

REDACTED

ORIGINAL

060763-TL

MASTER MONITORING AGREEMENT

COPY

THIS AGREEMENT is made as of this 16th day of August, 2006 by DEVCON SECURITY SERVICES CORP., 9241 Brookwood Court, #5, Bonita Springs, Florida 34135 ("Devcon"), and Treviso Bay Development, LLC ("Treviso Bay") and Treviso Bay Property Owners Master Association, Inc. (the "Association"), 19275 W. Capitol Dr., Brookfield, WI 53045.

STATEMENT OF FACTS

WHEREAS Treviso Bay is the Developer and the Association is the master association in a community currently known as Treviso Bay (the "Development") which community is to contain up to approximately 1200 residential units ("Residences") when complete.

WHEREAS, Devcon is an Underwriters Laboratories ("UL") Listed ("UL Listed") alarm service company which operates a UL Listed central monitoring station that complies with UL Standards.

WHEREAS, Treviso Bay and the Association are desirous of assisting the residents of the Development in obtaining reliable, cost-efficient security service;

WHEREAS, Treviso Bay and the Association believe it to be in the best interest of the Residents, as defined below, for reasons of safety, consistency, cost and reliability that a single security provider be utilized for such security services;

WHEREAS, Treviso Bay and the Association desire to enter into this Agreement to enhance security services and ensure a uniform standard of basic services at competitive rates.

WHEREAS, Devcon desires to enter into this Agreement to reap the benefits of economics of scale and market its other products and services to Treviso Bay.

- CMP _____
- COM _____
- CTR _____
- ECR _____
- GCL _____
- OPC _____
- RCA _____
- SCR _____
- SGA _____
- SEC _____
- OTH _____

WHEREAS, Devcon has approached Treviso Bay about providing Systems (as defined below) to Residents (as defined below) at competitive prices.

NOW THEREFORE, in consideration of the sum \$10.00 and the other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties, intending to be legally bound, agree as follows:

1. **EXCLUSIVITY:** Treviso Bay and the Association grant Devcon the exclusive right to monitor any Burglar Alarms, Fire Alarms, Panic Alarms, and other electronic security systems installed in any of the Residences (collectively the "Systems") at the Development for the term. Notwithstanding anything contained herein to the contrary, Devcon acknowledges and agrees that (i) the Systems or the components of such Systems shall be selected by the owner ("Resident") of each of

DOCUMENT NUMBER DATE

00956 JAN 30 5

FPSC-COMMISSION CLERK 1078

01/25/2001 11:18 AM

the Residences in such Resident's sole discretion, (ii) the Systems or the components may or may not be purchased from and/or supplied by Devcon and may be purchased from and/or supplied by a competitor of Devcon, and (iii) that one or more Residents may elect to not install a System at their Residence. If applicable laws and regulations prohibit Treviso Bay and/or the Association from granting or Devcon from obtaining exclusive rights under this Agreement, 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 neither Treviso Bay nor the Association shall be in breach of this Agreement in connection with their compliance with such laws and regulations.

2. **INSTALLATION:** A. Devcon will provide access, via specific dealer identification, [REDACTED] or the Association, to enable the Guard House at the Development to monitor signals on a real-time basis on a PC located at the Guard House. Treviso Bay and the Association will, at no cost to Devcon, furnish, and maintain, a suitable PC and high-speed internet platform to run the automation to enable the Guard House to monitor signals on a real-time basis (the "Guard House Equipment"). Devcon will provide Treviso Bay and the Association, [REDACTED], with any necessary data entry for monitoring. Notwithstanding any provision(s) to the contrary, the Guard House Equipment and any related equipment and components shall be owned by Treviso Bay and/or the Association, as applicable, and Devcon shall have no ownership rights in or to or claim any interest of any kind (ownership, leasehold, or otherwise) in or to the Guard House Equipment.
- B. Devcon agrees to install Systems for Residents who purchase and contract for such System installation directly with Devcon, or through such Resident's builder. Devcon will install such Systems in accordance with all laws, rules, regulations, and industry accepted practices. The cost of such System installation will be agreed upon, in writing, by signed proposals with the Resident or builder, as applicable. Devcon will pay Treviso Bay upon the issuance of the certificate of occupancy relating to such Residence, [REDACTED] for each System installed in a Residence by Devcon. Treviso Bay and/or the Association shall in no way be liable to Devcon and no claim, suit or other assertion shall be made by Devcon in the event one or more of the Residents choose not to install a System purchased from Devcon.
3. **MONITORING FEE:** Devcon will provide monitoring to each Residence under the terms of this Agreement at a monthly fee of [REDACTED] (plus tax) (the "Monitoring Fee"). The Association shall inform each Resident of the existence of this Agreement and the monitoring services provided by Devcon pursuant to this Agreement, which monitoring services may be provided by Devcon to such Resident in accordance with a Monitoring Contract substantially in the form of Exhibit A. The final form of the Monitoring Contract shall be approved in writing by Treviso Bay and the Association prior to Devcon providing a Monitoring Contract to any Resident for execution. To the extent the terms and conditions of the final approved Monitoring Contract are inconsistent or conflict with the terms and conditions of this

Agreement, the terms and conditions of this Agreement shall control. The Association will pay Devcon, on a monthly basis, the Monitoring Fee for each Residence when a certificate of occupancy has been issued for such Residence, regardless of whether the Resident (a) has a System monitored by Devcon, (b) has paid the Association the monthly Monitoring Fee, or (c) has signed a Monitoring Contract. If any payment for which the Association is responsible under this Agreement is more than sixty (60) days delinquent, Devcon, may collect a delinquency charge of no higher than 1.5% per month. Any collection costs incurred by Devcon relating to the collection of payments due from the Association to Devcon under this Agreement, including reasonable attorney's fees, will be borne by the Association. [REDACTED]

Notwithstanding any provision(s) of this Agreement to the contrary, Devcon acknowledges and agrees that the Development is anticipated to contain approximately 1,200 Residences, but the actual number of residences actually constructed at the Development or for which certificates of occupancy are issued may be less than 1,200 Residences. Neither Treviso Bay nor the Association warrants or represents the actual number of Residences that will be constructed at the Development or that will be subject to this Agreement or the Monitoring Contracts, nor does Treviso Bay or the Association warrant or represent the time frame in which the actual number of Residences will be constructed at the Development. The Monitoring Fee shall be based on the actual number of Residences for which certificates of occupancy are issued. Neither Treviso Bay nor the Association shall have any liability of any kind to Devcon as a result of the actual number of Residences constructed or for which certificates of occupancy are issued at the Development being less than 1,200 Residences. Except for the Monitoring Fee set forth above, Treviso Bay and/or the Association shall in no way be liable to Devcon and no claim, suit, or other assertion shall be made by Devcon to Treviso Bay and/or the Association in the event one or more of the Residents choose not to install a System.

4. **MAINTENANCE:** A. Devcon agrees to make necessary repairs, exclusive of repairs to the Guard House Equipment, on the same day [REDACTED] [REDACTED] in the event the access provided to Treviso Bay or the Association to enable the Guard House at the Development to monitor signals in accordance with Section 2 of this Agreement is not working properly, provided such repairs are requested prior to 10:00 a.m. on such business day, or as soon as possible in the event of an emergency.

B. Devcon agrees to make necessary repairs to Residents' Systems on the same day, provided such repairs are requested prior to 10:00 a.m. on such business day. Devcon shall make repairs to Residents' Systems during its normal business hours of 9:00 a.m. to 5:00 p.m. on weekdays, excluding holidays observed by Devcon. Labor costs for such repair of Residents' Systems shall not exceed [REDACTED] per hour for weekday service. In the event a Resident requires service to its System during non-business hours, Devcon will charge [REDACTED] for such emergency service, which fee will not exceed [REDACTED] for the first hour and [REDACTED] for each additional half-hour

thereafter for each Resident. Any and all repairs to any Resident's System will be charged by Devcon to such Resident, and neither Treviso Bay nor the Association shall have any responsibility for any such charges for repairs to Residents' Systems. Additional service pricing shall be included in the Monitoring Contract. Each Resident shall be responsible for and shall pay when due the costs of any and all additional services included in such Resident's Monitoring Contract. Neither Treviso Bay nor the Association shall have any liability for any additional services included by any Resident in any Monitoring Contract. Any and all repairs required to any Resident's System shall be made at no cost to Treviso Bay or to the Association.

5. **DISCLAIMERS:** The obligation of Devcon to provide monitoring of the Systems to the Residents will become effective only after an acceptable test signal has been sent from the System in the Residence to Devcon's Central Station. Devcon's liability for monitoring is limited as provided in the Monitoring Contract. Devcon hereby indemnifies and holds Treviso Bay and the Association harmless from any and all claims and damages arising under the Monitoring Contracts for which Devcon is otherwise liable or for any negligent acts or omissions of Devcon under this Agreement or otherwise, including without limitation the costs of defense, judgments and reasonable attorney's fees.

Devcon and Treviso Bay and the Association acknowledge that Devcon's liability to the individual Residents is limited as provided in the Monitoring Contracts with such Residents, and nothing in this Agreement will be deemed to abrogate those protections afforded Devcon under such Agreements with respect to the limitation of liability to each Resident.

Treviso Bay and the Association understand that: (a) **DEVCON IS NOT AN INSURER**; (b) each individual Resident is responsible for obtaining all the insurance that he/she thinks is necessary, including coverage for personal injury and property damage; (c) the payments made to Devcon are not related to the value of the Residences nor the Resident's possessions, but rather are based on the cost of the System and Devcon's services; and (d) the Systems are designed to reduce, but not eliminate, injury, unauthorized entrances or fire and smoke damage to the Residences. Except as otherwise provided in this Agreement, Devcon assumes no liability for those risks.

6. **INSURANCE:** Upon request, at any time during the term of this Agreement, Devcon agrees to deliver evidence of its insurance to Treviso Bay and the Association. Treviso Bay or the Association will notify Devcon in writing within ten (10) days after notice of any claim, either by suit or otherwise. Devcon is to maintain and keep in full force and effect at all times during the terms of this Agreement general liability insurance and errors and omissions insurance coverage to protect against claims, suits, judgments, executions or demands in a sum not less than \$2,000,000 as to any one accident or occurrence for bodily injury and property damage combined. Devcon will name Treviso Bay and the Association as additional

insureds on any such policy and will ensure that the insurance provider will notify Treviso Bay and the Association in writing at least thirty (30) days prior to any cancellation of the policy.

7. **TERM.** The term of this Agreement will commence upon the execution of the Agreement by both Parties, and will continue thereafter for a period of [REDACTED] from the date of the issuance by Collier County of the first certificate of occupancy for a Residence at Treviso Bay. The term of this Agreement will automatically renew for [REDACTED] successive one [REDACTED] periods unless Treviso Bay or the Association, provides Devcon, at least thirty (30) days prior to the expiration of the term of this Agreement, written notice of their intent to terminate this Agreement, for any reason whatsoever, at the expiration of the then current term of this Agreement. In such event, Devcon shall not have the option of extending this Agreement as set forth above. In the event of a breach or default of this Agreement by either party, not otherwise cured as herein provided, the non-breaching party may terminate this Agreement with thirty (30) days written notice.

If this Agreement is terminated pursuant to the provisions herein, then the Monitoring Contracts by and between Devcon and the individual Residents of the Development are also terminated.

8. **REPRESENTATION.** Each of the parties represents that it has the authority to enter into and perform this Agreement, and that in doing so, it will not violate any agreement, order or law. Devcon represents that it has all state licenses required to perform hereunder.
9. **DEFAULT.** A party will be in default under this Agreement if it fails to perform its obligations or comply with any of its terms within thirty (30) days following receipt of written notice of such failure. In the event that the failure is not susceptible to being cured within the thirty (30) day period, such party will not be considered in default if such party will have commenced in good faith and with due diligence to cure such failure and will therefore within a reasonable time complete the curing of such failure. If the defaulting party fails to cure breach as set forth above, the non defaulting party shall have the right to terminate this Agreement within thirty (30) days of written notice.
10. **FEES AND COSTS.** Indemnities provided for herein will include payment of any and all costs incurred in preparation for or investigation of any claim or litigation, including without limitation reasonable attorney's fees and expert witness fees. In addition, in any litigation between Treviso Bay, the Association and/or Devcon concerning any provision of this Agreement, the prevailing party therein will be entitled to recover from the losing party, in addition to any money recovery or other relief, such reasonable attorney's fees, expert witness fees and costs and other costs and expenses incurred by the prevailing party as the Court may award, including those on appeal.

11. **JURISDICTION: WAIVER OF JURY TRIAL.** For the purpose of any suit or proceeding relating to this Agreement, the parties irrevocably consent and submit to the jurisdiction and venue of the state courts of Collier County, Florida or of the Federal courts in the Middle District of Florida. All claims must be brought within one (1) year of the date the claim arose. The provisions of this Agreement which apply to any claim remaining in effect even after this Agreement ends. **THE PARTIES WAIVE THEIR RIGHT TO A TRIAL BY JURY.**
12. **NOTICES.** All notices will be in writing and deemed received the same day (when delivered personally), five (5) days after mailing (when mailed) or the next business day (when delivered by overnight courier), if addressed as set forth in the first paragraph of this Agreement, or to such address as a party may indicate by a notice delivered to the other parties.
13. **ASSIGNMENTS:** This contract may be assigned by Treviso Bay to the Association at any time without the consent of Devcon. Upon such assignment, Treviso Bay shall be relieved of any obligations under this Agreement. The Association will then be obligated by the terms of this Agreement. Devcon may assign this contract to any affiliate controlled by the same individuals or entities that control or purchase Devcon.
14. **MISCELLANEOUS.** [a] **Entire Agreement.** This Agreement contains the parties entire Agreement, and supersedes all previous and/or contemporaneous oral agreements, negotiations and writings with respect to this subject matter. No change, termination or waiver of this Agreement will be binding unless signed by all of the parties hereto. [b] **Interpretation.** The use of headings is for ease of reference only, and such headings shall not constitute a part of this contract. This Agreement will not be construed against its drafter. The word "including" means "including without limitation." [c] **Parties in Interest.** This Agreement will be binding upon and will incur to the benefit of the successors and assigns of the parties. This Agreement is non-recourse to the partners of any party that is a partnership. [d] **Governing Law.** This Agreement is governed by the laws of the State of Florida. [e] **Incorporation.** All Exhibits or other documents referred to in this Agreement, as well as the "Statement of Facts," are incorporated by reference into this Agreement. [f] **Expenses.** The parties agree to pay all of their own costs incident to the negotiation of, and compliance with, all agreements contained in this Agreement on their part to be performed, including counsel fees. [g] Devcon will install each System and the Guard House Equipment in accordance with all laws, rules, regulations, and generally accepted industry practices. [h] Devcon shall provide the services contemplated under this Agreement and under each Monitoring Contract in a professional and timely manner and at least at the level of service equal to or better than similar monitoring companies in the State of Florida. [i] **Counterparts: Telecopy.** This Agreement may be executed in one or more counterparts, each of which when taken together will comprise one instrument. Delivery of executed signature pages by facsimile transmission will be binding. [j] **Severability** If any provision of this Agreement is found to be invalid, all of the

remaining provisions will remain in full force and effect. [k] Waiver. No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver. [l] Confidential. The terms of this Agreement are confidential. [m] Further Assurances. The parties agree to do or cause to be done such further acts as may reasonably be requested to complete these transactions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Devcon Security Services Corp.

By: [Signature]

Title: VP

Date: 8-22-06

Treviso Bay Development, LLC

By: [Signature]

Title: VICE PRESIDENT

Date: 8/16/06

Treviso Bay Property Owners
Master Association, Inc.

By: [Signature]

Title: VICE PRESIDENT

Date: 8/16/06



EXHIBIT "A"
MONITORING CONTRACT

DEALER (US): Devcon Security Services Corp. DATE:
ADDRESS: PHONE:
CLIENT (YOU): PHONE:
INSTALL AT: ADDRESS City State Zip
OWNER/PRINCIPAL OF CORPORATE CLIENT:
ADDRESS:
BILL TO ABOVE BILL TO OTHER
ADDRESS City State Zip

We agree to provide monitoring and/or other service to a security system owned by you as described on the attached Schedule of Protection (the "System").

You agree to pay for the MONITORING/SERVICES as follows:
Takeover/Replacement Fee: \$
Monitoring/Services: \$ per month** Billed [] Annually [] Quarterly
[] Other
Extended Service Program: \$ per month**
** Please applicable Federal, State and Local Sales and/or Use taxes. Payable in advance.
Telephone Company Charges Included [] Yes [] No

THE MONITORING/SERVICE CHARGE IS SUBJECT TO CHANGE AS SET FORTH IN PARAGRAPH 4. IN ADDITION, TOGETHER WITH THE FIRST PAYMENT, YOU WILL PAY THE PRO RATA SHARE OF THE MONITORING/SERVICE CHARGE FOR THE MONTH IN WHICH MONITORING/SERVICE BEGINS.

THE MONITORING TERM OF THIS CONTRACT IS FIVE YEARS. This term is automatically renewable. See paragraph 1.

One of our technicians will inspect your system at no charge. If we cannot monitor the System, we will so advise you, and this Contract will be automatically terminated. If additional work is required in order for us to be able to monitor the System, we will advise you in advance before performing any work, and either party may terminate this Contract without obligation within three business days of such inspection.

If during the term of this Contract, you request repair or replacement of any equipment in the System, we will advise you of any charge in advance and will not perform any work without your approval. All work will be performed at our current labor and materials cost. We provide service 24 hours a day, 365 days a year. A listing of the security devices currently installed at the above location is on the attached Schedule of Protection. You acknowledge that we are not required to, or responsible for, testing or inspecting the System unless you have separately contracted for this service, and that you are responsible to check the System at regular intervals to insure proper operation.

THIS CONTRACT IS NOT BINDING UNLESS APPROVED IN WRITING BY OUR AUTHORIZED REPRESENTATIVE. IN THE EVENT OF FAILURE OF SUCH APPROVAL, OUR ONLY LIABILITY SHALL BE TO RETURN TO YOU THE AMOUNT, IF ANY, YOU PAID UPON SIGNING THIS CONTRACT.

In certain states alarm agents are licensed and regulated. In this state the agencies is

IF YOU ARE A RESIDENTIAL CLIENT, YOU MAY CANCEL THIS CONTRACT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY FROM THE DATE OF THIS CONTRACT. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

YOU ACKNOWLEDGE RECEIVING A COPY OF THIS CONTRACT, AND UNDERSTAND THAT OUR LIABILITY IS LIMITED AS SET FORTH HEREIN.

THIS IS A CONTRACT - PLEASE READ FRONT AND BACK CAREFULLY BEFORE SIGNING.
This Contract is subject to the terms on the reverse, including paragraph 14.

DEALER (US) CLIENT (YOU)
BY Sales Representative BY Client Signature
DATE PRINT NAME HERE
APPROVED TITLE DATE
[] Office You decline Fire Protection System. Initials
DATE You decline Extended Service Program. Initials

1. Term and Renewal. The initial monitoring term will run from the date the System is activated for monitoring by us for the number of years stated above. After the initial term ends, this Contract (except for the limited Warranty), including the Extended Service Program Agreement when applicable, shall automatically renew for additional terms of one year unless either party shall give written notice of cancellation at least thirty (30) days prior to the expiration of the original term or any renewal thereof.

2. Our Services. We will monitor the System from the time you give us all

information we need to activate the System until we deactivate the System, as permitted under this Contract. Upon receipt of a signal indicating an intrusion (or fire, if applicable), our operator will make every reasonable effort to identify the signal and, using reasonable judgment, will make every reasonable effort to transmit notice of such signal to the police, fire department, or other appropriate party. We shall not be liable if the local authority determines the premises are secure or no fire exists, if instructed to do so by you in writing. We will also make reasonable efforts to notify a representative designated in writing by you. We shall be deemed to have used reasonable efforts to notify your representative if we have called the telephone number you have given us.

Upon receipt of an out of service signal, if the System has that capability, or a supervisory service signal, we will make every reasonable effort to notify your representative you have designated in writing.

You understand that during the time when the System is transmitting an alarm to our central station through a telephone line, you cannot use the line to call for help or to receive an incoming call.

If this Contract provides for radio backup alarm service, due to the nature of radio waves, there may be times when the radio transmitter or network may be unable to transmit radio control or retransmit a message. We recommend that a radio alarm system be used with another communication means, such as a digital dialer. Should your radio transmitter malfunction, it could interfere with the proper operation of the entire radio network. Federal Communications Commission regulations require that we have immediate access in your transmitter in the event of an emergency, which you hereby agree to provide. In the event that you refuse reasonable access, you agree that we may obtain an authorization order permitting access to fix or remove the transmitter, and you agree to pay all our expenses.

If this Contract provides for Guard Response Service, the following conditions shall apply. If you select Exterior Guard Service, in the event of a signal indicating an intrusion, we will make every reasonable effort to dispatch one of our guards, within availability having upon prior dispatch, to your location. The guard will visually inspect the building exterior from the response vehicle, and if the guard determines evidence of intrusion, will make every reasonable effort to notify your representative and you, and wait for the authorities to arrive. If you select Interior Guard Service, the guard will perform the duties of Exterior Guard Service and will also give your key to applicable authorities to let them into your premises. In no event shall the guard be required to enter your premises during an intrusion.

If this Contract provides for Keyholder Service, we agree to hold one or more keys for you, without identifying such key by name, and to use such key to get into your premises only to perform authorized service or as otherwise authorized by you. We shall be entitled in any of our telephone instructions as to the authorized use of such key or keys. In no event shall we be required to use such key or keys in connection with an intrusion.

3. Your Responsibilities. You must check your system regularly (but not less than monthly) in order to be sure that the System is properly functioning, including any motion detection devices, and report any problem to us promptly. If you have a fire alarm, you will also tell us in writing of any change in your fire rating number or agency. You must also tell us, in writing, of any change in the list of people we are to call in the event of an activation, and we will not be responsible for any errors, omissions, or failure to update such list by you.

4. Fee Increase. We shall have the right, at any time during the term of this Contract, to increase the monitoring service charges to reflect any additional taxes, fees or charges relating to the service we provide under this Contract which may be imposed on us by any utility or government agency and you agree to pay same. In addition, we may, at any time after one (1) year from the date the System is activated, increase the monitoring service charge by giving you a notice in writing. In the event the increase exceeds 10% of the current annual monitoring fee and you are unwilling to pay the increased charges, you may terminate this Contract by giving us written notice within thirty (30) days from the date of notice of the increase. If you fail to notify us within thirty (30) days, you will have agreed to the increase.

5. Default. A. EVENT OF DEFAULT. You shall be in default of this Contract if you: (a) fail to pay any installation charge, (b) fail to pay any monitoring service charge, (c) willfully or negligently cause repeat false alarms, (d) cancel this Contract before the end of its term, or (e) fail to perform any other obligation under this Contract.

B. OUR REMEDIES UPON DEFAULT.
1. **Terminate Contract.** If you default, we can terminate this Contract for (10) days after written notice of default if you have not cured the default by that date.

2. **Damages.** If you default, you will pay us any money due for any product or services we sold to you or performed for you before the default. In addition, you will pay us for breach of this Contract an amount equal to 50% of the remaining monitoring and/or Guard Response Service Program fees, plus any other damages to which we may be entitled under applicable law.

3. **Costs.** If you fail to pay any amount owed when you default, you shall also pay us all costs and expenses incurred by us in collecting any money you owe us, including reasonable attorney fees, costs, pre-judgment interest, and any other reasonable and related expenses of collection.

4. **Right to Deactivate System.** In addition to our other rights, we have the right to deactivate the System ten (10) days after written notice of non-payment or immediately if you willfully or negligently cause repeat false alarms. Upon termination of this Contract for default or otherwise, you agree that we may retain your premises to deactivate or shut off the communicator or memory chip. Whether or not we deactivate the System, we will have no responsibility to monitor any signals we may receive after we terminate this Contract. We shall also have the right to notify your insurance company that you do not have an operating System.

6. **Additional Charges.** You shall promptly reimburse us for any cost we incur, including fines, penalties or costs of our response service, at our usual rates, as a result of any false alarm originating from your premises. Any false alarm charge made directly against you shall be your sole responsibility.

If any payment due is not paid within twenty (20) days of the last day of the service period on the face of the invoice, a delinquent charge calculated at the rate of one and one-half percent (1-1/2%) per month of the amount due may be charged, or at such rate as may be permitted by law.

7. **Alarm Devices.** If the System includes a local bell, alarm, or similar audible device (referred to as "Alarm") and if we become aware that the Alarm is sounding, we will make every reasonable effort to notify you or your designated representative at the phone number and address you have given us in writing and notify local police or fire authorities, if required in our reasonable judgment. If we cannot reach you or your representative at the premises within thirty (30) minutes from the time we get confirmation that the Alarm is sounding, or if the local authorities ask us to turn off the Alarm at any time, you authorize us to do so and agree to hold us harmless and indemnify us for any fines, damages, or liability that may result. You acknowledge that if an alarm has an automatic cut off and neither of us knows if an Alarm sound, we will have no way of knowing the System was activated, and agree to hold us harmless for any damage which may result.

8. **Authorized Personnel.** Where required by system type installed and/or service contracted, you must give us a list of the names, addresses and telephone numbers of all persons authorized to enter the premises between any regularly scheduled times for opening and closing the premises and who may be called upon for a key to enter your premises during such periods, and all persons authorized to arrange an unscheduled opening/closing and/or authorized to be in your premises during the regularly scheduled closed period, and/or to hold the key in the event of an alarm or an emergency. You shall also give us a written daily and holiday opening and closing schedule. All changes in the above shall be supplied to us in writing.

9. **System Interruption.** You understand that the System transmits

alarms by telephone, radio, cable, or microwave, and that none of such services are in all areas, and you specifically acknowledge that the transmission of signals may be interrupted, circumvented or compromised. In addition, you understand that a digital communication is a non-supervised reporting device. If the telephone line is not operative, we cannot tell this and cannot receive a signal unless the line is operative.

10. **Client Consent.** You understand that our central station may tape incoming and outgoing telephone calls and consent to such taping.

11. **Damage or Destruction.** We can cancel this Contract without previous notice at our option, if our central station, our in-house link or equipment at your premises are destroyed by fire or other catastrophe or are so substantially damaged that it is impractical to continue service. You may likewise cancel if your premises are similarly destroyed or damaged. We will refund any advance payments you made for service in the month after the date we terminate, but you must pay for any services previously rendered.

12. **Termination of Connections.** We can terminate this Contract at any time if we cannot either secure or retain the connections or rights to transmit radio, telephone, and/or data signals between your premises and our central station or between our central station and the police or other authority, and we shall not be liable for any damage or subjected to any penalty as a result of such termination. We will refund any advance payments you made for service in the month after the date we terminate, but you shall pay for any services previously rendered.

13. **Acts of God.** We assume no liability for delays in installation of the equipment, or for interruptions of service due to strikes, riots, floods, fires, acts of God or any cause beyond our control, including interruption of alarm transmission, and will not be required to supply you services during any such interruption of service.

14. **Limitation of Damages. A.** You understand and agree that we are not an insurer and that you must obtain insurance, if any, covering personal injury and property loss or damage on your premises and that the payments provided in the contract are limited to the value of the service as set forth herein and are unrelated to the value of your property or the property of others that may be located on your premises. You represent that you have adequate insurance to protect your premises and property.

B. You acknowledge that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from our negligence, or our failure to perform any of our obligations, or a failure of the System to properly operate, because of, among other things, the uncertain amount of value of your property or the property of others which may be lost or damaged; the uncertainty of the response time of the police or other authority; the inability to determine what portion, if any, of any loss would be proximately caused by our failure to perform any of our obligations or the failure of our equipment to properly operate; or the nature of the services we are to perform.

C. You agree that if we are found liable for any loss or damage resulting from the products or services to be provided under this Contract, our LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO THE TOTAL OF ONE HUNDRED FIFTY (150) YEARS MONITORING PAYMENTS OR FIVE HUNDRED DOLLARS (\$500), WHICHEVER IS LESS, and this liability shall be exclusive and shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from a failure of the System or performance or nonperformance of any of our obligations and shall apply whether such claim is for negligence, gross negligence, misfeasance, nonfeasance, express or implied warranty, strict or product liability, breach of contract, contribution or indemnification, or any other legal claim against us, our employees, agents or assignors. WE SHALL NOT BE LIABLE FOR ANY GENERAL OR CONSEQUENTIAL DAMAGES.

D. In the event that you want to increase our limit of liability, you can do so by paying an additional charge, and a rider shall be attached hereto setting forth the terms, conditions, and amounts of the additional limited liability and the additional annual charge therefor, but this additional obligation shall in no way be interpreted to limit our maximum.

15. **Third Party Indemnification.** When you have property belonging to others in your custody in the ordinary course of business, or the System premises, the property of third parties, you agree to defend, indemnify, defend and hold us, our employees and agents harmless against all claims brought by such parties. This provision shall apply to all claims regardless of cause or theory of liability.

16. **Commencement of Action.** All actions, legal or equitable, against us must be commenced in court within one (1) year after either the cause of action has accrued or the act, omission or event occurred from which the action arises, whichever is earlier, without judicial extension of time, or such action is barred, time being of the essence of this paragraph.

17. **Assignment.** This Contract may be assigned by you to any successor company or a new owner of your premises, upon our prior written approval. We may assign this Contract to any affiliate or new owner of our business without notice, or approval, by you.

18. **Bind and Inure.** You agree that this Contract and particularly these paragraphs relating to disclaimer of warranties, limitation of damages and third party indemnification, inure to the benefit of the manufacturer of any equipment installed by us and to any subcontractors who provide monitoring, maintenance, installation or service of the System provided herein.

19. **Waiver of Subrogation.** In case of damage or destruction to your premises or property by any cause within the scope of your insurance, whether such damage was caused by us, or any party for whom we may be responsible under this Contract, you agree that your insurer shall not look for reimbursement to us, our agents, employees or assigns or to any third party against whom you may have a claim in respect.

20. **Severability.** If any provision of this Contract is held invalid, including but not limited to, any provision relating to limitation on our liability or your remedies, all other provisions shall survive in full force and effect.

21. **Entire Agreement.** This Contract, together with any related schedules, represents the entire agreement of the parties. If there is any conflict between this Contract and your purchase order, or any other document, this Contract will govern, with the purchase order or other document in prior or subsequent to this Contract. It is mutually understood and agreed that any or subsequent to this Contract, no matter in what form, express or implied, not included in writing in this Contract shall not be binding upon any party and that the Contract may not be altered, modified or otherwise changed at any time except with the consent of each of the parties hereto, and in the form of a written addendum to this Contract.

22. **Headings.** The use of headings is for ease of reference only, and such headings shall not constitute a part of this Contract.

23. **Credit Check Authorization:** I authorize dealer to check credit rating and answer questions about credit experience with same.

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Friday, December 01, 2006 1:15 PM
To: 'Chris Cramer'
Subject: FW: Marketing Agreement from Embarq - Treviso Bay

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

From: Pate, Kristen M [LTD] [mailto:Kristen.M.Pate@embarq.com]
Sent: Thursday, July 06, 2006 7:50 AM
To: Sanjay Kuttemperoor
Cc: Hurst, Chuck [LTD]
Subject: RE: Marketing Agreement from Embarq - Treviso Bay

Sanjay,

Please find attached the most updated sample Marketing Agreement. Please let me know if you have any questions by July 12th. After that date, I will be relocating up to Washington DC and will no longer be the contact for SW Florida. If you have any questions after that point, please let Chuck Hurst know. He can be reached at 407-889-6492 or at Chuck.X.Hurst@embarq.com. I hope to hear from you soon.

Thank you Sanjay! Have a wonderful day.

Kristen Pate

EMBARQ Corporation
(239) 335-8403
Kristen.M.Pate@embarq.com

From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Wednesday, July 05, 2006 10:10 AM
To: Pate, Kristen M [LTD]
Subject: RE: Marketing Agreement from Sprint

ok

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

From: Pate, Kristen M [LTD] [mailto:Kristen.M.Pate@embarq.com]
Sent: Saturday, June 24, 2006 8:36 AM

To: Sanjay Kuttemperoor
Subject: RE: Marketing Agreement from Sprint

Thanks Sanjay! We are finalizing a new, similar agreement for our new company, Embarq. Once that is completed I will share with you. When you are ready to proceed, please let me know!

Thank you, and have a great weekend!

Kristen Pate

EMBARQ Corporation
(239) 335-8403
Kristen.M.Pate@embarq.com

From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Saturday, June 24, 2006 6:01 AM
To: Pate, Kristen M [LTD]
Subject: RE: Marketing Agreement from Sprint

I will review the agreement next week. Thanks.

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

From: Pate, Kristen M [LTD] [mailto:Kristen.M.Pate@embarq.com]
Sent: Wednesday, June 21, 2006 10:32 AM
To: Sanjay Kuttemperoor
Subject: RE: Marketing Agreement from Sprint

Hello Sanjay!

I hope this email finds you doing well. Just following up on this opportunity. How are construction plans coming along at the project? I look forward to hearing from you and any questions you may have about the Agreement.

Thank you!

Kristen Pate

EMBARQ Corporation
(239) 335-8403
Kristen.M.Pate@embarq.com

From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Tuesday, May 23, 2006 6:05 PM
To: Pate, Kristen M [LTD]
Subject: RE: Marketing Agreement from Sprint

Still have not gotten to this...thanks for your patience.

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

From: Pate, Kristen M [LTD] [mailto:Kristen.M.Pate@sprint.com]
Sent: Wednesday, May 03, 2006 8:00 AM
To: Sanjay Kuttemperoor
Subject: RE: Marketing Agreement from Sprint

Good Morning Sanjay!

It has been several weeks since we briefly spoke and I wanted to Follow up to see what your thoughts were on the information I sent you. These were rough figures that are only estimates and can not be used to guarantee revenues. But as you can see, there are many benefits to signing up as a Developer Market's property in addition to the revenues created, including:

- *One point of contact for your Development's Communication needs
- *Dedicated Call center for all of your residents, providing exceptional customer service and differentiation
- *Opportunities for Premises events, sponsored by Sprint

Please let me when you will be available to meet and discuss further, or when you are ready to move forward on executing a Marketing Agreement.

Thank you!

Kristen Pate
(239) 335-8403
Kristen.M.Pate@sprint.com

EMBARO AGREEMENT FOR MARKETING OF SERVICES

Redacted

RESTRICTED PROPRIETARY INFORMATION

The information contained herein is for use by authorized employees of the Parties hereto only
and is not for general distribution within or outside their respective companies.

Redacted

RESTRICTED PROPRIETARY INFORMATION

The information contained herein is for use by authorized employees of the Parties hereto only
and is not for general distribution within or outside their respective companies.

Redacted

RESTRICTED PROPRIETARY INFORMATION

The information contained herein is for use by authorized employees of the Parties hereto only
and is not for general distribution within or outside their respective companies.

Redacted

RESTRICTED PROPRIETARY INFORMATION

The information contained herein is for use by authorized employees of the Parties hereto only and is not for general distribution within or outside their respective companies.

Redacted

RESTRICTED PROPRIETARY INFORMATION

The information contained herein is for use by authorized employees of the Parties hereto only and is not for general distribution within or outside their respective companies.

Redacted

RESTRICTED PROPRIETARY INFORMATION

The information contained herein is for use by authorized employees of the Parties hereto only
and is not for general distribution within or outside their respective companies.

Redacted

RESTRICTED PROPRIETARY INFORMATION

The information contained herein is for use by authorized employees of the Parties hereto only and is not for general distribution within or outside their respective companies.

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Friday, December 01, 2006 1:16 PM
To: 'Chris Cramer'
Subject: FW: Treviso Bay Co-Marketing Agreement from Sprint

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

From: Pate, Kristen M [LTD] [mailto:Kristen.M.Pate@sprint.com]
Sent: Monday, January 09, 2006 11:46 AM
To: Sanjay Kuttemperoor
Cc: Chris Gray; Pate, Kristen M [LTD]; Cartwright, Harriet S [LTD]
Subject: RE: Treviso Bay Co-Marketing Agreement from Sprint

Hello Again Sanjay!

I hope you had a wonderful New Year and that 2006 has been good so far for you! I am attaching an updated Marketing Agreement with updated dates. I will be in the Naples Area next Monday and would love to stop by and introduce myself, as well as pick up the two signed contracts. Please let me know if you will be available next Monday afternoon, say around 2 or 2:30? If this is not convenient for you, you can also print and sign two (2) copies of the agreement and send them to me at the address below. Please keep in mind the Tax ID is still needed on page 4.

I hope you are available so we can finally meet! Please feel free to contact me with any questions you may have!

Thank you!

Kristen Pate

Sales Manager - Developer Markets

1520 Lee Street
 Ft. Myers, FL 33901
 Phone: 239.335.8403
 Fax: 239.334.0583
 Kristen.M.Pate@sprint.com

From: Pate, Kristen M [LTD]
Sent: Tuesday, December 27, 2005 10:51 AM
To: 'Sanjay Kuttemperoor'
Cc: 'Chris Gray'; Cartwright, Harriet S [LTD]
Subject: RE: Treviso Bay Co-Marketing Agreement from Sprint

Thank you for your response Sanjay! If your schedule should allow us to meet before the first, please feel free to contact me. Otherwise, I will work on a new contract that will be effective February 1, 2006. As mentioned previously, the revenue share percentage may have to be renegotiated since we will then be into 2006.

Happy New Year and I look forward to hearing from you!

1/26/2007

1133

Thank you,

Kristen Pate

(239) 335-8403

Kristen.M.Pate@sprint.com

From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Tuesday, December 27, 2005 10:35 AM
To: Pate, Kristen M [LTD]
Cc: 'Chris Gray'
Subject: RE: Treviso Bay Co-Marketing Agreement from Sprint

Kristen:

I will not be able to address this until after the first of the year.

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

From: Pate, Kristen M [LTD] [mailto:Kristen.M.Pate@sprint.com]
Sent: Tuesday, December 27, 2005 9:38 AM
To: Pate, Kristen M [LTD]; sanjay@vkdevelopment.com; Chris Gray
Cc: Cartwright, Harriet S [LTD]
Subject: RE: Treviso Bay Co-Marketing Agreement from Sprint

Good Morning Chris and Sanjay!

I wanted to follow up with you to see if you had any other questions regarding the Marketing Agreement for Treviso Bay. If you are available on Thursday or Friday, I would love to meet with you for lunch.

One note, the effective date on the contract you have is January 1, 2006. If you are unable to sign prior to that date, we will have to draw up a new contract. I look forward to hearing from you!

Thank you!

Kristen Pate

(239) 335-8403

Kristen.M.Pate@sprint.com

From: Pate, Kristen M [LTD]
Sent: Wednesday, December 07, 2005 12:47 PM
To: sanjay@vkdevelopment.com; 'Chris Gray'
Cc: Cartwright, Harriet S [LTD]
Subject: Treviso Bay Co-Marketing Agreement from Sprint

Good Afternoon Chris and Sanjay!

Thank you so much for providing your information so quickly! Please find attached the Marketing Agreement we have discussed. I have highlighted the two areas that still need to be filled in:

-The address of the site can be an intersection or approximate location at this time, but we will need unit addresses in the future in order to implement the payment of commissions.

-Also, the Tax ID will need to be included.

Once you have that information included, please print and sign two copies (page 4) for Sprint, including the W-9 information (pages 7-10). You may also want to print an additional copy for your records until the official copy is returned to you.

I would love to schedule a time for us to meet for lunch, so we can discuss the project a bit more and I can pick up the contract. Please let me know your availability and we will set it up!

Feel free to contact me with any questions you may have! Sanjay, I hope I am able to meet you soon, and Chris, I look forward to seeing you again!

Thank you,

Kristen Pate

Sales Manager - Developer Markets

1520 Lee Street

Ft. Myers, FL 33901

Phone: 239.335.8403

Fax: 239.334.0583

Kristen.M.Pate@sprint.com

SPRINT AGREEMENT FOR MARKETING OF SERVICES

Redacted

RESTRICTED PROPRIETARY INFORMATION

The information contained herein is for use by authorized employees of the Parties hereto only
and is not for general distribution within or outside their respective companies.

Redacted

Redacted

RESTRICTED PROPRIETARY INFORMATION

The information contained herein is for use by authorized employees of the Parties hereto only
and is not for general distribution within or outside their respective companies.

Redacted

RESTRICTED PROPRIETARY INFORMATION

The information contained herein is for use by authorized employees of the Parties hereto only
and is not for general distribution within or outside their respective companies.

Redacted

Redacted

RESTRICTED PROPRIETARY INFORMATION

The information contained herein is for use by authorized employees of the Parties hereto only and is not for general distribution within or outside their respective companies.

Redacted

RESTRICTED PROPRIETARY INFORMATION

The information contained herein is for use by authorized employees of the Parties hereto only and is not for general distribution within or outside their respective companies.

Redacted

RESTRICTED PROPRIETARY INFORMATION

The information contained herein is for use by authorized employees of the Parties hereto only and is not for general distribution within or outside their respective companies.

Redacted

RESTRICTED PROPRIETARY INFORMATION

The information contained herein is for use by authorized employees of the Parties hereto only and is not for general distribution within or outside their respective companies.

Redacted

RESTRICTED PROPRIETARY INFORMATION

The information contained herein is for use by authorized employees of the Parties hereto only and is not for general distribution within or outside their respective companies.

Redacted

RESTRICTED PROPRIETARY INFORMATION
The information contained herein is for use by authorized employees of the Parties hereto only
and is not for general distribution within or outside their respective companies.

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Tuesday, April 18, 2006 6:11 AM
To: 'Chris Cramer'
Subject: FW: Marketing Agreement from Sprint

Put this on your list to review and give me your comments.

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

From: Pate, Kristen M [LTD] [mailto:Kristen.M.Pate@sprint.com]
Sent: Monday, March 20, 2006 2:16 PM
To: Sanjay Kuttemperoor
Subject: Marketing Agreement from Sprint

Hello Sanjay,

It was a pleasure to briefly speak with you on the phone today regarding our Revenue Sharing Program. I have attached a few documents that explain it's benefits, as well as a sample agreement for you to review and a worksheet that clarifies the information we need. Below you will see an example of what you can expect to receive in terms of revenue with a [REDACTED] Marketing agreement for Sprint's Local, Long Distance, and High Speed Internet Services. (The term is usually modeled after build out of the community, with an additional [REDACTED] [REDACTED] to extend the benefits even further for you.)

With [REDACTED] Revenue sharing:

Typical Household Bill: [REDACTED]
 Units in Treviso Bay: 1200

Therefore you can expect to see on a monthly basis [REDACTED] from each unit (on average). This equates to [REDACTED] per year per unit for a total of approximately [REDACTED] per year and roughly [REDACTED] for the contract life. Most households will actually spend more when they get our High Speed internet services and better yet when they purchase a DISH product from us. This money can be put back toward the community or used in any manner you feel fit. This [REDACTED] offer is good for 30 days from this email.

I will remind you that all numbers and percentages discussed are confidential and are not to be shared with anyone outside VK Development or Sprint. In the same regard, I have told Chris and will re-state to you that we will in turn not share any of the plans for your community. I have attached a Non-Disclosure agreement that we must have on file prior to signing a contract. This can be signed and faxed to me at the number below.

I look forward to meeting with you in the next few weeks to discuss Treviso Bay and a mutually beneficial relationship between VK Development and Sprint. Have a wonderful day!

Sincerely,

Kristen Pate
 Customer Relationship Manager - Developer Markets

1520 Lee Street
 Ft. Myers, FL 33901
 Phone: 239.335.8403

Fax: 239.334.0583
Kristen.M.Pate@sprint.com



MUTUAL NONDISCLOSURE AGREEMENT

Redacted

Redacted



Sprint Marketing Agreement ***Frequently Asked Questions***

Why would Sprint offer to share their local billed revenue when they already provide service to my community?

Sprint continually markets products and services in multiple venues to position the Sprint brand in the forefront when customers are making purchasing decisions. As most new residents will request communication products and services when moving, Sprint believes it is advantageous to provide current product information and a preferred contact number to the consumer during this pivotal timeframe. Sprint Marketing Agreements designates a set percentage of the local billed revenue to be paid to the Developer or Builder for their assistance in providing new residents with information during this unique opportunity.

What is included in the revenue sharing and when is it paid?

A percentage of Sprint provided local service, features, bundles and long distance services are included in a monthly payment made to the designated recipient. Additionally, revenues generated from Sprint's High Speed Internet service may be included in the agreement if this service is available at the assigned property.

What are the Developer or Builder's responsibilities?

To promote Sprint services in a quality manner at the property, distribute a Sprint provided information packet to new residents at the time of closing and to disallow the marketing or promotion of comparable services offered by Sprint's competitors. Additionally, Sprint may request to co-sponsor specific functions designed to address your community's questions regarding Sprint products or services.

What if I develop or build other communities?

Additional properties located within any of Sprint's nationwide local serving areas may be included in a marketing agreement upon the mutual consent of both parties.



To receive a Sprint Marketing Agreement for your consideration please contact
Kristen M. Pate at 239 335-8403 or
Kristen.M.Pate@mail.sprint.com





Why do so many communities desire a Sprint Marketing Agreement?

The Sprint Marketing Agreement Program offers a unique opportunity for *selected* property developers and management companies to join with Sprint in creating a unique resident experience when choosing all their communications needs.

Advantages of a Sprint Marketing Agreement Include:

- Revenue sharing with the property's developer or designated property management company.
- Direct access to a specialized Sprint call center designed exclusively to assist new residents of properties participating in Sprint's Marketing Agreement Program.
- Sprint-provided full color brochures and staff training to ensure your new residents enjoy the benefit of this distinctive experience.
- An escalation process for assistance should a resident encounter an unresolved installation, billing or service issue.
- Sprint-hosted events showcasing high-speed Internet and wireless service along with money-saving bundles of Sprint services.



For more information please contact:
Kristen M. Pate at 239 335-8403 or
Kristen.M.Pate@mail.sprint.com



SPRINT AGREEMENT FOR MARKETING OF SERVICES

Redacted

RESTRICTED PROPRIETARY INFORMATION

The information contained herein is for use by authorized employees of the Parties hereto only and is not for general distribution within or outside their respective companies.

Redacted

Redacted

Redacted

RESTRICTED PROPRIETARY INFORMATION

The information contained herein is for use by authorized employees of the Parties hereto only
and is not for general distribution within or outside their respective companies.

Redacted

RESTRICTED PROPRIETARY INFORMATION

The information contained herein is for use by authorized employees of the Parties hereto only and is not for general distribution within or outside their respective companies.

Redacted

RESTRICTED PROPRIETARY INFORMATION
The information contained herein is for use by authorized employees of the Parties hereto only
and is not for general distribution within or outside their respective companies.

Redacted

RESTRICTED PROPRIETARY INFORMATION

The information contained herein is for use by authorized employees of the Parties hereto only and is not for general distribution within or outside their respective companies.

Redacted

RESTRICTED PROPRIETARY INFORMATION
The information contained herein is for use by authorized employees of the Parties hereto only
and is not for general distribution within or outside their respective companies.

Redacted

RESTRICTED PROPRIETARY INFORMATION
The information contained herein is for use by authorized employees of the Parties hereto only
and is not for general distribution within or outside their respective companies.

Redacted

RESTRICTED PROPRIETARY INFORMATION

The information contained herein is for use by authorized employees of the Parties hereto only and is not for general distribution within or outside their respective companies.

Redacted

Page 1	Property Owner's Legal Name (1)	
	Property Owner's Name (2)	
	Property Owner's Legal Address (1)	
	Property Owner's Address (2)	
	Property Owner's City, State, zip	
Page 1	Term	
	Start Date	
	End Date	
Page 3	Property Owner Contact	
	Contact Telephone	
	Property Owner	
	Property Owner's Address	
	Property Owner's City, State, zip	
Page 4	Contact's email	
Page 4	Taxpayer Identification Number	
	Name of Property	
	Property Street Address	
	Property City, State and Zip	
Page 6	Number of Units	
	(LIST ALL BELOW)	
	Name of Property	
	Property Street Address	
	Property City, State and Zip	
	Number of Units	
	Name of Property	
	Property Street Address	
	Property City, State and Zip	
	Number of Units	
	Name of Property	
	Property Street Address	
	Property City, State and Zip	
	Number of Units	
	Name of Property	
	Property Street Address	
	Property City, State and Zip	
	Number of Units	
	Name of Property	
	Property Street Address	
	Property City, State and Zip	
	Number of Units	

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Friday, January 26, 2007 9:20 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: Misener, Robert E [LTD] [mailto:Robert.Misener@sprint.com]
Sent: Wednesday, October 12, 2005 9:37 AM
To: Sanjay Kuttemperoor; Chris Gray
Subject: RE: Treviso Bay

Will do ... looking forward to meeting with you.

From: Sanjay Kuttemperoor [mailto:sanjay@vkdevelopment.com]
Sent: Wednesday, October 12, 2005 9:45 AM
To: Misener, Robert E [LTD]; 'Chris Gray'
Subject: RE: Treviso Bay

Robert:

Please bring copies of your documents with you for our meeting tomorrow. Thanks.

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

From: Misener, Robert E [LTD] [mailto:Robert.Misener@sprint.com]
Sent: Wednesday, September 21, 2005 7:45 AM
To: Chris Gray
Cc: Sanjay Kuttemperoor
Subject: RE: Treviso Bay

Chris ---

I've included a few attachments that pertain to our revenue sharing program so that you have something to review, but the short description is this:

Even though we're a regulated utility and cannot directly discount the price of tariffed services such as local dial tone, we are able to pay co-marketing fees to developers who help us promote those services. Unless your agreement with the cable company (I presume it's Comcast) calls for you to promote their voice services, VK Development (or possibly Premier Properties) would be able to receive a recurring percentage of the local Sprint billing generated by Treviso Bay in exchange for directing your new residents to a special Sprint call center that handles this program. The residents are directed to that call center through a Sprint-provided brochure that the homeowner is given in a welcome packet or at your design center. Your sales center staff is NEVER required to handle any sales, service or billing issues.

1/26/2007

1165

Commissionable services include local dial tone, calling features, long distance calling and high speed Internet. Of course, if you've agreed to provide bulk high-speed Internet service from the cable company as part of the HOA fees, then we would most likely exclude that from the agreement since we wouldn't make it available to Treviso Bay under those circumstances.

That's about it ... our bulk high speed Internet and bulk video programs are separate from the revenue sharing program and many communities just participate in the co-marketing program. I'll be glad to meet with you if you like after you've had a chance to review these attachments. Please note that the sample marketing agreement is just that -- a sample -- and we can change the terms to more closely match your buildout schedule for Treviso Bay.

Please feel free to contact me if you have any questions, and let me know if you'd like to set up a meeting.

Thanks

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

From: Chris Gray [mailto:cgray@vkdevelopment.com]
Sent: Wednesday, September 21, 2005 8:56 AM
To: Misener, Robert E [LTD]
Cc: 'Sanjay Kuttemperoor'
Subject: RE: Treviso Bay

Bob- Why don't you fill us in on the program? Would you like to meet? Do you need any specific information about the project? If it is easier to provide us a proposal via an e-mail as a starting point we are open to however you would like to proceed.

Cg

From: Misener, Robert E [LTD] [mailto:Robert.Misener@sprint.com]
Sent: Monday, August 29, 2005 11:59 AM
To: Chris Gray
Subject: RE: Treviso Bay

Chris ---

Thanks for the update. Based on our conversations and e-mails about this in June, it didn't sound like this was a done deal yet since you mentioned that negotiations were underway.

There is still a revenue sharing program available to you if you're interested in promoting Sprint's local phone service to the residents of Treviso Bay. As long as this isn't in conflict with the agreement you've already signed, you'd still be able to benefit in part from Sprint's Developer Markets program.

Let me know if you're interested and I can provide you with additional details.

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

From: Chris Gray [mailto:cgray@vkdevelopment.com]
Sent: Monday, August 29, 2005 11:22 AM
To: Misener, Robert E [LTD]
Cc: 'Sanjay Kuttemperoor'
Subject: RE: Treviso Bay

Bob- I spoke directly with Tom Gorman about this last week. VK has entered into a contract with a cable/ internet service provider. Honestly we were not aware of Sprints abilities to deliver these services as we had gone down the path of discussions with Comcast and Time Warner. In essence your communication was too late for VK to give consideration.

Tom indicated to me last week that he will move ahead on design for Treviso based on this reality.

Let me know if you need any other information.

Cg

From: Misener, Robert E [LTD] [mailto:Robert.Misener@sprint.com]
Sent: Monday, August 29, 2005 9:24 AM
To: Chris Gray
Subject: FW: Treviso Bay

Chris ---

Our field engineers are hearing that VK Development has entered into a deal with the cable company to provide bulk high-speed Internet to the residents of Treviso Bay. Can you confirm this, since it affects the type of facilities that we deploy to serve the community? If we have no need to provide broadband services such as high-speed Internet or video programming, we won't make these services available at Treviso Bay.

Thanks ...

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

From: Misener, Robert E [LTD]
Sent: Tuesday, August 02, 2005 7:47 AM
To: 'Chris Gray'
Subject: RE: Treviso Bay

Chris ---

It's been a while since I've heard from you and was wondering if VK Development has any continued interest in the various programs that we have in Developer Markets. Please let me know if and when you'd like to put together a meeting.

Thanks ...

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

From: Chris Gray [mailto:cgray@vkdevelopment.com]
Sent: Wednesday, June 08, 2005 9:04 AM
To: 'Todd Kendall'; Misener, Robert E [LTD]
Cc: 'Sanjay Kuttemperoor Esq. (E-mail)'; 'Cheryl Deering'
Subject: RE: Treviso Bay

Bob- Feel free to call me @ 262-613-5832 to discuss.

Cg

From: Todd Kendall [mailto:tkendall@naples.com]
Sent: Tuesday, June 07, 2005 12:51 PM
To: Misener, Robert E [LTD]
Cc: Chris Gray (E-mail); Sanjay Kuttemperoor Esq. (E-mail); Cheryl Deering
Subject: RE: Treviso Bay

Bob, will forward to VK development. When he is next in town I will see if Mr. Kuttemperoor and anyone else from the development team is available for a meeting.
Todd

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

From: Misener, Robert E [LTD] [mailto:Robert.Misener@mail.sprint.com]
Sent: Tuesday, June 07, 2005 11:11 AM
To: Todd Kendall
Subject: RE: Treviso Bay

Todd ---

The two areas overlap if the developer feels that being able to market a fiber-to-the-home community creates a competitive advantage in the market. Aside from the technical advantages of the FTTH platform itself, there are financial incentives for the developer that are tied to the FTTH bulk high speed Internet service and co-marketing programs. If these things are of interest to the developer, we're coming up to the point where we need to know if we'll be building a fiber network for Treviso Bay.

If offering a community with fiber-to-the-home technology isn't a priority for VK, we can just proceed with our traditional copper network. The community would still be able to have high-speed Internet access on a copper network and we could still offer a revenue sharing arrangement to you or the developer (as appropriate) in return for your co-marketing efforts. The main difference with a copper network is its limitations with respect to transporting video programming. Considering that this will be a PGA tournament site, that might be a factor.

Knowing your involvement with the sales and marketing side of things, I just wanted you and the developer to be aware of the relationship between our marketing programs and the community's infrastructure. If you think that a fiber-to-the-home community is something that you'd like to have at Treviso, please call me and we can talk about this in more detail.

Thanks ...

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

From: Todd Kendall [mailto:tkendall@naples.com]
Sent: Tuesday, June 07, 2005 10:22 AM
To: Misener, Robert E [LTD]
Cc: Chris Gray (E-mail)
Subject: RE: Treviso Bay

Hi Bob, this is not my area. I am only responsible for sales and marketing. Chris Grey is the project manager and I believe would be the individual responsible for anything to do with infrastructure. I will copy this e-mail to Chris so you both have contact information... Regards, Todd

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

From: Misener, Robert E [LTD] [mailto:Robert.Misener@mail.sprint.com]
Sent: Tuesday, June 07, 2005 8:37 AM
To: Todd Kendall
Subject: RE: Treviso Bay

Todd ---

In my role with the Developer Markets Group I regularly work with all our outside plant and network engineering folks. They're at the point where they need to start planning and budgeting for the network infrastructure at Treviso Bay, so even though you're not planning to begin sales for a while yet, we probably need to get together to see what your interest is in Sprint's offerings with regard to fiber-to-the-home, high-speed Internet access, video programming, wireless networking, etc. Is there sometime in your schedule

where we could get together to discuss further?

Thanks ...



Welcome

Connect with Sprint

**Save money when you customize
and combine your Sprint services today!**

Local Long Distance Wireless High-Speed Internet Satellite TV

1-866-706-4722
sprint.com/communities



One Sprint. Many Solutions.™



Welcome to your new home!

Did you know as part of an agreement between your community and Sprint, residents have access to special offers on Sprint services including local phone service, long distance, wireless, high-speed internet and satellite TV?

It's true. And as another part of our ongoing commitment to you, Sprint has appointed a distinct group of representatives to provide personalized assistance to you and your community.

To find out about other offers and services available to you, call or visit our website today!

1-866-706-4722
sprint.com/communities

Sincerely,

Blair Tate
Program Manager

For your convenience,
please tear off the attached card
and keep it where you can
find it easily.

Questions?

1-866-706-4722
sprint.com/communities



Choose the communication services that fit your lifestyle

Local Long Distance Wireless High-Speed Internet Satellite TV

Sprint Solutions

Get unlimited local calling and choose the long distance plan that's right for you. Your Sprint Solutions™ package saves you money and includes the most-requested calling features, such as Caller ID, Call Waiting and Three-Way Calling, plus premium services, such as Sprint Voicemail. And you receive a discount on recurring monthly charges when you choose Sprint PCS as your wireless service.

Unlimited Domestic Long Distance

Watching your minutes is now a thing of the past. With Unlimited Nationwide Domestic Long Distance you'll have greater peace of mind knowing what your monthly fee will be—no matter how long you talk.

Sprint DSL™

A high-speed internet connection with EarthLink® email and personal start page for one low monthly fee all on one bill. Talk on the phone or send a text and use the internet at the same time over an existing telephone line. Download and play music files, view video clips, play games, shop online at speeds much faster than dial-up.

Combine Sprint DSL with a Sprint Solutions package and experience the convenience of having your local long distance and internet services all on one bill.

Home Networking from Sprint

Now all the computers in your home can share the same high-speed connection with home networking from Sprint.

Sprint PCS Service

The clear difference is wireless. Transfer your wireless number to Sprint and join a nationwide network that reaches over 240 million people. Ask about additional monthly settings on Sprint PCS Service when you sign up for Sprint Solutions.

Satellite TV

Sign up for Dish Network Satellite TV from Sprint, and you'll always have great programming right in the palm of your hand. That's because you get over 120 of the best channels available. You'll have access to everything from your favorite shows and current movies to educational programming and up-to-the minute news broadcasts.

Proud to be working in your community

Sprint is proud to be the preferred communications provider for your community. We value the opportunity to have you as our customer and are working hard to make sure every experience you have with us is a good one.

A Sprint representative dedicated to serving your community is ready to take your call.

1-866-706-4722



One Sprint. Many Solutions.™

© 2001 Sprint. All rights reserved. Sprint, Next Issue, I am a Sprinter, Sprint PCS, Next Issue, and Sprint Solutions are trademarks of Sprint Communications Company L.P. All other trademarks are the property of their respective owners.

SPY RTT/02/01/01



Why do so many communities desire a Sprint Marketing Agreement?

The Sprint Marketing Agreement Program offers a unique opportunity for *selected* property developers and management companies to join with Sprint in creating a unique resident experience when choosing all their communications needs.

Advantages of a Sprint Marketing Agreement Include:

- Revenue sharing with the property's developer or designated property management company.
- Direct access to a specialized Sprint call center designed exclusively to assist new residents of properties participating in the Sprint Marketing Agreement Program.
- Sprint-provided full color brochures and staff training to ensure your new residents enjoy the benefit of this distinctive experience.
- An escalation process for assistance should a resident encounter an unresolved installation, billing or service issue.
- Sprint-hosted events showcasing high-speed Internet and wireless service along with money-saving bundles of Sprint services.

For additional information please contact
Robert Misener at 239-335-8403 or
Robert.Misener@mail.sprint.com.



Redacted

RESTRICTED PROPRIETARY INFORMATION

The information contained herein is for use by authorized employees of the Parties hereto only and is not for general distribution within or outside their respective companies.

Redacted

RESTRICTED PROPRIETARY INFORMATION

The information contained herein is for use by authorized employees of the Parties hereto only and is not for general distribution within or outside their respective companies.

Redacted

Redacted

Redacted

RESTRICTED PROPRIETARY INFORMATION

The information contained herein is for use by authorized employees of the Parties hereto only
and is not for general distribution within or outside their respective companies.

Redacted

RESTRICTED PROPRIETARY INFORMATION

The information contained herein is for use by authorized employees of the Parties hereto only
and is not for general distribution within or outside their respective companies.

Redacted

RESTRICTED PROPRIETARY INFORMATION

The information contained herein is for use by authorized employees of the Parties hereto only and is not for general distribution within or outside their respective companies.

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
 See Specific Instructions on page 2.

Name	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ <input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

or

Employer identification number

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% after December 31, 2003; 28% after December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1993 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note: You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note: If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

- 9. A futures commission merchant registered with the Commodity Futures Trading Commission;
- 10. A real estate investment trust;
- 11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
- 12. A common trust fund operated by a bank under section 584(a);
- 13. A financial institution;
- 14. A middleman known in the investment community as a nominee or custodian; or
- 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

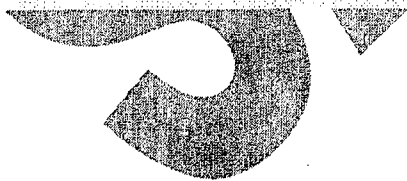
Note: See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at www.ssa.gov/online/ss5.html. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.



Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see Exempt from backup withholding on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.





Local Consumer Solutions
Developer Markets
6360 Sprint Parkway
Overland Park, KS 66251

Re: Revenue Share Electronic Payment Option

At Sprint, we continually look for ways to improve processes that will benefit our customers. Supplier Disbursements provides all customers the opportunity to receive payments via an Electronic Fund Transfer (EFT) payment option.

Two electronic payment methods are available. Both options follow all FCC regulated National Automated Clearing House Association rules and use the ACH (Automated Clearing House) to process the payment directly to the financial institution specified by the vendor. By selecting to receive your payment electronically versus the traditional method, your organization will realize the following benefits:

- Funds are deposited directly into your bank account
- Reduced cycle time (No mail float)
- Reduced risk of theft and /or fraud
- Reduction in unit processing cost
- Detail information is the same quality as paper checks.
- Receive remittance detail via email that includes invoice number, invoice date, and invoice amount

Sprint also benefits when customers select an electronic payment option from reduced unit processing cost, reduced exception handling and less returned mail.

If you choose to enroll in the electronic payment program or would like to learn more about this option, your Developer Markets representative will forward the name and telephone number of the contact person in your organization to Supplier Disbursements in order to initiate the enrollment process.

Name _____ Telephone _____

Email _____

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Friday, January 26, 2007 9:30 AM
To: 'Chris Cramer'
Subject: FW: Sprint Marketing Agreement - Treviso Bay

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

From: Pate, Kristen M [LTD] [mailto:Kristen.M.Pate@sprint.com]
Sent: Tuesday, December 06, 2005 4:04 PM
To: Chris Gray
Cc: sanjay@vkdevelopment.com; Cartwright, Harriet S [LTD]
Subject: RE: Sprint Marketing Agreement - Treviso Bay

Great! Thanks so much Chris. Do you by any chance have the Treviso Bay site address on hand? I will compile and send the agreement to you.

Thank you again!

Kristen Pate
(239) 335-8403
Kristen.M.Pate@sprint.com

From: Chris Gray [mailto:cgray@vkdevelopment.com]
Sent: Tuesday, December 06, 2005 5:00 PM
To: 'Chris Gray'; Pate, Kristen M [LTD]
Cc: sanjay@vkdevelopment.com; Cartwright, Harriet S [LTD]
Subject: RE: Sprint Marketing Agreement - Treviso Bay

Try again.

Cg

From: Chris Gray [mailto:cgray@vkdevelopment.com]
Sent: Tuesday, December 06, 2005 11:39 AM
To: 'Pate, Kristen M [LTD]'
Cc: 'sanjay@vkdevelopment.com'; 'Cartwright, Harriet S [LTD]'
Subject: RE: Sprint Marketing Agreement - Treviso Bay

Kristen- Here is a start. We have different entities and tax I.D. numbers, so I will check with Sanjay. Please send us a copy of the contract and we will review with the end of the year in mind.

Thanks.

Cg

From: Pate, Kristen M [LTD] [mailto:Kristen.M.Pate@sprint.com]
Sent: Monday, December 05, 2005 8:51 AM
To: cgray@vkdevelopment.com
Cc: sanjay@vkdevelopment.com; Cartwright, Harriet S [LTD]
Subject: Sprint Marketing Agreement - Treviso Bay

Good Morning Chris!

It was so nice to finally meet you on Friday and I hope you had a nice weekend! As we discussed, I will need the information for the fields in RED on the marketing agreement in order to move forward with execution. I have attached a worksheet that may make this a bit simpler. If you and/or Sanjay can provide me the information, I will populate the fields and send the contract to you to print and sign.

Currently we have listed that first homes (█ units) will be completed █ with the following construction schedule.

<u>Total Units</u>	<u>Year</u>	
█	█	█
█	█	█
█	█	█
█	█	█
█	█	█
█	█	█

█ --Completed

According to this schedule, an █ year contract would be the best fit for Treviso Bay. This would allow some flexibility for the construction schedule. If you have any updated information on construction start date, first in-service date (first C.O.), and approximate build out of Treviso Bay, please provide it to me so I can update our records.

As I mentioned on Friday, I can't guarantee what our program will be offering in 2006, so I would like to lock in the █ Revenue share that was offered you before the end of the year. Please don't hesitate to contact me with any questions!

I look forward to speaking with you again!

Sincerely,
Kristen Pate
Sales Manager - Developer Markets

1520 Lee Street
Ft. Myers, FL 33901
Phone: 239.335.8403
Fax: 239.334.0583
Kristen.M.Pate@sprint.com

Page 1	Property Owner's Legal Name (1)	
	Property Owner's Name (2)	
	Property Owner's Legal Address (1)	
	Property Owner's Address (2)	
	Property Owner's City, State, zip	
Page 1	Term	
	Start Date	
	End Date	
Page 4	Property Owner Contact	
	Contact Telephone	
	Property Owner	
	Property Owner's Address	
	Property Owner's City, State, zip	
	Contact's email	
Page 6	Taxpayer Identification Number	
Page 7	Name of Property	Treviso Bay
	Property Street Address	
	Property City, State and Zip	
	Number of Units	
(LIST ADDITIONAL SITES BELOW)		
	Name of Property	
	Property Street Address	
	Property City, State and Zip	
	Number of Units	
	Name of Property	
	Property Street Address	
	Property City, State and Zip	
	Number of Units	
	Name of Property	
	Property Street Address	
	Property City, State and Zip	
	Number of Units	
	Name of Property	
	Property Street Address	
	Property City, State and Zip	
	Number of Units	
	Name of Property	
	Property Street Address	
	Property City, State and Zip	
	Number of Units	

Chris Cramer

From: Sanjay Kuttemperoor [sanjay@vkdevelopment.com]
Sent: Friday, December 01, 2006 1:18 PM
To: 'Chris Cramer'
Subject: FW: Marketing Agreement for Treviso Bay - Naples, Florida

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 31, 2006 6:03 AM
To: 'Cartwright, Harriet S [LTD]'
Subject: RE: Marketing Agreement for Treviso Bay - Naples, Florida

Harriet:

We have signed an agreement with Time Warner regarding cable and high-speed data. That agreement was signed long before any meeting with both Bob and Kristen – or at least well before I was informed that Sprint would provide those services as well. We are interested in reviewing the terms of a relationship for telephone services with Embarq for Treviso Bay. We had not previously focused on it due to the timing of the end user units. However, if you are still interested, we are willing to address the issue at that point. Thanks.

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

From: Cartwright, Harriet S [LTD] [mailto:Harriet.Cartwright@embarq.com]
Sent: Thursday, July 27, 2006 2:33 PM
To: Sanjay Kuttemperoor
Cc: Chris Gray; Amico, Ray T [LTD]; Wareham, Ken J [LTD]; Misener, Robert E [LTD]
Subject: Marketing Agreement for Treviso Bay - Naples, Florida
Importance: High

Dear Sanjay and Chris,

I hope this finds you well. As you may know, your most recent Embarq representative, Kristen Pate, has moved to Washington, D.C. Her husband received a substantial promotion which will stand them both well over time. I was her manager during the time she spent with you and continue to be responsible for our Developer Markets activities throughout the State of Florida. I am reviewing all of her accounts to ensure everything stays on track and wanted to contact you regarding Treviso Bay and her submission of a draft Marketing Agreement in December, 2005.

Both she and Bob Misener, her predecessor, had kept me apprised of their discussions with the VK Development team regarding Treviso beginning in June, 2005. We had hoped to foster a strong alliance within the community, based upon Voice, Internet, Video and associated services. Unfortunately, we came to understand that your team was already in serious discussion with the local cable incumbent ultimately resulting in an executed

agreement for bulk-billed Internet and Video services. We certainly respect your decision regarding that agreement and look forward to a future opportunity where we may align our brands and provide compelling services to your residents.

Now that our company has split from Sprint and we've launched as Embarq within our 18-state territories, we are reevaluating where we believe it makes sense to enter into these types of agreements. With the competitive landscape as it exists today and the time that has lapsed since our discussions began about a marketing opportunity together, we believe it makes sense to withdraw the potential marketing relationship at Treviso and look towards future discussions regarding the next VK Development project within our service territory.

I am available to discuss this with you at your convenience and hope we enter into discussions about a new project opportunity very soon!

Sincerely Yours,

Harriet S. Cartwright
Manager Developer Markets Sales-South
EMBARQ Corporation

Voice: 407-889-6891 | Fax: 407-889-1636
555 Lake Border Drive, Apopka, FL 32703
Mailstop: FLAPKA0301

Voice | Data | Internet | Wireless | Entertainment