

## CERTIFICATE OF INCUMBENCY AND AUTHORITY

I, James H. Doolittle, Vice President and Secretary, of ATC Holdings II, Inc., organized under the laws of the State of Delaware and duly qualified to conduct business in the State of Florida ("ATCH"), the managing general partner of Paragon Communications, a general partnership organized under the laws of the State of Colorado and duly qualified to conduct business in the state of Florida (d/b/a Time Warner Communications) ("Paragon"), do hereby certify the following:

That Cablevision Industries Corporation is organized under the laws of the State of Delaware and duly qualified to conduct business in the State of Florida ("CVI"). That Paragon manages cable television properties in and around Wimauma, Florida that are owned by CVI and/or affiliates of CVI (for evidence of authority see Exhibit A, attached hereto). That Paragon, as Manager, has duly appointed, the persons whose titles appear below, qualified and acting representatives of CVI. That the representatives acting individually, are duly authorized for and on behalf of CVI to execute and deliver any document between CVI and the DEPARTMENT OF TRANSPORTATION, STATE OF FLORIDA and all agreements and instruments in connection therewith including, without limitation, applications for permits and similar documents. That the execution and delivery of any such document, and all agreements and instruments in connection therewith by the representatives listed below, for and on behalf of CVI, is not prohibited by or in any manner restricted by the terms of any loan agreement, indenture or contract to which CVI is a party or under which it is bound.

**Representatives of CVI:**

President, Paragon Tampa Bay Division  
Vice President - Engineering, Paragon Tampa Bay Division  
Vice President/General Manager, Paragon Tampa Bay Division  
Technical Operations Director, Paragon Tampa Bay Division  
Construction Coordinator, Paragon Tampa Bay Division  
UTILITY LIASION MANAGER, TAMPA BAY DIVISION

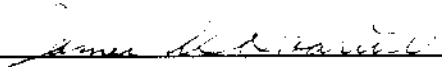
I further certify that the foregoing authority shall remain in full force and effect, and said DEPARTMENT OF TRANSPORTATION, STATE OF FLORIDA shall be entitled to rely upon same, until written notice of a modification, rescission or revocation and, in any event, shall be effective with respect to any documents executed or actions taken in reliance upon the foregoing authority prior to the delivery to said DEPARTMENT OF TRANSPORTATION, STATE OF FLORIDA of written notice of a modification, rescission or revocation.

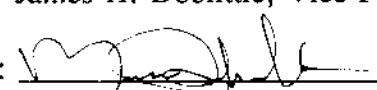
IN WITNESS WHEREOF, I have hereunto set my hand this 17th day of April, 1996.

CABLEVISION INDUSTRIES CORPORATION

By: Paragon Communications, a general partnership, Manager

By: ATC Holdings II, Inc., managing general partner

By:   
James H. Doolittle, Vice President and Secretary

Attest:   
Marc J. Apfelbaum, Vice President and Assistant Secretary

**CABLEVISION INDUSTRIES CORPORATION**  
**DIVISIONAL MANAGEMENT AGREEMENT (PARAGON)**

This Divisional Management Agreement dated as of January 4, 1996 is between Cablevision Industries Corporation, a Delaware corporation ("CVI"), and Paragon Communications, a Colorado general partnership ("Paragon").

WHEREAS, pursuant to the Agreement and Plan of Merger dated as of February 6, 1995 among CVI, Alan Gerry, Time Warner Inc. ("Time Warner") and TW CVI Acquisition Corp., Time Warner acquired by merger all of the stock of CVI, which indirectly owned the cable television systems in Florida described on Exhibit A attached hereto (the "Systems");

WHEREAS, Paragon and its divisional personnel are experienced in the management of cable television systems; and

WHEREAS, CVI desires to engage the services of Paragon to manage the Systems and the business and affairs of the Systems subject to the ultimate control and authority of CVI, upon the terms and conditions hereinafter set forth; and

WHEREAS, Paragon is willing and able to provide such services on such terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, CVI and Paragon agree as follows:

1. Appointment of Divisional Manager. Upon the terms and conditions herein set forth, CVI agrees to engage Paragon as divisional manager of the Systems, and Paragon accepts such engagement.
2. Effective Date and Term. Unless earlier terminated by CVI (on no less than 180 days' written notice to Paragon), this Agreement shall be effective from and after the date first above written, and shall continue until the earlier of (i) as to any System, the date on which CVI ceases to own any System, or (ii) the date on which Paragon is dissolved.
3. Duties. To the extent permitted under applicable law and the franchise agreements governing the Systems, Paragon shall be responsible for the divisional management, operation, maintenance and supervision of the Systems subject to the ultimate control and authority of CVI, and shall provide CVI with all management services required to carry on the business and affairs of the Systems.
4. Powers and Authority. Paragon shall have full power and authority to take all actions and to do all things it deems necessary and proper to bring about the efficient operation and maintenance of the Systems.

7. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or by telecopy or like transmission or mailed, certified, registered or express mail or by overnight courier service to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

If to CVI, to: Cablevision Industries Corporation  
c/o Time Warner Inc.  
75 Rockefeller Plaza  
New York, NY 10019  
Attention: General Counsel

If to Paragon, to: Paragon Communications  
c/o Time Warner Cable  
300 First Stamford Place  
Stamford, CT 06902-6732  
Attention: General Counsel

8. Governing Law. This Agreement shall be governed by the laws of the State of New York (other than its rules of conflicts of law to the extent the application of the laws of another jurisdiction would be required thereby).

9. Binding Effect. This Agreement shall bind and inure to the benefit of the parties, their legal representatives, successors and permitted assigns.

10. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument.

**TIME WARNER ENTERTAINMENT-ADVANCE/NEWHOUSE PARTNERSHIP  
DIVISIONAL MANAGEMENT AGREEMENT**

This Divisional Management Agreement dated as of July 6, 1995 is between Time Warner Entertainment-Advance/Newhouse Partnership, a New York general partnership ("TWE-A/N"), and Paragon Communications, a Colorado general partnership ("Paragon").

WHEREAS, pursuant to the Contribution Agreement dated as of September 9, 1994 (the "Contribution Agreement") among Time Warner Entertainment Company, L.P., Advance Publications, Inc., Newhouse Broadcasting Corporation, Advance/Newhouse Partnership ("Advance/Newhouse") and TWE-A/N, Advance/Newhouse contributed on April 1, 1995 and shall contribute on or about October 1, 1995 to TWE-A/N, among other assets, the cable television systems in Florida described on Exhibit A attached hereto (the "Systems");

WHEREAS, Paragon and its divisional personnel are experienced in the management of cable television systems; and

WHEREAS, TWE-A/N desires to engage the services of Paragon to manage the Systems and the business and affairs of the Systems subject to the ultimate control and authority of TWE-A/N, upon the terms and conditions hereinafter set forth; and

WHEREAS, Paragon is willing and able to provide such services on such terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, TWE-A/N and Paragon agree as follows:

1. Appointment of Divisional Manager. Upon the terms and conditions herein set forth, TWE-A/N agrees to engage Paragon as divisional manager of the Systems, and Paragon accepts such engagement.
2. Effective Date and Term. Unless earlier terminated by TWE-A/N (on no less than 180 days' written notice to TWE-A/N), this Agreement shall be effective from and after the date first above written, and shall continue until the earlier of (i) as to any System, the date on which TWE-A/N ceases to own any System, or (ii) the date on which TWE-A/N is dissolved.
3. Duties. To the extent permitted under applicable law and the franchise agreements governing the Systems, TWE-A/N shall be responsible for the divisional management, operation, maintenance and supervision of the Systems subject to the ultimate control and authority of TWE-A/N, and shall provide TWE -A/N with all management services required to carry on the business and affairs of the Systems.
4. Powers and Authority. Paragon shall have full power and authority to take all actions and to do all things it deems necessary and proper to bring about the efficient operation and maintenance of the Systems.

7. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or by telecopy or like transmission or mailed, certified, registered or express mail or by overnight courier service to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

If to TWE-A/N, to: Time Warner Entertainment-Advance/Newhouse Partnership  
c/o Time Warner Cable  
300 First Stamford Place  
Stamford, CT 06902-6732  
Attention: General Counsel

Copy to: Advance/Newhouse Partnership  
5015 Campuswood Drive  
East Syracuse, NY 13057  
Attention: Robert J. Miron

If to Paragon, to: Paragon Communications  
c/o Time Warner Cable  
300 First Stamford Place  
Stamford, CT 06902-6732  
Attention: General Counsel

8. Governing Law. This Agreement shall be governed by the laws of the State of New York (other than its rules of conflicts of law to the extent the application of the laws of another jurisdiction would be required thereby).

9. Binding Effect. This Agreement shall bind and inure to the benefit of the parties, their legal representatives, successors and permitted assigns.

10. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument.

11. Interpretation. The section headings in this Agreement are for convenience of reference only, and shall not be deemed to alter or affect the meaning or interpretation of any provision hereof.

12. Amendments. This Agreement shall not be amended, supplemented or modified except by an agreement in writing which makes specific reference to this Agreement and which is signed by the party against which enforcement of any such amendment, supplement or modification is sought.


13. Assignment. TWE-A/N may assign any or all of its rights or obligations under this Agreement to an entity under substantial common ownership or control with TWE-A/N. Unless specifically provided for in this section or by prior written consent of the other party, neither party may assign or transfer this Agreement or any of its rights or obligations hereunder.

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

TIME WARNER ENTERTAINMENT-ADVANCE/  
NEWHOUSE PARTNERSHIP, a general partnership

By Time Warner Entertainment Company, L.P.,  
a general partner

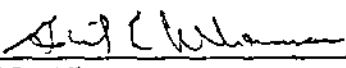
By:

  
\_\_\_\_\_  
Gail L. Allaman  
Vice President - Time Warner Cable Division

PARAGON COMMUNICATIONS, a general partnership

By ATC Holdings II, Inc., a general partner

By:

  
\_\_\_\_\_  
Gail L. Allaman  
Vice President Tax

**EXHIBIT A**

Belleair  
Clearwater  
Dunedin  
Kenneth City  
Largo  
Madeira Beach  
Oldsmar  
Pinellas County  
Pinellas Park  
Seminole  
St. Petersburg  
Tarpon Springs

As of October 1, 1995:

Auburndale  
Bowling Green  
Brooksville  
Cedar Key  
Citrus County  
Eagle Lake  
Hardee County  
Hernando County  
Inverness  
Lake Alfred  
Lakeland  
Mulberry  
Pinellas County  
Polk City  
Polk County  
St. Petersburg/Isle Del Sol  
Winter Haven

**TIME WARNER ENTERTAINMENT-ADVANCE/NEWHOUSE PARTNERSHIP  
DIVISIONAL MANAGEMENT AGREEMENT (PARAGON)**

This Divisional Management Agreement dated as of February 29, 1996 is between Time Warner Entertainment-Advance/Newhouse Partnership, a New York general partnership ("TWE-A/N"), and Paragon Communications, a Colorado general partnership ("Paragon").

WHEREAS, pursuant to the Asset Exchange Agreement dated August 11, 1995, as amended, between TWE-A/N and Jones Cable Holdings, Inc., TWE-A/N acquired on February 29, 1996 the cable television system in the City of Tampa, Florida (the "System");

WHEREAS, pursuant to the Divisional Management Agreement dated as of July 6, 1995 between TWE-A/N and Paragon, Paragon manages TWE-A/N's cable television systems in the Tampa, Florida area;

WHEREAS, TWE-A/N desires to engage the services of Paragon to manage the System and the business and affairs of the System subject to the ultimate control and authority of TWE-A/N, upon the terms and conditions hereinafter set forth; and

WHEREAS, Paragon is willing and able to provide such services on such terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, TWE-A/N and Paragon agree as follows:

1. Appointment of Divisional Manager. Upon the terms and conditions herein set forth, TWE-A/N agrees to engage Paragon as divisional manager of the System, and Paragon accepts such engagement.
2. Effective Date and Term. Unless earlier terminated by TWE-A/N (on no less than 180 days' written notice to TWE-A/N), this Agreement shall be effective from and after the date first above written, and shall continue until the earlier of (i) the date on which TWE-A/N ceases to own the System, or (ii) the date on which TWE-A/N is dissolved.
3. Duties. To the extent permitted under applicable law and the franchise agreements governing the System, Paragon shall be responsible for the divisional management, operation, maintenance and supervision of the System subject to the ultimate control and authority of TWE-A/N, and shall provide TWE -A/N with all management services required to carry on the business and affairs of the System.
4. Powers and Authority. Paragon shall have full power and authority to take all actions and to do all things it deems necessary and proper to bring about the efficient operation and maintenance of the System.





10. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument.

11. Interpretation. The section headings in this Agreement are for convenience of reference only, and shall not be deemed to alter or affect the meaning or interpretation of any provision hereof.

12. Amendments. This Agreement shall not be amended, supplemented or modified except by an agreement in writing which makes specific reference to this Agreement and which is signed by the party against which enforcement of any such amendment, supplement or modification is sought.

13. Assignment. TWE-A/N may assign any or all of its rights or obligations under this Agreement to an entity under substantial common ownership or control with TWE-A/N. Unless specifically provided for in this section or by prior written consent of the other party, neither party may assign or transfer this Agreement or any of its rights or obligations hereunder.

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

TIME WARNER ENTERTAINMENT-ADVANCE/  
NEWHOUSE PARTNERSHIP, a general partnership

By Time Warner Entertainment Company, L.P.,  
a general partner

By: Gail L. Allaman  
Gail L. Allaman  
Vice President - Time Warner Cable Division

PARAGON COMMUNICATIONS, a general partnership

By ATC Holdings II, Inc., a general partner

By: Gail L. Allaman  
Gail L. Allaman  
Vice President Tax



**T I M E W A R N E R  
C A B L E**

**FEDERAL EXPRESS**

April 25, 1996

Mr. Steve Tidwell  
District Utility Engineer  
Florida Department of Transportation  
11201 North McKinley Drive  
Tampa, FL 33612

Re: Time Warner Cable Companies

Dear Steve:

Pursuant to our telephone conversations regarding authority for signature, I have enclosed the following:

1. **Paragon Communications ("Paragon") Certificate of Incumbency and Authority**, executed by all the partners of Paragon, authorizing certain officers of its Tampa Bay Division to sign on behalf of Paragon;
2. **Time Warner Entertainment-Advance/Newhouse Partnership ("TWE-A/N") Certificate of Incumbency and Authority**, executed by Paragon, as Manager, with evidence of authority attached as Exhibit A, authorizing certain officers of Paragon's Tampa Bay Division to sign on behalf of TWE-A/N; and
3. **Cablevision Industries Corporation ("CVI") Certificate of Incumbency and Authority**, executed by Paragon, as Manager, with evidence of authority attached as Exhibit A, authorizing certain officers of Paragon's Tampa Bay Division to sign on behalf of CVI.

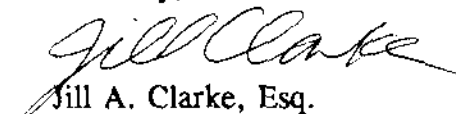
You will note that Paragon's Certificate is different from previous years, in that it is now signed by all three partners of Paragon instead of American Television and Communication Corporation ("ATC") as Manager. Time Warner Inc. ("TWI") had always owned 50% of Paragon through ATC. As of July 6, 1995, TWI also owns, indirectly, the other 50%.

As you know, there are now two other TWI related entities that own cable properties which are geographically located near Paragon's Tampa Bay Division: TWE-A/N (formed in April 1995) and CVI (acquired in January 1996). Both of these entities have contracted with Paragon to manage their properties. Therefore, the Certificates for TWE-A/N and CVI have been executed by the managing entity, like the old Paragon Certificate.

S. Tidwell  
Apr. 25, 1996  
Page 2

Thank you very much for your assistance in this matter, and I apologize for the delay in providing you with these documents. If the enclosed documents are unacceptable, or if you have any questions, please call me at (800) 888-6823, extension 4411.

Sincerely,

  
Jill A. Clarke, Esq.  
Legal Analyst

cc: Jeff McQuinn (w/enclosures)  
Karen Fahey (w/enclosures)  
Linda Weiler (w/o enclosures)

\*\* relating to the Exhibit "A" documents

\*, from time to time, any of the documents substantially in the form attached hereto as Exhibit "A"

Page 1 of 2

CERTIFICATE OF INCUMBENCY AND AUTHORITY

CABLEVISION INDUSTRIES OF CENTRAL FLORIDA, INC.

I, Philip Dropkin, in my capacity as Secretary of <sup>each</sup> the person(s) whose name, title, position and signature appears below is duly elected, or appointed, <sup>as</sup> qualified <sup>and acting</sup> representative of <sup>the above-stated</sup> said Corporation and holds on the date of this Certificate the offices set opposite their name; that the signature appearing opposite their name is the genuine signature of the representative; that the representative is duly authorized for and on behalf of said Corporation to execute and deliver ~~any~~ document between said Corporation and the DEPARTMENT OF TRANSPORTATION, STATE OF FLORIDA and ~~all agreements and instruments in connection therewith, including without limitation,~~ application for permits and similar documents\*\* and that the execution and delivery of any such document, and <sup>the application</sup> ~~all agreements and instruments~~ <sup>referred to above</sup> in connection therewith for and on behalf of said Corporation is not prohibited by or in any manner restricted by the terms of said Corporation's Certificate of Incorporation, its by-laws, or of any loan agreement, indenture or contract to which said Corporation is a party or under which it is bound. I do further certify that the foregoing authority shall remain in full force and effect, and said DEPARTMENT OF TRANSPORTATION, STATE OF FLORIDA shall be entitled to rely upon same, until written notice of the modification, rescission or revocation of same, in whole or in part, has been delivered to said DEPARTMENT OF TRANSPORTATION, STATE OF FLORIDA but no such modification, rescission or revocation shall, in any event, be effective with respect to any <sup>such</sup> documents executed or <sup>reasonably related</sup> actions taken in reliance upon the foregoing authority prior to the delivery to said DEPARTMENT OF TRANSPORTATION, STATE OF FLORIDA written notice of said modification, rescission or revocation.

CABLEVISION INDUSTRIES OF CENTRAL FLORIDA, INC. hereby waives the company seal on all documents signed by the representative, and agrees to be bound as fully as if the company seal were affixed. Attached is a corporate action or resolution to this effect.

NAME(S) OF REPRESENTATIVE TITLE(S) OF REPRESENTATIVE POSITION(S) OF REPRESENTATIVE SIGNATURE(S) OF REPRESENTATIVE

Handwritten entries in the table: Thomas Craigh, Andy Forano, Carl Neuberger; titles include V.P. of Operations, State Const. Mgr., and Doc of Eng.; signatures are handwritten.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation this 22nd day of January, 1962.

Signature of Philip Dropkin, Corporate Secretary

Corporate Seal

Certificate Of Incumbency And Authority  
Page 2 of 2

*new York*  
STATE OF ~~FLORIDA~~  
COUNTY OF ~~SULLIVAN~~

BEFORE ME, the undersigned authority, this day personally appeared *Philip J. [unclear]* to me well known and known to me to be the Corporate Secretary of *[unclear] Sullivan County, New York*, and who executed the foregoing instrument for the purposes therein mentioned and affixed thereto the official seal of said Corporation.

WITNESS MY HAND AND OFFICIAL SEAL this *21<sup>st</sup>* day of *December*, 19*72*.

*Joanne McPhillips*  
Notary Public

(Notary Seal)

*Nov 14 1973*  
My Commission Expires

**JOANNE McPHILLIPS**  
Notary Public, State of New York  
Sullivan County Clerk's #2030  
Commission Expires Nov. 14, 19*73*

11/24  
SD

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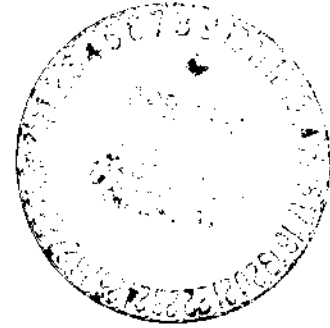
**CVI**

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location of bond  
site

April 8, 1992

VIA FAX: (813) 534-7039  
AND EXPRESS MAIL  
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Mr. Walter Childs Jr.  
District Utility Engineer  
Florida Department of Transportation  
801 North Broadway  
Bartow, Florida 33830-1249

Attn: Sunny J. DeCoster  
District Utility Engineer

Dear Mr. DeCoster:

Until further advised in writing by us, Nancy Taylor or Patty Beller are hereby authorized to execute, as Assistant Corporate Secretary, forms of those documents attached hereto as Exhibit "A" on behalf of each of:

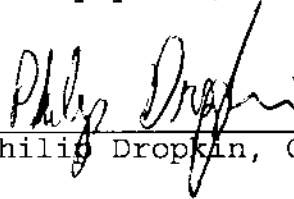
- Florida Cablevision Management Corp.,
- Cablevision Industries of Central Florida, Inc.,
- Cablevision Industries of Middle Florida, Inc.,
- Cablevision Industries of Florida, Inc.
- Community CATV Corp.,
- UltraCom of Dade County, Inc. and
- Cablevision Properties, Inc., the general partner of Cablevision Industries Limited Partnership.



Mr. Sunny J. DeCoster  
April 8, 1992  
Page 2

Other than the execution of such form documents, these persons shall have no right, power or authority to execute any documents whatsoever on behalf of the above-noted entities.

Very truly yours,

By:   
Philip Dropkin, Corporate Secretary

PD/jmcp  
Enc.  
cc: Tom Cruden  
Andy Forand

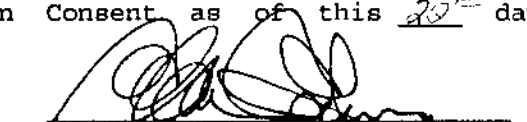
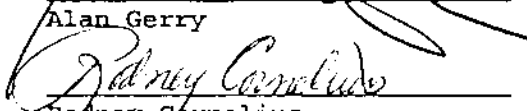
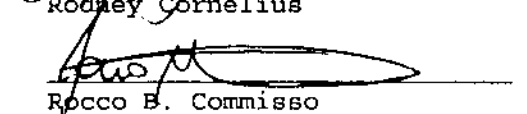


FLORIDA CABLEVISION MANAGEMENT CORP.  
CABLEVISION INDUSTRIES OF CENTRAL FLORIDA, INC.  
CABLEVISION INDUSTRIES OF MIDDLE FLORIDA, INC.  
CABLEVISION INDUSTRIES OF FLORIDA, INC.  
COMMUNITY CATV CORP.  
ULTRACOM OF DADE COUNTY, INC.  
CABLEVISION PROPERTIES, INC.  
JOINT UNANIMOUS WRITTEN CONSENT  
IN LIEU OF A SPECIAL MEETING  
OF THE BOARD OF DIRECTORS  
OF THE ABOVE CORPORATIONS

In lieu of a joint special meeting of each of the Board of Directors of Florida Cablevision Management Corp., Cablevision Industries of Central Florida, Inc., Cablevision Industries of Middle Florida, Inc., Cablevision Industries of Florida, Inc., Community CATV Corp., Ultracom of Dade County, Inc., and Cablevision Properties, Inc., as the general partner to Cablevision Industries Limited Partnership, each corporation being herein collectively referred to as the "Corporation", all of the directors of the Corporation hereby consent to the following resolutions. To the extent prior notice of the Unanimous Written Consent was required for any reason, such notice is hereby waived by each of the undersigned.

1. RESOLVED, that any officer of the Corporation, or Thomas Cruden, Vice President of Operations - Florida, Andy Forand, State Construction Manager - Florida, and Carl Neuberry, Director of Engineering - Florida, acting jointly or individually, are authorized to execute, from time to time, (i) any of the documents substantially in for form attached hereto as Exhibit "A", and (ii) similar documents reasonably relating to the Exhibit "A" documents.
2. RESOLVED, that this Unanimous Written Consent may be executed in one or more counterparts, each of which, when taken together as a whole, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned, being all of the elected and qualified members of the Board of Directors of the Corporation, have executed this Unanimous Written Consent as of this 20<sup>th</sup> day of January, 1992.

  
\_\_\_\_\_  
Alan Gerry  
  
\_\_\_\_\_  
Rodney Cornelius  
  
\_\_\_\_\_  
Rocco B. Commisso