

GOODMAN

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Accepted / Filed

APR - 6 2015

Federal Communications Commission
Office of the Secretary

April 6, 2015

Ms. Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th Street, SW
Washington, D.C. 20554

Re: WJKS(FM), Canton, New Jersey (Facility ID No. 51136),
FCC File No. BALH-20141229ADG
Notice of Consummation of Assignment

Dear Ms. Dortch:

QC Communications, Inc., by its counsel, hereby notifies the Commission that, on April 2, 2015, the parties consummated the assignment of the license of the above-referenced station from QC Communications, Inc. to Delmarva Broadcasting Company (FRN: 0002211019).

The consummation of the assignment of AM station WFAI, Salem, New Jersey (Facility ID No. 52768), also approved by the Commission (File No. BAL-20141229ADH), will occur at a later date. That station remains licensed to QC Communications Inc.

Should there be any questions concerning this matter, please contact the undersigned.

Respectfully submitted,



Jack N. Goodman

Counsel for QC Communications, Inc.

cc: (by e-mail)

Lisa Scanlan

Konrad Herling

Annette Smith

Marissa G. Repp (Counsel for Delmarva Broadcasting Company)

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Federal Communications Commission
445 12th Street, SW
Washington, D.C. 20554

Attn: Chief, Audio Division
Media Bureau

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APR - 6 2015

Federal Communications Commission
Office of the Secretary

Re: Application for Consent to Assign the Licenses of Radio Stations WJKS (FM), Canton, New Jersey (Facility ID No. 51136) and WFAI(AM), Salem, New Jersey (Facility ID 52768), FCC File Nos. BALH-20141229ADG, BAL-20141229ADH.

Dear Ms. Dortch:

QC Communications, Inc., by its counsel, submits the attached information relating to the above-referenced application for consent to assign broadcast licenses, pursuant to Section 1.65 of the Commission's Rules, 47 CFR § 1.65.

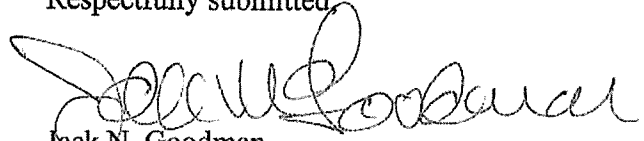
On April 1, 2015, QC Communications, Inc., the proposed assignor, and Delmarva Broadcasting Company, the proposed assignee, entered into a Side Letter concerning the process for closing the transaction. In that Side Letter, a copy of which is attached, the parties agreed to consummate the assignment of FM Station WJKS on April 2, 2015, and to delay consummation of the assignment of AM Station WFAI pending resolution of a zoning matter.

Ms. Marlene H. Dortch
April 6, 2015
Page 2

The Side Letter does not change the underlying terms of the transaction or the total price to be paid to QC Communications, Inc. for the stations.

Should there be any questions concerning this matter, please contact the undersigned.

Respectfully submitted

A handwritten signature in black ink, appearing to read "Jack N. Goodman", written over a horizontal line.

Jack N. Goodman
Counsel for QC Communications, Inc.

Attachment

cc: (by e-mail)

Lisa Scanlan
Konrad Herling
Annette Smith
Marissa G. Repp (Counsel for Delmarva Broadcasting Company)



DELMARVA BROADCASTING COMPANY

April 1, 2015

Via Email at steven@wjks1017.com

Mr. Steven B. Chanin, President
QC Communications Inc.
857 Waverly Street
Palo Alto, CA 94301

Re: WFAI(AM), 1510 kHz, Salem, New Jersey (FCC Fac. ID 52768) ("WFAI")
WJKS(FM), 101.7 MHz, Canton, New Jersey (FCC Fac. ID 51136) ("WJKS")

Dear Steve,

This side letter ("Side Letter") is in regard to that certain Asset Purchase Agreement dated December 15, 2014 (the "Agreement"), by and between QC Communications Inc., a Delaware corporation ("Seller") and Delmarva Broadcasting Company, a Delaware corporation ("Buyer" and together with Seller, the "Parties"). All capitalized terms used in this Side Letter and not otherwise defined herein shall have the meanings given to such terms in the Agreement. Please acknowledge by countersigning this Side Letter the acceptance and agreement of Seller to the terms set forth herein.

1. The Parties shall close the transactions contemplated by the Agreement on or about April 2, 2015, limited to Seller selling, assigning, transferring, conveying and delivering to Buyer, and Buyer purchasing and acquiring from Seller the Station Assets and Assumed Obligations that relate to WJKS (the "WJKS Closing"), excluding those Station Assets and Assumed Obligations that relate to WFAI, which WFAI Station Assets and Assumed Obligations remain subject to the pre-closing provisions of the Agreement.
2. The Revised Closing Statement for the WJKS Closing is as follows:

WJKS Purchase Price	\$2,716,140
Less portion of Escrow Deposit to remain in Escrow per NJ	(\$295,000)
Less portion of Escrow Deposit to be Wired by Escrow Agent to Seller	(\$67,500)
Less credit for Estimated FY2015 Regulatory Fees 10/1/14-12/31/14	(\$642.74)
Plus Buyer's One-Half of Form 314 Filing Fee	\$1,050
Less Buyer Wire to Surety for Greenwich Property	(\$197,232.88)
Plus credit to Seller for Buyer's Costs	\$11,472.88
Net wire from Buyer to Seller at WJKS Closing	\$2,168,287.26

3. The Purchase Price for WFAI (the "WFAI Purchase Price") shall be \$533,860 minus \$21,500 as the credit for unperformed repairs, for a net WFAI Purchase Price of \$512,360. The \$125,000 remaining in the Escrow Fund for WFAI (the "WFAI Deposit") shall be applied to the balance of the WFAI Purchase Price at the closing of the sale of WFAI (the "WFAI Closing") per the Agreement. The Revised Closing Statement for the WFAI Closing is as follows (subject to the Demolition Credit and Zoning Reimbursement specified below):

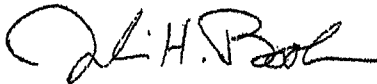
WFAI Gross Purchase Price	\$533,860
Less Credit for Uncompleted Repairs	(\$21,500)
WFAI Net Purchase Price for Closing	\$512,360
Less Buyer Wire to Surety for Mannington Property	(\$201,182.55)
Plus credit to Seller for Buyer's Costs	\$14,882.55
Less WFAI Deposit to be released by Escrow Agent (subject to NJ Bulk Withholding)	(\$125,000)
Net wire from Buyer to Seller at WFAI Closing	\$201,060

4. The Agreement shall be terminable by either Party upon written notice to the other if the WFAI Closing does not occur on or before December 15, 2015, pursuant to Section 10.1(d) of the Agreement.
5. The WFAI Deposit is non-refundable to Buyer and the Parties shall instruct the Escrow Agent to disburse the WFAI Deposit to Seller in the event the Agreement is terminated pursuant to Section 10.1(d) of the Agreement.
6. The Term of the TBA shall continue until the WFAI Closing or termination of the Agreement. The current WFAI main studio and shared equipment will remain at the WFAI studio site during the remaining Term of the TBA. Should the TBA Term extend beyond May 31, 2015, during the remaining Term, Buyer will resume reimbursement of Seller's office rent beginning as of June 1, 2015. From and after the WJKS Closing, for the remaining TBA Term, the Monthly Fee specified in TBA Schedule 1.2 shall be \$1,000 and the Reimbursable Operating Expenses shall relate solely to WFAI.
7. Seller shall take all commercially reasonable steps, including but not limited to, retaining and paying for experienced New Jersey Zoning counsel, towards obtain a Zoning Certificate or Zoning Certification for the WFAI Real Property from the governmental authorities with jurisdiction over the issuance thereof confirming the right of Buyer to continue the current use and occupancy of WFAI thereon (the "WFAI Zoning Certification"), provided that Buyer shall reimburse Seller at the WFAI Closing for one-half of such New Jersey Zoning counsel fees and costs (the "Zoning Reimbursement") in the event the WFAI Zoning Certification is obtained. Buyer shall take all commercially reasonable steps to cooperate with Seller's efforts to obtain the WFAI Zoning Certification.

Mr. Steven Chanin
QC Communications Inc.
April 1, 2014
Page 3

8. Buyer acknowledges that all pre-conditions to Buyer's obligation to perform the WFAI Closing as specified in Article 7 of the Agreement have been met at this time except for obtaining the WFAI Zoning Certification, and that upon the receipt of such WFAI Zoning Certification, the Parties shall be obligated to proceed to the WFAI Closing as soon as possible, and in no event later than 10 business days after such receipt. Buyer agrees that if the WFAI Zoning Certification requires the demolition of either the current WFAI main brick building or the current WFAI transmitter shed, such conditioned WFAI Zoning Certification shall be deemed to meet this remaining closing condition, provided that Buyer receives a credit at the WFAI Closing of \$5,000 (the "Demolition Credit").
9. Upon the execution of this Side Letter by Seller, Seller hereby gives consent under the TBA for Buyer to change as soon as possible the format of WJKS to the format discussed by the Parties.
10. This Side Letter is made subject to and with the benefit of the respective representations and warranties, covenants, terms, conditions, obligations, liabilities and other provisions of the Agreement, which shall survive the execution and delivery of this Side Letter in accordance with the terms of the Agreement.

Sincerely,



Julian H. Booker
President and Chief Operating Officer

APPROVED AND ACCEPTED:

QC Communications Inc.

By



Steven B. Chanin, President