

CERTIFICATE OF INCUMBENCY AND AUTHORITY

I, Marc J. Apfelbaum, Senior Vice President, General Counsel and Secretary, Time Warner Cable Division of Time Warner Entertainment Company, L.P., a limited partnership organized under the laws of the State of Delaware and duly qualified to conduct business in the State of Florida ("TWE"), the Managing General Partner of Time Warner Entertainment-Advance/Newhouse Partnership, a general partnership organized under the laws of the State of New York and duly qualified to conduct business in the State of Florida (d/b/a Time Warner Cable) ("TWE-A/N"), 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 TWE-A/N through its Florida and Atlanta National Divisions manages cable television properties in and around Deland, Ocoee, Orlando, Cape Coral, Golden Gate, Live Oak, Okeechobee and Palatka, Florida that are owned by CVI and/or affiliates of CVI (for evidence of authority see Exhibit A, attached hereto). That TWE-A/N, 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, TWE-A/N Florida and Atlanta National Divisions

Vice President - Engineering, TWE-A/N Florida and Atlanta National Divisions

Vice President - Finance, TWE-A/N Florida Division

Vice President - Operations, TWE-A/N Florida 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.

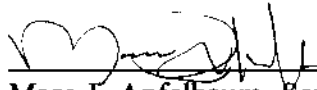
IN WITNESS WHEREOF, I have hereunto set my hand this 18th day of April, 1996.

CABLEVISION INDUSTRIES CORPORATION

By: Time Warner Entertainment-Advance/Newhouse Partnership, Manager

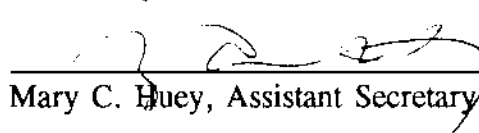
By: Time Warner Entertainment Company, L.P., through its Time Warner Cable Division, managing general partner

By:



Marc J. Apfelbaum, Senior Vice President, General Counsel and Secretary

Attest:



Mary C. Huey, Assistant Secretary

CABLEVISION INDUSTRIES CORPORATION
DIVISIONAL MANAGEMENT AGREEMENT

This Divisional Management Agreement dated as of January 4, 1996 is between Cablevision Industries Corporation, a Delaware corporation ("CVI"), and Time Warner Entertainment-Advance/Newhouse Partnership, a New York general partnership ("TWE-A/N").

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 Alabama, Florida, Georgia, Louisiana, Michigan, Mississippi, New York, North Carolina, Pennsylvania and Virginia described on Exhibit A attached hereto (the "Systems");

WHEREAS, TWE-A/N and its divisional personnel are experienced in the management of cable television systems; and

WHEREAS, CVI desires to engage the services of TWE-A/N 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, TWE-A/N 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 TWE-A/N agree as follows:

1. Appointment of Divisional Manager. Upon the terms and conditions herein set forth, CVI agrees to engage TWE-A/N as divisional manager of the Systems, and TWE-A/N accepts such engagement.
2. Effective Date and Term. Unless earlier terminated by CVI (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 CVI 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 CVI, and shall provide CVI with all management services required to carry on the business and affairs of the Systems.
4. Powers and Authority. TWE-A/N 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 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

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.

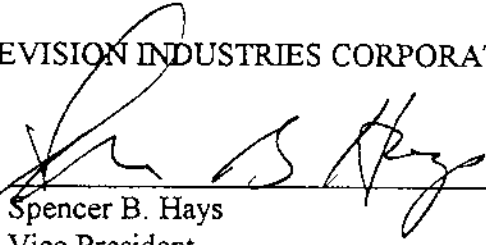
12. Amendments. This Agreement shall not be amended, supplemented or modified except by an agreement in writing which makes specific reference to this Agreement and which is signed by the party against which enforcement of any such amendment, supplement or modification is sought.

13. Assignment. CVI may assign any or all of its rights or obligations under this Agreement to an entity under substantial common ownership or control with CVI. 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.

CABLEVISION INDUSTRIES CORPORATION

By:


Spencer B. Hays
Vice President

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

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

By:

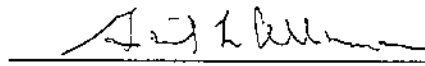

Gail L. Allaman
Vice President - Time Warner Cable Division

EXHIBIT A

Florida:

Belle Glade

Cape Coral

Clewiston

Deland

Evans

Golden Gate

Immokalee

Live Oak

Magna

Marion County/Lynn

Okeechobee

Palatka

St. Augustine

Wintergarden

PARTNERSHIP AGREEMENT
OF
TIME WARNER ENTERTAINMENT-ADVANCE/NEWHOUSE PARTNERSHIP

Dated as of September 9, 1994

PARTNERSHIP AGREEMENT

OF

TIME WARNER ENTERTAINMENT-ADVANCE/NEWHOUSE PARTNERSHIP

This Partnership Agreement is entered into as of September 9, 1994, by and between Advance/Newhouse Partnership, a New York general partnership ("Advance/Newhouse"), and Time Warner Entertainment Company, L.P., a Delaware limited partnership ("TWE").

PRELIMINARY STATEMENT

In accordance with the Contribution Agreement, Advance/Newhouse has agreed, subject to certain conditions, to contribute or to cause to be contributed certain cable television systems and other assets to the Partnership being formed pursuant to this Agreement. Also in accordance with the Contribution Agreement, TWE has agreed, subject to certain conditions, to contribute certain cable television systems and other assets to the Partnership being formed pursuant to this Agreement. The parties desire to enter into this Agreement to provide for the formation of the Partnership, the allocation of profit and loss, cash flow, and other proceeds of the Partnership between the Partners, the respective rights, obligations, and interests of the Partners to each other and to the Partnership, and certain other matters.

AGREEMENTS

In consideration of the mutual covenants and agreements set forth in this Agreement, the parties, intending to be bound legally, agree as follows.

SECTION 3 MANAGEMENT OF THE PARTNERSHIP

3.1 Generally.

(a) Appointment of Managing Partner. TWE is hereby appointed to act as the Managing Partner of the Partnership ("Managing Partner").

(b) Rights, Powers, and Duties. The Managing Partner shall be responsible for the management and operations of the Partnership and shall have all powers necessary to manage and control the Partnership, to conduct its business, and to implement any decision of the Partners adopted pursuant to this Agreement, and all powers possessed by general partners under the Act. Notwithstanding the preceding sentence, the exercise by the Managing Partner of any of the powers described in the preceding sentence or listed below in this Section 3.1(b) is subject to Section 3.1(c), Section 3.2 and the other limitations set forth in this Agreement. Except as expressly provided herein, no Partner other than the Managing Partner shall have any right to vote on, or consent to, any action of any nature whatsoever taken or proposed to be taken by the Partnership and no Partner other than the Managing Partner shall give any consent on any matter or take any action as a Partner, including, without limitation,

acting on behalf of or binding the Partnership, unless such matter or action shall first have been approved or consented to by the Managing Partner or the Executive Committee. Subject to the foregoing, the powers of the Managing Partner include, without limitation, the power on behalf of the Partnership, for itself or on behalf of any Subsidiary of the Partnership, to:

(i) construct, operate, maintain, improve, expand, buy, own, sell, convey, assign, mortgage, finance, refinance, rent, or lease real or personal property, which may be held in the name of the Partnership or any Subsidiary of the Partnership;

(ii) enter into, perform, and carry out contracts and agreements of any kind necessary to, in connection with, or incidental to accomplishing the purposes of the Partnership;

(iii) negotiate for and conclude agreements for the sale, exchange, or other disposition of all or any part of the property of the Partnership or of any Subsidiary of the Partnership, for property, cash, or on terms, or any combination thereof, or for the purchase or lease of additional property of the Partnership or any Subsidiary of the Partnership;

(iv) bring and defend actions in law and equity;

(v) execute and modify leases and other agreements (including leases and agreements for terms extending beyond the term of the Partnership or the term of any Subsidiary of the Partnership), and execute and modify options, licenses, or agreements with respect to any of the assets or the business of the Partnership or any Subsidiary;

(vi) obtain loans, secured and unsecured, for the Partnership or any Subsidiary of the Partnership and secure the same by mortgaging, assigning for security purposes, pledging, or otherwise hypothecating, all or any part of the property and assets of the Partnership or of any Subsidiary of the Partnership (and in connection therewith to place record title to any such property or assets in the name or names of a nominee or nominees);

(vii) prepay in whole or in part, refinance, recast, increase, decrease, modify, amend, restate, or extend any such mortgage, security assignment, pledge, or other security instrument, and in connection therewith to execute and deliver, for and on behalf of the Partnership or any Subsidiary of the Partnership, any extensions, renewals, or modifications thereof, any new mortgage, security assignment, pledge, or other security instrument in lieu thereof;

(viii) draw, make, accept, endorse, sign, and deliver any notes, drafts, or other negotiable instruments or commercial paper;

(ix) establish, maintain, and draw upon checking, savings, and other accounts in the name or any trade name of the Partnership or any Subsidiary of the Partnership in such banks or other financial institutions as the Managing Partner may from time to time select;

(x) employ, fix the compensation of, oversee, and discharge agents and employees of the Partnership and of any Subsidiary of the Partnership as the Managing Partner deems advisable in the operation and management of the business of the Partnership, including accountants (pursuant to Section 11.2 and otherwise), attorneys, architects, consultants, engineers, and appraisers, on such terms and for such compensation, as the Managing Partner shall determine;

(xi) enter into management agreements with third parties pursuant to which the management, supervision, or control of the business or assets of the Partnership may be delegated to third parties for reasonable compensation;

(xii) enter into joint ventures, general or limited partnerships, or other agreements relating to the Partnership's purposes;

(xiii) compromise any claim or liability due to the Partnership or any Subsidiary of the Partnership;

(xiv) execute, acknowledge, verify, and file any notifications, applications, statements, and other filings that the Managing Partner considers necessary or desirable to be filed with any state or federal securities administrator or commission;

(xv) execute, acknowledge, verify, and file any and all certificates, documents, and instruments that the Managing Partner considers necessary or desirable to permit the Partnership or any Subsidiary of the Partnership to conduct business in any state;

(xvi) do any or all of the foregoing, discretionary or otherwise, through agents selected by the Managing Partner and compensated or uncompensated by the Partnership; and

(xvii) take any other actions and execute any other contracts, documents, and instruments that the Managing Partner deems appropriate to carry out the intents and purposes of this Agreement.

(d) Conduct of Partnership Business. The day-to-day operations of the Partnership shall be the responsibility of the Managing Partner, who shall report regularly to the Executive Committee. The Managing Partner shall devote such time and resources to the management of the Partnership as are reasonably necessary or desirable to the prudent operation and development of the business of the Partnership, and shall treat the Partnership Systems using the same general standard of care that it uses in the operation of the cable television systems owned by

District 7 Design Department

APR 29 1996



TIME WARNER
CABLE

FEDERAL EXPRESS

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

April 25, 1996

Re: Time Warner Cable Companies SIGNATURE AUTHORITY

Dear Steve:

Pursuant to our telephone conversations, I have enclosed the following:

1. **Time Warner Entertainment-Advance/Newhouse Partnership ("TWE-A/N") Certificate of Incumbency and Authority**, executed by Time Warner Entertainment Company, L.P. ("TWE"), as Managing General Partner, with evidence of authority attached as Exhibit A, authorizing certain officers of TWE-A/N's Florida Division to sign on behalf of TWE-A/N; and
2. **Cablevision Industries Corporation ("CVI") Certificate of Incumbency and Authority**, executed by TWE-A/N, as Manager, with evidence of authority attached as Exhibit A, authorizing certain officers of TWE-A/N's Florida and Atlanta National Divisions to sign on behalf of CVI.

TWE-A/N (formed in April 1995) owns the cable properties previously owned by TWE, as well as, those previously owned by Vision Cable Communications Inc. (now know as Advance Communication Corp.). In January 1996, Time Warner Inc. acquired CVI, which owns cable properties in the geographic areas of TWE-A/N's Florida and Atlanta National Divisions. CVI has contracted with TWE-A/N to manage its properties. Therefore, the Certificate for CVI has been executed by TWE-A/N, the managing entity.

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,

A handwritten signature in cursive script, appearing to read "Jill A. Clarke".

Jill A. Clarke, Esq.

Legal Analyst

Enclosures

cc: Bob Bertram (w/ enclosures)
Henry Harris (w/ CVI enclosure)
Karen Fahey (w/ enclosures)
Linda Weiler (w/o enclosures)

JCVTWEAN.FL.DOT.D

CERTIFICATE OF INCUMBENCY AND AUTHORITY

I, Marc J. Apfelbaum, Senior Vice President, General Counsel and Secretary, Time Warner Cable Division of Time Warner Entertainment Company, L.P., a limited partnership organized under the laws of the State of Delaware and duly qualified to conduct business in the State of Florida ("TWE"), the Managing General Partner of Time Warner Entertainment-Advance/Newhouse Partnership, a general partnership organized under the laws of the State of New York and duly qualified to conduct business in the State of Florida (d/b/a Time Warner Cable) ("TWE-A/N"), do hereby certify the following:

That TWE is the Managing General Partner of TWE-A/N (for evidence of authority see Exhibit A, attached hereto). That TWE, as Managing General Partner, has duly appointed the persons whose titles appear below, qualified and acting representatives of TWE-A/N. That the representatives, acting individually, are duly authorized for and on behalf of TWE-A/N to execute and deliver any document between TWE-A/N 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 TWE-A/N, is not prohibited by or in any manner restricted by the terms of the Partnership Agreement or by the terms of any loan agreement, indenture or contract to which TWE-A/N is a party or under which it is bound.

Representatives of TWE-A/N:


- President, TWE-A/N Florida Division
- Vice President - Engineering, TWE-A/N Florida Division
- Vice President - Finance, TWE-A/N Florida Division
- Vice President - Operations, TWE-A/N Florida 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 18th day of April, 1996.

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

By: Time Warner Entertainment Company, L.P., through its Time Warner Cable Division, managing general partner

By: 

Marc J. Apfelbaum, Senior Vice President, General Counsel and Secretary

Attest: 

Mary C. Huey, Assistant Secretary

TWE or its Affiliates other than the Partnership Systems (the "Other TWE Systems").

(e) Executive Officers. The Managing Partner may delegate that part of its day-to-day operational responsibility for the Partnership as the Managing Partner deems reasonable and prudent to individuals, who will be the Executive Officers of the Partnership.

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

ADVANCE/NEWHOUSE PARTNERSHIP
5015 Campuswood Drive
East Syracuse, New York 13057

By: Vision Cable Communications, Inc.,
General Partner

By: /s/ S.I. NEWHOUSE, JR.
Name: S.I. Newhouse, Jr.
Title: Vice President

By: Newhouse Broadcasting Corporation,
General Partner

By: /s/ S.I. NEWHOUSE, JR.
Name: S.I. Newhouse, Jr.
Title: Vice President

TIME WARNER ENTERTAINMENT COMPANY, L.P.
75 Rockefeller Plaza
New York, New York 10019

By: /s/ GERALD M. LEVIN
Name: Gerald M. Levin
Title: Chairman, President and
Chief Executive Officer

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.

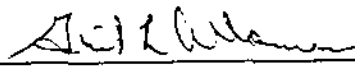
13. Assignment. TWE-A/N may assign any or all of its rights or obligations under this Agreement to an entity under substantial common ownership or control with TWE-A/N. Unless specifically provided for in this section or by prior written consent of the other party, neither party may assign or transfer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

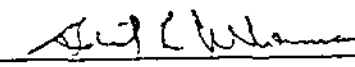


Gail L. Allaman
Vice President - Time Warner Cable Division

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.

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
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.

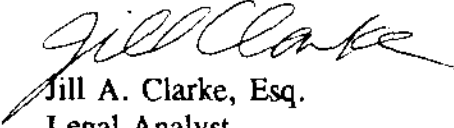
You will note that Paragon's Certificate is different from previous years, in that it is now signed by all three partners of Paragon instead of American Television and Communication Corporation ("ATC") as Manager. Time Warner Inc. ("TWI") had always owned 50% of Paragon through ATC. As of July 6, 1995,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

District 7 Dept. of Transportation
April 23 1996



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

FEDERAL EXPRESS

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

April 25, 1996

Re: Time Warner Cable Companies SIGNATURE AUTHORITY

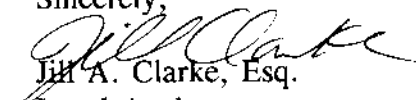
Dear Steve:

Pursuant to our telephone conversations, I have enclosed the following:

1. **Time Warner Entertainment-Advance/Newhouse Partnership ("TWE-A/N") Certificate of Incumbency and Authority**, executed by Time Warner Entertainment Company, L.P. ("TWE"), as Managing General Partner, with evidence of authority attached as Exhibit A, authorizing certain officers of TWE-A/N's Florida Division to sign on behalf of TWE-A/N; and
2. **Cablevision Industries Corporation ("CVI") Certificate of Incumbency and Authority**, executed by TWE-A/N, as Manager, with evidence of authority attached as Exhibit A, authorizing certain officers of TWE-A/N's Florida and Atlanta National Divisions to sign on behalf of CVI.

TWE-A/N (formed in April 1995) owns the cable properties previously owned by TWE, as well as, those previously owned by Vision Cable Communications Inc. (now know as Advance Communication Corp.). In January 1996, Time Warner Inc. acquired CVI, which owns cable properties in the geographic areas of TWE-A/N's Florida and Atlanta National Divisions. CVI has contracted with TWE-A/N to manage its properties. Therefore, the Certificate for CVI has been executed by TWE-A/N, the managing entity.

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

Enclosures

- cc: Bob Bertram (w/ enclosures)
- Henry Harris (w/ CVI enclosure)
- Karen Fahey (w/ enclosures)
- Linda Weiler (w/o enclosures)

JCVTWEANFL-DOT.1.G