

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 Time Warner Entertainment-Advance/Newhouse Partnership is a general partnership organized under the laws of the State of New York ("TWE-A/N"). That Paragon manages cable television properties in and around Clearwater, Lecanto, Pinellas Park, Tampa and Winter Haven, Florida that are owned by TWE-A/N (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 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, 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 LIAISON 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.

TIME WARNER ENTERTAINMENT-ADVANCE/NEWHOUSE PARTNERSHIP

By: Paragon Communications, a general partnership, Manager

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

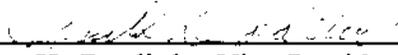
By:


James H. Doolittle, Vice President and Secretary

Attest:


Marc J. Apfelbaum, Vice President and Assistant Secretary

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



James H. Doolittle, Vice President and Secretary

Attest: 

Marc J. Apfelbaum, Vice President and
Assistant Secretary

By: KBL Communications, Inc., general partner



David E. O'Hayre, Vice President

Attest: 

Marc J. Apfelbaum, Vice President and
Assistant Secretary

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.

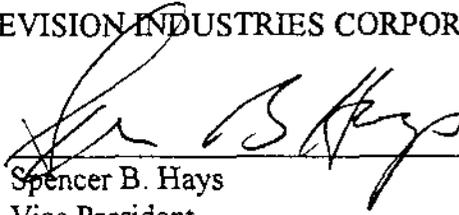
12. Amendments. This Agreement shall not be amended, supplemented or modified except by an agreement in writing which makes specific reference to this Agreement and which is signed by the party against which enforcement of any such amendment, supplement or modification is sought.

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

PARAGON COMMUNICATIONS, a general partnership

By ATC Holdings II, Inc., a general partner

By:



Gail L. Allaman
Vice President Tax

**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.

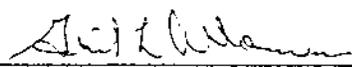
12. Amendments. This Agreement shall not be amended, supplemented or modified except by an agreement in writing which makes specific reference to this Agreement and which is signed by the party against which enforcement of any such amendment, supplement or modification is sought.

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

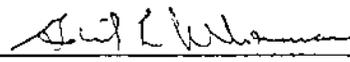
By: 
Gail L. Allaman
Vice President Tax

EXHIBIT A

Belleair
Clearwater
Dunedin
Kenneth City
Largo
Madeira Beach
Oldsmar
Pinellas County
Pineellas 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

EXHIBIT A

Florida:
Apollo Beach
Palmetto

LWMGTAGTCVI-PARAGON

**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.



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.

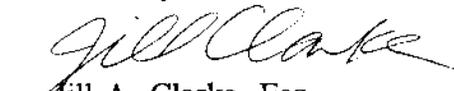
You will note that Paragon's Certificate is different from previous years, in that it is now signed by all three partners of Paragon instead of American Television and Communication Corporation ("ATC") as Manager. Time Warner Inc. ("TWI") had always owned 50% of Paragon through ATC. As of July 6, 1995,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

APR 29 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,

A handwritten signature in black ink, appearing to read "Jill 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)

JCWTWANGEL-DOT 1 6