



**State of New Jersey**

DEPARTMENT OF THE TREASURY  
DIVISION OF ADMINISTRATION  
NEW JERSEY PUBLIC  
BROADCASTING AUTHORITY  
P.O. BOX 777  
TRENTON, NJ 08625-0777

**CHRIS CHRISTIE**  
*Governor*

**KIM GUADAGNO**  
*Lt. Governor*

**ANDREW P. SIDAMON-ERISTOFF**  
*State Treasurer*

*Execution Copy*

October 15, 2012

Melinda C. Witmer  
EVP, Chief Programming Officer  
Time Warner Cable  
290 Harbor Drive  
Stamford, CT 06902

Re: NJPBA Waiver of "Channel Placement" Rights for Time Warner Cable

Dear Melinda:

I am writing to confirm that, for the period beginning January 1, 2012 and ending December 31, 2014, the New Jersey Public Broadcasting Authority ("NJPBA") hereby waives and withdraws its must carry rights and all of the must carry obligations of Time Warner Cable, Inc. ("Time Warner Cable") with respect to carriage of the broadcast signals of WNJN, Montclair, New Jersey, on Channel 50 of the Time Warner Cable of New York City systems serving Southern Manhattan; Western Brooklyn, Queens; Northern Manhattan; Mt. Vernon; and Staten Island, New York (collectively, the "Systems"), which channel placement obligations were imposed upon Time Warner Cable as a cable provider pursuant to Section 5 of the Cable Television Consumer Protection and Competition Act of 1992, as amended, and all applicable FCC rules and regulations (collectively, "Regulations").

As a result, none of the aforementioned Systems shall have any obligation to carry on Channel 50 of its broadcast basic tier any analog or digital programming contained within WNJN's broadcast signals during the period commencing on the effective date of the Digital Retransmission Agreement dated October 23, 2003, between Time Warner Cable, Inc. and NJPBA ("Digital Retransmission Agreement") and continuing through the term of this agreement.

Notwithstanding anything to the contrary in the Digital Retransmission Agreement, (i) the Systems shall not be obligated to carry any portions of WNJN's digital signal other than the primary program transport stream contained within WNJN's digital signal, (ii) any or all of the Systems may satisfy such obligation by carrying such primary program transport stream only in a standard definition digital format, and (iii) in the event that WNJN does not deliver to the Systems such primary program transport stream in standard definition digital format, then any or


all Systems may downconvert such primary program transport stream to a standard definition digital format and carry such downconverted primary program transport stream in satisfaction of Time Warner Cable's obligations hereunder.

NJPBA agrees to execute and deliver such other and further documents as Time Warner Cable may request to effectuate and confirm this waiver.


Notwithstanding the waiver set forth herein, the parties respectively reserve all rights with respect to whether the Regulations, the Digital Retransmission Agreement, or a combination thereof, governs Time Warner Cable's channel positioning of WNJN.

Sincerely yours,

New Jersey Public Broadcasting Authority

By   
\_\_\_\_\_  
John Blair  
Executive Director

ACKNOWLEDGED AND AGREED

By   
\_\_\_\_\_  
Melinda C. Witmer  
EVP, Chief Video and Content Officer  
Time Warner Cable