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Before the
FEDERAL COMMUNICATIONS COMMISSION

Washington, D.C. 20554

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Federal Communications Commission
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In re Application of)
)
VANDERBILT STUDENT COMMUNICATIONS, INC.)
for renewal of license of)
WFCL (FM-Ed), Formerly: WRVU (FM-Ed))
_____)

File No. BRED-0120326AEY
Facility ID No. 69816

To: Chief, Media Bureau

PETITION TO DENY

WRVU FRIENDS & FAMILY

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June 30, 2012

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SUMMARY

WRVU Friends & Family petitions to deny the application for renewal of WRVU submitted by Vanderbilt Student Communications, Inc. The licensee has entered into a conditional sales contract and a time brokerage with a local National Public Radio member station. The contract has not been finalized because the buyer has not yet raised all the money. Petitioner's contentions center on this transaction, which at this time makes it impossible for the Commission to make the requisite public interest findings to grant a renewal.

The licensee's corporate charter gives its board of directors express powers to support and grow student media, including WRVU. The lease of time and attempted sale are beyond the charter and were *ultra vires*. The board as then constituted lacked authority to enter into the transaction, because it had gone through several changes of control, not reported to the Commission, let alone approved. The transaction itself, in word and intent, was unlawful, under established and new rules and policies. By vesting all program, financial, personnel and operational control in the manager, it constituted a prohibited transfer without Commission approval. The management agreement and the asset purchase, taken together, also appear to have been designed to mask substantial cash payments to the licensee in exchange for 18 months use of total air time.

Viewing the conduct of the licensee over the current term, and giving special weight to more recent conduct, all the misdeeds associated with the transfer of management and the attempted sale make a positive renewal finding impossible. As a predictor of future performance, nothing positive may be concluded from the licensee's stewardship, because it has no say in the station now. Nor will the licensee be involved going forward (except as the recipient of \$3.35 million) if an assignment is completed.

The Commission is requested to designate for hearing on the basic qualification issues raised. Alternatively, the Commission should defer action until the pending purchase agreement is withdrawn, or until a formal application for assignment is made, with the opportunity for public participation.

I. INTRODUCTION

WRVU Friends & Family (Petitioner) respectfully submits a petition to deny the renewal of license WFCL (FM-Ed), Nashville, Tennessee. The station is known widely under the call sign it chose to replace on June 1, 2011, and that will be used in this Petition: WRVU (FM-Ed). The aural licenses in the State of Tennessee expire on August 1, 2012, and the licensee, Vanderbilt Student Communications, Inc. (VSC) timely submitted its application for renewal on March 26, 2012. This petition is submitted pursuant to Section 309(d) of the Communications Act, 47 U.S.C. Sec. 309(d) and Section 73.3584 of the Commission's Rulers and Regulations, 47 C.F.R. Sec. 73.3594 and is timely.

A. The Station at Issue. WRVU (FM) is a noncommercial educational broadcast station operated by Vanderbilt Student Communications, Inc. ("VSC"). VSC was incorporated on September 22, 1967 with the stated purpose of operating, publishing and disseminating media of student communications at Vanderbilt University, including operation of radio station WRVU.¹ Notwithstanding the express mission set forth in its charter, the licensee on or about June 7, 2011, entered into an Asset Purchase Agreement (the "Purchase Agreement" or "APA") with Nashville Public Radio ("WPLN").² Under the Purchase Agreement, VSC agreed, subject to Commission approval, to assign its broadcast license and other tangible assets to WPLN for the purchase price of *\$3.35 million dollars (\$3,350,000)*. WPLN agreed to pay VSC an initial cash deposit of \$300,000 and a subsequent cash deposit of \$150,000 by June 7, 2012 (Par. 2). On June 7, 2011, VSC and WPLN also entered also into a Management and Programming Agreement ("MPA") and station management, programming, operation and financing have been carried out entirely by WPLN since

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1. See Declaration of Joseph Helm ("Helm Decl.") at Exh. A (VSC Charter of Incorporation).
 2. The logical acronym for Nashville Public Radio, "NPR," easily confuses it with a national organization of that name from which it receives most of its programming. For that reason, the entity commonly refers to itself by the call sign of its flagship station, WPLN, and we adopt that practice in this filing. As the context requires, we shall also refer to the entity as the "Manager" and as the "Buyer" of WRVU ("the Station").

that date. As is customary with local management agreements generally, this instrument reserves vestigial oversight by VSC, *pro forma*.

B. Reasons to Deny Renewal. As basis for denying the renewal of license for WRVU (FM), petitioner alleges the following:

1. The APA and the MPA, by relinquishing station management and committing to an outright sale, contradicted express legal powers of VSC as set forth in its by laws, and was *ultra vires*.
2. As the result of a sudden changes in the board of directors of VSC, the then sitting board lacked valid legal authority to enter into the APA or the MPA.
3. The invalidity of these board actions was compounded by the failure to timely and accurately report the change in control to the FCC, itself a serious violation of the Communications Act and of Commission Rules.
4. Terms of the MPA are inconsistent with long-standing Commission policies, and contravene the guidelines, and are subject to the sanctions set forth with respect to noncommercial, educational licensee KUSF and Classical Public Radio Network, LLC (*In Re: University of San Francisco*, DA 12-725 (Consent Decree & Order, June 7, 2012) ("*In Re USF*")
5. The Commission is unable to find that the station served the public interest during the previous license term, because past performance is no predictor of future performance where the incumbent has relinquished all control and is contractually obligated to sell to another entity.
6. Just as with the recent KUSF consent decree, the Buyer and manager here, Nashville Public Radio, jointly with VSC violated Commission rules and policies by entering into the transaction and assuming full control of the Station.

C. **The Larger Public Policy Dimension.** While the financial support of educational and public radio has never been robust, this transaction comes at a juncture where university and other non-profit licensees are under some of the worst financial strains ever seen. These pressures are understandable, but the present danger is that licensees will be tempted to take short-term actions that may damage or destroy the avowed service for which they were entrusted with licenses. The renewal of an educational license calls upon the Commission to make the finding that such renewal will serve the public interest, at least for the future license term. In commercial broadcasting it is well established that the free play of market forces will result in ownership and program choices that serve the public more efficiently than any governmental mandate. In educational broadcasting, however, the class of potential owners is sharply restricted and specific rules govern the ability of third parties to profit from the service. Educational organizations willing to become licensees under these rules are accorded many privileges, including reduced competition for licensing, tax exemption, and government and non-government grants. Petitioner submits that contracts like the WPLN arrangements here cannot be reconciled with the Commission's core goals for noncommercial broadcasting, because they shed the educational licensee of any duties to carry forward an educational mission. So long as this transaction is in place, the Commission will be unable to make its public interest finding on the renewal application.

From the minute it became public the attempted sale of the station and broadcast license to Nashville Public Radio generated intense criticism among students, listeners, members of the Nashville community and supporters of college radio around the country. See e.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*”);³ J. Waits, *Sad Final Moments of WRVU's Terrestrial Broadcast Recounted as Supporters Fight Proposed College Radio Station*

3. Located at <http://www.nashvillescene.com/nashville/a-year-after-the-wrvu-sale-the-license-transfer-still-isnt-complete-andmdash-and-the-fcc-could-be-poised-to-intervene/Content?oid=2890560>. A copy of this article is attached to the Declaration of Alan Korn (“Korn Decl.”) at Exh. G.

Sale, Radio Survivor (June 16, 2011);⁴ D. Troop, Vanderbilt Radio Fans Vow to Fight Sale of Their Station, *The Chronicle of Higher Education* (June 19, 2011).⁵ VSC's attempted sale also has received national (and international) attention, including a New York Times Op Ed piece about the sale of WRVU and the Nashville community's loss of unique, local public affairs programming, see F. O'Connell, "The Day The Music Died," *New York Times*, Opinion Section (June 11, 2011) ("At a time when local news was disappearing, we provided lengthy interviews with city politicians, Congressional representatives and authors.").⁶ Public antipathy towards the pending sale of WRVU to WPLN stems precisely from VSC's abdication of its responsibility to serve the public interest as an NCE licensee while simultaneously profiting from the sale of this scarce public resource.

II. WRVU FRIENDS & FAMILY HAS STANDING UNDER SECTION 309(D) OF THE COMMUNICATIONS ACT TO SUBMIT THIS PETITION TO DENY

WRVU Friends & Family is a Nashville-based 501(c)(3) non-profit organization whose membership is comprised of past and present WRVU DJs and listeners, Vanderbilt University students, faculty and staff, members of the Nashville community and supporters of college radio everywhere who are committed to supporting Vanderbilt student radio broadcasting. WRVU Friends & Family operates the website www.vivawrvu.org, a Save WRVU Facebook page (with 6,400 fans) located at <http://www.facebook.com/pages/Save-WRVU/155963281089773> and another Facebook page ("Viva WRVU") located at <https://www.facebook.com/profile.php?id=100002648066294>

Attached hereto is the Declaration of WRVU Friends & Family Board Member Ron Slomowicz. In his Declaration, Mr. Slomowicz attests that he and other members of Petitioner

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4. Located at <http://www.radiosurvivor.com/2011/06/16/sad-final-moments-of-wrvus-terrestrial-broadcast-recounted-as-supporters-fight-proposed-college-radio-station-sale/>
 5. Located at <http://chronicle.com/article/Vanderbilt-Radio-Fans-Vow-to/127946/>. A copy of this article is attached to the Korn Decl. as Exh. E.
 6. Located at <http://www.nytimes.com/2011/06/12/opinion/12oconnell.html>. A copy of this New York Times OpEd article is attached to the Korn Decl. as Exh. F.

reside within the service area of WRVU. He also attests to the harm incurred by WRVU Friends & Family and its members arising from sudden unapproved changes to VSC's Board majority, VSC's abandonment of its corporation mission, and VSC's *de facto* delegation of control over WRVU to Nashville Public Radio. For these reasons, Petitioner has standing to file this Petition, 47 U.S.C. Section 309(d); *Office of Communication of the United Church of Christ v FCC*, 359 F.2d 994 (D.C. Cir. 1966) ("*UCC v. FCC*")

III. LEGAL ANALYSIS

A. **THE APA AND THE MPA, BY RELINQUISHING STATION MANGEMENT AND COMMITTING TO AN OUTRIGHT SALE, CONTRADICTED EXPRESS LEGAL POWERS OF VSC AS SET FORTH IN ITS CHARTER AND BYLAWS, AND WAS ULTRA VIRES.**

The VSC Charter of Incorporation, adopted on September 20, 1967, sets forth one, and only one purpose of the organization:

for the purpose of the operation, publication and dissemination of student communication media at Vanderbilt University, including but not limited to, the *Vanderbilt Hustler*, *The Commodore*, *Spectrum*, *Prometheus*, *The Dirty We'Jun*, *Masquerader*, and radio station WRVU.

Helm Decl., Exh. A-1. Under the Tennessee law of corporations and associations. "(a) Every corporation incorporated under chapters 11-27 of this title has the purpose of engaging in any lawful business unless a more limited purpose is set forth in the charter." 2010 Tennessee Code Title 48 - Corporations And Associations Chapter 13 - Purposes and Powers 48-13-101. The general powers of this corporation do not contain any generic "things necessary and proper" clause. but further limit the organization, because they do not authorize the piecemeal sale of assets. Rather, the only stated authority to sell or give away assets is in conjunction with the dissolution of the entity.⁷

7. "The members may, at any time, voluntarily dissolve the corporation by a conveyance of its assets and property to the State of Tennessee, any County or Municipality of the State, or to any other corporation holding a charter from the State for purposes not of individual profit, first providing for corporate debts; provided that assets and any property so conveyed shall be used by the grantee for purposes similar to those of the conveying corporation." Helm Decl.. Exh. A-2.

VSC's Bylaws Appendix approved 4/10/2002 states this as to the Corporate Mission:

Critical to all facets of the VSC mission is, above all, the preservation of a core set of student media outlets that provide the most expansive opportunities for students, the most significant and enduring sources of revenue, and the most recognized mediums of outreach and appeal to the University's local, regional, and national audience.

Id. at Exh. B-8, Section 1(b). The bylaws further provide:

VSC bears a directed responsibility to the students and community of Vanderbilt to provide for the preservation and improvement of these mediums of student mediums above all.

Id. at Par. 2, Section 1(d)).

For more than forty years, VSC adhered to this charter. However, in approximately June 2011 the Board's voted to sell the broadcast license for WRVU (FM) to WPLN for \$3.35 million dollars.⁸ Under this deal, VSC also agreed to hand over day-to-day operations of the facility to WPLN on a 24 hours a day, seven days a week basis, while the Buyer seeks to raise the purchase price. It is difficult to imagine any action of the Board more antithetical to its stated charge, and less possible to square with the limits on its express authority, than an outright sale or lease of WRVU to an entity having no interest in or involvement with student or campus life. *See also* Helm Declaration at Exh. B-8, Par. 2 at Section 1-C (VSC Bylaws) ("A variety of media exist on college and university campuses whose preservation is necessary and proper for the constituency of an elite institution with aspirations towards broad national aims. The delivery systems for these media include . . . radio"). Because the VSC Board lacked authority to assign the NCE license

This clause also would appear to restrict even a wholesale conveyance, upon dissolution, to a grantee providing student media services.

8. VSC's pending Purchase Agreement with WPLN is yet another transaction in what is quickly evolving into a national trend towards the consolidation and commercialization of public radio outlets. Recent deals seeking to purchase and transform flagship college radio stations into mainstream classical and jazz outlets include the sale of Rice University's KTRU FM in Houston, the sale of WDUQ FM originating from Duquesne University in Pittsburgh, and the sale of University of San Francisco's award winning KUSF FM to owners of the formerly commercial KDFC. Each of these transactions involve broker/buyer Public Radio Capital, whose Managing Directors Susan Harmon and Marc Hand have equated NCE licenses to "beachfront property" and asserted that "every College Station in the country is at risk."

under its corporate charter and bylaws, the actions were *ultra vires* and raise substantial questions as to the licensee's fitness and require a hearing into whether renewal of the license is in the public interest.

B. BECAUSE OF SUDDEN AND ABRUPT CHANGES IN MAJORITY CONTROL WITHOUT COMMISSION APPROVAL, THE THEN SITTING BOARD LACKED VALID LEGAL AUTHORITY TO ENTER INTO THE APA OR THE MPA

Section 310(d) of the Act states as follows:

No construction permit or station license, or any rights thereunder, shall be transferred, assigned, or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any corporation holding such permit or license, to any person except upon application to the Commission and upon finding by the Commission that the public interest, convenience, and necessity will be served thereby.⁹

Normally, a change of fifty per cent (50%) or more of the board of directors or other governing body is treated as a transfer of control, necessitating a "long form" application and plenary review of the acquiring control group. In noncommercial broadcasting, the Commission has recognized that turnover may occur gradually over time, through normal rotation, term limits, and vacancies for whatever reason. *See Transfers of Control of Certain Licensed Non-Stock Entities*, 4 FCC Rcd 3403 (1989) ("Non-Stock Transfer NOI").¹⁰ Gradual changes in the governing boards generally need to be reported only where appropriate on the licensee's ownership report. *Id.*, Par. 29.

However changes to Board membership that are "substantial" (i.e., a change in the majority of the board) and "abrupt" (i.e., multiple seats and the effective majority changing in less than one (1) year) must be reported to the Commission using Form 315 ("Long Form) to determine whether there has been a change in an organization's purpose or mission suggesting a transfer of licensee control, or an exercise of control raising new qualification questions. In contrast, Form 316 (Short

9. 47 U.S.C. § 310(d).

10. The Non-Stock Transfer NOI described a membership organization as an entity in which a body of members elects a board of directors, which in turn exercises policy making authority in accordance with the entity's written organizational document. Examples of "membership" include contributors to a non-profit organization who are entitled to vote for the organization's board of directors, or individuals who belong to an association or union, or the congregation of a church. Non-Stock Transfer NOI ¶11.

Form) must be filed where transfer of board control is insubstantial or gradual.¹¹ Licensees submitting Form 315 are also obligated to make broadcast announcements concerning their filing of the application, and the Commission entertains Petitions to Deny the application for a 30-day period following issuance of a Public Notice. See Sections 73.3580 and 73.3584. Filers on Form 316 are required to certify that they have determined that use of the “short form” is appropriate.

The facts here show that during the current license term VSC has undergone substantial and abrupt changes to the Board’s voting majority on multiple occasions. Petitioner contends that in the absence even of reporting, let alone Commission approval, these changes denied the entity any legal authority to sell off its license. For the same reason the current illegitimate board lacks the authority to monetize its airtime by leasing all of its air for consideration, an “expense reimbursement” and for one-time payments of \$450,000 loosely characterized as down payments on the sale. See *infra* at pp. 17-18 and Korn Decl., Exhs. G and H.

According to the VSC Bylaws approved April 10, 2002, as amended,¹² the Board of Directors is to be comprised of the following individuals:

“Board members with voting privileges shall include three members of the University faculty and five student representatives. Non-voting members shall include a representative of the University’s Office of the Dean of Students, and the Director of Student Media. The officers of the Corporation shall be the Chair, the Vice Chair, the Secretary and the Director of Student Media.

11. Section 309(b) of the Act provides that prior to the grant of any application for the assignment or transfer of a license, the Commission must issue a public notice followed by a 30-day waiting period in which, pursuant to Section 309(d) any “party in interest” may file a petition to deny the application. Alternatively, Section 309(c) of the Act provides that certain types of applications, e.g., transfers not involving a “substantial change” in control, are exempted from those procedures identified in Section 309(b). Under Commission regulations, applications for a transfer of control subject to the notice and 30-day waiting period of Section 309(b) are filed on FCC Form 315 (“Long Form”) whereas transfer applications falling within one of the exceptions listed in Section 309(c) are filed on FCC Form 316 (“Short Form”). See 47 C.F.R. Section 73.3540. [A different long form (No. 314) is provided for assignments to independent entities.]

12. See Helm Decl., Exh. B.

(Emphasis added). In addition, Section 1(b)(2) of the Bylaws provides that “Student Representatives shall be appointed by the Board each year, in alternating years, for two-year terms.” As described above, VSC was required to submit the Form 315 “Long Form” and identify outgoing and incoming board members whenever there was a change in the Board majority within a (1) year period. *See e.g., Instructions for Form 315, Section 3(E)* (Identifying parties to the application for entities that are not individuals, partnerships, corporations or LLCs as “[e]ach executive officer, member of the governing board and owner or holder of 5% or more of the votes in the applicant.”). *See also* Form 315 application, Section II, Question 4 (requesting information as to “[c]hanges in [transferor] interest as a result of transfer”) and Section IV, Question 6(a) (asking for “parties to the application” with respect to transferee)

Here, between the relevant period between August 2010 and March, 2012 when VSC authorized the MPA and Purchase Agreement, the Board of Directors underwent majority changes that should have triggered the filing of Form 315. Instead, these were reported episodically as though they were gradual. These changes are summarized as follows:

1. **Change in VSC Board between March 2, 2010 and August 26, 2010** (new board members identified in *italics*)

VSC Form 323-E– March 2, 2010

1. Kevin Leander (Chair) (12.5% Interest)
2. Vanessa Beasley (12.5% Interest)
3. Mark Wollaeger (12.5% Interest)
4. Sydney Wilmer (12.5% Interest)
5. Brendan Alviani (12.5% Interest)
6. Phil Carroll (12.5% Interest)
7. Allie Diffendal (12.5% Interest)
8. Courtney Kissack (12.5% Interest)
9. Justin Tardiff (Proxy) (12.5% Interest)
10. Chris Carroll (Exec. Director) (0% Interest)

VSC Form 316 – August 25, 2010

VSC Form 323-E – September 22, 2010

1. Mark Wollaeger
2. *Marc Hetherington*
3. *Kyle Blaine*
4. *Laura Dolbow*
5. *Laura Carpenter*
6. Phillip Carroll, IV
7. Courtney Kissack
8. *Thomas Shattuck*
9. Justin Tardiff

11. Paige Clancy (Secretary) (0% Interest)
12. Steve Caldwell (Ex Officio) (0% Interest)

Here, the Form 316 (Short Form) and Form 323-E Ownership Reports filed with the Commission reveal a majority of five (5) new voting board members (comprising a 55.5% majority) appointed to the VSC Board commencing in or about August 2010. Only four (4) out of nine (9) Directors (Mark Wollaeger, Phillip Carroll, Courtney Kissack and Justin Tardiff) continued on the VSC Board between March 2010 and August/September 2010. In addition to violating VSC Bylaws requiring that students be appointed for two-year terms, the licensee violated Rule 309(b) and Section 73.3540 by neglecting to file Form 315 and failing to obtain Commission approval as to this sudden shift in the Board's majority.

2. Change in VSC Board between September 22, 2010 and July 14, 2011 (new board members identified in *italics*)

VSC Form 316 – August 25, 2010	VSC Form 316 (Short Form) – Aug. 22, 2011
VSC Form 323-E – September 22, 2010	VSC Form 323-E November 14, 2011
1. Mark Wollaeger	1. Mark Wollaeger
2. Marc Hetherington	2. Marc Hetherington
3. Kyle Blaine	3. Kyle Blaine
4. Laura Dolbow	4. Laura Dolbow
5. Laura Carpenter	5. <i>Frederick Dreves</i>
6. Phillip Carroll, IV	6. <i>Meghan Rose</i>
7. Courtney Kissack	7. <i>Meryem Dede</i>
8. Thomas Shattuck	8. <i>Vanessa Beasley</i>
9. Justin Tardiff	

The Form 316 (Short Form) and Form 323-E Ownership Reports filed with the Commission here reveal four (4) out of eight (8) new voting board members (i.e., 50%) appointed to the VSC Board for the first time in or about August 2011. Four (4) other members (Mark Wollaeger, Marc Hetherington, Kyle Blaine and Laura Dolbow) continued on the VSC Board between September 2010 and August 2011. This sudden fifty percent (50%) shift in voting rights reflected a change in control to the extent that these new board members could deadlock and thereby obstruct any Board

decision. This shift in Board control again necessitated the filing of Form 315 (Long Form) in accordance with Section 309(b) and Section 73.3540. Soon thereafter the reconstituted board voted to sell the Station and relinquish all air time.

C. THE INVALIDITY OF THESE BOARD ACTIONS WAS COMPOUNDED BY THE FAILURE TO TIMELY AND ACCURATELY REPORT OTHER CHANGES IN MAJORITY CONTROL TO THE FCC, ITSELF A SERIOUS RULE INFRACTION.

The reporting failures identified above had been long standing. VSC's latest renewal was granted on September 7, 2004. Since that date, there have been repeated unauthorized or unreported transfers of control of the entity. A summary of major changes to the VSC Board of Directors between August 27, 2004 and March 26, 2012 is attached hereto as *Attachment A*. This summary is based on information submitted by VSC in the following documents:

1. Corporate Annual Reports filed by VSC with the Tennessee Secretary of State between August 27, 2004 and September 2, 2010 (Helm Decl., Exh. C);
2. Form 323-E Ownership Reports filed by VSC with the Commission between April 1, 2004 and March 26, 2012 (Korn Decl., Exh. C); and
3. Form 316 (Short Form) Ownership Reports filed by VSC with the Commission on or about August 25, 2010 and August 22, 2011 (Korn Decl., Exh. D).

1. Unreported Change in Board Majority between August 2004 and August 2005

In its August 27, 2004 Corporate Annual Report filed with the Tennessee Secretary of State, VSC identified thirteen (13) board members, eight (8) of them individuals identified as "voting members." As noted in Attachment A and accompanying exhibits, the Corporate Annual Reports VSC submitted with the Tennessee Secretary of State one year later (August 24, 2005) identifies five (5) new voting board members (Bruce Barry, Anne Malinee, Mike Burns, Christina England and David Fotouhi) comprising a 62.5% voting majority. Only three (3) voting board members (Brad Vivian, Andy Dozier and Gosha Khuchua) remained one year later. Moreover, only one (1)

non-voting¹³ “ex officio” board member (Chris Carroll) out of the five (5) previously identified in the 2004 filing reappears in VSC’s August 2005 Corporate Report.

Among other things, this abrupt change in Board control violated VSC Bylaws providing for student representatives to be appointed for two-year terms. Moreover, this 62.5% change in voting board membership (and approximately 70% transfer of *total* membership) reflects a sudden change in the Board majority that again triggered the filing of Form 315 (Long Form). No such form was ever submitted by the licensee. Significantly, VSC was aware of Commission requirements under Section 309(b) and Section 73.3540 given its prior filing of a Form 315 on February 24, 2004 in connection with a previous “roll-over” of the Board of Directors membership.

2. Unreported Change in Board Majority Between August 2005 and September 2006

VSC’s Corporate Annual Report filed on September 25, 2006 identifies four (4) out of eight (8) new voting board members (50%) appearing for the first time in VSC’s September 2006 Corporate Annual Report (Stefanie Lindquist, Michael Ward, Rhyse Nance, Ally Smith). Four (4) out of eight (8) voting board members (Brad Vivian, Bruce Barry, Christina England and David Fotouhi) remained on the VSC Board one year after the August 2005 report was filed. Even factoring in the one non-voting member who remained on the Board the following year (Chris Carroll, Director of Student Media) and the new non-voting Secretary member (Paige Clancy),¹⁴ this September 2006 report still reflects a 50% change in overall membership. This sudden fifty percent (50%) shift in the board membership again reflected a shift in “negative control” based on the ability of new voting members to effectively block any Board action. Despite this, VSC failed to seek or obtain approval from the Commission concerning this major and sudden change in control by filing a Form 315 *or* Form 316. As noted above, this change also violated VSC’s Bylaws which require students to be appointed for two-year terms.

13. VSC’s bylaws provide that the Director of Student Media shall be a non-voting member of the Board of Directors. *See* VSC Bylaws, Exh. A, Section 23(g).

14. Form 323-E Ownership Report which VSC filed on March 21, 2006 identifies Chris Carroll and Paige Clancy as each retaining 0% voting interest. *See* Korn Decl., Exh. C. Paige Clancy is omitted from VSC’s Corporate Annual Report dated September 25, 2006.

3. Unreported Change in Board Majority Between March 2008 and August 2008

Assuming VSC's August 28, 2007 Corporate Annual Report is consistent with its Form 323-E filed with the Commission in March 2007,¹⁵ it would appear that four (4) out of eight (8) voting members were newly appointed to the VSC Board between August 2007 and August 2008 (Vanessa Beasley, Courtney Rogers, Sydney Wilmer and Claire Constantino). This sudden fifty percent (50%) shift in the board membership again reflects the new members' "negative control" over decisions based on their ability to create deadlock with respect to any Board decision. Again, VSC was again obligated to submit a new Form 315 (Long Form) to the Commission to document this sudden and abrupt change to the Board's composition. No such form was filed. In addition, VSC failed to file a Form 316 (Short Form) in connection with this substantial change in Board membership

Petitioner concedes that failure to file Form 315 on one occasion could arguably be construed as mere oversight. VSC's routine and continued failures to seek or obtain Commission approval raises a fact issue regarding the applicant's truthfulness and character. This is particularly so where there was continuity from 2004 through 2012 as to supervision of the station by the Director of Student Communications (Chris Carroll), charged with coordinating the activities of attorneys, engineers and other in connection with station operations. *See* VSC Bylaws, Article 2. Section 1(b) and Exh. A, Par. 23, Section 1. Rather, VSC's repeated failures to comply with Commission rules suggests these were willful and deliberate acts that raise questions as to the licensee's fitness and ability to operate in the public interest.

15. See Attachment A at footnote 1. The Corporate Annual Report filed with the Tennessee Secretary of State on August 28, 2007 contains an apparent scanning error that omits page 2 identifying certain Board Member. Petitioner on information and belief asserts those members are identical to the board members subsequently identified in VSC's Form 323-E Ownership Report dated March 3, 2008. Petitioner is attempting to obtain the missing page(s) from the Tennessee Secretary of State, and hopes to supplement this Petition once those documents are made available.

D. THE COMMISSION MUST ANALYZE THE APA AND MPA TOGETHER AND FIND THAT \$450,000 WAS CONVEYED TO LICENSEE IN CONSIDERATION FOR THE SALE OF AIR TIME, IN VIOLATION OF SECTION 73.503(C) OF THE RULES.

Under Commission policy, a conditional sales agreement is treated as an option, not requiring an assignment application until the conditions are met. Here the APA was disclosed, as required, Ownership Report BOA-20120326AEX, and submitted. Normally management agreements are not reviewed for Commission acceptance as they come into being, and here the MPA was disclosed and submitted also, *Id.* Even though no contract has been finalized, nor any assignment application submitted, these documents must be reviewed for their high relevancy to basic qualification of this licensee at renewal.

On June 7, 2012, the Commission issued an Order in response to the Letter of Inquiry concerning the unauthorized Public Service Operating Agreement (“PSOA”) between USF and CPRN. See *In Re: University of San Francisco*. DA 12-725 (Consent Decree & Order, June 7, 2012) (“*In Re USF*”). Under that PSOA, USF had agreed to make the station’s facilities available for programming supplied by CPRN “for up to 24 hours a day, seven days per week” while USF’s proposed assignment of broadcast license was pending with the Commission. *Id.* at Par. 4. The Consent Decree noted the following key facts with respect to that transaction:

In consideration for making station airtime available to CPRN, the PSOA provided that CPRN will reimburse USF for any expenses incurred in connection with delivering and broadcasting CPRN programming, including the cost of broadband or other circuits used for delivery and reception of the programming, electrical power to the transmitter site, regulatory fees, insurance rider, and telephone expenses incurred at the transmitter site. Additionally, CPRN agreed to pay USF: (1) \$5,000 per month for the first 120 days during which the PSOA is in effect; and (2) \$7,000 per month for the remainder of the first year of the PSOA term. Documentation provided by USF shows that USF collected over \$38,000 in PSOA fees from CPRN, plus nearly \$10,000 in tower cost reimbursement, from January through July 2011. The PSOA fees were ended by an amendment to the PSOA after the Bureau sent its Letter of Inquiry to USF and CPRN.

Id. The Media Bureau concluded that the payments in excess of expenses violated 73.503(c) of the Rules, which prohibits the sale of station time for profit.¹⁶ Consequently it also held that USF's and CPRN's certifications that the PSOA complied with Commission's Rules and policies were untrue. In their Consent Decree, the parties stipulated to that effect and agreed to a "voluntary contribution" of \$50,000 jointly, based on this violation. *Id.* Pars. 11, 12.

Applying the ruling to this transaction, we must first consider the role here of the Management and Programming Agreement (MPA) between VSC and WPLN. Virtually all such contracts are entered into jointly with an asset purchase when the contract is merely executory, as a bridge to cover the time period while FCC approval is sought. The KUSF ruling carefully avoided any legal conclusion that such agreements violated FCC rules and regulations as a general proposition.¹⁷ But the present case all but demands such scrutiny.

16. 47 U.S.C. Section 73.503(c) states as follows:

(c) A noncommercial educational FM broadcast station may broadcast programs produced by, or at the expense of, or furnished by persons other than the licensee, if no other consideration than the furnishing of the program and the costs incidental to its production and broadcast are received by the licensee. The payment of line charges by another station network, or someone other than the licensee of a noncommercial educational FM broadcast station, or general contributions to the operating costs of a station, shall not be considered as being prohibited by this paragraph.

17. The ruling was accompanied by a Press Release from the head of the Media Bureau, reaffirming the position on Sec. 73.503(c), but steering clear of saying that the Bureau in the future would either condone or condemn this type of MPA device generally: "I do wish to note that the relevant rules only apply to payments for program time and do not limit the ability of NCE stations to enter into other types of contracts such as a sale agreement, an option to buy or sell a station, a right of first refusal to buy a station, etc. I would like to emphasize that if an NCE licensee or programmer is not certain about how the relevant rule might apply to a particular transaction, they should contact the Audio Division or the Video Division, as appropriate, to discuss it in advance." *See* Statement of Media Bureau Chief William T. Lake Regarding Adoption of Consent Decree With The University of San Francisco and Classical Public Radio Network LLC (June 7, 2012) (located at <http://www.fcc.gov/document/media-bureau-chief-statement-kusf-fm-consent-decree>).

Pro forma, the MPA here is limited to the reimbursement of Buyer's expenses (Itemized reimbursements in Schedule 1(c); See Korn Decl. at Exh. A-14). However, this reimbursement-only plan is impossible to de-couple from the Asset Purchase Agreement. The Purchase Agreement provides for an initial payment of \$300,000 to VSC at the signing and a second payment of \$150,000 to VSC one (1) year later. See Korn Decl., Exh. B-2, Par. 2(a). In the event of a breach or default by Buyer, Seller keeps these deposits as liquidated damages. *Id.*, Exh. B-14, Par. 19(d). In the event of a termination without fault by either Party, Seller must return the deposits, but only if Buyer requests it to do so. *Id.* at Par. 19(d)(i). While the contract is not entirely clear, it would appear that Seller may keep the deposits if, within the first 18 months, Buyer is unable to notify Seller that it has raised the purchase price and is ready to proceed with the FCC application for assignment. *Id.*, Exh. B-13 at Par. 19(a)(iv) (failure to provide such notice not subject to cure period). Most strikingly, and unlike the usual practice, interest on these deposits belongs to the Seller, not to the Buyer. *Id.*, Exh. B-2, Par. 2(b).

Quite evidently the parties adopted these stratagems to enable a purchase of airtime without saying so. In contrast to the facts as set out in the USF consent decree, it could be inferred that these parties *knew* they were skating around the restrictions of Section 73.503(c). The inference is even stronger given acknowledgements here that the Buyer did not have the purchase price, and would not have it within the self-imposed 18-month forfeiture window. Rob Gordon, station manager for Nashville Public Radio station WPLN-FM admitted as recently as June 2012 that any such sale between VSC and WPLN could take "two to three years," and that the parties were aware of this when they entered into the APA and MPA. According to Mr. Gordon:

[I]f 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.

S. Haruch, *A Year After the WRVU Sale*, *supra*.¹⁸ (Emphasis added).

18. See Korn Decl., Exh. G-1.

In another recent interview broadcast by Nashville Public Radio station WPLN on June 9, 2012, Mr. Gordon further explained that no sale had occurred over the past year because

“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.*”¹⁹ (emphasis added).

Both of these statements constitute admissions against interest, and are admissible in this license renewal proceeding under exceptions to the hearsay rule, Federal Rules of Evidence, Rule 804(b)(2).

The transaction illustrates the ease with which a ban on cash for air time may be circumvented by willing parties to an asset purchase, using skillful drafting. Brokerages are not permitted in low power FM,²⁰ and one lesson here might be that they should be outlawed in the future for all noncommercial, educational broadcast services. But in this case the substantial, albeit disguised, \$450,000 programming fees *do* constitute consideration and *do* establish a clear-cut rule violation, without any need to chart new Commission policy against non-commercial “LMA's.” A hearing is therefore required to determine whether VSC and WPLN intended this transaction, which they knew could not be satisfied under its terms, as an end-run around the express prohibition of Section 73.503(c).

E. THE MPA CONSTITUTES A TOTAL RELINQUISHMENT OF CONTROL BY THE LICENSEE. AS SUCH IT REPRESENTS AN UNAPPROVED TRANSFER OF CONTROL IN VIOLATION OF SEC. 310(d) OF THE ACT AND RELATED COMMISSION RULES AND POLICIES

Here the Management and Programming Agreement is not just a bridge for four to six months, while the FCC considers a purchase contract and an assignment application. Rather it is a transfer of comprehensive practical control, in spite of the contrary boilerplate. *See* APA, Par. 4(a)(vii) and Par. 14. *See* Korn Decl. at Exh. B-3 to B-4 and Exh. B-11. As stated in the MPA –

19. *See* Korn Decl., Exh. H-2.

20. No LPFM licensee may enter into an operating agreement of any type, including a time brokerage or management agreement, with either a full power broadcast station or another LPFM station,” Sec. 73.860(c).

- Manager's duties include programming, finances, personnel, administration, engineering, financial management, accounting, routine engineering, and legal and FCC compliance (Par. 1(a))
- Manager may terminate if in its good faith judgment the licensee unreasonably frustrates or impedes effective management and programming of the station (Par. 3(b)).
- Manager applies for grants, including from Corporation for Public Broadcasting. Licensee “approves” and Manager acts as fiscal agent (Para. 4(a)).
- Manager fundraises for the Station, and keeps the funds “sufficient” to operate the Station in consultation with Licensee (Par. 4(b)).
- Manager keeps financial and accounting records, subject to Licensee's rights to inspect on demand (Par. 12).
- Manager “is authorized to hold itself out as the manager and operator of the Station,” (Par. 13).
- Manager may enter into contracts in connection with operation of the Station in its own name; but the relationship is not one of joint venture or partnership. (Par. 13).

Section 310(d) of the Act provides in pertinent part:

No . . . station license, or any rights thereunder, shall be transferred, assigned, or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any corporation holding such permit license, to any person except upon application to the Commission and upon finding by the Commission that the public interest, convenience, and necessity will be served thereby.

The arrangement summarized above is nothing less than a *de facto* grant by licensee of total control, without Commission approval.

The Commission is not required to take, at face value, a boiler plate avowal of continuing Licensee oversight (MPA. Par. 4(a)(vii) and Par. 14), when the precise legal mechanics of the instrument stand in bold contradiction. The Commission's practice is to look beyond the legal title

to whether a new entity or individual has obtained the right to determine the basic operating policies of the station in ascertaining. If so the Agency will hold that a transfer of control has indeed occurred. See *WHDH, Inc.*, 17 FCC 2d 856 (1969) *aff'd sub nom. Greater Boston Television Corp. v. FCC*, 444 F.2d 841 (D.C. Cir. 1970) *cert. denied*, 403 U.S. 923 (1971); *Lorain Journal Co. v. FCC*, 351 F.2d 824 (D.C. Cir., 1968), *cert den.*, 383 U.S. 967.

Specifically, the Commission examines three essential areas of station operation: programming, personnel and finances. See, e.g., *Stereo Broadcasters, Inc.*, 87 FCC 2d 87 (1981), recon. denied, 50 RR 2d 1346 (1982). A licensee may delegate certain functions on a day-to-day basis to an agent or employee, but such delegation cannot be wholesale. See, e.g., *Southwest Texas Public Broadcasting Council*, 85 FCC 2d 713, 715 (1981). But persons assigned a task must be guided by policies set by the permittee or licensee. See *David A. Davila*, 6 FCC Rcd 2897, 2899 (1991). Here we have no evidence that the Licensee and Seller continues to shape policy or practice in any way.

In the area of programming, the MPA includes an outlandish clause permitting the Manager to terminate if the Licensee unreasonably interference with management *or programming*. Par. 3(b). This is to be determined unilaterally by the Manager, in its “reasonable” “good faith judgment.”

In the area of personnel, the Manager is permitted (Par. 13) to hold itself out as the operator and manager of the Station, and may enter into contracts in its own name on behalf of the Station. Manager's duties include management and, of course, personnel. Par. 1(a)).

In the financial sphere, the Manager keeps the books, applies for and accepts grants, fundraises for whatever amount it deems “sufficient” to cover “expenses.” Pars. 1, 4, 12. Manager also acts as fiscal agent. Par. 4(a).

Petitioner submits that no adduction of fact is necessary beyond these clauses themselves for the Commission to hold that this is a transfer and total relinquishment of control. The standard for assessing control is not affected by the existence of an LMA or here, “MPA.” *Choctaw*

Broadcasting Corporation, 12 FCC Rcd 8534, 8538 (1997). And while a short-term LMA assisting an asset purchase might not constitute a rule violation, here the abdication is for an extended period of time while Buyer attempts to raise the purchase price. The most likely interpretation is that the initial 18-months period, with no cure, is intended to “forfeit” the down payments to the Seller, and then revive the sales transaction for additional time.

This operational provisions of the agreement are entirely like the one held to constitute an unauthorized transfer of control in *In Re K.I.D.S. - TV*, DA 00-1358 (EB, October 20, 2000).

“Under the agreement, Bear Valley has ‘full and complete power and exclusive authority’ to operate the station. Moreover, Bear Valley assumed all of the financial risks and the financial benefits from the operation of the station. All of the station’s employees are Bear Valley’s employees, and Bear Valley has the exclusive right to set personnel policies for the station.”

Id., Par. 9. In that case, the licensee had no role in setting policy because he was incarcerated. In this case, the Board of the Licensee are effectively walled off from participation by their written Management Agreement.

As noted more recently, the Commission has directed that,

Licensees engaged in [TBAs] . . . must operate . . . as a stand-alone entity discrete from the [TBA operator]. Thus, we require that licensees must maintain their own bank accounts, pay the salaries of their own employees, and remain responsible for their own obligations to programmers, utility companies, and other operational matters. In other words, the licensee should be ready and able to operate independently from the [TBA operator] at any time it believes the arrangement does not fulfill its public interest responsibilities.

Birach Broadcasting Co., DA 10-456, 25 FCC Rcd 2644, (EB, rel. on March 18, 2010.) Here, none of this is required to be done by the Licensee under the comprehensive delegations of its MPA and, upon our information and belief, none of this is being done here.

James A. Kay, Jr. v. FCC, 396 F.3d 1184 (D.C. Cir. 2005) involved the relinquishment of control of two-way mobile radio service. In it, the court of appeal confirmed the validity of a Commission control analysis based on *Intermountain Microwave*, 24 R.R. 983 (1963). Under that six-fold test, control was held to have transferred without authorization when the Manager (1) has unfettered access to the station; (2) controls daily operations and supplies all equipment and labor,

(3) carries out policy decisions and prepares and files applications at the Commission, and sets billing rates; (4) is in charge of personnel; (5) is in charge of the financing, including paying all the operating expenses; (6) receives the profits. While profits are not at issue in this, a broadcast case, the deferral of all program choice to another entity, for a noncommercial license, should be a major factor even beyond the scope of *Intermountain, Id.* It is striking in that case that the Court of Appeal, following and upholding the Commission's findings of fact, in most of the six areas relied exclusively on the wording of the agreement.

F. THE COMMISSION IS UNABLE TO FIND THAT THE STATION SERVED THE PUBLIC INTEREST DURING THE PREVIOUS LICENSE TERM, BECAUSE PAST PERFORMANCE IS NO PREDICTOR OF FUTURE PERFORMANCE WHERE THE INCUMBENT HAS RELINQUISHED ALL CONTROL AND IS CONTRACTUALLY OBLIGATED TO SELL TO ANOTHER ENTITY

Upon an application for renewal, the Commission is charged with making a public interest determination under Section 309(k)(1)(a). The statute by express terms calls for review of the entire past license term, and the public interest demands consideration of all relevant factors, *Gottfried v. FCC*, 655 F.2d 297 (D.C. Cir. 1981). Insofar as past performance comes under review, the Commission has said that more recent performance is to be accorded the most weight. See e.g. *United Broadcasting Co. Inc.*, 100 FCC 2d 1574, 1581 (1985); *Monroe Communications Corp. v. FCC*, 900 F.2d 351, 353 (D.C. Cir. 1990).

The Commission, performing its review of the favorable aspects to the record during the Licensee's term, has no performance to examine, certainly no recent performance because the airtime has been remitted wholesale to another entity. The Licensee has done nothing but receive its fees, and the diverse, local and student service components of the Station's mission have fallen away. The Commission, needing also to examine all relevant misconduct, including rule violations, must give special weight to the Management Agreement because it is relatively recent, and continuing. There is nothing before the Commission to enable a favorable prediction of Licensee's future performance. The fact that the Licensee's willful relinquishment of responsibility took place after improper and undisclosed transfers of Board control also weighs heavily against renewal here.

Nashville Public Radio (WPLN) is a National Public Radio Member Station with a license for flagship WPLN, (Facility ID 53821, 100 kilowatts), and three other stations in the Greater Nashville area.²¹ Legally, it is a tax-exempt non-profit, one whose qualifications have been reviewed by the Commission numerous times. Petitioner has no need to criticize the services provided by WPLN within its sphere. Our point is that an assignment application is not before the Commission, as VSC is not yet proposing to assign the Station to WPLN, or to anyone else. The qualifications of an assignee are a matter for public comment and Commission decision only when an application for assignment is made. Petitioner submits that the Commission should not grant renewal of a license here, where an executory contract of assignment is pending and the NCE renewal applicant's qualifications, record and intentions are irrelevant, under a binding contract, going into any renewal term.

This situation, which appears to be highly unusual if not unique, makes the public interest finding impossible. The Commission cannot predict future performance, based on past performance of the Licensee, because the licensee has abdicated any performance. Yet the Commission also cannot assume satisfactory future performance by an assignee that is not before it as a cognizable party to the renewal. Unless the assignment is consummated – or the contract terminated – the Commission must defer action on the renewal.

G. THE BUYER, NASHVILLE PUBLIC RADIO, JOINTLY WITH VSC, HAS VIOLATED COMMISSION RULES BY ENTERING INTO AN MPA THAT ASSUMES FULL CONTROL OF THE STATION, AND VIOLATES POLICIES APPLICABLE TO SUCH AGREEMENTS.

The University of San Francisco consent decree, *supra*, resulted in sanctions against the proposed assignor and assignee alike. To the degree that the foregoing discussion establishes that the MPA violates Commission rules and policies, the parties are at fault jointly. This point is not

21. WHRS, Cookeville; WPLN (AM), Madison; and WTML Tullahoma. The entity's background, mission and services are set forth in detail on its web site: <http://wpln.org/home.php>. It is of interest that Nashville Public Radio's stated mission does not specifically include education or educational services: "Mission Statement: Connecting our community through trusted information, inspiring music, and unique entertainment." *Id.*

relevant to the renewal application at issue here, but would be highly relevant if an assignment application were submitted in furtherance of the sales agreement, presenting the need for the Commission to pass anew on the basic qualifications of WPLN should it become a proposed licensee. This is an additional reason that the Commission cannot grant the renewal while the proposed assignment is still hovering over the Licensee. The Licensee cannot unilaterally abandon the proposed assignment, even if it wanted to, because the APA contains a specific performance clause, allowing Buyer to compel it to complete the deal once the consideration is assured. *See* Korn Decl., Exh B-12 to B-13 at Par. 18. The Licensee comes into its renewal period bereft of any legal power on its own to do anything but permit the Manager to continue to operate the Station from top to bottom, and permit the Manager-Buyer to acquire the Station for \$3.3 million.

IV. PROCEDURAL SETTING

The Telecommunications Act of 1996 (“Telecom Act”) modified the standards for renewal, as set forth in new 47 U.S.C. Section 309(k). The Commission “shall grant” the application for renewal “if it finds, with respect to that station, during the preceding term of its license –

(A) the station has served the public interest, convenience, and necessity;

(B) there have been no serious violations by the licensee of this Act or the rules and regulations of the Commission; and

(C) there have been no other violations by the licensee of this Act or the rules and regulations of the Commission which, taken together, would constitute a pattern of abuse [47 U.S.C. Section 309(k)(1)].

The 1996 Act amended the provisions governing petitions to deny, at 47 U.S.C Section 309(d)(1), to cross reference this renewal standard, but otherwise has left the form, substance, and burdens of proof for petitioners as they were in long-established practice. “Any party in interest may file with the Commission a petition to deny any application” for a broadcast license. “The petition shall contain specific allegations of fact sufficient to show that the petitioner is a party in interest and that a grant of the application would be containing specific allegations of fact sufficient

to show “that a grant of the application would be *prima facie* inconsistent with subsection (a) [public interest convenience, and necessity] (or subsection (k) in the case of renewal of any broadcast station license.” 47 U.S.C. Section 309(d)(1)

In an Order released on April 12, 1996, the Commission modified its rules to conform to the Statute. See *Implementation of Sections 204(a) and 204(c) of the Telecommunications Act of 1996 (Broadcast License Renewal Procedures)*, Order, 11 FCC Rcd 6363 (1996). Noting that the Telecom Act does not define the terms contained the renewal standards embodied in Section 309(k), the Commission likewise declined to do so. “It is our present intent to continue to apply existing policy statements and case law, refining these as appropriate on a case-by-case basis, in interpreting the statutory terms that govern the new renewal process. (Id. at 6363-4). In analyzing a petition to deny, Section 309(d) will be applicable as in the past, and the treatment of allegations continues to be in the manner set forth in *Astroline Communications Co. v. FCC*, 857 F.2d 1556 (D.C. Cir. 1988) (“*Astroline*”):

The Commission must perform section 309(d)'s threshold inquiry on the basis of the petitioner's allegations alone. The Commission is limited to consideration of the petition and its supporting affidavits. Moreover, in evaluating a request for an evidentiary hearing under Section 309(d)(1), the Commission must proceed ‘on the assumption that the specific facts set forth [in the petition] are true.’ *Citizens for Jazz on WRVR v. FCC*, 249 U.S. App. D.C. 342, 775 F.2d 392, 397 (D.C. Cir. 1985). As we elaborated in *Gencom, Inc. v. FCC*, 265 U.S. App. D.C. 403, 832 F.2d 171 (D.C. Cir. 1987): If the Commission determines that the petition satisfies the threshold standard, the inquiry proceeds to a second phase.

Petitioner submits that here it has presented facts sufficient to establish at least two “serious violations” within the meaning of Section 309(k)(1): First, a series of unauthorized, and in some instances undisclosed transfers of control of the Board of Directors of the entity; and second, an improper relinquishment of control, and prohibited “sale” of noncommercial broadcast time, through the concurrent Asset Purchase and MPA.

Even if these matters were not serious, these issues would depict a “pattern of abuse,” Section 309(k)(1)(C). The language is not defined, but may be seen to parallel the terms “willful” and “repeated” as they have been applied in forfeitures.²²

Once the Commission determines that a substantial and material question of fact has been raised as to the required finding under Section 309(k)(1), it must proceed to a penalty analysis under Section 309(k)(2). The Commission may designate the application for hearing and, based on the evidence adduced, deny the application for renewal if the standard for renewal has not been met and no mitigating factors justify the imposition of a lesser sanction. The Commission also may grant the application with accompanying sanctions, “including renewal for a term less than the maximum otherwise permitted.” This structure is not fundamentally different from the earlier practice, except in the three-prong definition of a renewal standard. If a substantial question of fact has been raised, or if the Commission cannot, for any reason, find that grant of the application would be consistent with the public interest standard, it must proceed to the penalty phase, or conduct a hearing looking to license denial in accordance with 47 U.S.C. Sec. 309(e), *Astroline, Id.* See 47 U.S.C. Sec. 309(d)(2).

In applying this statutory framework, the Commission is forbidden to consider whether the public interest might be better served by the grant of the license to “a person other than the renewal applicant. 47 U.S.C. Section 309(k)(4). That clause presents a difficult problem here because the

22. Section 312(f)(1) of the Act defines willful as “the conscious and deliberate commission or omission of [any] act, irrespective of any intent to violate” the law. 47 U.S.C. § 312(f)(1). The legislative history to section 312(f)(1) of the Act clarifies that this definition of willful applies to both sections 312 and 503(b) of the Act. H.R. Rep. No. 97-765, 97th Cong. 2d Sess. 51 (1982), and the Commission has so interpreted the term in the section 503(b) context. See, e.g., *Application for Review of Southern California Broadcasting Co.*, Memorandum Opinion and Order, 6 FCC Rcd 4387, 4388 (1991). The Commission may also assess a forfeiture for violations that are merely repeated, and not willful. See, e.g., *Callais Cablevision, Inc., Grand Isle, Louisiana*, Notice of Apparent Liability for Monetary Forfeiture, 16 FCC Rcd 1359 (2001) (issuing a Notice of Apparent Liability for, inter alia, a cable television operator's repeated signal leakage). “Repeated” merely means that the act was committed or omitted more than once, or lasts more than one day. *Southern California Broadcasting Co.*, 6 FCC Rcd at 4388, ¶ 5; *Callais Cablevision, Inc.*, 16 FCC Rcd at 1362, ¶ 9.

licensee comes up for renewal while it has pending an executory contract for the outright sale of the Station to “a person other than the renewal applicant.” At this time no assignment application has been filed, and the qualifications of an assignee are not formally before the Commission. So the renewal applicant is but a zombie licensee that presumably will provide no public service in the renewal term, but will simply collect its bargained-for cash price. One possibility at the penalty stage would be for the Commission, using its power to apply “appropriate” conditions to the renewal, to defer action on the renewal until the APA is either withdrawn, or implemented with an assignment application, with public notice and a legal right of petition. That way the qualifications of an actual Licensee – one way or the other – would be up for consideration in the renewal, as they should be.

V. CONCLUSION

Petitioner WRVU Friends & Family respectfully requests that the Commission reject the applicant's renewal application. Because VSC has made no showing that it is a qualified licensee; because it has repeatedly violated the Commission’s reporting rules; because its *de facto* transfer of the frequency violates Commission rules and the licensee’s own corporate charter; and because this improper transfer substantially diminishes broadcast localism and diversity and lacks any educational component, renewal of the license is not in the public interest. Similarly, WPLN’s exercise of total control over station operations and its failure to comply with Commission rules under the MPA also demonstrates that VSC should not be the third-party beneficiary of a renewal to the incumbent where both its past and its future performance are, by definition, irrelevant..

For the above reasons, the Commission should designate the application for hearing on issues to determine whether renewal of VSC’s license is in the public interest.

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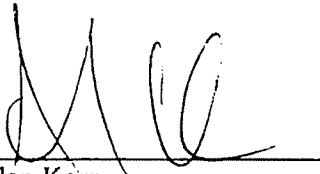
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Respectfully submitted,

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July 2, 2012

ATTACHMENT A

SUMMARY OF CHANGES TO WRVU BOARD FROM 2004 TO 2012

The following data summarizes changes to the Board of Directors of Vanderbilt Student Communications, Inc. between August 27, 2004 and March 26, 2012. This summary is based on information provided by VSC in the following documents:

- * Corporate Annual Reports filed by VSC with the Tennessee Secretary of State between August 27, 2004 and September 2, 2010 (Declaration of Sharon Scott, Exh. ___);
- * Form 323-E Ownership Reports filed by VSC with the Commission between April 1, 2004 and March 26, 2012 (Declaration of Alan Korn, Exh. C); and
- * Form 316 (Short Form) Ownership Reports filed by VSC with the Commission on or about August 25, 2010 and August 22, 2011.

1. Majority Change in VSC Board Between August 2004 and August 2005 (new Board members identified in *italics*):

August 27, 2004 Annual Report	August 24, 2005 Annual Report
<p><u>Voting Members</u></p> <ol style="list-style-type: none">1. Brad Vivian (Faculty)2. Tom McGinn (Faculty)3. Andy Dozier (Faculty)4. Danielle Throneberry5. Tim Boyd6. Jennifer Carlisle7. Gosha Khuchua8. Kristin Taylor <p><u>Ex Officio Members</u></p> <ol style="list-style-type: none">9. Steve Caldwell10. Sybril Bennett11. Jennifer Peebles12. Chris Carrol13. Chad Wilcox	<p><u>Board of Directors</u></p> <ol style="list-style-type: none">1. Brad Vivian (Board Chair)2. Andy Dozier (Board Vice Chari)3. <i>Bruce Barry</i>4. <i>Anne Malinee</i>5. <i>Mike Burns</i>6. Gosha Khuchua7. <i>Christina England</i>8. <i>David Fotouhi</i>9. Chris Caroll (Dir. Student Media)10. Paige Orr (Board Secretary)

2. **Majority Change in VSC Board Between August 2005 and September 25, 2006** (new Board members identified in *italics*)

August 24, 2005 Annual Report

September 25, 2006 Annual Report

Board of Directors

- | | |
|---|---|
| 1. Brad Vivian (Board Chair) | 1. Brad Vivian (Board Chair) |
| 2. Andy Dozier (Board Vice Chari) | 2. Bruce Barry (Board Vice Chair) |
| 3. Bruce Barry | 3. <i>Stefanie Lindquist</i> |
| 4. Anne Malinee | 4. <i>Michael Ward</i> |
| 5. Mike Burns | 5. <i>Rhyse Nance</i> |
| 6. Gosha Khuchua | 6. <i>Ally Smith</i> |
| 7. Christina England | 7. Christina England |
| 8. David Fotouhi | 8. David Fotouhi |
| 9. Chris Caroll (Director of Student Media) | 9. Chris Carroll (Director Student Media) |
| 10. Paige Orr (Board Secretary) | 10. <i>Paige Clancy</i> (Board Secretary) |

3. **Change in VSC Board between March 3, 2008 and August 7, 2008** (new Board members identified in *italics*)

March 2008 Form 323-E

August 7, 2008 Annual Report

- | | |
|--------------------------|--|
| 1. Bruce Barry | 1. Bruce Barry (Chair) |
| 2. Stefanie Lindquist | 2. Kevin Leander (Vice Chair) |
| 3. Kevin Leander | 3. Paige Clancy (Secretary) (Non-Voting) |
| 4. Alison Smith | 4. <i>Vanessa Beasley</i> |
| 5. Douglas Kurdziel | 5. Doug Kurdziel |
| 6. Katherine Miller | 6. Ally Smith |
| 7. Michael Warren | 7. <i>Courtney Rogers</i> |
| 8. Elizabeth Rhyse Nance | 8. <i>Sydney Wilmer</i> |
| 9. Chris Carroll | 9. <i>Claire Constantino</i> (Alt. Member) |
| 10. Paige Clancy | 10. Chris Carroll (Dir. Student Media)
(Non-Voting) |

4. **Change in VSC Board between March 2, 2010 and August 26, 2010** (new Board members identified in *italics*)

VSC Form 323-E– March 2, 2010

VSC Form 316 – August 25, 2010
VSC Form 323-E – September 22, 2010

- | | |
|--|-----------------------------|
| 1. Kevin Leander (Chair) (12.5% Interest) | 1. Mark Wollaeger |
| 2. Vanessa Beasley (12.5% Interest) | 2. <i>Marc Hetherington</i> |
| 3. Mark Wollaeger (12.5% Interest) | 3. <i>Kyle Blaine</i> |
| 4. Sydney Wilmer (12.5% Interest) | 4. <i>Laura Dolbow</i> |
| 5. Brendan Alviani (12.5% Interest) | 5. <i>Laura Carpenter</i> |
| 6. Phil Carroll (12.5% Interest) | 6. Phillip Carroll, IV |
| 7. Allie Diffendal (12.5% Interest) | 7. Courtney Kissack |
| 8. Courtney Kissack (12.5% Interest) | 8. <i>Thomas Shattuck</i> |
| 9. Justin Tardiff (Proxy)(12.5% Interest) | 9. Justin Tardiff |
| 10. Chris Carroll (Exec. Director) (0% Interest) | |
| 11. Paige Clancy (Secretary) (0% Interest) | |
| 12. Steve Caldwell (Ex Officio) (0% Interest) | |

5. **Change in VSC Board between September 23, 2010 and July 14, 2011** (new Board members identified in *italics*)

VSC Form 316 – August 26, 2010
VSC Form 323-E – September 23, 2010

VSC Form 316 (Short Form) – July 14, 2011
VSC Form 323-E November 14, 2011

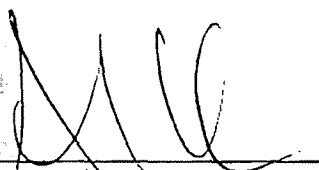
- | | |
|------------------------|----------------------------|
| 1. Mark Wollaeger | 1. Mark Wollaeger |
| 2. Marc Hetherington | 2. Marc Hetherington |
| 3. Kyle Blaine | 3. Kyle Blaine |
| 4. Laura Dolbow | 4. Laura Dolbow |
| 5. Laura Carpenter | 5. <i>Frederick Dreves</i> |
| 6. Phillip Carroll, IV | 6. <i>Meghan Rose</i> |
| 7. Courtney Kissack | 7. <i>Meryem Dede</i> |
| 8. Thomas Shattuck | 8. <i>Vanessa Beasley</i> |
| 9. Justin Tardiff | |

CERTIFICATE OF SERVICE

On July 2, 2012, the above PETITION TO DENY OF WRVU FRIENDS AND FAMILY was served by United States Mail, postage prepaid to the following addressees:

Law Offices of Donald E. Martin, P.C.
P.O. Box 8433
Falls Church, Virginia 22041

Irene Bleiweiss*	(Irene.Bleiweiss@fcc.gov)
James Bradshaw*	(James.Bradshaw@fcc.gov)
Edna Prado*	(Edna.Prado@fcc.gov)
Elizabeth Robinson*	(Elizabeth.Robinson@fcc.gov)
Peter Doyle*	(Peter.Doyle@fcc.gov)

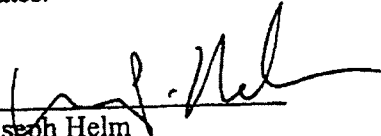

Alan Korn

* courtesy copies provided to members of the Audio Division staff at the FCC via electronic mail only

DECLARATION OF JOSEPH HELM

1. I, Joseph Helm, hereby declare as follows.
2. I am a former officer of WRVU Friends and Family ("WRVUFF"). I am also a former general manager of radio station WRVU.
3. I can attest that WRVUFF is headquartered in the service area of radio station WRVU-FM, and that many of WRVUFF's members reside within the service area of WRVU.
4. Attached hereto as **Exhibit A** is a true and correct copy of Vanderbilt Student Communications Inc.'s ("VSC") "Charter of Incorporation" dated September 20, 1967 and "Amendment to Charter of Corporation" dated May 15, 1969 which I obtained on or about November 10, 2010 from the office of the Tennessee Secretary of State.
9. Attached hereto as **Exhibit B** is a true and correct copy of VSC's Bylaws which I obtained from the VSC's website in or about November 2010. Appendix A to those Bylaws at Par. 1 ("Corporate Mission") states VSC's corporation mission includes providing opportunities "in radio production, program conception, and on-air participation[.]" Appendix A of those Bylaws at Par. 2 ("Operational Philosophy") further identifies VSC's "Primary Corporate Responsibilities" as follows:
 - (a) The mission of VSC remains multi-faceted, with the primary objectives of its organizational efforts being the distribution of student-produced mass media to the University community, opportunities for students to participate and learn, and fiscal solvency for the corporation to ensure such opportunities continue to exist for future generations of students.
 - (b) Critical to all facets of the VSC mission is, above all, the preservation of a core set of student media outlets that provide the most expansive set of opportunities for students, the most significant and enduring sources of revenue, and the most-recognized mediums of outreach and appeal to the University's local, regional and national audience.
 - (c) A variety of media exist on college and university campuses whose preservation is necessary and proper for the constituency of an elite institution with aspirations toward broad national aims. The delivery systems for these media often include newspapers, magazines, radio, television and Web sites.
 - (d) VSC bears a directed responsibility to the students and community of Vanderbilt to provide for the preservation and improvement of these mediums of student media above all"
10. Attached hereto as **Exhibit C** are true and correct copies of Corporate Annual Reports filed by VSC for the period August 27, 2004 through September 2, 2010, which I obtained on or about November 10, 2010 from the office of the Tennessee Secretary of State.

The foregoing is sworn to under penalty of perjury under the laws of the United States.


Joseph Helm

Dated: 6-28-12

GENERAL WELFARE

STATE OF TENNESSEE

Charter of Incorporation

Be It Known, That Vereen M. Bell, W. Paul Elledge, David A. Nunnally, James S. Worley and Robin B. Fuller

are hereby constituted a body politic and corporate, by the name of and style of Vanderbilt Student Communications, Inc.

for the purpose of the operation, publication and dissemination of student communication media at Vanderbilt University, including but not limited to, The Vanderbilt Hustler, The Commodore, Spectrum, Prometheus, The Dirty We'Jun, Masquerader and radio station WRVU.

Organizations or other associations organized for the promotion of literature, education, science or art, or any other association organized for the promotion of bodily or mental health, and all other organizations organized to promote either or all of the above named objects.

EXHIBIT A-1

The general powers of said corporation shall be: (1) To sue and be sued by the corporate name. (2) To have and use a common seal, which it may alter at pleasure; if no common seal, then the signature of the name of the corporation, by any duly authorized officer, shall be legal and binding. (3) Any corporation chartered under the laws of Tennessee for religious, charitable, educational, missionary, or other eleemosynary purposes, and not for profit, shall have the power to receive property, real, personal or mixed, by purchase, gift, devise, or bequest, sell the same and apply the proceeds toward the promotion of the objects for which it is created, or hold any such property and apply the income and profits towards such objects. Unless otherwise specifically directed in the trust instrument by which any real or personal property, money, or other funds, are given, granted, conveyed, bequeathed, devised to, or otherwise vested in, corporations formed for religious, educational, scientific, or other charitable purposes, the directors, the governing board, or the authorized finance committee thereof, when authorized by the corporation, shall have power to invest funds thus received, or the proceeds of any property thus received, in such investments as in the honest exercise of their judgment they may, after investigation, determine to be safe and proper investments, and to retain any investments heretofore so made. (4) Any corporation heretofore chartered for any of the foregoing purposes, desiring to avail itself of these powers, shall submit the question to its directors or trustees at any regular meeting, or special meeting, called for the purpose, or to any regular or special meeting of its executive committee, and if a majority of said directors, trustees, or executive committee vote in favor of applying for the amendment, it may then proceed in usual course to file an amendment to its charter. (5) To establish by-laws, and make all rules and regulations not inconsistent with the laws and constitution, deemed expedient for the management of corporate affairs. (6) To appoint such subordinate officers and agents, in addition to a president and secretary, or treasurer, as the business of the corporation may require. (7) To designate the name of the office, and fix the compensation of the officer. (8) To borrow money to be used in payment of property bought by it and for erecting buildings, making improvements, and for other purposes germane to the objects of its creation, and secure the repayment of the money thus borrowed by mortgage, pledge, or deed of trust, upon such property, real, personal, or mixed, as may be owned by it; and it may, in like manner, secure by mortgage, pledge, or deed of trust, any existing indebtedness which it may have lawfully contracted.

The said five or more incorporators shall, within a convenient time after the registration of this charter, elect from their number a president, secretary, and treasurer, or the last two officers may be combined into one, said officers and the other incorporators to constitute the first board of directors. Any corporation not for profit may increase its directors or trustees to a number not more than one hundred, by due and proper amendment to its by-laws, unless otherwise specifically provided. In all elections each member to be entitled to one vote, either in person or by proxy, and the result to be determined by a majority of the votes cast. Due notice of any election must be given by advertisement in a newspaper, personal notice to the members, or a day stated on the minutes of the board one month preceding the election. The term of officers may be fixed by the by-laws, the said term not, however, to exceed three years. All officers hold office until their successors are duly elected and qualified.

The general welfare of society, not individual profit, is the object for which this charter is granted, and the members are not stockholders in the legal sense of the term, and no dividends or profits shall be divided among the members.

The board of directors shall keep a record of all their proceedings, which shall be at all times subject to the inspection of any member. The corporation may establish branches in any other County in the State.

The members may, at any time, voluntarily dissolve the corporation by a conveyance of its assets and property to the State of Tennessee, any County or municipality of the State, or to any other corporation holding a charter from the State for purposes not of individual profit, first providing for corporate debts; provided, that assets and property so conveyed shall be used by the grantee for purposes similar to those of the conveying corporation.

Whenever there has been no meeting of the members for a period of five years or more, and because of the death of members or the condition of the corporate records it is impossible to notify a sufficient number of members to constitute a quorum, notice of a meeting of the members may be made by publication in some newspaper in the County where such corporation has its principal location, at least thirty days before such meeting shall be held. The members attending such meeting shall be deemed to constitute a quorum for the purposes of electing directors or trustees, and authorizing such directors or trustees to dissolve the corporation and convey its property and assets in accordance with this section.

The charter is subject to modification and amendment; and in case said modification or amendment is not accepted, corporate business is to cease, and the assets and property, after payment of debts, are to be conveyed, as aforesaid, to some other corporation holding a charter for purposes not connected with individual profit. Acquiescence in any modification, thus declared, shall be determined in a meeting of the members especially called for that purpose, and only those voting in favor of the modification shall thereafter compose the corporation.

The means, assets, income, or other property of the corporation shall not be employed, directly or indirectly, for any other purpose whatever than to accomplish the legitimate objects of its creation, and by no implication shall it engage in any kind of trading operation, nor hold any more real estate than is necessary for its legitimate purposes.

Expulsion shall be the only remedy for the nonpayment of dues by the members, and there shall be no individual liability against the members for corporate debts, but the entire corporate property shall be liable for the claims of creditors.

We, the undersigned, the incorporators above mentioned, hereby apply to the State of Tennessee for a charter of incorporation for the purposes declared in the foregoing instrument.

Witness our hands this, the 20th day of September, 1967

SUBSCRIBING WITNESS:

Verren McBell
David A. Munnally
James S. Worley
Robert B. Fuller

STATE OF TENNESSEE, COUNTY OF Davidson

Personally appeared before me Mrs. Stacey L. King
(Clerk of the County Court or Notary Public), the within named incorporators, Verren McBell,
David A. Munnally, James S. Worley,
Robert B. Fuller

with whom I am personally acquainted, and who acknowledged that they executed the within application for a Charter of Incorporation for the purposes therein contained and expressed.

Witness my hand and official seal at office in Davidson County, Tennessee, this 20 day of September, 1967

Mrs. Stacey L. King
(Signature of County Court Clerk or Notary Public)

(If Notary Public) My commission expires 21 day of October, 1970

(Official Title) Notary Public

(Certificate of Probate for Subscribing Witness if not acknowledged by all of the Incorporators)

STATE OF TENNESSEE, COUNTY OF _____

Personally appeared before me _____
of said County, the within named _____
the subscribing witness and incorporator, with whom I am personally acquainted, and who acknowledged that he executed the within application for a Charter of Incorporation for the purposes therein contained and expressed; the said _____, subscribing witness to the signatures subscribed to the within application, being first duly sworn, deposed and said that he is personally acquainted with the within named incorporators.

and they did in his presence acknowledge that they executed the within application for a Charter of incorporation for the purposes therein contained and expressed.

Witness my hand and official seal at office in _____ Tennessee, this _____ day of _____, 19____

(Signature of County Court Clerk or Notary Public)

(If Notary Public) My commission expires _____ day of _____, 19____

(Official Title) _____

I, JOE C. CARR, Secretary of State, do certify that this Charter, with certificate attached, the foregoing of which is a true copy, was this day registered and certified to by me.

This the 22nd day of September, 1967.

JOE C. CARR,
SECRETARY OF STATE

FFD: \$ 25.00

EXHIBIT A-4

We, T. Aldrich Finegan and Caryl P. Privett ^{acting chairman}, the ~~President~~ and Secretary, respectively, of Vanderbilt Student Communications, Inc. ^{General Welfare}, a corporation chartered and organized under the laws of the State of Tennessee, in pursuance to directions from the Directors of the corporation, hereby certify that at a meeting of the ~~members~~ ^{membership} of said corporation, legally called and held at the office of said corporation in the town of Nashville, Tennessee, a resolution in writing was adopted by an affirmative vote of the ~~members~~ ^{membership} said affirmative vote representing a majority of the ~~members~~ ^{membership} in said corporation, declaring the desire of the ~~members~~ ^{membership} to amend the charter of their said company for the purposes set forth in said resolution above set out, and that said resolution was duly entered on the minutes of said corporation.

Now, therefore, we hereby certify to the fact of the adoption of said resolution by the ~~members~~ ^{membership} of said corporation for the purposes set out, to the end that this certificate may be duly recorded in the office of the Secretary of State.

WITNESS our hands, this the 15th day of May, 1969.

T. Aldrich Finegan
~~President or Asst. Secretary~~
 Acting Chairman
Caryl P. Privett
 Secretary or Asst. Secretary

STATE OF TENNESSEE

COUNTY OF Davidson

Personally appeared before me, a Notary Public of the county aforesaid, T. Aldrich Finegan and Caryl P. Privett with whom I am personally acquainted and who made oath before me in due form of law that T. Aldrich Finegan ^{acting chairman} is the ~~president~~ and Caryl P. Privett is the Secretary of Vanderbilt Student Communications, Inc. and that the statements made in the foregoing certificate are true.

WITNESS my hand and official seal at office in Nashville, Tennessee, this 15th day of May, 1969.

EXHIBIT A-6

is the Secretary of _____

cate are true.

Witness my hand and official seal at office in Nashville, Tennessee, this 15th day of
May, 1969

James Walter Lee, Notary Public

(If Notary Public) My commission expires 21st day of October, 19 70

Commission Expires October 21, 1970

EMMERT A-7

Communications, Inc.

We, the undersigned, comprising a majority of the Board of Directors of Vanderbilt Student,
Name of Corporation

apply to the State of Tennessee for an amendment to the charter of that corporation for the purposes therein shown.

Witness our signatures, this the fifteenth day of May, 1969.

Judy Kathleen Gokel
Richard A. Geyer, Jr.
Peter G. Hoadley
Jefferson James Davis

T. Aldrich Finegan
Harry Howe Ransom
Joseph H. Hamilton
David W. Northern
Jeff Goodman
James Huff Rosenblatt

STATE OF TENNESSEE

COUNTY OF Davidson

Personally appeared before me, a Notary Public of Davidson County
(official title), the within named T. Aldrich Finegan, Harry Howe Ransom, Joseph H. Hamilton,
David Northern, Jeff Goodman, James Huff Rosenblatt, Judy Kathleen Gokel, Richard
A. Geyer, Jr., Peter G. Hoadley, and Jefferson James Davis

Directors of Vanderbilt Student Communications, Inc. with whom I am
Name of Corporation

personally acquainted, and who acknowledge that as such Directors they executed the within application for
an amendment to the charter of incorporation for the purposes therein contained and expressed.

WITNESS my hand and seal of office, this the 15th day of May, 1969

T. No. Walter L. King

Notary Public of Davidson County
Official Title

(If Notary Public) My Commission expires 21st day of October, 1970

My Commission Expires October 21, 1970

EXHIBIT A-8

I, JOE C. CARR, Secretary of State, do hereby certify that this amendment to charter, with certificate attached, the foregoing of which is a true copy, was this day registered and certified to by me. This the 21st day of May, 1969.

JOE C. CARR,
SECRETARY OF STATE

FEE: \$ 10.00

EXHIBIT A-9

EXHIBIT B

Vanderbilt Student Communications, Inc.

Bylaws

Vanderbilt Student Communications, Inc. Bylaws

Version 10.20.09

Approved April 10, 2002, VSC, Inc. Board of Directors
Approved Sept. 5, 2002,
Vanderbilt University Chancellor E. Gordon Gee
Amended 03.12.03, 04.16.03, 09.10.03,
03.24.05, 04.17.07, 03.18.08, 04.13.09 & 10.20.09

ARTICLE I The Corporation

SECTION 1. Authority

The Corporation, acting through its Board of Directors ("Board" or "the Directors") and in accordance with these Bylaws, shall have exclusive authority over the operation of all undergraduate student communications media at Vanderbilt University ("the University") funded in whole or in part by student activity fees, excepting those supervised by the Administrative Offices of the University, and including, but not limited to, editorial and business policies, selection and removal of division heads, supervision and auditing of accounts, approval of contracts and any other power incidental to ensuring the welfare of the University student communications media. Undergraduate student communications media is defined, for the purposes of these bylaws, as publications for general distribution to the University community or to persons outside the membership of a student organization, and radio and television broadcasts to the campus or local community, and online student media products.

SECTION 2. Divisions

Student publications or media organizations may be authorized by the Board and operated as "probationary divisions" by the Corporation as provided in Article VI or authorized as "divisions" as provided in Article V. Recognition as a division or probationary division is required in order for undergraduate student communications media in order to publish or broadcast under the Corporation.

ARTICLE II Composition of Board and Officers Duties

SECTION 1. Composition

Board members with voting privileges shall include three members of the University faculty and five student representatives. Non-voting Board members shall include a representative of the University's Office of the Dean of Students, and the Director of Student Media. The officers of the Corporation shall be the Chair, the Vice Chair, the Secretary and the Director of Student Media.

(a) Chair

The Chair of the Board ("the Chair") shall be the chief executive officer of the Corporation and shall preside at all officer's meetings. The Chair shall have general supervision over the management of the business of the Corporation and shall see that all orders and resolutions of the Board are carried into effect. The Faculty member of the Board who is serving the third year of his or her term shall be the Chair.

(b) Vice Chair

The Vice Chair of the Board shall be an executive officer of the Corporation and shall serve in the capacity of the Chair, in the Chair's absence, and shall carry out any responsibilities assigned by the Board. The Faculty member of the Board who is serving the second year of his or her term shall be the Vice Chair.

(c) Secretary

The Secretary shall attend all sessions of the Board and record all votes and minutes of all proceedings and shall perform like duties for the committees of the Board when required. The Secretary shall give written notice of all meetings of the Board and shall perform such other duties as prescribed by the Board. The Secretary shall have charge of and keep all books, accounts, documents, and papers that properly belong to the office.

(d) Director of Student Media

The Director of Student Media serves the Vanderbilt Student Communications Board as the chief full-time paid professional staff member in a combination of administrative and consultant roles. The Director of Student Media is the Board's representative. In that capacity, the Director of Student Media is responsible for reporting any concerns or problems—fiscal or ethical—to the Board, or in its absence, the Chair. The Board or Chair will then decide what action is appropriate and may charge the Director of Student Media with its implementation. The general duties of the Director of Student Media are outlined in Appendix A, Section 23 of these Bylaws.

**- ARTICLE III
Hirings and Appointments**

SECTION 1. Appointed Members

(a) Faculty Representatives

The Faculty Representatives shall be members of the faculty of the University. One Faculty Representative shall be elected by the Board each year for a three-year term.

(b) Student Representatives

(i) Student Representatives shall be members in good academic standing of the undergraduate, graduate, or professional student body of the University. No more than one Student Representative position may be held at any time by a member of the graduate or professional student body. No Student Representative other than the Student Media Council Representative may serve as a Division Head while serving on the Board.

(ii) Student Representatives shall be appointed by the Board each year, in alternating years, for two-year terms.

SECTION 2. Hired Members

(a) Director of Student Media

(i) Members of the faculty and administrative staff of the University shall not be eligible to serve as the Director of Student Media. The Director of Student Media shall receive reasonable compensation, to be determined by the Board, for services rendered. Once annually the Finance Committee will evaluate the job performance of the Director of Student Media and present a report of its findings and recommendation to the Board. The Board may negotiate the proper salary for the next year, revising upward for inflation, increased responsibility, etc. The Director of Student Media shall continue to serve, except under removal policies outlined in Article IX. At least six weeks notice must be provided before a Director of Student Media's resignation.

(ii) The Director of Student Media shall be hired by the Board after receiving nominations from a search committee comprised of all division heads of the Corporation, and in consultation with the Office of the Dean of Students representative to the Board if applicable.

(b) Assistant Director(s) of Student Media

(i) Members of the faculty and administrative staff of the University shall not be eligible to serve as Assistant Director of Student Media. Each Assistant Director of Student Media shall receive reasonable compensation, initially determined by the Board, for services rendered. Each year the Director of Student Media may negotiate the proper salary for each

Assistant Director of Student Media for the next year, revising upward for inflation, increased responsibility, etc., in accordance with Article II, Section 1(d).

(ii) Each Assistant Director of Student Media shall be hired and supervised by the Director of Student Media.

(iii) A designated Assistant Director of Student Media or other staff representative shall serve as the Corporation's Business Manager, maintaining the accounts and books for all divisions.

(iv) A designated Assistant Director of Student Media or other staff representative shall be assigned by the Director of Student Media to serve as the Board's Secretary.

(d) Division Heads

(i) Any full-time student of the University who is in good academic standing shall be eligible to be hired as a division head.

(ii) Division heads shall be hired by the Board.

(g) Probationary Division Heads

(i) Any full-time student of the University who is in good academic standing shall be eligible to be hired as a probationary division head.

(ii) Following interviews of all applicants, including unopposed applicants, probationary division heads shall be hired by the Board for a term that shall extend from the date the Board grants probationary division status until the expiration of all division head terms.

SECTION 3. Hiring Procedures

(a) Terms of office for all Board members shall begin July 1, immediately following election hiring and end June 30 of their expiration year.

(b) Terms of office for all division heads shall begin May 15, immediately following hiring, and end May 14 of their expiration year.

(c) Hirings for Faculty Representatives, Student Representatives, Student Media Professionals, and Division Heads shall be conducted in the spring prior to the end of the academic semester. The Director of Student Media or designee shall publicize the hiring dates at least two weeks prior to the application deadline.

(d) For all hirings conducted by the Board, affirmation by a majority of Board members present is required to hire a candidate.

SECTION 4. Vacancies

In the event the position of any director, officer or division head is vacant, the Board by a majority vote may choose an interim successor. At its discretion, the Board may ask the interim successor to serve until the next regularly scheduled hiring, or may choose to hold a special election to fill the unexpired term.

SECTION 5. Removals

The Board can, by a two-thirds vote of members present, remove any hired officer or division head, including other members of the Board, provided that any such actions are conducted in accordance with procedures in Article IX.

SECTION 6. Quorum

A majority of voting members of the Board shall constitute a quorum to conduct all Board business. In the absence of a quorum a smaller number may conduct activities necessary to establish meeting times and announcements so as to attempt to attain a quorum at subsequent meetings.

ARTICLE IV Committees

SECTION 1. Finance Committee

This committee shall be comprised of three Board members, including at least one Student Representative. The members of this committee shall be appointed by the Chair.

SECTION 2. Awards Committee

This committee shall be comprised of the Chair, one Faculty Representative, the Director of Student Media, and two Assistant Directors of Student Media.

SECTION 3. Investigation Committee

This committee shall be comprised of one Faculty Representative and two Student Representatives. The members of this committee shall be appointed by the Chair.

ARTICLE V Divisions

SECTION 1. Definitions

Divisions of the corporation are defined as those media outlets with access to the resources of the corporation, including, but not limited to mechanisms of content production, financial support, and advisory staff. The divisions of the Corporation are divided into two classes, media and service. Each class of division is subject to the levels of status

described below and must follow the procedures and guidelines in these Bylaws. A media division of the Corporation is defined as a student organization that successfully executes its expressed purpose of operating a communications medium regularly reaching a broad spectrum of the University community. A service division is defined as an organization that directly supports the mission and operations of the Corporation by providing a specific service or educational role. The levels of media division status include:

(a) Primary Division:

Primary divisions are the flagship media outlets that are the foundation of the Corporation. These outlets publish, create and broadcast student content with the greatest regularity.

(b) Supplementary Division:

Supplementary Divisions are media outlets that augment the Primary Divisions with audience-driven and/or advocacy content.

(c) Affiliated Division:

Affiliated Divisions operate autonomously with limited or no financial support from the Corporation.

(d) Probationary Division: Probationary divisions are granted approval to exist under review for a period of one year, after which their status may be continued, changed, or dissolved. When deemed appropriate by the Board, probationary divisions must choose to operate as a Supplementary Division or Affiliated Division.

SECTION 2. Authority of Division Heads

The division head shall have the authority to manage the division in all respects, including the formulation of editorial policy and ultimate control over business policies, within the restrictions, if any, imposed by the Board. The Board and/or Corporation Staff shall not prescribe, censor, or exercise prior restraint over the contents or editorial positions of any division. In concurrence with this authority, the division head shall bear the ultimate burden of responsibility for the division in all respects. The division head shall be accountable to the Board for all operations of the division including, but not limited to, ethical and proper business conduct, adherence to established Board policies, and maintaining consistency with the mission and principles on which the division was established.

SECTION 3. Censure and Termination Proceedings

(a) Any division that is or appears to be incapable of fulfilling its goals and responsibilities is subject to censure or termination proceedings.

- (b) Any person (including a member of the Board) may petition the Board for censure or termination of a division. Upon the receipt of said written petition, the Chair shall charge the Investigation Committee to investigate the division and return a recommendation to the Board. A recommendation to censure shall include guidelines for rectifying grievances as well as consequences of further impropriety. The Board shall vote on this recommendation. A majority vote of the Board is required to censure a division. A two-thirds majority vote of the Board is required to terminate a division.

ARTICLE VI
Guidelines for the Creation of Probationary Divisions

Any undergraduate student(s) who wish to create a publication for general distribution to the University community or to persons outside the membership of a student organization, or any student(s) who wish to create a service division for the Corporation, may present a proposal requesting probationary division status to the Board.

SECTION 1. Proposal

Student(s) petitioning the Board for probationary division status must present a proposal before the Board. The format of the proposal is left to the petitioner's discretion. However, the proposal must include a clear definition of the mission of the new publication; the intended audience for the new publication; and demonstrate available resources for staffing, production, printing, distribution and funding.

SECTION 2. Criteria for Proposal Consideration

The University and the Corporation are committed to providing opportunities for the free and open exchange of ideas. The Board will consider all proposals for new publications with this tenet in mind. The Board will not grant probationary division status to proposals for publications that duplicate the mission or content of existing divisions. To that end, no proposals for student broadcast media will be considered so long as Vanderbilt Television and WRVU are active divisions. The Board will also consider the likelihood for success of a proposal based upon the petitioner's preparedness, expertise, and available resources.

SECTION 3. Probationary Term

Probationary divisions shall be authorized by the Board to operate for a one-year period. At the expiration of this year, the Board shall authorize a change of divisional status, extend the probationary term for an additional year, or terminate its authorization of the probationary division.

SECTION 4. Funding

Probationary divisions typically are ineligible for funding from the Corporation during the probationary term; they

may, however, utilize shared corporate resources such as advisory services and common workspace.

SECTION 5. Business Operations

The probationary divisions shall utilize the VSC business manager who shall maintain the books and records for each probationary division, hold the funds and sign checks for authorized expenditures of the probationary divisions. The Business Manager will provide monthly income and expense reports to each probationary division head.

SECTION 6. Assessment

Probationary divisions shall be subject to periodic assessment by the Board throughout the probationary term, in order to gather information sufficient to make an effective end-of-term evaluation. A focus will be placed on monitoring the development of a probationary division in a manner consistent with these Bylaws and additional Board policies, as well as the probationary division's ability to continue such operation beyond the probationary term. The Board and applicant shall discuss these measures prior to receiving probationary status, and the probationary division may be asked to present progress updates at the Board's discretion.

SECTION 7. Reapplication

Petitioners whose proposals are rejected by the Board, and petitioners whose probationary division was terminated following the probationary term, must wait at least one semester before applying to the Board for active probationary division status.

ARTICLE VII
Membership

SECTION 1. The Members

The membership of the Corporation shall initially consist of the University, which shall act through its Board of Trust when in session and through its Chancellor when the Board of Trust is not in session.

SECTION 2. Additional Members

Additional members may be admitted to membership to the Corporation by majority vote of the Corporation.

SECTION 3. Resignation

Any member may resign from the Corporation at any time by delivering written resignation to the Chair or Secretary of the Corporation.

- SECTION 4. Meetings

The members shall not have regularly scheduled meetings, but the Chair shall, upon written application of a majority of the membership of the Corporation, call a special meeting of the membership at any time, provided the request states the purpose of the meeting.

SECTION 5. Profit

No member of the Corporation shall at any time receive any pecuniary profit from the operation of the Corporation.

ARTICLE VIII
Amendments and Resolutions

SECTION 1. Amendments

These by-laws may be amended at any meeting by the affirmative vote of two-thirds of the entire Board provided that notice for such a meeting contains the substance of the proposed amendment (except with respect to Article II and Article VII, Section 1, the amendment of any which shall also require the approval of a majority of the members of the Corporation), or in any other manner provided by law.

SECTION 2. Appendix to Bylaws

The Appendix to these Bylaws serves as an operational policy manual for the corporation. The Appendix may be amended at any meeting by the affirmative vote of a simple majority of the Board's voting members. Policy changes or additions to the Appendix shall be effective as of the date of adoption, unless the resolution specifies another date.

ARTICLE IX
Grievance Procedure

SECTION 1. Complaints Against a Division Head

Any person (including a member of the Board) wishing to lodge a formal complaint against a division head shall first make his/her complaint directly to that person or may request a meeting with the division head and the Director of Student Media. A person whose complaint has not been resolved after consultation in this manner may present the complaint to the Chair. Upon presentation, the Chair shall have ten days to resolve the issue or convene the Investigation Committee.

The Investigation Committee shall be charged with investigating all alleged and/or misfeasance or malfeasance in office, by a division head. The Committee shall report its findings to the Board by the next scheduled meeting. The Board will then deliberate on the complaint, and if meritorious, determine the appropriate sanction.

The Board shall have the authority to reprimand, remove from office or reduce the stipend of a division head. The Board shall by majority vote reach a decision as to the findings of fact and the disciplinary action to be taken. However, a two-thirds majority vote shall be required for the removal of a division head or for the reduction of any stipend. The accused and the accuser shall not be present during the Board's deliberation or decision.

A division head, against whom a formal complaint has been lodged, shall be notified by the Chair upon receipt of the complaint, and shall have the right to be informed of the evidence, and the right to appear before and present evidence to the Investigation Committee and the Board.

Following the discussion and decision of the Board, a division head against whom action will be taken shall have the right to lodge an appeal to an Appeals Committee comprised of five people appointed by the Chair to review the charges. The Appeals Committee should be comprised of two Student Representatives, excluding those who served on the Investigation Committee, two undergraduate students not serving on the Board, and one faculty member or graduate/professional student not serving on the Board. The Chair shall have ten days from receipt of the appeal to appoint and convene this committee.

The recommendation of the Appeals Committee shall be subject to the approval of the Chair. A written description of this complaint procedure shall be provided to any person, upon request from the Chair.

SECTION 2. Complaints Against the Director of Student Media

The Board shall have the authority to reprimand and/or remove from office the Director of Student Media, according to the following procedure. Any person (including a member of the Board) wishing to lodge a formal complaint against the Director of Student Media may consult with the Director of Student Media or bring the complaint before the Chair or the Board. Upon presentation the Chair shall convene the Investigation Committee.

After the committee's report has been presented to the Board, the Director of Student Media having been notified in writing by the Chair of the complaint, shall have the right to be informed of the evidence, and the right to appear before and present evidence to the Board.

After such a hearing, the Board may remove the Director of Student Media from office by a two-thirds majority vote of the entire voting membership of the Board. The Board may choose to reprimand the Director of Student Media by a majority vote, in which case a formal reprimand approved by the Board shall be entered into the Corporation's permanent records.

The Board shall not cause any reduction in salary or any other punitive measures not prescribed herein to be taken against the Director of Student Media except due to a corresponding reduction in responsibilities.

In no case shall a Director of Student Media be removed from office without the Chair first having appointed and convened a committee comprised of three persons, not associated with Vanderbilt Student Communications, Inc., to review the charges against the Director of Student Media. This committee shall be appointed by the Chair subject to the approval of two-thirds of the voting members of the Board. At least two members of this committee shall be Vanderbilt undergraduate students. The third member may be selected from the faculty or the professional/graduate student body. The views of this committee shall be considered by, but shall not be binding upon, the Board in reaching its decision on the disciplinary action to be taken.

SECTION 3. Complaints Against Other Staff

Any person (including a member of the Board) wishing to lodge a formal complaint against an Assistant Director of Student Media shall first make his/her complaint directly to that person. A person whose complaint has not been resolved after consultation in this manner may present the complaint to the Director of Student Media. A person whose complaint has not been resolved after consultation in this manner may present the complaint to the Chair.

SECTION 4. Emergencies

In an emergency, the Chair can, with the approval of the Director of Student Media and a Student Representative of the Board, suspend a division head who has abused his/her responsibilities. This suspension shall be validated by a two-thirds majority vote of the Board at the subsequent meeting. At that time, the grievance procedure described in SECTION 1 shall go into effect. The Board may elect appoint an interim officer pending resolution of the grievance.

SECTION 5. Public Grievances

At least once each year the Board will inform the Vanderbilt community that views and concerns about the policies of the Corporation and the content and quality of its operations are welcome at any time. This communication should appear in a display advertisement in The Vanderbilt Hustler or other suitable media, and include instructions on how to contact the staff and Board of the Corporation. The Board may, at its discretion, convene from time to time a public forum, publicized in advance, for members of the community to express views and concerns about the Corporation and its operations.

SECTION 6. Penalties for Unexcused Absence

Regular attendance at Board meetings is imperative for all Board members. An absence is considered excused if the Board member notifies the Secretary of the Board no later than one day prior to a scheduled meeting of a planned absence. Absent members may provide a proxy pursuant to Article X. Two excused absences shall constitute one unexcused absence. In the event of an unexcused absence, the Secretary shall send written notification to that Board member of his or her failure to attend the prior meeting.

Two unexcused absences shall be grounds for dismissal from the Board.

Board meetings should be limited to a maximum of two hours. If business extends beyond that time, provision should be made to meet again to finish old business. In light of this, leaving a Board meeting prior to its completion shall constitute an unexcused absence.

ARTICLE X Proxies

SECTION 1. Student Representative Proxies and Student Alternates

The board may, at its discretion, select one Student Alternate board member, to be appointed from the pool of applicants seeking the position of Student Representative during the regularly scheduled election for such positions. The Student Alternate shall be an official member of the Board and shall be elected appointed to the term of no less than one semester but no more than one year. The Student Alternate shall be invited to attend all meetings of the Board, but may only cast votes in the place of one Student Representative not present at a meeting of the Board. The Student Alternate shall be subject to all policies regarding Student Representatives, including those policies in Article III, Section I, subsection (b) of these Bylaws.

Student Representatives may designate a student proxy for up to four different Board meetings during the academic year. The proxy may not be an officer of the Corporation, member of the Board, or hold a titled position within a division. A written notice, including the Representative's signature, must be provided to the Secretary or Chair at the Board meeting. A Student Representative may only designate a student proxy when a Student Alternate is not available or already serving as an alternate for another member on the board.

SECTION 2. Faculty Representative Proxies

Faculty Representatives may designate another member of the University faculty as a proxy for up to four different Board meetings during the academic year. The proxy may not be an officer of the Corporation or member of the Board. A written notice, including the Representative's signature, must be provided to the Secretary or Chair at the Board meeting.

SECTION 3. Minutes

The minutes of any meeting shall contain a list of the individuals holding proxies and for whom these proxies are held.

Appendix A to Bylaws Operational Policies

1. CORPORATE MISSION

approved 04.10.02

Vanderbilt Student Communications, Inc. exists to provide the students and other members of the Vanderbilt community specific services and outcomes, primarily, (1) the provision of an environment that fosters the development of students' skills in leadership, management, human relations, and fiscal responsibility in a unique cocurricular setting that allows for high levels of participation in daily-run, product-oriented organizations; (2) the provision of realistic opportunities for students to learn and gain competency in specialized mass communications skills ranging from writing, editing, computer-aided design and production, advertising creation, sales and accounting, to television and radio production, program conception, and on-air participation; and (3) the provision to the campus community of print and broadcast media serving as forums for free expression, allowing the exchange of ideas, dissemination of news, outlets for creative work, and vehicles for entertainment, fulfilling a role critically essential to the health of a vibrant university in a democratic society.

2. OPERATIONAL PHILOSOPHY

approved 01.06.05, revision approved 04.10.07

SECTION I. Primary Corporate Responsibilities

(a) The mission of VSC remains multi-faceted, with the primary objectives of its organizational efforts being the distribution of student-produced mass media to the University community, opportunities for students to participate and learn, and fiscal solvency for the corporation to ensure such opportunities continue to exist for future generations of students.

(b) Critical to all facets of the VSC mission is, above all, the preservation of a core set of student media outlets that provide the most expansive set of opportunities for students, the most significant and enduring sources of revenue, and the most recognized mediums of outreach and appeal to the University's local, regional, and national audience.

(c) A variety of media exist on college and university campuses whose preservation is necessary and proper for the constituency of an elite institution with aspirations toward broad national aims. The delivery systems for these media often includes newspapers, magazines, radio, television and Web sites.

(d) VSC bears a directed responsibility to the students and community of Vanderbilt to provide for the preservation and

improvement of these mediums of student media above all. Methods may include, but are not limited to, the following: reallocation of physical or monetary resources from other expenses, restructuring of incentive programs to encourage participation, creation of education and outreach initiatives, and planning investments to ensure long-term growth and stability.

SECTION II. Additional Corporate Responsibilities

(a) Primary roles of fostering student development through participation and providing media outlets to the University community may be better served by an increased number of publication mediums. As such, as best it sees fit and to the extent possible given remaining physical and monetary resources, VSC maintains a firm commitment to providing additional student media divisions with organizational support, advisory services, and opportunities to reach the community.

(b) Efforts to improve quality and maximize interest are and should continue to be central aspirations of every division irrespective of the resources available, and VSC remains steadfast in its provision of support for these efforts. Different communications mediums benefit from different types of incentives, services, and other resources. Factors such as equitability and achievement, approached within the context of corporate priorities, play a central role in assessing levels of support to provide.

(c) Levels of resource allocation vary considerably for all divisions given their diverse and, at times, competing needs. In determining how to best manage the resources available to student-produced communications beyond those specifically described in SECTION I, it is necessary and appropriate for VSC to critically evaluate factors such as product quality, benefit to constituents, community interest, educational merit, and opportunity costs as a part of its decision-making process.

3. DIVISION OPERATIONAL STRUCTURE

approved 03.24.05, revision approved 10.06.09

As a means to apply its Operational Philosophy, VSC will distinguish its divisions into four categories based upon the role the division plays within the corporation. This categorization will be made without regard for a division's classification described in Article V, Section 1 of these Bylaws. The four categories and their definitions are:

(a) Primary Media:

Primary divisions are the flagship media outlets that are the foundation of the Corporation. These outlets publish, create and broadcast student content with the greatest regularity.

(b) Supplementary Division:

Supplementary Divisions are media outlets that augment

the Primary Divisions with audience-driven and/or advocacy content.

(c) **Affiliated Division:**

Affiliated Divisions operate autonomously with limited or no financial support from the Corporation.

(d) **Probationary Division:** Probationary divisions are granted approval to exist under review for a period of one year, after which their status may be continued, changed, or dissolved. When deemed appropriate by the Board, probationary divisions must choose to operate as a Supplementary Division or Affiliated Division.

4. DIVISION CATEGORY GUIDELINES

approved 03.24.05, revision approved 10.06.09

The VSC Board of Directors will utilize the following category-based guidelines when taking action with regard to the allocation of financial, facility, and other resources to divisions.

SECTION 1. Corporate Services.

(a) The Corporation will provide to each of its divisions basic services, including access to advice, consultation and training from professional staff; accounting and fiscal management services; and access to limited community equipment (fax, photocopier, photographic, computer, etc.) without cost or penalty as regular administrative functions.

SECTION 2. Primary Media.

(a) Primary media divisions will receive first priority with respect to receiving funding, office space, equipment and other resources necessary to ensure successful operation.

SECTION 3. Supplementary Media

(a) The Board will at its discretion determine a minimum number of programming hours or issues to be published annually by each Supplementary Media division. The Board will allocate to the division(s) resources sufficient to support organizational operation and printing of the prescribed issues.

(b) Any revenue generated by Supplementary Media divisions will be shared in the common Primary/Supplementary operating budget as described in Policy 7 of Appendix A. When possible, surplus revenue generated by a division will be used to support that division's activities.

(c) Office space and equipment allocation to Supplementary Media will be made at the Board's discretion based upon corporate priorities and available resources.

SECTION 3. Affiliated Media

(a) After addressing financial priorities during the annual budget process, the Board may designate funds to be used for grants for Affiliated Media divisions.

(b) Grant funding may be used exclusively for an Affiliated Media division's essential operational expenses, e.g., printing, postage, supplies, etc. and may not be used for purposes such as staff travel, staff compensation, staff motivation, or equipment.

(c) Affiliated Media divisions will be provided access to shared office space that includes dedicated, secure digital and physical storage for the division. If sufficient corporate resources allow, Affiliated Media divisions may receive exclusive use of office and equipment at no charge.

(d) In the event that the board does not assign exclusive office space to an Affiliated Media division and available resources allow, an Affiliated Media division may request exclusive use of office space. If granted, the division will be charged a corporate assessment equal to the cost of the space. Any corporate assessment must be paid by the division using reserves or revenue raised in excess of grant-matched funds.

SECTION 4. Probationary Divisions

(a) The Board may at its discretion allocate to the division(s) resources sufficient to support organizational operation.

(b) Probationary divisions are expected to generate revenue to support the division's operations.

(c) Office space and equipment allocation to Probationary divisions may be made at the Board's discretion based upon corporate priorities and available resources.

5. COMPLAINTS PROCEDURE

approved 04.10.02

SECTION 1. Complaints Against a Division Head

Any person (including a member of the Board) wishing to lodge a formal complaint against a division head shall first make his/her complaint directly to that person or may request a meeting with the division head and the Director of Student Media. A person whose complaint has not been resolved after consultation in this manner may present the complaint to the Chair. Upon presentation, the Chair shall have ten days to resolve the issue or convene the Investigation Committee.

The Investigation Committee shall be charged with investigating all alleged and/or misfeasance or malfeasance in office, by a division head. The Committee shall report its findings to the Board by the next scheduled meeting. The Board will then deliberate on the complaint, and if meritorious, determine the appropriate sanction.

The Board shall have the authority to reprimand, remove from office or reduce the stipend of a division head. By a majority vote of its entire voting membership, the Board shall reach a decision as to the findings of fact and the dis-

General Welfare

AMENDMENT TO CHARTER OF INCORPORATION

At a Meeting of the Board of Directors of

Vanderbilt Student Communications, Inc.
Name of Corporation

duly held at the office of said corporation in Nashville, Tennessee, on the 15th day of May, 1969, the following resolution was adopted, its advisability declared and a meeting membership of the ~~stockholders~~ duly called to vote thereon; which resolution is as follows:

Whereas it is advisable to confine the purposes of this ~~general welfare corporation to those set forth in Section 501 (c) (3) of the Internal Revenue Code of 1954, it is therefore:~~

RESOLVED that the Charter of Incorporation of this Corporation ~~be, and hereby is, amended by adding thereto the following paragraphs:~~

~~"Notwithstanding any other provision of this Charter, the corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt under Sections 501 (c) (3) of the Internal Revenue Code of 1954 and its Regulations as they now provide or as they may hereafter be amended to provide, or by an organization contributions to which are deductible under Section 170 (c) (2) of such Code and Regulations as they now exist or hereafter may be amended.~~

~~Upon the dissolution of the corporation or the winding up of its affairs, the assets of the corporation shall be distributed exclusively to charitable, scientific, or educational organizations which would then qualify under the provisions of Section 501 (c) (3) of the Internal Revenue Code and its Regulations as they now exist or as they may hereafter be amended."~~

AMENDMENT A-5

disciplinary action to be taken. However, a two-thirds majority vote shall be required for the removal of a division head or for the reduction of any stipend. The accused and the accuser shall not be present during the board's deliberation or decision.

A division head, against whom a formal complaint has been lodged, shall be notified by the Chair upon receipt of the complaint, and shall have the right to be informed of the evidence, and the right to appear before and present evidence to the Investigation Committee and the Board.

Following the discussion and decision of the Board, a division head against whom action will be taken shall have the right to lodge an appeal to a committee comprised of five people appointed by the Chair to review the charges. The Appeals Committee should be comprised of two Student Representatives, excluding those who served on the Investigation Committee, two undergraduate students not serving on the Board, and one faculty member or graduate/professional student not serving on the Board. The Chair shall have ten days from receipt of the appeal to appoint and convene this committee.

The recommendation of the Appeals Committee shall be subject to the approval of the Chair. A written description of this complaint procedure shall be provided to any person, upon request from the Chair.

SECTION 2. Complaints Against the Director of Student Media

The Board shall have the authority to reprimand and/or remove from office the Director of Student Media, according to the following procedure. Any person (including a member of the Board) wishing to lodge a formal complaint against the Director of Student Media may consult with the Director of Student Media or bring the complaint before the Chair or the Board. Upon presentation the Chair shall convene the Investigation Committee.

After the committee's report has been presented to the Board, the Director of Student Media having been notified in writing by the Chair of the complaint, shall have the right to be informed of the evidence, and the right to appear before and present evidence to the Board.

After such a hearing, the Board may remove the Director of Student Media from office by a two-thirds majority vote of the entire voting membership of the Board. The Board may choose to reprimand the Director of Student Media by a majority vote, in which case a formal reprimand approved by the Board shall be entered into the Corporation's permanent records.

The Board shall not cause any reduction in salary or any other punitive measures not prescribed herein to be taken against the Director of Student Media except due to a cor-

responding reduction in responsibilities.

In no case shall a Director of Student Media be removed from office without the Chair first having appointed and convened a committee comprised of three persons, not associated with Vanderbilt Student Communications, Inc., to review the charges against the Director of Student Media. This committee shall be appointed by the Chair subject to the approval of two-thirds of the voting members of the Board. At least two members of this committee shall be Vanderbilt undergraduate students. The third member may be selected from the faculty or the professional/graduate student body. The views of this committee shall be considered by, but shall not be binding upon, the Board in reaching its decision on the disciplinary action to be taken.

SECTION 3. Complaints Against the Assistant Director(s) of Student Media

Any person (including a member of the Board) wishing to lodge a formal complaint against an Assistant Director of Student Media shall first make his/her complaint directly to that person. A person whose complaint has not been resolved after consultation in this manner may present the complaint to the Director of Student Media. A person whose complaint has not been resolved after consultation in this manner may present the complaint to the Chair.

6. ACTIVITY FEE FUNDING FORMULA

approved 04.10.02

Under agreement with the University's Division of Student Life, the Corporation receives an annual allocation of student activity fees. The formula for the amount received is based on the Corporation's 2000-2001 allocation of \$285,000. Each fiscal year following 2000-2001, the Corporation will receive the base amount plus a percentage increase equal to any increase in the Student Activities Fee. For example, if the Fee increases by 3 percent, the allocation would be \$285,000 X 1.03. The formula is subject to negotiation by the Corporation and the Division of Student Life in the event of special needs. Special needs could be the addition or loss of divisions, or if the Activities Fee Fund falls short of meeting the allocation requirements in any given year. In such cases, the Corporation might receive a decrease proportionate to the decrease experienced by the composite decrease of allocations to all other petitioning groups. The Corporation will provide upon request an itemized budget by division to the Student Finance Committee's administrative adviser.

While the Activities Fee Fund may be the primary source of a division's revenue, it should not be viewed as a subsidy in place of other attainable forms of revenue. Divisions are encouraged to generate additional revenue through advertising, underwriting, subscriptions and other legal means to subsidize Activities Fees used for operating funds. Full

*divisions shall bear the responsibility to generate a fair proportion of revenues through these means, within the constraints of their publication format.

7. DIVISION BUDGETS

approved 04.10.02, revision approved 10.06.09

All divisions classified as Primary or Supplementary by Article V, Section 1 of these Bylaws operate with a unified budget of shared revenue and expenses. The VSC Business Manager and the Director of Student Media will prepare a proposed unified budget for these divisions for board review each spring for the upcoming fiscal year. This proposed budget will also include all shared corporate revenue and expenses.

(a) Newly hired heads for divisions classified as Affiliated or Probationary by Article V, Section 1 of these Bylaws shall prepare each Spring a proposed item budget for the upcoming fiscal year. Proposed budgets shall be submitted to the board for review. Affiliated and Probationary divisions shall utilize the VSC business manager who shall maintain the books and records for each division, hold the funds and sign checks for authorized expenditures. The Business Manager will provide monthly income and expense reports to each division head.

(b) Newly hired Affiliated and Probationary division heads may submit requests for financial grants from the VSC unified budget. Any such requests must be submitted in writing to the VSC Business Manager in advance of the Board's spring budget review.

8. ACTIVITY FEE FUNDING ELIGIBILITY

approved 04.10.02

Funding originating from Activity Fee sources will not be allocated to organizations classified by the Office of Student Activities or the Board as partisan, including, but not limited to, religious or political groups. The Board may use this policy as a basis for determination when considering the status of a division or the election of a division head.

9. ACCOUNTING

approved 04.10.02

The VSC business manager shall keep a set of books, standardized for the particular divisions, which the Director of Student Media shall have the right to examine at any time during the year. Division heads shall have the right to examine the books for their respective divisions at any time during the year. The Director of Student Media shall file these books as part of the permanent record of the Corporation at the close of the fiscal year or as soon as practical thereafter.

10. STUDENT COMPENSATION

approved 04.10.02, revision approved 10.06.09

(a) Students working within VSC divisions may receive nominal compensation in accordance with this SECTION and with Board approval.

(b) Student compensation in this section refers only to use of funds to pay stipends to students working in staff positions within a division. This section does not apply to professional staff salaries, or students who are paid using federal college work study grants or individuals acting as independent contractors who perform specific services for a division. Any student staff member who receives regular pay in the form of an hourly wage or commission from a division may not also receive a stipend.

(c) Student staff compensation shall be allocated in the form of monthly payments made by the VSC business manager.

11. STUDENT ADVERTISING COMMISSIONS

approved 04.10.02

A division may pay to student staff commissions on the sale of advertising and underwriting. Commissions may not exceed 15 percent of any total sale. Division heads are not eligible to receive commissions from advertising or underwriting received from their division. The program director and music director of radio station WRVU are ineligible to receive any type of commission.

12. ADVERTISING TRADE-OUT

approved 03.24.05

As a matter of general practice, divisions may not trade advertising space or time in publications or programs for goods and/or services. All advertisers will be invoiced at the division's established, published rates. Advertisers are expected to make monetary payment for all advertising purchased. Exceptions to the policy may be made under special circumstances with advance approval of the VSC Business Manager.

13. ADVERTISING PROMOTION

approved 11.06.02

No division may make in its advertising solicitation efforts false claims with respect to issues such as circulation, readership, pricing or other quantitative values.

14. BOARD CHAIR RESEARCH FUND

approved 04.10.02

The faculty representative entering the third year of his or her term on the Board shall serve as the Board's Chair. As an expression of appreciation for service, a Research Fund, not to exceed \$1,000, shall be established for the Chair's discretionary use to support educational/research oriented endeavors.

15. BOARD STUDENT MEMBER STIPEND

approved 03.24.05

Student Board members agree to attend up to 10 meetings each year, serve on at least one VSC committee, and actively participate in the business of the Board. Additionally, the Media Council Representative agrees to convene at least one meeting of the Council each semester, communicate Board action to the Council, and represent Council interests to the Board. Student Members-at-Large in their first year of service to the Board and the Media Council Representative shall receive a \$150 annual stipend in appreciation of their service. Student Members-at-Large in their second year of service to the Board shall receive a \$250 annual stipend. Stipends will be distributed in two equal payments at the end of the fall and spring semesters. Failure to meet obligations to the Board may result in a proportional reduction of the stipend by a set schedule that shall be determined by the Board prior to the onset of the term of service.

16. STUDENT TRAVEL

approved 04.10.02, revision approved 10.06.09

The Corporation encourages its members to engage in external educational opportunities that support the student media efforts of its divisions. Likewise, the Corporation supports the value of on-site media coverage of events when the magnitude of such events is of compelling interest to the University community. When possible and appropriate, VSC will financially assist staff members with expenses related to participation in workshops, conferences and special event coverage. During the annual budget preparation process the Board may choose to allocate funds that may be used to support student travel.

Division heads requesting travel funding not exceeding \$2,500 should submit their requests to the VSC Business Manager. The Business Manager, in consultation with appropriate members of the VSC advising staff and/or the Director of Student Media, will determine if a request is financially and programatically permissible. Division heads may appeal denied requests to the VSC Board of Directors. All division head travel requests that exceed \$2,500 must be submitted directly to the board.

Requests for conference/workshop travel funding must conform to the following rules:

(a) All requests for travel funding must be specific, and include conference/workshop description, number and names of students who would travel, and good faith estimates of registration, travel,

and lodging expenses.

(b) Travel funding allocated under this policy may be used only for convention/workshop registration fees, transportation costs from Nashville to the conference city (excluding parking, taxis, tips, etc.), and lodging costs during the workshop. Any other travel-related expenses are the responsibility of the individuals traveling.

(c) Travel funding will not be allocated to cover the expenses of spring semester travel for seniors and/or students who will not be returning to VSC the following fall.

Requests for special event coverage travel funding must conform to the following rules:

(d) All requests for travel funding must be specific, and include the event description and supporting evidence to warrant on-site coverage, number and names of students who would travel, and good faith estimates of travel and lodging expenses.

(e) Travel funding allocated under this policy may be used only for transportation costs from Nashville to the event city (excluding parking, taxis, tips, etc.), and lodging costs during the event. Any other travel-related expenses are the responsibility of the individuals traveling.

To protect VSC from losses resulting from non-refundable fares and last-minute changes, students authorized funding for air travel will be expected to purchase their own tickets and be reimbursed by VSC immediately upon return from the trip.

17. STUDENT TRAVEL AGREEMENT

approved 09.10.03, revision approved 01.30.07

Students whose travel is subsidized by funding provided by the corporation, as described in Policy 17, are required to consent to and sign VSC's Convention/Workshop Travel Contract. This contract stipulates that each student will be responsible for reimbursing VSC funds it expends, whole or in part, if the student elects for non-emergent reasons not to travel and costs such as registration and lodging cannot be transferred to a suitable substitute. Subsidized student travelers must also agree that the Board may demand reimbursement for funds expended, whole or in part, if the student is found to have gone to but failed to materially participate at an event. When board-approved travel includes airline transportation, each student approved for funding must purchase his or her airline ticket in advance. Within three working days of completion of the student's travel, VSC will issue a reimbursement check for the cost of airfare up to the amount approved in advance by the board.

18. REIMBURSEMENT

approved 09.10.03

Individuals seeking reimbursement for expenditures made on behalf of the corporation must retain receipts or other documentation of transactions and attach them to a completed "Reimbursement Request Form" to be turned in to

the VSC Business Manager. It is each individual's responsibility to determine in advance if expenditures will be authorized and approved. Reimbursements will typically be paid within three business days, except under special circumstances.

19. EQUIPMENT

approved 04.10.02

The Corporation maintains reserve accounts for purposes that include the replacement, upgrade, and repair of equipment. These reserve funds may not be used for annual operating expenses. Additionally, during the annual budget preparation process, divisions may itemize reasonable equipment requests as an expense line in their division budgets. All requests for equipment funding must be specific, and include comprehensive equipment descriptions, model numbers, and pricing information.

No capital equipment may be sold, transferred, conveyed or otherwise disposed of without the approval of the Board. At the end of each academic year an inventory must be made in all divisions.

20. EQUIPMENT USE

approved 03.24.05, revision approved 10.06.09

The corporation provides equipment to support the activities of its divisions. Most equipment, such as computers, broadcast components, etc., is intended to be used in and not removed from the VSC space it occupies. Other equipment, such as cameras, are intended to be used by student staff in the field. Individuals who use VSC equipment agree to exercise reasonable care to avoid its damage or loss. Individuals who have equipment in their care that becomes damaged or lost due to negligence will be responsible for reimbursing VSC the repair or replacement cost for the equipment.

21. CONTINGENCY FUND

approved 04.10.02

VSC acknowledges that contingencies may arise throughout the year for which additional funds may be necessary for some divisions. These may include, but are not limited to, unexpected travel requests, emergency equipment requests, and full or partial allocation to new divisions. Divisions may petition the Board and request an allocation from the available contingency fund.

22. STAFF MOTIVATION

approved 04.10.02, revision approved 10.06.09

During the annual budget proposal process the Board may choose to allocate funds that may be used to support staff motivation. Funds allocated to Staff Motivation may be used at the discretion of respective division heads for the purchase of goods and services to be used as incentives and/or rewards for active staff members as a means to ensure staff retention and job performance. Funds allocated to Staff Motivation may be expended on items that include, but are not limited to, food, t-shirts, gift certificates, recreation or other tokens of appreciation.

All requests for staff motivation must include a description of intent for use and a timeframe for distribution. Division heads may submit requests to the VSC Business Manager. The Business Manager, in consultation with appropriate members of the VSC advising staff and/or the Director of Student Media, will determine if a request is financially and programatically permissible. Division heads may appeal denied requests to the VSC Board of Directors.

As with all division expenditures, Staff Motivation expenses are subject to review by the VSC Business Manager, Director of Student Media, and Board of Directors. The following rules apply to Staff Motivation funding:

- (a) Anything purchased with Staff Motivation funds must be fairly and equally distributed to all staff members who warrant incentives and/or rewards. Funds may not be used to enrich individual staff members.
- (b) Staff Motivation funds may not be distributed in the form of cash payments to staff members.
- (c) Staff Motivation funds may not be expended on alcoholic beverages.

23. PROFESSIONAL STAFF DUTIES

approved 04.10.02

SECTION 1. Director of Student Media. General Duties

- (a) The Director of Student Media shall coordinate the activities of any attorneys, the accounting and auditing firm, the consultant engineer of the radio station, and any other consultants and advisers assisting in the work or training of the divisions.
- (b) The Director of Student Media shall have regular meetings with the division heads to critique publication/production and discuss problems or concerns. The Director of Student Media and the division heads shall apprise the Chair of the regularity and frequency of their meetings and inform the Chair of any difficulties in their arrangement. The Director of Student Media shall assist division heads in staff

management, inventory control, relations with university administration, fiscal management and all problems relating to production or publication.

(c) The Director of Student Media shall be available to deal with emergency issues confronting division heads (i.e. questionable or potentially libelous content).

(d) The Director of Student Media shall keep regular office hours at least three days a week to meet with division heads and other publication staff on a walk-in basis. The Director of Student Media shall be in the office during posted office hours except in cases of illness or emergency.

(e) The Director of Student Media shall serve as a consultant to the division heads when preparing annual line item budget proposals.

(f) The Director of Student Media shall review the financial operations of each division to ensure expenses fall within approved budgets. The Director of Student Media shall promptly report to the Chair or the Board any known or foreseeable financial problems. The Director of Student Media shall have the right to examine the set of standardized financial books kept by the VSC business manager for each division at any time. The Director of Student Media shall file these books as part of the permanent record of the Corporation at the close of the academic year or as soon as is practical thereafter.

(g) The Director of Student Media shall be a non-voting member of the Board of Directors and assist the Chair, the Vice-Chair, and the Board in the fulfillment of their duties.

(h) The Director of Student Media shall serve as the Chief Financial Officer of the Corporation (supervision of the corporation's operating budget) and fulfill any corresponding duties that may be assigned by the Board. The Director of Student Media shall assist the Board in dealing with grievances.

(i) The Director of Student Media shall serve as supervisor for all full and part-time professional staff employed by VSC, Inc., including the Assistant Director of Student Media responsible for business and bookkeeping (VSC Business Manager) and the Assistant Director of Student Media responsible for advising duties as assigned. The Director of Student Media shall be responsible for the delegation of professional staff work assignments, scheduling, and other personnel-related issues. The Director of Student Media shall conduct an annual performance review of each professional staff member, and in consultation with the Chair, authorize salary increases when appropriate. Likewise, the Director of Student Media shall alert the Chair if the performance of any professional staff member warrants Board attention.

24. NON-AFFILIATE PARTICIPATION

approved 08.25.03, revision approved 10.06.09

The primary mission of VSC is to serve Vanderbilt students. To that end, currently enrolled students shall always receive first priority for opportunities to participate in any division's activities. Active participation on a division's staff, defined as any involvement greater than the submission of occasional content contributions (e.g., letters to the editor, guest columns, submissions of creative writing, etc.), is limited to individuals affiliated with the University, specifically current students, alumni, faculty and staff.

The Board may allow exceptions to permit non-affiliated individuals to participate in guest DJ positions with WRVU. The Board may set specific limits on the number of non-affiliated individuals who may participate in this role.

If non-affiliated participation at WRVU is authorized by the Board, the Director of Student Media and/or the Director's staff designee shall maintain a list of individuals who may be permitted to participate. This list of individuals will be shared with the student station manager who may at his/her discretion include some or all non-affiliates on the station's schedule.

To be considered for inclusion on the list of authorized non-affiliates, individuals must apply annually to the Director of Student Media or the Director's designee. Each individual who seeks permission for non-affiliate participation must submit a completed and signed "Non-Affiliate Participation Form". The selection process and priority ranking of non-affiliates shall be done at the discretion of the Director and subject to review by the Board of Directors.

Non-affiliates under consideration may not participate at WRVU until Board approval is authorized. Non-affiliate participants may not hold titled or leadership positions within WRVU.

25. UNAUTHORIZED REMOVAL OF PUBLICATIONS FROM CIRCULATION

approved 02.04.05

If any Vanderbilt student, faculty member, employee or campus visitor considers something they see in any of the VSC-sanctioned publications on campus to be either highly offensive or in breach of the law in terms of libel, obscenity or invasion of privacy, they have a right to register their complaint and seek appropriate action, pursuant to the Complaints Procedure laid out in the By-Laws.

In cases involving offensive or defamatory material, the matter should be raised directly with a member of the VSC Staff or the VSC Board and, if possible, with the Editor-in-Chief (EIC) of the publication in question. Although it would be generally preferable, it is not necessary to notify the EIC

that a complaint is being made before going to either the VSC Board or a VSC staff member. Once the complaint has been made, VSC will notify the EIC of the relevant publication of the nature of the complaint.

Individuals should not remove issues that they consider offensive or potentially defamatory without consultation with VSC staff. Publications distributed on campus within the VSC structure are property of VSC, and any removal (other than for the intended purpose of general distribution) of them without authorization will be regarded as theft.

An individual may only remove the issues either with the permission of the EIC of the publication, or with authorization from the VSC Director of Student Media.

If the complaint concerns the offensive nature of a publication but not a belief that the publication has violated any legal barrier under libel, obscenity or invasion of privacy laws, the publication will be left in the racks. The question of whether or not action should be taken against the EIC or the publication in general will then normally be raised at the next board meeting, where the person (or persons) who made the complaint will be invited to speak to it.

If the complaint concerns a potential legal action against the publication, and the Director of Student Media considers such an action to present a reasonable legal risk, then the general course of action shall be to have the issues removed from circulation, and stored by VSC until the matter is resolved.

The decision to leave a publication in circulation after a complaint regarding offensiveness has been made in no way represents an endorsement by VSC of the decision to publish whichever item caused offense. The VSC Board reserves the right to impose whatever sanction it deems appropriate against the publication in question, or its editorial staff, regardless of what decision was taken in regard to circulation of the issue at the time of the complaint.

26. STATEMENT ON INCLUSIVE PARTICIPATION

approved 04.10.02

Vanderbilt Student Communications, Inc. and its divisions actively seek to be diverse student organizations and welcome applications from all members of the student community.

27. PAID STUDENT STAFF DOCUMENTATION

approved 03.24.05

Students who are to be compensated for work for a division under SECTION 10 must complete and return all employment paperwork to the VSC Business Manager before con-

ducting any work for which pay is expected. Required paperwork includes IRS Form W-4, IRS Form I-9, and others that may become required by law. Students may only be paid for work done following the date and time that required paperwork is filed. Students who perform work for divisions without required paperwork on file will be considered volunteers.

28. POLICY ON USE OF PSEUDONYMS

approved 03.24.05

In some situations, most notably in cases involving humor or satire publications, divisions may produce content using a pseudonym or including fictional quotes from made-up or well-known public figures. For example, a persona piece may be written from the perspective of someone other than the actual writer. Sometimes these are attributed to public figures or celebrities, but also occasionally to an archetypal persona, which would require the "invention" of a name for the columnist. Additionally, certain news stories can sometimes be attributed to fictional authors or include quotations from imaginary people. Finally, certain blatantly satirical special features regularly use fake names for respondents.

For any column, news story, or feature which contains an author or quotation attributed to someone other than a staff writer, it is incumbent upon the publication to establish either (a) that this person is a legitimate public figure whose name can be used in a satirical context; (b) that the persona is clearly identified so as to remove confusion that it could be an actual non-public individual (e.g. "John Smith, local film director"); or (c) that the name used does not correspond with that of any private individual who would not wish their name to be used in such a way and would not be considered a public figure.

All fake names – authors and characters quoted or described in stories – should be subjected to internal University search as well as general internet or other search as appropriate to rule out the possibility of accidentally attributing items to individuals in violation of the above conditions.

29. GOLF CART USAGE POLICY

approved 01.30.07

VSC maintains a golf cart available for use by students for authorized divisional purposes, which are limited to the transport of publications and/or equipment on campus. Only those students who have been approved under the terms and conditions stipulated in the Golf Cart Usage Form will be authorized to operate the cart. In the event there is damage to the cart or damage caused by the cart to other property that is the result of the driver's negligence, the driver will be financially liable for damages incurred.

*When necessary, an investigation into the facts of such cases will be conducted by the VSC Board of Directors. Depending upon the circumstances, VSC may request the assistance of the University's Office of Student Conduct and Academic Integrity to adjudicate such matters.

30. POLICY ON CORPORATE STAFF ASSISTANCE TO CANDIDATES FOR HIRING

approved 04.17.07

Transparency and fairness are of the utmost importance during the electoral processes conducted by the corporation. To comply with these criteria, assistance and consultation will be made available by the Director of Student Media and Assistant Directors of Student Media to any applicant seeking the position of head of a division of the corporation or a position on the board of directors of the corporation.

Such consultation shall not infringe on the privacy expectations of other applicants seeking the same or another position within the corporation. No member of the staff shall knowingly engage in consultation with an applicant that will place another applicant seeking the same or another position within the corporation at a competitive disadvantage.

All applicants seeking the aforementioned positions within the corporation shall be made known of the potential for assistance and consultation with staff in writing no later than the date of final deadline for submission of applications. It is left to the discretion of the staff as to how applicants will be notified of this availability.

31. WRVU MANAGEMENT STRUCTURE

approved 12.08.09

Authority for the operation of WRVU comes solely from its license granted by the Federal Communications Commission to the Board of Directors of Vanderbilt Student Communications, Inc. Conditions of that license require that the Board have and maintain absolute control of the station, its equipment, and operation, including complete supervision of the programs to be broadcast.

Consistent with this requirement, authority for the operation of the radio station is delegated from the Board of Directors through the Director Student Media to the Assistant Director of Student Media for Broadcasting (Adviser). All persons to whom authority has been delegated for the operation of the station are held accountable for the wise and prudent use of that authority. All persons working at WRVU must be aware of the Board's responsibility as licensee in their conduct and accountability to station management and the Board. It is the continuing responsibility of the station's Adviser and the student station manager, who is hired by the Board, to see that the station is operated in a manner consistent with the Board's responsibility as licensee.

VSC encourages active student participation in the operation of WRVU. However, since the station must be managed and operated in compliance with FCC regulations and since the licensee is legally accountable for this compliance, reasonable limits must be placed on the degree and level of student participation. While student prerogatives are given the widest possible expression, there will be times when a line must be drawn consistent with licensee responsibility. Since that line moves with changes in regulations and circumstances, the Adviser and/or the Director of Student Media are responsible for keeping student prerogatives consistent with the licensee's responsibility.

To better ensure continuity and compliance with its responsibilities, the Board will divide the management functions for WRVU between the Adviser and the student station manager. Specifically, acting on the Board's behalf, the Adviser is responsible for all station matters related to FCC compliance (including technical, recordkeeping and programming regulations), facility and equipment, supervision of the station's engineer, and ultimate supervision of all non-student participation with the station. The student station manager is responsible for all decisions related to programming (including content to be aired and scheduling of all approved on-air personnel), appointment and supervision of the executive staff, supervision of all approved on-air and/or station support staff, and any off-air programs, marketing or events developed in support of the station.

EXHIBIT C

Vanderbilt Student Communications, Inc.

Corporate Annual Reports

dated

August 27, 2004 through September 2, 2010

CORPORATION ANNUAL REPORT

Please return completed form to:
TENNESSEE SECRETARY OF STATE
Attn: Annual Report
312 Eighth Ave. N, 6th Floor
William R. Snodgrass Tower
Nashville, TN 37243

Annual Report Filing Fee Due:
120, if no changes are made in block #8 to the registered agent/office, or
140, if any changes are made in block #8 to the registered agent/office

CURRENT FISCAL YEAR CLOSING MONTH: 06
CORRECT MONTH IS _____

IF DIFFERENT

THIS REPORT IS DUE ON OR BEFORE 10/01/04

(1) SECRETARY OF STATE CONTROL NUMBER: 0086632

(2A) NAME AND MAILING ADDRESS OF CORPORATION:

(2B) STATE OR COUNTRY OF INCORPORATION

TENNESSEE

VANDERBILT STUDENT COMMUNICATIONS, INC.

(2C) ADD OR CHANGE MAILING ADDRESS:

2100 WEST END AVE
SUITE 750
NASHVILLE, TN 37203

D 09/22/1967 NON-PROFIT

(3) A PRINCIPAL ADDRESS INCLUDING CITY, STATE, ZIP CODE:
VANDERBILT UNIVSTY, BOX 1669, STATION B, NASHVILLE, TN 37235

B CHANGE OF PRINCIPAL ADDRESS:

STREET CITY STATE ZIP CODE + 4

(4) NAME AND BUSINESS ADDRESS, INCLUDING ZIP CODE, OF THE PRESIDENT, SECRETARY AND OTHER PRINCIPAL OFFICERS
(ATTACH ADDITIONAL SHEET IF NECESSARY.)

TITLE	NAME	BUSINESS ADDRESS	CITY, STATE, ZIP CODE + 4
PRESIDENT			
SECRETARY	see attached		

(5) BOARD OF DIRECTORS (NAMES, BUSINESS ADDRESS INCLUDING ZIP CODE) (ATTACH ADDITIONAL SHEET IF NECESSARY.)

SAME AS ABOVE NONE

OR LISTED BELOW: NAME BUSINESS ADDRESS CITY, STATE, ZIP CODE + 4

see attached

(6) A NAME OF REGISTERED AGENT AS APPEARS ON SECRETARY OF STATE RECORDS

DAVID WILLIAMS, II

B REGISTERED ADDRESS AS APPEARS ON SECRETARY OF STATE RECORDS:

305 KIRKLAND HALL, VANDERBILT UNIV, NASHVILLE, TN 37240

C INDICATE BELOW ANY CHANGES TO THE REGISTERED AGENT NAME AND/OR REGISTERED OFFICE.

(I) CHANGE OF REGISTERED AGENT:

(II) CHANGE OF REGISTERED OFFICE:

STREET CITY STATE ZIP CODE + 4 COUNTY

(7) A THIS BOX APPLIES ONLY TO NONPROFIT CORPORATIONS. OUR RECORDS REFLECT THAT YOUR NONPROFIT CORPORATION IS A PUBLIC BENEFIT OR A MUTUAL BENEFIT CORPORATION AS INDICATED: IF BLANK OR INCORRECT, PLEASE CHECK APPROPRIATE BOX: PUBLIC MUTUAL

PUBLIC

B. IF A TENNESSEE RELIGIOUS CORPORATION, PLEASE CHECK BOX IF BLANK

RELIGIOUS

(8) SIGNATURE

Bradford Vivian

(9) DATE

8/27/04

(10) TYPE PRINT NAME OF SIGNER:

Bradford Vivian

(11) TITLE OF SIGNER

Board Chair

** THIS REPORT MUST BE DATED AND SIGNED **



C-1

Vanderbilt Student Communications, Inc.
Board of Directors

<u>Last</u>	<u>First</u>	<u>Title</u>	<u>Business Address</u>	<u>City</u>	<u>State</u>	<u>Zip Code</u>
<u>Voting Members</u>						
Vivian	Brad	Faculty Member & Board Chair (President)	2301 Vanderbilt Place	Nashville	Tennessee	37235-1669
McGinn	Tom	Faculty Member & Vice-Chair	2301 Vanderbilt Place	Nashville	Tennessee	37235-1669
Dozier	Andy	Faculty Representative	2301 Vanderbilt Place	Nashville	Tennessee	37235-1669
Throneberry	Danielle	Student Media Representative	2301 Vanderbilt Place	Nashville	Tennessee	37235-1669
Boyd	Tim	Student Representative	2301 Vanderbilt Place	Nashville	Tennessee	37235-1669
Carlisle	Jennifer	Student Representative	2301 Vanderbilt Place	Nashville	Tennessee	37235-1669
Khuchua	Gosha	Student Representative	2301 Vanderbilt Place	Nashville	Tennessee	37235-1669
Taylor	Kristin	Student Representative	2301 Vanderbilt Place	Nashville	Tennessee	37235-1669
<u>Ex-Officio Members</u>						
Caldwell	Steve	Student Life Representative	2301 Vanderbilt Place	Nashville	Tennessee	37235-1669
Bennett	Sybril	Professional Media Representative	2301 Vanderbilt Place	Nashville	Tennessee	37235-1669
Peebles	Jennifer	Professional Media Representative	2301 Vanderbilt Place	Nashville	Tennessee	37235-1669
Carroll	Chris	Director of Student Media	2301 Vanderbilt Place	Nashville	Tennessee	37235-1669
Wilcox	Chad	Board Secretary (Secretary)	2301 Vanderbilt Place	Nashville	Tennessee	37235-1669

8/25/04

6-2

CORPORATION ANNUAL REPORT

Please return completed form to:
TENNESSEE SECRETARY OF STATE
 Attn: Annual Report
 312 Eighth Ave. N, 6th Floor
 William R. Snodgrass Tower
 Nashville, TN. 37243

Annual Report Filing Fee Due:
 \$20, if no changes are made in block #5 to the registered agent/office, or
 \$40, if any changes are made in block #6 to the registered agent/office.

CURRENT/FISCAL YEAR CLOSING MONTH: 05 CORRECT MONTH IS _____	IF DIFFERENT, THIS REPORT IS DUE ON OR BEFORE 10/01/05
---	--

(1) SECRETARY OF STATE CONTROL NUMBER: 0086632

(2A.) NAME AND MAILING ADDRESS OF CORPORATION: VANDERBILT STUDENT COMMUNICATIONS, INC. 2100 WEST END AVE SUITE 750 NASHVILLE, TN 37203 D 09/22/1987 NON-PROFIT	(2B.) STATE OR COUNTRY OF INCORPORATION TENNESSEE (2C.) ADD OR CHANGE MAILING ADDRESS:
--	--

(3) A. PRINCIPAL ADDRESS INCLUDING CITY, STATE, ZIP CODE:
 VANDERBILT UNIVSTY, BOX 1669, STATION B, NASHVILLE, TN 37235

B. CHANGE OF PRINCIPAL ADDRESS:

STREET	CITY	STATE	ZIP CODE + 4
--------	------	-------	--------------

(4) NAME AND BUSINESS ADDRESS, INCLUDING ZIP CODE, OF THE PRESIDENT, SECRETARY AND OTHER PRINCIPAL OFFICERS.
 (ATTACH ADDITIONAL SHEET IF NECESSARY.)

TITLE	NAME	BUSINESS ADDRESS	CITY, STATE, ZIP CODE + 4
PRESIDENT	see attached		
SECRETARY			

(5) BOARD OF DIRECTORS (NAMES, BUSINESS ADDRESS INCLUDING ZIP CODE) (ATTACH ADDITIONAL SHEET IF NECESSARY.) SAME AS ABOVE NONE

OR LISTED BELOW:	NAME	BUSINESS ADDRESS	CITY, STATE, ZIP CODE + 4
see attached			

(6) A. NAME OF REGISTERED AGENT AS APPEARS ON SECRETARY OF STATE RECORDS:
 DAVID WILLIAMS, II
 B. REGISTERED ADDRESS AS APPEARS ON SECRETARY OF STATE RECORDS:
 305 KIRKLAND HALL, VANDERBILT UNIV, NASHVILLE, TN 37240
 C. INDICATE BELOW ANY CHANGES TO THE REGISTERED AGENT NAME AND/OR REGISTERED OFFICE.

(1) CHANGE OF REGISTERED AGENT: _____

(11) CHANGE OF REGISTERED OFFICE:

STREET	CITY	STATE	ZIP CODE + 4	COUNTY

(7) A. THIS BOX APPLIES ONLY TO NONPROFIT CORPORATIONS. OUR RECORDS REFLECT THAT YOUR NONPROFIT CORPORATION IS A PUBLIC BENEFIT OR A MUTUAL BENEFIT CORPORATION AS INDICATED: IF BLANK OR INCORRECT, PLEASE CHECK APPROPRIATE BOX: PUBLIC MUTUAL

B. IF A TENNESSEE RELIGIOUS CORPORATION, PLEASE CHECK BOX IF BLANK. RELIGIOUS

(8) SIGNATURE *Bradford Vivian* (9) DATE 8/24/05

(10) TYPE PRINT NAME OF SIGNER: **Bradford Vivian** (11) TITLE OF SIGNER: **Board Chair**

** THIS REPORT MUST BE DATED AND SIGNED **



CONTINUED ON BACK

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EXHIBIT C-3

Vanderbilt Student Communications, Inc.

(4) Principal Officers

Brad Vivian
Board Chair
Vanderbilt Student Communications
Vanderbilt University
2301 Vanderbilt Place
VU Station B #351669
Nashville, TN 37235-1669

Andy Dozier
Board Vice-Chair
Vanderbilt Student Communications
Vanderbilt University
2301 Vanderbilt Place
VU Station B #351669
Nashville, TN 37235-1669

Paige Orr
Board Secretary
Vanderbilt Student Communications
Vanderbilt University
2301 Vanderbilt Place
VU Station B #351669
Nashville, TN 37235-1669

(5) Board of Directors

Brad Vivian
Chair
Vanderbilt Student Communications
Vanderbilt University
2301 Vanderbilt Place
VU Station B #351669
Nashville, TN 37235-1669

Andy Dozier
Vice-Chair
Vanderbilt Student Communications
Vanderbilt University
2301 Vanderbilt Place
VU Station B #351669
Nashville, TN 37235-1669

Vanderbilt Student Communications, Inc.

(5) Board of Directors (continued)

Bruce Barry
Member
Vanderbilt Student Communications
Vanderbilt University
2301 Vanderbilt Place
VU Station B #351669
Nashville, TN 37235-1669

Anne Malinee
Member
Vanderbilt Student Communications
Vanderbilt University
2301 Vanderbilt Place
VU Station B #351669
Nashville, TN 37235-1669

Mike Burns
Member
Vanderbilt Student Communications
Vanderbilt University
2301 Vanderbilt Place
VU Station B #351669
Nashville, TN 37235-1669

Gosha Khuchua
Member
Vanderbilt Student Communications
Vanderbilt University
2301 Vanderbilt Place
VU Station B #351669
Nashville, TN 37235-1669

Christina England
Member
Vanderbilt Student Communications
Vanderbilt University
2301 Vanderbilt Place
VU Station B #351669
Nashville, TN 37235-1669

David Fotouhi
Member
Vanderbilt Student Communications
Vanderbilt University
2301 Vanderbilt Place
VU Station B #351669
Nashville, TN 37235-1669

CORPORATION ANNUAL REPORT

Annual Report Filing Fee Due:
 \$20, if no changes are made in block #6 to the registered agent/office, or
 \$40, if any changes are made in block #6 to the registered agent/office.

Please return completed form to:
TENNESSEE SECRETARY OF STATE
 Attn: Annual Report
 312 Eighth Avenue N. 6th Floor
 William R. Snodgrass Tower
 Nashville, TN 37243

CURRENT FISCAL YEAR CLOSING MONTH: **06** THIS REPORT IS DUE ON OR BEFORE: **10/01/06**

(1) SECRETARY OF STATE CONTROL Number: **0086632**

(2A.) NAME AND MAILING ADDRESS OF CORPORATION

VANDERBILT STUDENT COMMUNICATIONS, INC.
 2100 WEST END AVE
 SUITE 750
 NASHVILLE, TN 37203
 D 09/22/1967 NON-PROFIT

(2B.) STATE OR COUNTRY OF INCORPORATION
TENNESSEE

(2C.) ADD OR CHANGE MAILING ADDRESS:

(3) A. PRINCIPAL ADDRESS INCLUDING CITY, STATE, ZIP CODE:
VANDERBILT UNIVSTY, BOX 1668, STATION B, NASHVILLE, TN 37235
 B. CHANGE OF PRINCIPAL ADDRESS:
 STREET CITY STATE ZIP CODE + 4

(4) NAME AND BUSINESS ADDRESS, INCLUDING ZIP CODE, OF THE PRESIDENT, SECRETARY AND OTHER PRINCIPAL OFFICERS. (ATTACH ADDITIONAL SHEET IF NECESSARY.)

Title	Name	Business Address	City, State, Zip Code + 4
President	<i>Please see</i>		
Secretary	<i>attached sheet</i>		

(5) BOARD OF DIRECTORS (NAMES, BUSINESS ADDRESS INCLUDING ZIP CODE.) (ATTACH ADDITIONAL SHEET IF NECESSARY.)
 SAME AS ABOVE, NONE, OR LISTED BELOW:

Name	Business Address	City, State, Zip Code + 4

(6) A. NAME OF REGISTERED AGENT AS APPEARS ON SECRETARY OF STATE RECORDS:
DAVID WILLIAMS, II
 B. REGISTERED ADDRESS AS APPEARS ON SECRETARY OF STATE RECORDS:
305 KIRKLAND HALL, VANDERBILT UNIV, NASHVILLE, TN 37240
 C. INDICATE BELOW ANY CHANGES TO THE REGISTERED AGENT NAME AND/OR REGISTERED OFFICE.

(i.) CHANGE OF REGISTERED AGENT: _____
 (ii.) CHANGE OF REGISTERED OFFICE (Street Address): _____
 (City) _____ (State) TN (Zip Code + 4) _____ (County) _____

(7) A. THIS BOX APPLIES ONLY TO NONPROFIT CORPORATIONS. OUR RECORDS REFLECT THAT YOUR NONPROFIT CORPORATION IS A PUBLIC BENEFIT OR A MUTUAL BENEFIT CORPORATION AS INDICATED:
 IF BLANK OR INCORRECT, PLEASE CHECK APPROPRIATE BOX: PUBLIC MUTUAL
PUBLIC
 B. IF A TENNESSEE RELIGIOUS CORPORATION, PLEASE CHECK BOX IF BLANK RELIGIOUS

(8) SIGNATURE *Chris Carroll* (9) DATE *9/25/06*

(10) TYPE/PRINT NAME OF SIGNER *Chris Carroll* (11) TITLE OF SIGNER *Director*

**** THIS REPORT MUST BE DATED AND SIGNED ****

55-4444 (Rev. 11-05) INSTRUCTIONS ON BACK RDA 1678

5872.1008

SECRETARY OF STATE
 09/25/06 10:10 AM
 06007-4

EXHIBIT C-6

Vanderbilt Student Communications, Inc.

(4) Principal Officers

Brad Vivian
Board Chair
Vanderbilt Student Communications
Vanderbilt University
2301 Vanderbilt Place
VU Station B #351669
Nashville, TN 37235-1669

Bruce Barry
Board Vice-Chair
Vanderbilt Student Communications
Vanderbilt University
2301 Vanderbilt Place
VU Station B #351669
Nashville, TN 37235-1669

Paige Clancy
Board Secretary
Vanderbilt Student Communications
Vanderbilt University
2301 Vanderbilt Place
VU Station B #351669
Nashville, TN 37235-1669

(5) Board of Directors

Brad Vivian
Chair
Vanderbilt Student Communications
Vanderbilt University
2301 Vanderbilt Place
VU Station B #351669
Nashville, TN 37235-1669

Bruce Barry
Vice-Chair
Vanderbilt Student Communications
Vanderbilt University
2301 Vanderbilt Place
VU Station B #351669
Nashville, TN 37235-1669

5872.1009

Vanderbilt Student Communications, Inc.

(5) Board of Directors (continued)

Stefanie Lindquist
Member
Vanderbilt Student Communications
Vanderbilt University
2301 Vanderbilt Place
VU Station B #351669
Nashville, TN 37235-1669

Michael Ward
Member
Vanderbilt Student Communications
Vanderbilt University
2301 Vanderbilt Place
VU Station B #351669
Nashville, TN 37235-1669

Rhyse Nance
Member
Vanderbilt Student Communications
Vanderbilt University
2301 Vanderbilt Place
VU Station B #351669
Nashville, TN 37235-1669

Ally Smith
Member
Vanderbilt Student Communications
Vanderbilt University
2301 Vanderbilt Place
VU Station B #351669
Nashville, TN 37235-1669

Christina England
Member
Vanderbilt Student Communications
Vanderbilt University
2301 Vanderbilt Place
VU Station B #351669
Nashville, TN 37235-1669

David Fotouhi
Member
Vanderbilt Student Communications
Vanderbilt University
2301 Vanderbilt Place
VU Station B #351669
Nashville, TN 37235-1669

5872.1010

Chris Carroll
Director of Student Media
Vanderbilt Student Communications
Vanderbilt University
2301 Vanderbilt Place
VU Station B #351669
Nashville, TN 37235-1669

Paige Clancy
Board Secretary
Vanderbilt Student Communications
Vanderbilt University
2301 Vanderbilt Place
VU Station B #351669
Nashville, TN 37235-1669

5872.1011

CORPORATION ANNUAL REPORT

Annual Report Filing Fee Due:
 \$20, if no changes are made in block #6 to the registered agent/office, or
 \$40, if any changes are made in block #6 to the registered agent/office.

Please return completed form to:
TENNESSEE SECRETARY OF STATE
 Attn: Annual Report
 312 Eighth Avenue N. 6th Floor
 William R. Snodgrass Tower
 Nashville, TN 37243

CURRENT FISCAL YEAR CLOSING MONTH: 06 THIS REPORT IS DUE ON OR BEFORE: 10/01/07

(1) SECRETARY OF STATE CONTROL Number: 0086632

(2A.) NAME AND MAILING ADDRESS OF CORPORATION
VANDERBILT STUDENT COMMUNICATIONS, INC.
 2100 WEST END AVE
 SUITE 750
 NASHVILLE, TN 37203
 D 09/22/1967 NON-PROFIT

(2B.) STATE OR COUNTRY OF INCORPORATION
 TENNESSEE

(2C.) ADD OR CHANGE MAILING ADDRESS:

(3) A. PRINCIPAL ADDRESS INCLUDING CITY, STATE, ZIP CODE:
 VANDERBILT UNIVSTY, BOX 1669, STATION B, NASHVILLE, TN 37235

B. CHANGE OF PRINCIPAL ADDRESS:
 STREET CITY STATE ZIP CODE + 4

(4) NAME AND BUSINESS ADDRESS, INCLUDING ZIP CODE, OF THE PRESIDENT, SECRETARY AND OTHER PRINCIPAL OFFICERS.
 (ATTACH ADDITIONAL SHEET IF NECESSARY.)

Title	Name	Business Address	City, State, Zip Code + 4
President		See attached	
Secretary			

(5) BOARD OF DIRECTORS (NAMES, BUSINESS ADDRESS INCLUDING ZIP CODE.) (ATTACH ADDITIONAL SHEET IF NECESSARY.)
 SAME AS ABOVE, NONE, OR LISTED BELOW:

Name	Business Address	City, State, Zip Code + 4
	See attached	

(6) A. NAME OF REGISTERED AGENT AS APPEARS ON SECRETARY OF STATE RECORDS:
 DAVID WILLIAMS, II
 B. REGISTERED ADDRESS AS APPEARS ON SECRETARY OF STATE RECORDS:
 305 KIRKLAND HALL, VANDERBILT UNIV, NASHVILLE, TN 37240
 C. INDICATE BELOW ANY CHANGES TO THE REGISTERED AGENT NAME AND/OR REGISTERED OFFICE.

(i.) CHANGE OF REGISTERED AGENT: _____
 (ii.) CHANGE OF REGISTERED OFFICE (Street Address): _____
 (City) _____ (State) TN (Zip Code + 4) _____ (County) _____

(7) A. THIS BOX APPLIES ONLY TO NONPROFIT CORPORATIONS. OUR RECORDS REFLECT THAT YOUR NONPROFIT CORPORATION IS A PUBLIC BENEFIT OR A MUTUAL BENEFIT CORPORATION AS INDICATED:
 IF BLANK OR INCORRECT, PLEASE CHECK APPROPRIATE BOX: PUBLIC MUTUAL
 PUBLIC

B. IF A TENNESSEE RELIGIOUS CORPORATION, PLEASE CHECK BOX IF BLANK RELIGIOUS

(8) SIGNATURE *Chris Carroll* (9) DATE 8/28/07
 (10) TYPE/PRINT NAME OF SIGNER *Chris Carroll* (11) TITLE OF SIGNER Director



THIS REPORT MUST BE DATED AND SIGNED

6124.0720

EXHIBIT C-10

Vanderbilt Student Communications, Inc.

(4) Principal Officers

Bruce Barry
Board Chair
Vanderbilt Student Communications
Vanderbilt University
2301 Vanderbilt Place
VU Station B #351669
Nashville, TN 37235-1669

Stefanine Lindquist
Board Vice-Chair
Vanderbilt Student Communications
Vanderbilt University
2301 Vanderbilt Place
VU Station B #351669
Nashville, TN 37235-1669

Paige Clancy
Board Secretary
Vanderbilt Student Communications
Vanderbilt University
2301 Vanderbilt Place
VU Station B #351669
Nashville, TN 37235-1669

(5) Board of Directors

Bruce Barry
Chair
Vanderbilt Student Communications
Vanderbilt University
2301 Vanderbilt Place
VU Station B #351669
Nashville, TN 37235-1669

Stefanie Lindquist
Vice-Chair
Vanderbilt Student Communications
Vanderbilt University
2301 Vanderbilt Place
VU Station B #351669
Nashville, TN 37235-1669

6124.0721

1

2

EXHIBIT C-11

Chris Carroll
Director of Student Media
Vanderbilt Student Communications
Vanderbilt University
2301 Vanderbilt Place
VU Station B #351669
Nashville, TN 37235-1669

Paige Orr
Board Secretary
Vanderbilt Student Communications
Vanderbilt University
2301 Vanderbilt Place
VU Station B #351669
Nashville, TN 37235-1669

CONFIDENTIAL C-12

CORPORATION ANNUAL REPORT

Annual Report Filing Fee Due:
 \$20, if no changes are made in block #6 to the registered agent/office, or
 \$40, if any changes are made in block #6 to the registered agent/office.

Please return completed form to:
TENNESSEE SECRETARY OF STATE
 Attn: Annual Report
 312 Eighth Avenue N. 6th Floor
 William R. Snodgrass Tower
 Nashville, TN 37243

CURRENT FISCAL YEAR CLOSING MONTH: 06

THIS REPORT IS DUE ON OR BEFORE: 10/01/08

(1) SECRETARY OF STATE CONTROL Number: 0086632

(2A.) NAME AND MAILING ADDRESS OF CORPORATION

VANDERBILT STUDENT COMMUNICATIONS, INC.

2100 WEST END AVE
 SUITE 750
 NASHVILLE, TN 37203



(2B.) STATE OR COUNTRY OF INCORPORATION

TENNESSEE

(2C.) ADD OR CHANGE MAILING ADDRESS:

RECEIVED
 STATE OF TENNESSEE
 2008 AUG 22 AM 11:00
 SECRETARY OF STATE

6367.2742

(3) A. PRINCIPAL ADDRESS INCLUDING CITY, STATE, ZIP CODE:
 VANDERBILT UNIVSTY, BOX 1869, STATION B, NASHVILLE, TN 37235

B. CHANGE OF PRINCIPAL ADDRESS:

STREET CITY STATE ZIP CODE + 4

(4) NAME AND BUSINESS ADDRESS, INCLUDING ZIP CODE, OF THE PRESIDENT, SECRETARY AND OTHER PRINCIPAL OFFICERS.
 (ATTACH ADDITIONAL SHEET IF NECESSARY.)

Title	Name	Business Address	City, State, Zip Code + 4
President	See attached		
Secretary			

(5) BOARD OF DIRECTORS (NAMES, BUSINESS ADDRESS INCLUDING ZIP CODE.) (ATTACH ADDITIONAL SHEET IF NECESSARY.)

SAME AS ABOVE, NONE, OR LISTED BELOW:

Name	Business Address	City, State, Zip Code + 4
See attached		

(6) A. NAME OF REGISTERED AGENT AS APPEARS ON SECRETARY OF STATE RECORDS:

DAVID WILLIAMS, II

B. REGISTERED ADDRESS AS APPEARS ON SECRETARY OF STATE RECORDS:

305 KIRKLAND HALL, VANDERBILT UNIV, NASHVILLE, TN 37240

C. INDICATE BELOW ANY CHANGES TO THE REGISTERED AGENT NAME AND/OR REGISTERED OFFICE.

(i.) CHANGE OF REGISTERED AGENT: _____

(ii.) CHANGE OF REGISTERED OFFICE (Street Address): _____

(City) _____ (State) TN (Zip Code + 4) _____ (County) _____

(7) A. THIS BOX APPLIES ONLY TO NONPROFIT CORPORATIONS. OUR RECORDS REFLECT THAT YOUR NONPROFIT CORPORATION IS A PUBLIC BENEFIT OR A MUTUAL BENEFIT CORPORATION AS INDICATED:

IF BLANK OR INCORRECT, PLEASE CHECK APPROPRIATE BOX: PUBLIC MUTUAL

PUBLIC

B. IF A TENNESSEE RELIGIOUS CORPORATION, PLEASE CHECK BOX IF BLANK RELIGIOUS

(8) SIGNATURE *Chris Carroll*

(9) DATE 8/7/08

(10) TYPE/PRINT NAME OF SIGNER *Chris Carroll*

(11) TITLE OF SIGNER *Director*

**** THIS REPORT MUST BE DATED AND SIGNED ****



EXHIBIT C-13

Vanderbilt Student Communications, Inc.

(4) Principal Officers

Bruce Barry
Board Chair
Vanderbilt Student Communications
Vanderbilt University
2301 Vanderbilt Place
VU Station B #351669
Nashville, TN 37235-1669

Kevin Leander
Board Vice-Chair
Vanderbilt Student Communications
Vanderbilt University
2301 Vanderbilt Place
VU Station B #351669
Nashville, TN 37235-1669

Paige Clancy
Board Secretary
Vanderbilt Student Communications
Vanderbilt University
2301 Vanderbilt Place
VU Station B #351669
Nashville, TN 37235-1669

(5) Board of Directors

Bruce Barry
Chair
Vanderbilt Student Communications
Vanderbilt University
2301 Vanderbilt Place
VU Station B #351669
Nashville, TN 37235-1669

Kevin Leander
Vice-Chair
Vanderbilt Student Communications
Vanderbilt University
2301 Vanderbilt Place
VU Station B #351669
Nashville, TN 37235-1669

6367.2743

(5) Board of Directors (continued)

Vanessa Beasley
Member
Vanderbilt Student Communications
Vanderbilt University
2301 Vanderbilt Place
VU Station B #351669
Nashville, TN 37235-1669

Douglas Kurdziel
Member
Vanderbilt Student Communications
Vanderbilt University
2301 Vanderbilt Place
VU Station B #351669
Nashville, TN 37235-1669

Ally Smith
Member
Vanderbilt Student Communications
Vanderbilt University
2301 Vanderbilt Place
VU Station B #351669
Nashville, TN 37235-1669

Courtney Rogers
Member
Vanderbilt Student Communications
Vanderbilt University
2301 Vanderbilt Place
VU Station B #351669
Nashville, TN 37235-1669

Sydney Wilmer
Member
Vanderbilt Student Communications
Vanderbilt University
2301 Vanderbilt Place
VU Station B #351669
Nashville, TN 37235-1669

Claire Costantino
Alternate Member
Vanderbilt Student Communications
Vanderbilt University
2301 Vanderbilt Place
VU Station B #351669
Nashville, TN 37235-1669

6367.2744

Chris Carroll
Director of Student Media
Vanderbilt Student Communications
Vanderbilt University
2301 Vanderbilt Place
VU Station B #351669
Nashville, TN 37235-1669

Paige Clancy
Board Secretary
Vanderbilt Student Communications
Vanderbilt University
2301 Vanderbilt Place
VU Station B #351669
Nashville, TN 37235-1669

6367.2745

CORPORATION ANNUAL REPORT

Annual Report Filing Fee Due:
 \$20, if no changes are made in block #6 to the registered agent/office, or
 \$40, if any changes are made in block #6 to the registered agent/office.

Please return completed form to:
TENNESSEE SECRETARY OF STATE
 Attn: Annual Report
 312 Rosa L. Parks Avenue, 8th Floor
 William R. Snodgrass Tower
 Nashville, TN 37243

CURRENT FISCAL YEAR CLOSING MONTH: 06

THIS REPORT IS DUE ON OR BEFORE: 10/01/09

(1) SECRETARY OF STATE CONTROL Number: 0086632

(2A.) NAME AND MAILING ADDRESS OF CORPORATION

VANDERBILT STUDENT COMMUNICATIONS, INC.

2100 WEST END AVE
 SUITE 750
 NASHVILLE, TN 37203



(2B.) STATE OR COUNTRY OF INCORPORATION

TENNESSEE

(2C.) ADD OR CHANGE MAILING ADDRESS:

RECEIVED
 SECRETARY OF STATE
 10/23 PM 12:38

6598.3057

(3) A. PRINCIPAL ADDRESS INCLUDING CITY, STATE, ZIP CODE:
 VANDERBILT UNIVSTY, BOX 1669, STATION B, NASHVILLE, TN 37235

B. CHANGE OF PRINCIPAL ADDRESS:

STREET CITY STATE ZIP CODE + 4

(4) NAME AND BUSINESS ADDRESS, INCLUDING ZIP CODE, OF THE PRESIDENT, SECRETARY AND OTHER PRINCIPAL OFFICERS.
 (ATTACH ADDITIONAL SHEET IF NECESSARY.)

Title	Name	Business Address	City, State, Zip Code + 4
President	→ please see attached sheet		
Secretary			

(5) BOARD OF DIRECTORS (NAMES, BUSINESS ADDRESS INCLUDING ZIP CODE.) (ATTACH ADDITIONAL SHEET IF NECESSARY.)

SAME AS ABOVE, NONE, OR LISTED BELOW:

Name	Business Address	City, State, Zip Code + 4
→ please see attached sheet		

(6) A. NAME OF REGISTERED AGENT AS APPEARS ON SECRETARY OF STATE RECORDS:
 DAVID WILLIAMS, II

B. REGISTERED ADDRESS AS APPEARS ON SECRETARY OF STATE RECORDS:

305 KIRKLAND HALL, VANDERBILT UNIV, NASHVILLE, TN 37240

C. INDICATE BELOW ANY CHANGES TO THE REGISTERED AGENT NAME AND/OR REGISTERED OFFICE.

(i.) CHANGE OF REGISTERED AGENT: _____

(ii.) CHANGE OF REGISTERED OFFICE (Street Address): _____

(City) _____ (State) TN (Zip Code + 4) _____ (County) _____

(7) A. THIS BOX APPLIES ONLY TO NONPROFIT CORPORATIONS. OUR RECORDS REFLECT THAT YOUR NONPROFIT CORPORATION IS A PUBLIC BENEFIT OR A MUTUAL BENEFIT CORPORATION AS INDICATED:

IF BLANK OR INCORRECT, PLEASE CHECK APPROPRIATE BOX: PUBLIC MUTUAL

PUBLIC

B. IF A TENNESSEE RELIGIOUS CORPORATION, PLEASE CHECK BOX IF BLANK RELIGIOUS

(8) SIGNATURE *Chris Carroll*

(9) DATE 9/16/09

(10) TYPE/PRINT NAME OF SIGNER *Chris Carroll*

(11) TITLE OF SIGNER *Director*



**** THIS REPORT MUST BE DATED AND SIGNED ****

EXHIBIT C-17

Vanderbilt Student Communications, Inc.

(4) Principal Officers

Kevin Leander
Board Chair
Vanderbilt Student Communications
Vanderbilt University
2301 Vanderbilt Place
VU Station B #351669
Nashville, TN 37235-1669

Vanessa Beasley
Board Vice-Chair
Vanderbilt Student Communications
Vanderbilt University
2301 Vanderbilt Place
VU Station B #351669
Nashville, TN 37235-1669

Paige Clancy
Board Secretary
Vanderbilt Student Communications
Vanderbilt University
2301 Vanderbilt Place
VU Station B #351669
Nashville, TN 37235-1669

(5) Board of Directors

Kevin Leander
Board Chair
Vanderbilt Student Communications
Vanderbilt University
2301 Vanderbilt Place
VU Station B #351669
Nashville, TN 37235-1669

Vanessa Beasley
Board Vice-Chair
Vanderbilt Student Communications
Vanderbilt University
2301 Vanderbilt Place
VU Station B #351669
Nashville, TN 37235-1669

SEP 23 PM 12:38

SECRETARY OF STATE

6598.3058



Tennessee Corporation Annual Report Form

AR Filing #: 02371718

File online at: <http://TNBear.TN.gov/AR>

Status: Complete

Due on/Before: 10/01/2010

This Annual Report has been successfully paid for and submitted. Your Annual Report will be reviewed by Business Services and filed within 48 hours. Please keep this report for your records.

Annual Report Filing Fee Due:

\$20 if no changes are made in block 3 to the registered agent/office, or \$40 if any changes are made in block 3 to the registered agent/office

SOS Control Number: 86632

Corporation Non-Profit - Domestic

Date Formed: 09/22/1967

Formation Locale: Davidson County

(1) Name and Mailing Address:

VANDERBILT STUDENT COMMUNICATIONS, INC.
2100 WEST END AVE
SUITE 750
NASHVILLE, TN 37203-0000 USA

(2) Principal Office Address:

VANDERBILT UNIVSTY
BOX 1669, STATION B
NASHVILLE, TN 37235-0000 USA

(3) Registered Agent (RA) and Registered Office (RO) Address: Agent Changed: No

DAVID WILLIAMS II
305 KIRKLAND HALL
VANDERBILT UNIV
NASHVILLE, TN 372400000 USA

Image #: A0046-1838

(4) Name and business address (with zip code) of the President, Secretary and other principal officers.

Title	Name	Business Address	City, State, Zip
Secretary	Paige Clancy	PMB 351669	Nashville, TN 37235-1669
President	Chris Carroll	PMB 351669	Nashville, TN 37235-1669

(5) Board of Directors names and business address (with zip code). (None)

Name	Business Address	City, State, Zip
Mark Wollaeager	PMB 351669	Nashville, TN 37235-1669
Marc Hetherington	PMB 351669	Nashville, TN 37235-1669
Laura Carpenter	PMB 351669	Nashville, TN 37235-1669
Phil Carroll	PMB 351669	Nashville, TN 37235-1669
Courtney Kissack	PMB 351669	Nashville, TN 37235-1669
Justin Tardiff	PMB 351669	Nashville, TN 37235-1669
Thomas Shattuck	PMB 351669	Nashville, TN 37235-1669
Kyle Blaine	PMB 351669	Nashville, TN 37235-1669
Laura Dolbow	PMB 351669	Nashville, TN 37235-1669
Steve Caldwell	PMB 351669	Nashville, TN 37235-1669

(6) This section applies to non-profit corporations ONLY.

A. Our records reflect that your non-profit corporation is a public benefit or a mutual benefit corporation as indicated.

If blank or incorrect, please check appropriately: Public Mutual

B. If a Tennessee religious corporation, please check here if blank: Religious

(7) Signature: Electronic

(8) Date: 09/02/2010 11:07 AM

(9) Type/Print Name: Paige Clancy

(10) Title: Secretary

SS-4444

RDA 1678

EXHIBIT C-19

DECLARATION OF RON SLOMOWICZ

1. I, Ron Slomowicz, hereby declare as follows.
2. I am a resident of Nashville, Tennessee, and Board member of the organization WRVU Friends and Family ("WRVUFF"). WRVUFF is a Nashville-based 501(c)(3) organization comprised of current and former Vanderbilt University students who have served as DJs, engineers, music and local music directors, news directors, business managers, program directors, and general managers.
4. WRVUFF is headquartered in the service area of radio station WRVU-FM.
5. Many of the members of WRVUFF also reside within the service area of WRVU. In addition, all members of WRVUFF are listeners or former listeners of that station's programming.
6. WRVUFF operates the website www.vivawrvu.org and a Facebook page ("Viva WRVU") located at <https://www.facebook.com/profile.php?id=100002648066294>.
7. WRVUFF is the outgrowth of a legacy of volunteer student activity that built and developed WRVU. For us, WRVU was a place to begin careers, develop skills, and share our voice with our community.
8. WRVUFF, its members and the local community have sustained substantial harm as a result of the June 7, 2011 Management and Programming Agreement ("MPA") between VSC and Nashville Public Radio, Inc. ("NPR") and NPR's subsequent assumption of control over all station operations and programming. The pending Asset Purchase Agreement between VSC and NPR (also dated June 7, 2011) threatens to make that harm irreparable.
9. For Nashville, WRVU is deeply tied to the local community, and its loss cannot be overstated. Emerging artists from the local area have lost a critical resource to launch their careers. Community voices - musical and topical discussion - have been silenced. WRVU provided the greater Nashville community, and its individual subparts a meeting place, a space to preserve, inform, and grow culture, to express artistic vision. That space is irreplaceable.
10. WRVUFF is requesting that the Commission deny the renewal application because VSC cannot achieve its core mission of providing Vanderbilt University students with expansive broadcast opportunities if it is permitted to "sell" full-time access to its non-commercial airwaves to NPR while the Asset Purchase Agreement is pending. Nor can VSC achieve its stated mission if the Commission preemptively accedes to the proposed sale of VSC's license before that transaction is finalized. This is particularly true where VSC's Board exceeded its legal authority by entering into the MPA and Asset Purchase Agreement, and where VSC failed to seek or obtain Commission approval of the Board majority that is engaging in *ultra vires* acts that are antithetical to VSC's corporate charter.

The foregoing is sworn to under penalty of perjury under the laws of the United States.

Ron Slomowicz

Ron Slomowicz

Board Member, WRVU Friends and Family

Dated: 6/28/2012

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

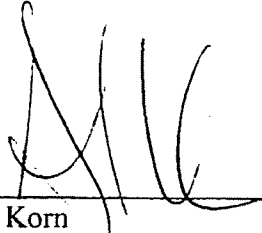
7. Attached hereto as **Exhibit F** is a true and correct copy of an article by Freddie O'Connell published in the *New York Times* on or about June 11, 2011 entitled "The Day The Music Died." This article was downloaded from the URL <http://www.nytimes.com/2011/06/12/opinion/12oconnell.html> on June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

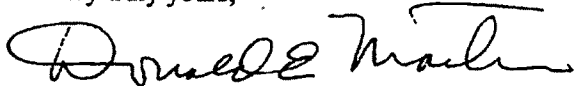
**RE: §73.3613 Filing
Vanderbilt Student Communications, Inc., FRN 0003231925
WFCL(FM), Nashville, Tennessee, Facility ID 69816**

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

EXECUTION

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

EXHIBIT A-2

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.

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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:

[Handwritten Signature]

Title:

Chair, USC Board

NASHVILLE PUBLIC RADIO (MANAGER)

By:

[Handwritten 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 I(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 I(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 I(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: *[Signature]*

Title: Chair, USC Board

NASHVILLE PUBLIC RADIO

By: *[Signature]*

Title: President

EXHIBIT B-18

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
----------------------	---

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
----------------------	---

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	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 - 20060321ADA
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) 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 (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-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
----------------------	--

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(e)(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 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 - 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.	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.) 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: [Enter Station Information]
----	--

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
----------------------	---

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 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 - 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]
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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	Approved by OMH 3060-0084 (June 2002)	FOR FCC USE ONLY
FCC 323-E		
Ownership Report For Noncommercial Educational Broadcast Station		FOR COMMISSION USE ONLY FILE NO. BOS - 20100923AEU
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 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]

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
Ownership Report For Noncommercial Educational Broadcast Station Read INSTRUCTIONS Before Filling Out Form		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.CARROLI@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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EXHIBIT C-31

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
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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 <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 - 20120326AEX

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

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 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

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):	<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			
3. Legal Name of the Assignor/Transferor VANDERBILT STUDENT COMMUNICATIONS, INC. (OLD BOARD)				
Mailing Address 2301 VANDERBILT PLACE VU STATION B 351699				
City	State or Country (if foreign address)	Zip Code		
NASHVILLE	TN	37235 -		
Telephone Number (include area code)		E-Mail Address (if available)		
6153223484		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	State or Country (if foreign address)	Zip Code		
FALLS CHURCH	VA	22041 -		
Telephone Number (include area code)		E-Mail Address (if available)		
7036422344		DEMPC@PRODIGY.NET		
If more than one Transferor, submit the information requested in Questions 3 and 4 for each transferor. [Exhibit 3]				
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 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	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 D-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.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Application for (check one):</td> <td style="width: 25%;"><input type="radio"/> Consent to Assign Construction Permit</td> <td style="width: 25%;"><input type="radio"/> Consent to Transfer Control of Permittee</td> </tr> <tr> <td></td> <td><input type="radio"/> Consent to Assign License</td> <td><input type="radio"/> Consent to Transfer Control of Licensee</td> </tr> <tr> <td></td> <td colspan="2"><input checked="" type="radio"/> Amendment to pending application</td> </tr> </table>	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 type="radio"/> Consent to Transfer Control of Licensee		<input checked="" type="radio"/> Amendment to pending application		
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 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.</p> <p>a. If the transaction is voluntary, Assignor/Transferor certifies that:</p> <ul style="list-style-type: none"> 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. <p>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.</p> <p>Exhibit Required</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A</p> <p>[Exhibit 5]</p> <p><input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A</p> <p>[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:</p> <ul style="list-style-type: none"> 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><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>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</p> <p>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</p> <p>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).

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="154 699 1557 863"> <tr> <td data-bbox="154 699 613 762"> <p>City NASHVILLE</p> </td> <td data-bbox="613 699 1141 762"> <p>State or Country (if foreign address) TN</p> </td> <td data-bbox="1141 699 1557 762"> <p>Zip Code 37235 -</p> </td> </tr> <tr> <td colspan="2" data-bbox="154 762 1141 863"> <p>Telephone Number (include area code) 6153226610</p> </td> <td data-bbox="1141 762 1557 863"> <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="154 1035 1557 1171"> <tr> <td data-bbox="154 1035 467 1098"> <p>City FALLS CHURCH</p> </td> <td data-bbox="467 1035 1076 1098"> <p>State or Country (if foreign address) VA</p> </td> <td data-bbox="1076 1035 1557 1098"> <p>Zip Code 22041 -</p> </td> </tr> <tr> <td colspan="2" data-bbox="154 1098 1076 1171"> <p>Telephone Number (include area code) 7036422344</p> </td> <td data-bbox="1076 1098 1557 1171"> <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

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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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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 became 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.

Like

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The Chronicle of Higher Education 1255 Twenty-Third St, N.W. Washington, D.C. 20037

EXHIBIT F

**F. O'Connell, "The Day The Music Died," *New York Times*,
Opinion Section (June 11, 2011)**

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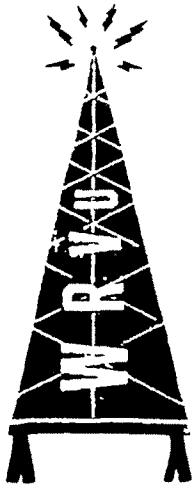
OP-ED CONTRIBUTOR

The Day the Music Died

By FREDDIE O'CONNELL
Published: June 11, 2011

Nashville

Enlarge This Image



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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Pete Wilken

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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 plumbed 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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**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.

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.

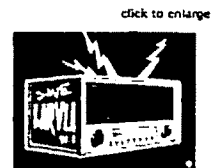
But no matter how long the fundraising slogs on, Gordon says money won't be an obstacle to consummating the sale with VSC come year's end. "We've secured bridge financing," Gordon explains, which will come in the form of a loan from SunTrust.

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



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 G-3

EXHIBIT H

K. Green, "WRVU Sale Creates Static," *WPLN-FM Nashville*

(June 9, 2012) (published transcript)



WPLN News [View All](#)

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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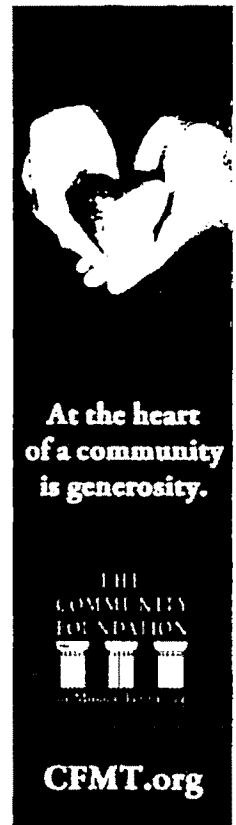
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time for Vanderbilt to adapt to a changing media landscape.

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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