

September 21, 2009

Rhonda Fraas  
President, Residential Services  
Midwest Region  
Time Warner Cable  
1015 Olentangy River Rd  
Columbus, OH 43212-3148

Dear Ms. Fraas:

It was with great regret that we took the required action to terminate service to Time Warner Cable in Wisconsin on September 1. I'm writing you in order to set the record straight in regards to several key points of misinformation that Time Warner Cable is providing the public with respect to the facts of this matter:

- At no time did Time Warner Cable tell WisconsinEye that you would not pay to fund the channel. Rather, beginning with my first conversations with your Wisconsin management team during the fall of 2006, I was told that you would not fund the channel at the outset, at launch, in May 2007. During a joint meeting with TWC and Charter Communications at your Milwaukee offices in April 2007 both cable companies took this same position with respect to funding us at launch. It was on that basis that WisconsinEye agreed in good faith to the proposal, made by Time Warner and adopted by Charter, that we launch under an interim agreement for a trial period and work toward a long-term carriage agreement.
- WisconsinEye tried unsuccessfully to begin negotiations with Time Warner Cable toward a long-term agreement before approaching Charter. We met with TWC in March 2008 to deliver a progress report and propose a long-term agreement and funding beginning in 2009 to ensure the network's continued development. In June 2008 TWC formally rejected our proposal. A copy of that letter is attached. In July 2008 we submitted the same proposal to Charter and subsequently began negotiations toward the long-term agreement that was reached in March 2009.
- WisconsinEye had no choice in view of our other contractual obligations but to terminate service to Time Warner Cable. After reaching agreement with Charter in March, we informed TWC of its terms and conditions and proposed we begin negotiations toward an equivalent agreement, consistent with the requirement in our 2005 state broadcast licensing agreements that we provide our service to commercial distributors on equal terms. After receiving no formal response from TWC, we notified TWC on July 17 that we would be forced to terminate service September 1 unless we reached an equivalent agreement before then. We received TWC's formal response on August 13, which proposed that we continue service under the terms of the interim agreement, a request that in the opinion of our legal counsel clearly conflicts with our other contractual obligations and was therefore unacceptable. Time Warner Cable gave us no choice but to terminate service as required.

Please let me know if you have questions or comments about this matter. I'd be happy to provide any additional information you may require.

Sincerely,

Christopher Long  
President & CEO

Cc: Tom Adams  
Margaret Farrow  
Members of the Wisconsin State Legislature