

DECLARATION OF ALAN KORN

I, ALAN KORN, declare and state as follows:

1. I am an attorney licensed to practice law in the State of California, and am legal counsel for Petitioner WRVU Friends and Family. Except as otherwise noted, I have personal knowledge of the facts stated in this Declaration, and if called as a witness I could and would competently testify to them under oath.

2. Attached hereto as **Exhibit A** is a true and correct copy of the “Management and Programming Agreement” between Vanderbilt Student Communications, Inc. (“VSC”) and Nashville Public Radio (“NPR”) dated June 7, 2011, which was submitted to the Commission by VSC’s legal counsel on or about June 7, 2011 pursuant to Section 73.3613 of the Commission Rules.

3. Attached hereto as **Exhibit B** is a true and correct copy of the “Asset Purchase Agreement” between VSC and NPR dated June 7, 2011, which was also submitted to the Commission by VSC’s legal counsel on or about June 7, 2011 pursuant to Section 73.3613 of the Commission Rules.

4. Attached hereto as **Exhibit C** are true and correct copies of Form 323-E Ownership Reports for Non-Commercial Educational Broadcast Stations filed with the Commission by VSC on or about April 1, 2004, March 21, 2006, March 3, 2008, March 2, 2010, September 22, 2010, September 20, 2011 and March 26, 2012, and downloaded from the Commission’s CDBS Public Access website

5. Attached hereto as **Exhibit D** are true and correct copies of Form 316 (Short Form) Ownership Reports filed by VSC on or about August 25, 2010 and August 22, 2011, and downloaded from the Commission’s CDBS Public Access website

6. Attached hereto as **Exhibit E** is a true and correct copy of an article by D. Troop published in *The Chronicle of Higher Education* on June 19, 2011 entitled “Vanderbilt Radio Fans Vow to Fight Sale of Their Station.” This article was downloaded from the URL <http://chronicle.com/article/Vanderbilt-Radio-Fans-Vow-to/127946/> on June 25, 2012

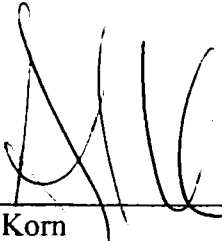
7. Attached hereto as **Exhibit F** is a true and correct copy of an article by Freddie O’Connell published in the *New York Times* on or about June 11, 2011 entitled “The Day The Music Died.” This article was downloaded from the URL <http://www.nytimes.com/2011/06/12/opinion/12oconnell.html> on June 27 2012.

8. Attached hereto as **Exhibit G** is a true and correct copy of an article by Steve Haruch published in the weekly newspaper *Nashville Scene* on June 7, 2012 entitled “A Year After The WRVU Sale. The License Transfer Still Isn't Complete — And The FCC Could Still Intervene.” This article was downloaded from the URL <http://www.nashvillescene.com/nashville/a-year-after-the-wrvu-sale-the-license-transfer-still-isnt-complete-andm-dash-and-the-fcc-could-be-poised-to-intervene/Content?oid=2890560> on June 15, 2012.

9. Attached hereto as **Exhibit H** is a true and correct transcript of a news story by Kim Green broadcast by Nashville Public Radio station *WPLN-FM* on or about June 9, 2012, entitled “WRVU Sale Creates Static.” The attached transcript was downloaded from WPLN’s website at <http://wpln.org/?p=27797> on June 15, 2012.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on this 29th day of June, 2012.



Alan Korn

EXHIBIT A

Management and Programming Agreement

dated June 7, 2011

Law Offices
DONALD E. MARTIN, P.C.
P.O. Box 8433
Falls Church, Virginia 22041
Tel: 703.642.2344 • Fax: 703.642.2357 • Email: dempc@prodigy.net

July 7, 2011

FILED/ACCEPTED

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

JUL 7 2011
Federal Communications Commission
Office of the Secretary

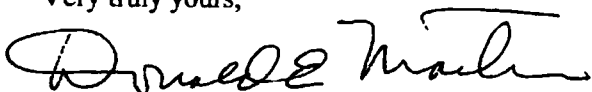
**RE: §73.3613 Filing
Vanderbilt Student Communications, Inc., FRN 0003231925
WFCL(FM), Nashville, Tennessee, Facility ID 69816**

Dear Ms. Dortch:

On behalf of Vanderbilt Student Communications, Inc., licensee of WFCL, I am submitting herewith for the station's ownership file copies of the following recently executed contracts: (1) Management and Programming Agreement and (2) Asset Purchase Agreement. This material is submitted pursuant to §73.3613 of the Commission's rules.

Please contact the undersigned should you have any questions concerning this matter.

Very truly yours,



Donald E. Martin
Counsel for
Vanderbilt Student Communications, Inc.

EMMIT A-1

MANAGEMENT AND PROGRAMMING AGREEMENT

THIS MANAGEMENT AND PROGRAMMING AGREEMENT ("Agreement") is made this 7th day of June, 2011, by and between Vanderbilt Student Communications, Inc. ("Licensee") and Nashville Public Radio ("Manager").

RECITALS

WHEREAS, Licensee is the Federal Communications Commission ("FCC") licensee of noncommercial educational radio station WRVU (FM), 91.1 MHz, Nashville, Tennessee (FIN 69816) and its ancillary services (broadcast auxiliary remote pickups, studio-to-transmitter links, etc.) (the "Station");

WHEREAS, Manager is an experienced noncommercial station broadcaster and the licensee of multiple noncommercial educational FM radio stations, pursuant to authorization of the FCC;

WHEREAS, Licensee and Manager desire that Manager undertake the management, programming and operation of the Station for, and under the supervision of, Licensee;

WHEREAS, Licensee expects that management by Manager will promote quality public radio programming over the facilities of the Station; and

WHEREAS, Licensee and Manager wish to collaborate in ways that will advance the educational objectives of both parties.

NOW, THEREFORE, in consideration of the above recitals and mutual promises and other good consideration, the receipt and sufficiency of which are hereby acknowledged by Licensee and Manager, the parties agree as follows:

AGREEMENT

1. MANAGEMENT

(a) Management and Operation. Manager hereby agrees to manage and operate the Station under the supervision and control of Licensee. As FCC licensee, Licensee shall at all times retain ultimate responsibility for the Station's essential functions, including its programming, finances and Station personnel employed by Licensee. Subject to the foregoing limitations, the management services provided herein shall include certain aspects of the operation and management of the Station, including, but not limited to, the production and acquisition of programming, administration of Station activities, engineering maintenance and support for Station facilities, financial management, accounting services, routine engineering

services, and assisting Licensee's compliance with laws and regulations applicable to the operation of the Station.

(a) **Programming.** Manager will program the Station for 24 hours per day, seven days per week with a classical music public radio station format (the "Programming"). The Programming shall serve the needs and interests of the Station's community of license and further Licensee's educational objectives. Manager will not change the format of the Programming in any material respect without the prior consent of Licensee. The Programming will comply with Licensee's program standards, set forth in Attachment 1, the Communications Act of 1934, as amended, the FCC's rules and all applicable content-related law for broadcast programming. Manager will be responsible for obtaining or maintaining any and all intellectual property rights, including copyright licenses, necessary for the broadcast of the Programming over the Station. Any listener complaints or FCC inquiry concerning the Programming shall be promptly reported to Licensee. Manager and Licensee shall cooperate in preparing and issuing responses to listener complaints. Licensee shall have the right to preempt or reject any Programming if Licensee, in its reasonable judgment, concludes that the Programming does not serve the public interest, or that alternate programming would better address local needs.

(b) **Delivery of Programming.** Manager shall deliver the Programming to the Station at Manager's cost and expense. Manager will be responsible for all costs and expenses incurred in connection with equipment for receiving Programming at the Station, including appropriate equipment for satellite reception, EAS compliance, transmitter remote control and monitoring.

(c) **Expenses.** In addition to bearing its own expenses in connection with its duties hereunder, and in a manner consistent with FCC policies, Manager shall reimburse Licensee for Station actual operating expenses reasonably incurred by Licensee in accordance with the budget set forth in Schedule 1(c), including but not limited to transmitter site lease payments and the cost of maintaining a rule-compliant main studio facility for the Station; provided, however, that Licensee shall bear full responsibility for the hiring, firing and compensation of the Station employees on Licensee's payroll. Licensee shall supervise Manager's financial management of the Station and Licensee shall remain ultimately responsible for the finances of the Station, as required by FCC rules and policies.

2. TERM OF AGREEMENT

(a) This Agreement shall commence on June 8, 2011 (the "Commencement Date") and, unless it expires pursuant to Section 2(b) or is sooner terminated in accordance with Section 3 of this Agreement, shall continue in full force and effect until November 30, 2012 (such period, together with any renewal periods described in the following sentence, is the "Term"). Beginning on December 1, 2012, the Agreement shall automatically renew on a year-to-year basis unless either party provides at least ninety (90) days advance written notice to the other party of its intention to terminate the Agreement.

(b) This Agreement shall automatically expire upon the closing of the sale of the Station license and related Station assets to Manager pursuant to that certain Asset Purchase Agreement dated as of the date hereof (the "Asset Purchase Agreement").

3. TERMINATION

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

(b) Manager may terminate this Agreement: (i) immediately by giving written notice if, in the reasonable good faith discretion of Manager, Licensee unreasonably frustrates or impedes effective management and programming of the Station by Manager; or (ii) if Licensee is in material breach of its obligations under this Agreement and Licensee fails to cure such breach within 30 days of written notice from Manager.

(c) Upon expiration or termination of this Agreement, except for expiration pursuant to Section 2(b), Licensee shall assume complete operational responsibility for the Station, and Manager shall be relieved of all obligations under this Agreement, except for obligations incurred prior to the effective date of the termination. Licensee shall also provide a final accounting pursuant to Section 12 hereof and cooperate with Licensee, providing such assistance as Licensee may reasonably request, to wind up Manager's operation of the Station in an orderly fashion.

4. GRANTS/FUNDRAISING/MARKETING

(a) Grants. Licensee agrees to cooperate with Manager 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 Station, 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 Licensee and intended for the use and benefit of the Station; provided that (1) Manager drafts for Licensee's review and approval all applications or other documentation required by such grants; (2) Manager agrees to the terms and conditions of, and serves as fiscal agent for, such grants; and (3) Manager covers all administrative costs, such as audits or financial reports, required by such grants.

(b) Fundraising. Manager will conduct fundraising activities for the benefit of the Station, including but not limited to membership drives and program underwriting, in such manner as to seek to raise sufficient funds for Manager to professionally manage and operate the Station in continuing consultation with Licensee. Manager 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 73.503(d) of the FCC rules, and with IRS requirements for documenting charitable contributions.

5. LICENSE MAINTENANCE

(a) Licensee, as FCC licensee, has the ultimate responsibility with respect to all activities in connection with FCC license renewals, applications for facility changes and such

other filings and reports as may be required by the FCC. Manager agrees to assist and advise Licensee in such activities and to prepare all necessary documents, filings and reports for the timely review and approval by Licensee in consultation with Licensee's own legal counsel.

(b) Licensee shall be responsible for ascertaining the programming needs of its community of license and maintaining the Station public inspection file in compliance with FCC requirements, provided, however, that Manager shall provide advice and assistance with respect to the ascertainment of programming needs and shall provide Licensee with all relevant documents and information created and/or filed with the FCC during the Term of this Agreement that are required to be placed in the Station public inspection file.

6. RESPONSIBILITY OF FCC LICENSEE

Licensee and Manager acknowledge and agree that the operation of the Station in compliance with all laws, rules, policies and regulations of the FCC is the ultimate responsibility of Licensee, as licensee. Nothing in this Agreement shall be construed as limiting, transferring, assigning or relieving Licensee of such responsibility.

7. STANDARDS OF OPERATION

Manager agrees that it will manage and operate the Station consistent with industry standards for noncommercial educational broadcasting, so that the Station will provide quality service to the public and comply with all legal requirements. Manager further agrees to manage and operate the Station, to the extent reasonably possible, in such a manner allowing the production and acquisition of radio programming of community value, and to combine these programs into a nonprofit radio service of high quality for broadcast to the Nashville area.

8. INSTITUTIONAL COOPERATION

(a) Identification of Licensee. Manager will air station identifications that comply with the FCC's rules at the beginning and end of each time of operation and hourly while the Station is on the air. Manager will identify Licensee as the Station's licensee during each on-air identification, and, as feasible, in marketing or promotional materials that refer to the Station.

(b) Call Letters. The parties agree that the call letters of the Station during the Term of this Agreement shall be WFCL (or, if WFCL is not available, call letters mutually agreed to by the parties other than WRVU). Licensee shall cooperate with Manager to make such timely filings with the FCC as are reasonably necessary to enable the call letters WFCL to be used as of the Commencement Date.

9. REPRESENTATIONS AND WARRANTIES

Manager represents and warrants that it will maintain its organization and operate in accordance with all laws and regulations applicable to nonprofit and non-stock corporations in the state of Tennessee. Manager represents and warrants that it will manage, operate and program the Station in compliance with all applicable laws, rules and policies, including intellectual property law.

10. INSURANCE

(a) During the term of this Agreement and any extensions or renewals thereof, Manager shall obtain insurance policies that insure Manager and its employees, agents and representatives in connection with the management and programming of the Station, including the following types and amounts of insurance for:

- (1) Media liability and errors/omissions insurance - at least \$1,000,000.
- (2) Comprehensive general liability - at least \$1,000,000.
- (3) Workers' compensation - as required by law.

Manager shall make Licensee an additional insured on the insurance policies specified in 10(a)(1) and (2), above.

(b) During the Term of this Agreement and any extensions or renewals thereof, Licensee shall obtain insurance policies that insure Licensee's employees, agents and representatives. Coverage shall include, but not be limited to, media liability covering liability arising out of any programming provided by Licensee; comprehensive general liability insurance; workers compensation insurance covering Licensee employees and agents who may visit the Station premises as needed; and property insurance covering damage to or risk of loss of Station equipment.

11. CONSIDERATION

The parties acknowledge that their respective undertakings and commitments herein, designed to ensure the provision of high quality public radio programming on the Station, and their respective agreements to execute, deliver and perform the Asset Purchase Agreement, constitute sufficient consideration for this Agreement.

12. RECORDS/ACCOUNTING

Manager shall keep financial and accounting records of the Station's activities that are substantially similar in all material respects to such records that Manager maintains for its own stations and make such records, including but not limited to, as applicable, bank records, ledgers, accounts, journals, and audits, available for inspection by representatives of Licensee upon reasonable prior written notice. Within ten (10) business days after reasonable request by Licensee, including in conjunction with periodic financial accounting requirements, Manager shall provide to Licensee a financial report, in a form reasonably acceptable to Licensee, that accounts for all revenues and expenses attributable to the Station. Licensee shall concurrently submit to Manager, and Manager shall promptly pay, an invoice for all Station expenses to be reimbursed to Licensee. In the event of any dispute concerning a reimbursable expense claimed by Licensee, Manager shall escrow the amount claimed by Licensee until the claim is resolved. In the event the parties are unable to resolve the claim between them, they shall submit the matter to a mutually agreeable third party, whose decision shall be binding on both parties. Manager shall cause the operations and records of the Station to be audited periodically by an independent certified public accountant. Manager shall also cooperate with Licensee's auditor as part of any Licensee periodic audit, as may be reasonably requested by Licensee and its auditor,

including permitting ordinary audit procedures to be followed involving the books and records of Manager relating to the Station.

13. RELATIONSHIP

During the term of this Agreement, subject to its terms and conditions, Manager is authorized to hold itself out as the manager and operator of the Station. Manager is hereby authorized in its name to enter into contracts in connection with its operation of the Station in the ordinary course of business. Manager shall be responsible for all contracts and financial obligations that it has entered into on behalf of the Station, and shall include pertinent information regarding such contracts in Manager's financial reports described in Section 12. The relationship between the parties shall be that of independent contractors. Nothing in this Agreement shall be construed to create a partnership or joint venture between them.

14. OVERSIGHT AND CONTROL

Notwithstanding anything in this Agreement to the contrary, Licensee shall retain and exercise oversight and control of the activities and operations of the Station. Without limiting the foregoing, Licensee (through its governing board or the board's designated representative(s)) shall have the right: (a) to promulgate basic Station policies regarding personnel (but only to the extent such personnel are working on matters relating to the Station), finances and programming; (b) to direct the day-to-day activities of Manager's employees working at the Station to the extent necessary for the Station to comply with all legal requirements; (c) to inspect the Station's facilities at any time during operation; (d) to consult with Station management, review FCC-required operating and maintenance records and procedures, and investigate operational complaints; and (e) to require reasonable written reports, in addition to the financial reports described above, no less often than on a yearly basis, including but not limited to, a financial statement of Station revenues and expenses for the year, a summary of the Station's programming service, and personnel actions (including EEO compliance). For purposes of clarity, Licensee shall not have oversight or control of Manager's employees generally, but only to the extent that those employees are working on matters relating to the Station within the scope of this Agreement. The General Manager of Manager shall be responsible for reporting to the Licensee governing board or to the Licensee officer(s) designated by Licensee.

15. NOTICES

Any written notice to any party required or permitted under this Agreement shall be deemed to have been duly given on the date of personal service on or on the date of receipt by the party to whom notice is to be given, and shall be addressed to the addressee at the address stated below, or at the most recent address specified by written notice under this provision.

If to Licensee:

Vanderbilt Student Communications, Inc.
Vanderbilt University
2310 Vanderbilt Place
VU Station B 351669

Nashville, TN 37235-1669
Attn: Mark Wollaeger
Telephone: 615-400-5335
Email: mark.wollaeger@vanderbilt.edu

With a copy to:

Donald Martin, Esquire
Donald E. Martin, P.C.
PO Box 8433
Falls Church, VA 22041
Telephone: (703) 642-2344
Email: dempc@prodigy.et

If to Manager:

Nashville Public Radio
630 Mainstream Drive
Nashville, TN 37228-1204
Attn: Rob Gordon
Telephone: (615) 760-2002
Email: rgordon@wpln.org

With a copy to:

Margaret L. Miller, Esq.
Dow Lohnes PLLC
1200 New Hampshire Avenue, Suite 800
Washington, DC 20036
Telephone: (202) 776-2914
Email: mmiller@dowlohn.com

16. INDEMNIFICATION

Manager agrees to indemnify, defend, and save harmless Licensee from loss, damage, or liability that may be caused by or arise from Manager's management or operation of the Station after this Agreement commences or from any acts or omissions by Manager relating to its obligations under this Agreement. Licensee agrees to indemnify, defend, and save harmless Manager from loss, damage, or liability that may be caused by or arise from Licensee's operation of the Station before this Agreement commences, or related solely to the acts, or failures to act, by Licensee after this Agreement commences, or Licensee's obligations under the Agreement.

17. SEVERABILITY

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.

18. BINDING ON SUCCESSORS

This Agreement may not be assigned by either party without the other party's consent, which may be given or withheld in its sole discretion. Any attempted assignment without such consent shall be cause for immediate termination of the Agreement by the other party.

19. COMPLETE AGREEMENT

This Agreement contains the entire agreement of the parties with respect to the management and operation of the Station 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.

20. GOVERNING LAW

This agreement was made and entered into in the state of Tennessee, and shall be construed in accordance with and governed by the laws of the State of Tennessee. The parties agree that any actions or proceedings arising directly or indirectly from this Agreement shall be litigated only in courts located in Davidson County, Tennessee.

21. ATTORNEYS FEES

In the event of litigation or a similar proceeding between the parties arising from this Agreement, the prevailing party shall be entitled to be reimbursed for all of its reasonable attorneys' fees, including, without limitation, those incurred in each and every action, suit or proceeding, whether in courts of federal or state jurisdiction, and including bankruptcy cases and proceedings, including any and all appeals and petitions wherefrom and all fees and costs incurred.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties to this Agreement have duly executed this Agreement as of the first date set forth above.

VANDERBILT STUDENT COMMUNICATIONS, INC. (LICENSEE)

By:

[Signature]

Title:

Chair, USC Board

NASHVILLE PUBLIC RADIO (MANAGER)

By:

[Signature]

Title:

President

**STATEMENT OF STATION POLICIES OF
LICENSEE**

Vanderbilt Student Communications, Inc. ("Licensee"), Licensee of Radio Station WRVU(FM), Nashville, Tennessee (the "Station"), hereby establishes the following standards, practices, policies and regulations to govern the broadcast of all programming aired over the Station. The following standards, practices and policies are to be adhered to in the preparation, writing, production and broadcasting of all advertisements and programs aired over the Station:

I. No Payola Or "Plugola". The mention of any business activity or "plug" for any commercial, professional or other related endeavor on the Station is prohibited, except where contained in an underwriting message that complies with the requirements of Section 399B of the Communications Act and Section 73.503 of the rules of the Federal Communications Commission ("FCC") and such message contains a sponsorship identification announcement which meets the requirements of Section 317 of the Communications Act and Section 73.1212 of the FCC's rules.

II. No Lotteries. Except as expressly permitted under Section 73.1211 of the FCC's rules, no announcements, messages or programs may be broadcast over the Station (without the express prior written approval of the Licensee) which give any information about or which promote any lotteries or games of chance, including any bingo games and the like, which are to be held by a local church or other non-profit institution or organization. A lottery, for these purposes, is a game or promotion in which a prize is awarded and where the selection of the winner or the amount or nature of the prize is determined in

whole or in part on the basis of chance, and where contestants enter the promotion by paying or promising any form of consideration (e.g., money, substantial time, or substantial energy).

III. Station Identification Announcements Required. A station identification announcement must be broadcast each time the Station goes on the air and when it signs off the air. A station identification announcement must also be broadcast each hour, as close to the top of the hour as feasible, at a natural break in programming, and shall comply with the requirements of Section 73.1201 of the FCC's rules.

IV. Contests and Promotions. In the event that the Programs contain information about any contest that the Manager conducts, the Manager shall comply with Section 73.1216 of the FCC's rules by fully and accurately disclosing the material terms of the contest and by conducting the contest "substantially as announced." No contest description shall be broadcast on the Station where the Manager knows that such description is false, misleading or deceptive with respect to any material term.

V. Obscenity and Indecency Prohibited. No obscene material may be broadcast over the facilities of the Station. No indecent material may be broadcast on the Station during any time when the airing of such programming would be contrary to law or FCC regulations or policies. For these purposes, "indecent" material is defined as language or material that describes sexual or excretory activities or organs in a patently offensive manner, as measured by contemporary community standards for the broadcast medium. Material will be considered obscene if (a) the average person, applying contemporary community standards, would find that the material appeals to the prurient interest, (b) it describes or depicts, in a patently offensive manner, sexual conduct as defined by

applicable state law, and (c) taken as a whole, it lacks serious literary, artistic, political or scientific value.

VI. Advertising. No advertisements as defined by Section 399B of the Communications Act and Section 73.503 of the FCC's rules, shall be broadcast on the Station.

VII. Defamatory Statements Prohibited. No statements known to be libelous or defamatory may be broadcast on the Station. Libel is a false statement of fact about a person, which tends to injure that person's reputation or otherwise cause injury or damages to that person.

VIII. "Equal Time" For Political Candidates. No legally qualified candidate for public office shall be allowed to "use" (as defined in Section 73.1941(b) of the FCC's rules) the Station during his/her campaign without the prior written consent of Licensee, in which case his/her legally qualified opponents must be afforded equal opportunities to appear on the Station.

IX. Sponsorship Identification Announcements. All sponsored programs must (a) contain an announcement stating the fact that the matter broadcast was sponsored, paid for, furnished by, or in support of the Station, and must disclose the true identity of the person or entity on whose behalf payment was made or promised for the broadcast, or (b) otherwise comply with Section 317 of the Communications Act and Section 73.1212 of the FCC's rules. Whenever such a sponsorship identification announcement is required, the announcement must be made both at the beginning and conclusion of each program of over five minutes in length. If a sponsored broadcast is five minutes or less in duration, only one such announcement is required, and it may be made either at the beginning or the conclusion of the broadcast or announcement.

Management and Programming Agreement
Schedule 1(c)

BUDGET

Licensee monthly expenses to be reimbursed by Manager:

\$ 405.00	Transmitter site lease
\$ 500.00	Contract engineer retainer
\$ 30.00	Nitrogen cylinder rental (transmission line)
\$ 300.00	Insurance
\$ 2,500.00	Personnel
\$ 3,735.00 monthly	TOTAL

Licensee shall submit to Manager an invoice for the expenses incurred during the preceding calendar month. Manager shall pay each invoice by the fifth business day following receipt of the invoice. If payment is not received by Licensee by the fifth (5th) day of the month (or if the 5th day is not a business day, by the first business day thereafter), the payment shall be deemed to be late and Manager in default. Late payments will incur a late fee of five percent (5%) of the amount originally due on the invoice.

At Licensee's or Manager's request, the parties shall from time to time review the above Budget amounts if and to the extent that the actual amounts in each designated category change and shall cooperate in good faith and use commercially reasonable efforts to agree upon such adjustments to the Budget as needed to reflect such changes.

EXHIBIT B

Asset Purchase Agreement

dated June 7, 2011

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "**Agreement**") is made as of this 7th day of June, 2011, by and between VANDERBILT STUDENT COMMUNICATIONS, INC., a Tennessee not-for-profit corporation ("**Seller**"), and NASHVILLE PUBLIC RADIO, a Tennessee not-for-profit corporation ("**Buyer**").

WITNESSETH:

WHEREAS, Seller is the Federal Communications Commission ("**FCC**") licensee of non-commercial radio Station WRVU(FM), Channel 216, Facility ID Number 69816, Nashville, Tennessee (the "**Station**");

WHEREAS, contemporaneously with the execution and delivery of this Agreement, Seller and Buyer have entered into a Management Agreement (the "**Management Agreement**") pursuant to which Buyer agrees to provide, until consummation of the transaction contemplated by this Agreement, suitable noncommercial programming for broadcast on the Station and such other management services and facilities as may be required for the operation of the Station in accordance with applicable requirements of the FCC; and

WHEREAS, Seller desires to sell the Station license and related Station assets to Buyer, and Buyer desires to purchase the Station license and related Station assets from Seller, upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, Buyer and Seller, intending to be legally bound, hereby agree as follows:

1. **Assets Transferred.** Subject to the approval of the FCC and to the terms and conditions of this Agreement, Seller agrees to sell and Buyer agrees to purchase the following assets (collectively referred to in this Agreement as the "**Assets**"), and all of which are free and clear of all liens, mortgages and encumbrances of any nature whatsoever, other than Permitted Liens (as defined below):

(a) **FCC Authorizations.** The FCC authorizations issued by the FCC to Seller in connection with the business or operations of the Station, as listed in Schedule 1(a) hereto, together with any additional authorizations or licenses issued by the FCC with respect to the operation of the Station between the date hereof and the Closing Date (the "**FCC Authorizations**");

(b) **Tangible Assets.** The fixed assets and personal property used or useful in the operation of the Station listed in Schedule 1(b) hereto, together with any replacements thereof made between the date of this Agreement and the Closing Date (the "**Tangible Assets**"); and

(c) **Records.** All records required by the FCC to be created and retained by the Station, including the contents of the Station's public inspection file, software, warranties and business records that relate to or affect the Assets or the operation of the Station and that are within Seller's possession and control.

(d) Excluded Assets. Without limiting the foregoing, the Assets shall not include the following excluded assets (“**Excluded Assets**”):

(i) The “WRVU” call sign and all intellectual property rights associated with such call sign, all of Seller’s trademarks, trade names, service marks, internet domain names, website and website content, copyrights, programs and programming material, jingles, slogans, logos, programming information and studies, fundraising and demographic data, and lists of supporters, provided, however, that Seller shall not use the numbers “91” or “91.1” in any description or reference to or branding of Seller’s programming ventures after Closing;

(ii) Any assets located at the current WRVU studio facilities, except those specifically listed in Schedule 1(b);

(iii) All cash, cash equivalents, accounts receivables, or other similar investments of Seller as of the Closing; and

(iv) All Seller’s assets and other property not referenced in *Section 1(a)* to (c) above.

Seller shall convey and transfer to Buyer good and marketable title to the Assets free and clear of liens or encumbrances, except for liens for taxes not yet due and payable and liens that will be released at or prior to Closing (collectively, “**Permitted Liens**”).

2. Consideration.

(a) Purchase Price. The purchase price for the Assets shall be Three Million Three Hundred Fifty Thousand Dollars (\$3,350,000) to be paid by Buyer to Seller in cash at Closing by wire transfer of immediately available funds (the “**Purchase Price**”).

(b) Deposit. Upon Buyer and Seller’s execution and delivery of this Agreement, Buyer shall pay to Seller a cash deposit in the amount of Three Hundred Thousand Dollars (\$300,000) (the “**First Deposit**”). If Buyer has not delivered to Seller the FCC Application Notice (as defined below) on or before the one (1) year anniversary of the date of this Agreement (or, if such date is not a business day, the next business day following such date) Buyer shall pay to Seller an additional cash deposit in the amount of One Hundred Fifty Thousand Dollars (\$150,000) (the “**Second Deposit**”) (the First Deposit and, if applicable, the Second Deposit are referred to collectively as the “**Deposit**”). The entire amount of the Deposit shall be applied as a credit toward Buyer’s payment of the Purchase Price at Closing. Any interest earned on the Deposit shall accrue to Seller.

(c) Prorations and Adjustments. Except to the extent otherwise contemplated by the terms of the Management Agreement, all expenses arising from the operation of the Station prior to the Closing Date, including tower rental, business and license fees, utility charges and similar prepaid and deferred items shall be prorated between Seller and Buyer, as of 11:59 p.m. on the day prior to the Closing Date, in accordance with GAAP and subject to the general principle that Seller shall be responsible for all costs, expenses and liabilities allocable to the Station for the period prior to the Closing Date, and Buyer shall be responsible for all costs, expenses and liabilities allocable to the Station on and after the Closing Date. Insofar as feasible,

prorations under this paragraph shall be determined and paid on the Closing Date. If and to the extent required, a final accounting of prorated items, and the sum due from one party to the other, shall be determined and paid within sixty (60) days after the Closing Date.

3. Liabilities Assumed and Excluded.

(a) Assumed Liabilities. Upon the Closing, Buyer shall assume, pay, and perform the liabilities and obligations of Seller arising on and after the Closing Date under the Meredith Tower Lease, American Tower Lease or Richland Tower Lease, as applicable (each as defined below) and the FCC Authorizations (the "Assumed Liabilities").

(b) Excluded Liabilities. Except for the Assumed Liabilities, Buyer does not assume nor shall Buyer be obligated for any other liabilities, obligations or responsibilities whatsoever of Seller or arising from or related to Seller's operation of the Station through the Closing Date (the "Excluded Liabilities"). Without limiting the generality of the foregoing, Seller shall retain and perform all obligations and liabilities to any employees providing services to the Station incurred on or prior to the Closing Date, including, without limitation, any obligations that may arise as the result of the consummation of the transactions contemplated by this Agreement.

4. Pre-Closing Covenants.

(a) Seller's Pre-Closing Covenants.

(i) From the date of this Agreement to the Closing Date, subject to the terms of the Management Agreement, Seller will continue to operate the Station in the ordinary course of business and will not take any action that could reasonably be expected to have a material adverse effect on the Assets or the Station or Buyer's rights and interests under this Agreement.

(ii) From the date of this Agreement to the Closing Date, Seller will (A) maintain, preserve and keep the Assets and technical facilities of the Station in good repair, working order and condition, reasonable wear and tear excepted; (B) maintain appropriate insurance on the Assets, (C) pay all liabilities and obligations pertaining to the Station, the Assets and technical facilities of the Station that become due and payable in the ordinary course of business, including all taxes, assessments and government charges upon or against the Assets or the technical facilities or operations of the Station; and (D) comply in all material respects with all statutes, rules and regulations applicable to the Assets or the operation of the Station.

(iii) Seller will not, without the prior written consent of Buyer: (A) make any sale, assignment, transfer, or other conveyance of any of the Assets; (B) subject any of the Assets or any part thereof to any mortgage, pledge, security interest, or lien; or (C) enter into any agreement, license, lease or other arrangements with respect to the Station or the Assets, or amend any existing agreements, licenses or leases with respect thereto.

(iv) Seller shall not cause or permit, by any act or failure to act, any of the FCC Authorizations to expire or to be revoked, suspended, or modified, or take any action that could cause the FCC or any other governmental authority to institute proceedings for the

suspension, revocation, or adverse modification of any of the authorizations issued for the operation of the Station. Seller shall not fail to prosecute with reasonable diligence any applications to any governmental authority in connection with the operation of the Station. Without limiting the generality of the foregoing, if the Closing has not occurred prior to the deadline for filing the Station's license renewal application, Seller shall file such application on a timely basis and shall prosecute such application with reasonable diligence.

(v) Seller shall use its commercially reasonable efforts to (A) not default under, or breach any term of, or suffer or permit to exist any condition that, would constitute a default under, the existing unwritten lease for the Station's transmitter site, covering the real property and improvements at 5700 Knob Rd., Nashville, TN (including, but not limited to, the antenna tower, the transmitter building and related easements) ("Existing Site Lease"), and (B) not cause the termination or, without Buyer's prior written consent, which consent shall not be unreasonably withheld, the modification or amendment of the Existing Site Lease. Unless Buyer shall have given its prior written consent, Seller shall not enter into any new contract or incur any obligation that will be binding on Buyer after the Closing.

(vi) Seller shall not take any action that is inconsistent with its obligations under this Agreement, that could reasonably be expected to cause any of its representations or warranties set forth herein to be untrue as of Closing in any material respect, or that could hinder or delay the consummation of the transactions contemplated by this Agreement. Seller shall use its commercially reasonable efforts to cause the transactions contemplated by this Agreement to be consummated in accordance with the terms hereof.

(vii) Notwithstanding any provision of this Agreement or the Management Agreement to the contrary, pending the Closing, Seller shall maintain actual (*de facto*) and legal (*de jure*) control over the Station. Seller shall retain responsibility for the operation of the Station pending the Closing, including responsibility for: control of the daily operation of the Station; creation and implementation of policy decisions; employment and supervision of Seller's employees; and payment of expenses incurred in the operation of the Station prior to the Closing.

(b) Buyer's Pre-Closing Covenants.

(i) Buyer shall use its commercially reasonable efforts to cause the transactions contemplated by this Agreement to be consummated in accordance with the terms hereof.

(ii) Buyer shall not take any action that is inconsistent with its obligations under this Agreement, that could reasonably be expected to cause any of its representations or warranties set forth herein to be untrue as of Closing in any material respect, or that could hinder or delay the consummation of the transactions contemplated by this Agreement.

(c) Joint Covenant. Buyer shall use all commercially reasonable efforts to cause the condition set forth in *Section 11(e)* to be satisfied as promptly as possible following the execution and delivery of this Agreement. Buyer shall keep Seller informed about its efforts and

shall provide such information about those efforts that Seller shall reasonably request. Upon Buyer's reasonable request, Seller shall provide Buyer with such information as Buyer reasonably requires to prepare an FCC application on FCC Form 340 to relocate the Station's transmitter site to one or both of the American Tower Site or the Richland Tower Site and, at Buyer's reasonable request, Seller shall file, or authorize Buyer to file, such application. Buyer and Seller shall cooperate and use all commercially reasonable efforts to obtain a grant of such application or applications as soon as possible. Buyer shall be responsible for the cost of preparing and filing such application.

5. FCC Approval.

(a) FCC Approval Required. Consummation of the sale (the "Closing") is conditioned upon the FCC having given its consent in writing to the assignment from Seller to Buyer of all FCC Authorizations (the "FCC Approval") and said consent having become a "Final Order." For purposes of this Agreement, "Final Order" means an action by the FCC that has not been reversed, stayed, enjoined, set aside, annulled, or suspended, and with respect to which no requests are pending for administrative or judicial review, reconsideration, appeal, or stay, and the time for filing any such requests and the time for the FCC to set aside the action on its own motion have expired.

(b) Filing of FCC Application. At any time following the execution of this Agreement, but in no event later than the date that is eighteen months following the date of this Agreement (or, if such date is not a business day, the next business day following such date), Buyer shall deliver to Seller a notice with respect to the filing of an application for the FCC Approval (the "FCC Application Notice"). The parties shall cooperate in good faith and jointly prepare and file the application for FCC Approval (FCC Form 314) (the "FCC Application") not later than ten (10) business days after Seller's receipt of the FCC Application Notice.

(c) Prosecution of FCC Application. Buyer and Seller shall diligently prosecute the FCC Application and otherwise use their commercially reasonable efforts to obtain the FCC Approval as soon as possible; *provided, however*, neither Buyer nor Seller shall be required to pay consideration to any third party to obtain the FCC Approval. Buyer and Seller each shall oppose any petition to deny or other objections filed with respect to the FCC Application to the extent such petition or objection relates to such party. Each party agrees to comply with any condition imposed on it by the FCC Approval, except that no party shall be required to comply with a condition if (i) the condition was imposed on it as the result of a circumstance the existence of which does not constitute a breach by the party of any of its representations, warranties, or covenants under this Agreement, and (ii) compliance with the condition would have a material adverse effect upon it. Buyer and Seller shall oppose any requests for reconsideration or judicial review of the FCC Approval. If the Closing shall not have occurred for any reason within the original effective period of the FCC Approval, and neither party shall have terminated this Agreement, the parties shall jointly request an extension of the effective period of the FCC Approval. No extension of the FCC Approval shall limit the exercise by either Party of its rights under *Section 19*.

(d) Closing Date and Method. The Closing shall take place on a date (the "Closing Date") set by Buyer with at least five (5) days' prior written notice to Seller, that is

(i) not earlier than the first business day after the FCC Approval is granted, and (ii) not later than ten (10) business days following the date upon which the FCC Approval has become a Final Order, subject to satisfaction or waiver of all other conditions precedent to the holding of the Closing. If Buyer fails to specify the date for Closing prior to the fifth business day after the date upon which the FCC Approval becomes a Final Order, the Closing shall take place on the tenth business day after the date upon which the FCC Approval becomes a Final Order. The Closing will take place by the exchange of documents by email or facsimile or by such other method as Buyer and Seller may select by mutual agreement.

6. Seller's Representations and Warranties. Seller represents and warrants to Buyer as follows:

(a) Organization and Standing. Seller is a not-for-profit corporation legally formed and constituted and in good standing under the laws of the State of Tennessee. Seller possesses all corporate power and authority necessary to own and operate the Assets and Station and execute, deliver and perform this Agreement.

(b) Authorization and Binding Obligation. Seller has obtained the approval of its Board of Directors, members, shareholders or other entities required for authorization of this Agreement and any other approvals required by statute, regulation or as otherwise required by law. The execution, delivery, and performance of this Agreement by Seller have been duly authorized by all necessary actions on the part of Seller. This Agreement has been duly executed and delivered by Seller and constitutes the legal, valid, and binding obligation of Seller, enforceable against Seller in accordance with its terms except as the enforceability of this Agreement may be affected by bankruptcy, insolvency, or similar laws affecting creditors' rights generally and by judicial discretion in the enforcement of equitable remedies.

(c) Current and Valid FCC Authorizations. Schedule 1(a) contains an accurate and complete list in all material respects of the FCC Authorizations as of the date hereof. Seller validly holds all authorizations that are required under the rules and regulations of the FCC for the ownership or operation of the Station. Other than the FCC Authorizations, Seller is not required to hold any license, permit or other authorization from any governmental authority for the lawful conduct of the operation of the Station. No action or proceeding is pending or, to the knowledge of the Seller, threatened, before the FCC or other governmental or judicial body, for the cancellation, suspension or material and adverse modification of FCC Authorizations. To Seller's knowledge, there is no reason to believe that the FCC Authorizations will not be renewed in the ordinary course.

(d) Operation of the Station. Seller (i) is operating the Station in all material respects in compliance with FCC Rules and Regulations, and otherwise in compliance with all applicable local, state and Federal laws, (ii) has filed all tax returns, FCC reports and other documents required to be filed by any governmental authority with respect to the Assets or the Station; (iii) has maintained its local public inspection file in material compliance with FCC requirements, and (iv) has not stored, disposed of nor used, nor has any knowledge that any other party has disposed of or used, any hazardous substance in a manner that is likely to result in liability for Buyer under any applicable law or regulation. The antenna structure owned or used by the Station is in material compliance with the requirements of the FCC and the Federal

Aviation Administration. All material reports and other filings required by the FCC with respect to the FCC Authorizations, Seller, the Assets or the operation of the Station have been timely filed with the FCC, and all such reports and other filings are substantially complete and correct as filed. Seller makes no representation that it will continue to operate the Station on the air following a termination of the Management Agreement pursuant to its terms as a result of a material breach by Buyer, except as may be required to maintain the Station's license. Seller has satisfied all liabilities to or in respect of any employees providing services to the Station, including, without limitation, any obligations relating to compensation or other remuneration, any employee benefit plan or other arrangement providing compensation in excess of salary or hourly wages and the withholding and payment of any related taxes. Seller is not a party to any collective bargaining agreement governing the terms and conditions of employment for any employees providing services to the business.

(e) Absence of Conflicting Agreements. There are no outstanding agreements or understandings for the sale of the Station. Subject to obtaining FCC Approval, the execution, delivery, and performance by Seller of this Agreement and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or both): (i) will not conflict with the organizational documents of the Seller; (ii) will not materially conflict with, result in a breach of, or constitute a default under, any law, judgment, order, injunction, decree, rule, regulation, or ruling of any court or governmental instrumentality applicable to Seller; and (iii) will not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of, any agreement, instrument, license, or permit to which Seller is a party or by which Seller may be bound.

(f) Title to and Condition of Assets. Seller has good and marketable title to the Assets. Schedule 1(b) contains an accurate and complete list in all material respects of the Tangible Assets as of the date hereof. The Tangible Assets listed on Schedule 1(b) constitute all of the assets and properties required for the operation of the Station's transmission facility as currently operated by Seller. The Assets are free of all liens, encumbrances or hypothecations, other than Permitted Liens. All of the Assets are in good operating condition and repair, and have been maintained in accordance with reasonable engineering practice, industry standards, and any standards or guidelines imposed by the FCC. On the Closing Date, each item comprising the Assets shall be in the same operating condition in all material respects as on the date of execution of this Agreement, ordinary wear and tear excepted and except for changes in such condition arising from actions taken by Buyer under the Management Agreement.

(g) Existing Site Lease. The real property leased pursuant to the Existing Site Lease (the "Real Property") and Seller's activities and operations on the Real Property are in material compliance with all applicable environmental laws and regulations and zoning, building and other laws and regulations of all governmental authorities having jurisdiction thereof. The buildings and fixtures used in the operation of the Station on the Real Property are suitable for their intended use as currently used by Seller. To Seller's knowledge, all utilities necessary for Seller's use of the Real Property are installed and in working order and are subject to valid easements. Seller has received no notice that any condemnation proceedings have been instituted or threatened against the Real Property.

(h) Claims and Litigation. There is no judgment outstanding or any claim or litigation or proceeding pending or, to Seller's knowledge, threatened regarding the title or interest of Seller to or in any of the Assets or the Station's operation, or which could prevent or adversely affect the ownership, use, or operation of the Station by Buyer. Except as indicated on Schedule 1(a), there is (i) no complaint or other proceeding pending, outstanding, or to Seller's knowledge threatened, before the FCC as a result of which an investigation, notice of apparent liability or order of forfeiture may be issued from the FCC relating to the Station, (ii) no FCC notice of apparent liability or order of forfeiture pending, outstanding, or to Seller's knowledge threatened, against Seller or the Station, and (iii) no investigation pending, outstanding, or to Seller's knowledge threatened, with respect to any violation or alleged violation of the Communications Act or any FCC rule, regulation or policy by Seller.

(i) Disclaimer. Notwithstanding any provision in this Agreement, including this *Section 6*, to the contrary, Seller shall have no liability or obligation to Buyer if and to the extent any representation or warranty made in this Agreement or in any certificate, document, or other instrument furnished or to be furnished by Seller pursuant hereto is or shall become untrue in any respect as a result of actions taken by Buyer under the Management Agreement.

(j) Disclosure. No representation or warranty made by Seller in this Agreement, or any statement or certificate furnished by, or to be furnished by, Seller to Buyer pursuant hereto, or in connection with the transaction contemplated hereby, contains, or will contain, any untrue statement of a material fact, or omits, or will omit, to state a material fact necessary to make the statements contained therein not misleading.

7. Buyer's Representations and Warranties. Buyer represents and warrants to Seller as follows:

(a) Organization and Standing. Buyer is a not-for-profit corporation legally formed and constituted and in good standing under the laws of the State of Tennessee. Buyer possesses all corporate power necessary to execute, deliver and perform this Agreement and own and operate the Station.

(b) Authorization and Binding Obligation. Buyer has obtained all necessary organizational approvals required for authorization of the Agreement. The execution, delivery, and performance of this Agreement by Buyer have been duly authorized by all necessary actions on the part of Buyer. This Agreement has been duly executed and delivered by Buyer and constitutes the legal, valid, and binding obligation of Buyer, enforceable against Buyer in accordance with its terms except as the enforceability of this Agreement may be affected by bankruptcy, insolvency, or similar laws affecting creditors' rights generally and by judicial discretion in the enforcement of equitable remedies.

(c) Absence of Conflicting Agreements. Subject to obtaining FCC Approval, the execution, delivery, and performance by Buyer of this Agreement and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or both): (i) will not conflict with the Buyer's governing documents; (ii) will not materially conflict with, result in a breach of, or constitute a default under, any law, judgment, order, injunction, decree, rule, regulation, or ruling of any court or governmental instrumentality applicable to Buyer; (iii) will

not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of, any agreement, instrument, license, or permit to which Buyer is a party or by which Buyer may be bound.

(d) Buyer's Qualifications. Buyer is legally, financially and otherwise qualified to be the licensee of and acquire, own and operate the Station under the Communications Act of 1934, as amended, and the rules, regulations and policies of the FCC. Buyer knows of no fact that would, under existing law and the existing rules, regulations, policies and procedures of the FCC disqualify Buyer as assignee of the FCC Authorizations or as the owner and operator of the Station.

(e) Disclosure. No representation or warranty made by Buyer in this Agreement, or any statement or certificate furnished to or to be furnished by the Buyer to Seller pursuant hereto, or in connection with the transactions contemplated hereby contains, or will contain, any untrue statement of a material fact or omits, or will omit, to state a material fact necessary to make the statement contained therein not misleading.

8. Risk of Loss. Risk of loss, damage, or destruction to the Assets to be sold and conveyed hereunder shall be upon the Seller until the Closing Date, and after Closing upon the Buyer. In the event that any such loss, damage or destruction occurring prior to Closing shall be sufficiently substantial so that any representation or warranty of Seller shall not be true and correct in all material respects at Closing (after giving consideration to any repairs, restoration or replacement to occur prior to Closing), Seller shall promptly notify Buyer in writing of the circumstances. Buyer, at any time within ten (10) days after receipt of such notice, may elect by written notice to Seller either to (i) proceed toward consummation of the transactions contemplated by this Agreement in accordance with the terms hereof, and subject to the occurrence of Closing, complete the restoration and replacement of the Assets after Closing, in which event Seller shall deliver to Buyer all insurance proceeds received in connection with such damage, destruction or other event, or (ii) if the cost of such restoration or replacement is greater than Fifty Thousand Dollars (\$50,000.00), terminate this Agreement.

9. Access to Information. Seller shall provide Buyer and its designated representatives access to the Assets and Station's facilities, including the Station's transmitter site, upon reasonable advance notice during normal business hours prior to Closing and at times that will not interfere with the operation of the Station. After execution of this Agreement and until Closing, Seller shall affirmatively and promptly disclose to Buyer any material matters affecting the Assets or operation of the Station of which Seller may become aware, including claims made and contract obligations to be entered into by Seller.

10. Brokers and Expenses. Buyer and Seller each represent and warrant to the other that they are not represented by any broker in connection with the transaction contemplated by this Agreement. Buyer and Seller shall bear their respective costs and expenses for attorneys, accountants and advisors retained by or representing them in connection with their respective negotiation and execution of this Agreement and the performance of their respective obligations hereunder. Seller acknowledges that Buyer, at Buyer's sole cost and expense, may obtain lien, tax and judgment searches with respect to Seller and the Assets.

11. Conditions Precedent to Buyer's Obligation to Close. The obligations of Buyer to purchase the Assets and to otherwise consummate the transactions contemplated by this Agreement are subject to the satisfaction or waiver by Buyer, on or prior to the Closing Date, of each of the following conditions:

(a) The FCC Approval shall have been granted, Seller shall have complied with any conditions imposed on it by the FCC Approval that Seller is obligated to satisfy under the terms of this Agreement, and the FCC Approval shall have become a Final Order.

(b) All representations and warranties of Seller contained in this Agreement shall be true and complete at and as of the Closing Date as if such representations and warranties were made at and as of the Closing Date except for (i) any inaccuracies that in the aggregate could not reasonably be expected to have a material adverse effect on the Assets or the operation of the Station, (ii) any representation or warranty that is expressly stated only as of a specified earlier date, in which case such representation or warranty shall be true as of such earlier date, or (iii) changes in any representation or warranty that result from actions taken by Buyer under the Management Agreement.

(c) Seller shall have performed and complied with in all material respects all agreements, obligations, and conditions required by this Agreement to be performed or complied with by Seller prior to or at the Closing Date, except to the extent any nonperformance or noncompliance results from an act of Buyer under the Management Agreement.

(d) Seller shall hold a valid, current, and unexpired FCC Authorization for the Station.

(e) Buyer shall either have (a) entered into a valid and binding written agreement that grants to Buyer, subject to and upon the Closing, the right to access and use the Real Property on terms and conditions reasonably acceptable to Buyer (the "**Meredith Tower Lease**"), (b) obtained from the FCC a construction permit to relocate the Station's transmitter site to the American Tower, Inc. site located at 3820 Trail Hollow Lane, Whites Creek, TN (36-15-49.6 N 86-47-38.9 W) (the "**American Tower Site**"), and shall have entered into a valid and binding written agreement that grants to Buyer, subject to and upon the Closing, the right to access and use the American Tower Site (the "**American Tower Lease**") on terms and conditions reasonably acceptable to Buyer or (c) obtained from the FCC a construction permit to relocate the Station's transmitter site to the Richland Tower, LLC site located at 3210 Blevins Road, Whites Creek, TN (36-16-4.9 N, 86-47-44.7 W) (the "**Richland Tower Site**"), and shall have entered into a valid and binding written agreement that grants to Buyer, subject to and upon the Closing, the right to access and use the Richland Tower Site (the "**Richland Tower Lease**").

(f) The Assets shall be free and clear of all liens and encumbrances as of Closing, other than Permitted Liens.

(g) Buyer shall have received from Seller the documents and other items to be delivered by Seller pursuant to *Section 14* of this Agreement.

(h) No injunction, restraining order or decree of any nature of any court or governmental authority of competent jurisdiction shall be in effect that restrains or prohibits Buyer from consummating the transactions contemplated by this Agreement.

12. Conditions Precedent to Seller's Obligation to Close. The obligations of Seller to sell the Assets and to otherwise consummate the transactions contemplated by this Agreement are subject to the satisfaction or waiver by Seller, on or prior to the Closing Date, of each of the following conditions:

(a) The FCC Approval shall have been granted and Buyer shall have complied with any conditions imposed on it by the FCC Approval that Buyer is obligated to satisfy under the terms of this Agreement.

(b) All representations and warranties of Buyer contained in this Agreement shall be true and complete at and as of the Closing Date as if such representations and warranties were made at and as of the Closing Date except for (i) any inaccuracies that in the aggregate could not reasonably be expected to have a material adverse effect on Buyer's ability to consummate the transaction contemplated by this Agreement, or (ii) any representation or warranty that is expressly stated only as of a specified earlier date, in which case such representation or warranty shall be true as of such earlier date.

(c) Buyer shall have performed and complied with in all material respects all agreements, obligations, and conditions required by this Agreement to be performed or complied with by Buyer prior to or at the Closing Date.

(d) Seller shall have received from Buyer the documents and other items to be delivered by Buyer pursuant to *Section 13* of this Agreement.

(e) No injunction, restraining order or decree of any nature of any court or governmental authority of competent jurisdiction shall be in effect that restrains or prohibits Seller from consummating the transactions contemplated by this Agreement.

13. Buyer's Performance at Closing. At the Closing, Buyer will deliver to Seller:

(a) the Purchase Price less the Deposit, and

(b) a certificate dated as of the Closing Date, executed on behalf of Buyer by an officer of Buyer, attesting to its fulfillment of the conditions set forth in *Section 12(b) and (c)*.

14. Seller's Performance at Closing. At the Closing, Seller shall deliver to Buyer:

(a) Originals, if available, and otherwise, good quality copies, of the FCC Authorizations for the Station listed on Schedule 1(a), together with such assignments of the same as Buyer may reasonably require,

(b) a certificate dated as of the Closing Date, executed on behalf of Seller by an officer of Seller, attesting to its fulfillment of the conditions set forth in *Section 11(b) and (c)*, and

(c) such assignments and further instruments of conveyance as Buyer may reasonably require to effectuate the assignment from Seller to Buyer of the Station and Assets being conveyed and assigned herein.

15. Survival of Warranties. All representations and warranties made by the parties in this Agreement shall survive the Closing and remain operative in full force and effect for a period of one (1) year (and shall not be deemed merged into any document or instrument executed or delivered at the Closing) after the Closing. All covenants and obligations of the parties in this Agreement that are not performed as of the Closing shall survive the Closing until fully performed.

16. Indemnification.

(a) Indemnification by Seller. Seller shall indemnify and hold harmless Buyer and any of Buyer's officers, trustees, employees, agents, successors and permitted assigns against and in respect of any and all liabilities, obligations, claims, and demands (including reasonable expenses of investigation and attorneys fees) (hereinafter collectively "Claims") arising out of or related to (i) Seller's operation of the Station or ownership of the Assets prior to Closing (including, but not limited to, Claims related to compliance with FCC rules and regulations); (ii) any failure by Seller to perform any covenant or obligation of Seller in this Agreement; (iii) any inaccuracy in or breach of any representation, warranty, or covenant made by Seller herein; and (iv) any Excluded Assets set forth in *Section 1(d)* or Excluded Liabilities.

(b) Indemnification by Buyer. Buyer shall indemnify and hold harmless Seller and any of Seller's officers, trustees, employees, agents, successors and permitted assigns against and in respect of any and all Claims arising or related to (i) Buyer's operation of the Station or ownership of the Assets after the Closing (including, but not limited to, Claims related to compliance with FCC rules and regulations), (ii) any failure by Buyer to perform any covenant or obligation of Seller in this Agreement, including the breach or non-performance by Buyer of the Assumed Liabilities, (iii) any inaccuracy in or breach of any representation, warranty, or covenant made by Buyer herein and (iv) Buyer's operation of the Station under the Management Agreement between the date hereof and the Closing.

(c) The indemnity rights of Buyer and Seller under this *Section 16* with respect to any breach of a representation or warranty by the other party expire upon the expiration of the indemnity period specified in *Section 15* except with respect to any claim for indemnification for which a Claim notice shall have been given prior to the expiration of such indemnity period.

(d) No indemnification shall be required to be made by Seller or Buyer as the case may be, under this *Section 16*, until the aggregate amount of losses of Buyer or Seller as claimant exceeds \$25,000.

17. No Assignment. This Agreement may not be assigned by either party without the other party's prior written consent.

18. Specific Performance. The parties recognize the uniqueness of the Station and the Assets, authorizations, and attributes that are associated with its operation, and for that reason

agree that Buyer shall have the right to specific performance of this Agreement upon default of Seller. Buyer shall therefore be entitled, in addition to any other remedies that may be available, including money damages, to obtain specific performance of the terms of this Agreement. If any action is brought by Buyer to enforce this Agreement, Sellers shall waive the defense that there is an adequate remedy at law.

19. Termination.

(a) Termination by Seller. This Agreement may be terminated by Seller and the purchase and sale of the Assets abandoned, if Seller is not then in material default, upon written notice to Buyer, upon the occurrence of any of the following:

(i) Buyer' Breach. If Buyer is in material breach of its obligations hereunder and Buyer fails to cure such breach within 30 days following notice of such default from Seller.

(ii) Conditions. If, on the date that would otherwise be the Closing Date, any of the conditions precedent to the obligations of Seller set forth in this Agreement have not been satisfied or waived in writing by Seller.

(iii) Judgments. If there shall be in effect on the date that would otherwise be the Closing Date any judgment, decree, or order that would prevent or make unlawful the Closing.

(iv) Failure to Initiate Assignment. If Buyer fails to timely deliver to Seller its notice to proceed with the FCC Application pursuant to Section 5(b) hereof. Such failure shall not be subject to any cure period.

(b) Termination by Buyer. This Agreement may be terminated by Buyer and the purchase and sale of the Station abandoned, if Buyer is not then in material default, upon written notice to Seller, upon the occurrence of any of the following:

(i) Seller's Breach. If Seller is in material breach of its obligations hereunder and Seller fails to cure such breach within 30 days following notice of such default from Buyer.

(ii) Conditions. If, on the date that would otherwise be the Closing Date, any of the conditions precedent to the obligations of Buyer set forth in this Agreement have not been satisfied or waived in writing by Buyer.

(iii) Judgments. If there shall be in effect on the date that would otherwise be the Closing Date any judgment, decree, or order that would prevent or make unlawful the Closing.

(c) Termination by Either Party. This Agreement may be terminated by either party, if the terminating party is not then in material default, upon written notice, if the Closing shall not have occurred within eighteen (18) months after public notice of the FCC's acceptance for filing of the assignment application.

(d) Effect of Termination.

(i) Upon termination: (i) if neither party hereto is in material breach of any provision of this Agreement, the parties hereto shall not have any further liability to each other; except that Seller shall repay the entire amount of the Deposit to Buyer by wire transfer of immediately available funds no later than five (5) business days following Buyer's written notice requesting such payment; or (ii) if either party shall be in material breach of any provision of this Agreement, the other party shall have all rights and remedies available at law or equity, including for Buyer the right of specific performance provided in *Section 19(d)(ii)*. Any and all provisions of this Agreement notwithstanding, neither Seller nor Buyer shall be liable to the other for punitive or consequential damages.

(ii) The parties recognize that if Seller refuses to perform under the provisions of this Agreement or otherwise breaches its obligation to consummate this Agreement, monetary damages alone would not be adequate to compensate Buyer for its injury. Buyer shall therefore be entitled, in addition to any other remedies that may be available (including, without limitation, the immediate return to Buyer of the entire amount of the Deposit), to obtain specific performance of the terms of this Agreement. If any action is brought by Buyer to enforce this Agreement, Seller shall waive the defense that there is an adequate remedy at law.

(iii) Buyer recognizes that if the transaction contemplated by this Agreement is not consummated as a result of Buyer's breach or default, Seller would be entitled to compensation, the extent of which is extremely difficult and impractical to ascertain. If this Agreement is terminated due to the breach or default of Buyer, Seller's sole remedy shall be retention of the entire amount of the Deposit. The parties agree that the amount of the Deposit shall constitute liquidated damages and shall be in lieu of any other remedies to which Seller might otherwise be entitled due to Buyer's wrongful failure to consummate the transaction contemplated by this Agreement.

(iv) In the event of a default by either party that results in a lawsuit or other proceeding for any remedy available under this Agreement, the prevailing party shall be entitled to reimbursement from the other party of its reasonable legal fees and expenses (whether incurred in arbitration, at trial, or on appeal).

(v) The rights and obligations of the parties described in this *Section 19* and *Sections 20 through 27* shall survive any termination.

20. Press Releases and Announcements. Both parties agree that they or their appointed agents shall work jointly and cooperatively in preparing all public announcements and press releases regarding the Agreement. Prior to the Closing, neither Buyer nor Seller shall make any public announcement or issue any press release regarding this Agreement or the transaction contemplated hereby without the prior written consent of the other party. Notwithstanding the foregoing, if the parties have cooperated in good faith and used commercially reasonable efforts to agree upon the timing and content of a joint announcement or release, but cannot reach such agreement, each party may make its own announcement or issue its own release so long as such announcement or release does not conflict with the issuing party's obligations under this

Agreement. Neither Buyer nor Seller shall permit the airing of any remarks about the Agreement or the transaction on the Station without the prior written consent of the other party (except for on-air announcements required by the FCC and such announcements and statements that Buyer determines in good faith are reasonably required in connection with Buyer's solicitation of donations for Buyer's capital campaign for the purchase of the Station).

21. Notices. All notices, demands, and requests required or permitted to be given under the provisions of this Agreement shall be (i) in writing, may be delivered by personal delivery, sent by commercial delivery service or certified mail, return receipt requested, or sent by email (with, if available under email options, a "delivery receipt" and a "read receipt" being requested), (ii) deemed to have been given on the date of actual receipt, which may be presumptively evidenced by the date set forth in the records of any commercial delivery service or on the return receipt, or on the date of the sender's receipt of a "read receipt" from recipient or sender's confirmation by phone of recipient's receipt, and (iii) addressed to the recipient at the address specified below, or with respect to any party, to any other address that such party may from time to time designate in a writing delivered in accordance with this *Section 21*.

If to Seller:

Vanderbilt Student Communications, Inc.
Vanderbilt University
2301 Vanderbilt Place
VU Station B 351669
Nashville, TN 37235-1669
Attn: Mark Wollaeger
Telephone: 615-400-5335
Email: mark.wollaeger@vanderbilt.edu

with a copy to:

Donald Martin, Esquire
Donald E. Martin, P.C.
PO Box 8433
Falls Church, VA 22041
Telephone: (703) 642-2344
Email: dempc@prodigy.net

If to Buyer:

Nashville Public Radio
630 Mainstream Drive
Nashville, TN 37228-1204
Attn: Rob Gordon
Telephone: (615) 760-2002
Email: rgordon@wpln.org

with a copy to:

Margaret L. Miller, Esq.
Dow Lohnes, PLLC
1200 New Hampshire Avenue, Suite 800
Washington, DC 20036
Telephone: (202) 776-2914
Email: mmiller@dowlohn.com

22. Further Assurances. Each of the parties hereto shall execute and deliver to the other party hereto such other instruments as may be reasonably required in connection with the performance of this Agreement.

23. Construction. This Agreement shall be construed and enforced in accordance with the laws of the State of Tennessee. The headings are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement.

24. Entire Agreement. This Agreement and the schedules hereto supersedes all prior agreements and understandings between the parties with respect to the sale and purchase of the Assets to be sold and purchased hereunder and may not be changed or terminated orally, and no attempted change, termination, amendment, or waiver of any of the provisions hereof shall be binding unless in writing and signed by both parties. All schedules attached to this Agreement shall be deemed part of this Agreement and are incorporated herein, where applicable, as if fully set forth herein. This Agreement cannot be amended, supplemented, or modified except by an agreement in writing that makes specific reference to this Agreement or an agreement delivered pursuant hereto, as the case may be, and which is signed by the party against which enforcement of any such amendment, supplement, or modification is sought.

25. Waiver of Compliance. Except as otherwise provided in this Agreement, any failure of any of the parties to comply with any obligation, representation, warranty, covenant, agreement, or condition herein may be waived by the party entitled to the benefits thereof only by a written instrument signed by the party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Whenever this Agreement requires or permits consent by or on behalf of any party hereto, such consent shall be given in writing in a manner consistent with the requirements for a waiver of compliance as set forth in this Section.

26. Severability. In the event that any one or more of the provisions contained in this Agreement or in any other instrument referred to herein, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any other such instrument and this Agreement shall be construed in a manner that, as nearly as possible, reflects the original intent of the parties.

27. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one Agreement. Delivery of counterpart signature

pages may be effected by email of scanned copies of executed signature pages; *provided, however,* that the parties shall promptly arrange to exchange executed original signature pages by personal or commercial overnight delivery.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set for above.

VANDERBILT STUDENT COMMUNICATIONS, INC.

By:

[Handwritten Signature]

Title:

Chair, USC Board

NASHVILLE PUBLIC RADIO

By:

[Handwritten Signature]

Title:

President

Schedule 1(a): FCC Authorizations

WRVU(FM), Nashville, Tennessee

WRVU(FM), Nashville, TN
Facility Identification Number 69816
License
Renewal

Expires August 1, 2012
BMLED-20030214ABG
BRED-20040401ATO

Aural STL WMF711
Aural STL WMF712

According to the Investigations and Hearings Division of the Enforcement Bureau, there are one or more informal complaints currently pending against the Station. Seller is not aware that any complaint had been filed against the Station and is attempting to obtain further information from the Division. Notwithstanding such disclosure or any other provision of the foregoing Asset Purchase Agreement to the contrary, Seller shall be solely responsible for addressing the allegations made in such complaint or complaints and for performing any obligation or liability that may arise from a decision, order or decree issued by the Enforcement Bureau as a result of such complaint or complaints.

Schedule 1(b): Schedule of Tangible Assets

Harris Transmitter	Z5CD	MP03607000001
Harris Exciter	Digit	None
Andrew Dehydrator	MT-300	301MT30018A
Orban Audio Processor	8100A	325087
Bird Watt Meter	Thruline	None
* Moseley STL system	SL9003T1	104528-0942
ERI Antenna	LPX-6E	None
Coaxial Cable - 1 - 5/8"	800 ft	none
STL Antenna	6 ft para-reflector	none
Coaxial Cable - 7/8"	200 ft	none
Kathrein RF Amplifier	8000-960	none
RF Filter	950 MHz cavity	3974
Modulation Monitor	TFT 763	218-2
Stereo Modulation Monitor	TFT 724A	803-26
Remote Control System	RP-8 & RFC-1b	none
Equipment Rack		
Misc repair parts		

* STL transmitter unit is located at the studio

EXHIBIT C

**VSC's Form 323-E Ownership Reports
for Non-Commercial Educational Broadcast Station
for
April 1, 2004 through March 26, 2012**

Federal Communications Commission Washington, D.C. 20554 <p style="text-align: center;">FCC 323-E</p>	Approved by OMB 3060-0084 (June 2002) FOR FCC USE ONLY
<p>Ownership Report For Noncommercial Educational Broadcast Station</p> <p>Read INSTRUCTIONS Before Filling Out Form</p>	FOR COMMISSION USE ONLY FILE NO. BOA - 20040401ATM

Section I - General

1.	Legal Name of the Licensee/Permittee VANDERBILT STUDENT COMMUNICATIONS, INC.		
	Mailing Address 2301 VANDERBILT PLACE VU STATION B 351669		
	City NASHVILLE	State or Country (if foreign address) TN	ZIP Code 37235 - 1669
	Telephone Number (include area code) 6153226610	E-Mail Address (if available) CHRIS.CARROLL@VANDERBILT.EDU	
	FCC Registration Number: 0003231925	Call Sign WRVU	Facility ID Number 69816
2.	Contact Representative (if other than Licensee/Permittee) DONALD MARTIN		
	Firm or Company Name DONALD E. MARTIN, P.C.		
	Telephone Number (include area code) 7036422344	E-Mail Address (if available) DEMPC@PRODIGY.NET	
3.	Name of entity, if other than licensee or permittee, for which report is filed		
	Mailing Address		
	City	State or Country (if foreign address)	ZIP Code
	Telephone Number (include area code)	E-Mail Address (if available)	

Section II - Ownership Information

4.	All of the information furnished in this Report is accurate as of 04/01/2004 (Date must comply with 47 C.F.R. Section 73.3615(d), i.e., information must be current within 60 days of filing of this report, when 4(a) below is checked.)		
	This Report is filed for (check one)		
	a. <input checked="" type="radio"/> Biennial	b. <input type="radio"/> Transfer of Control or Assignment of License/Permit	c. <input type="radio"/> Other
	d. <input type="radio"/> Amendment to pending application		
	for the following stations:		

EXHIBIT C-1

[Enter Station Information]

Station List

This Report is filed for the following stations:

Call Letters	Facility ID Number	Location (City/State)	Class of service
WRVU	69816	NASHVILLE TN	FM

5. List all contracts and other instruments required to be filed by 47 C.F.R. Section 73.3613. (Only licensees, permittees, or a reporting entity with a majority interest in or that otherwise exercises de facto control over the subject licensee or permittee shall respond.)

[Enter Contract/Instrument Information]

Contracts/Instruments Information

List all contracts and other instruments required to be filed by 47 C.F.R. Section 73.3613. (Only licensees, permittees, or a reporting entity with a majority interest in or that otherwise exercises de facto control over the subject shall respond.)

Description of Contract or Instrument	Name of person or organization with whom contract is made	Date of Execution	Date of Expiration
BYLAWS	CORPORATE INTERNAL	04/03/2002	NONE

6. Is the governing board directly or indirectly under the control of another entity? Yes No
If Yes, is a separate FCC Form 323-E submitted for such entity? Yes No

7. List officers, members of governing board, and holders of 1% or more ownership interest, if any. Use one column for each individual or entity. Attach supplemental pages, if necessary.

[Enter Owner Information]

Owner Information

List officers, members of governing board, and holders of 1% or more ownership interest, if any. Use one column for each individual or entity. Attach supplemental pages if necessary.

(Read carefully - The numbered items below refer to line numbers in the following table.)

- a. Name and address of officer, member of governing board, and holders of 1% or more ownership interest (if other than individual also show name, address and citizenship of natural person authorized to vote the interest). List officers first, then board members, and thereafter, holders of 1% or more ownership interest, if any.
- b. Citizenship.
- c. Office held.
- d. Percent of interest held.
- e. Principal profession or occupation.
- f. By whom appointed or elected.
- g. Existing interests in any other broadcast station, including the nature and size of such interests.

a. Name and Address.	JOHN M. SLOOP, 517 STACY SQUARE TERRACE COURT, NASHVILLE, TN 37221
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EXHIBIT C-2

b. Citizenship.	US
c. Office held.	CHAIRMAN, DIRECTOR
d. Percent of interest held.	12.50
e. Principal profession or occupation.	PROFESSOR
f. By whom appointed or elected.	BOARD OF DIRECTORS
g. Existing interests	NONE

a. Name and Address.	THOMAS MCGINN, 2933 POLO CLUB ROAD, NASHVILLE, TN 37221
b. Citizenship.	US
c. Office held.	DIRECTOR
d. Percent of interest held.	12.50
e. Principal profession or occupation.	PROFESSOR
f. By whom appointed or elected.	BOARD OF DIRECTORS
g. Existing interests	NONE

a. Name and Address.	BRAD VIVIAN, 320 OLD HICKORY BLVD., NASHVILLE, TN 37221
b. Citizenship.	US
c. Office held.	DIRECTOR
d. Percent of interest held.	12.50
e. Principal profession or occupation.	PROFESSOR
f. By whom appointed or elected.	BOARD OF DIRECTORS
g. Existing interests	NONE

a. Name and Address.	ANDREW BONDERUD, 2903 JOHNSON ROAD, GERMANTOWN, TN 38139
b. Citizenship.	US
c. Office held.	DIRECTOR
d. Percent of interest held.	12.50
e. Principal profession or occupation.	STUDENT
f. By whom appointed or elected.	BOARD OF DIRECTORS
g. Existing interests	NONE

a. Name and Address.	TIM BOYD, 44 COLLINGWOOD AVE., LONDON. UK
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b. Citizenship.	UK
c. Office held.	DIRECTOR
d. Percent of interest held.	12.50
e. Principal profession or occupation.	STUDENT
f. By whom appointed or elected.	BOARD OF DIRECTORS
g. Existing interests	NONE

a. Name and Address.	JENNIFER CARLISLE, 3723 FLOWOOD DRIVE, FLOWOOD, MS 39232
b. Citizenship.	US
c. Office held.	DIRECTOR
d. Percent of interest held.	12.50
e. Principal profession or occupation.	STUDENT
f. By whom appointed or elected.	BOARD OF DIRECTORS
g. Existing interests	NONE

a. Name and Address.	JODI EDELSTEIN, 1 AVERY STREET, #24C, BOSTON, MA 02111
b. Citizenship.	US
c. Office held.	DIRECTOR
d. Percent of interest held.	12.50
e. Principal profession or occupation.	STUDENT
f. By whom appointed or elected.	BOARD OF DIRECTORS
g. Existing interests	NONE

a. Name and Address.	JAY WILLIAMS, 500 JACKSON STREET, NO. 907, DAPHNE, AL 36526
b. Citizenship.	US
c. Office held.	DIRECTOR
d. Percent of interest held.	12.50
e. Principal profession or occupation.	STUDENT
f. By whom appointed or elected.	BOARD OF DIRECTORS
g. Existing interests	NONE

a. Name and Address.	CHRIS CARROLL. 8110 HILLDALE DRIVE. BRENTWOOD. TN 37027
b. Citizenship.	US
c. Office held.	DIRECTOR OF STUDENT MEDIA
d. Percent of interest held.	0.00
e. Principal profession or occupation.	EDUCATOR
f. By whom appointed or elected.	BOARD OF DIRECTORS
g. Existing interests	NONE

a. Name and Address.	JEFF BREAUX. 1012A CLIFTON LANE, NASHVILLE, TN 37204
b. Citizenship.	US
c. Office held.	SECRETARY
d. Percent of interest held.	0.00
e. Principal profession or occupation.	EDUCATOR
f. By whom appointed or elected.	BOARD OF DIRECTORS
g. Existing interests	NONE

SECTION III - CERTIFICATION

I certify that I am DIRECTOR OF STUDENT MEDIA

(Official Title)

of VANDERBILT STUDENT COMMUNICATIONS, INC.

(Exact legal title or name of respondent)

and that I have examined this Report and that to the best of my knowledge and belief, all statements in this Report are true, correct and complete.

(Date of certification must be within 60 days of the date shown in Question 4, Section II and in no event prior to that date.)

Signature CHRIS CARROLL	Date 04/01/2004
Telephone Number of Respondent (Include area code) 6153226610	

WILLFUL FALSE STATEMENTS ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

Exhibits

EXHIBIT C-6

Federal Communications Commission Washington, D.C. 20554 FCC 323-E	Approved by OMB 3060-0084 (June 2002)	FOR FCC USE ONLY
Ownership Report For Noncommercial Educational Broadcast Station Read INSTRUCTIONS Before Filling Out Form		FOR COMMISSION USE ONLY FILE NO. BOA - 20060321ADA

Section I - General

1.	Legal Name of the Licensee/Permittee VANDERBILT STUDENT COMMUNICATIONS, INC.		
	Mailing Address 2301 VANDERBILT PLACE VU STATION B 351669		
	City NASHVILLE	State or Country (if foreign address) TN	ZIP Code 37235 - 1669
	Telephone Number (include area code) 6153223484	E-Mail Address (if available) JIM.HAYES@VANDERBILT.EDU	
	FCC Registration Number: 0003231925	Call Sign WRVU	Facility ID Number 69816
2.	Contact Representative (if other than Licensee/Permittee) JIM HAYES		Firm or Company Name VANDERBILT STUDENT COMMUNICATIONS, INC.
	Telephone Number (include area code) 6153223484	E-Mail Address (if available) JIM.HAYES@VANDERBILT.EDU	
3.	Name of entity, if other than licensee or permittee, for which report is filed		
	Mailing Address		
	City	State or Country (if foreign address)	ZIP Code
	Telephone Number (include area code)	E-Mail Address (if available)	

Section II - Ownership Information

4.	All of the information furnished in this Report is accurate as of 04/01/2006 <i>(Date must comply with 47 C.F.R. Section 73.3615(d), i.e., information must be current within 60 days of filing of this report, when 4(a) below is checked.)</i>
	This Report is filed for <i>(check one)</i>
	a. <input checked="" type="radio"/> Biennial b. <input type="radio"/> Transfer of Control or Assignment of License/Permit c. <input type="radio"/> Other
	d. <input type="radio"/> Amendment to pending application
	for the following stations:
	[Enter Station Information]

EXHIBIT C-7

Station List

This Report is filed for the following stations:

Call Letters	Facility ID Number	Location (City/State)	Class of service
WRVU	69816	NASHVILLE TN	FM

5. List all contracts and other instruments required to be filed by 47 C.F.R. Section 73.3613. (Only licensees, permittees, or a reporting entity with a majority interest in or that otherwise exercises de facto control over the subject licensee or permittee shall respond.)

[Enter Contract/Instrument Information]

Contracts/Instruments Information

List all contracts and other instruments required to be filed by 47 C.F.R. Section 73.3613. (Only licensees, permittees, or a reporting entity with a majority interest in or that otherwise exercises de facto control over the subject shall respond.)

Description of Contract or Instrument	Name of person or organization with whom contract is made	Date of Execution	Date of Expiration
BYLAWS	CORPORATE INTERNAL	04/03/2002	NONE

6. Is the governing board directly or indirectly under the control of another entity? Yes No
 If Yes, is a separate FCC Form 323-E submitted for such entity? Yes No

7. List officers, members of governing board, and holders of 1% or more ownership interest, if any. Use one column for each individual or entity. Attach supplemental pages, if necessary.

[Enter Owner Information]

Owner Information

List officers, members of governing board, and holders of 1% or more ownership interest, if any. Use one column for each individual or entity. Attach supplemental pages if necessary.

(Read carefully - The numbered items below refer to line numbers in the following table.)

- a. Name and address of officer, member of governing board, and holders of 1% or more ownership interest (if other than individual also show name, address and citizenship of natural person authorized to vote the interest). List officers first, then board members, and thereafter, holders of 1% or more ownership interest, if any.
- b. Citizenship.
- c. Office held.
- d. Percent of interest held.
- e. Principal profession or occupation.
- f. By whom appointed or elected.
- g. Existing interests in any other broadcast station, including the nature and size of such interests.

a. Name and Address.	BRAD VIVIAN, BOX 1505 B, NASHVILLE, TN 37235
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EXHIBIT C-8

b. Citizenship.	US
c. Office held.	CHAIRMAN, DIRECTOR
d. Percent of interest held.	12.50
e. Principal profession or occupation.	PROFESSOR
f. By whom appointed or elected.	BOARD OF DIRECTORS
g. Existing interests	NONE

a. Name and Address.	ANDY DOZIER, BOX 1824-B, NASHVILLE, TN 37235
b. Citizenship.	US
c. Office held.	DIRECTOR
d. Percent of interest held.	12.50
e. Principal profession or occupation.	PROFESSOR
f. By whom appointed or elected.	BOARD OF DIRECTORS
g. Existing interests	NONE

a. Name and Address.	BRUCE BARRY, BOX 1669, STATION B, NASHVILLE, TN 37235
b. Citizenship.	US
c. Office held.	DIRECTOR
d. Percent of interest held.	12.50
e. Principal profession or occupation.	PROFESSOR
f. By whom appointed or elected.	BOARD OF DIRECTORS
g. Existing interests	NONE

a. Name and Address.	ANNE MALINEE, BOX 1669, STATION B, NASHVILLE, TN 37235
b. Citizenship.	US
c. Office held.	DIRECTOR
d. Percent of interest held.	12.50
e. Principal profession or occupation.	STUDENT
f. By whom appointed or elected.	BOARD OF DIRECTORS
g. Existing interests	NONE

a. Name and Address.	MIKE BURNS, BOX 2701, STATION B, NASHVILLE, TN 37235
b. Citizenship.	US

EXHIBIT C-9

c. Office held.	DIRECTOR
d. Percent of interest held.	12.50
e. Principal profession or occupation.	STUDENT
f. By whom appointed or elected.	BOARD OF DIRECTORS
g. Existing interests	NONE

a. Name and Address.	GOSHA KUCHUA, BOX 4246, STATION B, NASHVILLE, TN 37235
b. Citizenship.	US
c. Office held.	DIRECTOR
d. Percent of interest held.	12.50
e. Principal profession or occupation.	STUDENT
f. By whom appointed or elected.	BOARD OF DIRECTORS
g. Existing interests	NONE

a. Name and Address.	CHRISTINA ENGLAND, BOX 0964, STATION B, NASHVILLE, TN 37235
b. Citizenship.	US
c. Office held.	DIRECTOR
d. Percent of interest held.	12.50
e. Principal profession or occupation.	STUDENT
f. By whom appointed or elected.	BOARD OF DIRECTORS
g. Existing interests	NONE

a. Name and Address.	DAVID FATOUHI, BOX 1144, STATION B, NASHVILLE, TN 37235
b. Citizenship.	US
c. Office held.	DIRECTOR
d. Percent of interest held.	12.50
e. Principal profession or occupation.	STUDENT
f. By whom appointed or elected.	BOARD OF DIRECTORS
g. Existing interests	NONE

a. Name and Address.	CHRIS CARROLL, 8110 HILLDALE DRIVE, BRENTWOOD, TN 37027

EXHIBIT C-16

b. Citizenship.	US
c. Office held.	DIRECTOR OF STUDENT MEDIA
d. Percent of interest held.	0.00
e. Principal profession or occupation.	EDUCATOR
f. By whom appointed or elected.	BOARD OF DIRECTORS
g. Existing interests	NONE

a. Name and Address.	PAIGE CLANCY, BOX 1669, STATION B. NASHVILLE, TN 37235
b. Citizenship.	US
c. Office held.	SECRETARY
d. Percent of interest held.	0.00
e. Principal profession or occupation.	EDUCATOR
f. By whom appointed or elected.	BOARD OF DIRECTORS
g. Existing interests	NONE

SECTION III - CERTIFICATION

I certify that I am ASSISTANT DIRECTOR OF STUDENT MEDIA

(Official Title)

of VANDERBILT STUDENT COMMUNICATIONS, INC.

(Exact legal title or name of respondent)

and that I have examined this Report and that to the best of my knowledge and belief, all statements in this Report are true, correct and complete.

(Date of certification must be within 60 days of the date shown in Question 4, Section II and in no event prior to that date.)

Signature JIM HAYES	Date 03/21/2006
Telephone Number of Respondent (Include area code) 61532234	

WILLFUL FALSE STATEMENTS ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

EXHIBIT C-11

Exhibits

EXHIBIT C-12

Federal Communications Commission Washington, D.C. 20554 <p style="text-align: center;">FCC 323-E</p>	Approved by OMB 3060-0084 (June 2002) FOR FCC USE ONLY
<p style="text-align: center;">Ownership Report For Noncommercial Educational Broadcast Station</p> <p style="text-align: center;">Read INSTRUCTIONS Before Filling Out Form</p>	FOR COMMISSION USE ONLY FILE NO. BOA - 20080303ACM

Section I - General

1.	Legal Name of the Licensee/Permittee VANDERBILT STUDENT COMMUNICATIONS, INC.		
	Mailing Address 2301 VANDERBILT PLACE VU STATION B 351669		
	City NASHVILLE	State or Country (if foreign address) TN	ZIP Code 37235 - 1669
	Telephone Number (include area code) 6153223484	E-Mail Address (if available) JIM.HAYES@VANDERBILT.EDU	
	FCC Registration Number: 0003231925	Call Sign WRVU	Facility ID Number 69816
2.	Contact Representative (if other than Licensee/Permittee) JIM HAYES		Firm or Company Name VANDERBILT STUDENT COMMUNICATIONS, INC.
	Telephone Number (include area code) 6153223484	E-Mail Address (if available) JIM.HAYES@VANDERBILT.EDU	
3.	Name of entity, if other than licensee or permittee, for which report is filed		
	Mailing Address		
	City	State or Country (if foreign address)	ZIP Code
	Telephone Number (include area code)	E-Mail Address (if available)	

Section II - Ownership Information

4.	<p>All of the information furnished in this Report is accurate as of 03/03/2008 (Date must comply with 47 C.F.R. Section 73.3615(d), i.e., information must be current within 60 days of filing of this report, when 4(a) below is checked.)</p> <p>This Report is filed for (check one)</p> <p>a. <input checked="" type="radio"/> Biennial b. <input type="radio"/> Transfer of Control or Assignment of License/Permit c. <input type="radio"/> Other</p> <p>d. <input type="radio"/> Amendment to pending application</p> <p>for the following stations:</p> <p>[Enter Station Information]</p>
----	---

EXHIBIT C-13

Station List

This Report is filed for the following stations:

Call Letters	Facility ID Number	Location (City/State)	Class of service
WRVU	69816	NASHVILLE TN	FM

5. List all contracts and other instruments required to be filed by 47 C.F.R. Section 73.3613. (Only licensees, permittees, or a reporting entity with a majority interest in or that otherwise exercises de facto control over the subject licensee or permittee shall respond.)

[Enter Contract/Instrument Information]

Contracts/Instruments Information

List all contracts and other instruments required to be filed by 47 C.F.R. Section 73.3613. (Only licensees, permittees, or a reporting entity with a majority interest in or that otherwise exercises de facto control over the subject shall respond.)

Description of Contract or Instrument	Name of person or organization with whom contract is made	Date of Execution	Date of Expiration
BYLAWS	CORPORATE INTERNAL	09/20/2006	NONE

6. Is the governing board directly or indirectly under the control of another entity? Yes No
 If Yes, is a separate FCC Form 323-E submitted for such entity? Yes No

7. List officers, members of governing board, and holders of 1% or more ownership interest, if any. Use one column for each individual or entity. Attach supplemental pages, if necessary.

[Enter Owner Information]

Owner Information

List officers, members of governing board, and holders of 1% or more ownership interest, if any. Use one column for each individual or entity. Attach supplemental pages if necessary.

(Read carefully - The numbered items below refer to line numbers in the following table.)

- a. Name and address of officer, member of governing board, and holders of 1% or more ownership interest (if other than individual also show name, address and citizenship of natural person authorized to vote the interest). List officers first, then board members, and thereafter, holders of 1% or more ownership interest, if any.
- b. Citizenship.
- c. Office held.
- d. Percent of interest held.
- e. Principal profession or occupation.
- f. By whom appointed or elected.
- g. Existing interests in any other broadcast station, including the nature and size of such interests.

a. Name and Address.	BRUCE BARRY, BOX 1669, STATION B, NASHVILLE, TN
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EXHIBIT C-14

	37235-1669
b. Citizenship.	US
c. Office held.	CHAIRMAN, DIRECTOR
d. Percent of interest held.	12.50
e. Principal profession or occupation.	PROFESSOR
f. By whom appointed or elected.	BOARD OF DIRECTORS
g. Existing interests	NONE

a. Name and Address.	STEFANIE LINDQUIST, BOX 1669, STATION B, NASHVILLE, TN 37235
b. Citizenship.	US
c. Office held.	DIRECTOR
d. Percent of interest held.	12.50
e. Principal profession or occupation.	PROFESSOR
f. By whom appointed or elected.	BOARD OF DIRECTORS
g. Existing interests	NONE

a. Name and Address.	KEVIN LEANDER, BOX 1669, STATION B, NASHVILLE, TN 37235
b. Citizenship.	US
c. Office held.	DIRECTOR
d. Percent of interest held.	12.50
e. Principal profession or occupation.	PROFESSOR
f. By whom appointed or elected.	BOARD OF DIRECTORS
g. Existing interests	NONE

a. Name and Address.	ALLISON SMITH, BOX 1669, STATION B, NASHVILLE, TN 37235
b. Citizenship.	US
c. Office held.	DIRECTOR
d. Percent of interest held.	12.50
e. Principal profession or occupation.	STUDENT
f. By whom appointed or elected.	BOARD OF DIRECTORS
g. Existing interests	NONE

EXHIBIT C-15

a. Name and Address.	DOUGLAS KURDZIEL, STATION B, NASHVILLE, TN 37235
b. Citizenship.	US
c. Office held.	DIRECTOR
d. Percent of interest held.	12.50
e. Principal profession or occupation.	STUDENT
f. By whom appointed or elected.	BOARD OF DIRECTORS
g. Existing interests	NONE

a. Name and Address.	KATHERINE MILLER, BOX 1669, STATION B, NASHVILLE, TN 37235
b. Citizenship.	US
c. Office held.	DIRECTOR
d. Percent of interest held.	12.50
e. Principal profession or occupation.	STUDENT
f. By whom appointed or elected.	BOARD OF DIRECTORS
g. Existing interests	NONE

a. Name and Address.	MICHAEL WARREN, STATION B BOX 1669, NASHVILLE, TN 37235
b. Citizenship.	US
c. Office held.	DIRECTOR
d. Percent of interest held.	12.50
e. Principal profession or occupation.	STUDENT
f. By whom appointed or elected.	BOARD OF DIRECTORS
g. Existing interests	NONE

a. Name and Address.	ELIZABETH RHYSE NANCE, BOX 1669, STATION B, NASHVILLE, TN 37235
b. Citizenship.	US
c. Office held.	DIRECTOR
d. Percent of interest held.	12.50
e. Principal profession or occupation.	STUDENT
f. By whom appointed or elected.	BOARD OF DIRECTORS
g. Existing interests	NONE

EXHIBIT C-16

a. Name and Address.	CHRIS CARROLL, 8110 HILLDALE DRIVE, BRENTWOOD, TN 37027
b. Citizenship.	US
c. Office held.	DIRECTOR OF STUDENT MEDIA
d. Percent of interest held.	0.00
e. Principal profession or occupation.	EDUCATOR
f. By whom appointed or elected.	BOARD OF DIRECTORS
g. Existing interests	NONE

a. Name and Address.	PAIGE CLANCY, BOX 1669, STATION B, NASHVILLE, TN 37235
b. Citizenship.	US
c. Office held.	SECRETARY
d. Percent of interest held.	0.00
e. Principal profession or occupation.	EDUCATOR
f. By whom appointed or elected.	BOARD OF DIRECTORS
g. Existing interests	NONE

a. Name and Address.	
b. Citizenship.	
c. Office held.	
d. Percent of interest held.	
e. Principal profession or occupation.	
f. By whom appointed or elected.	
g. Existing interests	

SECTION III - CERTIFICATION

I certify that I am ASSISTANT DIRECTOR OF STUDENT MEDIA

(Official Title)

of VANDERBILT STUDENT COMMUNICATIONS, INC.

EXHIBIT C-17

(Exact legal title or name of respondent)

and that I have examined this Report and that to the best of my knowledge and belief, all statements in this Report are true, correct and complete.

(Date of certification must be within 60 days of the date shown in Question 4, Section II and in no event prior to that date.)

Signature JIM HAYES	Date 03/03/2008
Telephone Number of Respondent (Include area code) 6153223484	

WILLFUL FALSE STATEMENTS ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

Exhibits

EXHIBIT C-18

Federal Communications Commission Washington, D.C. 20554 <p style="text-align: center;">FCC 323-E</p>	Approved by OMB 3060-0084 (June 2002)	FOR FCC USE ONLY
Ownership Report For Noncommercial Educational Broadcast Station Read INSTRUCTIONS Before Filling Out Form		FOR COMMISSION USE ONLY FILE NO. BOA - 20100302AAQ

Section I - General

1.	Legal Name of the Licensee/Permittee VANDERBILT STUDENT COMMUNICATIONS, INC.		
	Mailing Address 2301 VANDERBILT PLACE VU STATION B 351669		
	City NASHVILLE	State or Country (if foreign address) TN	ZIP Code 37235 - 1669
	Telephone Number (include area code) 6153223484	E-Mail Address (if available) JIM.HAYES@VANDERBILT.EDU	
	FCC Registration Number: 0003231925	Call Sign WRVU	Facility ID Number 69816
2.	Contact Representative (if other than Licensee/Permittee) JIM HAYES		
	Firm or Company Name VANDERBILT STUDENT COMMUNICATIONS, INC.		
	Telephone Number (include area code) 6153223484	E-Mail Address (if available) JIM.HAYES@VANDERBILT.EDU	
3.	Name of entity, if other than licensee or permittee. for which report is filed		
	Mailing Address		
	City	State or Country (if foreign address)	ZIP Code
	Telephone Number (include area code)	E-Mail Address (if available)	

Section II - Ownership Information

4.	All of the information furnished in this Report is accurate as of 03/02/2010 (Date must comply with 47 C.F.R. Section 73.3615(d), i.e., information must be current within 60 days of filing of this report, when 4(a) below is checked.) This Report is filed for (check one) a. <input checked="" type="checkbox"/> Biennial b. <input type="checkbox"/> Transfer of Control or Assignment of License/Permit c. <input type="checkbox"/> Other d. <input type="checkbox"/> Amendment to pending application
	for the following stations: [Enter Station Information]

EXHIBIT C-19

Station List

This Report is filed for the following stations:

Call Letters	Facility ID Number	Location (City/State)	Class of service
WRVU	69816	NASHVILLE TN	FM

5. List all contracts and other instruments required to be filed by 47 C.F.R. Section 73.3613. (Only licensees, permittees, or a reporting entity with a majority interest in or that otherwise exercises de facto control over the subject licensee or permittee shall respond.)

[Enter Contract/Instrument Information]

Contracts/Instruments Information

List all contracts and other instruments required to be filed by 47 C.F.R. Section 73.3613. (Only licensees, permittees, or a reporting entity with a majority interest in or that otherwise exercises de facto control over the subject shall respond.)

Description of Contract or Instrument	Name of person or organization with whom contract is made	Date of Execution	Date of Expiration
BYLAWS	CORPORATE INTERNAL	09/20/2006	NONE

6. Is the governing board directly or indirectly under the control of another entity? Yes No
 If Yes, is a separate FCC Form 323-E submitted for such entity? Yes No

7. List officers, members of governing board, and holders of 1% or more ownership interest, if any. Use one column for each individual or entity. Attach supplemental pages, if necessary.

[Enter Owner Information]

Owner Information

List officers, members of governing board, and holders of 1% or more ownership interest, if any. Use one column for each individual or entity. Attach supplemental pages if necessary.
 (Read carefully - The numbered items below refer to line numbers in the following table.)

- a. Name and address of officer, member of governing board, and holders of 1% or more ownership interest (if other than individual also show name, address and citizenship of natural person authorized to vote the interest). List officers first, then board members, and thereafter, holders of 1% or more ownership interest, if any.
- b. Citizenship.
- c. Office held.
- d. Percent of interest held.
- e. Principal profession or occupation.
- f. By whom appointed or elected.
- g. Existing interests in any other broadcast station, including the nature and size of such interests.

a. Name and Address.	KEVIN LEANDER, BOX 1669 STATION B, NASHVILLE, TN
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EXHIBIT C-20

	37235
b. Citizenship.	US
c. Office held.	DIRECTOR, CHAIR
d. Percent of interest held.	12.50
e. Principal profession or occupation.	PROFESSOR
f. By whom appointed or elected.	BOARD OF DIRECTORS
g. Existing interests	NONE

a. Name and Address.	VANESSA BEASLEY, BOX 1669 STATION B, NASHVILLE, TN 37235
b. Citizenship.	US
c. Office held.	DIRECTOR
d. Percent of interest held.	12.50
e. Principal profession or occupation.	PROFESSOR
f. By whom appointed or elected.	BOARD OF DIRECTORS
g. Existing interests	NONE

a. Name and Address.	MARK WOLLAEGER, BOX 1669 STATION B, NASHVILLE, TN 37235
b. Citizenship.	US
c. Office held.	DIRECTOR
d. Percent of interest held.	12.50
e. Principal profession or occupation.	PROFESSOR
f. By whom appointed or elected.	BOARD OF DIRECTORS
g. Existing interests	NONE

a. Name and Address.	SYDNEY WILMER, BOX 1669 STATION B, NASHVILLE, TN 37235
b. Citizenship.	US
c. Office held.	DIRECTOR
d. Percent of interest held.	12.50
e. Principal profession or occupation.	STUDENT
f. By whom appointed or elected.	BOARD OF DIRECTORS
g. Existing interests	NONE

EXHIBIT C-21

a. Name and Address.	BRENDAN ALVIANI, BOX 1669 STATION B, NASHVILLE, TN 37235
b. Citizenship.	US
c. Office held.	DIRECTOR
d. Percent of interest held.	12.50
e. Principal profession or occupation.	STUDENT
f. By whom appointed or elected.	BOARD OF DIRECTORS
g. Existing interests	NONE

a. Name and Address.	PHIL CARROLL, BOX 1669 STATION B, NASHVILLE, TN 37235
b. Citizenship.	US
c. Office held.	DIRECTOR
d. Percent of interest held.	12.50
e. Principal profession or occupation.	STUDENT
f. By whom appointed or elected.	BOARD OF DIRECTORS
g. Existing interests	NONE

a. Name and Address.	ALLIE DIFFENDAL, BOX 1669 STATION B, NASHVILLE, TN 37235
b. Citizenship.	US
c. Office held.	DIRECTOR
d. Percent of interest held.	12.50
e. Principal profession or occupation.	STUDENT
f. By whom appointed or elected.	BOARD OF DIRECTORS
g. Existing interests	NONE

a. Name and Address.	COURTNEY KISSACK, BOX 1669 STATION B, NASHVILLE, TN 37235
b. Citizenship.	US
c. Office held.	DIRECTOR
d. Percent of interest held.	12.50
e. Principal profession or occupation.	STUDENT
f. By whom appointed or elected.	BOARD OF DIRECTORS
g. Existing interests	NONE

EXHIBIT C 22

a. Name and Address.	JUSTIN TARDIFF, BOX 1669 STATION B, NASHVILLE, TN 37235
b. Citizenship.	US
c. Office held.	PROXY
d. Percent of interest held.	0.00
e. Principal profession or occupation.	STUDENT
f. By whom appointed or elected.	BOARD OF DIRECTORS
g. Existing interests	NONE

a. Name and Address.	CHRIS CARROLL, BOX 1669 STATION B, NASHVILLE, TN 37235
b. Citizenship.	US
c. Office held.	EXECUTIVE DIRECTOR
d. Percent of interest held.	0.00
e. Principal profession or occupation.	DIRECTOR OF STUDENT MEDIA
f. By whom appointed or elected.	BOARD OF DIRECTORS
g. Existing interests	NONE

a. Name and Address.	PAIGE CLANCY, BOX 1669 STATION B, NASHVILLE, TN 37235
b. Citizenship.	US
c. Office held.	SECRETARY
d. Percent of interest held.	0.00
e. Principal profession or occupation.	ASSISTANT DIRECTOR OF STUDENT MEDIA
f. By whom appointed or elected.	BOARD OF DIRECTORS
g. Existing interests	NONE

a. Name and Address.	STEVE CALDWELL, BOX 1669 STATION B, NASHVILLE, TN
b. Citizenship.	US
c. Office held.	EX-OFFICIO
d. Percent of interest held.	0.00
e. Principal profession or occupation.	ASSISTANT DEAN OF STUDENTS
f. By whom appointed or elected.	BOARD OF DIRECTORS
g. Existing interests	NONE

EXHIBIT C-23

SECTION III - CERTIFICATION

I certify that I am ASSISTANT DIRECTOR OF STUDENT MEDIA

(Official Title)

of VANDERBILT STUDENT COMMUNICATIONS, INC.

(Exact legal title or name of respondent)

and that I have examined this Report and that to the best of my knowledge and belief, all statements in this Report are true, correct and complete.

(Date of certification must be within 60 days of the date shown in Question 4, Section II and in no event prior to that date.)

Signature JIM HAYES	Date 03/02/2010
Telephone Number of Respondent (Include area code) 6153223484	

WILLFUL FALSE STATEMENTS ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

Exhibits

EXHIBIT C-24

Federal Communications Commission Washington, D.C. 20554 <p style="text-align: center;">FCC 323-E</p>	Approved by OMB 3060-0084 (June 2002) FOR FCC USE ONLY
Ownership Report For Noncommercial Educational Broadcast Station Read INSTRUCTIONS Before Filling Out Form	FOR COMMISSION USE ONLY FILE NO. BOS - 20100923AEU

Section I - General

1.	Legal Name of the Licensee/Permittee VANDERBILT STUDENT COMMUNICATIONS, INC.		
	Mailing Address 2301 VANDERBILT PLACE VU STATION B 351669		
	City NASHVILLE	State or Country (if foreign address) TN	ZIP Code 37235 - 1669
	Telephone Number (include area code) 6153226610	E-Mail Address (if available) CHRIS.CARROLL@VANDERBILT.EDU	
	FCC Registration Number: 0003231925	Call Sign WRVU	Facility ID Number 69816
2.	Contact Representative (if other than Licensee/Permittee) DONALD MARTIN		Firm or Company Name DONALD E. MARTIN, P.C.
	Telephone Number (include area code) 7036422344	E-Mail Address (if available) DEMPC@PRODIGY.NET	
3.	Name of entity, if other than licensee or permittee, for which report is filed		
	Mailing Address		
	City	State or Country (if foreign address)	ZIP Code
	Telephone Number (include area code)	E-Mail Address (if available)	

Section II - Ownership Information

4.	All of the information furnished in this Report is accurate as of 09/21/2010 (Date must comply with 47 C.F.R. Section 73.3615(d), i.e., information must be current within 60 days of filing of this report, when 4(a) below is checked.) This Report is filed for (check one) a. <input type="radio"/> Biennial b. <input checked="" type="radio"/> Transfer of Control or Assignment of License/Permit c. <input type="radio"/> Other d. <input type="radio"/> Amendment to pending application for the following stations: [Enter Station Information]
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EXHIBIT C-25

Station List

This Report is filed for the following stations:

Call Letters	Facility ID Number	Location (City/State)	Class of service
WRVU	69816	NASHVILLE TN	FM

5. List all contracts and other instruments required to be filed by 47 C.F.R. Section 73.3613. (Only licensees, permittees, or a reporting entity with a majority interest in or that otherwise exercises de facto control over the subject licensee or permittee shall respond.)

[Enter Contract/Instrument Information]

Contracts/Instruments Information

List all contracts and other instruments required to be filed by 47 C.F.R. Section 73.3613. (Only licensees, permittees, or a reporting entity with a majority interest in or that otherwise exercises de facto control over the subject shall respond.)

Description of Contract or Instrument	Name of person or organization with whom contract is made	Date of Execution	Date of Expiration
BYLAWS	INTERNAL	09/20/2006	NONE

6. Is the governing board directly or indirectly under the control of another entity? Yes No
 If Yes, is a separate FCC Form 323-E submitted for such entity? Yes No

7. List officers, members of governing board, and holders of 1% or more ownership interest, if any. Use one column for each individual or entity. Attach supplemental pages, if necessary.

[Enter Owner Information]

Owner Information

List officers, members of governing board, and holders of 1% or more ownership interest, if any. Use one column for each individual or entity. Attach supplemental pages if necessary.

(Read carefully - The numbered items below refer to line numbers in the following table.)

a. Name and address of officer, member of governing board, and holders of 1% or more ownership interest (if other than individual also show name, address and citizenship of natural person authorized to vote the interest). List officers first, then board members, and thereafter, holders of 1% or more ownership interest, if any.

b. Citizenship.

c. Office held.

d. Percent of interest held.

e. Principal profession or occupation.

f. By whom appointed or elected.

g. Existing interests in any other broadcast station, including the nature and size of such interests.

a. Name and Address.	MARK WOLLAEGER, 901 MAGNOLIA COURT WEST,
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EXHIBIT

C-26

	NASHVILLE, TN 37221
b. Citizenship.	US
c. Office held.	DIRECTOR, BOARD CHAIR
d. Percent of interest held.	0.00
e. Principal profession or occupation.	UNIVERSITY PROFESSOR
f. By whom appointed or elected.	BOARD OF DIRECTORS
g. Existing interests	NONE

a. Name and Address.	MARC HETHERINGTON, 8201 DEVENS DRIVE, BRENTWOOD, TN 37027
b. Citizenship.	US
c. Office held.	DIRECTOR, BOARD VICE CHAIR
d. Percent of interest held.	0.00
e. Principal profession or occupation.	UNIVERSITY PROFESSOR
f. By whom appointed or elected.	BOARD OF DIRECTORS
g. Existing interests	NONE

a. Name and Address.	KYLE BLAINE, 24 BELEM STREET, PUNTA GORDA, FL 33983
b. Citizenship.	US
c. Office held.	DIRECTOR
d. Percent of interest held.	0.00
e. Principal profession or occupation.	STUDENT
f. By whom appointed or elected.	BOARD OF DIRECTORS
g. Existing interests	NONE

a. Name and Address.	LAURA DOLBOW, 6120 PIN OAK LANE, ALPHARETTA, GA 30005
b. Citizenship.	US
c. Office held.	DIRECTOR
d. Percent of interest held.	0.00
e. Principal profession or occupation.	STUDENT
f. By whom appointed or elected.	BOARD OF DIRECTORS
g. Existing interests	NONE

a. Name and Address.	LAURA CARPENTER, 2521 SUNSET PLACE, NASHVILLE, TN
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EXHIBIT C-27

	37212
b. Citizenship.	US
c. Office held.	DIRECTOR
d. Percent of interest held.	0.00
e. Principal profession or occupation.	STUDENT
f. By whom appointed or elected.	BOARD OF DIRECTORS
g. Existing interests	NONE

a. Name and Address.	PHILIP JOSEPH CARROLL, IV, 407 CHERRY STREET, BIRMINGHAM, AL 35213
b. Citizenship.	US
c. Office held.	DIRECTOR
d. Percent of interest held.	0.00
e. Principal profession or occupation.	STUDENT
f. By whom appointed or elected.	BOARD OF DIRECTORS
g. Existing interests	NONE

a. Name and Address.	COURTNEY KISSACK, 585 CHESNUT HALL LANE, ATLANTA, GA 30327
b. Citizenship.	US
c. Office held.	DIRECTOR
d. Percent of interest held.	0.00
e. Principal profession or occupation.	STUDENT
f. By whom appointed or elected.	BOARD OF DIRECTORS
g. Existing interests	NONE

a. Name and Address.	THOMAS SHATTUCK, 3812 SPRING VALLEY CIRCLE, BIRMINGHAM, AL 35223
b. Citizenship.	US
c. Office held.	DIRECTOR
d. Percent of interest held.	0.00
e. Principal profession or occupation.	STUDENT
f. By whom appointed or elected.	BOARD OF DIRECTORS
g. Existing interests	NONE

EXHIBIT C-28

a. Name and Address.	JUSTIN TARDIFF, 25 DEBRA LANE, FRAMINGHAM, MA 01701
b. Citizenship.	US
c. Office held.	DIRECTOR
d. Percent of interest held.	0.00
e. Principal profession or occupation.	STUDENT
f. By whom appointed or elected.	BOARD OF DIRECTORS
g. Existing interests	NONE

SECTION III - CERTIFICATION

I certify that I am BOARD CHAIR

(Official Title)

of VANDERBILT STUDENT COMMUNICATIONS, INC.

(Exact legal title or name of respondent)

and that I have examined this Report and that to the best of my knowledge and belief, all statements in this Report are true, correct and complete.

(Date of certification must be within 60 days of the date shown in Question 4, Section II and in no event prior to that date.)

Signature MARK WOLLAEGER	Date 09/22/2010
Telephone Number of Respondent (Include area code) 6154005335	

WILLFUL FALSE STATEMENTS ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

Exhibits

EXHIBIT C-29

Federal Communications Commission Washington, D.C. 20554 <p style="text-align: center;">FCC 323-E</p>	Approved by OMB 3060-0084 (June 2002)	FOR FCC USE ONLY
<p>Ownership Report For Noncommercial Educational Broadcast Station</p> <p>Read INSTRUCTIONS Before Filling Out Form</p>		FOR COMMISSION USE ONLY FILE NO. BOS - 20111114ARM

Section I - General

1.	Legal Name of the Licensee/Permittee VANDERBILT STUDENT COMMUNICATIONS, INC.		
	Mailing Address 2301 VANDERBILT PLACE VU STATION B 351669		
	City NASHVILLE	State or Country (if foreign address) TN	ZIP Code 37235 - 1669
	Telephone Number (include area code) 6153226610	E-Mail Address (if available) CHRIS.CARROLL@VANDERBILT.EDU	
	FCC Registration Number: 0003231925	Call Sign WFCL	Facility ID Number 69816
2.	Contact Representative (if other than Licensee/Permittee) DONALD MARTIN		Firm or Company Name DONALD E. MARTIN, P.C.
	Telephone Number (include area code) 7036422344	E-Mail Address (if available) DEMPC@PRODIGY.NET	
3.	Name of entity, if other than licensee or permittee, for which report is filed		
	Mailing Address		
	City	State or Country (if foreign address)	ZIP Code
	Telephone Number (include area code)	E-Mail Address (if available)	

Section II - Ownership Information

4.	All of the information furnished in this Report is accurate as of 09/20/2011 (Date must comply with 47 C.F.R. Section 73.3615(d), i.e., information must be current within 60 days of filing of this report, when 4(a) below is checked.)		
	This Report is filed for (check one)		
	a. <input type="radio"/> Biennial	b. <input checked="" type="radio"/> Transfer of Control or Assignment of License/Permit	c. <input type="radio"/> Other
	d. <input type="radio"/> Amendment to pending application		
	for the following stations:		

EXHIBIT C-30

[Enter Station Information]

Station List

This Report is filed for the following stations:

Call Letters	Facility ID Number	Location (City/State)	Class of service
WFCL	69816	NASHVILLE TN	FM

5. List all contracts and other instruments required to be filed by 47 C.F.R. Section 73.3613. (Only licensees, permittees, or a reporting entity with a majority interest in or that otherwise exercises de facto control over the subject licensee or permittee shall respond.)

[Enter Contract/Instrument Information]

Contracts/Instruments Information

List all contracts and other instruments required to be filed by 47 C.F.R. Section 73.3613. (Only licensees, permittees, or a reporting entity with a majority interest in or that otherwise exercises de facto control over the subject shall respond.)

Description of Contract or Instrument	Name of person or organization with whom contract is made	Date of Execution	Date of Expiration
BYLAWS	INTERNAL	09/20/2006	NONE

6. Is the governing board directly or indirectly under the control of another entity? Yes No
 If Yes, is a separate FCC Form 323-E submitted for such entity? Yes No

7. List officers, members of governing board, and holders of 1% or more ownership interest, if any. Use one column for each individual or entity. Attach supplemental pages, if necessary.

[Enter Owner Information]

Owner Information

List officers, members of governing board, and holders of 1% or more ownership interest, if any. Use one column for each individual or entity. Attach supplemental pages if necessary.

(Read carefully - The numbered items below refer to line numbers in the following table.)

- a. Name and address of officer, member of governing board, and holders of 1% or more ownership interest (if other than individual also show name, address and citizenship of natural person authorized to vote the interest). List officers first, then board members, and thereafter, holders of 1% or more ownership interest, if any.
- b. Citizenship.
- c. Office held.
- d. Percent of interest held.
- e. Principal profession or occupation.
- f. By whom appointed or elected.
- g. Existing interests in any other broadcast station, including the nature and size of such interests.

a. Name and Address.	MARK WOLLAEGER, 901 MAGNOLIA COURT WEST, NASHVILLE, TN 37221
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b. Citizenship.	US
c. Office held.	DIRECTOR, BOARD CHAIR
d. Percent of interest held.	0.00
e. Principal profession or occupation.	UNIVERSITY PROFESSOR
f. By whom appointed or elected.	BOARD OF DIRECTORS
g. Existing interests	NONE

a. Name and Address.	MARC HETHERINGTON, 8201 DEVENS DRIVE, BRENTWOOD, TN 37027
b. Citizenship.	US
c. Office held.	DIRECTOR, BOARD VICE CHAIR
d. Percent of interest held.	0.00
e. Principal profession or occupation.	UNIVERSITY PROFESSOR
f. By whom appointed or elected.	BOARD OF DIRECTORS
g. Existing interests	NONE

a. Name and Address.	KYLE BLAINE, 24 BELEM STREET, PUNTA GORDA, FL 33983
b. Citizenship.	US
c. Office held.	DIRECTOR
d. Percent of interest held.	0.00
e. Principal profession or occupation.	STUDENT
f. By whom appointed or elected.	BOARD OF DIRECTORS
g. Existing interests	NONE

a. Name and Address.	LAURA DOLBOW, 6120 PIN OAK LANE, ALPHARETTA, GA 30005
b. Citizenship.	US
c. Office held.	DIRECTOR
d. Percent of interest held.	0.00
e. Principal profession or occupation.	STUDENT
f. By whom appointed or elected.	BOARD OF DIRECTORS
g. Existing interests	NONE

a. Name and Address.	FREDERICK DREVES, 1305 CRESTRIDGE COURT, NASHVILLE, TN 37221
----------------------	--

b. Citizenship.	US
c. Office held.	DIRECTOR
d. Percent of interest held.	0.00
e. Principal profession or occupation.	STUDENT
f. By whom appointed or elected.	BOARD OF DIRECTORS
g. Existing interests	NONE

a. Name and Address.	MEGHAN ROSE, 219 REGESTER AVENUE, BALTIMORE, MD 21212
b. Citizenship.	US
c. Office held.	DIRECTOR
d. Percent of interest held.	0.00
e. Principal profession or occupation.	STUDENT
f. By whom appointed or elected.	BOARD OF DIRECTORS
g. Existing interests	NONE

a. Name and Address.	MERYEM DEDE, 6079 BECKETT STATION COURT, WEST CHESTER, OH 45069
b. Citizenship.	US
c. Office held.	DIRECTOR
d. Percent of interest held.	0.00
e. Principal profession or occupation.	STUDENT
f. By whom appointed or elected.	BOARD OF DIRECTORS
g. Existing interests	NONE

a. Name and Address.	VANESSA B. BEASLEY, 1714 GREEN HILLS DRIVE, NASHVILLE, TN 37215
b. Citizenship.	US
c. Office held.	DIRECTOR
d. Percent of interest held.	0.00
e. Principal profession or occupation.	STUDENT
f. By whom appointed or elected.	BOARD OF DIRECTORS
g. Existing interests	NONE

SECTION III - CERTIFICATION

I certify that I am BOARD CHAIR

(Official Title)

of VANDERBILT STUDENT COMMUNICATIONS, INC.

(Exact legal title or name of respondent)

and that I have examined this Report and that to the best of my knowledge and belief, all statements in this Report are true, correct and complete.

(Date of certification must be within 60 days of the date shown in Question 4, Section II and in no event prior to that date.)

Signature MARK WALLAEGER	Date 09/20/2011
Telephone Number of Respondent (Include area code) 6154005335	

WILLFUL FALSE STATEMENTS ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

Exhibits

EXHIBIT C-34

Federal Communications Commission Washington, D.C. 20554	Approved by OMB 3060-0084 (June 2002)	FOR FCC USE ONLY
FCC 323-E		
Ownership Report For Noncommercial Educational Broadcast Station		FOR COMMISSION USE ONLY FILE NO. BOA - 20120326AEX
Read INSTRUCTIONS Before Filling Out Form		

Section I - General

1.	Legal Name of the Licensee/Permittee VANDERBILT STUDENT COMMUNICATIONS, INC.		
	Mailing Address 2301 VANDERBILT PLACE VU STATION B 351669		
	City NASHVILLE	State or Country (if foreign address) TN	ZIP Code 37235 - 1669
	Telephone Number (include area code) 6153226610	E-Mail Address (if available) CHRIS.CARROLL@VANDERBILT.EDU	
	FCC Registration Number: 0003231925	Call Sign WFCL	Facility ID Number 69816
2.	Contact Representative (if other than Licensee/Permittee) DONALD MARTIN		
	Firm or Company Name DONALD E. MARTIN, P.C.		
	Telephone Number (include area code) 7036422344		E-Mail Address (if available) DEMPC@PRODIGY.NET
3.	Name of entity, if other than licensee or permittee, for which report is filed		
	Mailing Address		
	City	State or Country (if foreign address)	ZIP Code
	Telephone Number (include area code)		E-Mail Address (if available)

Section II - Ownership Information

4.	All of the information furnished in this Report is accurate as of 03/23/2012 (Date must comply with 47 C.F.R. Section 73.3615(d), i.e., information must be current within 60 days of filing of this report, when 4(a) below is checked.)		
	This Report is filed for (check one)		
	a. <input checked="" type="radio"/> Biennial	b. <input type="radio"/> Transfer of Control or Assignment of License/Permit	c. <input type="radio"/> Other
	d. <input type="radio"/> Amendment to pending application		
	for the following stations:		

EXHIBIT C-35

[Enter Station Information]

Station List

This Report is filed for the following stations:

Call Letters	Facility ID Number	Location (City/State)	Class of service
WFCL	69816	NASHVILLE TN	FM

5. List all contracts and other instruments required to be filed by 47 C.F.R. Section 73.3613. (Only licensees, permittees, or a reporting entity with a majority interest in or that otherwise exercises de facto control over the subject licensee or permittee shall respond.)

[Enter Contract/Instrument Information]

Contracts/Instruments Information

List all contracts and other instruments required to be filed by 47 C.F.R. Section 73.3613. (Only licensees, permittees, or a reporting entity with a majority interest in or that otherwise exercises de facto control over the subject shall respond.)

Description of Contract or Instrument	Name of person or organization with whom contract is made	Date of Execution	Date of Expiration
CHARTER OF INCORPORATION	INTERNAL	09/22/1967	NONE

Description of Contract or Instrument	Name of person or organization with whom contract is made	Date of Execution	Date of Expiration
BYLAWS	INTERNAL	09/20/2006	NONE

Description of Contract or Instrument	Name of person or organization with whom contract is made	Date of Execution	Date of Expiration
ASSET PURCHASE AGREEMENT	NASHVILLE PUBLIC RADIO, INC.	06/07/2011	12/7/2012

Description of Contract or Instrument	Name of person or organization with whom contract is made	Date of Execution	Date of Expiration
MANAGEMENT AND PROGRAMMING AGREEMENT	NASHVILLE PUBLIC RADIO, INC.	06/07/2011	11/30/2012

6. Is the governing board directly or indirectly under the control of another entity? Yes No
 If Yes, is a separate FCC Form 323-E submitted for such entity? Yes No

7. List officers, members of governing board, and holders of 1% or more ownership interest, if any. Use one column for each individual or entity. Attach supplemental pages, if necessary.

[Enter Owner Information]

Owner Information

List officers, members of governing board, and holders of 1% or more ownership interest, if any. Use one column for each individual or entity. Attach supplemental pages if necessary.

(Read carefully - The numbered items below refer to line numbers in the following table.)

- a. Name and address of officer, member of governing board, and holders of 1% or more ownership interest (if other than individual also show name, address and citizenship of natural person authorized to vote the interest). List officers first, then board members, and thereafter, holders of 1% or more ownership interest, if any.
- b. Citizenship.
- c. Office held.
- d. Percent of interest held.
- e. Principal profession or occupation.
- f. By whom appointed or elected.
- g. Existing interests in any other broadcast station, including the nature and size of such interests.

a. Name and Address.	MARK WOLLAEGER, 1006 MONTROSE AVENUE, NASHVILLE, TN 37204
b. Citizenship.	US
c. Office held.	DIRECTOR, BOARD CHAIR
d. Percent of interest held.	0.00
e. Principal profession or occupation.	UNIVERSITY PROFESSOR
f. By whom appointed or elected.	BOARD OF DIRECTORS
g. Existing interests	NONE

a. Name and Address.	MARC HETHERINGTON, 8201 DEVENS DRIVE, BRENTWOOD, TN 37027
b. Citizenship.	US
c. Office held.	DIRECTOR, BOARD VICE CHAIR
d. Percent of interest held.	0.00
e. Principal profession or occupation.	UNIVERSITY PROFESSOR
f. By whom appointed or elected.	BOARD OF DIRECTORS
g. Existing interests	NONE

a. Name and Address.	KYLE BLAINE, 24 BELEM STREET, PUNTA GORDA, FL 33983
b. Citizenship.	US
c. Office held.	DIRECTOR
d. Percent of interest held.	0.00
e. Principal profession or occupation.	STUDENT
f. By whom appointed or elected.	BOARD OF DIRECTORS
g. Existing interests	NONE

EXHIBIT C-37

a. Name and Address.	LAURA DOLBOW, 6120 PIN OAK LANE, ALPHARETTA, GA 30005
b. Citizenship.	US
c. Office held.	DIRECTOR
d. Percent of interest held.	0.00
e. Principal profession or occupation.	STUDENT
f. By whom appointed or elected.	BOARD OF DIRECTORS
g. Existing interests	NONE

a. Name and Address.	FREDERICK DREVES, 1305 CRESTRIDGE COURT, NASHVILLE, TN 37221
b. Citizenship.	US
c. Office held.	DIRECTOR
d. Percent of interest held.	0.00
e. Principal profession or occupation.	STUDENT
f. By whom appointed or elected.	BOARD OF DIRECTORS
g. Existing interests	NONE

a. Name and Address.	MEGHAN ROSE, 219 REGISTER AVENUE, BALTIMORE, MD 21212
b. Citizenship.	US
c. Office held.	DIRECTOR
d. Percent of interest held.	0.00
e. Principal profession or occupation.	STUDENT
f. By whom appointed or elected.	BOARD OF DIRECTORS
g. Existing interests	NONE

a. Name and Address.	MERYEM DEDE, 6079 BECKETT STATION COURT, WEST CHESTER, OH 45069
b. Citizenship.	US
c. Office held.	DIRECTOR
d. Percent of interest held.	0.00
e. Principal profession or occupation.	STUDENT
f. By whom appointed or elected.	BOARD OF DIRECTORS
g. Existing interests	

	NONE
a. Name and Address.	VANESSA B. BEASLEY, 1714 GREEN HILLS DRIVE, NASHVILLE, TN 37215
b. Citizenship.	US
c. Office held.	DIRECTOR
d. Percent of interest held.	0.00
e. Principal profession or occupation.	STUDENT
f. By whom appointed or elected.	BOARD OF DIRECTORS
g. Existing interests	NONE

SECTION III - CERTIFICATION

I certify that I am BOARD CHAIR

(Official Title)

of VANDERBILT STUDENT COMMUNICATIONS, INC.

(Exact legal title or name of respondent)

and that I have examined this Report and that to the best of my knowledge and belief, all statements in this Report are true, correct and complete.

(Date of certification must be within 60 days of the date shown in Question 4, Section II and in no event prior to that date.)

Signature MARK WOLLAEGER	Date 03/26/2012
Telephone Number of Respondent (Include area code) 6154005335	

WILLFUL FALSE STATEMENTS ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

Exhibits

EXHIBIT D

VSC's Form 316 Forms

for

April 25, 2010 and April 22, 2011

Federal Communications Commission Washington, D.C. 20554 <p style="text-align: center;">FCC 316</p>	Approved by OMB 3060-0009 (June 2002) FOR FCC USE ONLY
<p>APPLICATION FOR CONSENT TO ASSIGN BROADCAST STATION CONSTRUCTION PERMIT OR LICENSE OR TO TRANSFER CONTROL OF ENTITY HOLDING BROADCAST STATION CONSTRUCTION PERMIT OR LICENSE</p> <p>Read INSTRUCTIONS Before Filling Out Form</p>	FOR COMMISSION USE ONLY FILE NO. BTCED - 20100826AFX

Section I - General Information

1.	Legal Name of the Licensee/Permittee VANDERBILT STUDENT COMMUNICATIONS, INC.		
	Mailing Address 2301 VANDERBILT PLACE VU STATION B 351669		
	City NASHVILLE	State or Country (if foreign address) TN	Zip Code 37235 - 1669
	Telephone Number (include area code) 6153226610	E-Mail Address (if available) CHRIS.CARROLL@VANDERBILT.EDU	
	FCC Registration Number: 0003231925	Call Sign WRVU	Facility ID Number 69816
2.	Contact Representative (if other than licensee/permittee) DONALD MARTIN		Firm or Company Name DONALD E. MARTIN, P.C.
	Mailing Address P.O. BOX 8433		
	City FALLS CHURCH	State or Country (if foreign address) VA	ZIP Code 22041 -
	Telephone Number (include area code) 7036422344	E-Mail Address (if available) DEMPC@PRODIGY.NET	
3.	If this application has been submitted without a fee, indicate reason for fee exemption (see 47 C.F.R. Section 1.1114): <input type="radio"/> Governmental Entity <input checked="" type="radio"/> Noncommercial Educational Licensee/Permittee <input type="radio"/> Other <input type="radio"/> N/A (Fee Required)		
4.	a. <input checked="" type="radio"/> Voluntary Assignment or Transfer of Control <input type="radio"/> Involuntary Assignment or Transfer of Control <input type="radio"/> Amendment to pending application File number of pending application: - If an amendment, submit as an Exhibit a listing, by Section and Question Number, of the portions of the pending application that are being revised. [Exhibit 1]		
	b. Applicant certifies that the use of FCC Form 316 is appropriate for this transaction.		<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 2]

EXHIBIT D-1

NOTE: In addition to the information called for in this section, an explanatory exhibit providing full particulars must be submitted for each question for which a "No" response is provided.

Section II - Assignor/Transferor

<p>1. Certification. Assignor/Transferor certifies that it has answered each question in this application based on its review of the application instructions and worksheets. Assignor/Transferor further certifies that where it has made an affirmative certification below, this certification constitutes its representation that the application satisfies each of the pertinent standards and criteria set forth in the application instructions and worksheets.</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No										
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; padding: 5px;">2. Application for (check one):</td> <td style="width:25%; padding: 5px;"><input type="radio"/> Consent to Assign Construction Permit</td> <td style="width:25%; padding: 5px;"><input type="radio"/> Consent to Transfer Control of Permittee</td> </tr> <tr> <td style="padding: 5px;"></td> <td style="padding: 5px;"><input type="radio"/> Consent to Assign License</td> <td style="padding: 5px;"><input checked="" type="radio"/> Consent to Transfer Control of Licensee</td> </tr> <tr> <td style="padding: 5px;"></td> <td colspan="2" style="padding: 5px;"><input type="radio"/> Amendment to pending application</td> </tr> </table>	2. Application for (check one):	<input type="radio"/> Consent to Assign Construction Permit	<input type="radio"/> Consent to Transfer Control of Permittee		<input type="radio"/> Consent to Assign License	<input checked="" type="radio"/> Consent to Transfer Control of Licensee		<input type="radio"/> Amendment to pending application			
2. Application for (check one):	<input type="radio"/> Consent to Assign Construction Permit	<input type="radio"/> Consent to Transfer Control of Permittee									
	<input type="radio"/> Consent to Assign License	<input checked="" type="radio"/> Consent to Transfer Control of Licensee									
	<input type="radio"/> Amendment to pending application										
<p>3. Legal Name of the Assignor/Transferor VANDERBILT STUDENT COMMUNICATIONS, INC. (OLD BOARD)</p> <p>Mailing Address 2301 VANDERBILT PLACE VU STATION B 351699</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; padding: 5px;">City NASHVILLE</td> <td style="width:45%; padding: 5px;">State or Country (if foreign address) TN</td> <td style="width:30%; padding: 5px;">Zip Code 37235 -</td> </tr> <tr> <td colspan="2" style="padding: 5px;">Telephone Number (include area code) 6153223484</td> <td style="padding: 5px;">E-Mail Address (if available) JIM.HAYES@VANDERBILT.EDU</td> </tr> </table>		City NASHVILLE	State or Country (if foreign address) TN	Zip Code 37235 -	Telephone Number (include area code) 6153223484		E-Mail Address (if available) JIM.HAYES@VANDERBILT.EDU				
City NASHVILLE	State or Country (if foreign address) TN	Zip Code 37235 -									
Telephone Number (include area code) 6153223484		E-Mail Address (if available) JIM.HAYES@VANDERBILT.EDU									
<p>4. Contact Representative (if other than Assignor/Transferor) DONALD MARTIN</p> <p>Mailing Address P.O. BOX 8433</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; padding: 5px;">City FALLS CHURCH</td> <td style="width:45%; padding: 5px;">State or Country (if foreign address) VA</td> <td style="width:30%; padding: 5px;">Zip Code 22041 -</td> </tr> <tr> <td colspan="2" style="padding: 5px;">Telephone Number (include area code) 7036422344</td> <td style="padding: 5px;">E-Mail Address (if available) DEMPC@PRODIGY.NET</td> </tr> </table>		City FALLS CHURCH	State or Country (if foreign address) VA	Zip Code 22041 -	Telephone Number (include area code) 7036422344		E-Mail Address (if available) DEMPC@PRODIGY.NET				
City FALLS CHURCH	State or Country (if foreign address) VA	Zip Code 22041 -									
Telephone Number (include area code) 7036422344		E-Mail Address (if available) DEMPC@PRODIGY.NET									
<p>If more than one Transferor, submit the information requested in Questions 3 and 4 for each transferor. [Exhibit 3]</p>											
<p>5. Authorizations to be Assigned/Transferred. List the authorized stations and construction permits to be assigned/transferred. Provide the Facility Identification Number and the Call Sign, or the Facility Identification Number and the File Number of the Construction Permit, and the location, for each station to be assigned/transferred. Include main stations, FM and/or TV translator stations, LPTV stations, FM and/or TV booster stations.</p> <p>[Enter Station Information]</p> <p>-----</p> <p>List the authorized stations and construction permits to be assigned/transferred. Provide the Facility Identification Number and the Call Sign, or the Facility Identification Number and the File Number of the Construction Permit, and the location, for each station to be assigned/transferred. Include main stations, FM and/or TV translator stations, LPTV stations,, FM and/or TV booster stations.</p> <table border="1" style="width:100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width:15%;">Facility ID Number</th> <th style="width:20%;">Call Sign</th> <th style="width:40%;">or Construction Permit File Number</th> <th style="width:15%;">City</th> <th style="width:10%;">State</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">69816</td> <td style="text-align: center;">WRVU</td> <td style="text-align: center;">-</td> <td style="text-align: center;">NASHVILLE</td> <td style="text-align: center;">TN</td> </tr> </tbody> </table>		Facility ID Number	Call Sign	or Construction Permit File Number	City	State	69816	WRVU	-	NASHVILLE	TN
Facility ID Number	Call Sign	or Construction Permit File Number	City	State							
69816	WRVU	-	NASHVILLE	TN							
6.											

EXHIBIT D-2

<p>Agreements for Sale/Transfer of Station. a. If the transaction is voluntary, Assignor/Transferor certifies that: i. it has placed in licensee's/permittee's public inspection file(s) and submitted as an exhibit to this item copies of all agreements for the assignment/transfer of the station(s); ii. these documents embody the complete and final understanding between assignor/transferor and assignee/transferee; and iii. these agreements comply fully with the Commission's rules and policies. b. If the transaction is involuntary, the Assignor/Transferor certifies that court orders or other authorizing documents have been issued and that it has placed in the licensee's/permittee's public inspection file(s) and submitted to the Commission copies of such court orders or other authorizing documents. Exhibit Required</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A [Exhibit 4] <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A [Exhibit 5]</p>
<p>7. Character Issues. Assignor/Transferor certifies that neither licensee/permittee nor any party to the application has or has had any interest in, or connection with: a. any broadcast application in any proceeding where character issues were left unresolved or were resolved adversely against the applicant or any party to the application; or b. any pending broadcast application in which character issues have been raised.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 6]</p>
<p>8. Adverse Findings. Assignor/Transferor certifies that, with respect to the assignor/transferor and each party to the application, no adverse finding has been made, nor has an adverse final action been taken by any court or administrative body in a civil or criminal proceeding brought under the provisions of any law related to any of the following: any felony; mass media-related antitrust or unfair competition; fraudulent statements to another governmental unit; or discrimination.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 7]</p>
<p>9. Anti-Drug Abuse Act Certification. Assignor/transferor certifies that neither licensee/permittee nor any party to the application is subject to denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>

I certify that the statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge that all certifications and attached Exhibits are considered material representations.

Typed or Printed Name of Person Signing MARK WOLLAEGER	Typed or Printed Title of Person Signing DIRECTOR
Signature	Date 08/25/2010

WILLFUL FALSE STATEMENTS ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

NOTE: In addition to the information called for in this section, an explanatory exhibit providing full particulars must be submitted for each question for which a "No" response is provided.

Section III - Assignee/Transferee

<p>1. Certification. Assignee/Transferee certifies that it has answered each question in this application based on its review of the application instructions and worksheets. Assignee/Transferee further certifies that where it has made an affirmative certification below, this certification constitutes its representation that the application satisfies each of the pertinent standards and criteria set forth in the application instructions and worksheets.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p>2. Legal Name of the Assignee/Transferee VANDERBILT STUDENT COMMUNICATIONS, INC. (NEW BOARD) Mailing Address 2301 VANDERBILT PLACE</p>	

EXHIBIT 0-3

VU STATION B 351699		
City NASHVILLE	State or Country (if foreign address) TN	Zip Code 37235 -
Telephone Number (include area code) 6153223484		E-Mail Address (if available) JIM.HAYES@VANDERBILT.EDU
3. Contact Representative (if other than Assignee/Transferee) DONALD MARTIN		Firm or Company Name DONALD E. MARTIN, P.C.
Mailing Address P.O. BOX 8433		
City FALLS CHURCH	State or Country (if foreign address) VA	Zip Code 22041 -
Telephone Number (include area code) 7036422344		E-Mail Address (if available) DEMPC@PRODIGY.NET
If more than one Transferee, submit the information requested in Questions 2 and 3 for each transferee.		[Exhibit 8]
4. Agreements for Sale/Transfer of Station. Assignee/Transferee certifies that: a. the written agreements in the licensee/permittee's public inspection file embody the complete and final agreement for the sale or transfer of the station(s); and b. these agreements comply fully with the Commission's rules and policies.		<input checked="" type="radio"/> Yes <input type="radio"/> No [Exhibit 9]
5. Changes in interests as a result of assignment/transfer. a. [Enter Changes in Interests Information] or [Exhibit 10]		
b. Applicant certifies that equity interests not set forth above are non-attributable.		<input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A [Exhibit 11]
6. Other Authorizations. List call signs, locations, and facility identifiers of all other broadcast stations in which assignee/transferee or any party to the application has an attributable interest.		<input checked="" type="checkbox"/> N/A [Exhibit 12]
7. Acquisition of Control. List the file number and date of grant of FCC Form 301, 314, or 315 application by which the Commission approved the qualifications of the individual or entity with a pre-existing interest in the licensee/permittee that is now acquiring control of the licensee/permittee as a result of the grant of this application.		<input type="checkbox"/> N/A [Exhibit 13]
8. Character Issues. Assignee/Transferee certifies that neither assignee/transferee nor any party to the application has or has had any interest in, or connection with: a. any broadcast application in any proceeding where character issues were left unresolved or were resolved adversely against the applicant or any party to the application; or b. any pending broadcast application in which character issues have been raised.		<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 14]
9. Adverse Findings. Assignee/Transferee certifies that, with respect to the assignee/transferee and each party to the application, no adverse finding has been made, nor has an adverse final action been taken by any court or administrative body in a civil or criminal proceeding brought under the provisions of any law related to any of the following: any felony; mass media-related antitrust or unfair competition; fraudulent statements to another governmental unit; or discrimination.		<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 15]
10. Alien Ownership and Control. Assignee/Transferee certifies that it complies with the provisions of Section 310 of the Communications Act of 1934, as amended, relating to interests of aliens and foreign governments.		<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 16]

EXHIBIT D-4

11. Anti-Drug Abuse Act Certification. Assignor/transferor certifies that neither licensee/permittee nor any party to the application is subject to denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862.	<input checked="" type="radio"/> Yes <input type="radio"/> No
---	---

I certify that the statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge that all certifications and attached Exhibits are considered material representations. I hereby waive any claim to the use of any particular frequency as against the regulatory power of the United States because of the previous use of the same, whether by license or otherwise, and request an authorization in accordance with this application. (See Section 304 of the Communications Act of 1934, as amended.)

Typed or Printed Name of Person Signing MARK WOLLAEGER	Typed or Printed Title of Person Signing BOARD CHAIR
Signature	Date 08/25/2010

WILLFUL FALSE STATEMENTS ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

Exhibits

Exhibit 4

Description: NATURE OF TRANSACTION

THERE IS NO AGREEMENT OR OTHER DOCUMENT TO MEMORIALIZE THE SUBJECT TRANSACTION. THE SUBJECT TRANSACTION IS A TRANSFER OF CONTROL OF A NOT-FOR-PROFIT CORPORATION RESULTING FROM THE GRADUAL TURNOVER OF MEMBERS OF ITS BOARD OF DIRECTORS IN THE ORDINARY COURSE OF BUSINESS.

Attachment 4

Exhibit 10

Description: TURNOVER OF BOARD OF DIRECTORS

THE FOLLOWING INDIVIDUALS ARE THE OUTGOING MEMBERS OF THE BOARD OF DIRECTORS OF THE NOT-FOR-PROFIT LICENSEE OF WRVU. EACH PERSON IS A UNITED STATES CITIZEN.

KEVIN LEANDER, CHAIR
 P.O. BOX 1669, STATION B
 NASHVILLE, TN 37235

VANESSA BEASLEY
 P.O. BOX 1669 STATION B
 NASHVILLE, TN 37235

MARK WOLLAEGER
 901 MAGNOLIA COURT WEST
 NASHVILLE, TN 37221

SYDNEY WILMER
 P.O. BOX 1669 STATION B
 NASHVILLE, TN 37235

BRENDAN ALVIANI
 P.O. BOX 1669 STATION B
 NASHVILLE, TN 37235

EXHIBIT D-5

PHILIP CARROLL, IV
407 CHERRY STREET
BIRMINGHAM, AL 35213

ALLIE DIFFENDAL
P.O. BOX 1669 STATION B
NASHVILLE, TN 37235

COURTNEY KISSACK
585 CHESTNUT HALL LANE
ATLANTA, GA 30327

JUSTIN TARDIFF
25 DEBRA LANE
FRAMINGHAM, MA 01701

THE FOLLOWING INDIVIDUALS ARE THE INCOMING MEMBERS OF THE BOARD OF DIRECTORS OF THE NOT-FOR-PROFIT LICENSEE OF WRVU. EACH PERSON IS A UNITED STATES CITIZEN.

MARK WOLLAEGER, CHAIR
901 MAGNOLIA COURT WEST
NASHVILLE, TN 37221

MARC HETHERINGTON, VICE CHAIR
8201 DEVENS DRIVE
BRENTWOOD, TN 37027

KYLE BLAINE
24 BELEM STREET
PUNTA GORDA, FL 33983

LAURA DOLBOW
6120 PIN OAK LANE
ALPHARETTA, GA 30005

LAURA CARPENTER
2521 SUSET PLACE
NASHVILLE, TN 37212

PHILIP CARROLL, IV
407 CHERRY STREET
BIRMINGHAM, AL 35213

COURTNEY KISSACK
585 CHESTNUT HALL LANE
ATLANTA, GA 30327

THOMAS SHATTUCK
3812 SPRING VALLEY CIRCLE
BIRMINGHAM, AL 35223

JUSTIN TARDIFF
25 DEBRA LANE
FRAMINGHAM, MA 01701

Attachment 10

Exhibit 13

Description: PREVIOUS APPLICATION

EXHIBIT D-6

BTCED-20040112AAA, GRANTED FEBRUARY 24, 2004.

Attachment 13

EXHIBIT D-7

Federal Communications Commission Washington, D.C. 20554 <p style="text-align: center;">FCC 316</p>	Approved by OMB 3060-0009 (June 2010) FOR FCC USE ONLY
<p>APPLICATION FOR CONSENT TO ASSIGN BROADCAST STATION CONSTRUCTION PERMIT OR LICENSE OR TO TRANSFER CONTROL OF ENTITY HOLDING BROADCAST STATION CONSTRUCTION PERMIT OR LICENSE</p> <p>Read INSTRUCTIONS Before Filling Out Form</p>	FOR COMMISSION USE ONLY FILE NO. BTCED - 20110714ADH

Section I - General Information

1.	Legal Name of the Licensee/Permittee VANDERBILT STUDENT COMMUNICATIONS, INC.	
	Mailing Address 2301 VANDERBILT PLACE VU STATION B 351669	
	City NASHVILLE	State or Country (if foreign address) TN
	Zip Code 37235 - 1669	
	Telephone Number (include area code) 6153226610	E-Mail Address (if available) CHRIS.CARROLL@VANDERBILT.EDU
	FCC Registration Number: 0003231925	Call Sign WFCL
		Facility ID Number 69816
2.	Contact Representative (if other than licensee/permittee) DONALD MARTIN	Firm or Company Name DONALD E. MARTIN, P.C.
	Mailing Address P.O. BOX 8433	
	City FALLS CHURCH	State or Country (if foreign address) VA
		ZIP Code 22041 -
	Telephone Number (include area code) 7036422344	E-Mail Address (if available) DEMPC@PRODIGY.NET
3.	If this application has been submitted without a fee, indicate reason for fee exemption (see 47 C.F.R. Section 1.1114): <input type="radio"/> Governmental Entity <input checked="" type="radio"/> Noncommercial Educational Licensee/Permittee <input type="radio"/> Other <input type="radio"/> N/A (Fee Required)	
4.	a. <input checked="" type="radio"/> Voluntary Assignment or Transfer of Control <input type="radio"/> Involuntary Assignment or Transfer of Control <input checked="" type="radio"/> Amendment to pending application File number of pending application: - If an amendment, submit as an Exhibit a listing, by Section and Question Number, of the portions of the pending application that are being revised.	
		[Exhibit 1]
	b. Applicant certifies that the use of FCC Form 316 is appropriate for this transaction.	
		<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 2]

EXHIBIT D-8

5. Were any of the authorizations that are the subject of this application obtained through the Commission's competitive bidding procedures (see 47 C.F.R. Sections 1.2111(a) and 73.5000)? If yes, list pertinent authorizations in an Exhibit.	<input type="radio"/> Yes <input checked="" type="radio"/> No [Exhibit 3]
---	--

NOTE: In addition to the information called for in this section, an explanatory exhibit providing full particulars must be submitted for each question for which a "No" response is provided.

Section II - Assignor/Transferor

1. Certification. Assignor/Transferor certifies that it has answered each question in this application based on its review of the application instructions and worksheets. Assignor/Transferor further certifies that where it has made an affirmative certification below, this certification constitutes its representation that the application satisfies each of the pertinent standards and criteria set forth in the application instructions and worksheets.	<input checked="" type="radio"/> Yes <input type="radio"/> No												
2. Application for (check one):	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; text-align: center;"><input type="radio"/></td> <td style="width: 45%;">Consent to Assign Construction Permit</td> <td style="width: 25%; text-align: center;"><input type="radio"/></td> <td style="width: 25%;">Consent to Transfer Control of Permittee</td> </tr> <tr> <td style="text-align: center;"><input type="radio"/></td> <td>Consent to Assign License</td> <td style="text-align: center;"><input type="radio"/></td> <td>Consent to Transfer Control of Licensee</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="radio"/></td> <td colspan="3">Amendment to pending application</td> </tr> </table>	<input type="radio"/>	Consent to Assign Construction Permit	<input type="radio"/>	Consent to Transfer Control of Permittee	<input type="radio"/>	Consent to Assign License	<input type="radio"/>	Consent to Transfer Control of Licensee	<input checked="" type="radio"/>	Amendment to pending application		
<input type="radio"/>	Consent to Assign Construction Permit	<input type="radio"/>	Consent to Transfer Control of Permittee										
<input type="radio"/>	Consent to Assign License	<input type="radio"/>	Consent to Transfer Control of Licensee										
<input checked="" type="radio"/>	Amendment to pending application												
3. Legal Name of the Assignor/Transferor VANDERBILT STUDENT COMMUNICATIONS, INC. (OLD BOARD)													
Mailing Address 2301 VANDERBILT PLACE VU STATION BOX 351669													
City NASHVILLE	State or Country (if foreign address) TN												
Zip Code 37325 -													
Telephone Number (include area code) 6153326610	E-Mail Address (if available) JIM.HAYES@VANDERBILT.EDU												
4. Contact Representative (if other than Assignor/Transferor) DONALD MARTIN													
Firm or Company Name DONALD E. MARTIN, P.C.													
Mailing Address P.O. BOX 8433													
City FALLS CHURCH	State or Country (if foreign address) VA												
Zip Code 22041 -													
Telephone Number (include area code) 7036422344	E-Mail Address (if available) DEMPC@PRODIGY.NET												
If more than one Transferor, submit the information requested in Questions 3 and 4 for each transferor. [Exhibit 4]													
5. Authorizations to be Assigned/Transferred. List the authorized stations and construction permits to be assigned/transferred. Provide the Facility Identification Number and the Call Sign, or the Facility Identification Number and the File Number of the Construction Permit, and the location, for each station to be assigned/transferred. Include main stations, FM and/or TV translator stations, LPTV stations, FM and/or TV booster stations. [Enter Station Information]													
List the authorized stations and construction permits to be assigned/transferred. Provide the Facility Identification Number and the													

EXHIBIT D-9

Call Sign, or the Facility Identification Number and the File Number of the Construction Permit, and the location, for each station to be assigned/transferred. Include main stations, FM and/or TV translator stations, LPTV stations, FM and/or TV booster stations.

Facility ID Number	Call Sign	or Construction Permit File Number	City	State
69816	WFCL	-	NASHVILLE	TN

<p>6. Agreements for Sale/Transfer of Station. a. If the transaction is voluntary, Assignor/Transferor certifies that: i. it has placed in licensee's/permittee's public inspection file(s) and submitted as an exhibit to this item copies of all agreements for the assignment/transfer of the station(s); ii. these documents embody the complete and final understanding between assignor/transferor and assignee/transferee; and iii. these agreements comply fully with the Commission's rules and policies. b. If the transaction is involuntary, the Assignor/Transferor certifies that court orders or other authorizing documents have been issued and that it has placed in the licensee's/permittee's public inspection file(s) and submitted to the Commission copies of such court orders or other authorizing documents. Exhibit Required</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A [Exhibit 5] <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A [Exhibit 6]</p>
<p>7. Character Issues. Assignor/Transferor certifies that neither licensee/permittee nor any party to the application has or has had any interest in, or connection with: a. any broadcast application in any proceeding where character issues were left unresolved or were resolved adversely against the applicant or any party to the application; or b. any pending broadcast application in which character issues have been raised.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 7]</p>
<p>8. Adverse Findings. Assignor/Transferor certifies that, with respect to the assignor/transferor and each party to the application, no adverse finding has been made, nor has an adverse final action been taken by any court or administrative body in a civil or criminal proceeding brought under the provisions of any law related to any of the following: any felony; mass media-related antitrust or unfair competition; fraudulent statements to another governmental unit; or discrimination.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 8]</p>
<p>9. Auction Authorization. Assignor/transferor certifies that more than five years have passed since the issuance of the construction permit for the station being assigned, where that permit was acquired in an auction through the use of a bidding credit or other special measure.</p>	<p><input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A See Explanation in [Exhibit 9]</p>
<p>10. Anti-Drug Abuse Act Certification. Assignor/Transferor certifies that neither licensee/permittee nor any party to the application is subject to denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>

I certify that the statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge that all certifications and attached Exhibits are considered material representations.

Typed or Printed Name of Person Signing MARK WALLAEGER	Typed or Printed Title of Person Signing BOARD CHAIR
Signature	Date 08/22/2011

WILLFUL FALSE STATEMENTS ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

EXHIBIT D-10

NOTE: In addition to the information called for in this section, an explanatory exhibit providing full particulars must be submitted for each question for which a "No" response is provided.

Section III - Assignee/Transferee

<p>1. Certification. Assignee/Transferee certifies that it has answered each question in this application based on its review of the application instructions and worksheets. Assignee/Transferee further certifies that where it has made an affirmative certification below, this certification constitutes its representation that the application satisfies each of the pertinent standards and criteria set forth in the application instructions and worksheets.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>						
<p>2. Legal Name of the Assignee/Transferee VANDERBILT STUDENT COMMUNICATIONS, INC. (NEW BOARD)</p> <p>Mailing Address 2301 VANDERBILT PLACE VU STATION BOX 351669</p> <table border="1" data-bbox="121 682 1583 852"> <tr> <td data-bbox="121 682 609 745"> <p>City NASHVILLE</p> </td> <td data-bbox="609 682 1153 745"> <p>State or Country (if foreign address) TN</p> </td> <td data-bbox="1153 682 1583 745"> <p>Zip Code 37235 -</p> </td> </tr> <tr> <td colspan="2" data-bbox="121 745 1153 852"> <p>Telephone Number (include area code) 6153226610</p> </td> <td data-bbox="1153 745 1583 852"> <p>E-Mail Address (if available) JIM.HAYES@VANDERBILT.EDU</p> </td> </tr> </table>		<p>City NASHVILLE</p>	<p>State or Country (if foreign address) TN</p>	<p>Zip Code 37235 -</p>	<p>Telephone Number (include area code) 6153226610</p>		<p>E-Mail Address (if available) JIM.HAYES@VANDERBILT.EDU</p>
<p>City NASHVILLE</p>	<p>State or Country (if foreign address) TN</p>	<p>Zip Code 37235 -</p>					
<p>Telephone Number (include area code) 6153226610</p>		<p>E-Mail Address (if available) JIM.HAYES@VANDERBILT.EDU</p>					
<p>3. Contact Representative (if other than Assignee/Transferee) DONALD MARTIN</p> <p>Mailing Address P.O. BOX 8433</p> <table border="1" data-bbox="121 1039 1583 1178"> <tr> <td data-bbox="121 1039 446 1102"> <p>City FALLS CHURCH</p> </td> <td data-bbox="446 1039 1079 1102"> <p>State or Country (if foreign address) VA</p> </td> <td data-bbox="1079 1039 1583 1102"> <p>Zip Code 22041 -</p> </td> </tr> <tr> <td colspan="2" data-bbox="121 1102 1079 1178"> <p>Telephone Number (include area code) 7036422344</p> </td> <td data-bbox="1079 1102 1583 1178"> <p>E-Mail Address (if available) DEMPC@PRODIGY.NET</p> </td> </tr> </table>		<p>City FALLS CHURCH</p>	<p>State or Country (if foreign address) VA</p>	<p>Zip Code 22041 -</p>	<p>Telephone Number (include area code) 7036422344</p>		<p>E-Mail Address (if available) DEMPC@PRODIGY.NET</p>
<p>City FALLS CHURCH</p>	<p>State or Country (if foreign address) VA</p>	<p>Zip Code 22041 -</p>					
<p>Telephone Number (include area code) 7036422344</p>		<p>E-Mail Address (if available) DEMPC@PRODIGY.NET</p>					
<p>If more than one Transferee, submit the information requested in Questions 2 and 3 for each transferee. [Exhibit 10]</p>							
<p>4. Agreements for Sale/Transfer of Station. Assignee/Transferee certifies that: a. the written agreements in the licensee/permittee's public inspection file embody the complete and final agreement for the sale or transfer of the station(s); and b. these agreements comply fully with the Commission's rules and policies.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No [Exhibit 11]</p>						
<p>5. Changes in interests as a result of assignment/transfer. a. [Enter Changes in Interests Information] or [Exhibit 12]</p>							
<p>b. Applicant certifies that equity interests not set forth above are non-attributable.</p>	<p><input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A [Exhibit 13]</p>						
<p>6. Other Authorizations. List call signs, locations, and facility identifiers of all other broadcast stations in which assignee/transferee or any party to the application has an attributable interest.</p>	<p><input checked="" type="checkbox"/> N/A [Exhibit 14]</p>						
<p>7. Acquisition of Control. List the file number and date of grant of FCC Form 301, 314, or 315 application by which the Commission approved the qualifications of the individual or entity with a pre-</p>	<p><input type="checkbox"/> N/A</p>						

EXHIBIT D-11

	existing interest in the licensee/permittee that is now acquiring control of the licensee/permittee as a result of the grant of this application.	[Exhibit 15]
8.	Character Issues. Assignee/Transferee certifies that neither assignee/transferee nor any party to the application has or has had any interest in, or connection with: a. any broadcast application in any proceeding where character issues were left unresolved or were resolved adversely against the applicant or any party to the application; or b. any pending broadcast application in which character issues have been raised.	<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 16]
9.	Adverse Findings. Assignee/Transferee certifies that, with respect to the assignee/transferee and each party to the application, no adverse finding has been made, nor has an adverse final action been taken by any court or administrative body in a civil or criminal proceeding brought under the provisions of any law related to any of the following: any felony; mass media-related antitrust or unfair competition; fraudulent statements to another governmental unit; or discrimination.	<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 17]
10.	Alien Ownership and Control. Assignee/Transferee certifies that it complies with the provisions of Section 310 of the Communications Act of 1934, as amended, relating to interests of aliens and foreign governments.	<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 18]
11.	Auction Authorization. Assignee/transferee certifies that where less than five years have passed since the issuance of the construction permit and the permit had been acquired in an auction through the use of a bidding credit or other special measure, it would qualify for such credit or other special measure.	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A See Explanation in [Exhibit 19]
12.	Anti-Drug Abuse Act Certification. Assignee/transferee certifies that neither licensee/permittee nor any party to the application is subject to denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862.	<input checked="" type="radio"/> Yes <input type="radio"/> No

I certify that the statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge that all certifications and attached Exhibits are considered material representations. I hereby waive any claim to the use of any particular frequency as against the regulatory power of the United States because of the previous use of the same, whether by license or otherwise, and request an authorization in accordance with this application. (See Section 304 of the Communications Act of 1934, as amended.)

Typed or Printed Name of Person Signing MARK WALLAEGER	Typed or Printed Title of Person Signing BOARD CHAIR
Signature	Date 08/22/2011

WILLFUL FALSE STATEMENTS ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

Exhibits

Exhibit 1

Description: PURPOSE OF AMENDMENT

THE PURPOSE OF THIS AMENDMENT IS TO REVISE THE DESCRIPTION OF THE TRANSACTION IN EXHIBITS 5 AND 11.

Attachment 1

Exhibit 5

Description: NATURE OF TRANSACTION

THERE IS NO AGREEMENT OR OTHER DOCUMENT TO MEMORIALIZE THE SUBJECT TRANSACTION. THE SUBJECT TRANSACTION IS A TRANSFER OF CONTROL OF A NOT-FOR-PROFIT CORPORATION RESULTING FROM THE GRADUAL TURNOVER OF MEMBERS OF ITS BOARD OF DIRECTORS IN THE ORDINARY COURSE OF BUSINESS.

Attachment 5

Exhibit 11

Description: NATURE OF TRANSACTION

THERE IS NO AGREEMENT OR OTHER DOCUMENT TO MEMORIALIZE THE SUBJECT TRANSACTION. THE SUBJECT TRANSACTION IS A TRANSFER OF CONTROL OF A NOT-FOR-PROFIT CORPORATION RESULTING FROM THE GRADUAL TURNOVER OF MEMBERS OF ITS BOARD OF DIRECTORS IN THE ORDINARY COURSE OF BUSINESS.

Attachment 11

Exhibit 12

Description: TURNOVER OF BOARD OF DIRECTORS

THE FOLLOWING INDIVIDUALS ARE THE OUTGOING MEMBERS OF THE BOARD OF DIRECTORS OF THE NOT-FOR-PROFIT LICENSEE OF WFCL. EACH PERSON IS A UNITED STATES CITIZEN.

MARK WOLLAEGER, CHAIR
1006 MONTROSE AVENUE
NASHVILLE, TN 37204

MARC HETHERINGTON, VICE CHAIR
8201 DEVENS DRIVE
BRENTWOOD, TN 37027

KYLE BLAINE
24 BELEM STREET
PUNTA GORDA, FL 33983

LAURA DOLBOW
6120 PIN OAK LANE
ALPHARETTA, GA 30005

LAURA CARPENTER
2521 SUSET PLACE
NASHVILLE, TN 37212

PHILIP CARROLL, IV
407 CHERRY STREET
BIRMINGHAM, AL 35213

COURTNEY KISSACK
585 CHESTNUT HALL LANE
ATLANTA, GA 30327

THOMAS SHATTUCK
3812 SPRING VALLEY CIRCLE

BIRMINGHAM, AL 35223

JUSTIN TARDIFF
25 DEBRA LANE
FRAMINGHAM, MA 01701

THE FOLLOWING INDIVIDUALS ARE THE INCOMING MEMBERS OF THE BOARD OF DIRECTORS OF THE NOT-FOR-PROFIT LICENSEE OF WFCL. EACH PERSON IS A UNITED STATES CITIZEN.

MARK WOLLAEGER, CHAIR
1006 MONTROSE AVENUE
NASHVILLE, TN 37204

MARC HETHERINGTON
8201 DEVENS DRIVE
BRENTWOOD, TN 37027

KYLE BLAINE
24 BELEM STREET
PUNTA GORDA, FL 33983

LAURA DOLBOW
6120 PIN OAK LANE
ALPHARETTA, GA 30005

FREDERICK DREVES
1305 CRESTRIDGE COURT
NASHVILLE, TN 37221

MEGHAN ROSE
219 REGESTER AVENUE
BALTIMORE, MD 21212

MERYEM DEDE
6079 BECKETT STATION COURT
WEST CHESTER, OH 45069

VANESSA B. BEASLEY
1714 GREEN HILLS DRIVE
NASHVILLE, TN 37215

Attachment 12

Exhibit 15

Description: PREVIOUS APPLICATION

BTCED-2010825AFX, GRANTED SEPTEMBER 9, 2010.

Attachment 15

EXHIBIT E

D. Troop, “Vanderbilt Radio Fans Vow to Fight Sale of Their Station,” The Chronicle of Higher Education (June 20, 2011)

THE CHRONICLE

of Higher Education

Students

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June 19, 2011

Vanderbilt Radio Fans Vow to Fight Sale of Their Station

By Don Troop

As Pete Wilson neared the end of his June 7 radio show on Vanderbilt University's WRVU 91.1 FM, he told listeners that the station would be switched over to online automation for a few hours so that an engineer could perform routine maintenance. "Nothing nefarious" was afoot, said Mr. Wilson, a Vanderbilt alumnus. "At least I don't think so."

Mr. Wilson had reason to be suspicious. The music-industry Web site CMJ.com had reported a day earlier that WRVU's call letters were quietly changed on June 1 to WFCL. That suggested that the station had been sold, just as its DJ's and devotees had been fearing would happen ever since WRVU's owner, Vanderbilt Student Communications Inc., or VSC, announced in September that it planned to explore the possibility as a way to finance an endowment for student-media ventures.

Confirmation of the \$3.35-million deal arrived in the form of a press release issued just minutes after Mr. Wilson had played the last song of his show—Johnny Thunders's punk ballad "You Can't Put Your Arms Around a Memory." The buyer was WPLN 90.3 FM, Nashville's National Public Radio affiliate, and the switchover happened swiftly. At midnight WRVU—an idea hatched 60 years ago as a student's pirate station—ceased broadcasting, and WFCL 91.1 began piping classical music over the frequency.

The sale has pitted the station's supporters, many of them alumni and some students, against VSC, a nonprofit board that was created in 1967 to protect free speech during the Vietnam years. Also caught in the crossfire has been the university itself, which is the target of a "Pledge Nothing" campaign led by WRVU supporters who are demanding a five-year moratorium on any sale of the station. The sale of the station has yet to be approved by the Federal Communications Commission.

"Kind of underhanded" was how Robert Ackley, WRVU's station

manager, described the way VSC handled the shutdown. In a video interview with InsideVandy, the Web site of the student newspaper, *The Vanderbilt Hustler*, he said, "None of our DJ's were able to have a last show and say their farewells to their listeners."

Mark A. Wollaeger, a professor of English and chairman of VSC, said in the same video that while he wished the transfer could have been handled more respectfully, he had to weigh other considerations.

"Angry, frustrated people and open mikes over the airwaves is a volatile, dangerous mixture," he said. "And so radio stations universally make a switchover of this kind, which seems brutal. But the danger of having people who are just getting news and are angry about it, on the air, broadcasting to the world, is a real one, and it's unfortunate."

WRVU will continue to be available, but only on the Web, where it will be run on automation until DJ's are invited back in the fall—an intentional "waiting period," Mr. Wollaeger says. At that point, the signal will also be carried on WPLN's HD3 channel. Many of the station's DJ's have complained that their audience—which Arbitron measured at 30,800 unique, weekly listeners in April—will plummet because so few people have HD radios.

Mr. Wollaeger says it is "impossible to say" what will happen to WRVU's listenership: "I'm hoping, and we're hoping, that insofar as WRVU is a dedicated niche audience with people who are committed to particular shows that are very popular, that they will be willing to make a small investment, say, of \$100, to buy an HD radio ... and still have access to it sitting in their home."

He says surveys of Vanderbilt students found "a tiny number" of students who listen to that station—or any station—over the air.

The proceeds from WRVU's sale will be used to finance an endowment to support InsideVandy, the *Hustler*, WRVU, and the other publications that VSC owns—a necessity for the future, he says, in the wake of declining revenues from print advertising. Mr. Wollaeger has said that the *Hustler's* advertising revenue, along with student-activity fees, has been the backbone of VSC's budget.

Sharon Scott, a Vanderbilt alumna who was general manager of WRVU in the mid-1990s, argues that VSC's deliberations were opaque and that it had stacked the deck when it voted to sell the radio station. Of the board's eight voting members, seven were in favor of the sale, and one abstained. All five of the board's student

representatives write for publications that will directly benefit from the resulting endowment—either the *Hustler*, InsideVandy, or a conservative/libertarian campus magazine called *The Torch*.

"No one from WRVU was on the board to decide the station's fate, and we find this appalling," says Ms. Scott, an organizer of WRVU Friends and Family, a group of former DJ's and supporters that formed last fall to oppose the sale. "The thing that the students are the most upset about is how they have been completely excluded from this process," Ms. Scott says.

Mr. Wollaeger counters that the board had read more than 700 e-mailed comments on the proposed sale but that "the great majority" were not "constructive." He maintains that all student media, including WRVU, will be endangered without the security of an endowment.

WPLN is reportedly planning a capital campaign to pay off the purchase price within 18 months.

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Don't have an account? Create one now Or log in using one of these alternatives:



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juvenal 1 year ago

As a Vandy alumnus, I recall that I listened to both the Vandy station and the Nashville NPR one (if my recall is actually correct—lotsa classical on the NPR one) interchangeably in my dorm room in the 1960s.

In my current Major Metro City location, I was dismayed when the FM station I'd listened to for years sold its frequency and the new owner become another trashy "popular" radio station with "ethnic" music—as if there was a lack of such hereabouts. The old station, moved to the wilderness of the high end of the FM band, throttled back its power and was no longer to be received out in here in the 'burbs.

The FM station thus nearly died, but has been revived over the Internet, and I hope that will be the solution for the Vandy station. I'll look for it on iTunes.

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EXHIBIT F

**F. O'Connell, "The Day The Music Died," *New York Times*,
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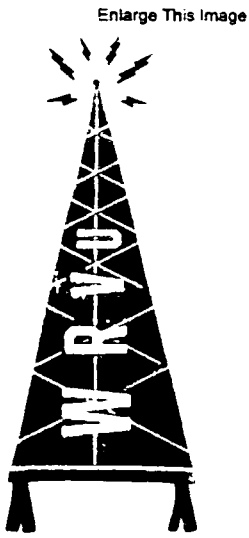
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OP-ED CONTRIBUTOR

The Day the Music Died

By FREDDIE O'CONNELL
Published: June 11, 2011

Nashville



Oliver Munday

LAST Tuesday I tuned my radio to 91.1 WRVU, Vanderbilt University's campus radio station, and heard the exact moment when college radio in Nashville died. Instead of rock, classical music was burbling out of my speakers.

It wasn't a complete surprise: as a former D.J. for the station, I knew that after months of debate, Vanderbilt Student Communications, the on-campus nonprofit organization that controlled WRVU's license, had decided to sell it to the local public radio station.

The sale added Vanderbilt to a growing list of colleges and universities, including Rice University in Houston and the University of San Francisco, where college radio licenses are being sold off, backed by the assertion that today's well-wired students no longer tune in to the medium. But that misses the point: college radio is not only a vital part of the communities it serves, but it is even more essential in the Internet era.

There's a false but widespread image of college radio as a pointless, narcissistic exercise — that it's nothing more than a crew of campus oddballs who like playing D.J., even though no one is listening.

WRVU demonstrated how wrong that image is. Not only did it command respect and interest on campus, but, thanks to a longstanding and farsighted policy, it allowed and encouraged members of the off-campus community to volunteer as D.J.'s — and so drew on the rich cultural

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EXHIBIT E-1

heritage of Music City U.S.A. as well.

My co-host and I shared the airwaves with Ken Berryhill, who calls himself the world's oldest D.J. and played country classics; the encyclopedic Pete Wilson, who spun a mind-bending mix of old R&B, rock 'n' roll and blues on his show "Nashville Jumps" (and had the sad honor of playing the last song on WRVU, Johnny Thunders's "You Can't Put Your Arms Around a Memory"); and countless college students, balancing their awkward moments of dead air with delightfully original musical sensibilities.

The result was a cornerstone of the local community. Students learned from veterans, townies got to know Vanderbilt and Nashvillians got access to a chunk of the public commons otherwise dominated by big business: the airwaves.

According to Vanderbilt Student Communications, however, it was a commons that no one with a high-speed Internet connection wanted to use. And it's true that fewer students were tuning in than before. But our off-campus listenership was always strong: WRVU was one of the only places people could hear traditional bluegrass, world music and electronica, to name just a few genres plumed by the station's award-winning D.J.'s over the years.

As anyone in the radio business can tell you, the Internet has not, in fact, signaled the death of radio. Ask Rush Limbaugh or Sean Hannity if they'd rather go to an online-only format. Besides, in a world where we can log on and find any song we want, it turns out that many people enjoy letting someone else curate a set list. College radio, free of the demands of profit and playability, is a particularly great source for such serendipity.

And it's about more than music. Between 2004 and 2010 I was co-host and co-producer for a public affairs show on WRVU. At a time when local news was disappearing, we provided lengthy interviews with city politicians, Congressional representatives and authors. And people listened: I long ago lost track of how many times strangers, upon recognizing my voice at a coffee shop or in line at the movies, engaged me about a recent guest or news item from our show.

Vanderbilt Student Communications has asserted that WRVU will be able to move to Internet and HD radio stations. And I'm sure some listeners will tune in. But not many: few people regularly turn to Internet radio, and even fewer listen in their cars, where FM radio is a staple. And the Internet is less well-suited to building a strong local community than a 10,000-watt tower with regional range.

As a result of the \$3.3 million sale, Vanderbilt Student Communications will create a new endowment to cover its other media properties, including campus magazines and newspapers, "in perpetuity," insulating them from the university's year-after-year budget process.

I'm sure this makes good financial sense, and there are many people on campus who will benefit from the exchange. But value, especially in an academic setting, can't be reduced to simple economics. As a powerful forum for ideas, college radio stations are vital parts of student and community life, and Nashville will soon join other cities in discovering that their silence is deafening.

Freddie O'Connell is the former co-host and co-producer of Liberadio, a radio talk show in Nashville.

A version of this op-ed appeared in print on June 12, 2011, on page WK11 of the New York edition with the headline: The Day the Music Died.

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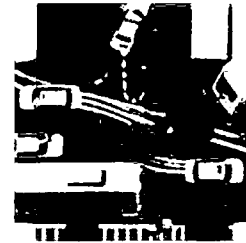
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EXHIBIT G

**S. Haruch, “A Year After The WRVU Sale, The License Transfer
Still Isn't Complete — And The FCC Could Still Intervene,”
Nashville Scene (June 7, 2012)**

Nashville Scene

A year after the WRVU sale, the license transfer still isn't complete — and the FCC could still intervene

What's Left of the Dial

by STEVE HARUCH @STEVEHARUCH

NEWS - CITY LIMITS

June 07, 2012

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For a surreal stretch of hours last June, a radio tuned to 91.1 FM in Nashville did nothing but emit bottomless, hissing static. The erstwhile WRVU, which for decades beamed out an engaging, erratic mishmash of everything from punk rock to country classics, jump blues to hip-hop, had been sold to local NPR affiliate WPLN, its signal cut off abruptly.

click to enlarge



A year later, the frequency is home to WFCL and its schedule of classical music, and WRVU is now an online and HD-radio entity. But the broadcast license for 91.1 FM still legally belongs to Vanderbilt Student Communications — and so, although everything has changed, in a sense nothing really has.

As was the case a year ago this week, three things still have to happen before the sale can be completed in full. First, WPLN must pay the remaining \$3.05 million balance on the purchase price. Second, WPLN must apply to the Federal Communications Commission for transfer of the broadcast license by December of this year. And last, the FCC must approve the license transfer.

Nashvillians of a certain tax bracket likely have already received an entreaty to help pick up the remainder of the tab for the new classical station. A cheerful yellow package, replete with an engaging narrative by arts writer (and *Scene* contributor) John Pitcher and upbeat quotes from Mayor Karl Dean and TPAC president Kathleen O'Brien, extols the reader to make "a sound investment" in the nascent WFCL — with an ultimate goal of \$4.5 million to cover the purchase, equipment upgrades and additional staff.

WPLN president Rob Gordon tells the *Scene* that if all goes well, the campaign will probably take "two to three years" to raise the needed money. "We knew that going in," he adds, while admitting the process has been bumpy at times. "We've learned a lot about capital campaigns," he says with a gentle, self-deprecating laugh.

But no matter how long the fundraising slogs on, Gordon says money won't be an obstacle to consummating the sale with VSC come year's end. "We've secured bridge financing," Gordon explains, which will come in the form of a loan from SunTrust.

The new station itself appears to be thriving. "Within weeks more than 40,300 people were enjoying classical music each week on 91.1 FM," according to the capital campaign brochure. "The audience took off really fast," Gordon adds, citing an increase of about 10,000 listeners above WRVU's average FM audience over a previous five-year stretch — though some of the WRVU numbers were recorded using an older, less accurate system of measurement. A recent live broadcast of the Nashville Symphony Orchestra performing at Carnegie Hall showcased the potential for the new WFCL to support and show off an orchestra with growing national clout.

At the same time, WRVU — which *College Music Journal* called "one of the nation's top college stations" just four months before it was pulled from the FM band where WFCL is now — has attempted to make do with a potentially limitless online audience but, at least for the time being, a diminished reach in its own backyard. Which raises the question: Does what the Nashville airwaves gain in WFCL make up for what they have lost in WRVU?

One person in a unique position to assess that balance is former *Scene* managing editor Jonathan Marx. A longtime journalist as well as a veteran of the Nashville band Lambchop, Marx now serves as director of communications for the Nashville Symphony Orchestra, which stands to benefit in visibility and audience cultivation from the new classical-music station. And yet Marx himself is a WRVU alumnus — proof of the community impact the old 91 Rock once had.

"Professionally and personally speaking, I think it's wonderful that Nashville now has a 24-hour classical station, which wasn't even the case before," Marx says. "I love the fact that WFCL not only broadcasts classical music, but as WPLN did in the past, it also broadcasts Nashville Symphony concerts each season, which provides an opportunity for people who

EXHIBIT G-1

might not otherwise have the means to tune in and hear their hometown orchestra.

"All that said, I can't be objective about the loss of WRVU because it was such a formative part of my life, from the age of 10 onward. My brother had a show on the station when I was in high school, and so did a friend of my sister's. And, eventually, my friends had shows on the station, and so did I. And through that process of experiencing the station's often erratic and unprofessional output, both as a listener and as an on-air host, I grasped the idea that, wow, maybe I could actually do something with my life where I was able to share the experience of music with other people. So I really do have WRVU to thank (along with a lot of other things) for inspiring me to pursue a job in the arts."

That kind of testimonial is a major reason why the WFCL/WRVU transition provoked such hard feelings — and why a core group of 91 Rock supporters continues to lobby to thwart the sale.

"The future of WRVU is of course yet to be written," Vanderbilt Student Communications board chair Mark Wollaeger told the *Scene* last June. "Largely it is up to the WRVU staff and DJs, who will have VSC's financial and moral support in making the transition into a streaming and HD future." (Wollaeger did not reply to repeated interview requests for this story.)

Vanderbilt junior Robert Ackley was student general manager when the sale was announced, and perhaps more than any other WRVU staffer at the moment is in charge of charting the station's future. In a video interview posted on *InsideVandy* last June, Ackley characterized the way the VSC board voted on the sale — calling an extra meeting soon after telling him (and the *Scene*) that no decision had been made — as "kind of underhanded."

But in the year since, Ackley has moved away from resistance and instead tried to focus on making the new WRVU — streamed via a third-party Internet service called Live365, and over the air to what he admits is a very limited audience via HD radio — the best it can be. And while he still describes losing the FM frequency as "terribly unfortunate," Ackley says, "We exist for the discovery of music. We can still do that."

Ackley is careful to parse how he describes the new WRVU's audience: There are "hundreds of streams open every day," he says gingerly, which is likely far less than the 30,000 or so weekly listeners the station enjoyed over the airwaves. But it's clear Ackley sees the advantages, and potential for growth, that come with existing in the digital realm.

"I feel pretty optimistic," Ackley says. "We have a lot of data to suggest things are going well." One interesting stat: Undergraduate applications for DJ training have almost doubled since the station went off the air. "A lot of people feel they want to prove WRVU still has a lot to offer, even online," Ackley says. "Ironically, losing the frequency has rallied support."

Another interesting stat: According to Gordon, so far only two Vanderbilt students have participated in the WPLN internship program that was part of the sale agreement — "the part that really excites us," as Wollaeger put it in a video interview with *InsideVandy*.

Meanwhile, something curious has happened — or rather, hasn't happened: Some 16 months after college station KUSF in San Francisco was sold to the radio network KUSC, the FCC still has not approved the transfer of that broadcast license. Instead, the FCC issued a letter of inquiry, halting the transfer process until a litany of questions could be answered to the regulators' satisfaction. As of this writing, the sale is still in limbo.

Asking for some clarification in a multimillion-dollar deal may not sound unusual, but according to Tracy Rosenberg, executive director of Media Alliance in Oakland, Calif., the FCC's action was "almost unprecedented in a noncommercial license transfer." Speaking to the *Bay Citizen* earlier this month, communications attorney Michael Couzens characterized the delay as "extremely unusual," adding that such a setback has the potential to derail a deal as financial backers tire of waiting. Couzens is currently working with those hoping to scuttle WRVU's acquisition.

And while some details unique to the KUSF deal may have raised the FCC's suspicions — accusations of premature fundraising and destruction of station equipment prior to the sale announcement — many college radio watchers see the KUSF case as a potential bellwether. "Our sense," Rosenberg says, "is that [the FCC is] concerned about consolidation on the noncommercial educational band."

Sharon Scott doesn't just share that sense — she's betting on it. Scott is president of WRVU Friends and Family, a nonprofit group dedicated to returning the station to the FM airwaves. "Below 92 FM is reserved for the people of America to use as communications, and the government wants to be sure it's being used properly to serve the local community," Scott says. "That's a big issue for the FCC, and one issue where we think [the WRVU sale is] going to run into trouble."

It remains to be seen what the FCC will finally decide in the KUSF case, and what bearing, if any, that decision will have on the WRVU sale. But many observers see a connection. "Our attorneys see this as a national issue," Scott says, and both she and Rosenberg point to a string of university broadcast license sell-offs in recent years, mostly to classical music stations or religious broadcasters. To college radio stalwarts like Scott, this trend has been detrimental to local audiences.

"We believe WRVU served the community greatly," Scott says, "and do not believe another Nashville Public Radio station will serve the same community."

When WPLN applies for transfer of the WRVU broadcast license, the general public will have 30 days to comment. During that time, WRVU Friends and Family intend to submit what's called a petition to deny — that's what triggered the holdup of the KUSF sale, and it's where WRVU Friends and Family see their opening, no matter how much of a long shot it may be. "We realize the only way to really save the frequency is to fight it with the FCC," Scott says, citing the failure of petitions and letter-writing campaigns to move the needle at all with the Vanderbilt administration, which has remained steadfastly and emphatically hands-off.

"Even though it seems like it's all over and done," Scott says, "it's really exciting when you dig in and see how close and how possible it is to get WRVU back on the air." While Ackley may not share Scott's optimism, he says without hesitation, "Everyone at the station would be glad to get the frequency back."

But would a victory for WRVU Friends and Family really be a victory at all? Even if the FCC did block the sale — which would be unprecedented — the license would still belong to VSC, the very corporation that decided to sell it in the first place. Ackley and Scott both note that there was no representative from WRVU when the VSC board voted to sell the license. But there will be later this year when, if all goes as planned, the FCC will receive the license transfer application and, shortly thereafter, the petition to deny. At that point, the future of the Nashville airwaves will once again hang in the balance.

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EXHIBIT H

**K. Green, “WRVU Sale Creates Static,” *WPLN-FM Nashville*
(June 9, 2012) (published transcript)**



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WRVU Sale Creates Static

Thursday, June 09th, 2011, by Kim Green
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Emotions are running high this week following the sale of WRVU to Nashville Public Radio. On the one hand, fans of college radio are mourning the loss of another student broadcast channel on the FM dial. On the other, Nashville Public Radio is hopeful that two signals -one news, one classical, is the ideal combination.

WRVU is the latest domino to fall in a string of universities selling their college radio stations—Rice University in Houston, University of San Francisco, and Trevecca in Nashville have all sold in the last year, as many colleges turn to online and HD broadcasts. WRVU was born as a pirate radio station in a student's dorm room sixty years ago, broadcasting big band and country music. Over the years, it became a legitimate, student-run service, and the one place where you never knew what you might hear, from old blues to trance music to some deejay's favorite 70s song.

Deejay: Oh ho ho! We have liftoff.

(Music: If I Can't Have You)

DJ Ron: It's the end of an era.

Ron Slomowicz, known to fans as DJ Ron, was a Saturday afternoon fixture on WRVU. He's been spinning dance music and hosting a gay-and-lesbian talk show called Out of the Closet on 91.1 for nearly 20 years. There is nothing else like his show anywhere on the dial in Nashville.

DJ Ron: And I really think people in Nashville are gonna miss WRVU. And yeah, it wasn't always the best music, it wasn't always the best DJs. I cringed when I listened sometimes. But that's the joy of college radio. And you just don't get that anywhere else.

For months, students, alumni, and longtime fans rallied to the "Save WRVU" movement, spurring lots of Facebook and Twitter traffic and a string of fundraisers. Since the sales announcement, online anger has ramped up, with some aimed at WPLN for usurping a beloved radio station and more directed at Vanderbilt Student Communications, the faculty-student group that oversees student media on campus and made the decision to sell.

Wollaeger: I understand people being um, feeling really a sense of loss and sadness. I understand that completely.

English professor Mark Wollaeger chairs the VSC board. He says shedding the license was a tough decision. But with ad revenues falling in the student newspaper, and the market value of radio stations declining, he says it's

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time for Vanderbilt to adapt to a changing media landscape.

Wollaeger: Frankly, very few students listen to the radio over the air. They listen online.

In purchasing WRVU, Nashville Public Radio now has two stations, one dedicated to news, one to classical music. It's kind of a move in reverse. In the last few years more than a dozen public radio stations, including WPLN, changed their daytime music formats to all news. It was a bid to draw more financial support. Now stations in places like New York and Boston are making a move back towards classical by adding another frequency. WPLN station manager Rob Gordon says that's the ideal combination. He and the WPLN board have been watching other stations make this move.

Gordon: Vermont is another good example. Because they took off the classical music a few years ago. They had to buy new stations, but gradually the Vermont Public Radio now has a statewide news and a statewide classical music service. And they are just far more successful than they were prior to that.

Gordon says that's the expectation in Nashville—that its news and music channels will be self-sustaining. He says WPLN can't just write a 3.3 million dollar check to purchase WRVU. The station's making a down-payment and planning a capital campaign to pay off the balance in the next eighteen months. During that time WPLN will apply for an FCC license transfer. The group WRVU Friends and Family says it's not a done deal. It plans to challenge the transfer.

Deejay: Oh, well. Let's listen to some music.

(Music: "On the Radio," by Donna Summer)

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