



July 18, 2017

Elaine Partridge
New Wave Communications
One Montgomery Plaza
Fourth Floor
Sikeston, MO 63801

Dear Elaine:

Please be advised that Victory Television Network, Inc. is now the licensee of station KVTJ, Jonesboro, Arkansas for purposes of the cable television retrans agreement for Kennett, MO system effective 12/15/15.

Any notices should be sent to
Victory Television Network, Inc. (VTN)
PO Box 26207
Little Rock, Arkansas 72221-6207
Attention: Jim Grant

The programming provided by the stations will be unaffected by the change.

Best Regards,

Jim Grant
General Manager

KVTN-DT
Little Rock

P.O. Box 26207, Little Rock, AR 72221-6207 • 501.223.2525 • www.vntv.com

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postage	\$.46
Certified Fee	3.35
Return Receipt Fee (Endorsement Required)	2.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.56

Postmark Here
JUL 18 2017
SUSP AR 72211 USPS

Sent To
Elaine Partridge - New Wave Communications
Street, Apt. No.,
or PO Box No. *One Montgomery Plaza - Fourth Floor*
City, State, ZIP+4 *Sikeston, MO 63801*

PS Form 3800, June 2002 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

*Elaine Partridge
New Wave Communications
One Montgomery Plaza
Fourth Floor
Sikeston, MO 63801*

2. Article Number
(Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

- A. Signature *Amber Young* ☒ Agent ☐ Addressee
- B. Received by (Printed Name) *Amber Young* C. Date of Delivery *7/25/17*
- D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

7003 1010 0001 4404 9279

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-15

June 23, 2010

Telecommunications Management, LLC
d/b/a NewWave Communications
One Montgomery Plaza, 4th Floor
Sikeston, MO 63801

Re: Television Station KVTJ-DT, Jonesboro, Arkansas ("KVTJ")

Gentlemen:

We understand that Telecommunications Management, LLC, d/b/a NewWave Communications ("NewWave") has acquired certain cable systems from Windjammer Communications LLC ("Windjammer"), including without limitation its systems serving Kennett, Missouri (the "Kennett System").

Windjammer is party to a Cable Television Retransmission Agreement (the "Agreement") dated September 24, 2008 with Agape Church, Inc. ("Agape") with respect to retransmission of KVTJ on the Kennett System, which agreement is attached as *Exhibit A* hereto. NewWave and Agape both desire that KVTJ continue to be carried on the Kennett System.

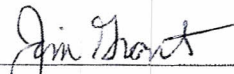
This letter confirms that, effective as of June 1, 2010, NewWave and Agape hereby agree: (i) that New Wave shall be substituted for Windjammer as "Operator" under the Agreement, (ii) that the Agreement shall otherwise remain in full force and effect, without further modification; and (iii) to comply with the terms of the Agreement, as modified by clause (i).

This letter may be executed in multiple counterparts. Please sign below to confirm your agreement with the foregoing.

Very truly yours,

AGAPE CHURCH, INC.

By:


Name: Jim Grant
Title: General Manager

AGREED:

TELECOMMUNICATIONS MANAGEMENT, LLC
d/b/a NEW WAVE COMMUNICATIONS LLC

By:

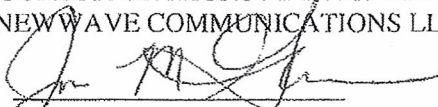

Name: James M. Gleason
Title: President & CEO

EXHIBIT A

See attached Cable Television Retransmission Agreement

CABLE TELEVISION RETRANSMISSION AGREEMENT

CABLE TELEVISION RETRANSMISSION AGREEMENT dated as of September 24, 2008 between Agape Church, Inc., licensee of KVTJ (TV), Jonesboro, Arkansas ("Station"), and Windjammer Communications LLC ("Operator").

The parties, for and in consideration of the rights hereinafter set forth, hereby agrees as follows:

1. RIGHTS

(a) Grant of Rights. During the term of this Agreement, Station hereby grants to Operator the non-exclusive right and license to retransmit the analog and digital versions of Station's signal which has the call letters KVTJ-TV/KVTJ-DT (the "Signal") in the communities set forth on Exhibit A ("Operating Area").

(b) Manner of Carriage. During the term of this Agreement, Operator shall distribute KVTJ on cable channel 11, in accordance with applicable FCC technical standards. Operator shall carry all portions of the analog and/or digital signal as it would be required to carry under the rules and regulations of the FCC if the station were a must-carry station, including, without limitation, the primary video and accompanying audio portion of the Signal in its entirety, as well as line 21 of the Vertical Blanking Interval for closed captioning on the systems set forth on Exhibit A. Operator agrees to maintain a quality of signal processing and transmission for the retransmission of the Station's analog and/or digital signal similar to that provided by Operator for carriage of any other analog and/or digital broadcast signal, but in no event of higher quality than the signal received by Operator at its principal headend.

2. TERM

The term shall commence on the date set forth above and shall continue until December 31, 2011 and shall automatically renew thereafter for subsequent three (3) year periods unless terminated by either party 90 days prior to October 1 in the last year of any term.

3. FEES

Operator shall not pay any fee to Station or any other third party in consideration for the right to carry the Signal or the rights granted herein. Station shall not pay any fee to Operator in consideration for the carriage of the Signal.

4. REPRESENTATIONS, WARRANTIES AND COVENANTS

(a) Station's Representations. Station represents and warrants that: (i) Station is a not-for-profit corporation duly organized, validly existing and in good standing under the laws of the State of Arkansas, (ii) Station has the requisite power and authority to execute and deliver this Agreement and to fully perform its obligations hereunder, and (iii) the individual executing this Agreement on behalf of Station has the authority to do so.

(b) Operator's Representations. Operator represents and warrants that: (i) Operator is duly organized, validly existing and in good standing under the laws of the State of Delaware; (ii) Operator has the requisite power and authority to execute and deliver this Agreement and to fully perform its obligations hereunder; and (iii) the individual executing this Agreement on behalf of Operator has the authority to do so.

5. CONSEQUENTIAL DAMAGES

Neither Station nor Operator shall, for any reason or under any legal theory, be liable to the other or any third party for any special, indirect, incidental or consequential damages or for loss of profits, revenues, data or services, regardless of whether such damages or loss was foreseeable and regardless of whether it was informed or had direct or imputed knowledge of the possibility of such damage or loss in advance.

6. NOTICES

All notices required or permitted to be given pursuant to this Agreement shall be given in writing, shall be transmitted by personal delivery, by registered or certified mail, return receipt requested, postage prepaid by an overnight delivery service or by facsimile or other electronic means and shall be addressed as follows:

When Station is the intended recipient:

Agape Church, Inc.
c/o Victory Television Network
701 Napa Valley Drive
Little Rock, Arkansas 72211
Attention: Jim Grant
Fax No. (501) 221-3827

AND

When Operator is the intended recipient:

Windjammer Communications, LLC
4400 P.G.A. Boulevard, Suite 902
Palm Beach Gardens, FL 33410

Attention: Tim Evard
Fax No. (561) 775-7877

A party may designate a new address to which notices required or permitted to be given pursuant to this Agreement shall thereafter be transmitted by giving written notice to the other party. Each notice transmitted in the manner described in this Section shall be deemed to have been given, received and become effective for all purposes at the time it shall have been (i) delivered to the addresses as indicated by the return receipt the affidavit of the messenger, the records of the overnight delivery service or the answer back or call back or (ii) three days after presented for delivery to the addressee as so indicated during normal business hours, if such delivery shall have been refused for any reason.

7. MISCELLANEOUS

(a) Governing Law. The validity, interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of Arkansas. The respective obligations of the parties under this Agreement are subject to all applicable federal, state and local laws, rules and regulations.

(b) Entire Agreement. This Agreement constitutes the entire contract between the parties with respect to the subject matter hereof and cancels and supersedes all previous or contemporaneous contracts, representations, warranties and understandings (whether oral or written) by or between the parties with respect to the subject matter hereof.

(c) Survival of Representations. All representations and warranties set forth herein shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

(d) Amendments; Modifications. No addition to, and no cancellation, renewal, extension, modification or amendment of, this Agreement shall be binding upon a party unless set forth in a written agreement executed and delivered on behalf of each party by an officer of such party.

(e) Waivers. No waiver of any provision of this Agreement shall be binding upon a party unless such waiver is set forth in a written instrument which is executed and delivered on behalf of such party. No waiver of any right, power or remedy of a party shall be deemed to be a waiver of any other right, power or remedy of such party or shall, except to the extent so waived, impair, limit or restrict the exercise of such right, power or remedy.

(f) Relationship of the Parties. Nothing herein shall be deemed to create any joint venture or agency relationship between the parties, and neither party is authorized to or shall act toward third parties or the public in any manner which would indicate any such relationship with the other.

8. TERMINATION

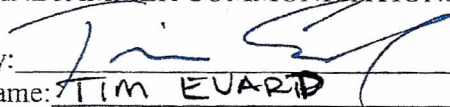
Either party may terminate this Agreement at any time by giving written notice if the other party has made a material misrepresentation or has materially breached its duties or obligations hereunder and such misrepresentation or breach is not cured within thirty (30) days of such notice.

9. FEES AND TAXES

Operator shall be solely responsible for any copyright fees which Operator may incur as the result of carriage of the Signal pursuant to this Agreement. The Station shall not be liable for any federal, state or local taxes, including use, income, excise, franchise or corporate tax or for fees payable to the local franchising authorities, calculated on a portion of the Operator's revenue based upon the System's carriage of the Signal.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the date first above written.

WINDJAMMER COMMUNICATIONS LLC

By: 
Name: TIM EUARD
Title: EVP

AGAPE CHURCH, INC.

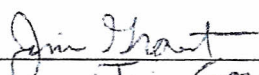
By: 
Name: Jim Grant
Title: General Manager

EXHIBIT A

Operator Name: Windjammer Communications LLC

Address

4400 P.G.A. Boulevard
Suite 902
Palm Beach Gardens, FL 33410

Franchise / Service Area

Kennett, MO
Dunklin County, MO