

The assignment of KTNL, File #0000145867 from Denali Media to Ketchikan TV LLC was granted 9/15/2021. As of this date, the station immediately started equipment installation and program testing. A Consummation Notice was filed on 10/1/21 File # 0000162109 and a Resumption Notice, file # 0000163463 was filed on 10/1/21 stating full operations resumed as of 10/1/21 by Ketchikan TV.

On 10/1/2021 KTNL started airing MeTV full power full time 24/7.

Sandra Traub  
Sandra Traub  
General Manager  
Ketchikan TV LLC  
September 29, 2023

# MeTV NETWORK

## Station Affiliation Agreement

**Start Date: On or before January 1, 2022 ("Effective Date")**    **Today's Date:** September 16, 2021

**Programmer:** MeTV National Limited Partnership

**Affiliated Program Stream (check one):**

- Primary Program Stream ( RFChannel 7.1)PSIP 7.1  
 Multicast Stream (Multicast Channel RF )PSIP [Signature]

**Broadcaster:** Ketchikan TV LLC

**Community of License:** \_Sitka

**Station:** ~~KTN-TV~~ KTNL ~~[Signature]~~

**Station DMA:** \_Juneau AK\_ **Rank:** \_207

1. **Term.** Four years from the Effective Date.

2. **Certain Definitions.**

**"Affiliated Program Stream"** means the Primary Program Stream or Multicast Stream of the Station on which the Programming is principally broadcast pursuant to this Agreement.

**"Multicast Stream"** means a free, unencrypted, MPEG-2 over-the-air program stream broadcast within the Station's 6 MHz digital television signal, other than the Station's Primary Program Stream, and excluding any program stream transmitted by a method or in a standard specifically designed for mobile reception.

**"Primary Program Stream"** means the Station's free, unencrypted, MPEG-2 over-the-air program stream broadcast within the Station's 6 MHz digital television signal that is the successor to the Station's analog stream, if any, and that Station consistently designates as its primary program stream.

**"Programming"** means the programming (including commercial identification and content) included in the television programming service currently known as the MeTV Network (the **"Network"**).

3. **Programming Provided.** Programmer shall deliver to Broadcaster via satellite (subject to Section 16) a 24/7 feed of the Network. A minimum 3.7 meter satellite antenna is required and shall be provided by the Broadcaster. Programmer shall be solely responsible for the selection and scheduling of the Programming. Pursuant to the rules of the Federal Communications Commission ("**FCC**"), the Programming shall include a sufficient amount of children's programming that meets the FCC's then-applicable criteria for "core" educational and informational programming ("E/I Programming").

4. **Grant of Rights.** Programmer hereby grants to Broadcaster the non-exclusive (except as set forth in Section 5) right and license to broadcast via free television (as such term is commonly understood in the television industry) the Programming on the Affiliated Program Stream of the Station in the Station's DMA. The rights granted hereunder are limited solely to (i) the right to broadcast the Programming on the Affiliated Program Stream, and on the Alternate Stream as permitted under Section 8, of the Station, and (ii) the right to authorize simultaneous retransmission of the Affiliated Program Stream by cable system operators, direct-to-home satellite system operators, approved IPTV service operators or other multichannel video programming distributors, so long as transmission via any such technologies is for receipt by television receivers only (collectively, "**MVPD Distributors**") pursuant to Station's exercise of its must-carry or retransmission consent rights in accordance with Section 10. For the purpose of clarity, this grant excludes TVE and Virtual MVPD rights for the Programming.

5. **Exclusivity.** Broadcaster shall be entitled to invoke the protection against simultaneous duplication of the Network Programming imported under the Compulsory Copyright License, as provided in Section 76.92 of the FCC's rules, to the maximum geographic extent permitted by the FCC's rules within the Station's DMA. These rights shall be enforceable solely with respect to the duplicating programming of a Network-affiliated broadcast television station that is licensed to a community outside the Station's DMA.

**6. In-Pattern Broadcast.** Except as authorized under Sections 7 and 8, Broadcaster shall broadcast the Programming (i) on the Affiliated Program Stream on a full time (i.e., 24/7) basis, without modification, time-shifting, or editing; (ii) in its entirety, including all commercial announcements, without interruption, deletion, addition, or alteration of any kind (except for the insertion by Broadcaster of advertisements, promotions, or public service announcements during periods designated by Programmer as available for such insertions); and (iii) on an in-pattern basis. Within fifteen (15) days after the end of each month, Broadcaster shall provide to Programmer monthly performance reports in a form and substance reasonably requested by Programmer.

**7. Exceptions to In-Pattern Broadcast.** The terms and conditions of *Exhibit A* shall apply with respect to any preemption or substitution of Programming.

**8. Simulcasts on Alternate Stream.** Any programming simulcast by Broadcaster shall be subject to Programmer's prior written approval as follows: (i) for regularly recurring substitutions, Broadcaster shall seek Programmer's approval at least 30 days in advance of the telecast; (ii) for all other substitutions, Broadcaster shall seek Programmer's approval as early as practicable, but at least 7 days prior to the telecast.

**9. Commercial Inventory.** Broadcaster shall be entitled to five (5) minutes of local commercial advertising availabilities per hour of Programming (other than Children's Programming, which shall not contain local commercial advertising availabilities). Broadcaster also shall be entitled to the local online advertising and promotional inventory specified in Section 13.

**10. Retransmission of Programming.** Broadcaster shall have the right to exercise its must-carry or retransmission consent rights with respect to carriage of the Affiliated Program Stream by any MVPD Distributor serving the Station's DMA. *Exhibit B* lists all MVPD Distributors on which the Affiliated Program Stream is carried as of the Effective Date.

**11. Cable Subscriber Threshold.** Broadcaster shall use its best efforts to reach and maintain eighty percent (80%) of all cable subscribers residing in the Station's DMA through retransmission of the Affiliated Program Stream on cable systems in the Station's DMA (the "**Cable Subscriber Threshold**") as soon as possible, but not later than six (6) months after the Effective Date. Upon Broadcaster's achievement of the Cable Subscriber Threshold during the Term, Broadcaster shall maintain its market cable coverage at or above the Cable Subscriber Threshold throughout the Term. If Broadcaster fails to achieve the Cable Subscriber Threshold before the end of the sixth (6th) month after the Effective Date, or at any time after achieving the Cable Subscriber Threshold falls below the Cable Subscriber Threshold, then Programmer may (i) terminate this Agreement on thirty (30) days' written notice, or (ii) act as Broadcaster's agent in seeking carriage on behalf of Broadcaster. Until such time as Broadcaster secures carriage of the Affiliated Program Stream on a given cable or satellite system in the Station's DMA, Programmer shall have the right to negotiate distribution of the Network via such cable or satellite system

**12. Music.** Broadcaster shall, at its sole expense, obtain and maintain for the Station such licenses, including music performing rights licenses, as are necessary for the Station to broadcast the Programming, including, but not limited to, all necessary licenses and agreements with ASCAP, BMI and SESAC.

**13. Local Website.** Programmer shall host a Station-specific, MeTV-branded website page (the "**Local Website**") located at the unique URL set forth in *Exhibit C* (which URL shall be owned by Programmer). The Local Website shall include certain Broadcaster branding elements, and Broadcaster shall be entitled to certain advertising and promotional inventory, in each case as currently described in *Exhibit C*. Except as set forth in this Section 13 and *Exhibit C*, Programmer shall be solely responsible for the development of the Local Website and shall retain ultimate control over the look and feel of the Local Website and any branding or commercial elements included therein. Broadcaster shall use standard templates and other tools provided by Programmer to provide a formatted, printable version of Station's local broadcast schedule (which shall reflect all local exceptions to the national Network schedule). Programmer, in its discretion, may provide additional standard templates and tools to permit Broadcaster to further customize the Local Website. Broadcaster shall not develop or host any other MeTV-branded website and shall not customize or otherwise alter the Local Website except as contemplated under this Agreement using standard templates and other tools provided by Programmer. Programmer shall provide Network logos and other promotional graphics for use by Broadcaster in promoting and linking to the Local Website. At a minimum, Broadcaster shall post an IAB standard ad banner on its parent website home page that contains Programmer-provided Network logos and promotional graphics and directly links to the Local Website.

**14. Use of Trademarks and Logos.** Each party may use the other's trademarks, trade names, logos and other Network branding elements, as applicable (including each Station's name and call letters) (collectively, "Marks") in publicizing its activities and Programming pursuant to this Term Sheet; *provided*, that any use by Broadcaster of any Network or Programmer Marks shall be subject to prior approval by Programmer and any instructions or limitations specified by Programmer in connection with such use. Broadcaster shall not delete or alter any copyright, notice, or Mark, or any credit, included in any materials delivered pursuant to this Agreement. The provisions of this paragraph apply to all on-air and ancillary uses by a party of the other's Marks or credits.

**15. Promotion.** Broadcaster shall promote the Programming on its Primary Program Stream (regardless of whether such Primary Program Stream is the Affiliated Program Stream), and shall cause each Station to broadcast not fewer than three (3) Network promotions each day throughout the Term (excluding time periods during qualified Children's Programming). In the event that Programmer provides any clips, trailers, publicity stills, or other promotional materials for use by Broadcaster, Broadcaster shall comply with any instructions or limitations applicable to such materials and communicated by Programmer.

**16. MeTV Network Delivery Equipment .** MeTV Network requires the use of specific network delivery equipment that shall be required for use in broadcasting the Programming (the "Equipment"). The Equipment is valued at \$25,000. Programmer may provide the Equipment to Broadcaster during the Term, and Broadcaster and Station hereby acknowledge and agree that Programmer shall retain ownership of all right, title and interest in and to the Equipment, and that Broadcaster shall be responsible to maintain the Equipment in good working condition. If Programmer does not provide the Equipment, Broadcaster shall be responsible for obtaining the Equipment at Broadcaster's expense. Broadcaster shall use the Equipment solely in connection with the broadcast rights granted pursuant to this Agreement and for no other purpose or programming without the express written consent of Programmer. Upon termination of this Agreement for any reason, Broadcaster shall promptly return the Equipment to Programmer. The Equipment will deliver any of the following formats to the Broadcaster via HD/SDI video: 16x9480i SD, 720p HD, or 1080i HD, and 2 channel Stereo embedded and discrete AES audio. Programmer, at its sole and reasonable discretion, may alternatively deliver programming via IP to Broadcaster in which case an internet circuit with a minimum dedicated bandwidth of 30 mbps download, 5 mbps upload is required and shall be provided by the Broadcaster.

**17. Minimum Bandwidth Requirement and Video/Audio Specification.** If the Affiliated Program Stream is a Multicast Stream, then Broadcaster shall cause Station to devote the following minimum amount of bandwidth to the broadcast of the Programming on such Affiliated Program Stream: 3.55 Mbps video constant bit rate, or, if Station is using a statistical multiplex ("stat mux") system, no less than 2.55 Mbps as a minimum video bit rate and no less than 3.55 Mbps as an average video bit rate. The Broadcaster's video aspect ratio must be 16x9, regardless of SD or HD format. The Broadcaster must transmit in any of the following MPEG-2 ATSC formats: 16x9 480i SD, 16x9 720p HD, or 16x9 1080i HD. AFD flags are provided for all output formats and should operate in pass-thru where possible. Broadcaster shall transmit stereo, Dolby AC-3 audio at an audio bit rate of no less than 192kbps. EIA-608 and EIA-708 encoded Closed Captioning is required, regardless of SD or HD format. Analog video is not permitted at any point in the Broadcaster's "airchain" or master control and encoding equipment. All transmission video must be handled in the SDI or IP domain.

**18. Nielsen Encoding.** Broadcaster shall be responsible for ensuring that the Affiliated Program Stream is passing the network's PC code and CBET , if applicable, a local FD SID to permit Nielsen to measure Network viewing.

**19. Termination.** Either party may terminate this Agreement if the other party materially breaches any provision of this Term Sheet and such breach is not cured within (30) days after notice thereof. Programmer may terminate this Term Sheet (A) upon thirty (30) days' written notice to Broadcaster, if Programmer ceases Network operations for any reason; or (B) as otherwise provided in this Agreement.

**20. Indemnification.**

(a) **By Programmer.** Programmer shall defend, indemnify and hold Broadcaster, the Station, and each of their respective parent companies, affiliates, officers, owners, agents, and employees harmless against all direct claims, liabilities, damages, and costs, including reasonable attorneys' fees and associated expenses arising therefrom ("Losses"), caused by or arising out of claims by third parties arising from (i) any breach by Programmer of this Agreement and (ii) the exhibition of the Programming in accordance with this Agreement;

provided, however, that Programmer's indemnification obligations pursuant to this Section 20(a) shall not apply with respect to Losses relating to (w) public performance rights for which Broadcaster is responsible pursuant to Section 12, (x) any material furnished or added by any party other than Programmer after delivery of the Programming to Broadcaster or the Station; (y) alteration of the Programming due to insertion or deletion of any material by any party other than Programmer after delivery of the Programming to Broadcaster or the Station; (z) Broadcaster's failure to comply with applicable law.

(b) By Broadcaster. Broadcaster shall defend, indemnify and hold Programmer and its parent companies, affiliates, officers, directors, agents, and employees harmless against all Losses caused by or arising out of claims by third parties arising from (i) any breach by Broadcaster of this Agreement, (ii) public performance rights in music for which Broadcaster is responsible pursuant to Section 12, (iii) any material furnished or added by any party other than Programmer after delivery of the Programming to Broadcaster or the Station; (iv) alteration of the Programming due to insertion or deletion of any material by any party other than Programmer after delivery of the Programming to Broadcaster or the Station; (v) any programming (including advertisements or other material) broadcast by Broadcaster other than Programming provided by Programmer to Broadcaster and the Station pursuant to the terms of this Agreement.

(c) Indemnification Procedures. In the event of any claim for indemnification, the claiming party shall deliver prompt notice to the indemnifying party of such claim. The indemnifying party shall not settle or compromise any claim by a third party for which such party is entitled to indemnification without the prior consent of the indemnified party, which consent shall not be unreasonably withheld.

**21. Broadcaster's Liability Insurance.** Broadcaster shall, at its expense, secure and maintain in force during the Term hereof a policy of Broadcaster's liability insurance for the Station and standard Errors and Omissions Insurance reasonably acceptable to Programmer, and naming Programmer as an additionally insured thereunder.


**22. Miscellaneous Provisions.** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter hereof, and supersedes all prior agreements, proposals or understandings as to such subject matter. Neither party shall publicly disclose any of the specific terms and conditions of this Agreement. Any waiver of any provision of this Agreement must be in writing and signed by the party alleged to have waived such provision, and any single waiver shall not operate to waive subsequent or other defaults. This Agreement is subject to, and Broadcaster shall ensure compliance with, the Communications Act of 1934, as amended, and the rules, regulations, and policies of the FCC. This Agreement shall be governed by the law of the State of Illinois, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. Broadcaster shall not assign this Agreement without Programmer's prior written consent. The provisions of Sections 20 and 22, and any other provision which by its nature should survive, shall survive expiration or termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

THIS AGREEMENT SHALL NOT BE BINDING UNLESS AND UNTIL SIGNED BY BOTH PARTIES BELOW.

ACCEPTED AND AGREED:

BROADCASTER

By:   
Name: DAVID M. DRUCKER  
Title: Pres.

**Madison Halsted LLC,  
General Partner of MeTV National Limited  
Partnership**  
By: \_\_\_\_\_  
Norman H. Shapiro, President

## **Exhibit A**

### **Exceptions to In-Pattern Broadcast**

1. **Substitutions and Preemptions.** Nothing in this Agreement shall limit Broadcaster's right in good faith (A) to reject or refuse any Programming that Broadcaster reasonably believes to be unsatisfactory or unsuitable, or contrary to the public interest, or (B) to substitute a program that, in Broadcaster's opinion, is of greater local or national importance than a Program. Broadcaster shall have the right to substitute the Programming with the following programming: (X) up to one (1) hour daily of live, locally produced English language news programming; (Y) live English language play-by-play sports programming, maximum one (1) game per week, and (Z) up to twenty (20) additional English language programming hours per year as determined by Broadcaster in its reasonable discretion.
2. **Procedures Relating to Substitution and Preemption.** Broadcaster shall give Programmer written notice of each rejection, refusal or substitution, the identity and length of the programming to be substituted for a Program (the "**Substitute Programming**") and the justification therefor, not later than seventy-two (72) hours after receiving notice of such Program, or as soon thereafter as possible. Programmer reserves the right to request Broadcaster to broadcast said Program (including all national commercial advertisements originally contained therein) in an alternate time period or program stream normally occupied by other Programming and Programmer may license the broadcast rights to such rejected Programming to any other television station or stations located in the Station's DMA or elsewhere should accommodation for clearance not be reached.
3. **Unauthorized Preemptions.** An "**Authorized Preemption**" shall mean any failure by a Station to broadcast any Programming: (A) due to force majeure; (B) pursuant to Section 7; or (C) as otherwise approved by in advance and in writing by Programmer. Any other preemption or failure to broadcast any Programming that is not an Authorized Preemption is an "**Unauthorized Preemption.**" If within any three (3) -month period during the Term, Station makes three (3) or more Unauthorized Preemptions of any Programming, Programmer shall have the right, upon thirty (30) days prior written notice to Broadcaster, to terminate this Agreement.

***Exhibit B***

**Cable and Satellite Systems New Affiliate**

List of all cable and satellite systems on which MeTV will be carried and estimated date of carriage.

***Must carry station Direct TV DISH GCI***

***Exhibit C***

Rev 9.8.14





**Exhibit D**

**(For Primary Stations Only)**

Please designate hours/time periods/dayparts during which your primary station will be airing the MeTV programming stream.

Please also attach a proposed schedule for your MeTV channel.

(ATTACHED)

MONDAY THRU SUNDAY  
6A → 6A  
24 HOURS DAILY



# NETWORK PROGRAM SCHEDULE

EFFECTIVE 7/12/21

ALL TIMES CENTRAL / MOUNTAIN

	MONDAY - FRIDAY	SATURDAY	SUNDAY	
6:00a			Saved by the Bell (E/I)	6:30a
6:30a	Toon In With Me	Popeye and Pink Panther's Party	Saved by the Bell (E/I)	6:30a
7:30p	Leave It to Beaver		Saved by the Bell (E/I)	7:00a
7:30p	Leave It to Beaver	The Tom and Jerry Show	Saved by the Bell (E/I)	4:30a
7:30a			Saved by the Bell (E/I)	8:00a
8:30a	Perry Mason	Bugs Bunny and Friends	Saved by the Bell (E/I)	8:30a
9:00a			The Flintstones	9:00a
9:30a	Matlock	Maverick	The Flintstones	9:30a
10:00a			The Flintstones	8:30p
10:00a	In the Heat of the Night	Wagon Train	The Jetsons	6:30a
10:30a				11:00a
11:00a				8:30p
11:00a	The Waltons	The Big Valley	The Brady Bunch Brunch	12:00p
11:30a				12:30p
12:30p	Gunsmoke	Gunsmoke		1:00p
12:30p			Gilligan's Island	1:30p
1:00p	Bonanza	Bonanza	Gilligan's Island	2:00p
7:30p			Gilligan's Island	2:30p
2:00p	The Rifleman	Rawhide	Mama's Family	3:00p
2:30p	The Rifleman		Mama's Family	3:30p
3:00p		Have Gun, Will Travel	The Love Boat	4:00p
3:30p	Wagon Train	Wanted: Dead or Alive		4:30p
4:00p	Adam-12	The Rifleman		8:30p
4:30p	Adam-12	The Rifleman		8:30p
5:00p	The Addams Family			6:00p
5:30p	Happy Days	The Three Stooges	Columbo	6:30p
6:00p	M*A*S*H			7:30p
6:30a	M*A*S*H			7:30p
7:00p	The Andy Griffith Show		Monk	8:00p
7:30p	The Andy Griffith Show	Svengoolie		8:30p
8:00p	Gomer Pyle, U.S.M.C.	Classic Horror & Sci-Fi Movie	Monk	8:30p
8:30p	Green Acres			8:30p
9:00p	Hogan's Heroes	Star Trek: Original	The Best of the Ed Sullivan Show	8:30p
9:30p	Hogan's Heroes		Carol Burnett and Friends	10:00p
10:00p	Carol Burnett and Friends	Buck Rogers in the 25th Century	The Dick Van Dyke Show	8:30p
10:30p			The Dick Van Dyke Show	11:00p
11:30p	Perry Mason	Kolchak: The Night Stalker	The Honeymooners	11:30p
11:30p	The Twilight Zone		The Twilight Zone	12:00a
12:00a	Alfred Hitchcock Presents	Lost in Space	The Alfred Hitchcock Hour	8:30p
6:30a	Alfred Hitchcock Presents			4:30a
1:00a		Voyage to the Bottom of the Sea	The Fugitive	6:30a
1:30a	Mannix			2:00a
2:00a		Land of the Giants	Mission Impossible	2:30a
2:30a	Cannon			3:00a
3:00a		The Time Tunnel	Peter Gunn	3:30a
3:30a	Barnaby Jones		Peter Gunn	4:30a
4:00a	Highway Patrol (Fri.) Petticoat Junction	The Invaders	Highway Patrol	4:30a
4:30a	Dragnet (Fri.) Petticoat Junction		Dragnet	5:00a
5:00a	Dragnet (Fri.) The Beverly Hillbillies	The Powers of Matthew Star	Dragnet	5:30a
5:30a	My Three Sons (Fri.) The Beverly Hillbillies		My Three Sons	

(E/I) = EDUCATIONAL/INFORMATIONAL

SUBJECT TO CHANGE

## Local MeTV Website

URL: [www.MeTVsoutheastAlaska.com](http://www.MeTVsoutheastAlaska.com)

### Broadcaster Branding Elements

The Local Website shall include the following Broadcaster-specific branding elements:

- The page header of the Local Website shall include Broadcaster's custom MeTV logo.
- Broadcaster may elect to include the logos of Broadcaster's parent or sister station(s) or other Broadcaster web properties in the footer of the Local Website.

### Advertising/Promotional Inventory

Broadcaster maybe entitled to the following advertising and promotional inventory on the Local Website and shall be entitled to retain all revenues derived therefrom.

- Broadcaster-provided above-the-fold banner advertisements on the Local Website. Broadcaster shall provide Programmer with an "ad tag" from Broadcaster's banner provider to enable Programmer to serve Broadcaster's banner ads.

All advertising and promotional content provided by Broadcaster shall be subject to Programmer's approval, which approval may be withheld (by way of example and not of limitation) with respect to advertising or promotional content that Programmer deems to be incompatible or inconsistent with the Network brand or for a product or service that is competitive with the Network.

For the avoidance of doubt, all revenues derived from Programmer-provided advertising or promotional content on the Local Website shall be retained by Programmer.