



**Information
Technology &
Telecommunications**

Carole Post
Commissioner
75 Park Place
New York, NY 10007
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September 6
August __, 2011

Time Warner Entertainment Company, L.P.
d/b/a Time Warner Cable of New York City
120 East 23rd Street
New York, New York 10010

Dear Franchisee:

Whereas under Section 4.1.04 of the franchise agreements between the Company (and its affiliates) and the City dated October 8, 1998, the City was expressly authorized to use up to twenty hours per day of time on one Government Channel (as that term was defined in said franchise agreement) for any foreign language and other ethnic community leased time programming in existence and carried on such Government Channel as of the date thereof (the "Existing Use"), and

Whereas, the Company and the City have agreed that the City is to be permitted to continue such Existing Use on the channel currently used for such purpose throughout the term of the new franchise agreements (the "new franchise agreements") being entered into as of today between the Company (and its affiliate) and the City subject to the terms of this letter agreement;

Now therefore, for good and valuable consideration, the parties to this letter hereby agree, as evidenced by the signature of the City below and the counter-signature of the Company below, as follows:

To the extent that and for so long as the Existing Use is in part or in whole a use inconsistent with an educational or governmental use as contemplated under the new franchise agreements and applicable law, the hours during which such Existing Use is being conducted on the applicable channel as described above will be treated pursuant to the following:

- (1) Such hours (up to a maximum of 20 hours per day) will be treated as time covered by 47 USC Section 531(d) and Section 8.1.4 of the new franchise agreements; and

(2) Such hours (up to a maximum of 20 hours per day) will be treated as having been leased, throughout the term of the new franchise agreements, by the Company to the City pursuant to 47 USC Section 612, for a lease payment by the City to the Company of one dollar (which is hereby deemed received and receipt thereof acknowledged), which leased time hours the City shall use solely for the conduct of the Existing Use.

The Company and the City intend that this letter will be superseded by a definitive agreement, to be negotiated and executed after the date hereof, which will contain provisions superseding, amending or incorporating the terms set forth in this letter, together with provisions customary in the case of transactions of the type described herein.

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