PM
To: Dan Glivar; nikki.mello@twcable.com
Subject: RE: Revised Treviso Bay Agreements

Attached are some preliminary comments to new Section 5.4. This seemed to be the most substantive new provision which I think still needs some thought. I am going over the rest of the agreements hopefully one last time.

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Dan Glivar [mailto:DGlivar@hollandhart.com]
Sent: Tuesday, July 12, 2005 9:23 AM
To: sanjay@vkdevelopment.com; nikki.mello@twcable.com
Subject: Revised Treviso Bay Agreements

Sanjay and Nikki:

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3. In the separate Agreement, I moved the default events from Section 1 to Section 5.4, as discussed. This is where I tried to clarify Sanjay's concerns regarding the narrow events in which Time Warner would receive a pro-rata refund and not be required to pay additional fees.

Please let me know if these changes are acceptable, and I will prepare execution copies.

Regards,

Daniel J. Glivar, Esq.

Holland & Hart LLP
101 S. Capitol Blvd., Suite 1400
Boise, Idaho 83702-7714
Telephone (Direct): (208) 383-3958
Facsimile (Main): (208) 343-8869
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Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Tuesday, January 02, 2007 10:37 AM
To: 'Chris Cramer'
Subject: FW: Treviso Bay

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Chris Cramer [mailto:ccramer@vkdevelopment.com]
Sent: Friday, July 15, 2005 10:52 AM
To: DGIivar@hollandhart.com; nikki.mello@twcable.com
Cc: 'Sanjay Kuttemperoor'
Subject: Treviso Bay

Dan and Nikki-

Attached please find a redlined version of the Service Access Agreement and Bulk Service and Easement Agreement relating to Treviso Bay incorporating changes proposed by Sanjay. Please review the attached and provide Sanjay and me with your comments.

Please note that in an effort to expedite this matter, the attached is being provided to Sanjay simultaneously for his review, and as such remains subject to further modification based upon his review of the language and the business terms.

Christopher W. Cramer, Esq.
Corporate Counsel
VK Development Corporation
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Tuesday, January 02, 2007 10:38 AM
To: 'Chris Cramer'
Subject: FW: Revised Treviso Bay Documents

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Dan Glivar [mailto:DGlivar@hollandhart.com]
Sent: Thursday, July 21, 2005 8:37 AM
To: Mello, Nikki; Sanjay Kuttemperoor; ccramer@vkdevelopment.com
Subject: RE: Revised Treviso Bay Documents

Please include me if you can. Dan

-----Original Message-----

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Thursday, July 21, 2005 8:09 AM
To: Sanjay Kuttemperoor; Dan Glivar; ccramer@vkdevelopment.com
Subject: RE: Revised Treviso Bay Documents

Sanjay, I'm so sorry I haven't gotten back to you sooner. I was out all day yesterday in out of office meetings. I'm in the office today but have some things scheduled this morning. I'll call you on your cell after lunch. OK?

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

-----Original Message-----

From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Thursday, July 21, 2005 9:56 AM
To: 'Dan Glivar'; Mello, Nikki; ccramer@vkdevelopment.com
Subject: RE: Revised Treviso Bay Documents

I have left a couple messages for Nikki. I think we are down to a few items in Section 5.4. Let me know when you want to talk.

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Dan Glivar [mailto:DGlivar@hollandhart.com]
Sent: Sunday, July 17, 2005 11:53 AM
To: nikki.mello@twcable.com; ccramer@vkdevelopment.com; sanjay@vkdevelopment.com

Subject: Revised Treviso Bay Documents

All:

Attached are my comments to Mr. Cramer's mark-up. Please make any additional changes to these documents so we are all looking at the same drafts.

I believe we are there. To that end, I offer the following explanations:

1. Section 6.3 of the Bulk Agreement - I deleted this provision because I could not figure why it was inserted (more for discussion purposes than anything). As I understand it, Owner can add units at any time, and, upon addition, they pay the Bulk Fee. I don't understand the purpose of the added language.

2. Section 5.4 of Cable Agreement - the changes look fine with a few clarifications. The intent is that if TWC is getting paid for the Bulk Services for all units, then Developer will be getting paid its up-front fee and not be subject to refund provisions, regardless of the status of laws or whether other providers are at the Property. I think we cover that now. My added language at the end covers the situation where laws prohibit exclusive access **AND** TWC loses units to other providers - then TWC does not have to pay going forward and is entitled to a prorata refund for those units.

I deleted the notwithstanding proviso of the second paragraph. As units are built, they must go onto the Bulk Service. Owner does not have the right to not activate certain units and not others. With this language, TWC could end up with one unit. Perhaps I have missed the intent of this language.

I look forward to finalizing this.

Regards,

Daniel J. Glivar, Esq.

Holland & Hart LLP
101 S. Capitol Blvd., Suite 1400
Boise, Idaho 83702-7714
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Facsimile (Main): (208) 343-8869
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Chris Cramer

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To: 'Chris Cramer'
Subject: FW: Revised Treviso Bay Documents

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Thursday, July 21, 2005 2:26 PM
To: Sanjay Kuttemperoor
Subject: RE: Revised Treviso Bay Documents

I left a message with Dan to see if that will work for him. As soon as I hear I'll let you know. Thanx

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

-----Original Message-----

From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Thursday, July 21, 2005 4:13 PM
To: Mello, Nikki
Subject: RE: Revised Treviso Bay Documents

How about 11:00. Call me on my cell.

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Thursday, July 21, 2005 2:15 PM
To: Sanjay Kuttemperoor; Dan Glivar; ccramer@vkdevelopment.com
Subject: RE: Revised Treviso Bay Documents

Sanjay, can I set up a time to call you tomorrow when Dan is available too?

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

-----Original Message-----

From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Thursday, July 21, 2005 9:56 AM
To: 'Dan Glivar'; Mello, Nikki; ccramer@vkdevelopment.com
Subject: RE: Revised Treviso Bay Documents

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From: Dan Glivar [mailto:DGlivar@hollandhart.com]
Sent: Sunday, July 17, 2005 11:53 AM
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Subject: Revised Treviso Bay Documents

All:

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I look forward to finalizing this.

Regards,

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Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Tuesday, January 02, 2007 10:38 AM
To: 'Chris Cramer'
Subject: FW:

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Tuesday, July 26, 2005 10:18 AM
To: Sanjay Kuttemperoor
Subject: RE:

Your bulk rate includes the Standard Basic Service as well as our Digital Variety Package and one Road Runner High Speed Internet modem. The channel line-ups attached show what is included in Standard Basic and Digital Variety. Let me know if you have any other questions.

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

-----Original Message-----

From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Tuesday, July 26, 2005 12:00 PM
To: Mello, Nikki
Subject: RE:

Nikki:

Can you provide me with the list (summary) of services that a resident will get for the bulk fee? My builders are asking.

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Tuesday, July 26, 2005 9:44 AM
To: Sanjay Kuttemperoor; Dan Glivar
Subject: RE:

Dan did send me his revisions after we spoke. I'm sorry I haven't sent them to you yet but my management just wanted to take a look first. My GM is out of town this week so I don't think we'll have it back by tomorrow. As soon as I get them back I'll send them to you and we'll go from there. Have a safe trip and we'll talk next week.

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

-----Original Message-----

From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Tuesday, July 26, 2005 11:36 AM
To: 'Dan Glivar'
Cc: Mello, Nikki
Subject:

Hi Dan:

When do you think you will have the revisions on the agreement back to me? I am going out of town tomorrow and will be back on Saturday.

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

EXHIBIT 2

PROGRAMMING SERVICES

<u>Channel</u>	<u>Broadcast</u>
	<u>Basic Cable</u>
2	WBBH (NBC) Fort Myers
3	WGCU (PBS) Fort Myers
4	WFTX (FOX) Cape Coral
5	WINK (CBS) Fort Myers
6	WTVK (WB) Naples
7	WZVN (ABC) Naples
8	WEVU (IND) Fort Myers
9	C-Span
10	C-Span2
11	Community Info
12	WRXY (IND)
13	TV Guide Channel
15	PAXtv
16	Collier County Government Access
18	WGN (IND) Chicago
20	Collier County Education Access
23	Information Channel

<u>Channel</u>	<u>Broadcast</u>
	<u>Standard Cable</u>
24	QVC
25	Home Shopping Network
26	ESPN Classic
27	ESPN
28	ESPN2
29	Discovery Channel
30	History Channel
31	TNT
32	CNN
33	Lifetime
34	American Movie Classics
35	BRAVO
36	VH-1
37	Sunshine Network
38	The Travel Channel
39	EWTN
40	MSNBC
41	The Learning Channel
42	ABC Family
43	Fox Sports Florida

<u>Channel</u>	<u>Broadcast</u>
44	USA Network
45	Country Music TV
46	Comedy Central
47	Nickelodeon
48	Univision
49	E! Entertainment TV
50	Cartoon Network
51	TBS
52	The Weather Channel
53	FX
54	Home and Garden TV
55	The Golf Channel
56	Sci-Fi Channel
57	Spike TV
58	A&E
59	CNN Headline News
60	Fox News
61	MTV
62	Food Network
63	CNBC
64	Animal Planet
65	Court TV
66	Hallmark
67	FIT TV
68	BET
69	Inspirational Network
70	Digital Help Channel
71	TV Land
72	ShopNBC
73	Oxygen
74	WE Women's Entertainment
76	The Disney Channel
77	Telemundo

EXHIBIT 2

PROGRAMMING SERVICES continued

<u>Channel</u>	<u>Broadcast</u>	<u>Channel</u>	<u>Broadcast</u>
<u>Digital Variety</u>			
102	GSN	135	SCIENCE CHANNEL
103	OVATION	136	DISCOVERY HEALTH
104	BET ON JAZZ	137	DISCOVERY HOME CHANNEL
105	TURNER CLASSIC MOVIES	138	DISCOVERY TIMES
106	STYLE NETWORK	139	DISCOVERY WINGS
107	TOON DISNEY	140	BBC AMERICA
108	TRIO	141	BLOOMBERG
109	MTV2	142	NATIONAL GEOGRAPHIC
110	NOGGIN	143	HISTORY
111	LIFETIME MOVIE NETWORK	144	INTERNATIONAL BIOGRAPHY
112	FUSE	145	INDEPENDENT FILM CHANNEL
114	VH-1 CLASSICS	162	SPEED CHANNEL
115	GOODLIFE TV	163	ESPNEWS
116	I-LIFE TV	166	OUTDOOR CHANNEL
117	NICK GAS	167	OUTDOOR LIFE
120	D-I-Y	168	FOX SPORTS WORLD
121	FINE LIVING	209	WGCU- PBS KIDS*
127	G4TECHTV	210	WGCU- STD*
133	NEWSWORLD	211	WFKN- WGCU*
134	INTERNATIONAL DISCOVER KIDS		(*6:00 A.M. to NOON)

Digital Music

<u>Channel</u>	<u>Broadcast</u>	<u>Channel</u>	<u>Broadcast</u>
901	SHOWCASE	925	SOLID GOLD OLDIES
902	TODAY'S COUNTRY	926	SINGERS & STANDARDS
903	CLASSIC COUNTRY	927	BIG BAND & SWING
904	BLUEGRASS	928	EASY LISTENING
905	R&B AND HIP HOP	929	SMOOTH JAZZ
906	CLASSIC R&B	930	JAZZ
907	SMOOTH R&B	931	BLUES
908	R&B HITS	932	REGGAE
909	RAP	933	SOUNDSCAPES
910	METAL	934	CLASSIC MASTERPIECES
911	ROCK	935	OPERA
912	ARENA ROCK	936	LIGHT CLASSICAL
913	CLASSIC ROCK	937	SHOW TUNES
914	ALTERNATIVE	938	CONTEMPORARY
915	RETRO-ACTIVE		CHRISTIAN
916	ELECTRONICA	940	RADIO DISNEY
917	DANCE	941	SOUNDS OF THE SEASON
918	ADULT ALTERNATIVE	942	MUSICA URBANA
919	SOFT ROCK	943	SALSA Y MERENGUE
920	HIT LIST	944	ROCK 'EN ESPANOL
921	PARTY FAVORITES	945	POP LATINO
922	90'S	946	MEXICANA
923	80'S	947	AMERICANA
924	70'S		
948			

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Tuesday, January 02, 2007 10:38 AM
To: 'Chris Cramer'
Subject: FW:

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Monday, August 08, 2005 11:33 AM
To: Sanjay Kuttemperoor
Subject: RE:

I'm back from vacation today and just received an email that I can move forward so I'm overnighting a package to you with the documents for signature. Thank you for your patience.

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

-----Original Message-----

From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Monday, August 08, 2005 10:10 AM
To: Mello, Nikki
Subject:

Nikki:

Where do you stand with your review of the document? I am going out of the country on the 15th for two weeks...I assume you want to get the agreement done before I leave.

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Tuesday, January 02, 2007 10:38 AM
To: 'Chris Cramer'
Subject: FW: Revised Treviso Bay Documents

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Wednesday, August 10, 2005 1:06 PM
To: Sanjay Kuttemperoor
Subject: RE: Revised Treviso Bay Documents

Will do. Thanx.

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

-----Original Message-----

From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Wednesday, August 10, 2005 2:59 PM
To: Mello, Nikki
Subject: RE: Revised Treviso Bay Documents

I think the changes are ok. I am going to read the entire document over again (don't worry, I don't want to mess with it any more either)...but, I think we are there. Go ahead and overnight originals to my office in Wisconsin. I will be there tomorrow afternoon.

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Wednesday, August 10, 2005 12:33 PM
To: Sanjay Kuttemperoor
Subject: RE: Revised Treviso Bay Documents

Sanjay, had a chance to look over Dan's modifications yet? If you're okay with them I'd like to get a package to you for signature before you leave but I understand if you need more time. I don't want to rush you right before you leave.

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace

Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

-----Original Message-----

From: Mello, Nikki
Sent: Monday, August 08, 2005 2:00 PM
To: 'Sanjay Kuttemperoor'
Subject: FW: Revised Treviso Bay Documents

I'm sorry; I forgot you didn't get copied on this last one. I know Dan made all of the changes we discussed but you should certainly review to make sure you're happy with the language. Take a look and upon your okay I'll overnight for signature. Thanx.

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

-----Original Message-----

From: Dan Glivar [mailto:DGlivar@hollandhart.com]
Sent: Friday, July 22, 2005 12:19 PM
To: Mello, Nikki
Subject: Revised Treviso Bay Documents

Nikki:

Attached are the revisions we discussed.

Regards,

Daniel J. Glivar, Esq.

Holland & Hart LLP
101 S. Capitol Blvd., Suite 1400
Boise, Idaho 83702-7714
Telephone (Direct): (208) 383-3958
Facsimile (Main): (208) 343-8869
Facsimile (Desktop): (866) 607-8681
Email: dglivar@hollandhart.com
Admitted in Colorado and Idaho

HOLLAND & HART 

CONFIDENTIALITY NOTICE: This communication is confidential and may be privileged under law. If you believe that it has been sent to you in error, please reply to the sender that you received this communication in error, then delete it immediately. Thank you.

ELECTRONIC TRANSACTION NOTICE: This communication does not reflect an intention by the sender or the sender's client to provide a signature, conduct a transaction, or make any agreement by electronic means. Nothing contained herein shall constitute an electronic signature, transaction or contract under any law, rule or regulation.

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Tuesday, January 02, 2007 10:39 AM
To: 'Chris Cramer'
Subject: FW:

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Friday, August 12, 2005 7:15 AM
To: Sanjay Kuttemperoor
Subject: RE:

I thought I attached it to the contract in the package I sent but here it is just in case. Sorry if I missed it.

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

-----Original Message-----

From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Friday, August 12, 2005 7:44 AM
To: Mello, Nikki
Subject:

Nikki:

We need an exhibit 2 to the agreement. I think it is the programming.

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Tuesday, January 02, 2007 10:39 AM
To: 'Chris Cramer'
Subject: FW: Easement only

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Monday, August 15, 2005 8:08 AM
To: Sanjay Kuttemperoor
Subject: Easement only

This should do it Sanjay. Just print two copies of this for signature please and send me back one "copy". Once you record your plats you can forward me the originals with legal descriptions. Thank you for all your time and hard work. Have a safe trip!

Nikki

Parcel ID No. _____
Grantor's Tax ID No. _____
Grantee's Tax ID No. _____

Commercial Development
Time Warner Cable <==RETURN TO
1610 – 40th Terrace SW
Naples, Florida 34116
941-455-2363

SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA

EASEMENT FOR CABLE TELEVISION AND COMMUNICATIONS SERVICE

THIS EASEMENT DEED is made and delivered on August 8, 2005 by **TREVISO BAY DEVELOPMENT, LLC.** (hereinafter referred to as **GRANTOR**), a Delaware limited liability Company, whose post office address is 19275 W. Capitol Drive, Suite 100, Brookfield, WI 53045, to **TIME WARNER CABLE INC.** (hereinafter referred to as **GRANTEE**), a Delaware corporation, through its National Division, d/b/a Time Warner Cable, with a place of business at 1610 – 40th Terrace SW, Naples, Florida 34116.

GRANTOR, in consideration of GRANTEE's covenants and promises contained in the Bulk Cable Television and Communications Service and Easement Agreement entered into by the parties contemporaneously herewith and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, with respect to the following described land situated in Collier County, Florida:

SEE EXHIBIT 1 ATTACHED HERETO AND INCORPORATED HEREIN.

HEREBY GRANTS to GRANTEE, its agents, successors and assigns, upon recording of the Plat for the Property, a non-exclusive easement for the term of the Bulk Cable Television and Communications Service and Easement Agreement upon, under, over and across only those portions of the above-described Property identified on the Plats as Public Utility Easements for ingress and egress for the purpose of constructing, installing, maintaining, operating, repairing, replacing, relocating, upgrading GRANTEE's cable television and other communications facilities (including, without limitation, wires, conduits, connectors and related equipment) installed or to be installed from time to time; together with the right to reconstruct, improve, add to and remove any such facilities in such designated areas, and for the purposes of marketing and delivering the cable television and communications services available through such facilities. No part of such system shall be deemed to be a fixture of or affixed to the real property.

In addition, GRANTEE shall have such rights with respect to any utility easements shown on any recorded plat as are set forth in Section 177.091(29), Florida Statutes (1995), as such statute may be amended from time to time.

GRANTEE's use of said easements shall not interfere with existing structures on the Property and GRANTEE shall at all times cooperate with GRANTOR, public utilities and other authorized parties with respect to shared use of this non-exclusive easement.

This easement shall be for the benefit of GRANTEE and its lawful successors and assigns and shall be binding upon GRANTOR and its lawful successors and assigns. It is the express intent of the parties that this easement shall terminate upon termination of the Bulk Cable Television Service and Easement Agreement.

GRANTOR hereby represents to GRANTEE that GRANTOR is the legally constituted entity which has authority pursuant to Florida law to grant this easement and that GRANTOR has good right and legal authority to grant the described interest in land; and that this grant complies with GRANTOR's articles of incorporation, by-laws and all applicable declarations, covenants and restrictions pertaining to the above-described land, as recorded in the public records of Collier County, Florida.

IN WITNESS WHEREOF, GRANTOR has executed and delivered this easement deed in its name and has affixed its seal hereto, by its proper officers, duly authorized to do so, before the undersigned witnesses, on the date first written above.

TREVISO BAY DEVELOPMENT, LLC.
a Delaware limited liability company

Witness

Print witness name

Witness

Print witness name

By: _____
Vincent Kuttemperoor

As: President

19275 W. Capitol Drive
Suite 100
Brookfield, WI 53045

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2005,
by Vincent Kuttemperoor, as President of **TREVISO BAY DEVELOPMENT, LLC.**, a Delaware limited liability
company, on behalf of the corporation, who is [] personally known to me or who has [] produced
_____ as identification.

Serial number

Signature

Commission expiration date

Print name

AFFIX SEAL:

3384560.08 - 7/22/05

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Tuesday, January 02, 2007 10:39 AM
To: 'Chris Cramer'
Subject: FW: Easement only

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Monday, August 15, 2005 8:25 AM
To: Sanjay Kuttemperoor
Subject: RE: Easement only

No problem. Thanx.

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

-----Original Message-----

From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Monday, August 15, 2005 10:20 AM
To: Mello, Nikki
Subject: RE: Easement only

I made the word "Plats" singular in the third line.

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Monday, August 15, 2005 8:08 AM
To: Sanjay Kuttemperoor
Subject: Easement only

This should do it Sanjay. Just print two copies of this for signature please and send me back one "copy". Once you record your plats you can forward me the originals with legal descriptions. Thank you for all your time and hard work. Have a safe trip!

Nikki

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Tuesday, January 02, 2007 10:39 AM
To: 'Chris Cramer'
Subject: FW: service to Treviso sales center

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Monday, August 29, 2005 7:00 AM
To: Chris Gray; Sanjay Kuttemperoor
Cc: Wolfley, Dave; Crone, Joe
Subject: RE: service to Treviso sales center

I checked with construction, Chris, and they tell me that Comcast does have cable lines running along 41 but I believe it's fiber and I don't know what it would take to cut into them. It might be too expensive. Another option would be DSL. Please let me know if I can help at all.

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

-----Original Message-----

From: Chris Gray [mailto:chrisgray101@comcast.net]
Sent: Friday, August 26, 2005 6:15 PM
To: Mello, Nikki; 'Sanjay Kuttemperoor'
Cc: Wolfley, Dave
Subject: RE: service to Treviso sales center

Our temporary sales facility is on US41. Who has lines in the ROW? Comcast?

Cg

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Friday, August 26, 2005 9:42 AM
To: chrisgray101@comcast.net; Sanjay Kuttemperoor
Cc: Wolfley, Dave
Subject: service to Treviso sales center

Chris, I believe Sanjay is out of the country so I'm copying you on this email as well as my boss. I understand that you have requested service to your sales trailer but I have to tell you that at this point in time we won't be able to accommodate your request. It was my understanding that no construction would be necessary until later next year when the first phase begins and even then it would just be infrastructure type construction since that phase consists of the golf course first. Based on this no monies were

budgeted for this project until next year with the anticipation of the first phase of construction starting late 2006.

[REDACTED]
[REDACTED]
[REDACTED]. If our System was near and the cost not great we would certainly try to accommodate this new request but because it would cost significant dollars that have not been budgeted I hope you understand why it's not feasible for us do it right now.

I know this puts you in a place of having to go elsewhere for your Internet services at this time. I apologize for that. I wish there was something I could do but this is just not something that was planned and because the contract was just signed and the dollars are not there our hands are tied. If you have any questions please feel free to call me. Our construction department is committed to attending any pre-construction meetings you plan and will be happy to discuss any of the details with you at any time. We look forward to the time next year when we will extend our System to your new project and service your future residents.

Also if you have any construction related questions you can contact Ben Streeter at 455-2363 ext. 79860 or if you can't reach him you can reach his boss and construction manager, Don Roberts, at the same number ext. 91328.

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Tuesday, January 02, 2007 10:39 AM
To: 'Chris Cramer'
Subject: FW:

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

From: Mello, Nikki [mailto:nikki.mello@twcable.com]
Sent: Wednesday, October 12, 2005 2:34 PM
To: Sanjay Kuttemperoor
Subject: RE:

Hey Sanjay. We're all set at this point and are ready to attend any pre construction meetings you may have and will want to hear any updates from you if there are any changes to the site plan, etc. I know Chris has construction's contact information and I'm pretty sure they've spoken before so I assumed that's why I hadn't heard from you all in awhile. Not that you won't have to deal with me anymore but I've turned your information over to the construction department so that they can keep up with what's going on. They're really the point people through this phase and then I'll be more involved again once we start spending money out there next year. Of course, if you need me for anything don't hesitate to call me anytime. Hope all is well. :o)

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

-----Original Message-----

From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Wednesday, October 12, 2005 3:53 PM
To: Mello, Nikki
Subject:

Nikki:

What is going on...haven't heard from you in a while, at least after we got the agreement signed. Do we need to do anything at this point?

Sanjay Kuttemperoor, Esq.
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

Chris Cramer

From: Mello, Nikki [nikki.mello@twcable.com]
Sent: Monday, July 24, 2006 10:51 AM
To: Chris Cramer
Subject: RE: Treviso Bay

Actually, Chris, I have not recorded it as yet but anticipate being able to this or next week. I'll make a note to send you a copy of it once it's recorded. OK?

Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, Florida 34116
239-455-2363 ext 79861 (Office)
239-354-1531 (Fax)

-----Original Message-----

From: Chris Cramer [mailto:ccramer@vkdevelopment.com]
Sent: Monday, July 24, 2006 12:47 PM
To: Mello, Nikki
Subject: Treviso Bay

Have you recorded the easement? Can you please forward a copy of the recorded easement to me for our records? Thanks.

Christopher W. Cramer, Esq.
Corporate Counsel
VK Development Corporation
19275 W. Capitol Dr.
Brookfield, WI 53045
(262) 790-6000
(262) 790-6010 (fax)

Nikki Mello
Commercial Development

239-455-2363
Extension 79861



ROAD RUNNER
HIGH SPEED ONLINE™
www.tw-swfla.com

August 10, 2005

Sanjay Kuttemperoor
VK Development
19275 W. Capitol Dr.
Brookfield, WI 53045

Dear Sanjay:

Enclosed in this package you'll find two original sets of Agreements for Treviso Bay. Each set includes a Bulk Agreement with Easement and an Access Agreement. I've marked where you're signature is required along with witnesses and notary.

You can return the signed Agreements in the enclosed paid overnight envelope and once countersigned by Time Warner I'll return one set of originals back to you for your records. **Please include a copy of the legal description for Treviso Bay with your return package.**

If you have any questions just let me know. If I don't speak to you before your trip, have a safe trip and I'll talk to you when you return. Thank you for all your time and effort.

Sincerely,

A handwritten signature in black ink, appearing to read "Nikki Mello".

Nikki Mello
Time Warner Cable

ENCLOSURES

TREVISO BAY DEVELOPMENT, LLC

19275 WEST CAPITOL DRIVE, SUITE 100
BROOKFIELD, WISCONSIN 53045
(262) 790-6000

August 15, 2005

Ms. Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, FL 34116

Re: Treviso Bay

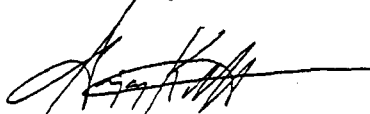
Dear Nikki:

Enclosed please find two original executed copies of the Bulk Cable Television Service and Easement Agreement ("Bulk Services Agreement") and the Cable Television Communications Service Access Agreement. Please have both copies of each document executed by Nancy Sanders on behalf of Time Warner Cable Inc. as indicated in each document, and return on fully executed copy to my attention for our records.

With respect to the Easement for Cable Television and Communications Service (the "Easement") that is part of the Bulk Services Agreement, please note that as we discussed, a copy of the executed Easement (not for recording) is included with the Bulk Services Agreement. We will retain the original executed Easement until the recording of the plat. At that time, we will provide you with the original executed Easement for you to record together with a copy of the plat identifying the Public Utility Easement Areas. Also, as discussed, pursuant to Section 3 of the Bulk Services Agreement, the easements with respect to each individual lot will only be granted through future plats to be recorded for such lots.

Thank you for your assistance with these documents. If you have any questions, please call me.

Sincerely,



Sanjay Kuttemperoor
Vice President

Nikki Mello
Commercial Development

239-455-2363
Extension 79861



ROAD RUNNER
HIGH SPEED ONLINE™
www.tw-swfla.com

September 27, 2005

Sanjay Kuttemperoor
VK Development
19275 W. Capitol Dr.
Brookfield, WI 53045

Dear Sanjay:

Enclosed you'll find your original copy of the fully executed cable agreement for Treviso Bay for your records. If you have any questions about the agreements please let me know.

Here are some other handy numbers for you to keep:

Don Roberts, construction manager 455-2363 ext. 91328
Melissa Carter, billing administrator 455-2363 ext. 79864

Thank you so much for working with me during this process. There's a lot more work to come in the creation of Treviso Bay and we're honored to be a part of that. Thank you for doing business with Time Warner.

Sincerely,

A handwritten signature in black ink, appearing to read "Nikki Mello".

Nikki Mello
Time Warner Cable

ENCLOSURES



Corporate Counsel

Christopher W. Cramer, Esq.

Sincerely,

If you have any questions regarding the enclosed, please call me.

In follow-up to your email to Sanjay, enclosed please find the original executed Easement for Cable Television and Communication Service relating to Treviso Bay.

Dear Nikki:

Re: Easement for Cable Television and Communication Service - Treviso Bay

Ms. Nikki Mello
Time Warner Cable
1610 SW 40th Terrace
Naples, FL 34116

June 6, 2006

Treviso Bay
NAPLES

