

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY MASTER AGREEMENT
(At Utility Expense)

THIS AGREEMENT, made and entered into this 15 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 proposed to engage in certain projects for construction, reconstruction and 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 designed as "Relocation Work";

AND WHEREAS, under the laws of the State of Florida said "Relocation Work" must be accomplished at the sole expense of the COMPANY when COMPANY'S facilities lie on property in which the COMPANY holds no compensable interest;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained it is agreed by the parties 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 no compensable interest, the COMPANY agrees to make or cause to be made all arrangements for necessary adjustment of changes of its facilities at COMPANY'S own expense and in accordance with the provisions of Florida Administrative Code Rule 14-46.001 Utility Installation or Adjustment (amended July 5, 1990) and Utility Accommodation Guide dated May, 1990; any supplements or revisions thereof as of the date of this Agreement, which, by reference hereto, are made a part of this Agreement; and the plans, designs and specifications of the DEPARTMENT for construction or reconstruction of said portions of the State Highway System, prior to the advertising for bid on said project. 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 direction of the DEPARTMENT'S engineer.

2. The COMPANY further agrees that said adjustment, changes or relocation of facilities will be made by the COMPANY with sufficient promptness so as to cause no delay to the DEPARTMENT or its contractor in the prosecution of such construction or reconstruction work ; provided, however, that the COMPANY shall not be responsible for delay beyond its control; and that such "Relocation Work" will be done under the direction of the DEPARTMENT'S engineer; and the COMPANY further agrees that in the event the changes, adjustments or relocation of such facilities or utilities are done simultaneously with the construction project, that it will be directly responsible for the handling of any legal claims that the contractor may initiate due to delays caused by the COMPANY'S negligence ; and that the COMPANY will not either proceed with the " Relocation Work " with its own forces or advertise or let a contract for such work until it has received the DEPARTMENT'S written authority to proceed.

3. The COMPANY further agrees that it will maintain and keep in repair, or cause to be maintained and kept in repair, all of such adjusted, changed or relocated COMPANY owned or operated facilities or utilities within the right of way of said portion of the State Highway Systems; and to comply with all provisions of the law and Rule 14-46.01, Florida Administrative Code.

4. The DEPARTMENT agrees to furnish the COMPANY with all necessary highway construction plans that are required by the COMPANY to facilitate the COMPANY'S "Relocation Work. "

5. The DEPARTMENT further agrees that the COMPANY may relocate its facilities upon the State's right of way, according to the terms of the standard permit required by the State Statutes for occupancy of public rights of way, and all published regulations lawfully adopted by the DEPARTMENT as of the date of this Agreement.

6. It is mutually agreed that the COMPANY'S plans, maps or sketches showing any such facility or utility to be adjusted, changed or relocated on any individual "Relocation Work" project are, when approved by the DEPARTMENT, made a part hereof by reference.

7. The COMPANY further agrees to indemnify, defend, and save harmless and exonerate the DEPARTMENT of and from all liability, claims, and demands for contractual liability rising out of the work undertaken by the COMPANY, its employees, agents, representatives or its subcontractors due in

whole, or in part, to conditions, actions, or omissions done or committed by the COMPANY; or its subcontractors, its employees, agents, representatives, or its subcontractors. 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. Parris
Executive Secretary

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

BY: Richard C. Clifford (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 A. Adams
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,

*Summary
4 rec'd
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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 William Ryan

Title: President

PALMER CABLE ASSOCIATES

By its general partner

Palmer Communications Incorporated

By William Ryan

Title: President

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence, on the 7th 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. Marandola
Notary Public

My commission expires:

LAUREN E. MARANDOLA, Notary Public
State of Rhode Island and Providence Plantations
My Commission Expires: _____

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence, on the 7th 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. Marandola
Notary Public

My commission expires:

LAUREN E. MARANDOLA, Notary Public
State of Rhode Island and 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

APPLICATION BY FOREIGN CORPORATION FOR AUTHORIZATION TO TRANSACTION BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 607.1503, FLORIDA STATUTES, THE FOLLOWING IS
SUBMITTED TO REGISTER A FOREIGN CORPORATION TO TRANSACTION BUSINESS IN THE
STATE OF FLORIDA:

1. Providence Journal Company
(Name of corporation: must include the word "INCORPORATED", "COMPANY", "CORPORATION" or words or abbreviations of like import in language as will clearly indicate that it is a corporation instead of a natural person or partnership if not so contained in the name at present.)
2. Rhode Island 3. 05-020-3820
(State or country under the law of which it is incorporated) (FEI number, if applicable)
4. May 29, 1884 5. Perpetual
(Date of Incorporation) (Duration: Year corp. will cease to exist or "perpetual")
6. Upon filing of application
(Date first transacted business in Florida. (See sections 607.1501, 607.1502, and 817.155, F.S.)
7. 75 Fountain Street, Providence, Rhode Island 02902

(Current mailing address)

8. To engage in and carry on cable television activities
(Purpose(s) of corporation authorized in home state or country to be carried out in the state of Florida)

9. Name and street address of Florida registered agent:

CT Corporation System

Name: _____

Office Address: 1200 South Pine Island Road

Plantation, Florida, 33324

(Zip Code)

10. Registered agent's acceptance:

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this application, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

CT Corporation System

EILEEN EDMONDSON

By: Eileen Edmondson Special Assistant Secretary.

(Registered agent's signature)

11. Attached is a certificate of existence duly authenticated, not more than 90 days prior to delivery of this application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the law of which it is incorporated.

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: _____

FILED
1932 NOV 30 PM 12:04
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

B. OFFICERS

President: See Addendum a Attached hereto

Address: _____

Vice President: _____

Address: _____

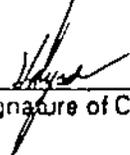
Secretary: _____

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.

1992 NOV 30 PM 12:01
FILED
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)

A handwritten signature in cursive script that reads "Jim Smith".

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. _____ Last First MI Address City State Zip Code SS# _____	2. _____ Last First MI Address City State Zip Code SS# _____
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B. Owner(s) of Fictitious Name If Corporation(s) (use an attachment if necessary):

1. <u>Providence Journal Company</u> Corporate Name <u>75 Fountain Street</u> Address <u>Providence Rhode Island 02902</u> City State Zip Code Florida Corporate Document No.: <u>F92000000418</u> FEI Number: <u>05-0203820</u> <input type="checkbox"/> Applied for <input type="checkbox"/> Not Applicable	2. _____ Corporate Name Address City State Zip Code Florida Corporate Document No.: _____ FEI Number: _____ <input type="checkbox"/> Applied for <input type="checkbox"/> Not Applicable
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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

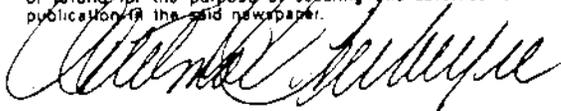
Fictitious Name

COLONY CABLEVISION OF FLORIDA

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

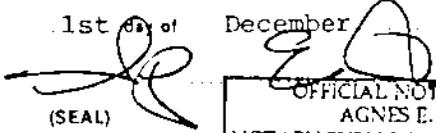
December 1, 1992

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