

State of Florida Department of Transportation  
Division of Preconstruction and Design  
UTILITY RELOCATION MASTER AGREEMENT  
RELOCATION FROM PRIVATE PROPERTY  
(Reimbursable - Private Utility)

THIS AGREEMENT, made and entered into this 15th day of February, 1993, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and Colony Cablevision of Florida, a Division of Providence Journal Company, a corporation organized and existing under the laws of Rhode Island, with its principal place of business in the City of Providence, County of Providence, State of Rhode Island, hereinafter called the COMPANY.

WITNESSETH:

WHEREAS, the DEPARTMENT proposes to engage in certain projects for construction, reconstruction or other change of portions of the State Highway System which shall call for the relocation of the COMPANY'S facilities along, over and under the highways on said projects,

AND WHEREAS, the plans for said construction, reconstruction or other change are to be reviewed by the DEPARTMENT and the COMPANY; such utility relocation to hereinafter be designated as "Relocation Work";

AND WHEREAS, under the laws of the State of Florida the expense of said "Relocation Work" may qualify for reimbursement to the COMPANY where COMPANY'S facilities lie on property in which the COMPANY holds a compensable interest;

AND WHEREAS, the term "cost of relocation" shall include the entire amount paid by the COMPANY property attributable to each such relocation after deducting therefrom any increase in the value of the new facility and any salvage value of materials recovered from the old facility;

NOW, THEREFORE, in consideration of the mutual undertaking as herein set forth, the parties hereto agree as follows:

1. When the DEPARTMENT has served an order on the COMPANY regarding relocation of the COMPANY'S facilities along, over and under property in which the COMPANY holds a compensable interest, the COMPANY hereby agrees to relocate the necessary parts of said facilities in accordance with the provisions set forth in DEPARTMENT Rule 014-046.01 "Utility Accommodation Guide," Florida Administrative Code, dated May 4, 1970; any supplements thereto or revisions thereof, which, by reference hereto, are made a part hereof. The COMPANY further agrees to do all of such work with its own forces or by a contractor paid under a contract let by the COMPANY, all under the supervision and approval of the DEPARTMENT.

2. The COMPANY further agrees to fully comply with the provisions of Title VI of the Civil Rights Act of 1964 in connection with the "Relocation Work" covered by this agreement, and such compliance will be governed by the applicable method described hereafter:

a. When the COMPANY will perform all or part of such "Relocation Work" by a Contractor paid under a contract let by the COMPANY, then the Appendix "A" of Assurances attached to this agreement will be included in said contracts let by the COMPANY.

b. When the COMPANY will perform all of such "Relocation Work" entirely with COMPANY'S forces, then Appendix "A" of Assurances is not required.

c. When the "Relocation Work" involved is agreed to by way of just compensation for the taking of COMPANY'S facilities located on right of way in which the COMPANY holds a compensable interest, then Appendix "A" of Assurances is not required.

d. When the COMPANY will perform all such "Relocation Work" entirely by continuing contract, which contract to perform all future "Relocation Work" was executed with COMPANY'S Contractor prior to August 3, 1965, then Appendix "A" of Assurances is not required.

3. The DEPARTMENT hereby agrees to reimburse the COMPANY for all costs incurred by it in each such relocation of said facilities, in accordance with the provisions set forth in DEPARTMENT Procedure No. 132-046 "Reimbursement for Utility and Railroad Relocation," dated October 1, 1973, and any supplements or revisions thereof. It is understood and agreed by and between the parties that preliminary engineering costs not incorporated in the COMPANY'S plans and estimates, as approved by the DEPARTMENT, shall not be subject to payment by the DEPARTMENT.

4. Plans and specifications of the work to be performed by the COMPANY on each project contemplated under the terms of this agreement are made a part hereof by reference, upon approval by the DEPARTMENT. All work performed by the COMPANY pursuant hereto shall be performed according to these plans and specifications as approved by the DEPARTMENT, and all subsequent plan changes shall likewise be approved by the DEPARTMENT. All "Relocation Work" covering facilities to be relocated to a position within the highway right of way will be accommodated in accordance with the provisions of said "Utility Accommodation Guide," and any supplements thereto or revisions thereof.

5. All labor, services, materials and equipment furnished by the COMPANY in carrying out the work to be performed hereunder on each project shall be billed by the COMPANY direct to the DEPARTMENT. Separate records as to the cost of contract bid items and force account items performed for the COMPANY on each project shall also be furnished by the COMPANY to the DEPARTMENT.

6. The COMPANY and the DEPARTMENT agree that the method to be used in developing the relocation or adjustment cost may be any of the following:

- a. Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
- b. Actual and related indirect costs accumulated in accordance with an established accounting procedure developed by the COMPANY and approved by the DEPARTMENT.
- c. An agreed lump sum as supported by a detailed analysis of estimated cost, such specific sum and analysis to be attached to the COMPANY'S plans and specifications and approved by the DEPARTMENT (Note: This method is not applicable where the estimated cost of the proposed adjustment exceeds \$25,000.)

The COMPANY shall clearly state the applicable method in its plans, specifications and estimates as submitted to the DEPARTMENT.

7. The DEPARTMENT and the COMPANY agree that the adjustment of the COMPANY'S facilities on individual projects may require the operation of the old facility until the new facility is functioning. If the old facility must remain in operation until the new facility is functioning, the reason(s) must be clearly stated in the COMPANY'S plans, estimates and specifications as submitted to the DEPARTMENT.

8. The DEPARTMENT and the COMPANY agree that the proposed new facilities on individual projects to be installed in the COMPANY'S system may remain in useful service beyond the time when the overall (old) facility, of which it is a part, is replaced. If the new facility will remain in useful service as above and indicated in the COMPANY'S plans and specifications, or if an entirely new facility is constructed and the old facility retired, credit for expired service life will apply and the estimated or actual credit must appear in COMPANY'S plans and estimates.

9. The adjustment of the COMPANY'S facility on each project may involve additional "Relocation Work" over and above the minimum reimbursable requirements of the DEPARTMENT; which condition shall be clearly stated in the COMPANY'S plans, estimates and specifications. If upgrading or nonreimbursable "Relocation Work" is involved at the option of the COMPANY on any project, then credit against the cost of the project is required and will be governed by the applicable method described hereafter:

- a. A certain percentage being applied to the final billing of work actually accomplished to determine required credit for betterment, expired service life or nonreimbursable segments; such percentage to be clearly stated and explained in COMPANY'S plans and estimates.

b. All "Relocation Work" involving nonreimbursable segments being performed by special COMPANY work or job order number apart and separate from reimbursable "Relocation Work," such work or job order number to be clearly stated in COMPANY'S plans, estimates and specifications as submitted to the DEPARTMENT. The COMPANY further agrees to clearly identify such work areas in the COMPANY'S plans and specifications for the "Relocation Work" covered under this agreement.

c. A certain lump sum credited for betterment, expired service life or nonreimbursable segments in accord with Article 6(c) hereinabove and clearly stated in the COMPANY'S plans and estimates.

10. It is specifically agreed by and between the DEPARTMENT and the COMPANY that the DEPARTMENT shall receive fair and adequate credit for any salvage which shall accrue to the COMPANY as a result of the above relocation work.

11. It is further agreed that the cost of all improvements made during the relocation work on each project shall be borne by the COMPANY, subject only to the DEPARTMENT bearing such portion of this cost as represents the cost of relocation of previously existing facility, less salvage credit as set forth in the immediately preceding paragraph.

12. Upon completion of the work on each project the COMPANY shall, at the earliest date practicable, and in no event later than one hundred eighty (180) days following the date of completion of the "Relocation Work" by the COMPANY, furnish the DEPARTMENT with two (2) copies of its final and complete billing of all costs incurred in connection with the work on each project performed hereunder, such statement to follow as closely as possible the order of the items contained in the COMPANY'S estimate as approved by the DEPARTMENT. Upon the COMPANY'S failure to submit proper billing within the 180 day period, the DEPARTMENT may, at its discretion, audit the COMPANY'S records and thereby determine the reimbursable amount. The COMPANY hereby waives any right of appeal or protest of such amount as determined by audit. The totals for labor, overhead, travel expense, transportation, equipment, material and supplies, handling costs, and other services on each project shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. Materials shall be itemized where they represent major components or costs in the relocation, following the pattern set out in the approved estimate as closely as possible. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in said bill in relative position with the charge for the replacement or the original charge for temporary use.

The final billing shall show the description and site of each project; the date on which the first work was performed, or, if preliminary engineering right of way items are involved, the date on which the earliest item of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred, and the location where the records and accounts billed can be audited. Adequate reference shall be made in the billing to the COMPANY'S records, accounts and

other relevant documents. All cost records and accounts shall be subject to audit by a representative of the DEPARTMENT. Upon receipt of invoices prepared in accordance with the provisions of the DEPARTMENT Procedure No. 132-046, the DEPARTMENT agrees to reimburse the COMPANY in the amount of such actual costs as approved by the DEPARTMENT'S auditor. The DEPARTMENT shall retain ten percent from any progress payments.

13. The COMPANY covenants to indemnify, defend, save harmless and exonerate the DEPARTMENT of and from all liability, claims, and demands arising out of the work undertaken by the COMPANY pursuant to this agreement, due to the negligent actions, delays, or omissions done or committed by the COMPANY, its subcontractors, employees, agents or representatives. It is specifically understood and agreed that this indemnification agreement does not cover nor indemnify the DEPARTMENT for its own negligence or breach of this contract.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, and their official seals hereto affixed, the day and year first above written.

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

BY: David A. May (SEAL)  
State Highway Engineer

ATTEST: Betty G. Parrish  
Executive Secretary

=====

COMPANY: Colony Cablevision of Florida, a division of Providence Journal Company

BY: Richard C. Gifford (SEAL)  
Vice President - Broadcasting and Cable Television

ATTEST: H. Dyson  
Secretary

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Approved as to Form, Legality and Execution  
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY: Carol M. Hinds  
Assistant Attorney

ASSIGNMENT AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, pursuant to that certain *Purchase and Sale Agreement* dated as of September 25, 1992 among PALMER COMMUNICATIONS INCORPORATED, a Delaware corporation ("Seller"), PALMER CABLE ASSOCIATES, a Florida general partnership ("PCA"), and PROVIDENCE JOURNAL COMPANY, a Rhode Island corporation ("Purchaser"), as amended to date (the "Purchase Agreement"), that the undersigned Seller and PCA, for and in consideration of the payment of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby convey, transfer and assign to Purchaser as of the date hereof sole and exclusive right, title and interest in and to all of the *Florida Assets, free and clear* of all liens, pledges, encumbrances or other adverse claims of any kind or description other than the Permitted Liens relating to such Florida Assets. Capitalized terms used herein, unless otherwise defined, shall have the meanings given to such terms in the Purchase Agreement.

Without limiting the foregoing, the Florida Assets shall include the following, except to the extent that any of the following are included within the Excluded Assets relating to the Florida Systems:

(a) All of Seller's and PCA's right, title and interest in and to the towers, tower equipment, antennas, above-ground and underground cable, optical fiber, studio and local production equipment, distribution systems, headend amplifiers, line amplifiers, earth satellite receiver stations and related equipment, microwave equipment, cable, cable drops, testing equipment, motor vehicles, office equipment, furniture and fixtures, supplies, inventory and other physical assets used or useful in the ownership or operation of the Florida Systems, and all modifications, additions, restorations or replacements of the whole or any part thereof, substantially all of which tangible assets are described on Exhibit A attached hereto;

(b) *The cable television franchises (the "Franchises"), leases, agreements, permits, consents, licenses (including FCC licenses), and other contracts, pole line or joint pole agreements, underground conduit agreements, agreements for the reception or transmission of signals by microwave, easements, appurtenances, rights-of-way and construction permits, if any, all right, title and interest in and to all streets, roads and public places, any obligations and agreements between Seller or PCA, as the case may be, and its suppliers (including programming suppliers) and customers,*

*Sunny*  
*4 rec'd*  
*1-11-93*

including all applications therefor, which are used or useful in the ownership or operation by Seller or PCA of the Florida Systems (collectively, the "Contracts"), which are listed on Exhibit B attached hereto, which Exhibit also sets forth all consents and approvals of third parties necessary to transfer such assets to Purchaser and identifies all matters set forth therein as being applicable to the Florida Systems;

(c) All of Seller's and PCA's right, title and interest in and to real property used or useful in connection with, or necessary for the operation of, the Florida Systems, as described on Exhibit C attached hereto;

(d) Any and all accounts receivable to the extent an adjustment in the Total Purchase Price is made for such accounts receivable pursuant to Section 6.01 of the Purchase Agreement;

(e) All engineering records, files, data, drawings, blueprints, schematics, maps, reports, lists and plans and processes owned or developed by or for Seller or PCA and intended for use in connection with the Florida Systems;

(f) All promotional graphics, original art work, mats, plates, negatives and other advertising, marketing or related materials in Seller's or PCA's possession or control developed by or for Seller or PCA, which, except as otherwise provided in Section 2.03 of the Purchase Agreement, do not contain any corporate or trade names, logos, symbols or other references to Seller or PCA and which are intended for use or have been used in connection with the Florida Systems;

(g) All of Seller's and PCA's files of correspondence, lists, records and reports concerning (i) customers and prospective customers of the Florida Systems, (ii) television stations whose transmissions are or may be carried as part of the Florida Systems and (iii) all dealings with Federal, state and local regulatory agencies with respect to the Florida Systems, including all reports filed by or on behalf of Seller or PCA with the Federal Communications Commission (the "FCC") and all statements of account filed by or on behalf of Seller or PCA with the United States Copyright Office;

(h) Except as set forth in Section 2.01(f) of the Purchase Agreement, all of Seller's and PCA's right, title and interest in and to intangible personal property used or useful in the ownership or operations of the Florida Systems, including all rights, choses-in-action, all patents, copyrights, trademarks, tradenames and service marks, and all of the rights associated therewith (including any and all applications, registrations, extensions and renewals thereof); such patents, copyrights, trademarks, tradenames and service marks are described on Exhibit D attached to the Purchase Agreement;

(i) All prepaid expenses of Seller or PCA to the extent an adjustment in the Total Purchase Price is made for such expenses pursuant to Section 6.01 of the Purchase Agreement; and

(j) All of Seller's interest in the joint venture known as "Southwest Florida Cable Advertising" created by that certain Joint Venture Agreement dated as of April 27, 1992 between Seller and Cable TV Fund 12-A Ltd.

EXCEPTING, EXCLUDING AND RESERVING, however, from the assets and properties of Seller and PCA conveyed to Purchaser by means of this Assignment and Bill of Sale, the following Excluded Assets:

The properties and assets described in Exhibit E attached to the Purchase Agreement which relate to the operations of the Florida Systems as of the date hereof shall be retained by Seller, PCA or their affiliates and shall not be sold, assigned or transferred to Purchaser. Except as specifically provided in Section 2.01 of the Purchase Agreement, Purchaser is not purchasing any of the properties or assets of Seller or PCA which are not used or useful in the ownership or operations of the Florida Systems.

TO HAVE AND TO HOLD, all and singular, the Florida Assets hereby sold, assigned, transferred and conveyed to Purchaser, its successors and assigns, to and for their own use and benefit forever.

This instrument shall be binding upon Seller and PCA and their respective successors and assigns, and shall inure to the benefit of Purchaser and its successors and assigns.

This Assignment and Bill of Sale shall be governed by, construed and enforced in accordance with the laws of the State of Delaware (without application of principles of conflicts of law).

IN WITNESS WHEREOF, each of Seller and PCA has caused this Assignment and Bill of Sale to be executed by its duly authorized representative as of this 30th day of November, 1992.

PALMER COMMUNICATIONS INCORPORATED

By

Title:

PALMER CABLE ASSOCIATES  
By its general partner  
Palmer Communications Incorporated

By

Title:

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In Providence, on the 7<sup>th</sup> day of December, 1992, before me personally appeared William Ryan, President of PALMER COMMUNICATIONS INCORPORATED to me known and known by me to be the person executing the foregoing instrument, and he acknowledged said instrument by him executed to be his free act and deed in said capacity and the free act and deed of the corporation.

Lauren E. Masandola  
Notary Public

My commission expires:

LAUREN E. MASANDOLA, Notary Public  
State of Rhode Island, Providence Plantations  
My Commission Expires \_\_\_\_\_

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In Providence, on the 7<sup>th</sup> day of December, 1992, before me personally appeared William Ryan, President of Palmer Communications Incorporated, a general partner of PALMER CABLE ASSOCIATES, to me known and known by me to be the person executing the foregoing instrument, and he acknowledged said instrument by him executed to be his free act and deed in said capacity and the free act and deed of said corporation as a general partner of said partnership.

Lauren E. Masandola  
Notary Public

My commission expires:

LAUREN E. MASANDOLA, Notary Public  
State of Rhode Island, Providence Plantations

# State of Florida



## Department of State

I certify from the records of this office that PROVIDENCE JOURNAL COMPANY is a Rhode Island corporation authorized to transact business in the State of Florida, qualified on November 30, 1992.

The document number of this corporation is F92000000418.

I further certify that said corporation has paid all fees and penalties due this office through December 31, 1992, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Thirtieth day of November, 1992



CR2EO22 (2-91)

Jim Smith  
Secretary of State



12. Names and addresses of officers and/or directors: See Addendum A Attached

**A. DIRECTORS**

Chairman: See Addendum A Attached hereto

Address: \_\_\_\_\_  
\_\_\_\_\_

Vice Chairman: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Director: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Director: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

1997 NOV 30 PM 12:04  
FILED  
SECRETARY OF STATE  
TALLAHASSEE FLORIDA

**B. OFFICERS**

President: See Addendum a Attached hereto

Address: \_\_\_\_\_  
\_\_\_\_\_

Vice President: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

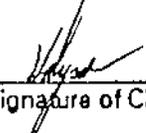
Secretary: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Treasurer: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

NOTE: If necessary, you may attach an addendum to the application listing additional officers and/or directors.

13.   
(Signature of Chairman, Vice Chairman, or any officer listed in number 12 of the application)

14. Harry Dyson, Treasurer and Secretary  
(Typed or printed name and capacity of person signing application)

ADDENDUM A

A. Directors

1. Stephen Hamblett
2. Henry D. Sharpe, Jr.
3. Peter B. Freeman
4. John W. Wall
5. Patrick R. Wilmerding
6. Mrs. Marion D. Campbell
7. W. Nicholas Thorndike
8. F. Remington Ballou
9. Benjamin P. Harris III
10. W. Murray Buttner
11. Fanchon M. Burnham
12. John W. Rosenblum
13. Henry P. Becton, Jr.

FILED  
SEP 30 PM 12:04  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

B. Collective Address of Directors

c/o Providence Journal Company  
75 Fountain Street  
Providence, RI 02902

C. Officers

1. President, Publisher & CEO: Stephen Hamblett
2. Vice President - Finance: James F. Stack
3. Vice President - Broadcasting and Cable Television:  
Jack C. Clifford
4. Treasurer and Secretary: Harry Dyson

D. Collective Address of Officers

c/o Providence Journal Company  
75 Fountain Street  
Providence, RI 02902



FLORIDA DEPARTMENT OF STATE

Jim Smith  
Secretary of State

December 2, 1992

COLONY CABLEVISION OF FLORIDA  
C/O DYNAMIC CABLEVISION OF FLORIDA, LTD.  
2151 WEST 62ND STREET  
HIALEAH, FL 33016

Subject: **COLONY CABLEVISION OF FLORIDA**

REGISTRATION NUMBER: **G92337900029**

This will acknowledge the filing of the above fictitious name registration which was registered on December 2, 1992. This registration gives no rights to ownership of the name.

Each fictitious name registration must be renewed every five years between July 1 and December 31 of the expiration year to maintain registration. Three months prior to the expiration date a statement of renewal will be mailed.

**IT IS THE RESPONSIBILITY OF THE BUSINESS TO NOTIFY THIS OFFICE IN WRITING IF THEIR MAILING ADDRESS CHANGES.** Whenever corresponding please provide assigned Registration Number.

For information regarding fictitious names on file or to search the record call (904) 488-9000.

Enclosed is your certificate(s) as requested.

Should you have any questions regarding this matter you may contact our office at (904) 487-6058.

Michael Mays  
Fictitious Name Section

# State of Florida



## Department of State

I certify from the records of this office that COLONY CABLEVISION OF FLORIDA is a Fictitious Name registered with the Department of State on December 2, 1992.

The Registration Number of this Fictitious Name is G92337900029.

I further certify that said Fictitious Name Registration is active.

I further certify that this office began filing Fictitious Name Registrations on January 1, 1991, pursuant to Chapter 90-267, Laws of Florida.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Second day of December, 1992



CR2EO22 (2-91)

Jim Smith  
Secretary of State

# APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

APPROVED  
AND  
FILED

92 DEC -2 PM 1:20

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Section 1

1. Colony Cablevision of Florida  
Fictitious Name to be Registered
2. c/o Dynamic Cablevision of Florida, Ltd.  
Mailing Address of Business  
2151 West 62nd Street
- City Hialeah, Florida 33016  
Zip Code
3. Florida County Dade
4. FEI Number: \_\_\_\_\_

This space for office use only

Section 2

**A. Owner(s) of Fictitious Name If Individual(s) (use an attachment if necessary):**

- |                                                                                            |                                                                                            |
|--------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| 1. _____<br>Last First MI<br>_____<br>Address<br>_____<br>City State Zip Code<br>SS# _____ | 2. _____<br>Last First MI<br>_____<br>Address<br>_____<br>City State Zip Code<br>SS# _____ |
|--------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|

**B. Owner(s) of Fictitious Name If Corporation(s) (use an attachment if necessary):**

- |                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                              |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. <u>Providence Journal Company</u><br>Corporate Name<br><u>75 Fountain Street</u><br>Address<br><u>Providence Rhode Island 02902</u><br>City State Zip Code<br>Florida Corporate Document No.: <u>F9200000418</u><br>FEI Number: <u>05-0203820</u><br><input type="checkbox"/> Applied for <input type="checkbox"/> Not Applicable | 2. _____<br>Corporate Name<br>_____<br>Address<br>_____<br>City State Zip Code<br>Florida Corporate Document No.: _____<br>FEI Number: _____<br><input type="checkbox"/> Applied for <input type="checkbox"/> Not Applicable |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Section 3

I (we) the undersigned, being the sole (all the party(ies) owning interest in the above fictitious name, certify that the information indicated on this form is true and accurate. I (we) further certify that the fictitious name shown in Section 1 of this form has been advertised at least once in a newspaper as defined in chapter 50, Florida Statutes, in the county where the applicant's principal place of business is located. I (we) understand that the signature(s) below shall have the same legal effect as if made under oath. (At Least One Signature Required)

PROVIDENCE JOURNAL COMPANY

Jack Clifford  
VP Broadcasting & Cable TV Date \_\_\_\_\_  
Phone Number: (401) 277-7000

Signature of Owner \_\_\_\_\_ Date \_\_\_\_\_  
Phone Number: \_\_\_\_\_

Section 4

**FOR CANCELLATION COMPLETE SECTION 4 ONLY:  
FOR FICTITIOUS NAME OWNERSHIP CHANGE COMPLETE SECTIONS 1 THROUGH 4:**

I (we) the undersigned, hereby cancel the fictitious name \_\_\_\_\_  
\_\_\_\_\_, which was registered on \_\_\_\_\_ and was assigned  
registration number \_\_\_\_\_

Signature of Owner \_\_\_\_\_ Date \_\_\_\_\_ Signature of Owner \_\_\_\_\_ Date \_\_\_\_\_

Mark the applicable boxes

Certificate of Status — \$10

Certified Copy — \$30

FILING FEE: \$50

# MIAMI REVIEW

Published Daily except Saturday, Sunday and  
Legal Holidays  
Miami, Dade County, Florida

STATE OF FLORIDA  
COUNTY OF DADE:

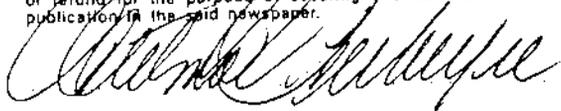
Before the undersigned authority personally appeared Octelma V. Ferbeyre, who on oath says that she is the Supervisor of Legal Advertising of the Miami Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Miami in Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

Fictitious Name  
COLONY CABLEVISION OF FLORIDA

In the       X X X       Court,  
was published in said newspaper in the issues of

December 1, 1992

Affiant further says that the said Miami Review is a newspaper published at Miami in said Dade County, Florida, and that the said newspaper has heretofore been continuously published in said Dade County, Florida, each day (except Saturday, Sunday and Legal Holidays) and has been entered as second class mail matter at the post office in Miami in said Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.



Sworn to and subscribed before me this

1st day of December, A.D. 19 92

(SEAL)

Octelma V. Ferbeyre

OFFICIAL NOTARY SEAL  
AGNES E. PENA  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. CC 172108  
MY COMMISSION EXP. JAN. 6, 1996

## NOTICE UNDER FICTITIOUS NAME ACT

Notice is hereby given that the undersigned pursuant to the "Fictitious Name Act," Chapter 965.09 Florida Statutes will register with the Florida Department of State upon receipt of proof of the publication of this notice, the fictitious name, to wit:

COLONY CABLEVISION  
OF FLORIDA

under which we expect to engage in business at: c/o Dynamic Cablevision of Florida, Ltd., 2151 West 62nd Street, Hialeah, Florida 33016.

Dated at 75 Fountain Street, Providence, Rhode Island 02902, this 24th day of November, 1992.

PROVIDENCE JOURNAL  
COMPANY  
JACK C. CLIFFORD,  
Vice President-BROADCAST  
& CABLE

12/1

92-2-120127M