FCC Form 314
Application for Assignment of KNDL
Classical Public Radio Network LLC
Exhibit 11

Educational Purpose Statement

This document is responsive to Section III, Item 2(b) of FCC Form 314.

Assignee Classical Public Radio Network LLC ("CPRN"), a nonprofit limited liability company, does not currently hold licenses for any broadcast stations. However, its qualification to hold noncommercial educational broadcast licenses is self-evident.

CPRN is 90% owned and controlled by the University of Southern California ("USC"), a preeminent American educational institution and the licensee and 100% owner of five noncommercial educational radio stations (see Ex. 15). USC's qualifications as a noncommercial educational broadcast owner have been passed upon numerous times by the Commission, most recently in the 2009 acquisition of KESC(FM) (Fac. ID 58653), Morrow Bay, California (BALH- 20090210ABR). USC's classical music and fine arts Station KUSC(FM), Los Angeles, California, is one of the largest and most listened-to public radio and non-profit classical music stations in the United States. KNDL will be operated with a similar program.

Likewise, and as is shown in Att. 13, 10% CPRN owner Classical SF LLC is wholly owned by Public Radio Capital, Inc. ("PRC"). As reflected in Ex. 15, PRC is the majority (and in one instance, the 100%) owner of noncommercial radio stations and its qualifications as a noncommercial educational owner have likewise been passed upon by the Commission.

As stated above, upon CPRN's acquisition of KNDL, the assignee will use the station to advance a program similar to that of KUSC and USC's other licensed NCE stations.

Appended hereto is the November 1, 2010 Amendment to Operating Agreement of Classical Public Radio Network LLC, which confirms that CPRN "shall promote educational purposes by creating and disseminating cultural broadcast material in the form of specially formatted classical music programming on noncommercial broadcasting outlets that are owned by the Company, its affiliates or others."

Attached is a completed Section II of FCC Form 340, Items # 1-5.

CPRN is therefore fully qualified under the Commission's policies and standards to hold noncommercial educational station licenses.

Att.

AMENDMENT TO OPERATING AGREEMENT
OF
CLASSICAL PUBLIC RADIO NETWORK LLC

This Amendment to Operating Agreement of Classical Public Radio Network LLC, a limited liability company organized pursuant to the Act (the "Company"), is entered into and shall be effective as of November 1, 2010 by and among the Company and the organizations executing this Amendment as Members.

RECITALS

WHEREAS the Company, Public Broadcasting of Colorado Incorporated, and the University of Southern California are parties to the Operating Agreement of the Company, effective August 24, 1998;

WHEREAS Public Broadcasting of Colorado Incorporated has sold, assigned or transferred eighty percent (80%) of its membership interest in the Company to the University of Southern California and the remaining twenty percent (20%) of its membership interest in the Company to PRC California-I LLC;

WHEREAS by reason of the assignment or transfer of all of its membership interest in the Company, Public Broadcasting of Colorado is no longer a member of the Company pursuant to C.R.S.A. § 7-80-702(2);

WHEREAS PRC California-I LLC has been admitted as a member of the Company with the consent of the University of Southern California;

WHEREAS the University of Southern California and PRC California-I LLC now desire to amend the Company Agreement in order to reflect the admission of PRC California-I LLC as a Member and to designate PRC California-I LLC as a Charter Member with all of the rights that a Charter Member has under the Company Agreement, including the right to vote on all matters requiring a vote of the Members.

NOW, THEREFORE, taking the foregoing recitals into account and in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

AGREEMENT

1. Unless otherwise stated, all Capitalized terms herein shall have the same meaning as those defined in the Company Agreement.

2. Article I, paragraph 7 is hereby deleted in its entirety and as restated shall read:

Principal Office. The Principal Office of the Company shall be located at:

1149 South Hill Street
Suite H100
Los Angeles, CA 90015.

3. Article II, paragraph 12 is hereby deleted in its entirety and as restated shall read:

Default Interest Rate – The higher of the legal rate or the then-current prime rate quoted by Chase Bank, Denver plus 2%

4. Article II, paragraph 24 is hereby deleted in its entirety and as restated shall read:

Membership Interest – the proportion of the total ownership in the Company held by a Charter Member.

5. The first paragraph of Article III is hereby deleted in its entirety and as restated shall read:

The Company will operate exclusively for one or more of the purposes set forth in §501(c)(3) of the Internal Revenue Code of 1986, as amended. More specifically, the Company shall promote educational purposes by creating and disseminating cultural broadcast material in the form of specially formatted classical music programming on noncommercial broadcasting outlets that are owned and operated by the Company, its affiliates or others. In carrying out its purposes, the Company shall be organized and operated as a supporting organization within the meaning of Section 509(a)(3) of the Internal Revenue Code and Treasury Regulations 1.509(a)-4. The Company will at all times be organized and operated exclusively for the benefit of and to carry out the purposes of and in support in furtherance of the purposes of its Members, the University of Southern California and PRC California-I LLC.

6. Article VI, paragraph 1 is hereby deleted in its entirety and as restated shall read:

Management Rights – All Charter Members who are not Dissociated Members shall be entitled to vote on any matter submitted to a vote of the Members, and may vote in person or by proxy. Each Charter Member shall be entitled to one vote for each percentage point of Membership Interest held by the Charter Member. For the purposes of this section, any officer designated by a Charter Member in a writing evidencing his or her authority at the time of such vote, shall