



State of New Jersey
OFFICE OF THE STATE TREASURER
PO Box 002
TRENTON NJ 08625-0002

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

2011 JUN 13 A 11:28

ANDREW P. SIDAMON - ERISTOFF
State Treasurer

June 13, 2011

Hon. Stephen M. Sweeney, President of the New Jersey Senate
Hon. Sheila Oliver, Speaker of the New Jersey General Assembly

Dear President Sweeney and Speaker Oliver:

As State Treasurer, pursuant to Section 6(g) of the New Jersey Public Broadcasting System Transfer Act, L. 2010, c. 104 (the "Transfer Act"), I am submitting a negotiated programming and services agreement (the "Negotiated Contract") to be entered into with the New Jersey Public Broadcasting Authority ("NJPBA" or "NJN") and Public Media NJ, Inc. ("PMNJ"). PMNJ is a New Jersey nonprofit corporation created at the initiative of WNET.org ("WNET"). The Negotiated Contract provides for the programming of the NJPBA's Television Broadcast Network and for the provision of certain operational, fundraising and back-office services. Kindly cause the date of the submission of these Negotiated Contracts to be recorded upon the Senate Journal and the Minutes of the General Assembly, respectively.

PMNJ's board has approved the entering into by PMNJ of this Negotiated Contract and an authorized signatory of PMNJ has executed the Negotiated Contract. In accordance with Section 6(g)(2) of the Transfer Act, unless a concurrent resolution is adopted by the State Senate and the General Assembly disapproving the Negotiated Contract, within fifteen (15) days of this submission, the Negotiated Contract shall be deemed approved by the State Legislature. Once the Negotiated Contract has been deemed approved and the NJPBA has given its approval, the Negotiated Contract will be executed by the State Treasurer, as Chairman of the NJPBA. The effective date of the Negotiated Contract is July 1, 2011.

PMNJ was selected pursuant to a competitive procurement process. The State Treasurer issued a Request for Proposals for Operation of the New Jersey Network (NJN) Television Broadcast Network on February 7, 2011. Proposals were received from five bidders by the submission deadline of March 11, 2011. The proposals were reviewed by the State Treasurer's financial advisor, Public Radio Capital, Boulder, Colorado and by special counsel on Federal Communications Commission ("FCC") matters, Dow Lohnes PLLC, Washington, D.C. The proposals were then evaluated by the State Advisory Committee consisting of Gregg Edwards, Director of Policy, Office of the Governor, Steven Petrecca, Assistant State Treasurer and Michael Jonas, Operations Manager, Department of the Treasury. On March 28, 2011, the State Advisory Committee recommended that two bidders, PMNJ and Montclair State University, be invited to interviews to discuss their proposals and to subsequently submit best and final offers. These interviews took place and each entity submitted their best and final offers by the April 15, 2011 deadline. The best and final offers were evaluated by Public Radio Capital and Dow Lohnes. The best and final offers were then evaluated by the State Advisory Committee, which

recommended to the State Treasurer that the offer of PMNJ be selected. Negotiations with PMNJ on the Negotiated Contract commenced and were concluded on June 3, 2011.

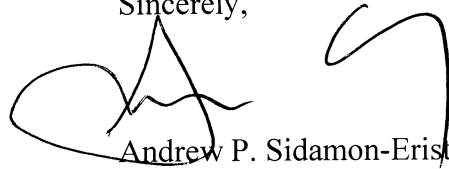
The FCC regulates broadcasting stations and NJPBA, as license holder for the television broadcasting licenses, remains ultimately responsible to the FCC for the television stations and their programming and operation, even here where programming and services are performed by PMNJ pursuant to the Negotiated Contract. The NJPBA, as FCC license holder will still have control of the television stations under FCC rules. As such, NJPBA will remain as an operating State authority, with the necessary amount of employees to satisfy FCC requirements provided by the Department of the Treasury ("Treasury") to the NJPBA pursuant to a memorandum of understanding to be entered into between Treasury and NJPBA.

Funding for NJPBA going forward will be incorporated into the State budget. It is estimated that for Fiscal Year 2012, that amount will be approximately \$2 million. Additionally, the proceeds received from the sale of the NJPBA's radio broadcasting licenses and stations will be deposited pursuant to the Transfer Act in the Trust Fund for the Support of Public Broadcasting ("Trust Fund"). The Transfer Act requires that monies in the Trust Fund be dedicated for the support of a public broadcasting system serving the State. In furtherance of that purpose, monies in the Trust Fund will be used for capital improvements and repairs in order to maintain and preserve the State's remaining broadcasting assets, including its tower assets. Such assets are not being alienated from the State.

Enclosed is a copy of the Negotiated Contract. Also included is a summary of the material terms of the Negotiated Contract. By separate cover, we will also deliver copies of all documents relevant to this proposed transaction for your consideration.

Finally, this Negotiated Contract with PMNJ fulfills the goals outlined by Governor Christie last year of transitioning NJN to independence and sustainability, ending both the taxpayer subsidy of and the State's role in public television broadcasting, while preserving a New Jersey-centric coverage and programming mission. The Negotiated Contract with PMNJ will result in a stronger overall programming schedule that draws upon the full range of WNET/PBS offerings; increased and enhanced overall New Jersey-centric programming, including arts, culture, and public affairs; and maintaining high quality public affairs programming, including a nightly news broadcast, live broadcasts of significant State House events such as State of the State and Budget Message, live Election Night coverage as part of comprehensive election coverage as well as Sunday morning New Jersey public affairs programs. With this Negotiated Contract with PMNJ, New Jerseyans can be confident that public broadcasting in New Jersey will not only continue, but also has a bright and dynamic future with a strong plan by PMNJ to enhance New Jersey-centric programming.

Sincerely,



Andrew P. Sidamon-Eristoff
Treasurer, State of New Jersey

Attachments: Negotiated Contract
Summary of Material Terms



State of New Jersey
OFFICE OF THE STATE TREASURER
PO Box 002
TRENTON NJ 08625-0002

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

ANDREW P. SIDAMON - ERISTOFF
State Treasurer

June 10, 2011

Hon. Stephen M. Sweeney, President of the New Jersey Senate
Hon. Sheila Oliver, Speaker of the New Jersey General Assembly

Dear President Sweeney and Speaker Oliver:

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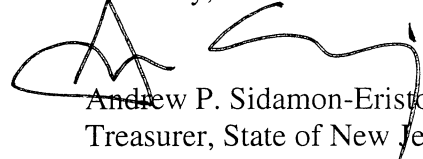
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Funding for NJPBA going forward will be incorporated into the State budget. It is estimated that for Fiscal Year 2012, that amount will be approximately \$2 million. Additionally, pursuant to the Transfer Act, the proceeds received from the sale of the NJPBA's radio broadcasting licenses and stations will be deposited in the Trust Fund for the Support of Public Broadcasting ("Trust Fund"). The Transfer Act requires that monies in the Trust Fund be dedicated for the support of a public broadcasting system serving the State. In furtherance of that purpose, monies in the Trust Fund will be used for FCC TV license compliance purposes and for capital improvements and repairs in order to maintain and preserve the State's remaining broadcasting assets, including its FCC TV licenses and tower assets. Such assets are not being alienated from the State.

Enclosed is a copy of the Negotiated Contract. Also included is a summary of the material terms of the Negotiated Contract. By separate cover, we will also deliver copies of all documents relevant to this proposed transaction for your consideration.

Finally, this Negotiated Contract with PMNJ fulfills the goals outlined by Governor Christie last year of transitioning NJN to independence and sustainability. It will end the State's role in public television broadcasting and deliver substantial savings to New Jersey's taxpayers while preserving a New Jersey-centric coverage and programming mission. It will result in a stronger overall programming schedule that draws upon the full range of WNET/PBS offerings and offers enhanced overall New Jersey-centric programming in the areas of arts, culture and public affairs. It will maintain high quality public affairs programming, including a new nightly news broadcast, live broadcasts of significant State House events such as State of the State and Budget Message, live Election Night coverage as part of comprehensive election coverage as well as Sunday morning New Jersey public affairs programs. With this Negotiated Contract with PMNJ, New Jerseyans can be confident that public broadcasting in New Jersey will not only continue but also has a bright and dynamic future.

Sincerely,



Andrew P. Sidamon-Eristoff
Treasurer, State of New Jersey

Attachments: Negotiated Contract
Summary of Material Terms

SUMMARY OF PRINCIPAL TERMS OF PROGRAMMING AND SERVICES AGREEMENT

A. Overview

- The Programming and Services Agreement for NJPBA is a contract for a New Jersey nonprofit corporation, Public Media NJ, Inc., to provide broadcast programming and other broadcast and related services to NJPBA. Distribution of the programming is over NJPBA's owned and operated stations ("Stations") and preserves New Jersey-centric programming for the State. The contract commencement date is July 1, 2011.

B. Ownership of Licenses

- NJPBA remains the licensee of the Stations, e.g., WNJT(TV), WNJB(TV), WNJN(TV), WNJX(TV) and certain ancillary licenses issued by the Federal Communications Commission ("FCC"). NJPBA shall retain all costs associated with the operation and the maintenance of the technical and main studio facilities of the Stations and liability for fulfilling its FCC licensing requirements.

C. Services Provider

- Public Media NJ, Inc., a New Jersey not-for-profit corporation ("PMNJ") and an indirect, related affiliate of WNET.org.

D. Revenue Sources

- As a source of funding for its obligations, PMNJ shall have access to (1) all grants associated with the Stations, including CPB and PTFP Grants; (2) all monies received from any MVPD related to any of the Stations; (3) all revenue generated through the lease of space on the Stations' broadcast towers; and (4) all net revenue generated through the lease of excess spectrum of the educational broadband service authorizations.

E. Programming

- PMNJ shall provide high-quality, non-commercial programming for distribution on the NJPBA Stations, including, without limitation, providing (1) on a weekly basis 20-25 hours of New Jersey-centric programming (including repeats) on the Stations; (2) providing a weekday nightly news and public affairs program; (3) live broadcast of the New Jersey State of the State and the annual Budget Message; and (4) live coverage of NJ elections.

F. Other Services

- PMNJ shall:
 - Provide certain operational, fundraising and back-office services.
 - Conduct fundraising for the Stations and prepare, review and act as fiscal agent for, grants, awards, etc. (and related applications).
 - Create and maintain a website, and associated digital presence, including, contingent on fundraising, adapting the Video in Teaching and Learning Service ("VITAL"), developed by WNET.ORG, for use by New Jersey teachers and students.
 - Prepare any applicable reports re fundraising and grants and assist with any regulatory submissions.

G. Term

- Term is 5 years from July 1, 2011, with two 5 year automatic renewals unless terminated by either party 180 days prior to expiration of the then current term.
- If NJPBA sells any Station or portion of the spectrum during or shortly after the Term, NJPBA shall pay PMNJ a disposition fee of \$125,000 per station.
- Upon 90 days' written notice, NJPBA may terminate the Programming and Services Agreement if NJPBA does not have funding to meet its obligations to maintain the FCC licenses.
- Upon 180 days' written notice, PMNJ may terminate the Programming and Services Agreement if total federal and state funding for the Stations falls below \$4,000,000 or below 75% of the budgeted as needed.

PROGRAMMING AND SERVICES AGREEMENT

This Programming and Services Agreement ("Agreement") dated as of June __, 2011 by and between New Jersey Public Broadcasting Authority, an independent instrumentality of the State of New Jersey allocated in, but not of, the Department of the Treasury of the State of New Jersey ("NJPBA"), and Public Media NJ, Inc., a New Jersey not-for-profit corporation ("PMNJ") (and, together with NJPBA, the "Parties").

PREAMBLES

WHEREAS, NJPBA and PMNJ are entering into this Agreement under the authority of and subject in all respects to all applicable provisions of the New Jersey Public Broadcasting System Transfer Act (L. 2010, c. 104) (the "Transfer Act").

WHEREAS, NJPBA currently operates and holds the operating assets and the FCC Licenses for certain non-commercial educational television broadcast stations ("NCETV") and will continue to hold the operating assets and the Federal Communication Commission ("FCC") licenses for the stations in accordance with the terms of the Transfer Act.

WHEREAS, in the Transfer Act, the State of New Jersey concluded that, while the State's public broadcasting system has served the State by building a broadcast network that assists in meeting the information and entertainment needs of New Jersey citizens, the current fiscal crisis confronting the State, and the inherent difficulties in operating an essentially creative, artistic, cultural, educational and public affairs entity under the control of a State authority necessitated a thorough re-examination of the State's role in public broadcasting.

WHEREAS, the Transfer Act contemplated a legal structure by which all or part of the responsibility for operation of the State's public broadcasting system could be delegated by contract.

WHEREAS, NJPBA desires to enter into this Agreement, in part, to secure a source of high-quality, non-commercial television programming for the stations, including New Jersey-centric television programming specifically designed to meet the needs of all the citizens of New Jersey in all regions of the State of New Jersey.

WHEREAS, PMNJ desires to provide certain operational, fundraising and back-office services and high-quality, non-commercial television programming, including New Jersey-centric programming specifically designed to meet the needs of the citizens of New Jersey, on terms and conditions that conform to policies of the Transfer Act, NJPBA and PMNJ, the Communications Act of 1934, as amended (the "Communications Act"), and the rules, regulations and policies of the FCC (collectively, the "FCC Rules").

WHEREAS, in response to the *State of New Jersey's Request for Proposals for Operation of the New Jersey Network (NJN) Television Broadcast Network*, on March 11, 2011, WNET.ORG ("WNET") submitted a proposal on behalf of PMNJ, a New Jersey not-for-profit corporation to be formed. PMNJ has since been established, with WLIW, L.L.C. ("WLIW"), as its sole member; the sole member of WLIW is WNET.

WHEREAS, NJPBA is the owner and FCC licensee of the following television broadcast stations:

<u>Station</u>	<u>Community of License</u>
WNJT(TV)	Trenton, NJ
WNJB(TV)	New Brunswick, NJ
WNJN(TV)	Montclair, NJ
WNJX(TV)	Camden, NJ
W36AZ	Sussex, NJ
W49BE	Hackettstown, NJ
W43CH	Belvidere, NJ

together with any and all other subsequent channels, whether primary, secondary, or multicast, digital or analog, stations (collectively, the "Stations").

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants, promises and agreements hereinafter set forth, the mutual benefits to be gained by the performance of such covenants, promises and agreements, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the Parties hereto agree as follows:

ARTICLE I **PROGRAMMING**

1.1 **Broadcast of Programming.** Effective as of 12:01 a.m. (New Jersey time) on July 1, 2011 (the "Commencement Date"), subject to the terms and conditions of this Agreement, NJPBA shall broadcast the programming provided by PMNJ, as described in greater detail in Schedule 1.1, including New Jersey-centric news and information programming (the "Programming"), on the Stations. The Programming is subject to change from time to time on notice from PMNJ to NJPBA; provided that, prior to any material modification of the Programming, PMNJ shall consult with NJPBA, and, to the extent NJPBA objects to any such material modification, the Parties shall negotiate in good faith over such modification to the Programming or any appropriate modification to this Agreement to reflect such modification.

1.2 **Delivery of Programming.** PMNJ shall deliver the Programming via microwave signal, fiber feed or otherwise, as agreed by NJPBA and PMNJ, to the NJPBA microwave "hub" site (the "NJPBA Hub") located in Lawrenceville, New Jersey, at PMNJ's cost and expense.

1.3 **Distribution Rights; MVPD/Cable Carriage; Auxiliary Transmissions; Terms and Conditions Regarding Use of the Programming.**

(a) **Distribution Rights.** Subject to the terms of this Agreement, NJPBA shall have the right to broadcast the Programming on the Stations and NJPBA shall cause the Stations to broadcast the Programming as provided by PMNJ, in its entirety, in the order and at the time transmitted or specified by PMNJ, without any intentional or willful editing, delays, alterations, interruptions, deletions, or additions, excepting: (i) news bulletins and other public announcements as may be required by emergencies or applicable law, or (ii) as provided in

Article II. In no event shall NJPBA transmit, or authorize the transmission of, the Programming via any other medium, technical platform, delivery system, distribution form, or methodology now known or hereafter devised other than the Stations, including cable television, direct broadcast satellite, SMATV systems or facilities or other multichannel video programming distributors, any Internet protocol delivery system, video or audio streaming, interactive television or wireless platform in any area except as authorized by PMNJ. PMNJ retains, and reserves to itself, all distribution rights with respect to the Programming not expressly granted to NJPBA under this Agreement.

(b) MVPD/Cable Carriage. PMNJ shall administer the Stations' relationships and agreements with any multichannel video programming distributors, including but not limited to cable systems, SMATV, open video systems and DBS systems (collectively, "MVPDs"), and shall retain any revenues that result from all such relationships and arrangements for use in the development, production, and distribution of the Programming and the performance of the Services (as defined in Article III), as provided in this Agreement. Notwithstanding anything to the contrary, NJPBA shall take all steps necessary to timely inform all MVPDs that the Stations intend to exercise their mandatory carriage rights for their primary digital channels, and shall cooperate with PMNJ with respect to requests for carriage of the Stations' multicast channels on MVPD platforms or otherwise.

(c) Auxiliary and Supplementary Services. PMNJ shall have the exclusive right to enter agreements with third parties for the provision of any auxiliary and supplementary services to be delivered by the Stations, which NJPBA shall cause the Stations to deliver, including data transmission or other ancillary or supplementary services, and PMNJ shall, subject to the last sentence of this Section 1.3(c), retain any revenues that result from such arrangements for use in the development, production, and distribution of the Programming and the performance of the Services (as defined in Article III), as provided in this Agreement. PMNJ shall reimburse on a monthly basis NJPBA for all reasonable costs and expenses (including increased utility, operating or maintenance costs) specifically associated with NJPBA's obligations under this Section 1.3(c).

ARTICLE II

OPERATING STANDARDS AND PROGRAMMING PRACTICES

2.1 Operating Standards.

(a) Reservation of Rights. Notwithstanding anything to the contrary in this Agreement, as long as NJPBA remains the FCC licensee for the Stations, it will have full authority, power and control over the operation of the Stations and over all persons working at the Stations during the Term. As required by law, nothing contained herein shall prevent or hinder NJPBA from: (i) rejecting or refusing any Programming that NJPBA reasonably and in good faith believes to be unsatisfactory or unsuitable or contrary to the public interest; or (ii) substituting a program that, in NJPBA's reasonable and good faith opinion, is of greater local or national importance; provided, however, that in each such case NJPBA shall comply with the provisions of this Article II. NJPBA covenants that preemptions of Programming shall occur only to the extent that NJPBA deems it necessary to serve the public interest and to carry out its obligations as an FCC licensee, and expressly agrees that its right of preemption shall not be

exercised in an arbitrary manner. NJPBA confirms that no Programming shall be deemed to be unsatisfactory, unsuitable, or contrary to the public interest based on programming performance, underwriter reactions, or the availability of alternative programming that NJPBA believes to be more financially desirable. If NJPBA, for any reason, proposes to preempt or otherwise not broadcast any Programming provided by PMNJ, to the extent reasonably feasible, NJPBA shall provide sufficient advance notice to PMNJ of the name, length, and date and time of scheduled broadcast of the Programming to be refused or rejected, and the reasons therefore, and PMNJ reserves the right to provide substitute Programming for broadcast on the Stations. PMNJ may request that NJPBA broadcast any preempted Programming in an alternate time period normally occupied by other Programming.

(b) **Modification of the Programming.** Except as provided in this Article II or otherwise required by law, NJPBA shall not insert, superimpose, or add any crawls, split screens, graphics, logos, trademarks, call letters, insignia, voice-overs, MPEG data, or other material over any portion of the Programming, or degrade, edit, compress, speed up, squeeze down, delay, cherry pick, delete, clip or otherwise alter the duration, length, size, appearance, or aspect ratio of the Programming, without the prior consent of PMNJ in each instance.

2.2 **Station Identification and Other Required Announcements.** During the Term, PMNJ shall include station identification announcements within the Programming that comply with Sections 73.1201 and 74.738 of the FCC Rules while the Stations are on the air and shall identify NJPBA as the licensee of the Stations in such station identification announcements. Upon prior request from NJPBA, PMNJ shall include within the Programming other announcements regarding the Stations as required from time to time by the FCC.

2.3 **Emergency Alert System.** During the Term, PMNJ shall include any required Emergency Alert System information to be broadcast by the Stations within the Programming.

2.4 **Program Funding.** The Parties agree and understand that PMNJ's efforts to develop and schedule the Programming and provide the Services (as defined in Article III) pursuant to this Agreement shall be subject to the financial revenue generated through Station-related grants and PMNJ's fundraising efforts contemplated in this Agreement. PMNJ's obligations with regard to the production of PMNJ Programming are set forth on Schedule 1.1, which is hereby incorporated by reference. In no instance shall any of PMNJ's related or affiliated entities, including, but not limited to WNET.ORG, have any obligation to provide any funding or financial support to PMNJ or the Stations or to incur any debt pursuant to this Agreement.

2.5 **Compliance with Laws.** At all times during the Term of this Agreement, the Parties shall comply in all material respects with all applicable federal, state and local laws, rules and regulations. Without limiting the foregoing, NJPBA shall be responsible for broadcasting programming that complies with and satisfies the requirements of the FCC Rules regarding locally-originated programming and programming addressing community issues. NJPBA and PMNJ shall consult with respect to the Programming and to determine the needs and interests of the community with regard to issue-oriented programming, including the New Jersey-centric nature of the Programming. NJPBA shall maintain all necessary FCC licenses in good standing from the date hereof and throughout the Term. PMNJ acknowledges that PMNJ shall provide services hereunder as a contractor to an agency and instrumentality of the State of New Jersey. In providing services hereunder, PMNJ shall comply with all applicable provisions of federal law and New Jersey law and regulations, including without limitation, the New Jersey Public Broadcasting Authority Act of 1968 (L. 1968, c. 405), as amended by the Transfer Act, and, as indicated in Schedule 2.5, the Standard Terms and Conditions for contractors of the State of New Jersey for the New Jersey Public Broadcasting System, New Jersey Network, in each case, as amended or supplemented from time to time.

ARTICLE III **PMNJ SERVICES**

PMNJ will provide certain operational, fundraising and back-office services (the “Services”) as follows:

3.1 **Grants.** NJPBA shall cooperate with PMNJ in applying for grants, awards, contributions, donations, bequests, devises, legacies or other property or monies (hereinafter collectively referred to as “Grants,” regardless of nomenclature), for the use or benefit of the Stations and the production and acquisition of programming, including PMNJ Programming, including, but not limited to, Corporation for Public Broadcasting (“CPB”) Grants, Public Telecommunications Facilities Program (“PTFP”) Grants, and any other Grants applied for or received in the name of NJPBA and intended for the use and benefit of the Stations and for the development of Programming, provided that: (i) PMNJ drafts for NJPBA’s review and approval all applications or other documentation required by such Grants; and (ii) PMNJ agrees to the terms and conditions of, and serves as fiscal agent for, such Grants. PMNJ or its agent shall be entitled to a customary three percent (3%) administrative fee calculated based on the gross amount of each such Grant for which it serves as NJPBA’s fiscal agent. Schedule 3.1 sets forth certain reporting requirements with respect to the Grants and other matters and is hereby incorporated by reference.

3.2 **Fundraising.** PMNJ shall conduct fundraising activities for the benefit of the Stations and the production and acquisition of programming, including but not limited to membership drives and program underwriting, in such manner as to seek to raise sufficient funds for PMNJ to produce its Programming and to fulfill the Services provided for in this Agreement in continuing consultation with NJPBA staff. PMNJ shall conduct all fundraising so as to comply with the rules and policies of the FCC applicable to noncommercial educational broadcast stations, including (with specificity) Section 73.621(d) of the FCC rules, and with IRS requirements for documentation of charitable contributions. Schedule 3.1 sets forth certain reporting requirements with respect to the fundraising.

(a) All amounts contributed in response to on-air solicitations or fundraising drives on any one or more of the Stations shall be accounted for by PMNJ, reported to NJPBA and provided by NJPBA to PMNJ (or, alternatively, retained by PMNJ) for use solely to fund the performance of the Services, the operations of the Stations, and the production and acquisition of the Programming for the Stations.

(b) All funds received with donor restrictions on use, and all grants with conditions or restrictions, shall be separately accounted for and expended solely for purposes consistent with the applicable donor restriction.

3.3 **Viewer Services.** PMNJ shall receive, and use reasonable efforts to respond to, any and all mail, e-mail, facsimiles, cables, or telephone calls received by the Stations in connection with the Programming or the Stations. PMNJ shall promptly advise NJPBA of any FCC complaint or inquiry made known to PMNJ concerning the Programming or the Stations and shall provide copies to NJPBA of any such FCC complaints in PMNJ's possession. PMNJ shall cooperate with NJPBA in responding to any and all inquiries or communications received from the FCC.

3.4 **Website Creation and Maintenance.** During the Term of this Agreement, PMNJ shall develop, maintain, and operate an Internet website (the "Website"), using financial resources as provided or obtained pursuant to this Agreement, and PMNJ shall have the right, but shall not be obligated, to develop, maintain, and operate other digital presences (e.g., a Facebook page, a LinkedIn group, a Twitter account, a mobile website, an app, etc.), for any and all media platforms and distribution technology(ies), whether now known or hereafter developed ("Other Digital Presence(s)"), associated with the Programming and/or the Stations during the Term of this Agreement. NJPBA grants to PMNJ a license during the Term of this Agreement on a royalty-free basis to use any of the content or material owned by or licensed to NJPBA on the Website and/or applicable Other Digital Presence(s). PMNJ may, but shall not be obligated to, stream the Programming in full or in part via the Website and/or applicable Other Digital Presence(s). PMNJ shall be entitled to retain all revenue derived from the Website and any Other Digital Presence(s) PMNJ creates, including, without limitation, all revenue derived from the transmission of Programming thereby. To the extent that any Programming to be streamed via the Website and/or made available via any Other Digital Presence(s) is NJPBA Programming (as defined on Schedule 1.1), NJPBA shall grant to PMNJ all necessary rights and authorizations to stream the NJPBA Programming via the Website and make it available via any Other Digital Presence(s) at no cost, but only to the extent that NJPBA then-possesses the right to authorize the streaming or other use of such NJPBA Programming at no cost.

3.5 **Online Educational Initiative.** Contingent upon obtaining the necessary funding from third party sources as set forth on Schedule 1.1, potentially including the New Jersey Department of Education or other New Jersey foundations, PMNJ will adapt the Video in Teaching and Learning Service ("VITAL"), developed by WNET.ORG, for use by New Jersey teachers and students. VITAL is a free, on-line library of more than 5,000 learning assets (video and audio clips, interactives, lesson plans, worksheets, etc.) originally developed and aligned with New York State's Learning Standards across all K-12 core curriculum and grade levels. PMNJ shall develop a similar service designed for New Jersey educational standards, creating a database of learning resources encompassing a range of core curricula - English language arts, math,

science and social studies - targeted to New Jersey students in Grades K-12. VITAL is concurrently adapting all of its content to support Common Core State Standards, which have been recently adopted by both New Jersey and New York.

3.6 **Donor Lists.** NJPBA has provided PMNJ copies of all membership and underwriting records ("Donor Lists") consistent with CPB requirements. During the Term of this Agreement, PMNJ shall use the Donor Lists in accordance with CPB requirements to conduct fundraising activities for the benefit of the Stations and the production of the Programming. PMNJ shall return the Donor Lists to the NJPBA within ten (10) business days of the expiration of the Term or the earlier termination of this Agreement.

3.7 **Assistance with Regulatory Submissions.** PMNJ shall provide NJPBA with assistance in the preparation and filing of all periodic reports to governmental and regulatory agencies, including reports required to be prepared or filed pursuant to the rules and regulations of the FCC or CPB, with PMNJ providing the first draft of all such reports for NJPBA's review. For purposes of clarity, NJPBA shall have sole responsibility for the maintenance of the Stations' public inspection file(s) as required by Section 73.3527 of the FCC Rules, provided that PMNJ shall assist with the maintenance of such file(s) and shall provide to NJPBA all items in PMNJ's possession that belong in such file(s). It is the Parties' intention that duplicate public inspection file(s) shall be maintained by each Party.

3.8 **Standards of Conduct and Accessibility of PMNJ Records.**

(a) Except as otherwise provided herein, PMNJ shall perform the Services on behalf of NJPBA and the Stations in a commercially reasonable manner, and consistent with the standards of care as are customary in the NCETV industry and, to the extent not inconsistent therewith, with the standard of care employed by PMNJ or its affiliates in the business and operations of the NCETV stations owned or programmed by PMNJ or its affiliates. PMNJ shall maintain records with respect to the Services, including Grants and fundraising, and the Programming, as are customary in the NCETV industry. Schedule 3.1 sets forth certain reporting requirements with respect to the Services, including Grants and fundraising, and the Programming, which are hereby incorporated by reference, and PMNJ hereby agrees to prepare and deliver such reports to NJPBA. NJPBA and its accountants, attorneys and agents shall, upon reasonable notice, have full right of access to books and records related to the Services and Programming at reasonable times during the term of this Agreement for any other purpose that NJPBA, in its reasonable discretion, shall deem necessary or advisable. A designated senior level executive of PMNJ shall be available, at reasonable times, to NJPBA or any of its agents or representatives, provided that such requests are not disruptive of the operations of PMNJ.

(b) At the request of NJPBA, PMNJ shall, and shall cause its affiliates WLIW and WNET to, permit a certified public accountant or a person possessing similar professional status or associated with a national independent accounting firm or another accounting firm reasonably acceptable to the both parties, to examine those books and records which are directly pertinent to the provisions of this Agreement during regular business hours and upon reasonable notice. All such examinations may not (i) be conducted for any period more than three (3) years after the end of such period, or (ii) be conducted more than twice in any consecutive twelve (12) month period. The cost of such audit(s) shall be borne by NJPBA, unless the audit reveals a

material violation of the terms of this Agreement, in which case PMNJ shall bear, or reimburse NJPBA for, the cost of the audit relating to such material violation. This Section 3.8 shall survive the termination or expiration of the Term of this Agreement for a period of eighteen (18) months following the effective date of expiration of the Term or termination of this Agreement.

ARTICLE IV

RESPONSIBILITY FOR EXPENSES

4.1 **PMNJ's Expenses.** PMNJ shall be responsible for the costs associated with the production, development, promotion, and delivery of the Programming as provided in this Agreement and for the costs it incurs through the provision of the Services contemplated herein, such expenses to be offset in whole or in part by revenue derived from Grants, fundraising, and other Services provided by PMNJ under this Agreement. PMNJ's obligations with regard to the production of PMNJ Programming are set forth on Schedule 1.1, which is hereby incorporated by reference. Recognizing that PMNJ may engage other parties to assist in the provision of Programming or Services under this Agreement, the Parties agree that any agreement or arrangement between PMNJ and a third party, related party, or affiliate, including, without limitation WNET, WLIW, and their affiliates, with respect to the Services, the Programming or allocations based on overhead, shall be on no less than commercially reasonable terms.

4.2 **NJPBA's Expenses.** NJPBA shall be exclusively responsible for all costs associated with the operation and the maintenance of the technical and main studio facilities of the Stations, for fulfilling its FCC licensing requirements, and otherwise required to adhere to its obligations and duties under this Agreement.

ARTICLE V

OPERATION OF THE STATIONS

5.1 **Control of the Stations.** Notwithstanding any provision of this Agreement to the contrary, NJPBA shall retain full control over the operation of the Stations, including, but not limited to, management, programming, finances, editorial policies, personnel, facilities, and compliance with the Communications Act, FCC Rules and all other applicable federal, state, or local laws in effect from time to time, including, without limitation, the right to accept or reject any Programming provided by PMNJ in accordance with the provisions of Section 2.1 and the FCC Rules. Nothing contained herein shall give PMNJ any right to control the management, programming, finances, editorial policies, NJPBA personnel, Station facilities, or any other matter relating to the Stations, except as otherwise provided in Section 1.1, Section 1.3, and Article III of this Agreement. The arrangements for services contemplated herein do not constitute a partnership, joint venture, or agency relationship among the Parties or the Stations.

5.2 **Challenge to Agreement.** If this Agreement is challenged in whole or in part by or before the FCC or in another administrative or judicial forum, the Parties shall jointly defend the Agreement and their respective performance hereunder throughout all such proceedings. In the event that any provision of this Agreement or the application thereof to any person, entity, or circumstances shall be deemed invalid or unenforceable to any extent, by any court, administrative agency, or similar governmental authority, the remainder of this Agreement and the application of such provision to other persons, entities or circumstances shall not be affected

thereby and shall be enforced to the greatest extent permitted by law, provided that, if such invalidity or unenforceability should change the basic economic positions of the Parties, the Parties shall negotiate in good faith such changes and other terms as shall be practicable in order to restore them to their prior positions while still ensuring compliance with the court order or decision, rule, regulation or policy interpretation, application, alteration or modification. In the event that the court, administrative agency, or other similar governmental authority does not approve any such reformed or revised version of this Agreement, or approves such reformed or revised version with conditions that have, or would reasonably be expected to have, a material adverse effect on NJPBA or PMNJ (or any of their respective affiliates), or in the event the Parties are unable to reach an agreement as to how to reform the Agreement, such failure to agree or obtain approval shall not be deemed an event of default by either party hereunder.

ARTICLE VI

REPRESENTATIONS, WARRANTIES AND COVENANTS.

6.1 Representations and Warranties.

(a) NJPBA Representations and Warranties. NJPBA represents and warrants to PMNJ that:

(1) NJPBA is an independent instrumentality of the State of New Jersey allocated to but not of the Department of the Treasury of the State of New Jersey and has full power and authority to conduct its business as currently conducted and to enter into and perform this Agreement.

(2) NJPBA has all requisite power and authority under its organizational documents and enabling statutes to execute and deliver this Agreement and the documents contemplated hereby, and to perform and comply with all of the terms, covenants, and conditions to be performed and complied with by NJPBA, hereunder and thereunder. The execution, delivery, and performance of this Agreement by NJPBA have been duly authorized by all necessary action on the part of NJPBA and pursuant to the Transfer Act. This Agreement has been duly executed and delivered by NJPBA and constitutes the legal, valid, and binding obligation of NJPBA, enforceable against NJPBA in accordance with its terms except as the enforceability of this Agreement may be affected by bankruptcy, insolvency, or similar legal requirements affecting creditors' rights generally, by judicial discretion in the enforcement of equitable remedies.

(3) NJPBA holds all licenses, permits and other authorizations required by the FCC or any other governmental agency for the lawful operation of the Stations in the manner and to the extent the Stations are currently conducted in all material respects, and all material licenses, permits and other authorizations are valid and are in full force and effect in all material respects, and none of such material licenses, permits and other authorizations are subject to any restriction or condition that would limit the operations of the Stations as currently conducted except for restrictions or conditions stated on the licenses or generally applicable to the broadcast industry. There is not now pending, or to the best of NJPBA's knowledge, threatened in writing, any action by or before the FCC or any other governmental agency to revoke, cancel, suspend, refuse to renew, or modify adversely any of those material licenses,

permits and other authorizations. NJPBA is, and the operations of the Stations are, in compliance in all material respects with all applicable provisions of the Communications Act of 1934, as amended, and the rules, regulations and policies of the FCC.

(b) PMNJ Representations and Warranties. PMNJ represents and warrants to NJPBA that:

(1) PMNJ is a not-for-profit corporation duly formed, validly existing, and in good standing under the laws of the State of New Jersey; is preparing and will promptly file and pursue with the Internal Revenue Service an IRS Form 1023 Application to obtain status as a 501(c)(3) organization; and has full corporate power and authority to conduct its business and to enter into and perform this Agreement.

(2) PMNJ has all requisite power and authority under its organizational documents to execute and deliver this Agreement and the documents contemplated hereby, and to perform and comply with all of the terms, covenants, and conditions to be performed and complied with by PMNJ hereunder and thereunder. The execution, delivery, and performance of this Agreement by PMNJ have been duly authorized by all necessary action on the part of PMNJ. This Agreement has been duly executed and delivered by PMNJ and constitutes the legal, valid, and binding obligation of PMNJ, enforceable against PMNJ in accordance with its terms, except as the enforceability of this Agreement may be affected by bankruptcy, insolvency, or similar legal requirements affecting creditors' rights generally and by judicial discretion in the enforcement of equitable remedies.

(3) There exists no event or circumstance within the control of PMNJ or to the knowledge of PMNJ which precludes or prohibits PMNJ from performing its obligations under this Agreement.

(4) No consent, approval, order, or authorization of, or registration, qualification, designation, declaration, or filing with, any governmental authority on the part of PMNJ is required in connection with the execution, delivery, and performance of this Agreement.

(5) A majority of PMNJ's governing board are residents of the State of New Jersey. WLIW is the sole member of PMNJ. WNET is the sole member of WLIW.

6.2 **NJPBA Covenants.** NJPBA covenants and agrees that:

(a) The Stations shall be operated, during the Term, in compliance in all material respects with the FCC Rules and with all material local, state and federal laws governing the businesses and operations of the Stations. NJPBA shall maintain and staff a main studio for the Stations as required by the FCC Rules. NJPBA shall, at its expense, have available one or more qualified engineer(s) who shall be responsible for supervising the transmission facilities of the Stations, one of whom shall be designated as a Chief Operator, as that term is defined by the FCC Rules, who shall be responsible for ensuring compliance in all material respects by the Stations with the technical operating and reporting requirements established by the FCC.

(b) NJPBA shall, at its expense, maintain in all material respect the Stations' transmission equipment and facilities, including the NJPBA Hub and the antennas, transmitters, and transmission lines, and all necessary auxiliary facilities, and provide for the delivery of electrical power and other necessary utility services to the Stations transmitting facilities at all times in order to ensure operations of the Stations. NJPBA shall use commercially reasonable efforts to provide at least forty-eight (48) hours prior notice to PMNJ in advance of any maintenance work affecting the operations of the Stations, and to schedule any such maintenance work at times between the hours of 12 a.m. to 6:00 a.m. (New Jersey time). NJPBA shall undertake such repairs as are necessary to maintain full-time operation of the Stations with their maximum authorized facilities as expeditiously as possible following the occurrence of loss or damage. If PMNJ needs to obtain use of a studio transmitter link or similar FCC authorization to facilitate PMNJ's delivery of the Programming to the NJPBA Hub or otherwise to facilitate the performance of its obligations under this Agreement, NJPBA will cooperate reasonably with PMNJ to file any required applications for such authority at PMNJ's sole cost and expense.

(c) Subject to the terms of Article II, NJPBA shall carry, air, and otherwise distribute the Programming in accordance with and subject to the terms and conditions set forth in this Agreement and shall maintain the Stations' Licenses in full force and effect to the extent necessary to permit the broadcast of the Programming on the Stations.

(d) NJPBA shall not, without PMNJ's consent, knowingly authorize or cause or knowingly permit any portion of the Programming to be recorded, duplicated, cablecast, exhibited or otherwise used for any purpose other than for broadcast on the Stations at the time the same is made available as provided in Article I.

(e) NJPBA shall not, without PMNJ's prior written approval, use for commercial purposes, the names, titles, or logos of any of PMNJ's programs, or the names, voices, photographs, likenesses or biographies of any individual participant or performer in, or contributor to, any program or any variations thereof, except if such use is for or in connection with the promotion of the Stations.

(f) NJPBA shall use commercially reasonable efforts to transfer to PMNJ, within seven (7) business days of receipt, any amounts received from: (i) all Grants associated with the Stations, including CPB and PTFP Grants; (ii) any agreement with an MVPD related to any of the Stations, including, but not limited to, the agreement with the Food Network regarding cable channel placement on certain cable systems; (iii) all revenue generated through the lease of space on the Stations' broadcast towers; and (iv) all net revenue generated through the lease of excess spectrum of the educational broadband service authorizations held by NJPBA or any affiliated successor or assign.

(g) NJPBA will cause to be issued to PMNJ, and will maintain in effect throughout the Term of this Agreement, a certificate of property insurance covering full replacement of loss or damage due to casualty to the facilities and properties of the Stations in the amount of not less than Fifty Million Dollars (\$50,000,000) per occurrence.

(h) NJPBA retains and shall have sole responsibility for any obligations, claims, causes of action, or liabilities resulting from the scheduling for broadcast by PMNJ, and

the broadcast by NJPBA as contemplated in Section 1.3(a) of this Agreement, of any Evergreen NJPBA Programming (as defined on Schedule 6.2(h)), including, but not limited to, the extent that such actions violate or infringe: (i) any right, whether intellectual property or otherwise, of any third party, or (ii) any applicable law, rule or regulation. NJPBA shall cause its media liability insurance policy, as it relates to NJPBA Programming, including, but not limited to, Evergreen NJPBA Programming, to be modified to include PMNJ, WLIW, and WNET as additional insureds and shall maintain such insurance coverage at materially the same levels throughout the Term of this Agreement.

(i) NJPBA retains and shall have sole responsibility for any obligations, claims, causes of action, or liabilities alleged by or resulting from: (i) any employee or former employee of NJPBA ("NJPBA Employee"), or (ii) any labor or trade union, or the successors or assigns of any of them, relating to or arising out of, in either case, the employment and/or termination of any NJPBA Employee, including without limitation, matters with respect to (A) salaries and wages; (B) benefits, if any, including, but not limited to, vacation and other accruals, health and retirement benefits, all contributions and assessments payable to any and all benefits funds pursuant to a collective bargaining agreement and any trust or other plan documents to which NJPBA is a signatory or otherwise bound; (C) benefit continuation and/or severance payments payable as a result of any termination of employment of any NJPBA Employee; (D) any and all grievances of any kind or nature that are pending or hereafter are filed by any labor organization which represents any NJPBA Employee under any applicable collective bargaining agreement or any other contract or at law; and (E) notices, payments, fines or assessments due to any federal, state or local governmental body pursuant to any applicable law, rule or regulation with respect to the employment, discharge, or layoff of any NJPBA Employee, including, but not limited to, such liability as arises under the Worker Adjustment and Retraining Notification Act, COBRA, and any rules or regulations as have been issued in connection with any of the foregoing. Neither PMNJ, nor its affiliates WLIW and WNET, shall incur any costs or expenses, including any attorneys' fees, from any such obligations, claims, causes of action, or liabilities. In the event that any action or claim is brought in any forum against PMNJ, WLIW, or WNET, or any employee or officer thereof (individually or collectively, "PMNJ Entities") by any NJPBA Employee or by any labor or trade union, or the successors or assigns of any of them, arising or relating to a matter occurring before the Commencement Date, or arising out of a decision by PMNJ not to interview or hire any individual NJPBA Employee in accordance with the provisions of Section 11.16 of this Agreement, or if any of the PMNJ Entities is impleaded into any action concerning any labor agreement to which agreement the State of New Jersey or NJPBA is a party, NJPBA shall pay the reasonable attorneys' fees and costs of litigation incurred by the PMNJ Entities in defense of the action or claim. In defense of any such action or claim, PMNJ shall have the right to engage counsel of its choice and its selection of a nationally recognized law firm with an expertise in labor and employment law issues, and the normal billing rates charged by such counsel, shall presumptively be considered reasonable hereunder. PMNJ shall promptly give NJPBA written notice of any claim or action covered hereunder for which it is seeking reasonable attorney fees and costs of litigation, and of PMNJ's selection of counsel and the fees it has agreed to. NJPBA shall only pay the reasonable attorney fees and costs of litigation upon presentation of itemized billing statements showing the type of work performed, and the hours and rates charged. In the event PMNJ prevails in whole or in part in any action to enforce this covenant against NJPBA, it shall be entitled to an award of its reasonable attorneys' fees incurred in connection with any claim on which it has prevailed.

(j) NJPBA retains and shall have sole responsibility for any obligations, claims, causes of action, or liabilities resulting from the ownership or operation of the Stations prior to the Commencement Date.

6.3 **PMNJ Covenants.** PMNJ covenants and agrees that:

(a) Subject to applicable FCC Rules and the approval, oversight, review, supervision, and ultimate control of NJPBA, PMNJ shall provide the Programming and perform or cause to be performed all tasks necessary or appropriate in connection with the Services to be provided pursuant to this Agreement in a commercially reasonable manner, and consistent with the same standard of care as adhered to by PMNJ's affiliates, WLIW and WNET, in the operation of the NCETV stations licensed to them.

(b) PMNJ will maintain insurance coverage substantially similar to the types and in the amounts provided in Section 3.2 of the Standard Terms and Conditions attached to Schedule 2.5, with a deductible of no more than \$25,000. Such insurance coverage will name NJPBA as an additional insured and will contain a provision that such insurance coverage shall not be cancellable for any reason except after 60 days written notice to the Treasurer of the State of New Jersey. PMNJ shall use commercially reasonable efforts to collect the proceeds of any insurance.

ARTICLE VII **INDEMNIFICATION**

7.1 **Recourse For Claims Made By PMNJ.** The parties acknowledge and agree that any claim by PMNJ against NJPBA related to this Agreement or the transactions contemplated hereby shall be governed by the New Jersey Contractual Liabilities Act (L. 1974, c. 45, N.J.S.A. 59:13-1 *et seq.*) and the New Jersey Tort Claims Act (L. 1972, c. 45, N.J.S.A. 59:1-1 *et seq.*).

7.2 **Indemnification of NJPBA by PMNJ.** PMNJ shall indemnify and hold harmless NJPBA and all of its officers, directors, employees, and agents from and against any and all liabilities resulting from or related to: (i) any material misrepresentation or material breach by PMNJ of any of its rights or obligations under any provision of this Agreement, (ii) the broadcast of any PMNJ Programming or Third-Party Programming (as defined in Schedule 1.1), and (iii) to the extent related to PMNJ's gross negligence or willful misconduct, any other matter arising out of or related to PMNJ's obligations under this Agreement.

7.3 **Indemnification Procedures.** A notice with respect to any claim for indemnification shall be given by NJPBA to PMNJ within thirty (30) days after the discovery by NJPBA of such claim, which notice shall set forth the facts relating to such claim then known to NJPBA. With respect to any third party claim, NJPBA shall control such claim, and NJPBA may settle or compromise any claim with the consent of PMNJ, which consent shall not be unreasonably withheld, and so long as such settlement or compromise includes, as an unconditional term thereof, the giving by the claimant of a release of PMNJ and its affiliates from all liability with respect to each such claim.

ARTICLE VIII
INTELLECTUAL PROPERTY

8.1 **PMNJ Intellectual Property.** The Parties agree that all rights, title, and interest in and to any original content, material, or matter created, prepared, or provided by PMNJ pursuant to this Agreement, including, but not limited to the PMNJ Programming and the Website, its and their content, films and recordings thereof, title or titles, names, trademarks, logos, concepts, stories, plots, incidents, ideas, formulas, formats, general content, and any other literary, musical, artistic, or other creative material included therein, and the right to authorize the use of the PMNJ Programming, in any manner and in any media whatsoever (whether now known or hereinafter devised), or other similar rights (collectively, "**PMNJ IP**"), shall be and remain vested at all times solely in PMNJ, and PMNJ shall have full rights to utilize all or any portion of the PMNJ IP in any manner and for any purpose PMNJ deems appropriate. Following the expiration or earlier termination of this Agreement, PMNJ and NJPBA shall negotiate in good faith to provide NJPBA with the nonexclusive rights to utilize the PMNJ Programming in connection with the operation of the Stations and the Website as defined in Section 3.4 of this Agreement in a manner consistent with PMNJ's prior use thereof.

8.2 **NJPBA Intellectual Property and Grant of Rights to PMNJ.**

(a) Subject to the terms of this Agreement, NJPBA grants PMNJ a non-exclusive, royalty-free right to use the NJPBA Programming library, in part or in whole, including, but not limited to, the Evergreen NJPBA Programming, for the purposes of fulfilling PMNJ's obligations under this Agreement and for promotional and publicity purposes in any manner or medium related to such use of the NJPBA Programming. PMNJ agrees that, as between the parties, NJPBA owns the rights to the NJPBA Programming and PMNJ will have no rights to the NJPBA Programming other than the rights specifically granted in this Agreement. NJPBA will have no claim to any work of authorship incorporating excerpts from the NJPBA Programming, but retains all rights it may have in the NJPBA Programming. Notwithstanding anything herein to the contrary, NJPBA reserves all of its rights in and to the NJPBA Programming.

(b) To the extent that PMNJ desires to make use of NJPBA Programming in the NJPBA Programming library that is not Evergreen NJPBA Programming, PMNJ, whether itself or through an affiliate or third party, may use financial resources as provided or obtained pursuant to this Agreement to obtain any clearances, releases, consents or authorizations from, or pay any applicable fee to, any individuals who appear in that NJPBA Programming, any applicable guilds or music performance rights societies, or any other clearances, releases, consents or authorizations that may be necessary for the use of the NJPBA Programming (or excerpts thereof) in accordance with this Agreement.

ARTICLE IX

DEFAULT

9.1 **Events of Default.** The following, after the expiration of the applicable cure periods specified below, if applicable, shall constitute Events of Default under this Agreement:

(a) **Default in Covenants.** PMNJ's or NJPBA's material default in the observance or performance of any covenant, condition, or agreement contained herein; or

(b) **Breach of Representation or Warranty.** PMNJ's or NJPBA's material breach of any representation or warranty made by it herein.

9.2 **Cure Periods.** Unless provided otherwise in this Agreement, an Event of Default shall not be deemed to have occurred until 30 days after the non-defaulting party has provided the defaulting party with written notice specifying the event or events that if not cured would constitute an Event of Default, and such event has not been cured within such time period.

ARTICLE X

TERMINATION

10.1 **Termination by Either Party.** This Agreement shall terminate: (i) by mutual written consent of the Parties; (ii) at the option of either Party in the event of an Event of Default committed by the other Party (provided that the terminating Party is not then in breach), which breach is not cured within 30 days of written notice thereof to the breaching Party; and (iii) automatically in the event that NJPBA (or any successor affiliated New Jersey entity) is no longer the FCC Licensee of any of the Stations.

10.2 **Partial Termination.** In the event that NJPBA sells, surrenders, or otherwise divests one or more of the Stations or any portion of the spectrum assigned to one or more of the Stations during the Term of this Agreement, subject to Section 10.1, this Agreement shall terminate with respect to such Station or portion of the spectrum assigned to that Station.

10.3 **Termination Due To Adverse Economic Change.** An Adverse Economic Change shall be deemed to occur if the funding available to PMNJ for the provision of the Services and the Programming provided in this Agreement shall fall, notwithstanding good faith, commercially reasonable efforts of the Parties to maintain or increase it, below the levels set forth on Schedule 10.3. In the event of an Adverse Economic Change, PMNJ shall be permitted to terminate this Agreement upon one hundred and eighty (180) days' prior written notice.

10.4 **Termination Due to Lack of Funding.** NJPBA shall have the sole right to terminate this Agreement upon ninety (90) days' prior written notice, in the event that it does not have the funding to meet its obligations hereunder, provided that prior to such termination, NJPBA shall pay PMNJ a fee in an amount equal to all of the then-outstanding and unreimbursed or unrecouped costs and obligations, including contractual obligations, of PMNJ, its affiliates and any contractors or agents, as of the date of the termination.

10.5 **Effect of Termination.** Termination of this Agreement in accordance with Section 10.1 shall not affect the rights of NJPBA or PMNJ with respect to any damages it shall have suffered as a result of any breach of this Agreement, nor shall it affect the rights of NJPBA or PMNJ with respect to any benefits, liabilities, or claims arising or accruing through the effective date of termination.

10.6 **Disposition of the Stations.** In the event that NJPBA sells, surrenders, or otherwise divests one or more of the Stations, or any portion of the spectrum assigned to one or more of the Stations (a "Disposition") during the Term of this Agreement or within six (6) months following: (i) the expiration of the Term of this Agreement, or (ii) the termination of this Agreement under Sections 10.1 (unless terminated by NJPBA under Section 10.1(ii) as a consequence of an uncured breach by PMNJ), 10.2, 10.3, or 10.4 of this Agreement, NJPBA shall pay PMNJ a fee (a "Disposition Fee"). The Disposition Fee for each Station subject to a Disposition shall be One Hundred and Twenty Five Thousand Dollars (\$125,000). In the event that NJPBA sells, surrenders, or otherwise divests only a portion of the spectrum assigned to a Station, the Disposition Fee associated with such sale, surrender, or divestiture shall be a pro-rata amount of the Disposition Fee associated with that Station, based on the percentage of spectrum sold, surrendered, or divested.

ARTICLE XI **MISCELLANEOUS**

11.1 **Term.** This Agreement shall commence on the Commencement Date and end at 11:59 p.m. (New Jersey time) five years after the Commencement Date (the "Initial Term") and shall automatically renew for two (2) additional five (5) year terms (the Initial Term plus any renewal terms, shall be the "Term"), unless not less than one hundred and eighty (180) days prior to the end of the then current Term, PMNJ or NJPBA provides written notice to the other that the Agreement will terminate at the end of the then current Term without further renewal.

11.2 **Limitation of Liability.** Notwithstanding anything to the contrary in this Agreement, in no event shall either party be liable for any indirect, incidental, special, punitive, or consequential damages, whether foreseeable or not, occasioned by any failure to perform or the breach of any obligation under this Agreement for any cause whatsoever, whether based on negligence or otherwise.

11.3 **Modification and Waiver.** No modification or waiver of any provision of this Agreement shall in any event be effective unless the same shall be in writing signed by the party against whom the waiver is sought to be enforced, and then such waiver and consent shall be effective only in the specific instance and solely for the purpose for which it is given. Unless otherwise specifically agreed in writing to the contrary: (i) the failure of any party at any time to require performance by the other of any provision of this Agreement shall not affect the party's right thereafter to enforce the same; (ii) no waiver by any party of any default by the other shall be valid unless in writing and acknowledged by an authorized representative of the non-defaulting party, and no such waiver shall be taken or held to be a waiver by the party of any other preceding or subsequent default; and (iii) no extension of time granted by any party for the performance of any obligation or act by any other party shall be deemed to be an extension of time for the performance of any other obligation or act hereunder.

11.4 **Choice of Law.** This Agreement shall be governed by the laws of the State of New Jersey (without giving effect to its principles of conflicts of law) and any litigation arising therefrom shall be filed in the appropriate Division of the New Jersey Superior Court for Mercer County. NJPBA does not consent to federal court jurisdiction.

11.5 **Construction.** The Section headings of this Agreement are for convenience only and in no way modify, interpret or construe the meaning of specific provisions of the Agreement. As used herein, the neuter gender shall also denote the masculine and feminine, and the masculine gender shall also denote the neuter and feminine, where the context so permits.

11.6 **Assignment.** No party may assign its rights and obligations under this Agreement, either in whole or in part, without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the Parties and their permitted successors and assigns. The covenants, conditions and provisions hereof are and shall be for the exclusive benefit of the Parties and their permitted successors and assigns, and nothing herein, express or implied, is intended or shall be construed to confer upon or to give any other person or entity any right, remedy or claim, legal or equitable, under or by reason of this Agreement.

11.7 **Force Majeure.** Notwithstanding any other provision in this Agreement, neither PMNJ nor NJPBA shall have any liability to the other or any other person or entity with respect to any failure of PMNJ or NJPBA, as the case may be, to transmit or distribute the Programming or perform its obligations hereunder if such failure is due to any failure at the origination center used by PMNJ, any labor dispute, fire, flood, hurricane, tornado, riot, legal enactment, government regulation, judicial or quasi-judicial action, act of God, act of terrorism, or any cause beyond the reasonable control of PMNJ or NJPBA, as the case may be (a "Force Majeure Event"), and such non-performance shall be excused for the period of time such failure(s) causes such non-performance.

11.8 **Counterparts.** This Agreement may be signed in counterparts, each of which shall be deemed to be an original but which, when taken together, shall constitute one and the same instrument. Facsimile and PDF signature pages of this Agreement shall be valid and binding as original signatures and when the same are delivered by each party to the other party, such delivery shall be considered an agreement of the respective Parties to fully execute and deliver to one another originally signed copies of this Agreement.

11.9 **Notices.** All notices and other communications hereunder shall be in writing and shall be deemed given when delivered personally or by facsimile transmission (receipt confirmed telephonically), mailed by registered or certified mail (postage prepaid, return receipt requested), sent by nationally recognized courier service to the Parties, or emailed, in each case at the following addresses (or at such other address for a party as shall be specified by like notice):

If to NJPBA:

New Jersey Public Broadcasting Authority
25 South Stockton Street
P.O. Box 777
Trenton, NJ 08625
Attn: John Blair
Telephone: (609) 777-5255
Fax: (609) 633-0254
Email: jblair@njin.org

N.J. Dept. of the Treasury
50 West State Street, 8th Floor
P.O. Box 211
Trenton, N.J. 08625
Attn: David A. Ridolfino
Director, Division of Administration
Telephone: 609-633-2825
Fax: 609-633-9090
Email: David.Ridolfino@treas.state.nj.us

Office of the Attorney General
Hughes Justice Complex -
6th Fl., P.O. Box 106,
Trenton, NJ 08625
Attn: Kavin Mistry, Assistant Chief,
Deputy Attorney General
Telephone: (609) 292-8564
Fax: (609) 777-3515

With a copy (which shall not
constitute notice) to:

Dow Lohnes PLLC
1200 New Hampshire Avenue, NW
Suite 800
Washington, DC 20036
Attn: Margaret L. Miller, Esq.
Telephone: 202-776-2000
Fax: 202-776-2222
Email: mmiller@dowlohn.com

If to PMNJ:

Public Media New Jersey, Inc.
c/o WNET.ORG
825 Eighth Avenue
New York, NY 10019
Attn: General Counsel
Telephone: 212-560-6981
Fax: 212-560-3191

With a copy (which shall not constitute notice) to:

Lerman Senter PLLC
2000 K Street, NW
Suite 600
Washington, DC 20006
Attn: Brian M. Madden, Esq.
Telephone: 202-429-8970
Fax: 202-293-7783
Email: bmadden@lermansenter.com

Notice given by hand shall be considered to have been given on the date delivered or, if delivery is refused, as of the date presented. Notice given by mail shall be considered to have been given five (5) days after the date of mailing, postage prepaid certified mail (return receipt requested). Notice given by facsimile machine shall be considered to have been given on the date receipt thereof is electronically acknowledged. Notice given by an overnight delivery service shall be considered to have been given on the next business day.

Any party may change its address for notices by notice to the others given pursuant to this Section.

11.10 **Severability; Change in FCC Rules or Policies.** Subject to the provisions of Section 5.2, which govern in the event of a challenge by or before the FCC, if any provision of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable to any extent by any court of competent jurisdiction, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. To the extent permitted by applicable law, the Parties hereby waive any provision of law now or hereafter in effect that renders any provision of this Agreement unenforceable in any respect.

11.11 **PMNJ an Independent Contractor.** PMNJ shall serve as an independent contractor in rendering the services set forth herein and its employees shall not be employees of NJPBA.

11.12 **Confidentiality.** PMNJ acknowledges that NJPBA is an agency and instrumentality of the State of New Jersey and that the subject matter of this Agreement, including any documents or instruments related thereto, are subject to disclosure to the extent provided by the open records laws of the State of New Jersey.

11.13 **Entire Agreement.** This Agreement represents the entire understanding and agreement between NJPBA and PMNJ with respect to the specific subject matter hereof. This Agreement cannot be amended or modified except by an agreement in writing which makes specific reference to this Agreement and which is signed by the party against which enforcement of any such amendment or modification is sought.

11.14 **Further Assurances.** The Parties shall take any actions and execute any other documents that may be necessary or desirable to the implementation and consummation of this Agreement or that may be reasonably requested by any other party hereto. Each party shall

cooperate with the other party and provide any assistance reasonably requested by any other party to effectuate the terms of this Agreement.

11.15 **Clarifications.** Nouns and pronouns used herein, regardless of the gender and number specifically used, shall be deemed and construed to include any other gender, masculine, feminine or neuter, and the singular or plural, as the context requires. The word "including" is not limiting, and the word "or" is not exclusive. The headings preceding the text of sections and subsections of this Agreement are included for ease of reference only and shall not be deemed part of this Agreement.

11.16 **NJPBA Employees.** From the date of this Agreement until September 30, 2011, PMNJ agrees to interview any individual employed by NJPBA as of June 30, 2011, for any publicly advertised PMNJ job vacancy stationed in New Jersey that is materially identical to the position that such individual held with NJPBA and for which such individual, in PMNJ's sole discretion, is qualified. The Parties acknowledge and agree that the right to make all hiring decisions and to choose any applicant for any vacancy rests in PMNJ's sole discretion.

11.17 **Affiliations.** In order to maximize the Stations' programming service to New Jersey, PMNJ shall work to establish affiliations and collaborations with various New Jersey media, educational, and other appropriate entities and institutions throughout the State of New Jersey.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]

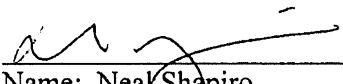
EXECUTION COPY

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

**NEW JERSEY PUBLIC BROADCASTING
AUTHORITY**

By: _____
Name:
Title:

PUBLIC MEDIA NJ, INC.

By:  _____
Name: Neal Shapiro
Title: Trustee and Authorized Signatory

Schedule 1.1

Programming

The Programming provided by PMNJ shall consist of high-quality, non-commercial programming, including New Jersey-centric programming that shall serve the needs and interests of the Stations' communities of license and further NJPBA's educational objectives. PMNJ shall consult with NJPBA as appropriate and reasonable with regard to the content, scope and development of the Programming. The Programming shall comply with the Communications Act of 1934, as amended, the FCC Rules and all applicable content-related law for broadcast programming. The Programming shall consist of programming developed and produced by PMNJ ("PMNJ Programming"), programming acquired from third parties by PMNJ ("Third-Party Programming"), and programming currently owned, held, or licensed for use by NJPBA ("NJPBA Programming"). Barring any Force Majeure Event or as otherwise provided for in this Agreement, the Programming shall be provided 24 hours per day, seven days a week.

Upon the Commencement Date, PMNJ shall weekly provide 20-25 hours of New Jersey-centric programming (including repeats) on the Stations, including, but not limited to, a weekday nightly news and public affairs program, live broadcast of the New Jersey State of the State and the annual Budget Message, and live coverage of NJ elections.

Schedule 2.5

New Jersey Public Broadcasting System Standard Terms and Conditions

Set forth in the following pages are the Standard Terms and Conditions referenced in Section 2.5 of the Agreement. The Parties agree that Section 4.2 does not apply to this Agreement, and, to the extent that any of the other terms and conditions conflict with any specific provision(s) in the Agreement, the terms of this Agreement shall govern.

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1. STANDARD TERMS AND CONDITIONS APPLICABLE TO THE CONTRACT:

Unless the bidder is specifically instructed otherwise in the Request for Proposals (RFP), the following terms and conditions shall apply to the Contract between the Contractor and the New Jersey Public Broadcasting System ("NJPBS" or the "State"). These terms are in addition to the terms and conditions set forth in the RFP and should be read in conjunction with same unless the RFP specifically indicates otherwise. In the event the Contractor has presented terms and conditions which conflict with the State's, the State's terms and conditions shall prevail, unless the Contractor is notified in writing of the State's specific acceptance of some or all of the Contractor's terms and conditions.

2. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS:

The statutes, laws or codes cited herein are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.

2.1 BUSINESS REGISTRATION:

As a condition to entering into a State Contract, pursuant to N.J.S.A. 52:32-44, the State is prohibited from entering into a Contract with an entity unless the bidder and each subcontractor named in the bid proposal has a valid Business Registration Certificate on file with the Division of Revenue.

The Contractor and any subcontractor providing goods or performing services under the Contract, and each of their affiliates, shall, during the term of the Contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.htm>.

2.2 ANTI-DISCRIMINATION:

All parties to any Contract with the State agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder are hereby incorporated by reference.

2.3 PREVAILING WAGE ACT:

The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.26 et seq. is hereby made part of every Contract entered into on behalf of the State of New Jersey except those Contracts which are not within the contemplation of the New Jersey Prevailing Wage Act. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act and/or the Public Works Contractor Registration Acts; the bidder's signature on the proposal is also his guarantee that he and any subcontractors he might employ to perform the work covered by this proposal shall comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.

2.4 AMERICANS WITH DISABILITIES ACT:

The Contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. 12101, et seq.

2.5 MACBRIDE PRINCIPLES:

The bidder must certify pursuant to N.J.S.A. 52:34-12.2 that it either has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein or that it will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United

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Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

2.6 PAY TO PLAY PROHIBITIONS:

a. **Definitions** - For the purpose of this section, the following shall be defined as follows:

1) **Contribution** - means a contribution reportable as a recipient under The New Jersey Campaign Contributions and Expenditures Reporting Act., P.L. 1973, c83 (N.J.S.A. 19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Contributions in excess of \$300 during a reporting period are deemed "reportable" under these laws.

2) **Business Entity** - means any natural or legal person, business corporation, professional services corporation, Limited Liability Company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction, but does not include non profit or not for profit corporations. The definition of a business entity includes:

A. all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate and for a for profit entity, the following:

- (i) in the case of a corporation: the corporation, any officer of the corporation, and any person or business entity that owns or controls 10% or more of the stock of the corporation;
- (ii) in the case of a general partnership: the partnership and any partner;
- (iii) in the case of a limited partnership: the limited partnership and any partner;
- (iv) in the case of a professional corporation: the professional corporation and any shareholder or officer;
- (v) in the case of a limited liability company: the limited liability company and any member;
- (vi) in the case of a limited liability partnership: the limited liability partnership and any partner;
- (vii) in the case of a sole proprietorship: the proprietor; and
- (viii) in the case of any other form of entity organized under the laws of this State or any other state or foreign jurisdiction: the entity and any principal, officer, or partner thereof;

B. any subsidiaries directly or indirectly controlled by the business entity;

C. any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and

D. if a business entity is a natural person, that person's spouse or civil union partner, or child residing in the same household provided, however, that, unless a contribution made by such spouse, civil union partner, or child is to a candidate for whom the contributor is entitled to vote or to a political party committee within whose jurisdiction the contributor resides unless such contribution is in violation of section 9 of Chapter 51.

b. **Breach of Terms of Chapter 51 or EO 117 is a Breach of Retention Agreement** - It shall be a breach of the terms of the Retention Agreement for the Business Entity to do any of the following:

- 1) make or solicit a contribution in violation of the Chapter 51 or EO 117;
- 2) knowingly conceal or misrepresent a contribution given or received;
- 3) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
- 4) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or of Lieutenant Governor, or to any State, county or municipal party committee, or any legislative leadership committee;
- 5) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of Chapter 51 or EO117;

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- 6) fund contributions made by third parties, including consultants, attorneys, family members, and employees;
- 7) engage in any exchange of contributions to circumvent the intent of the Chapter 51 or EO 117; or
- 8) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Chapter 51 or EO 117.

2.10 SERVICE PERFORMANCE WITHIN U.S.:

Pursuant to N.J.S.A. 52:34-13.2, all Contracts primarily for services shall be performed within the United States, except when the Treasurer certifies in writing a finding that a required service cannot be provided by a Contractor or subcontractor within the United States and the certification is approved by the State Treasurer.

A shift to performance of services outside the United States during the term of the Contract shall be deemed a breach of Contract. If, during the term of the Contract, the Contractor or subcontractor, proceeds to shift the performance of any of the services outside the United States, the Contractor shall be deemed to be in breach of its Contract, which Contract shall be subject to termination for cause pursuant to Section 3.3(b)(1) of the Standard Terms and Conditions, unless previously approved by the Treasurer.

2.11 COMPLIANCE – LAWS:

The Contractor must comply with all local, state and federal laws, rules and regulations applicable to this Contract and to the services performed hereunder.

3. INDEMNIFICATION AND INSURANCE

- 3.1 INDEMNIFICATION FOR THIRD PARTY CLAIMS** - The Contractor shall indemnify and hold harmless the State of New Jersey, the NJPBA, and its employees, agents and affiliates from and against any and all damages, losses, liabilities and expenses including, without limitation, reasonable attorneys' fees, arising out of or resulting from:

- a. any act or omission, event or occurrence that was or shall be caused by the Contractor, its employees, agents or affiliates relating to the business and operations of the Contractor of the NJPBA;
- b. any libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights, including intellectual property rights, resulting from or relating to any programming produced or furnished by the Contractor; and
- c. any breach by the Contractor of any of its obligations, representations, warranties, covenants or other agreements made by the Contractor in the Contract.

The Contractor's indemnification and liability under this section is not limited by, but is in addition to the insurance obligations contained in Section 3.2 of these Terms and Conditions.

- 3.2 INSURANCE** - The Contractor shall secure and maintain in force for the term of the Contract insurance as provided herein. All required insurance shall be provided by insurance companies with an A- VIII or better rating by A.M. Best & Company. The Contractor shall provide the State with current certificates of insurance for all coverages and renewals thereof, naming the State as an Additional Insured and shall contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after sixty (60) days written notice to the Treasurer of the State of New Jersey.

The insurance to be provided by the Contractor shall be as follows:

- a. Comprehensive General Liability Insurance or its equivalent: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The above required Comprehensive General Liability Insurance policy or its equivalent shall name the State, its officers, and employees as Additional Insureds. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic, unamended, and unendorsed Comprehensive General Liability Insurance occurrence coverage forms or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage.

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- b. Automobile liability insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit. State of New Jersey, its officers and employees shall be named Additional Insureds. Physical damage insurance covering automobiles shall name the State of New Jersey Loss Payee to any State owned vehicles.
- c. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:
 - \$2,000,000 BODILY INJURY, EACH OCCURRENCE
 - \$2,000,000 DISEASE EACH EMPLOYEE
 - \$2,000,000 DISEASE AGGREGATE LIMIT
- d. Broadcast libel and errors/omissions insurance of at least \$5,000,000. The State of New Jersey shall be named Additional Insured by endorsement to this policy. The policy must be endorsed to cover Cyber Risk Multimedia/Technology Errors and Omissions. Any exclusion of coverage for actions by a governmental authority must be amended to exclude the State of New Jersey in their capacity as owner.
- e. All Risk property insurance covering real and personal property of the State, including property in vehicles and while in transit, for the replacement cost of the property. State shall be named loss payee under the property insurance.
- f. Umbrella Liability Insurance in an amount not less than \$10 million per occurrence and in the aggregate naming the State of New Jersey as Additional Insured.

4. TERMS GOVERNING OPERATING CONTRACT(S)

4.1 CONTRACTOR IS INDEPENDENT CONTRACTOR:

The Contractor's status shall be that of any independent Contractor and not as an employee of the State.

4.2 TERMINATION OF CONTRACT

a. For Cause

The NJPBA may terminate the Contract (i) immediately by giving written notice if, in the reasonable good faith discretion of the NJPBA, the Station is operated by the Contractor in a manner contrary to the best interests of NJPBA, the public interest, convenience and necessity, FCC rules and regulations, the Communications Act of 1934, as amended, or other applicable law; or (ii) if Contractor otherwise breaches its obligations under the Contract and the Contractor fails to cure such breach within thirty (30) days of written notice from the PBA.

- b. Upon termination of the Contract, NJPBA shall assume complete operational responsibility for the Station, and the Contractor shall be relieved of all obligations under the Contract except for: obligations incurred prior to the effective date of the termination; the obligation to provide a final accounting pursuant to the Contract and the obligation to cooperate with NJPBA to wind up Contractor's operation of the Station in an orderly fashion.

c. In the event of termination under this section, the Contractor shall be compensated for work performed in accordance with the Contract, up to the date of termination. Such compensation may be subject to adjustments.

4.3 SUBCONTRACTING OR ASSIGNMENT:

The Contractor may not subcontract other than as identified in the Contractor's proposal or assigns its responsibilities under the Contract, in whole or in part, without the prior written consent of the NJPBA. Such consent, if granted, shall not relieve the Contractor of any of his responsibilities under the Contract.

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4.4 NO CONTRACTUAL RELATIONSHIP BETWEEN SUBCONTRACTORS AND STATE:

Nothing contained in any of the Contract documents, including the RFP and vendor's bid or proposal shall be construed as creating any Contractual relationship between any subcontractor and the State.

4.5 MERGERS, ACQUISITIONS:

If, during the term of this Contract, the Contractor shall merge with or be acquired by another firm, the Contractor shall give notice to the NJPBA as soon as practicable and in no event longer than 30 days after said merger or acquisition. The Contractor shall provide such documents as may be requested by the NJPBA which may include but need not be limited to the following:

- a. Corporate resolutions prepared by the awarded Contractor and new entity ratifying acceptance of the original Contract, terms, conditions and prices.
- b. State of New Jersey Bidders Application reflecting all updated information including ownership disclosure, pursuant to provision 1.5.
- c. Vendor Federal Employer Identification Number.

The documents must be submitted within 30 days of the request. Failure to do so may result in termination of the Contract for cause.

If, at any time during the term of the Contract, the Contractor's partnership, limited liability company, limited liability partnership, professional corporation, or corporation shall dissolve, the NJPBA must be so notified. All responsible parties of the dissolved business entity must submit to the NJPBA in writing, the names of the parties proposed to perform the Contract, and the names of the parties to whom payment should be made. No payment shall be made until all parties to the dissolved business entity submit the required documents to the NJPBA.

4.6 APPLICABLE LAW AND JURISDICTION:

This Contract and any and all litigation arising therefrom or related thereto shall be governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles and shall be filed in the appropriate Division of the New Jersey Superior Court. The State does not consent to federal court jurisdiction.

4.7. CONTRACT AMENDMENT:

The Contract may only be amended by written agreement of the State and the Contractor.

4.8 MAINTENANCE OF RECORDS:

The Contractor shall maintain records for products and/or services delivered against the Contract for a period of three (3) years from the date of final payment unless otherwise specified in the RFP. Such records shall be made available to the State upon request.

- 4.9 AVAILABILITY OF FUNDS:** The State's obligation to make any payment under the Contract is contingent upon the availability of appropriated funds and receipt of revenues from which payment for Contract purposes can be made. No legal liability on the part of the State for payment of any money shall arise unless and until funds are appropriated each fiscal year to the using agency by the State Legislature and made available through receipt of revenues.

Schedule 3.1
Financial Reports

Within sixty (60) days after the end of each calendar quarter during the Term, PMNJ shall prepare and deliver to NJPBA a report summarizing (1) all revenue from Grants and fundraising received during the previous period, (2) all costs and expenses incurred with respect to the Programming and Services for the previous period, and (3) a proposed budget for Programming and Services for the next quarter. Upon NJPBA's request, within sixty (60) days after the end of a calendar month, PMNJ shall prepare and deliver to NJPBA a report on funds received for the operation of the Stations during such calendar month. PMNJ shall cause the operations and records of the Stations to be audited periodically in accordance with Corporation for Public Broadcasting requirements.

Schedule 3.4

Website

Following the Commencement Date, PMNJ shall launch a new engaging and dynamic website associated with the Programming and the Stations. PMNJ shall employ its relationship with WNET.ORG, which has developed and deployed a comprehensive Content Management Systems (CMS) that supports production and maintenance of a wide range of online content in a highly cost-effective manner, to broaden the features and scope of NJPBA's existing Internet presence. PMNJ's relationship with WNET.ORG shall be on commercially reasonable terms.

The PMNJ Website will seek to make use of cross-promotional exchange opportunities with websites of PMNJ's affiliates – www.thirteen.org and www.wliw.org. PMNJ anticipates developing online audience participation campaigns and creating opportunities for viewer interaction, including voting on polls, or weighing in on issues relevant to New Jersey's audience. Any of these interactive opportunities can be promoted using a range of social media tools, such as Facebook and Twitter, as well as the Stations.

Schedule 6.2(h)
Evergreen NJPBA Programming

“Evergreen NJPBA Programming” shall be defined as any New Jersey-centric, non-time sensitive (a/k/a “evergreen”) NJPBA Programming produced for broadcast by NJPBA or by terrestrial non-commercial television stations since July 1, 2006.

Schedule 10.3
Adverse Economic Change

PMNJ shall have the right to terminate this Agreement as provided in Section 10.3 if: (a) the total of all federal, state, and local government funding (including New Jersey funding as provided in this Agreement or otherwise appropriated) available to PMNJ for the provision of Programming and Services falls below Four Million Dollars (\$4,000,000) in any fiscal year adopted by PMNJ; or (b) if the total of all revenue and support available to PMNJ for the provision of Programming and Services from all federal, state, and local government sources, foundation grants, donor contributions, and other third-party financial support in any fiscal year adopted by PMNJ shall be seventy-five percent (75%) or less than the amount of such revenue and support budgeted for such fiscal year.



State of New Jersey
OFFICE OF THE STATE TREASURER
PO Box 002
TRENTON NJ 08625-0002

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

ANDREW P. SIDAMON - ERISTOFF
State Treasurer

June 13, 2011

Hon. Stephen M. Sweeney, President of the New Jersey Senate
Hon. Sheila Oliver, Speaker of the New Jersey General Assembly

Dear President Sweeney and Speaker Oliver:

As State Treasurer, pursuant to Section 6(g) of the New Jersey Public Broadcasting System Transfer Act, L. 2010, c. 104 (the "Transfer Act"), I am submitting a negotiated programming and services agreement (the "Negotiated Contract") to be entered into with the New Jersey Public Broadcasting Authority ("NJPBA" or "NJN") and Public Media NJ, Inc. ("PMNJ"). PMNJ is a New Jersey nonprofit corporation created at the initiative of WNET.org ("WNET"). The Negotiated Contract provides for the programming of the NJPBA's Television Broadcast Network and for the provision of certain operational, fundraising and back-office services. Kindly cause the date of the submission of these Negotiated Contracts to be recorded upon the Senate Journal and the Minutes of the General Assembly, respectively.

PMNJ's board has approved the entering into by PMNJ of this Negotiated Contract and an authorized signatory of PMNJ has executed the Negotiated Contract. In accordance with Section 6(g)(2) of the Transfer Act, unless a concurrent resolution is adopted by the State Senate and the General Assembly disapproving the Negotiated Contract, within fifteen (15) days of this submission, the Negotiated Contract shall be deemed approved by the State Legislature. Once the Negotiated Contract has been deemed approved and the NJPBA has given its approval, the Negotiated Contract will be executed by the State Treasurer, as Chairman of the NJPBA. The effective date of the Negotiated Contract is July 1, 2011.

PMNJ was selected pursuant to a competitive procurement process. The State Treasurer issued a Request for Proposals for Operation of the New Jersey Network (NJN) Television Broadcast Network on February 7, 2011. Proposals were received from five bidders by the submission deadline of March 11, 2011. The proposals were reviewed by the State Treasurer's financial advisor, Public Radio Capital, Boulder, Colorado and by special counsel on Federal Communications Commission ("FCC") matters, Dow Lohnes PLLC, Washington, D.C. The proposals were then evaluated by the State Advisory Committee consisting of Gregg Edwards, Director of Policy, Office of the Governor, Steven Petrecca, Assistant State Treasurer and Michael Jonas, Operations Manager, Department of the Treasury. On March 28, 2011, the State Advisory Committee recommended that two bidders, PMNJ and Montclair State University, be invited to interviews to discuss their proposals and to subsequently submit best and final offers. These interviews took place and each entity submitted their best and final offers by the April 15, 2011 deadline. The best and final offers were evaluated by Public Radio Capital and Dow Lohnes. The best and final offers were then evaluated by the State Advisory Committee, which

recommended to the State Treasurer that the offer of PMNJ be selected. Negotiations with PMNJ on the Negotiated Contract commenced and were concluded on June 3, 2011.

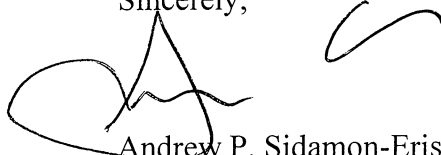
The FCC regulates broadcasting stations and NJPBA, as license holder for the television broadcasting licenses, remains ultimately responsible to the FCC for the television stations and their programming and operation, even here where programming and services are performed by PMNJ pursuant to the Negotiated Contract. The NJPBA, as FCC license holder will still have control of the television stations under FCC rules. As such, NJPBA will remain as an operating State authority, with the necessary amount of employees to satisfy FCC requirements provided by the Department of the Treasury ("Treasury") to the NJPBA pursuant to a memorandum of understanding to be entered into between Treasury and NJPBA.

Funding for NJPBA going forward will be incorporated into the State budget. It is estimated that for Fiscal Year 2012, that amount will be approximately \$2 million. Additionally, the proceeds received from the sale of the NJPBA's radio broadcasting licenses and stations will be deposited pursuant to the Transfer Act in the Trust Fund for the Support of Public Broadcasting ("Trust Fund"). The Transfer Act requires that monies in the Trust Fund be dedicated for the support of a public broadcasting system serving the State. In furtherance of that purpose, monies in the Trust Fund will be used for capital improvements and repairs in order to maintain and preserve the State's remaining broadcasting assets, including its tower assets. Such assets are not being alienated from the State.

Enclosed is a copy of the Negotiated Contract. Also included is a summary of the material terms of the Negotiated Contract. By separate cover, we will also deliver copies of all documents relevant to this proposed transaction for your consideration.

Finally, this Negotiated Contract with PMNJ fulfills the goals outlined by Governor Christie last year of transitioning NJN to independence and sustainability, ending both the taxpayer subsidy of and the State's role in public television broadcasting, while preserving a New Jersey-centric coverage and programming mission. The Negotiated Contract with PMNJ will result in a stronger overall programming schedule that draws upon the full range of WNET/PBS offerings; increased and enhanced overall New Jersey-centric programming, including arts, culture, and public affairs; and maintaining high quality public affairs programming, including a nightly news broadcast, live broadcasts of significant State House events such as State of the State and Budget Message, live Election Night coverage as part of comprehensive election coverage as well as Sunday morning New Jersey public affairs programs. With this Negotiated Contract with PMNJ, New Jerseyans can be confident that public broadcasting in New Jersey will not only continue, but also has a bright and dynamic future with a strong plan by PMNJ to enhance New Jersey-centric programming.

Sincerely,



Andrew P. Sidamon-Eristoff
Treasurer, State of New Jersey

Attachments: Negotiated Contract
Summary of Material Terms

SUMMARY OF PRINCIPAL TERMS OF PROGRAMMING AND SERVICES AGREEMENT

A. Overview

- The Programming and Services Agreement for NJPBA is a contract for a New Jersey nonprofit corporation, Public Media NJ, Inc., to provide broadcast programming and other broadcast and related services to NJPBA. Distribution of the programming is over NJPBA's owned and operated stations ("Stations") and preserves New Jersey-centric programming for the State. The contract commencement date is July 1, 2011.

B. Ownership of Licenses

- NJPBA remains the licensee of the Stations, e.g., WNJT(TV), WNJB(TV), WNJN(TV), WNJX(TV) and certain ancillary licenses issued by the Federal Communications Commission ("FCC"). NJPBA shall retain all costs associated with the operation and the maintenance of the technical and main studio facilities of the Stations and liability for fulfilling its FCC licensing requirements.

C. Services Provider

- Public Media NJ, Inc., a New Jersey not-for-profit corporation ("PMNJ") and an indirect, related affiliate of WNET.org.

D. Revenue Sources

- As a source of funding for its obligations, PMNJ shall have access to (1) all grants associated with the Stations, including CPB and PTFP Grants; (2) all monies received from any MVPD related to any of the Stations; (3) all revenue generated through the lease of space on the Stations' broadcast towers; and (4) all net revenue generated through the lease of excess spectrum of the educational broadband service authorizations.

E. Programming

- PMNJ shall provide high-quality, non-commercial programming for distribution on the NJPBA Stations, including, without limitation, providing (1) on a weekly basis 20-25 hours of New Jersey-centric programming (including repeats) on the Stations; (2) providing a weekday nightly news and public affairs program; (3) live broadcast of the New Jersey State of the State and the annual Budget Message; and (4) live coverage of NJ elections.

F. Other Services

- PMNJ shall:
 - Provide certain operational, fundraising and back-office services.
 - Conduct fundraising for the Stations and prepare, review and act as fiscal agent for, grants, awards, etc. (and related applications).
 - Create and maintain a website, and associated digital presence, including, contingent on fundraising, adapting the Video in Teaching and Learning Service ("VITAL"), developed by WNET.ORG, for use by New Jersey teachers and students.
 - Prepare any applicable reports re fundraising and grants and assist with any regulatory submissions.

G. Term

- Term is 5 years from July 1, 2011, with two 5 year automatic renewals unless terminated by either party 180 days prior to expiration of the then current term.
- If NJPBA sells any Station or portion of the spectrum during or shortly after the Term, NJPBA shall pay PMNJ a disposition fee of \$125,000 per station.
- Upon 90 days' written notice, NJPBA may terminate the Programming and Services Agreement if NJPBA does not have funding to meet its obligations to maintain the FCC licenses.
- Upon 180 days' written notice, PMNJ may terminate the Programming and Services Agreement if total federal and state funding for the Stations falls below \$4,000,000 or below 75% of the budgeted as needed.

EQUIPMENT USE AGREEMENT

This EQUIPMENT USE AGREEMENT (this "Agreement") is entered into this ____ day of _____, 2011 by and between New Jersey Public Broadcasting Authority, an independent instrumentality of the State of New Jersey allocated to, but not of, the Department of the Treasury of the State of New Jersey ("NJPBA"), and Public Media NJ, Inc ("PMNJ").

RECITALS

A. NJPBA owns certain equipment used or useful in connection with the operation of the noncommercial television broadcast stations listed below (collectively, the "Stations"):

WNJT (TV), Trenton, New Jersey;
WNJB (TV), New Brunswick, New Jersey;
WNJN (TV), Montclair, New Jersey;
WNJS (TV), Camden, New Jersey;
W36AZ, Sussex, New Jersey;
W49BE, Hackettstown, New Jersey; and
W43CH, Belvidere, New Jersey.

B. NJPBA and PMNJ have entered into a Programming and Services Agreement (the "Services Agreement") under which PMNJ is to provide certain programming and services to NJPBA related to the Stations.

C. NJPBA and PMNJ desire to memorialize certain agreements regarding PMNJ's use of certain equipment used or useful in connection with the Stations, all such equipment more particularly described in Exhibit A attached to this Agreement (collectively, the "Equipment"), in connection with PMNJ's performance under the Services Agreement;

NOW, THEREFORE, in consideration of the terms and conditions set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

WITNESSETH

1. Grant of License. NJPBA hereby grants to PMNJ, from time to time during the term of this Agreement, the temporary right to use the Equipment in the performance of the Services Agreement. PMNJ accepts the Equipment in "As Is, Where Is" condition. The temporary right granted by NJPBA to use the Equipment shall include the right to temporarily relocate the Equipment and install it at other locations, at PMNJ's expense, during the Term (as defined below) of this Agreement.

2. Term. PMNJ shall have the exclusive right to use the Equipment from the date hereof until the expiration or earlier termination of the Services Agreement, or as otherwise mutually agreed by the parties (the "Term").

3. Obligations of PMNJ.

- (a) PMNJ shall not have the right to assign this Agreement or any rights hereunder nor to sell or dispose of the Equipment. Following the termination of this Agreement, or if PMNJ concludes that it no longer needs one or more elements of the Equipment, PMNJ shall return the Equipment to NJPBA in the same condition as it was provided by NJPBA, normal wear and tear accepted.
- (b) PMNJ shall use the equipment in a safe and careful manner and shall comply with in all material respects with all laws, rules, and regulations and ordinances of the federal law and New Jersey law and regulations, including without limitation, New Jersey Public Broadcasting Authority Act of 1968 (L. 1968, c. 405), the New Jersey Public Broadcasting System Transfer Act (L. 2010, c. 104) (the "Transfer Act"), and the State of New Jersey, New Jersey Broadcasting System, New Jersey Network, Standard Terms and Conditions for Contractors (as summarized in Schedule 3(c) hereto) as amended or supplemented from time to time, and any other state or government authority controlling or governing the Equipment or operation thereof.

4. Representations and Warranties of NJPBA. NJBPA hereby represents and warrants to PMNJ that it has the necessary authority to grant PMNJ the right to use the Equipment as contemplated in this Agreement and that either: (i) no consent from, or notice to, any third party is necessary for NJPBA to grant PMNJ those rights; or (ii) such consent has been obtained, or notice given, by NJPBA. As of the date of this Agreement, the Equipment is free from any mortgage, lien, encumbrance, or security agreement of any nature whatsoever except as indicated on Exhibit A.

5. Default. If either party is in breach of any term of this Agreement and does not cure such breach within ten (10) days following receipt of written notice from the non-breaching party, the non-breaching party shall have the right to terminate this Agreement immediately. Any such termination by NJPBA under this Section 5 shall not release PMNJ from any liability under this Agreement through the effective date of termination. All rights and remedies available to NJPBA by law or in this Agreement shall be cumulative and concurrent.

6. Indemnity. PMNJ hereby indemnifies and holds NJPBA, and its respective affiliates and employees harmless from and against any and all claims, suits, liabilities, expenses (including, without limitation, reasonable attorneys' fees), and damages for injury to persons or damage to property arising out of, resulting from or in connection with any act or omission of PMNJ or its contractors, consultants, employees or agents on, or in connection with the use of, the Equipment (except to the extent such injury or damage arises out of, or results from or in connection with, the negligence of NJPBA or its employees or contractors) and PMNJ will act, at its own cost and expense, to defend and protect the NJPBA against all such indemnified claims or demands.

7. Liens. PMNJ shall not subject, or through its actions or inaction allow, the Equipment to become subject to any mechanic's lien, mortgage, or any lien of any kind

whatsoever which did not encumber the Equipment as of and on the Effective Date of this Agreement.

8. Miscellaneous.

- (a) If any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or any remaining provisions of this Agreement, provided that such remaining portions or provisions can be construed in substance to constitute the agreement that the parties intended to enter into in the first instance.
- (b) This Agreement contains the entire agreement of the parties with respect to the subject matter hereof during the term hereof, and, except as specifically referred to herein, all prior obligations, proposals, and agreements relating to the subject matter hereof have been merged herein. This Agreement shall not be modified or amended except by agreement in writing duly executed by the parties hereto.
- (c) This Agreement and any and all litigation arising therefrom or related thereto shall be governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles and shall be filed in the appropriate Division of the New Jersey Superior Court.
- (d) This Agreement may be signed in counterparts, each of which shall be deemed to be an original but which, when taken together, shall constitute one and the same instrument. Facsimile signature pages of this Agreement shall be valid and binding as original signatures and when the same are delivered by each party to the other party, such delivery shall be considered an agreement of the respective parties to fully execute and deliver to one another originally signed copies of this Agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Agreement as of the date first written above.

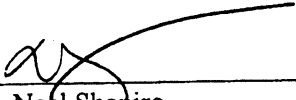
New Jersey Public Broadcasting Authority Public Media NJ, Inc.

By: _____

Name: _____

Title: _____

By: _____


Neal Shapiro

Trustee and Authorized Signatory

EXHIBIT A

EQUIPMENT

WNET

DESCRIPTION	MANUFACTURER	MODEL	S/N
DIGICART II REMOTE-RC220	360 SYSTEMS	RC220	RC1D3123
DIGICART II REMOTE-RC205	360 SYSTEMS	RC205	NONE
DIGICART II	360 SYSTEMS	2750-15	
DIGICART II REMOTE-RC220	360 SYSTEMS	RC220	
DIGICART II REMOTE-RC205	360 SYSTEMS	RC205	
EVERTZ 9084 CLOSED CAPTION ENCODER	EVERTZ	9084	1869230038
ATSC ENCODER SYSTEM	HARRIS	FLEXICODER	OODV11000384-OODV11000374
LINEAR ACOUSTIC AES LIMITER EXPANDER	LINEAR ACOUSTIC	LA-5100	24-0121
MIRANDA IS-750 SD MCR SWITCHER	Miranda	IS-750	087299-R35863030
MIRANDA IS-750 SD MCR SWITCHER	Miranda	IS-750	087299-R35863031
MIRANDA IS-750 HD MCR SWITCHER	Miranda	IS-750	087299-R35863032
PRESMASTER CONTROLLER	Miranda	PRES-STATION	0815-0318
PRESTATION REMOTE PANEL	Miranda	PCS-003	0739-0737
OMNEON MSC 4272b MediaStore w/ 16, 146 Gbyte drives	OMNEON	MS 4272b	SHU6595400007F6
OMNEON MSC 4272b MediaStore w/ 16, 146 Gbyte drives	OMNEON	MS 4272b	SHU65954000095D
OMNEON MSC 4272b MediaStore w/ 16, 146 Gbyte drives	OMNEON	MS 4272b	
OMNEON 5501 HD/SD video server	OMNEON	MIP-5501	
OMNEON MEDIA DIRECTOR	Omneon	MCP 2101	03356
OMNEON FIBER CHANNEL KIT x6	Omneon	FCA 105-OF	
OMNEON SPARE DRIVE	Omneon	SP-0031-001	3LN42PP1
Remote Control Panel	MIRANDA	RCP-100	19199 R31849019
Frame	MIRANDA	DENSITE-2	062499-R32023049
Frame	MIRANDA	DENSITE-2	062499-R32024217
Enhanced Ethernet Controller	MIRANDA	DENSITE-CPU-ETH2	065901-R20688142
Enhanced Ethernet Controller	MIRANDA	DENSITE-CPU-ETH2	065901-R21087145
Redundant power supply	MIRANDA	DENSITE-PSU-AC	047599-R35394020
Redundant power supply	MIRANDA	DENSITE-PSU-AC	047599-R35394428
Redundant power supply	MIRANDA	DENSITE-PSU-AC	047599-R35394042
Redundant power supply	MIRANDA	DENSITE-PSU-AC	047599-R35394418
UC/ARC/Legalizer	MIRANDA	XVP-1801-UC HD/SD	082001-R35088081
UC/ARC/Legalizer	MIRANDA	XVP-1801-UC HD/SD	082001-R35088094
DC/ARC/Legalizer	MIRANDA	XVP-1801-DC HD/SD	082001-R35365045
DC/ARC/Legalizer	MIRANDA	XVP-1801-DC HD/SD	082001-R35365182
DC/ARC/Legalizer	MIRANDA	XVP-1801-DC HD/SD	082001-R35365299
DC/ARC/Legalizer	MIRANDA	XVP-1801-DC HD/SD	082001-R35365300

WNET

Pixelmtrix DVS-Remote II Analyzer	PixelMetrix	REMII-0002	14770
IMX DIGITAL TAPE MACHINES	SONY	MSW A2000	15067
IMX DIGITAL TAPE MACHINES	SONY	MSW A2000	10378
IMX DIGITAL TAPE MACHINES	SONY	MSW A2000	17034
IMX DIGITAL TAPE MACHINES	SONY	MSW A2000	17017
IMX DIGITAL TAPE MACHINES	SONY	MSWM2000	17601
IMX DIGITAL TAPE MACHINES	SONY	MSWM2000	17519
SONY MULTI-FORMAT VTR	SONY	HDWM2100/20	18201
SONY MULTI-FORMAT VTR	SONY	HDWM2100/20	18187
SONY SDTI INTERFACE OPTION	SONY	HKDW102	
LEITCH HARRIS VTM-950 OPT w/A3 5-LLF	Leitch/Harris	VTM-950	O50600555
Miranda KXA-FR7 Multi Image processor 7 RU Frame	MIRANDA	KXA-FR7	080897-R35058001
EAS ALERT SYSTEM	TFT	EAS911R4/930A	1011785T4
Evertz Master Sync Pulse and Master Clock system	Evertz	5600MSC+GP+HTG+STG+2PS	482540037 GPS-83627511
Evertz Master Sync Pulse and Master Clock system	EVERTZ	5600MSC+GP+HTG+STG+2PS	1782810090
EVERTZ SYNC GENERATOR CHANGE OVER UNIT	EVERTZ	5600ACO-2	1778300025
Leitch VTM-4100 Signal Monitor	Leitch/Harris	VTM-4100	60600210
4 Transport Stream Multiplexer	Logic Innovations	TSM-2800	71100-022600328
MASSTECH / SPECTRALOGIC	MASSTECH /	ME-100-001 T120Q-S-1	1S7979AC1KQFXNH1, 0809502
HAND HELD CAMERA HIGH DEFINITION	SONY	BVW700A	10087
HAND HELD CAMERA HIGH DEFINITION	SONY	HDW750	10286
HAND HELD CAMERA HIGH DEFINITION	SONY	HDW750	10323