UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

[X] ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934
For the fiscal year ended December 31, 2000
Commission File No. 333-30795

OR

[_] TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934 (NO FEE REQUIRED)
FOR THE TRANSITION PERIOD FROM TO

RADIO ONE, INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)
52-1166660
(I.R.S. Employer Identification No.)

5900 Princess Garden Parkway,
8th Floor
Lanham, Maryland 20706
(Address of principal executive offices)

(301) 306-1111
Registrant's telephone number, including area code

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Name of each exchange on which registered
Class A Common Stock, $.001 par value	The Nasdaq Stock Market's National Market
Class D Common Stock, $.001 par value	The Nasdaq Stock Market's National Market

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.
Yes [X] No [_]

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (section 229.405 of this chapter) is not contained herein, and will not be contained, to the best of the registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. [X]

The number of shares outstanding of each of the issuer's classes of common stock, as of March 23, 2001 is as follows:

Class	Outstanding at March 23, 2001
Class A Common Stock, $.001 par value	22,529,344
Class B Common Stock, $.001 par value	2,867,462
Class C Common Stock, $.001 par value	3,132,458
Class D Common Stock, $.001 par value	58,345,644

Based on the average of the bid and asked prices on the Nasdaq Stock Market's National Market on March 23, 2001 of $15.41 for our class A common stock, and $14.00 for our class D common stock, the aggregate market value of our voting and non-voting equity held by non-affiliates on such date was approximately $906.2 million. Shares of common stock held by directors and certain executive officers and by each person who owns or may be deemed to own 10% or more of our outstanding common stock have been excluded, since such persons may be deemed to be affiliates. This determination of affiliate status is not necessarily a conclusive determination for other purposes.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of our definitive proxy statement for the 2001 annual meeting of stockholders, which will be filed with the SEC within 120 days after the end of the fiscal year to which this annual report relates, are incorporated by reference into Part III of this report.

- --
- --

RADIO ONE, INC. AND SUBSIDIARIES

Form 10-K
For the Fiscal Year Ended December 31, 2000

TABLE OF CONTENTS

		Page
PART I		
Item 1.	Business	3
Item 2.	Properties and Facilities	32
Item 3.	Legal Proceedings	33
Item 4.	Submission of Matters to a Vote of Security Holders	33
PART II		
Item 5.	Market for Registrant's Common Equity and Related Stockholder Matters	34
Item 6.	Selected Financial Data	35
Item 7.	Management's Discussion and Analysis of Financial Condition and Results of Operations	37
Item 7A.	Quantitative and Qualitative Disclosure About Market Risk	44
Item 8.	Financial Statements and Supplementary Data	45
Item 9.	Changes in and Disagreements with Accountants on Accounting and Financial Disclosure	45
PART III		
Item 10.	Directors and Executive Officers of the Registrant	46
Item 11.	Compensation of Directors and Executive Officers	46
Item 12.	Security Ownership of Certain Beneficial Owners and Management	46
Item 13.	Certain Relationships and Related Transactions	46
PART IV		
Item 14.	Exhibits, Financial Statement Schedules, and Reports on Form 8-K	47
SIGNATURES		50
Report of Independent Public Accountants		F-1
Consolidated Balance Sheets as of December 31, 1999 and 2000		F-2
Consolidated Statements of Operations for the years ended December 31, 1998, 1999 and 2000		F-3
Consolidated Statements of Changes in Stockholders' Equity for the years ended December 31, 1998, 1999 and 2000		F-4
Consolidated Statements of Cash Flow for the years ended December 31, 1998, 1999 and 2000		F-5
Notes to Consolidated Financial Statement		F-6
INDEX TO SCHEDULES		S-1

PART I

ITEM 1. BUSINESS

Unless otherwise noted, the terms "Radio One," "we," "our" and "us" refer to Radio One, Inc. and our subsidiaries.

Radio One was founded in 1980 and is the seventh largest radio broadcasting company in the United States based on pro forma 2000 gross revenue. We are also the largest radio broadcasting company in the United States primarily targeting African-Americans. After we complete our pending acquisitions and divestitures, including our acquisition of Blue Chip Broadcasting, Inc., we will own and/or operate 63 radio stations in 22 markets. Thirty-four of these stations (24 FM and 10 AM) are in 14 of the top 20 African-American radio markets: Washington, D.C., Los Angeles, Detroit, Atlanta, Philadelphia, Houston, Miami, Baltimore, Dallas, St. Louis, Cleveland, Boston, Richmond and Charlotte.

Our strategy is to expand within our existing markets and into new markets that have a significant African-American presence. We believe radio broadcasting primarily targeting African-Americans has significant growth potential. We also believe that we have a competitive advantage in the African-American market and the radio industry in general, due to our primary focus on urban formats, our skill in programming and marketing these formats, and our turnaround expertise.

Due to successful implementation of our business strategy, our net broadcast revenue, broadcast cash flow and after-tax cash flow have grown significantly:

- Same station net broadcast revenue increased 17% from year-end 1999 to year-end 2000.
- Same station broadcast cash flow increased 30% from year-end 1999 to year-end 2000.
- After-tax cash flow increased 199% from year-end 1999 to year-end 2000.

Radio One is led by our Chairperson and co-founder, Catherine L. Hughes, and her son, Alfred C. Liggins, III, our Chief Executive Officer and President, who together have over 40 years of operating experience in radio broadcasting. Ms. Hughes, Mr. Liggins and our strong management team have successfully implemented a strategy of acquiring and turning around underperforming radio stations. We believe that we are well positioned to apply our proven operating strategy to many of our recently or soon to be acquired stations in Los Angeles, Philadelphia, Houston, Miami, Dallas, Cleveland, Boston, Charlotte, Raleigh-Durham, Cincinnati, Columbus, Indianapolis, Augusta, Dayton, Louisville and Minneapolis, and to other radio stations in existing and new markets as attractive acquisition opportunities arise.

Common Stock Public Offering

On March 8, 2000, we completed a public offering of 5.0 million shares of our class A common stock from which we received net proceeds of approximately $336.0 million. We used these proceeds to fund acquisitions and for other general corporate purposes.

Stock Split/Class D Common Stock Dividend

On May 22, 2000, we declared a three-for-one stock split in the form of a stock dividend. On June 6, 2000, the stockholders of record as of May 30, 2000 of each share of our class A common stock, class B common stock and class C common stock received two shares of newly-created non-voting class D common stock.

Convertible Preferred Stock Offering

On July 11, 2000, we completed an offering of 310,000 shares of our 6 1/2% Convertible Preferred Remarketable Term Income Deferrable Equity Securities (HIGH TIDES) from which we received net proceeds

of approximately $299.9 million. We used these proceeds to fund acquisitions and for other general corporate purposes. On October 16, 2000 and on January 16, 2001, we paid the first two quarterly dividends on the HIGH TIDES, each in the amount of $16.25 per share, for an aggregate dividend payment on each date of approximately $5.0 million. On March 16, 2001, we declared the next $16.25 per share quarterly dividend on the HIGH TIDES, and that dividend, in the aggregate amount of approximately $5.0 million, will be paid on April 16, 2001.

Clear Channel/AMFM Acquisitions

On August 25, 2000, we completed our acquisition of 12 radio stations from Clear Channel and AMFM for an aggregate purchase price of approximately $1.3 billion. The acquired stations are located in the following seven markets: Los Angeles, Houston, Miami, Dallas, Cleveland, Raleigh-Durham and Greenville, although we have subsequently divested the station located in Greenville.

As a result of our acquisition of the Clear Channel and AMFM radio stations (and the subsequent Greenville divestiture), we serve five new markets, three of which are top 10 African-American radio markets. These new markets have complemented our station portfolio by greatly increasing its geographic diversity and national reach. Due to this increased geographic diversity, we have reduced significantly our reliance on any single market.

Blue Chip Broadcasting Acquisition

On February 7, 2001, we entered into a definitive agreement to acquire Blue Chip Broadcasting, Inc. for an aggregate purchase price of approximately $190.0 million in cash, stock and the assumption of outstanding debt. Blue Chip owns and/ or operates 16 radio stations in the following five markets: Cincinnati, Columbus, Dayton, Louisville and Minneapolis. We currently have no operations in any of these markets, and the stations are complementary to our existing business.

Station Portfolio

We operate in many of the largest African-American markets. Since January 1, 2000, we have acquired or agreed to acquire and/or operate 43 radio stations and have divested or agreed to divest six non-core stations. A more detailed description of the acquisitions and divestitures of these stations is provided in this report under the heading "Recent and Pending Transactions." The acquisitions diversify our net broadcast revenue, broadcast cash flow and asset bases and increase the number of top 20 African-American markets in which we operate from 9 to 14.

The table below provides information about the stations that we will own or operate after giving effect to our pending acquisitions and divestitures. Audience share data is for the 12+ demographic and is from the Arbitron Survey four book averages ending with the Fall 2000 Arbitron Survey, except in the Miami market, where we provide no audience share data because Arbitron does not publish ratings information for our station. Revenue share data are from either Radio Revenue Reports of Hungerford Aldrin Nichols & Carter, PC or revenue reports prepared by Miller, Kaplan, Arase & Co., Certified Public Accountants, except in the Miami and Boston markets where we do not currently report revenue to either Hungerford Aldrin Nichols & Carter, PC or Miller, Kaplan, Arase & Co. and for which we provide no information below. For station by station audience share and revenue share information, see the information provided in this report in the table under the heading "Our Station Portfolio." In the Miami and Dayton markets, no stations that we own or operate are urban-formatted, and in the Minneapolis market, no market wide racial/ethnic audience composition information is currently available. Accordingly, African-American market audience share rank and revenue rank are not included in the table for those markets. Except as otherwise noted above, information in the table below is from BIA Investing in Radio Market Report ("BIA 2000 Fourth Edition"). Markets with pending acquisitions are denoted by an asterisk (*).

Radio One and Our Markets

	Radio One						Market Data			
	Number of Stations		African-American Market		Entire Market				1998 MSA Population	
Market	FM	AM	Audience Share Rank	Revenue Rank	Four Book Average (Ending Fall 2000) Audience Share	January-December 2000 Revenue Share	Estimated 2000 Annual Radio Revenue ($millions)	Ranking by Size of African-American Population	Total (in millions)	African-American%
Washington, DC....	2	2	1	1	11.1	9.5	$375.0	3	4.3	26.6%
Los Angeles.......	1	--	1	1	2.9	4.3	851.0	4	12.5	9.0
Detroit...........	2	1	2	3	5.5	3.6	268.6	5	4.6	21.7
Atlanta...........	2	--	2	3	6.6	5.0	400.0	6	3.8	26.0
Philadelphia......	2	--	2	2	5.9	6.0	321.0	7	4.9	20.2
Houston...........	2	--	1	1	12.9	13.2	317.5	8	4.4	18.3
Miami.............	--	1	n/a	n/a	n/a	n/a	277.6	9	3.7	19.8
Baltimore.........	2	2	1	1	17.2	23.2	137.8	10	2.5	27.8
Dallas............	2	--	2	2	4.3	3.4	381.8	11	4.8	14.2
St.Louis..........	1	--	2	3	1.4	0.2	145.3	14	2.6	17.7
Cleveland.........	2	2	1	1	12.6	13.1	114.3	17	2.1	19.4
Boston............	1	1	1	1	2.9	n/a	359.2	18	3.9	7.9
Richmond*.........	4	1	1	1	24.5	21.2	54.6	19	1.0	30.1
Charlotte.........	1	--	2	2	3.5	2.1	119.4	20	1.4	20.5
Raleigh-Durham....	4	--	1	1	19.6	16.7	85.0	23	1.1	24.0
Cincinnati*.......	1	1	1	1	6.1	4.7	139.4	29	2.0	11.6
Columbus*.........	3	--	1	1	11.9	9.4	96.9	32	1.5	13.1
Indianapolis*.....	3	1	1	2	11.1	6.0	96.1	33	1.4	14.2
Augusta...........	4	1	1	1	15.8	13.7	17.5	43	0.5	33.4
Dayton*...........	3	1	n/a	n/a	11.1	16.7	44.0	47	1.0	14.1
Louisville*.......	6	--	1	1	24.6	20.4	56.6	51	1.0	12.9
Minneapolis*......	1	--	n/a	n/a	2.8	0.4	183.3	52	2.8	4.8
Total............	49	14								

The African-American Market Opportunity

We believe that operating urban formatted radio stations primarily targeting African-Americans has significant growth potential for the following reasons:

Rapid African-American Population Growth. From 1980 to 1999, the African-American population increased from approximately 26.7 million to 34.9 million, a 30.7% increase, compared to a 20.4% increase in the population as a whole. Furthermore, the African-American population is expected to increase to approximately 39.9 million by 2010, a 14.3% increase from 1999, compared to an expected increase during the same period of 10.0% for the population as a whole. (Source: U.S. Census Bureau, Statistical Abstract of the United States: 2000).

Higher African-American Income Growth. According to the U.S. Census Bureau, from 1990 to 1999, the rate of increase in median household income in 1999 adjusted dollars for African-Americans was approximately 17.2% compared to 6.9% for the population as a whole. (Source: U.S. Census Bureau, 2000). African-American buying power is estimated to reach $572.1 billion in 2001, up 85.9% from 1990, compared to an increase of 70.4% for the population as a whole. In 2001, African-Americans will account for 8.1% of the nation's total buying power, up from 7.4% in 1990. (Source: "Buying Power at the Beginning of a New Century: Projections for 2000 and 2001," Dr. Jeffrey M. Humphreys). In addition, the African-American consumer tends to have a different consumption profile than non-African-Americans. An

annual report published by Target Market News provides a list of products and services for which African-Americans households spent more than white households. In the most recent such annual report, there were dozens of such products and services listed in categories such as apparel and accessories, books, cars and trucks, consumer electronics, food, personal care products, telephone service and transportation. (Source: The 2000 Report on the Buying Power of Black America, Target Market News).

Growth in Advertising Targeting the African-American Market. We believe that large corporate advertisers are becoming more focused on reaching minority consumers in the United States. The African-American and Hispanic communities are viewed as an emerging growth market within the mature domestic market. A 1997 study estimated that major national advertisers spent $881 million on advertising targeting African-American consumers, up from $463 million in 1985. (Source: Target Market News (Chicago, IL-1997)). We believe many large corporations are expanding their commitment to ethnic advertising.

Growing Influence of African-American Culture. We believe that there is an ongoing "urbanization" of many facets of American society as evidenced by the influence of African-American culture in the areas of music (for example, hip-hop and rap music), film, fashion, sports and urban-oriented television shows and networks. We believe that companies as disparate as the News Corporation's Fox(R) television network, the sporting goods manufacturer Nike(R), the fast food chain McDonald's(R), and prominent fashion designers have embraced this urbanization trend in their products as well as their advertising messages.

Growing Popularity of Radio Formats Primarily Targeting African-Americans. We believe that urban programming has been expanded to target a more diverse urban listener base and has become more popular with listeners and advertisers over the past ten years. The number of urban radio stations has increased from 284 in 1989 to 405 in 1999, or by 42.6%. (Source: The M Street Corp., Format Trends from 1989 to 1999, Counts as of November 1999.) In Fall 1997, urban formats were one of the top three formats in nine of the top ten radio markets nationwide and the top format in five of these markets. (Source: INTEREP, Research Division, 1998 Regional Differences in Media Usage Study).

Concentrated Presence of African-Americans in Urban Markets. In 1998, approximately 65.6% of the African-American population was located in the top 50 African-American markets. (Source: BIA 2000, Fourth Edition). Relative to radio broadcasters targeting a broader audience, we believe we can cover the various segments of our target market with fewer programming formats and therefore fewer radio stations than the maximum per market allowed by the FCC.

Strong African-American Listenership and Loyalty. In 1997, African-Americans in the ten largest markets listened to radio broadcasts an average of 26.5 hours per week. This compares to 21.5 hours per week for all Americans. (Source: INTEREP Research Division, 1999 Urban Radio Study). In addition, we believe that African-American radio listeners exhibit greater loyalty to radio stations that target the African-American community because those radio stations become a valuable source of entertainment and information responsive to the community's interests and lifestyles.

Acquisition Strategy

Our acquisition strategy includes acquiring and turning around underperforming radio stations principally in the top 50 African-American markets. We will also make acquisitions in existing markets where expanded coverage is desirable and in new markets where we believe it is advantageous to establish a presence. For strategic reasons, or as a result of an acquisition of multiple stations in a market, we may also acquire and operate stations with formats that primarily target non-African-American segments of the population.

RECENT AND PENDING TRANSACTIONS

We have acquired or agreed to acquire and/or operate 43 radio stations and one low power television station since January 1, 2000. These acquisitions diversify our net broadcast revenue, broadcast cash flow and asset bases and increase the number of top 20 African-American markets in which we operate from 9 to 14. Since January 1, 2000, we have also divested or agreed to divest six radio stations that were not core components of our business strategy.

The table below sets forth information regarding each of the recently completed or pending acquisitions and divestitures as of March 15, 2001.

	No. of Stations	Call Letters	Approximate Purchase Price (in millions)	Date Completed
Completed Acquisitions				
Philadelphia.............	1	WPLY-FM	$ 80.0	2/00
Charlotte................	1	WCCJ-FM	20.7(/1/)	6/00
Augusta..................	5	WTHB-AM		
		WAEG-FM		
		WAKB-FM		
		WAEJ-FM		
		WFXA-FM		
Indianapolis I(/2/)......	3	WYJZ-FM	30.0(/3/)	6/00
		WHHH-FM		
		WTLC-FM(/4/)		
Los Angeles..............	1	KKBT-FM	1,302.5(/5/)	8/00
Houston..................	2	KMJQ-FM		
		KBXX-FM		
Miami....................	1	WVCG-AM		
Dallas I.................	1	KBFB-FM		
Cleveland................	2	WZAK-FM		
		WJMO-AM		
Raleigh-Durham...........	4	WFXC-FM		
		WFXK-FM		
		WNNL-FM		
		WQOK-FM		
Greenville...............	1	WJMZ-FM(/6/)		
Dallas II................	1	KJOI-AM(/7/)	16.0	9/00
Greenville II............	1	WPEK-FM(/8/)	7.5	11/00
Dallas III...............	1	KTXQ-FM	52.5	2/01
Boston...................	1	WILD-AM	4.5(/9/)	2/01
Subtotal.................	26		$1,513.7	
Pending Acquisitions				
Richmond III(/10/).......	4	WPLZ-FM(/11/)	$ 34.0	--
		WCDX-FM		
		WPZE-FM(/11/)		
		WGCV-AM		
Cincinnati...............	2	WIZF-FM	190.0(/12/)	--
		WDBZ-AM(/13/)		
Columbus.................	3	WCKX-FM		
		WXMG-FM		
		WJYD-FM		
Dayton...................	4	WGTZ-FM		
		WING-FM		
		WING-AM		
		WKSW-FM		
Louisville...............	6	WDJX-FM		
		WBLO-FM(/14/)		
		WGZB-FM		
		WULV-FM		
		WMJM-FM		
		WLRS-FM		
Minneapolis..............	1	KTTB-FM		
Indianapolis II..........	1	WTLC-AM	8.5(/15/)	--
Subtotal.................	21		232.5	
Total....................	47(/16/)		$1,746.2	

	No. of Stations	Call Letters	Approximate Sales Price (in millions)	Date Completed
Completed Divestitures				
Richmond I	1	WDYL-FM	$ 9.0	2/01
Richmond II	1	WARV-FM	1.0	2/01
Greenville	2	WJMZ-FM WPEK-FM	43.5	2/01
Subtotal	4		$53.5	
Pending Divestitures				
Kingsley, MI	1	WJZZ-AM(/17/)	$ 0.2	--
Dallas, TX	1	KJOI-AM(/18/)	16.0	
Subtotal	2		$16.2	
Total	6		$69.7	

- --------

(/1/) We paid approximately $20.7 million in cash and issued approximately 57,000 shares of our class A common stock and approximately 115,000 shares of our class D common stock in this transaction, which included one station in Charlotte and five stations in Augusta.

(/2/) We also acquired low power television station W53AV in this transaction.

(/3/) We paid approximately $30.0 million in cash and issued approximately 441,000 shares of our class A common stock in this transaction.

(/4/) Formerly known as WBKS-FM.

(/5/) The approximate purchase price of $1.3 billion is for the 12 listed stations in Los Angeles, Houston, Miami, Dallas I, Cleveland, Raleigh-Durham and Greenville included in the Clear Channel/AMFM acquisitions.

(/6/) We subsequently sold this station. See Completed Divestitures table.

(/7/) Formerly known as KLUV-AM. We subsequently agreed to sell this station. See Pending Divestitures table.

(/8/) We subsequently sold this station. See Completed Divestitures table.

(/9/) We paid approximately $4.5 million in cash and issued approximately 63,500 shares of our class A common stock in this transaction.

(/10/) We entered into an agreement to acquire the four listed stations in Richmond in 1999. Pending completion of this acquisition, we are operating three stations, WPLZ-FM, WCDX-FM, and WPZE-FM, under a time brokerage agreement.

(/11/) WPLZ-FM was formerly known as WJRV-FM and WPZE-FM was formerly known as WPLZ-FM.

(/12/) The approximate consideration amount of $190.0 million is for the 16 listed stations in Cincinnati, Columbus, Dayton, Louisville and Minneapolis and will be paid through a combination of cash, stock and assumption of debt, each in amounts to be determined upon the closing of the transaction.

(/13/) Upon completion of the transaction referenced in footnote 11, we will operate WDBZ-AM pursuant to a time brokerage arrangement.

(/14/) WBLO-FM is currently being operated by Blue Chip Broadcasting, Inc. pursuant to a time brokerage agreement, however Blue Chip has an option to purchase the station from its current owner. The option will either be exercised by Blue Chip prior to the completion of our acquisition, or the unexercised option to purchase the station will be transferred to us (and our purchase price will be adjusted accordingly).

(/15/) The approximate purchase price of $8.5 million related to both the acquisition of WTLC-AM and the acquisition of all of the intellectual property of WTLC-FM (including the call letters). Approximately $1.1 million of the purchase price is allocable to the pending acquisition of WTLC-AM and the remaining $7.4 million is allocable to the completed acquisition of the intellectual property of WTLC-FM. Pending completion of the acquisition of WTLC-AM, we are operating the station under a time brokerage agreement.

(/16/) We have acquired or agreed to acquire and/or operate 43 radio stations since January 1, 2000. Of the 47 stations listed in the table, we agreed to acquire four of those in 1999 (see footnote 10), and one of those will be operated pursuant to a time brokerage agreement (see footnote 12).

(/17/) Pending completion of this divestiture, WJZZ-AM is being operated pursuant to a time brokerage agreement by its prospective buyer.

(/18/) Pending completion of this divestiture, KJOI-AM is being operated pursuant to a time brokerage agreement by its prospective buyer.

Completed Acquisitions

Philadelphia--WPLY-FM Acquisition

On February 28, 2000, Radio One acquired the assets of WPLY-FM, licensed to Media, Pennsylvania for approximately $80.0 million in cash.

Augusta--WTHB-AM, WAEG-FM, WAKB-FM, WAEJ-FM and WFXA-FM and Charlotte--WCCJ-FM Acquisition

On June 7, 2000, Radio One acquired Davis Broadcasting, Inc., which owned and operated radio stations WTHB-AM, licensed to Augusta, Georgia, WAEG-FM, licensed to Evans, Georgia, WAKB-FM, licensed to Wrens, Georgia, WAEJ-FM, licensed to Waynesboro, Georgia, WFXA-FM, licensed to Augusta, Georgia and WCCJ-FM, licensed to Harrisburg, North Carolina, for approximately $20.7 million in cash, approximately 57,000 shares of class A common stock and approximately 115,000 shares of class D common stock.

Indianapolis I--WHHH-FM, WTLC-FM (formerly WBKS-FM), WYJZ-FM and W53AV Acquisition

On June 8, 2000, Radio One acquired the assets of WHHH-FM, licensed to Indianapolis, Indiana, WTLC-FM (formerly WBKS-FM), licensed to Greenwood, Indiana, WYJZ-FM, licensed to Lebanon, Indiana and W53AV, a low power television station licensed to Indianapolis, Indiana, for approximately $30.0 million in cash and approximately 441,000 shares of class A common stock.

Clear Channel/AMFM Acquisitions--KMJQ-FM, KBXX-FM, WVCG-AM, WZAK-FM, WJMO-AM, KKBT-FM, KBFB-FM, WJMZ-FM, WFXC-FM, WFXK-FM, WNNL-FM, and WQOK-FM

On August 25, 2000, Radio One acquired the assets of twelve radio stations (KMJQ-FM, licensed to Houston, Texas, KBXX-FM, licensed to Houston, Texas, WVCG-AM, licensed to Coral Gables, Florida, WZAK-FM, licensed to Cleveland, Ohio, WJMO-AM, licensed to Cleveland Heights, Ohio, KKBT-FM, licensed to Los Angeles, California, KBFB-FM, licensed to Dallas, Texas, WJMZ-FM, licensed to Anderson, South Carolina, WFXC-FM, licensed to Durham, North Carolina, WFXK-FM, licensed to Tarboro, North Carolina, WNNL-FM, licensed to Fuquay-Varina, North Carolina, and WQOK-FM, licensed to South Boston, Virginia) from Clear Channel Communications, Inc. and AMFM, Inc. for approximately $1.3 billion in cash.

Dallas II--KJOI-AM (formerly KLUV-AM) Acquisition

On September 25, 2000, Radio One acquired the assets of KJOI-AM (formerly KLUV-AM), licensed to Dallas, Texas, for approximately $16.0 million in cash.

Greenville--WPEK-FM Acquisition

On November 15, 2000, Radio One acquired the assets of WPEK-FM, licensed to Seneca, South Carolina, from Alpeak Broadcasting Corp, for approximately $7.5 million in cash.

Dallas III--KTXQ-FM Acquisition

On February 1, 2001, Radio One acquired the assets of KTXQ-FM (formerly KDGE-FM), licensed to Gainesville, Texas, for approximately $52.5 million in cash. Prior to the acquisition, we had been operating KTXQ-FM under a time brokerage agreement since November 2000.

Boston--WILD-AM Acquisition

On February 28, 2001, Radio One acquired Nash Communications Corporation which owned and operated radio station WILD-AM, licensed to Boston, Massachusetts, for approximately $4.5 million in cash and approximately 63,500 shares of class A common stock. Prior to the acquisition, we had been operating WILD-AM under a time brokerage agreement since May 2000.

Pending Acquisitions

Richmond III--WPLZ-FM (formerly WJRV-FM), WCDX-FM, WPZE-FM (formerly WPLZ-FM) and WGCV-AM Acquisition

Pursuant to an asset purchase agreement dated May 6, 1999, Radio One has agreed to acquire the assets of WCDX-FM, licensed to Mechanicsville, Virginia; WPZE-FM (formerly WPLZ-FM), licensed to Petersburg, Virginia; WPLZ-FM (formerly WJRV-FM), licensed to Richmond, Virginia; and WGCV-AM, licensed to Petersburg, Virginia, for approximately $34.0 million in cash. We have been operating WCDX-FM, WPZE-FM and WPLZ-FM under a time brokerage agreement since June 1, 1999, and we expect to complete the acquisition during the second half of 2001.

Blue Chip Acquisition--WIZF-FM and WDBZ-AM in Cincinnati; WCKX-FM, WXMG-FM and WJYD-FM in Columbus; WGTZ-FM, WING-FM, WING-AM and WKSW-FM in Dayton; WDJX-FM, WBLO-FM, WGZB-FM, WULV-FM, WMJM-FM and WLRS-FM in Louisville; and KTTB-FM in Minneapolis

On February 7, 2001, Radio One entered into a definitive agreement to acquire Blue Chip Broadcasting, Inc. which owns and/or operates 16 radio stations (WIZF-FM, licensed to Erlanger, Kentucky; WDBZ-AM, licensed to Cincinnati, Ohio; WCKX-FM, licensed to Columbus, Ohio; WXMG-FM, licensed to Upper Arlington, Ohio; WJYD-FM, licensed to London, Ohio; WGTZ-FM, licensed to Eaton, Ohio; WING-FM, licensed to Springfield, Ohio; WING-AM, licensed to Dayton, Ohio; WKSW-FM, licensed to Urbana, Ohio; WDJX-FM, licensed to Louisville, Kentucky; WBLO-FM, licensed to Charlestown, Kentucky; WGZB-FM, licensed to Corydon, Indiana; WULV-FM, licensed to Louisville, Kentucky; WMJM-FM, licensed to Jeffersontown, Kentucky; WLRS-FM, licensed to Shepherdsville, Kentucky; and KTTB-FM, Glencoe, Minnesota) for an aggregate purchase price of $190.0 million in cash, stock and the assumption of outstanding debt. Blue Chip Broadcasting, Inc. currently owns 15 of those stations and has an option to purchase WBLO-FM, which is currently being operated by Blue Chip Broadcasting, Inc. pursuant to a time brokerage agreement, from its current owner. The WBLO-FM purchase option will either be exercised by Blue Chip Broadcasting, Inc. prior to the completion of our acquisition, or the unexercised option will be transferred to us (and our purchase price will be adjusted accordingly). Immediately prior to completion of our acquisition of Blue Chip Broadcasting, Inc., WDBZ-AM will be transferred to an entity affiliated with a current shareholder of Blue Chip Broadcasting, Inc., and we will enter into a time brokerage agreement to operate that station. We expect to complete the acquisition of Blue Chip Broadcasting, Inc. in the second half of 2001.

Indianapolis II--WTLC-AM and Intellectual Property of WTLC-FM Acquisition

On January 30, 2001, Radio One entered into a definitive agreement with Emmis Communications to acquire all of the intellectual property of WTLC-FM (including its call letters) and the assets of WTLC-AM, licensed to Indianapolis, Indiana. The approximate purchase price of $8.5 million relates to both the acquisition of the intellectual property of WTLC-FM, which acquisition was completed on February 15, 2001, and the acquisition of the assets of WTLC-AM, which we expect to complete in the second quarter of 2001. We have been operating WTLC-AM under a time brokerage agreement since February 16, 2001. Following the acquisition of the WTLC-FM intellectual property, we have been operating our station formerly known as WBKS-FM under the call letters WTLC-FM.

Completed Divestitures

Richmond I--WDYL-FM Divestiture

On February 1, 2001, Radio One sold WDYL-FM, licensed to Chester, Virginia, to Cox Radio, Inc. for approximately $9.0 million in cash.

Richmond II--WARV-FM Divestiture

On February 1, 2001, Radio One sold WARV-FM, licensed to Petersburg, Virginia, to Honolulu Broadcasting, Inc. for approximately $1.0 million in cash.

Greenville--WJMZ-FM and WPEK-FM Divestiture

On February 1, 2001, Radio One sold WJMZ-FM, licensed to Anderson, South Carolina, and WPEK-FM, licensed to Seneca, South Carolina, to Cox Radio, Inc. for approximately $43.5 million in cash.

Pending Divestitures

Dallas, Texas--KJOI-AM Divestiture

On January 30, 2001, Radio One entered into a definitive agreement to sell KJOI-AM (formerly KLUV-AM) to Clear Channel Communications for approximately $16.0 million. As part of this agreement, Clear Channel Communications began operating the station under a time brokerage agreement on February 1, 2001. We expect to complete the sale in the second quarter of 2001.

Kingsley, Michigan--WJZZ-AM Divestiture

On February 7, 2001, Radio One entered into a definitive agreement to sell the assets of WJZZ-AM, licensed to Kingsley, Michigan, to Fort Bend Broadcasting, Inc. for approximately $225,000. As part of this agreement, Fort Bend Broadcasting, Inc. began operating the station under a time brokerage agreement on February 7, 2001. We expect to complete the sale in the second quarter of 2001.

Turnaround Expertise

Historically, we have entered a market by acquiring a station or stations that have little or negative broadcast cash flow or that, in our opinion, have been substantially underperforming. By implementing our operating strategies, we have succeeded in increasing ratings, net broadcast revenue and broadcast cash flow of most of the FM stations we have owned or managed for at least one year. In many cases, we have achieved these improvements while operating against larger competitors. Our turnaround strategy has been especially successful with respect to our operations in Washington, D.C., Los Angeles, Atlanta, Philadelphia, Baltimore, Dallas, St. Louis, Cleveland, Boston and Charlotte.

Top 52 African-American Radio Markets in the United States

In the table below, boxes and bold text indicate markets where, after we complete our pending transactions, we will own or operate radio stations. Markets where we have pending acquisitions but no current stations are denoted by an asterisk. Population estimates are for 1998 and are based upon BIA 2000 Fourth Edition.

Rank	Market	African American Population in the Market (in thousands)	African-Americans as a Percentage of the Overall Population in the Market
1.	New York, NY	3,634	21.4%
2.	Chicago, IL	1,690	19.5
3.	Washington, DC	1,154	26.6
4.	Los Angeles, CA	1,125	9.0
5.	Detroit, MI	1,004	21.7
6.	Atlanta, GA	990	26.0
7.	Philadelphia, PA	985	20.2
8.	Houston/Galveston, TX	813	18.3
9.	Miami/Ft. Lauderdale/Hollywood, FL	730	19.8
10.	Baltimore, MD	693	27.8
11.	Dallas/Ft. Worth, TX	675	14.2
12.	San Francisco, CA	614	9.0
13.	Memphis, TN	498	42.1
14.	St. Louis, MO	456	17.7
15.	Norfolk/Virginia Beach/Newport News, VA	456	30.7
16.	New Orleans, LA	441	34.9
17.	Cleveland, OH	411	19.4
18.	Boston, MA	315	7.2
19.	Richmond, VA	288	30.1
20.	Charlotte/Gastonia/Rock Hill, NC	287	20.5
21.	Birmingham, AL	270	27.4
22.	Milwaukee/Racine, WI	264	15.6
23.	Raleigh/Durham, NC	262	24.0
24.	Jacksonville, FL	253	23.2
25.	Tampa/St. Petersburg/Clearwater, FL	248	10.8
26.	Kansas City, MO	233	13.5
27.	Nassau/Suffolk Counties, NY	231	8.6
28.	Greensboro/Winston Salem/High Point, NC	230	19.6
29.	Cincinnati, OH*	227	11.6
30.	Orlando, FL	201	15.0
31.	Pittsburgh, PA	200	8.5
32.	Columbus, OH*	199	13.1
33.	Indianapolis, IN	199	14.2
34.	Jackson, MS	189	43.4
35.	Nashville, TN	183	15.7
36.	San Diego, CA	183	6.4
37.	Baton Rouge, LA	182	31.4
38.	Seattle/Tacoma, WA	181	5.2
39.	Charleston, SC	172	31.3
40.	West Palm Beach/Boca Raton, FL	157	15.1
41.	Greenville/Spartanburg, SC	156	17.8
42.	Columbia, SC	155	30.0
43.	Augusta, GA	154	33.4
44.	Greenville/New Bern/Jacksonville, NC	153	27.0
45.	Mobile, AL	151	28.2
46.	Lafayette, LA	142	28.5
47.	Dayton, OH*	140	14.1
48.	Shreveport, LA	138	36.6
49.	Buffalo/Niagara Falls, NY	137	11.9
50.	Las Vegas, NV	134	10.4
51.	Louisville, KY*	133	12.9

52.	Minneapolis-St. Paul, MN*	133	4.7

Operating Strategy

In order to maximize net broadcast revenue and broadcast cash flow at our radio stations, we strive to achieve the largest audience share of African-American listeners in each market, convert these audience share ratings to advertising revenue, and control operating expenses. Through our newly created national presence we also provide advertisers with a radio station advertising platform that is unique and a powerful delivery mechanism to African-Americans. The success of our strategy relies on the following:

- market research, targeted programming and marketing;
- strong management and performance-based incentives;
- strategic sales efforts;
- radio station clustering, programming segmentation and sales bundling;
- marketing platform to national advertisers;
- advertising partnerships and special events; and
- significant community involvement.

Market Research, Targeted Programming and Marketing

Radio One uses market research to tailor the programming, marketing and promotions of our radio stations to maximize audience share. To achieve these goals, we use market research to identify unserved or underserved markets or segments of the African-American community in current and new markets and to determine whether to acquire a new radio station or reprogram one of our existing radio stations to target those markets or segments.

We also seek to reinforce our targeted programming by creating a distinct and marketable identity for each of our radio stations. To achieve this objective, in addition to our significant community involvement discussed below, we employ and promote distinct, high-profile on-air personalities at many of our radio stations, many of whom have strong ties to the African-American community.

Strong Management and Performance-based Incentives

Radio One focuses on hiring highly motivated and talented individuals in each functional area of the organization who can effectively help us implement our growth and operating strategies. Radio One's management team is comprised of a diverse group of individuals who bring expertise to their respective functional areas. We seek to hire and promote individuals with significant potential, the ability to operate with high levels of autonomy and the appropriate team-orientation that will enable them to pursue their careers within the organization.

To enhance the quality of our management in the areas of sales and programming, general managers, sales managers and program directors have significant portions of their compensation tied to the achievement of certain performance goals. General managers' compensation is based partially on achieving broadcast cash flow benchmarks which create an incentive for management to focus on both sales growth and expense control. Additionally, sales managers and sales personnel have incentive packages based on sales goals, and program directors and on-air talent have incentive packages focused on maximizing overall ratings as well as ratings in specific target segments.

Strategic Sales Efforts

Radio One has assembled an effective, highly trained sales staff responsible for converting audience share into revenue. We operate with a focused, sales-oriented culture which rewards aggressive selling efforts through a generous commission and bonus compensation structure. We hire and deploy large teams of sales professionals

for each of our stations or station clusters, and we provide these teams with the resources necessary to compete effectively in the markets in which we operate. We utilize various sales strategies to sell and market our stations as stand-alones, in combination with other stations within a given market and across markets, where appropriate.

Radio Station Clustering, Programming Segmentation and Sales Bundling

Radio One strives to build clusters of radio stations in our markets, with each radio station targeting different demographic segments of the African-American population. This clustering and programming segmentation strategy allows us to achieve greater penetration into each segment of our target market. We are then able to offer advertisers multiple audiences and to bundle the radio stations for advertising sales purposes when advantageous.

We believe there are several potential benefits that result from operating multiple radio stations in the same market. First, each additional radio station in a market provides us with a larger percentage of the prime advertising time available for sale within that market. Second, the more stations we program, the greater the market share we can achieve in our target demographic groups through the use of segmented programming. Third, we are often able to consolidate sales, promotional, technical support and corporate functions to produce substantial cost savings. Finally, the purchase of additional radio stations in an existing market allows us to take advantage of our market expertise and existing relationships with advertisers.

Marketing Platform to National Advertisers.

Radio One, through its recently completed acquisitions and expected acquisitions, has created a national platform of radio stations in some of the largest African-American markets. This platform reaches over 10 million listeners weekly, more than any other media vehicle targeting African-Americans. Thus, national advertisers find advertising on all Radio One radio stations an efficient and cost-effective way to reach this target audience. We have established a corporate sales department which bundles and sells this national platform of radio stations to national advertisers thereby enhancing our revenue generating opportunities, expanding our base of advertisers, creating greater demand for our advertising time inventory and increasing the capacity utilization of our inventory and making our sales effort more efficient. In the short period of time this national platform has been in place, advertisers such as the banking and financial services provider First Union(R), the restaurant chain Denny's(R) and the United States Army have taken advantage of this offering.

Advertising Partnerships and Special Events

We believe that in order to create advertising loyalty, Radio One must strive to be the recognized expert in marketing to the African-American consumer in the markets in which we operate. We believe that Radio One has achieved this recognition by focusing on serving the African-American consumer and by creating innovative advertising campaigns and promotional tie-ins with our advertising clients and sponsoring numerous entertainment events each year. We sponsor the Stone Soul Picnic, an all-day free outdoor concert which showcases advertisers, local merchants and other organizations to audiences in Washington, D.C., Detroit, Atlanta and Baltimore. We also sponsor The People's Expo every Winter in Washington, D.C, Baltimore and Richmond, which provides entertainment, shopping and educational seminars to Radio One's listeners and others from the communities we serve. In these events, advertisers buy signage, booth space and broadcast promotions to sell a variety of goods and services to African-American consumers. As we expand our presence in our existing markets and into new markets, we plan to increase the number of events and the number of markets in which we host these major events.

Significant Community Involvement

We believe our active involvement and significant relationships in the African-American community provides a competitive advantage in targeting African-American audiences. In this way, we believe our proactive involvement in the African-American community in each of our markets significantly improves the marketability of our radio broadcast time to advertisers who are targeting such communities.

We believe that a radio station's image should reflect the lifestyle and viewpoints of the target demographic group it serves. Due to our fundamental understanding of the African-American community, we believe we are able to identify music and musical styles, as well as political and social trends and issues, early in their evolution. This understanding is then integrated into all aspects of our operations and enables us to create enhanced awareness and name recognition in the marketplace. In addition, we believe our multi-level approach to community involvement leads to increased effectiveness in developing and updating our programming formats. We believe our enhanced awareness and more effective programming formats lead to greater listenership and higher ratings over the long-term.

We have a history of sponsoring events that demonstrate our commitment to the African-American community, including:

- heightening the awareness of diseases which disproportionately impact African-Americans, such as sickle-cell anemia, leukemia and AIDS, and holding fundraisers to benefit the search for their cure;

- developing contests specifically designed to assist African-American single mothers with day care expenses; and

- organizing seminars designed to educate African-Americans on personal issues such as buying a home, starting a business, developing a credit history, financial planning and health care.

Management Stock Option Plan

On March 10, 1999, we adopted the 1999 Stock Option and Restricted Stock Grant Plan designed to provide incentives relating to equity ownership to present and future executive, managerial, and other key employees of Radio One and our subsidiaries, and on June 14, 2000, we amended that option plan to provide for options of class D common stock to be available for issuance under the option plan. The option plan affords us latitude in tailoring incentive compensation for the retention of key personnel, to support corporate and business objectives, and to anticipate and respond to a changing business environment and competitive compensation practices.

Our Station Portfolio

The following table sets forth selected information about our portfolio of radio stations, giving effect to our pending acquisitions and divestitures. Market population data and revenue rank data are from BIA 2000 Fourth Edition. Audience share and audience rank data are based on Arbitron Survey four book averages ending with the Fall 2000 Arbitron Survey unless otherwise noted. Except as noted, revenue share and revenue rank data for the Washington, D.C., Detroit, Baltimore and Columbus markets are based on the Radio Revenue Reports of Hungerford Aldrin Nichols & Carter, PC for the twelve-month period ending December 31, 2000. For the Los Angeles, Atlanta, Philadelphia, Houston, Dallas, Cleveland, Richmond, Charlotte, Raleigh-Durham, Cincinnati, Indianapolis, Augusta, Dayton, Louisville and Minneapolis markets, unless otherwise noted the revenue share and revenue rank data are from revenue reports for the twelve-month period ending December 31, 2000, as prepared by Miller, Kaplan, Arase & Co., Certified Public Accountants. As used in this table, "n/a" means not applicable or not available and "t" means tied with one or more radio stations.

Market(/1/)	Market Rank: 1998 Metro Population	Market Rank: 1999 Radio Revenue	Year Acquired	Format	Target Age Demo-Graphic	Four Book Average: Audience Share in 12+ Demo-Graphic	Four Book Average: Audience Rank in 12+ Demo-Graphic	Four Book Average: Audience Share in Target Demo-Graphic	Four Book Average: Audience Rank in Target Demo-Graphic
Washington, DC	9	6							
WKYS-FM			1995	Urban	18-34	5.4	3	10.9	1
WMMJ-FM			1987	Urban AC	25-54	4.2	8	4.8	5
WYCB-AM			1998	Gospel	35-64	0.7	26	1.0	23
WOL-AM			1980	Urban Talk	25-54	0.8	25	0.6	26
Los Angeles	2	1							
KKBT-FM			2000	Urban	18-34	2.9	11	4.8	7
Detroit	7	12							
WDTJ-FM			1998	Urban	18-34	3.9	10	7.0	5
WDMK-FM			1998	Urban AC	25-54	0.9	25	1.1	23
WCHB-AM			1998	Urban Talk/Gospel	35-64	0.7	26	0.9	22
Atlanta	11								
WHTA-FM			1999	Urban	18-34	4.7	7	8.3	4
WAMJ-FM			1999	Urban AC	25-54	1.9	16	2.6	14
Philadelphia	5	9							
WPHI-FM			1997	Urban	18-34	2.8	17	5.4	7
WPLY-FM			2000	Alternative Rock	18-34	3.1	14	6.8	4
Houston	10	10							
KMJQ-FM			2000	Urban AC	25-54	5.4	5	6.5	3
KBXX-FM			2000	Urban	18-34	7.5	1	12.0	1
Miami	12	11							
WVCG-AM			2000	Ethnic	35-64	n/a(/3/)	n/a(/3/)	n/a(/3/)	n/a(/3/)
Baltimore	20	20							
WERQ-FM			1993	Urban	18-34	9.7	1	17.7	1
WWIN-FM			1992	Urban AC	25-54	6.3	3	8.0	2
WOLB-AM			1992	Urban Talk	25-54	0.4	29	0.3	32
WWIN-AM			1993	Gospel	35-64	0.8	25	1.1	21
Dallas	6	5							
KBFB-FM			2000	Urban	18-34	2.2	18(t)	2.7	17
KTXQ-FM			2001	R&B/Oldies	25-54	2.1	22	2.7	14(t)
St. Louis	19	18							
WFUN-FM			1999	Urban	18-34	1.4	21	2.3	16
Cleveland	24	25							
WENZ-FM			1999	Urban	18-34	5.9	5	12.0	2
WERE-AM			1999	News/Talk	25-54	0.3	24	0.1	23
WZAK-FM			2000	Urban AC	25-54	4.7	9	5.3	10
WJMO-AM			2000	Gospel	35-64	1.7	17	2.1	15
Boston	8	8							
WBOT-FM			1999	Urban	18-34	1.7	18	3.3	9
WILD-AM			2001	Urban AC	25-54	1.2	22	1.5	18
Richmond	57	48							
WCDX-FM(/5/)			(pending)	Urban	18-34	11.1	1	20.7	1
WKJS-FM			1999	Urban AC	25-54	6.3	4	7.8	3
WPZE-FM(/5/)			(pending)	R&B/Oldies	25-54	4.1	9	4.8	9
WPLZ-FM(/5/)			(pending)	R&B	25-54	1.6	15	1.7	15
WGCV-AM			(pending)	Gospel	35-64	1.4	18	1.9	16
Charlotte	37	23							
WCCJ-FM			2000	R&B/Oldies	25-54	3.5	12	4.9	10
Raleigh-Durham	48	36							
WQOK-FM			2000	Urban	18-34	7.6	1	12.0	2
WFXK-FM			2000	Urban AC	25-54	2.3	11	3.0	11
WFXC-FM			2000	Urban AC	25-54	2.8	12	3.4	10
WNNL-FM			2000	Gospel	25-54	6.9	4	7.4	2
Cincinnati	26	19							
WIZF-FM			(pending)	Urban	18-34	5.6	5	8.2	3
WDBZ-AM(/7/)			(pending)	Urban Talk	25-54	0.5(/8/)	20(/8/)	0.7(/8/)	17(t)(/8/)
Columbus	34	30							
WCKX-FM			(pending)	Urban	18-34	7.8	2	13.3	1
WXMG-FM			(pending)	R&B/Oldies	25-54	3.1	10	3.9	9
WJYD-FM			(pending)	Gospel	25-54	1.0	21	1.3	18(t)
Indianapolis(/9/)	38	31							
WHHH-FM			2000	Top 40	18-34	4.8	9	7.1	6
WTLC-FM(/10/)			2000	Rhythm/Blues	25-54	2.6	13	3.4	10
WYJZ-FM			2000	Smooth Jazz	35-64	1.9	16	2.8	11
WTLC-AM(/5/)			(pending)	Young Gospel	25-54	1.8	17	1.4	17

Market(/1/)	January-December 2000 Radio One Market Revenue: Share	Rank
Washington, DC		

WKYS-FM	5.6	8
WMMJ-FM	3.5	15
WYCB-AM	n/a(/2/)	n/a(/2/)
WOL-AM	0.4	21
Los Angeles		
KKBT-FM	4.3	10
Detroit		
WDTJ-FM	3.1	14
WDMK-FM	0.5	20
WCHB-AM	n/a(/2/)	n/a(/2/)
Atlanta		7
WHTA-FM	3.7	12
WAMJ-FM	1.3	15
Philadelphia		
WPHI-FM	2.1	7
WPLY-FM	3.9	13
Houston		
KMJQ-FM	6.6	5
KBXX-FM	6.6	6
Miami		
WVCG-AM	n/a(/2/)	n/a(/2/)
Baltimore		
WERQ-FM	13.4	n/a(/4/)
WWIN-FM	9.1	n/a(/4/)
WOLB-AM	0.4	n/a(/4/)
WWIN-AM	0.3	n/a(/4/)
Dallas		
KBFB-FM	0.7	29
KTXQ-FM	2.7	15
St. Louis		
WFUN-FM	0.2	20
Cleveland		
WENZ-FM	3.7	11
WERE-AM	0.9	17
WZAK-FM	7.8	6
WJMO-AM	0.7	18
Boston		
WBOT-FM	n/a(/2/)	n/a(/2/)
WILD-AM	n/a(/2/)	n/a(/2/)
Richmond		
WCDX-FM(/5/)	11.6	2
WKJS-FM	6.8	9
WPZE-FM(/5/)	1.5	13
WPLZ-FM(/5/)	1.3	14
WGCV-AM	n/a(/2/)	n/a(/2/)
Charlotte		
WCCJ-FM	2.1	14
Raleigh-Durham		
WQOK-FM	8.7	6
WFXK-FM	4.2(/6/)	10(/6/)
WFXC-FM	n/a(/6/)	n/a(/6/)
WNNL-FM	3.8	11
Cincinnati		
WIZF-FM	4.7	10
WDBZ-AM(/7/)	0.0	18
Columbus		
WCKX-FM	7.5	6
WXMG-FM	1.7	13
WJYD-FM	0.2	19
Indianapolis(/9/)		
WHHH-FM	3.9	n/a(/4/)
WTLC-FM(/10/)	1.3	n/a(/4/)
WYJZ-FM	0.8	n/a(/4/)
WTLC-AM(/5/)	n/a(/2/)	n/a(/2/)

Market(/1/)	1999 Market Rank Metro Population	1999 Market Rank Radio Revenue	Year Acquired	Format	Target Age Demo-Graphic	Four Book Average Audience Share in 12+ Demo-Graphic	Four Book Average Audience Rank in 12+ Demo-Graphic	Four Book Average Audience Share in Target Demo-Graphic	Four Book Average Audience Rank in Target Demo-Graphic
Augusta(/11/)	114	115							
WAEG-FM			2000	R&B/Oldies	25-54	0.7	19	0.6	18(t)
WAEJ-FM			2000	R&B/Oldies	25-54	0.4	21(t)	0.3	20(t)
WAKB-FM			2000	Urban AC	25-54	4.1	8(t)	5.8	7
WFXA-FM			2000	Urban	18-34	7.6	3	12.7	1(t)
WTHB-AM			2000	Gospel	35-64	3.0	14	3.3	11(t)
Dayton	56	56							
WGTZ-FM			(pending)	CHR	18-34	4.5	7	7.0	6
WING-FM			(pending)	Classic Rock	25-54	4.6	8	6.7	6
WING-AM			(pending)	News/Sports/Talk	25-54	0.6	21	0.7	19
WKSW-FM			(pending)	Country	25-54	1.4	16(t)	1.1	16(t)
Louisville	53	46							
WDJX-FM			(pending)	Top 40	18-34	8.6	3	12.4	1
WBLO-FM(/13/)			(pending)	Urban	18-34	3.0	10	5.6	6(t)
WGZB-FM			(pending)	Urban	18-34	5.4	5	7.9	4
WULV-FM			(pending)	Soft AC	25-54	2.4	12(t)	3.0	12
WMJM-FM			(pending)	R&B/Oldies	25-54	2.8	11	3.5	10
WLRS-FM			(pending)	Alternative	18-34	2.4	12(t)	5.7	5
Minneapolis	17	15							
KTTB-FM			(pending)	Urban Pop	18-34	2.8(/8/)	12(/8/)	4.9(/8/)	6(t)(/8/)

Market(/1/)	January-December 2000 Radio One Market Revenue Share	January-December 2000 Radio One Market Revenue Rank
Augusta(/11/)		
WAEG-FM	0.2	15
WAEJ-FM	n/a(/12/)	n/a(/12/)
WAKB-FM	3.2	11
WFXA-FM	10.3	5
WTHB-AM	n/a(/2/)	n/a(/2/)
Dayton		
WGTZ-FM	6.5	5
WING-FM	6.3	7
WING-AM	1.2	13
WKSW-FM	2.7	10
Louisville		
WDJX-FM	11.5	3
WBLO-FM(/13/)	1.0	16
WGZB-FM	5.0	7
WULV-FM	1.2	13
WMJM-FM	1.0	15
WLRS-FM	0.7	19
Minneapolis		
KTTB-FM	0.4	16

- --------

(/1/) WJZZ-AM in Kingsley, MI and KJOI-AM in Dallas, TX are not included in the table because there are pending sale agreements for those stations and each is being operated by its prospective purchaser pursuant to a time brokerage agreement pending completion of the sale.

(/2/) Station did not report revenue to Miller Kaplan or Hungerford during calendar year 2000.

(/3/) Arbitron does not publish ratings information for this station.

(/4/) In the Baltimore market, WERQ-FM and WOLB-AM jointly report revenue to Hungerford, as do WWIN-FM and WWIN-AM. WHHH-FM, WTLC-FM and WYJZ-FM in the Indianapolis market jointly report revenue to Miller Kaplan. In each case, the January-December 2000 Radio One Market Revenue Share percentages for these stations reflect the proportional contribution by such station to the joint revenue reported to Hungerford or Miller Kaplan.

(/5/) Station is being operated by us pursuant to a time brokerage agreement while our acquisition of the station is pending.

(/6/) WFXK-FM and WXFC-FM in the Raleigh-Durham market simulcast all of their programming and jointly report revenue to Miller Kaplan. Because the joint revenue is not allocable among the stations, for purposes of this table, all of the WFXK-FM /WXFC-FM jointly reported revenue has been attributed to WFXK-FM.

(/7/) We will operate WDBZ-AM pursuant to a time brokerage agreement upon completion of the pending Blue Chip Broadcasting, Inc. acquisition.

(/8/) Arbitron 4-Book Survey information is not available for this station; the chart reflects rating share and rank information from the Arbitron

Fall 2000 Survey.

(/9/) W53AV, the low power television station that we acquired in Indianapolis in June 2000, is not included in this table.

(/10/) Formerly WBKS-FM.

(/11/) For the Augusta market, Arbitron issues its radio market survey reports on a semi-annual basis, rather than a quarterly basis as in our other markets. Accordingly, the four book average ratings data for the Augusta stations is based on the four most recent semi-annual surveys ending with the Fall 2000 survey.

(/12/) WAEG-FM and WAEJ-FM in the Augusta market simulcast all of their programming and jointly report revenue to Miller Kaplan. Because the joint revenue is not allocable among the stations, for purposes of this table, all of the WAEG-FM /WAEJ-FM jointly reported revenue has been attributed to WAEG-FM.

(/13/) Upon completion of the Blue Chip Broadcasting, Inc. transaction, we will either acquire WBLO-FM or acquire an option to purchase it.

Advertising Revenue

Substantially all of our net broadcast revenue is generated from the sale of local and national advertising for broadcast on our radio stations. Additional net broadcast revenue is generated from network compensation payments and other miscellaneous transactions. Local sales are made by the sales staffs located in our markets. National sales are made by firms specializing in radio advertising sales on the national level, in exchange for a commission from Radio One that is based on a percentage of our net broadcast revenue from the advertising obtained. Approximately 72% of our net broadcast revenue for the year ended December 31, 2000, was generated from the sale of local advertising and 28% from sales to national advertisers. The balance of net broadcast

revenue is derived from network advertising, tower rental income and ticket and other revenue related to special events hosted by Radio One.

We believe that advertisers can reach the African-American community more cost effectively through radio broadcasting than through newspapers or television. Advertising rates charged by radio stations are based primarily on:

- a radio station's audience share within the demographic groups targeted by the advertisers,

- the number of radio stations in the market competing for the same demographic groups, and

- the supply and demand for radio advertising time.

Advertising rates are generally highest during the morning and afternoon commuting hours.

A radio station's listenership is reflected in ratings surveys that estimate the number of listeners tuned to a radio station and the time they spend listening to that radio station. Each radio station's ratings are used by its advertisers to consider advertising with the radio station, and are used by us to chart audience growth, set advertising rates and adjust programming.

Strategic Diversification

We will continue to evaluate potential radio acquisitions in African-American markets. We are also exploring opportunities in other forms of media to apply our expertise in marketing to African-Americans. Such opportunities could include outdoor advertising in urban environments, an urban-oriented Internet strategy, an urban-oriented radio network, cable networks, music production, publishing and other related businesses.

We have entered into an exclusive programming agreement with XM Satellite Radio, Inc. to provide African-American oriented programming to be broadcast on XM Satellite's digital audio radio service, which is expected to be available in 2001.

We have also invested, together with most other publicly-traded radio companies, in a private placement for iBiquity Digital Corporation (formerly USA Digital Radio, Inc.), a leading developer of in-band on-channel digital audio broadcast technology. This technology could enable radio broadcasters to convert from analog to digital broadcasting within the existing frequency allocation of their AM and FM stations. In conjunction with this investment, Alfred C. Liggins, III, the Chief Executive Officer and President of Radio One, became a board member of iBiquity Digital Corporation.

Additionally, we have invested in PNE Media Holdings, LLC, a privately-held outdoor advertising company with a presence in several of the markets in which we own radio stations.

In 1999, we invested a combination of cash and advertising time in aka.com, LLC, an aggregator of web sites devoted to hip hop culture. In conjunction with this investment, our Chief Financial Officer, Scott R. Royster, became a director of aka.com, LLC.

In 1999 and 2000, we invested a combination of cash and advertising time in NetNoir, Inc., the owner and operator of an Internet web site targeting African-Americans.

In 2000, we invested a combination of cash and advertising time in New Urban Entertainment Television, an urban-oriented cable television programmer.

In 2000, we committed to invest cash in Quetzal/J.P. Morgan Partners, L.P., which is an entity formed for the purpose of investing in minority-owned telecommunications entities. Many other major radio broadcasters have also committed to invest in Quetzal/J.P. Morgan Partners, L.P.

We recently invested cash in SMR Acquisition Corp., a company that provides program research services to radio stations. In conjunction with the investment, we received the right to appoint one member of SMR Acquisition Corp.'s board of directors. We have not yet exercised our director appointment right.

Competition

The radio broadcasting industry is highly competitive. Radio One's stations compete for audiences and advertising revenue with other radio stations and with other media such as television, newspapers, direct mail and outdoor advertising, some of which may be controlled by horizontally-integrated companies. Audience ratings and advertising revenue are subject to change and any adverse change in a market could adversely affect our net broadcast revenue in that market. If a competing station converts to a format similar to that of one of our stations, or if one of our competitors strengthens its operations, our stations could suffer a reduction in ratings and advertising revenue. Other radio companies which are larger and have more resources may also enter markets where we operate. Although we believe our stations are well positioned to compete, we cannot assure you that our stations will maintain or increase their current ratings or advertising revenue.

The radio broadcasting industry is also subject to rapid technological change, evolving industry standards and the emergence of new media technologies. Several new media technologies are being developed, including the following:

- audio programming by cable television systems, direct broadcast satellite systems, Internet content providers (both landline and wireless) and other digital audio broadcast formats;

- satellite digital audio radio service, which could result in the near-term introduction of several new subscriber-based satellite radio services with numerous channels and sound quality equivalent to that of compact discs;

- in-band on-channel digital radio, which could provide multi-channel, multi-format digital radio services in the same bandwidth currently occupied by traditional AM and FM radio services; and

- low power FM radio, which could result in additional FM radio broadcast outlets that are designed to serve localized areas.

We are party to a programming agreement with a satellite digital audio radio service and have also invested in a developer of digital audio broadcast technology. However, we cannot assure you that these arrangements will be successful or enable us to adapt effectively to these new media technologies. We also cannot assure you that we will continue to have the resources to acquire other new technologies or to introduce new services that could compete with other new technologies.

Antitrust

An important part of our growth strategy is the acquisition of additional radio stations. The agencies responsible for enforcing the federal antitrust laws, the Federal Trade Commission or the Department of Justice, may investigate certain acquisitions. After the passage of the Telecommunications Act of 1996, the Department of Justice became more aggressive in reviewing proposed acquisitions of radio stations. The Justice Department is particularly aggressive when the proposed buyer already owns one or more radio stations in the market of the station it is seeking to buy. The Justice Department has challenged a number of radio broadcasting transactions. Some of those challenges ultimately resulted in consent decrees requiring, among other things, divestitures of certain stations. In general, the Justice Department has more closely scrutinized radio broadcasting acquisitions that result in local market shares in excess of 40% of radio advertising revenue.

We cannot predict the outcome of any specific Department of Justice or FTC investigation. Any decision by the Department of Justice or FTC to challenge a proposed acquisition could affect our ability to consummate an acquisition or to consummate it on the proposed terms. For an acquisition meeting certain size thresholds, the Hart-Scott-Rodino Act requires the parties to file Notification and Report Forms concerning antitrust issues with the Department of Justice and the FTC and to observe specified waiting period requirements before consummating the acquisition. If the investigating agency raises substantive issues in connection with a proposed transaction, then the parties frequently engage in lengthy discussions or negotiations with the investigating agency concerning possible means of addressing those issues, including restructuring the proposed acquisition or

divesting assets. In addition, the investigating agency could file suit in federal court to enjoin the acquisition or to require the divestiture of assets, among other remedies. Acquisitions that are not required to be reported under the Hart-Scott-Rodino Act may be investigated by the Department of Justice or the FTC under the antitrust laws before or after consummation. In addition, private parties may under certain circumstances bring legal action to challenge an acquisition under the antitrust laws. As part of its increased scrutiny of radio station acquisitions, the Department of Justice has stated publicly that it believes that local marketing agreements, joint sales agreements, time brokerage agreements and other similar agreements customarily entered into in connection with radio station transfers could violate the Hart-Scott-Rodino Act if such agreements take effect prior to the expiration of the waiting period under the Hart-Scott-Rodino Act. Furthermore, the Department of Justice has noted that joint sales agreements may raise antitrust concerns under Section 1 of the Sherman Act and has challenged joint sales agreements in certain locations. As indicated above, the Department of Justice also has stated publicly that it has established certain revenue and audience share concentration benchmarks with respect to radio station acquisitions, above which a transaction may receive additional antitrust scrutiny. However, to date, the Department of Justice has also investigated transactions that do not meet or exceed these benchmarks and has cleared transactions that do exceed these benchmarks.

Similarly, the FCC staff has adopted procedures to review proposed radio broadcasting transactions even if the proposed acquisition otherwise complies with the FCC's ownership limitations. In particular, the FCC may invite public comment on proposed radio transactions that the FCC believes, based on its initial analysis, may present ownership concentration concerns in a particular local radio market. In March 2001, however, the FCC Commissioners expressed their intent to eliminate delays in the staff's review of transactions that might involve concentration of market share but are otherwise consistent with the radio ownership limits set forth in the Communications Act.

Federal Regulation of Radio Broadcasting

The radio broadcasting industry is subject to extensive and changing regulation by the FCC of programming, technical operations, employment and other business practices. The FCC regulates radio broadcast stations pursuant to the Communications Act. The Communications Act permits the operation of radio broadcast stations only in accordance with a license issued by the FCC upon a finding that the grant of a license would serve the public interest, convenience and necessity. The Communications Act provides for the FCC to exercise its licensing authority to provide a fair, efficient and equitable distribution of broadcast service throughout the United States. Among other things, the FCC:

- assigns frequency bands for radio broadcasting;

- determines the particular frequencies, locations, operating power, and other technical parameters of radio broadcast stations;

- issues, renews, revokes and modifies radio broadcast station licenses;

- establishes technical requirements for certain transmitting equipment used by radio broadcast stations;

- adopts and implements regulations and policies that directly or indirectly affect the ownership, operation, program content and employment and business practices of radio broadcast stations; and

- has the power to impose penalties, including monetary forfeitures, for violations of its rules and the Communications Act.

The Communications Act prohibits the assignment of an FCC license, or other transfer of control of an FCC licensee, without the prior approval of the FCC. In determining whether to grant requests for consents to assignments or transfers, and in determining whether to grant or renew a radio broadcast license, the FCC considers a number of factors pertaining to the licensee (and any proposed licensee), including restrictions on foreign ownership, compliance with FCC media ownership limits and other FCC rules, the character of the licensee and those persons holding attributable interests in the licensee, and compliance with the Anti-Drug Abuse Act of 1988.

The following is a brief summary of certain provisions of the Communications Act and specific FCC rules and policies. This summary does not purport to be a complete listing of all of the regulations and policies affecting radio stations and is qualified in its entirety by the text of the Communications Act, the FCC's rules and regulations, and the rulings and public notices of the FCC. You should refer to the Communications Act and these FCC notices, rules and rulings for further information concerning the nature and extent of federal regulation of radio broadcast stations.

A licensee's failure to observe the requirements of the Communications Act or FCC rules and policies may result in the imposition of various sanctions, including admonishment, fines, the grant of renewal terms of less than eight years, the grant of a license with conditions or, for particularly egregious violations, the denial of a license renewal application, the revocation of an FCC license or the denial of FCC consent to acquire additional broadcast properties.

Congress and the FCC have had under consideration or reconsideration, and may in the future consider and adopt, new laws, regulations and policies regarding a wide variety of matters that could, directly or indirectly, affect the operation, ownership and profitability of our radio stations, result in the loss of audience share and advertising revenue for our radio broadcast stations or affect our ability to acquire additional radio broadcast stations or finance such acquisitions. Such matters may include:

- changes to the license authorization and renewal process;
- proposals to impose spectrum use or other fees on FCC licensees;
- fees for radio stations streaming audio over the Internet;
- restatement in revised form of the FCC's equal employment opportunity rules;
- proposals to change rules relating to political broadcasting including proposals to grant free air time to candidates, and other changes regarding program content;
- proposals to restrict or prohibit the advertising of beer, wine and other alcoholic beverages;
- technical and frequency allocation matters;
- the implementation of digital audio broadcasting on both a satellite and terrestrial basis;
- changes in broadcast multiple ownership, foreign ownership, cross-ownership and ownership attribution policies, including the definition of the local market for multiple ownership purposes;
- proposals to allow telephone companies to deliver audio and video programming to homes in their service areas; and
- proposals to alter provisions of the tax laws affecting broadcast operations and acquisitions.

Finally, the FCC has adopted procedures for the auction of broadcast spectrum in circumstances where two or more parties have filed applications for new stations or for major changes in existing stations that are mutually exclusive. Such procedures may limit our efforts to modify or expand the broadcast signals of our stations.

We cannot predict what changes, if any, might be adopted, nor can we predict what other matters might be considered in the future, nor can we judge in advance what impact, if any, the implementation of any particular proposals or changes might have on our business.

FCC Licenses

The Communications Act provides that a broadcast station license may be granted to any applicant if the public interest, convenience and necessity will be served thereby, subject to certain limitations. In making licensing determinations, the FCC considers an applicant's legal, technical, financial and other qualifications. The

FCC grants radio broadcast station licenses for specific periods of time and, upon application, may renew them for additional terms. A station may continue to operate beyond the expiration date of its license if a timely filed license renewal application is pending. Under the Communications Act, radio broadcast station licenses may be granted for a maximum term of eight years.

Generally, the FCC renews radio broadcast licenses without a hearing upon a finding that:

- the radio station has served the public interest, convenience and necessity;

- there have been no serious violations by the licensee of the Communications Act or FCC rules and regulations; and

- there have been no other violations by the licensee of the Communications Act or FCC rules and regulations which, taken together, indicate a pattern of abuse.

After considering these factors, the FCC may grant the license renewal application with or without conditions, including renewal for a term less than the maximum otherwise permitted, or hold an evidentiary hearing.

In addition, the Communications Act authorizes the filing of petitions to deny a license renewal application during specific periods of time after a renewal application has been filed. Interested parties, including members of the public, may use such petitions to raise issues concerning a renewal applicant's qualifications. If a substantial and material question of fact concerning a renewal application is raised by the FCC or other interested parties, or if for any reason the FCC cannot determine that grant of the renewal application would serve the public interest, convenience and necessity, the FCC will hold an evidentiary hearing on the application. If as a result of an evidentiary hearing the FCC determines that the licensee has failed to meet the requirements specified above and that no mitigating factors justify the imposition of a lesser sanction, then the FCC may deny a license renewal application. Only after a license renewal application is denied will the FCC accept and consider competing applications for the vacated frequency. Also, during certain periods when a renewal application is pending, the transferability of the applicant's license may be restricted. Historically, our licenses have been renewed without any conditions or sanctions imposed. However, there can be no assurance that the licenses of each of our stations will be renewed or will be renewed without conditions or sanctions.

The FCC classifies each AM and FM radio station. An AM radio station operates on either a clear channel, regional channel or local channel. A clear channel is one on which AM radio stations are assigned to serve wide areas, particularly at night. Clear channel AM radio stations are classified as either: (1) Class A radio stations, which operate unlimited time and are designed to render primary and secondary service over an extended area, or (2) Class B radio stations, which operate unlimited time and are designed to render service only over a primary service area. Class D radio stations, which operate either daytime, during limited times only, or unlimited time with low nighttime power, may operate on the same frequencies as clear channel radio stations. A regional channel is one on which Class B and Class D AM radio stations may operate and serve primarily a principal center of population and the rural areas contiguous to it. A local channel is one on which AM radio stations operate unlimited time and serve primarily a community and the suburban and rural areas immediately contiguous to it. A Class C AM radio station operates on a local channel and is designed to render service only over a primary service area that may be reduced as a consequence of interference.

The minimum and maximum facilities requirements for an FM radio station are determined by its class. FM class designations depend upon the geographic zone in which the transmitter of the FM radio station is located. In general, commercial FM radio stations are classified as follows, in order of increasing power and antenna height: Class A, B1, C3, B, C2, C1, C0 and C. The FCC recently adopted a new rule that subjects Class C FM stations that do not satisfy a certain antenna height requirement to an involuntary downgrade in class to Class C0 under certain circumstances.

The following table sets forth information with respect to each of our radio stations, including the additional radio stations we have agreed to purchase in Richmond, three of which are currently operated pursuant to a local marketing agreement, and the radio stations to be acquired from Blue Chip. A broadcast station's market may be different from its community of license. "ERP" refers to the effective radiated power of an FM radio station. "HAAT" refers to the antenna height above average terrain of an FM radio station. The coverage of an AM radio station is chiefly a function of the power of the radio station's transmitter, less dissipative power losses and any directional antenna adjustments. For FM radio stations, signal coverage area is chiefly a function of the ERP of the radio station's antenna and the HAAT of the radio station's antenna. The height of an AM radio station's antenna is measured in meters and the height of an FM radio station's antenna is measured by reference to HAAT.

Market	Station Call Letters	Year of Acquisition	FCC Class	ERP (FM) Power (AM) in Kilowatts	Antenna Height (AM) HAAT (FM) in Meters	Operating Frequency	Expiration Date of FCC License
Washington, DC	WOL-AM	1980	C	1.0	90.8	1450 kHz	10/01/2003
	WMMJ-FM	1987	A	2.9	146.0	102.3 MHz	10/01/2003
	WKYS-FM	1995	B	24.0	215.0	93.9 MHz	10/01/2003
	WYCB-AM	1998	C	1.0	81.9	1340 kHz	10/01/2003
Los Angeles	KKBT-FM	2000	B	5.3	916.0	100.3 MHz	12/01/2005
Detroit	WDTJ-FM	1998	B	20.0	221.0	105.9 MHz	10/01/2004
	WCHB-AM	1998	B	50.0	71.1	1200 kHz	10/01/2004
	WJZZ-AM	1998	D	50.0	177.2	1210 kHz	10/01/2004
	WDMK-FM	1998	B	50.0	152.0	102.7 MHz	10/01/2004
Atlanta	WHTA-FM	1999	C3	7.9	175.0	97.5 MHz	04/01/2004
	WAMJ-FM	1999	C3	25.0	98.0	107.5 MHz	04/01/2004
Philadelphia	WPHI-FM	1997	A	0.3(/1/)	305.0	103.9 MHz	08/01/2006
	WPLY-FM	2000	B	35.0	183.0	100.3 MHz	08/01/2006
Houston	KMJQ-FM	2000	C	100.0	524.0	102.1 MHz	08/01/2005
	KBXX-FM	2000	C	100.0	585.0	97.9 MHz	08/01/2005
Miami	WVCG-AM	2000	B	1.0	90.0	1080 kHz	02/01/2004
Baltimore	WWIN-AM	1992	C	1.0	102.5	1400 kHz	10/01/2003
	WWIN-FM	1992	A	3.0	91.0	95.9 MHz	10/01/2003
	WOLB-AM	1993	D	1.0	103.5	1010 kHz	10/01/2003
	WERQ-FM	1993	B	37.0	174.0	92.3 MHz	10/01/2003
Dallas	KBFB-FM	2000	C	100.0	491.0	97.9 MHz	08/01/2005
	KTXQ-FM	2001	C	100.0	578.0	94.5 MHz	08/01/2005
	KJOI-AM	2000	B	50.0	96.0	1190 kHz	08/01/2005
St. Louis	WFUN-FM	1999	A	6.0	100.0	95.5 MHz	12/01/2004
Cleveland	WERE-AM	1999	B	5.0	200.0	1300 kHz	10/01/2004
	WENZ-FM	1999	B	16.0	272.0	107.9 MHz	10/01/2004
	WZAK-FM	2000	B	27.5	189.0	93.1	10/01/2004
	WJMO-AM	2000	C	1.0	190.9	1490 kHz	10/01/2004
Boston	WBOT-FM	1999	A	2.7	150.0	97.7 MHz	04/01/2006
	WILD-AM	2001	D	1.0	101.3	1090 kHz	04/01/2006
Richmond	WKJS-FM	1999	C1	100.0	299.0	104.7 MHz	10/01/2003
	WCDX-FM	(pending)	B1	4.5	235.0	92.1 MHz	10/01/2003
	WPZE-FM	(pending)	A	6.0	100.0	99.3 MHz	10/01/2003
	WPLZ-FM	(pending)	A	2.3	162.0	105.7 MHz	10/01/2003
	WGCV-AM	(pending)	C	1.0	181.5	1240 kHz	10/01/2003
Charlotte	WCCJ-FM	2000	A	6.0	100.0	92.7 MHz	12/01/2003
Raleigh-Durham	WQOK-FM	2000	C1	100.0	299.0	97.5 MHz	12/01/2003
	WFXK-FM	2000	C1	100.0	299.0	107.1 MHz	12/01/2003
	WFXC-FM	2000	A	2.59	153.0	104.3 MHz	12/01/2003
	WNNL-FM	2000	C3	7.9	176.0	103.9 MHz	12/01/2003
Cincinnati	WIZF-FM	(pending)	A	1.25	155.0	100.9 MHz	10/01/2004
	WDBZ-AM	(pending)	C	1.0	89.6	1230 kHz	10/01/2004
Columbus	WCKX-FM	(pending)	A	1.9	126.0	107.5 MHz	10/01/2004
	WXMG-FM	(pending)	A	2.59	154.0	98.9 MHz	10/01/2004
	WJYD-FM	(pending)	A	6.0	100.0	106.3 MHz	10/01/2004
Indianapolis	WHHH-FM	2000	A	3.3	87.0	96.3 MHz	08/01/2004
	WTLC-FM	2000	A	6.0	85.0	106.7 MHz	08/01/2004
	WYJZ-FM	2000	A	6.0	100.0	100.9 MHz	08/01/2004
	WTLC-AM	(pending)	B	5.0	221.0	1310 kHz	08/01/2004
Augusta	WAEG-FM	2000	A	3.0	100.0	92.3 MHz	04/01/2004
	WAEJ-FM	2000	A	6.0	100.0	100.9 MHz	04/01/2004
	WAKB-FM	2000	C3	0.75	416.0	96.7 MHz	04/01/2004
	WFXA-FM	2000	A	6.0	92.0	103.1 MHz	04/01/2004
	WTHB-AM	2000	D	5.0	154.9	1550 kHz	04/01/2004
Dayton	WGTZ-FM	(pending)	B	40.0	168.0	92.9 MHz	10/01/2004
	WING-FM	(pending)	B	50.0	150.0	102.9 MHz	10/01/2004
	WING-AM	(pending)	B	5.0	200.0	1410 kHz	10/01/2004
	WKSW-FM	(pending)	A	3.2	124.0	101.7 MHz	10/01/2004

Market	Station Call Letters	Year of Acquisition	FCC Class	ERP (FM) Power (AM) in Kilowatts	Antenna Height (AM) HAAT (FM) in Meters	Operating Frequency	Expiration Date of FCC License
Louisville	WDJX-FM	(pending)	B	24.0	218.0	99.7 MHz	08/01/2004
	WBLO-FM	(pending)	A	3.0	100.0	104.3 MHz	08/01/2004
	WGZB-FM	(pending)	A	3.0	100.0	96.5 MHz	08/01/2004
	WULV-FM	(pending)	A	4.3	87.0	102.3 MHz	08/01/2004
	WMJM-FM	(pending)	A	2.0	59.0	101.3 MHz	08/01/2004
	WLRS-FM	(pending)	A	1.55	136.0	105.1 MHz	08/01/2004
Minneapolis	KTTB-FM	(pending)	C1	100.0	176.0	96.3 MHz	04/01/2005

- --------
(/1/)WPHI-FM operates with facilities equivalent to 3 kW at 100 meters.

Ownership Matters. The Communications Act requires prior approval of the FCC for the assignment of a broadcast license or the transfer of control of a corporation or other entity holding a license. In determining whether to approve an assignment of a radio broadcast license or a transfer of control of a broadcast licensee, the FCC considers, among other things:

- the financial and legal qualifications of the prospective assignee or transferee, including compliance with FCC restrictions on non-U.S. citizen or entity ownership and control;

- compliance with FCC rules, regulations and policies, including rules limiting the common ownership of media properties in a given market;

- the history of compliance with FCC operating rules; and

- the "character" qualifications of the transferee or assignee and the individuals or entities holding "attributable" interests in them.

To obtain the FCC's prior consent to assign or transfer a broadcast license, appropriate applications must be filed with the FCC. If the application to assign or transfer the license involves a substantial change in ownership or control of the licensee, for example, the transfer or acquisition of more than 50% of the voting stock, the application must be placed on public notice for a period of 30 days during which petitions to deny the application may be filed by interested parties, including members of the public. Informal objections may be filed any time until the FCC acts upon the application. If an assignment application does not involve new parties, or if a transfer of control application does not involve a "substantial change" in ownership or control, it is a pro forma application, which is not subject to the public notice and 30-day petition to deny procedure. The pro forma application is nevertheless subject to informal objections that may be filed any time until the FCC acts on the application. If the FCC grants an assignment or transfer application, interested parties have 30 days from public notice of the grant to seek reconsideration of that grant. The FCC usually has an additional ten days to set aside such grant on its own motion. When ruling on an assignment or transfer application, the FCC is prohibited from considering whether the public interest might be served by an assignment or transfer to any party other than the assignee or transferee specified in the application.

Under the Communications Act, a broadcast license may not be granted to or held by any persons who are not U.S. citizens, whom the Communications Act and FCC rules refer to as "aliens," including any corporation that has more than 20% of its capital stock owned or voted by non-U.S. citizens or entities or their representatives, by foreign governments or their representatives, or by non-U.S. corporations. Furthermore, the Communications Act provides that no FCC broadcast license may be granted to or held by any corporation directly or indirectly controlled by any other corporation of which more than 25% of its capital stock is owned of record or voted by non-U.S. citizens or entities or their representatives, or foreign governments or their representatives or by non-U.S. corporations, if the FCC finds the public interest will be served by the refusal or revocation of such license. These restrictions apply in modified form to other forms of business organizations, including partnerships and limited liability companies. Thus, the licenses for our stations could be revoked if more than 25% of our outstanding capital stock is issued to or for the benefit of non-U.S. citizens.

The FCC generally applies its other broadcast ownership limits to "attributable" interests held by an individual, corporation, partnership or other association or entity, including limited liability companies. In the case of a corporation holding broadcast licenses, the interests of officers, directors and those who, directly or indirectly have the right to vote five percent or more of the stock of a licensee corporation are generally deemed attributable interests, as are positions as an officer or director of a corporate parent of a broadcast licensee. The FCC treats all partnership interests as attributable, except for those limited partnership interests that under FCC policies are considered "insulated" from "material involvement" in the management or operation of the media-related activities of the partnership. The FCC currently treats limited liability companies like limited partnerships for purposes of attribution. Stock interests held by insurance companies, mutual funds, bank trust departments and certain other passive investors that hold stock for investment purposes only become attributable with the ownership of 20% or more of the voting stock of the corporation holding broadcast licenses. The FCC recently revoked a rule that formerly provided that interests of minority shareholders in a corporation were not attributable if a single entity or individual held 50% or more of that corporation's voting stock. In revoking the rule, the FCC has, however, grandfathered as nonattributable those minority stock interests that were held as of the date of the FCC's order.

To assess whether a voting stock interest in a direct or an indirect parent corporation of a broadcast licensee is attributable, the FCC uses a "multiplier" analysis in which non-controlling voting stock interests are deemed proportionally reduced at each non-controlling link in a multi-corporation ownership chain. A time brokerage agreement with another radio station in the same market creates an attributable interest in the brokered radio station as well for purposes of the FCC's local radio station ownership rules, if the agreement affects more than 15% of the brokered radio station's weekly broadcast hours.

Debt instruments, non-voting stock, options and warrants for voting stock that have not yet been exercised, and insulated limited partnership interests where the limited partner is not "materially involved" in the media-related activities of the partnership generally do not subject their holders to attribution.

The FCC has adopted a rule, known as the equity-debt-plus or EDP rule, that causes certain creditors or investors to be attributable owners of a station, regardless of whether there is a single majority shareholder or other applicable exception to the FCC's attribution rules. Under this new rule, a major programming supplier or a same-market media entity will be an attributable owner of a station if the supplier or same-market media entity holds debt or equity, or both, in the station that is greater than 33% of the value of the station's total debt plus equity. For purposes of the EDP rule, equity includes all stock, whether voting or nonvoting, and equity held by insulated limited partners in limited partnerships. Debt includes all liabilities, whether long-term or short-term. A major programming supplier includes any programming supplier that provides more than 15% of the station's weekly programming hours. A same-market media entity includes any holder of an attributable interest in a media company, including broadcast stations, cable television and newspapers, located in the same market as the station, but only if the holder's interest is attributable under an FCC attribution rule other than the EDP rule.

The FCC's rules also specify other exceptions to these general principles for attribution.

The Communications Act and FCC rules generally restrict ownership, operation or control of, or the common holding of attributable interests in:

- radio broadcast stations above certain numerical limits serving the same local market;
- radio broadcast stations and television broadcast stations serving the same local market; and
- radio broadcast station and a daily newspaper serving the same local market.

These rules include specific signal contour overlap standards to determine compliance, and the FCC defined market will not necessarily be the same market used by Arbitron, Neilsen or other surveys, or for purposes of the HSR Act.

Under these "cross-ownership" rules, we, absent waivers, would not be permitted to own a radio broadcast station and acquire an attributable interest in any daily newspaper in the same market where we then owned any radio broadcast station. Our stockholders, officers or directors, absent a waiver, may not hold an attributable interest in a daily newspaper in those same markets.

Under the revised radio/television cross-ownership rule, a single owner may own up to two television stations, consistent with the FCC's rules on common ownership of television stations, together with one radio station in all markets. In addition, an owner will be permitted to own additional radio stations, not to exceed the local ownership limits for the market, as follows:

- In markets where 20 media voices will remain after the consummation of the proposed transaction, an owner may own an additional five radio stations, or, if the owner only has one television station, an additional six radio stations; and

- In markets where 10 media voices will remain after the consummation of the proposed transaction, an owner may own an additional three radio stations.

A "media voice" includes each independently-owned and operating full power television and radio station and each daily newspaper that has a circulation exceeding 5% of the households in the market, plus one voice for all cable television systems operating in the market.

Although current FCC nationwide radio broadcast ownership rules allow one entity to own, control or hold attributable interests in an unlimited number of FM radio stations and AM radio stations nationwide, the Communications Act and the FCC's rules limit the number of radio broadcast stations in local markets in which a single entity may own an attributable interest as follows:

- In a radio market with 45 or more commercial radio stations, a party may own, operate or control up to eight commercial radio stations, not more than five of which are in the same service (AM or FM).

- In a radio market with 30 to 44 commercial radio stations, a party may own, operate or control up to seven commercial radio stations, not more than four of which are in the same service (AM or FM).

- In a radio market with 15 to 29 commercial radio stations, a party may own, operate or control up to six commercial radio stations, not more than four of which are in the same service (AM or FM).

- In a radio market with 14 or fewer commercial radio stations, a party may own, operate or control up to five commercial radio stations, not more than three of which are in the same service (AM or FM), except that a party may not own, operate, or control more than 50 percent of the radio stations in such market.

The FCC staff has notified the public of its intention to review transactions that comply with these numerical ownership limits but that might involve undue concentration of market share. In connection with this, the FCC has invited comment on the impact of concentration in public notices concerning proposed transactions, and has delayed or refused its consent in some cases because of revenue concentration. In March 2001, the FCC Commissioners expressed their intent to eliminate delays in the FCC's review of transactions that might involve concentration of market share but are otherwise consistent with the radio ownership limits set forth in the Communications Act.

The FCC has also retained discretion to review individual cases that present unusual cross-interest relationships on a case-by-case basis.

Because of these multiple and cross-ownership rules, if a stockholder, officer or director of Radio One holds an "attributable" interest in Radio One, such stockholder, officer or director may violate the FCC's rules if such person or entity also holds or acquires an attributable interest in other television, radio stations or daily newspapers, depending on their number and location. If an attributable stockholder, officer or director of Radio One violates any of these ownership rules, we may be unable to obtain from the FCC one or more authorizations needed to conduct our radio station business and may be unable to obtain FCC consents for certain future acquisitions.

Programming and Operations. The Communications Act requires broadcasters to serve the "public interest." The FCC gradually has relaxed or eliminated many of the more formalized procedures it developed to promote the broadcast of certain types of programming responsive to the needs of a radio station's community of license. Nevertheless, a broadcast licensee continues to be required to present programming in response to community problems, needs and interests and to maintain certain records demonstrating its responsiveness. The FCC will consider complaints from listeners about a broadcast station's programming when it evaluates the licensee's renewal application, but listeners' complaints also may be filed and considered at any time. Such complaints are required to be placed in a station's public file. Stations also must pay regulatory and application fees, and follow various FCC rules that regulate, among other things, political advertising, the broadcast of obscene or indecent programming, sponsorship identification, the broadcast of contests and lotteries and technical operation, including limits on human exposure to radio frequency radiation.

In December 2000, the United States Copyright Office ruled that broadcasters that simulcast (by a process known as streaming) their over-the-air signals on the Internet would incur copyright liability for the use of copyrighted materials, including music programming, with such liability perhaps extending retroactively to 1998. The Copyright Office intends to hold arbitration hearings, scheduled to begin in July 2001, to determine copyright royalty fees for Internet streaming. In response to the Copyright Office's December 2000 ruling, the National Association of Broadcasters filed suit in federal court seeking to overturn the ruling. We cannot predict the outcome of the proceeding, which does not affect our over-the-air broadcasting operations, or the amount of copyright liability we might incur as a result of the streaming activity that we engaged in prior to the December 2000 ruling, or such ruling's affect on our future streaming activity. Internet streaming is not currently and has not been a material part of our operations.

The FCC requires that licensees not discriminate in hiring practices, develop and implement programs designed to promote equal employment opportunities and submit reports to the FCC on these matters annually and in connection with each license renewal application. The FCC's employment rules, as they related to outreach efforts for recruitment of minorities and the reporting of such outreach efforts, however, were struck down as unconstitutional by the U.S. Court of Appeals for the D.C. Circuit. Therefore, on January 20, 2000, the FCC adopted new rules prohibiting employment discrimination by broadcast stations on the basis of race, religion, color, national origin, and gender; and requiring broadcasters to implement programs to promote equal employment opportunities at their stations. The rules generally require broadcast stations to disseminate information about job openings widely so that all qualified applicants, including minorities and women, have an adequate opportunity to compete for the job. Broadcasters may fulfill this requirement by sending the station's job vacancy information to organizations that request it, participating in community outreach programs, or designing an alternative recruitment program. Broadcasters with five or more full-time employees must place in their public files annually a report detailing their recruitment efforts and must file a statement with the FCC certifying compliance with the rules every two years. Broadcasters with ten or more full-time employees must file their annual reports with the FCC midway through their license term. Broadcasters also must file employment information with the FCC annually for statistical purposes. The FCC recently suspended the effectiveness of its EEO rules in response to a January 16, 2001, decision of the Court of Appeals for the District of Columbia Circuit, which vacated the FCC's employment rules. The FCC has sought partial rehearing of the Court of Appeals ruling and other parties have sought rehearing of the entire ruling.

The FCC rules also prohibit a broadcast licensee from simulcasting more than 25% of its programming on another radio station in the same broadcast service (that is, AM/AM or FM/FM). The simulcasting restriction applies if the licensee owns both radio broadcast stations or owns one and programs the other through a local marketing agreement, and only if the contours of the radio stations overlap in a certain manner.

From time to time, complaints may be filed against Radio One's radio stations alleging violations of these or other rules. In addition, the FCC recently has proposed to establish a system of random audits to ensure and verify licensee compliance with FCC rules and regulations. Failure to observe these or other rules and policies

can result in the imposition of various sanctions, including fines or conditions, the grant of "short" (less than the maximum eight year) renewal terms or, for particularly egregious violations, the denial of a license renewal application or the revocation of a license.

Local Marketing Agreements. Often radio stations enter into local marketing agreements or time brokerage agreements. These agreements take various forms. Separately owned and licensed radio stations may agree to function cooperatively in programming, advertising sales and other matters, subject to compliance with the antitrust laws and the FCC's rules and policies, including the requirement that the licensee of each radio station maintain independent control over the programming and other operations of its own radio station. One type of time brokerage agreement is a programming agreement between two separately owned radio stations that serve a common service area whereby the licensee of one radio station programs substantial portions of the broadcast day of the other licensee's radio station, subject to ultimate editorial and other controls being exercised by the radio station licensee, and sells advertising time during these program segments. The FCC has held that such agreements do not violate the Communications Act as long as the licensee of the radio broadcast station that is being substantially programmed by another entity (1) remains ultimately responsible for, and maintains control over, the operation of its radio station, and (2) otherwise ensures the radio station's compliance with applicable FCC rules and policies.

A radio broadcast station that brokers time on another radio broadcast station or enters into a time brokerage agreement with a radio broadcast station in the same market will be considered to have an attributable ownership interest in the brokered radio station for purposes of the FCC's local ownership rules if the time brokerage arrangement covers more than 15% of the brokered station's weekly broadcast hours. As a result, a radio broadcast station may not enter into a time brokerage agreement that allows it to program more than 15% of the broadcast time, on a weekly basis, of another local radio broadcast station that it could not own under the FCC's local multiple ownership rules. Attribution for radio time brokerage agreements applies to all of the FCC's multiple ownership rules applicable to radio stations (daily newspaper/radio cross-ownership and radio/television cross-ownership) and not only the local radio ownership rules. Also, FCC rules prohibit a radio broadcast station from simulcasting more than 25% of its programming on another radio broadcast station in the same broadcast service (that is, AM/AM or FM/FM) where the two radio stations serve substantially the same geographic area, whether the licensee owns both radio stations or owns one radio station and programs the other through a time brokerage agreement. Thus far, the FCC has not considered what relevance, if any, a time brokerage agreement may have upon its evaluation of a licensee's performance at renewal time.

Joint Sales Agreements. Over the past few years, a number of radio stations have entered into cooperative arrangements commonly known as joint sales agreements. While these agreements may take varying forms, under the typical joint sales agreement, a station licensee obtains, for a fee, the right to sell substantially all of the commercial advertising on a separately-owned and licensed station in the same market. The typical joint sales agreement also customarily involves the provision by the selling party of certain sales, accounting and services to the station whose advertising is being sold. The typical joint sales agreement is distinct from a local marketing agreement in that a joint sales agreement normally does not involve programming other than advertisement content.

The FCC has determined that issues of joint advertising sales should be left to enforcement by antitrust authorities, and therefore does not generally regulate joint sales practices between stations. Currently, stations for which another licensee sells time under a joint sales agreement are not deemed by the FCC to be an attributable interest of that licensee.

RF Radiation. In 1985, the FCC adopted rules based on a 1982 American National Standards Institute ("ANSI") standard regarding human exposure to levels of radio frequency ("RF") radiation. These rules require applicants for renewal of broadcast licenses or modification of existing licenses to inform the FCC at the time of filing such applications whether an existing broadcast facility would expose people to RF radiation in excess of certain limits. In 1992, ANSI adopted a new standard for RF exposure that, in some respects, was more restrictive

in the amount of environmental RF exposure permitted. The FCC has since adopted more restrictive radiation limits which became effective October 15, 1997, based in part on the revised ANSI standard, and which were to be fully complied with by September 1, 2000.

Digital Audio Radio Service. The FCC allocated spectrum to a new technology, digital audio radio service ("DARS"), to deliver satellite-based audio programming to a national or regional audience and issued regulations for a DARS service in early 1997. DARS may provide a medium for the delivery by satellite or terrestrial means of multiple new audio programming formats with compact disc quality sound to local and national audiences. The nationwide reach of satellite DARS could allow niche programming aimed at diverse communities that Radio One is targeting. It is not known at this time whether this technology also may be used in the future by existing radio broadcast stations either on existing or alternate broadcasting frequencies. Two companies that hold licenses for authority to offer multiple channels of digital, satellite-delivered S-Band aural services could compete with conventional terrestrial radio broadcasting. The licensees will be permitted to sell advertising and lease channels in these media. The FCC's rules require that these licensees launch and begin operating at least one space station by 2001 and be fully operational by 2003.

The FCC has established a Wireless Communications Service ("WCS") in the 2305-2320 and 2345-2360 MHZ bands (the "WCS Spectrum") and awarded licenses. Licensees are generally permitted to provide any fixed, mobile, radio location services, or digital satellite radio service using the WCS Spectrum.

These satellite radio services use technology that may permit higher sound quality than is possible with conventional AM and FM terrestrial radio broadcasting.

Implementation of DARS would provide an additional audio programming service that could compete with Radio One's radio stations for listeners, but the effect upon Radio One cannot be predicted.

Low Power Radio Broadcast Service. In January 2000, the FCC voted to create a class of radio stations designed to serve very localized communities or underrepresented groups within communities by authorizing two new classes of noncommercial low power FM radio stations which will be permitted to operate on commercial FM frequencies. As adopted by the FCC, there would be two types of LPFM stations, LP100 stations with power from 50 to 100 watts and a service radius of approximately 3.5 miles and LP10 stations with power from one to 10 watts and a service radius of approximately 1-2 miles. New LPFM stations would have to protect the signals of all other authorized FM stations and may be authorized on any FM frequency. Eligible licensees would be limited to noncommercial government or private educational organizations, associations or entities; non-profit entities with educational purposes; or government or non-profit entities providing local public safety or transportation services. No existing broadcasters or other media entities could own an LPFM station. For the first two years of the LPFM service, licensees would be limited to local entities headquartered within 10 miles of the LPFM station transmitter. During the first two years, no entity would be permitted to operate more than one LPFM station. After two years, the ownership limit would be five LPFM stations nationwide and after three years, the ownership limit would be 10 LPFM stations nationwide. On December 21, 2000, the President signed an appropriations bill including provisions that limited the scope of the FCC's LPFM order. The legislation included provisions affecting LPFM that, among other things, restored certain interference protection to full power FM stations in a manner that reduced the potential number of LPFM stations by approximately 75%, required the FCC to hire an independent consultant to conduct technical tests in various rural, suburban and urban areas and solicit public comment on the tests, required the FCC to submit a report to Congress on LPFM, and precluded the FCC from altering interference protection standards or expanding LPFM eligibility without additional Congressional legislation. Additional legislation has been introduced in Congress in 2001 that would have the effect of increasing the number of LPFM stations beyond those permitted by the 2000 legislation. However, the proposed legislation faces uncertain prospects. At this time, it is difficult to assess the competitive impact of any new LPFM stations. The new LPFM stations must comply with certain technical requirements aimed at protecting existing FM radio stations from interference, although the level of interference that low

power stations will cause after they begin operating is uncertain. Moreover, if low power FM stations are licensed in the markets in which we operate our stations, the low power stations may compete for listeners. The low power stations may also limit our ability to obtain new licenses or to modify existing facilities. Nevertheless, the effect of this untested newly created low power radio service on Radio One cannot be predicted.

Subsidiaries And Related Entities

Radio One has title to most of the assets used in the operations of our radio stations. The FCC licenses for the radio stations in all cases are held by direct or indirect wholly-owned subsidiaries of Radio One. In the case of three of the Washington, D.C. stations, the Los Angeles station, the Philadelphia stations, the Houston stations, the Miami station, the Baltimore stations, the Dallas stations, the St. Louis station, the Cleveland stations, one of the Boston stations, the Richmond station, the Raleigh stations and the Indianapolis stations, the FCC licenses are held by Radio One Licenses, Inc., a Delaware corporation and a wholly-owned subsidiary of Radio One that is subject to the restrictions imposed by the agreements governing our indebtedness. Radio One Licenses, Inc. holds no other material assets.

WYCB Acquisition Corporation, a Delaware corporation and a wholly-owned restricted subsidiary, holds the assets used in the operation of WYCB-AM and title to all of the outstanding capital stock of Broadcast Holdings, Inc., a District of Columbia corporation and a restricted subsidiary. The FCC licenses for WYCB-AM are held by Broadcast Holdings, Inc.

Bell Broadcasting Company, a Michigan corporation and a wholly-owned restricted subsidiary, holds the assets used in the operation of WCHB-AM, WDTJ-FM and WJZZ-AM. Bell Broadcasting Company holds title to all of the outstanding capital stock of Radio One of Detroit, Inc., a Delaware corporation and a restricted subsidiary. The FCC licenses for WCHB-AM, WDTJ-FM and WJZZ-AM are held by Radio One of Detroit, Inc. Radio One of Detroit, Inc. holds no other material assets. Allur-Detroit, Inc., a Delaware corporation and a wholly-owned restricted subsidiary, holds the assets used in the operation of station WDMK-FM. Allur-Detroit, Inc. holds title to all of the outstanding capital stock of Allur Licenses, Inc., a Delaware corporation and a restricted subsidiary. The FCC licenses for WDMK-FM are held by Allur Licenses, Inc. Allur Licenses, Inc. holds no other material assets.

Radio One of Atlanta, Inc., a Delaware corporation and a wholly-owned restricted subsidiary, holds the assets used in the operation of station WHTA-FM and some assets used in the operation of station WAMJ-FM. Radio One of Atlanta, Inc. holds title to all of the outstanding capital stock of ROA Licenses, Inc., a Delaware corporation and a restricted subsidiary. The FCC licenses for WHTA-FM are held by ROA Licenses, Inc. ROA Licenses, Inc. holds no other material assets. Dogwood Communications, Inc., a Delaware corporation and a wholly-owned restricted subsidiary, owns some of the assets used in the operation of station WAMJ-FM and all of the outstanding capital stock of Dogwood Licenses, Inc., a Delaware corporation and a restricted subsidiary. The FCC licenses for WAMJ-FM are held by Dogwood Licenses, Inc. Dogwood Licenses, Inc., holds no other material assets.

Radio One of Charlotte, LLC, a Delaware limited liability company of which Radio One is the sole member, holds the assets used in the operation of WAEG-FM, WAEJ-FM, WAKB-FM, WFXA-FM and WTHB-AM. Radio One of Charlotte, LLC holds title to all of the outstanding capital stock of Radio One of Augusta, Inc., a Delaware corporation. The FCC licenses for WAEG-FM, WAEJ-FM, WAKB-FM, WFXA-FM and WTHB-AM are held by Radio One of Augusta, Inc.

Davis Broadcasting of Charlotte, Inc., a Delaware corporation and a wholly-owned subsidiary of Radio One of Charlotte, LLC, holds the assets used in the operation of WCCJ-FM. Davis Broadcasting of Charlotte, Inc. holds title to all of the outstanding capital stock of Radio One of North Carolina, Inc. The FCC licenses for WCCJ-FM are held by Radio One of North Carolina, Inc.

Radio One of Boston, Inc., a Delaware corporation and a wholly-owned restricted subsidiary, holds the assets used in the operation of WILD-AM. Radio One of Boston holds title to all of the outstanding capital stock of Radio One of Boston Licenses, Inc., a Delaware corporation. The FCC licenses for WILD-AM held by Radio One of Boston Licenses, Inc.

The FCC licenses for radio stations included in pending acquisitions will be held by existing or to be formed subsidiaries.

Employees

As of March 1, 2001, we employed approximately 1,180 people. Our employees are not unionized except for 31 employees who are covered by collective bargaining agreements that we assumed in connection with certain of our station acquisitions. We have not experienced any work stoppages and believe relations with our employees are satisfactory. Each radio station has its own on-air personalities and clerical staff. However, in an effort to control broadcast and corporate expenses, we centralize certain radio station functions by market location. For example, in each of our markets we typically employ one General Manager who is responsible for all of our radio stations located in such market.

Industry Segments

We consider radio broadcasting to be our only business segment.

Cautionary Note Regarding Forward-Looking Statements

This document contains forward-looking statements within the meaning of Section 27A of the Securities Act and Section 21E of the Securities Exchange Act of 1934. These forward-looking statements are not historical facts, but rather are based on our current expectations, estimates and projections about Radio One's industry, our beliefs and assumptions. Words such as "anticipates," "expects," "intends," "plans," "believes," "seeks," "estimates" and similar expressions are intended to identify forward-looking statements. Because these statements apply to future events, they are subject to risks and uncertainties that could cause actual results to differ materially, including the absence of a combined operating history with an acquired company or radio station and the potential inability to integrate acquired businesses, need for additional financing, high degree of leverage, seasonality of the business, market ratings, variable economic conditions and consumer tastes, as well as restrictions imposed by existing debt and future payment obligations. Important factors that could cause actual results to differ materially are described in our reports on Forms 8-K, Forms 10-Q and other filings with the Securities and Exchange Commission.

ITEM 2. PROPERTIES AND FACILITIES

Properties

The types of properties required to support each of our radio stations include offices, studios and transmitter/antenna sites. We typically lease our studio and office space with lease terms from five to ten years in length. A station's studios are generally housed with its offices in downtown or business districts. We generally consider our facilities to be suitable and of adequate size for our current and intended purposes. We lease a majority of our main transmitter/antenna sites and when negotiating a lease for such sites we try to obtain a lengthy lease term with options to renew. In general, we do not anticipate difficulties in renewing facility or transmitter/antenna site leases or in leasing additional space or sites if required.

We own substantially all of our equipment, consisting principally of transmitting antennae, transmitters, studio equipment and general office equipment. The towers, antennae and other transmission equipment used by Radio One's stations are generally in good condition, although opportunities to upgrade facilities are periodically reviewed.

The tangible personal property owned by Radio One and the real property owned or leased by Radio One is the subject of a security interest held pursuant to the terms of our amended and restated credit agreement, dated as of July 17, 2000, under which we have borrowed $500.0 million in term loans and may borrow up to $250.0 million on a revolving basis, $62.5 million of which we had borrowed as of December 31, 2000.

ITEM 3. LEGAL PROCEEDINGS

We are involved from time to time in various routine legal and administrative proceedings and threatened legal and administrative proceedings incidental to the ordinary course of our business. We believe the resolution of such matters will not have a material adverse effect on our business, financial condition or results of operations.

ITEM 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

No matters were submitted to our stockholders for vote during the fourth quarter of 2000.

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY AND RELATED STOCKHOLDER MATTERS

Recent Sales of Unregistered Securities

On June 7, 2000, Radio One issued approximately 57,000 shares of class A common stock and 115,000 shares of class D common stock to Gregory A. Davis as partial purchase price consideration in connection with Radio One's acquisition of Davis Broadcasting, Inc. These shares were issued pursuant to the exemption from registration provided by Section 4(2) of the Securities Act.

On June 8, 2000, Radio One issued approximately 441,000 shares of class A common stock to Shirk, Inc. as partial purchase price consideration in connection with Radio One's acquisition of three radio stations and one low power television station in Indianapolis, Indiana. These shares were issued pursuant to the exemption from registration provided by Section 4(2) of the Securities Act.

On July 14, 2000, we issued 310,000 shares of our unregistered 6 1/2% Convertible Preferred Remarketable Term Income Deferrable Equity Securities (HIGH TIDES) to Credit Suisse First Boston Corporation, Deutsche Bank Securities Inc., Morgan Stanley & Co. Incorporated, Banc of America Securities LLC, and First Union Securities, Inc. and certain other initial purchasers under that certain Purchase Agreement dated July 10, 2000. These shares were issued pursuant to the exemption from registration provided by Section 4(2) of the Securities Act. Pursuant to our obligation under the Purchase Agreement, on October 11, 2000, we filed with the SEC a Registration Statement on Form S-3 to register the HIGH TIDES and shares of class D common stock into which the HIGH TIDES are convertible.

On October 18, 2000, Radio One sold to Scott R. Royster, our Chief Financial Officer and Executive Vice President, 333,334 unregistered shares of class A common stock and 666,666 unregistered shares of class D common stock, each for a purchase price of $7.00 per share. These shares were issued pursuant to the exemption from registration provided by Section 4(2) of the Securities Act.

On October 31, 2000, Radio One sold to Linda J. Eckard Vilardo, our General Counsel, Assistant Secretary and Vice President, 250,000 unregistered shares of class D common stock for a purchase price of $8.02 per share. These shares were issued pursuant to the exemption from registration provided by Section 4(2) of the Securities Act.

On February 28, 2001, Radio One issued approximately 63,500 shares of class A common stock to the Estate of H. Kendell Nash as partial purchase price consideration in connection with Radio One's acquisition of Nash Communications Corporation. These shares were issued pursuant to the exemption from registration provided by Section 4(2) of the Securities Act.

Price Range of Our Class A and Class D Common Stock

Our class A common stock is traded on The Nasdaq Stock Market's National Market under the symbol "ROIA." The tables below show, for the quarters indicated, the reported high and low bid quotes for our class A common stock on the Nasdaq Stock Market's National Market (as adjusted for our three-for-one stock split in the form of a June 6, 2000 dividend of two shares of class D common stock for each share of class A common stock outstanding on May 30, 2000 (the "Stock Split")).

	High	Low
Fiscal Year 1999		
Second Quarter (beginning May 6)	$15.67	$ 9.33
Third Quarter	$15.50	$13.21
Fourth Quarter	$32.50	$13.83

The initial public offering of our class A common stock was priced on May 5, 1999 at $8.00 per share (as adjusted for the Stock Split).

	High	Low
Fiscal Year 2000		
First Quarter	$33.77	$19.90
Second Quarter	$29.88	$15.05
Third Quarter	$32.00	$ 7.50
Fourth Quarter	$13.81	$ 5.56

Our class D common stock is traded on The Nasdaq Stock Market's National Market under the symbol "ROIAK." The table below shows, for the quarters indicated, the reported high and low bid quotes for our class D common stock on the Nasdaq Stock Market's National Market.

	High	Low
Fiscal Year 2000		
Second Quarter (beginning June 7)	$28.00	$16.31
Third Quarter	$24.50	$ 5.63
Fourth Quarter	$13.75	$ 5.56

Dividends

Since becoming a public company in May 1999, we have not declared any dividends on our common stock. We intend to retain future earnings for use in our business and do not anticipate declaring or paying any cash or stock dividends on shares of our common stock in the foreseeable future. In addition, any determination to declare and pay dividends will be made by our board of directors in light of our earnings, financial position, capital requirements, our bank credit facility, and the indenture governing our 12% Notes due 2004, and such other factors as the board of directors deems relevant. See Note 4 to the Consolidated Financial Statements of Radio One included elsewhere in this Form 10-K.

Number of Stockholders

Based upon a survey of record holders and a review of our stock transfer records, as of March 23, 2001, there were approximately 7,900 holders of Radio One's class A common stock, three holders of Radio One's class B common stock, two holders of Radio One's class C common stock, and approximately 5,500 holders of Radio One's class D common stock.

ITEM 6. SELECTED FINANCIAL DATA

The following table contains selected historical consolidated financial data with respect to Radio One. The selected historical consolidated financial data have been derived from the Consolidated Financial Statements of Radio One for each of the fiscal years for the five year period ended December 31, 2000, which have been audited by Arthur Andersen LLP, independent public accountants. The selected historical consolidated financial data should be read in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the Consolidated Financial Statements of Radio One included elsewhere in this report.

The following table includes information regarding broadcast cash flow, EBITDA, and after-tax cash flow. Broadcast cash flow consists of operating income before depreciation, amortization, local marketing agreement fees and corporate expenses. EBITDA consists of operating income before depreciation, amortization, and local marketing agreement fees. After-tax cash flow consists of income before income tax expense (benefit) and extraordinary items, minus net gain on sale of assets (net of tax) and the current income tax provision, plus depreciation and amortization expense. Although broadcast cash flow, EBITDA, and after-tax cash flow are not

measures of performance or liquidity calculated in accordance with GAAP, we believe that these measures are useful to an investor in evaluating Radio One because these measures are widely used in the broadcast industry as a measure of a radio broadcasting company's performance. Nevertheless, broadcast cash flow, EBITDA and after-tax cash flow should not be considered in isolation from or as a substitute for net income, cash flows from operating activities and other income or cash flow statement data prepared in accordance with GAAP, or as a measure of profitability or liquidity. Moreover, because broadcast cash flow, EBITDA and after-tax cash flow are not measures calculated in accordance with GAAP, these performance measures are not necessarily comparable to similarly titled measures employed by other companies.

	Fiscal Years Ended(/1/) December 31,				
	1996	1997	1998	1999	2000
	(In Thousands)				
Statement of Operations:					
Net broadcast revenue..........	$23,702	$32,367	$46,109	$81,703	$ 155,666
Station operating expenses.....	13,927	18,848	24,501	44,259	77,280
Corporate expenses.............	1,793	2,155	2,800	4,380	6,303
Depreciation and amortization..	4,262	5,828	8,445	17,073	63,207
Operating income.............	3,720	5,536	10,363	15,991	8,876
Interest expense(/2/)..........	7,252	8,910	11,455	15,279	32,407
Other income (expense), net....	(77)	415	358	2,149	20,084
Income tax (benefit) expense(/3/)	--	--	(1,575)	2,728	804
(Loss) income before extraordinary item..........	(3,609)	(2,959)	841	133	(4,251)
Extraordinary loss.............	--	1,985	--	--	--
Net (loss) income............	$(3,609)	$(4,944)	$ 841	$ 133	$ (4,251)
Net loss applicable to common stockholders................	$(3,609)	$(6,981)	$(2,875)	$(1,343)	$ (13,487)
Other Data:					
Broadcast cash flow............	$ 9,775	$13,519	$21,608	$37,444	$ 78,386
Broadcast cash flow margin(/4/)..................	41%	42%	47%	46%	50%
EBITDA (before non-cash compensation).................	$ 7,982	$11,364	$18,808	$33,289	$ 72,271
After-tax cash flow............	806	2,869	7,248	16,303	48,712
Cash interest expense(/5/).....	4,815	4,413	7,192	10,762	28,581
Capital expenditures...........	252	2,035	2,236	3,252	3,665
Balance Sheet Data (at period end):					
Cash and cash equivalents..........					$ 20,879
Intangible assets, net..........					1,637,180
Total assets..........					1,765,218
Total debt (including current portion and deferred interest)...					646,956
Preferred stock..........					--
Total stockholders' equity..........					1,057,069

- --------

(/1/)Year-to-year comparisons are significantly affected by Radio One's acquisition of various radio stations during the periods covered.

(/2/)Interest expense includes non-cash interest, such as the accretion of principal, the amortization of discounts on debt and the amortization of deferred financing costs.

(/3/)From January 1, 1996 to May 19, 1997, Radio One elected to be treated as an S corporation for U.S. federal and state income tax purposes and, therefore, generally was not subject to income tax at the corporate level during that period.

(/4/)Broadcast cash flow margin is defined as broadcast cash flow divided by net broadcast revenue.

(/5/)Cash interest expense is calculated as interest expense less non-cash interest, including the accretion of principal, the amortization of discounts on debt and the amortization of deferred financing costs, for the indicated period.

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following information should be read in conjunction with "Selected Financial Data" and the Consolidated Financial Statements and Notes thereto included elsewhere in this Form 10-K.

Introduction

The net broadcast revenue of Radio One is derived from local and national advertisers and, to a much lesser extent, ticket and other revenue related to special events sponsored by Radio One throughout the year. Our significant broadcast expenses are employee salaries and commissions, programming expenses, advertising and promotion expenses, rental of premises for studios and rental of transmission tower space and music license royalty fees. We strive to control these expenses by centralizing certain functions such as finance, accounting, legal, human resources and management information systems and the overall programming management function, as well as using our multiple stations, market presence and purchasing power to negotiate favorable rates with certain vendors and national representative selling agencies. Depreciation and amortization of costs associated with the acquisition of the stations and interest carrying charges are significant factors in determining Radio One's overall profitability.

Radio One's net broadcast revenue is affected primarily by the advertising rates our radio stations are able to charge as well as the overall demand for radio advertising time in a market. Advertising rates are based primarily on (1) a radio station's audience share in the demographic groups targeted by advertisers, as measured principally by quarterly reports developed by Arbitron, (2) the number of radio stations in the market competing for the same demographic groups, and (3) the supply of and demand for radio advertising time. Advertising rates are generally highest during morning and afternoon commuting hours. In 2000, approximately 72% of Radio One's revenue was generated from local advertising and 28% was generated from national spot advertising. The balance of 2000 revenue was generated primarily from network advertising, tower rental income and ticket and other revenue related to Radio One sponsored events.

The performance of an individual radio station or group of radio stations in a particular market is customarily measured by its ability to generate net broadcast revenue and broadcast cash flow, although broadcast cash flow is not a measure utilized under generally accepted accounting principles ("GAAP"). Broadcast cash flow should not be considered in isolation from, nor as a substitute for, operating income, net income, cash flow, or other consolidated income or cash flow statement data computed in accordance with GAAP, nor as a measure of Radio One's profitability or liquidity. Despite its limitations, broadcast cash flow is widely used in the broadcasting industry as a measure of a company's operating performance because it provides a meaningful measure of comparative radio station performance, without regard to items such as depreciation and amortization, which can vary depending upon accounting methods and the book value of assets, particularly in the case of acquisitions and corporate expenses.

Radio One's operating results in any period may be affected by advertising and promotion expenses that do not produce commensurate net broadcast revenue in the period in which such expenses are incurred. We generally incur advertising and promotion expenses in order to increase listenership and Arbitron ratings. Increased advertising revenue may wholly or partially lag behind the incurrence of such advertising and promotion expenses because Arbitron only reports complete ratings information on a quarterly basis.

In the broadcasting industry, radio stations often utilize trade or barter agreements to reduce expenses by exchanging advertising time for goods or services. In order to maximize cash revenue from our spot inventory, we minimize the use of trade agreements and have reduced trade revenue to approximately 1% of our gross revenue in 2000, down from approximately 4% in 1996.

Radio One calculates same station growth over a particular period by comparing performance of stations owned or operated under a local marketing agreement during the current period with the performance of the same stations for the corresponding period in the prior year. However, no station will be included in such a comparison unless it has been owned or operated under a local marketing agreement for at least one month of every quarter included in each of the current and corresponding prior-year periods.

RADIO ONE, INC. AND SUBSIDIARIES
RESULTS OF OPERATIONS

The following table summarizes Radio One's historical consolidated results of operations:

	Fiscal Years Ended December 31,		
	1998	1999	2000
	(In Thousands)		
Statement of Operations:			
Net broadcast revenue	$46,109	$81,703	$155,666
Station operating expenses	24,501	44,259	77,280
Corporate expenses	2,800	4,155	6,115
Stock-based compensation	--	225	188
Depreciation and amortization	8,445	17,073	63,207
Operating income	10,363	15,991	8,876
Interest expense	11,455	15,279	32,407
Other income, net	358	2,149	20,084
(Loss) income before (benefit) provision for income taxes and extraordinary item	(734)	2,861	(3,447)
Income tax (benefit) provision	(1,575)	2,728	804
(Loss) income before extraordinary item	841	133	(4,251)
Extraordinary loss	--	--	--
Net (loss) income	$ 841	$133	$ (4,251)
Net loss applicable to common stockholders	$(2,875)	$(1,343)	$(13,487)
Broadcast cash flow	$21,608	$37,444	78,386
Broadcast cash flow margin	47%	46%	50%
EBITDA	$18,808	$33,289	$ 72,271
After-tax cash flow	7,248	16,303	48,712

Fiscal Year Ended December 31, 2000 Compared to Fiscal Year Ended December 31, 1999

Net Broadcast Revenue. Net broadcast revenue increased to approximately $155.7 million for the fiscal year ended December 31, 2000 from approximately $81.7 million for the fiscal year ended December 31, 1999, or 91%. This increase in net broadcast revenue was the result of continuing broadcast revenue growth in the markets in which we have operated for at least one year, as well as from revenue contributed from radio stations acquired within the last year, particularly the stations acquired from Clear Channel Communications and AMFM.

Operating Expenses. Operating expenses increased to approximately $77.3 million for the fiscal year ended December 31, 2000 from approximately $44.3 million for the fiscal year ended December 31, 1999, or 75%. This increase in expenses was related to our rapid expansion within all of the markets in which we operate, including increased variable costs associated with increased revenue, as well as start-up and expansion expenses in our newer markets.

Corporate Expenses. Corporate expenses (including stock-based compensation) increased to approximately $6.3 million for the fiscal year ended December 31, 2000, from approximately $4.4 million for the fiscal year ended December 31, 1999, or 43%. This increase was due primarily to growth in the corporate staff consistent with our overall expansion.

Depreciation and Amortization. Depreciation and amortization increased to approximately $63.2 million for the fiscal year ended December 31, 2000, from approximately $17.1 million for the fiscal year ended December 31, 1999, or 270%. This increase was due primarily to our asset growth as well as our acquisitions in 1999 and 2000.

Operating Income. Operating income decreased to approximately $8.9 million for the fiscal year ended December 31, 2000 from approximately $16.0 million for the fiscal year ended December 31, 1999, or by 44%. This decrease was attributable to higher operating and corporate expenses as described above, as well as higher depreciation and amortization expenses associated with several of our acquisitions made within the last year.

Interest Expense. Interest expense increased to approximately $32.4 million for the fiscal year ended December 31, 2000 from approximately $15.3 million for the fiscal year ended December 31, 1999, or 112%. This increase relates primarily to additional borrowings made in the third quarter of 2000 in conjunction with the acquisition of radio stations from Clear Channel Communications and AMFM.

Other Income. Other income (almost exclusively interest income) increased to approximately $20.1 million for the fiscal year ended December 31, 2000 from approximately $2.1 million for the fiscal year ended December 31, 1999 or 857%. This increase was due to our high cash and investment balances following our equity offerings in November 1999, March 2000 and July 2000, as well as cash generated from operations.

(Loss) Income before (Benefit) Provision for Income Taxes. Loss before benefit for income taxes was approximately $3.4 million for the fiscal year ended December 31, 2000 compared to income before provision for income taxes of approximately $2.9 million for the fiscal year ended December 31, 1999. This loss before benefit for income taxes was due primarily to the acquisition of radio stations from Clear Channel Communications and AMFM as mentioned above.

Net (Loss) Income. Net loss was approximately $4.3 million for the twelve months ended December 31, 2000 compared to net income of approximately $133,000 for the twelve months ended December 31, 1999. This decrease in net income was due to a loss before provision for income taxes partially offset by a lower provision for income taxes than in the previous year.

Broadcast Cash Flow. Broadcast cash flow increased to approximately $78.4 million for the twelve months ended December 31, 2000 from approximately $37.4 million for the twelve months ended December 31, 1999 or 110%. This increase was attributable to the increases in broadcast revenue partially offset by higher operating expenses as described above.

Our broadcast cash flow margin increased to approximately 50% for the fiscal year ended December 31, 2000, from 46% for the fiscal year ended December 31, 1999. This overall increase for the year was the result of our growth in revenue exceeding our expense growth and the acquisition of certain radio stations with higher broadcast cash flow margins. On a same station basis, broadcast cash flow margin for the period increased to approximately 51% in 2000, from approximately 46% in 1999. The increase in those stations we have owned or operated for more than one year was the result of strong revenue gains in these more mature markets partially offset by slower expense growth in those markets.

EBITDA. Earnings before interest, taxes, depreciation, and amortization (EBITDA), and excluding non-cash compensation expense, increased to approximately $72.3 million for the twelve months ended December 31, 2000 from approximately $33.3 million for the twelve months ended December 31, 1999, or 117%. This increase was attributable to the increase in broadcast revenue partially offset by higher operating expenses and higher corporate expenses associated with our growth.

Fiscal Year Ended December 31, 1999 Compared to Fiscal Year Ended December 31, 1998

Net Broadcast Revenue. Net broadcast revenue increased to approximately $81.7 million for the fiscal year ended December 31, 1999 from approximately $46.1 million for the fiscal year ended December 31, 1998 or 77%. This increase in net broadcast revenue was the result of continuing broadcast revenue growth in all of the markets in which we have operated for at least one year as we benefitted from historical ratings increases at certain of our radio stations, improved power ratios at these stations, as well as from industry growth in each of these markets. Additional revenue gains were derived from our mid-1999 acquisitions in Cleveland and

Richmond (where we also operate stations under a time brokerage agreement) as well as the March 30, 1999 acquisition of Radio One of Atlanta, Inc.

Operating Expenses. Operating expenses increased to approximately $44.3 million for the fiscal year ended December 31, 1999 from approximately $24.5 million for the fiscal year ended December 31, 1998 or 81%. This increase in expenses was related to our rapid expansion within all of the markets in which we operate including higher costs in Washington associated with improved programming on our morning shows as well as start-up and expansion expenses in our newer markets of Detroit, Cleveland and Richmond, in particular, as well as the March 30, 1999 acquisition of Radio One of Atlanta, Inc.

Corporate Expenses. Corporate expenses (including stock-based compensation) increased to approximately $4.4 million for the fiscal year ended December 31, 1999, from approximately $2.8 million for the fiscal year ended December 31, 1998, or 57%. This increase was due primarily to growth in the corporate staff consistent with our overall expansion and costs associated with operating as a public company.

Depreciation and Amortization. Depreciation and amortization increased to approximately $17.1 million for the fiscal year ended December 31, 1999, from approximately $8.4 million for the fiscal year ended December 31, 1998, or 104%. This increase was due primarily to our asset growth as well as our acquisitions in 1998 and 1999.

Operating Income. Operating income increased to approximately $16.0 million for the fiscal year ended December 31, 1999 from approximately $10.4 million for the fiscal year ended December 31, 1998 or 54%. This increase was attributable to higher revenue as described above offset by higher depreciation and amortization expenses associated with several of our acquisitions made within the last year.

Interest Expense. Interest expense increased to approximately $15.3 million for the fiscal year ended December 31, 1999 from approximately $11.5 million for the fiscal year ended December 31, 1998 or 33%. This increase relates primarily to interest incurred on higher average borrowings outstanding under our bank credit facility as a result of borrowings to fund certain acquisitions.

Other Income. Other income increased to approximately $2.1 million for the fiscal year ended December 31, 1999 from approximately $0.4 million for the fiscal year ended December 31, 1998 or 425%. This increase was due to our higher cash balances following our two equity offerings during the year.

Income (loss) before Provision (Benefit) for Income Taxes. Income before provision (benefit) for income taxes increased to approximately $2.9 million for the fiscal year ended December 31, 1999 from a loss of approximately $0.7 million for the fiscal year ended December 31, 1998. This increase was due to higher operating and interest income partially offset by higher depreciation, amortization and interest expense, as described above.

Net Income. Net income decreased to approximately $0.1 million for the fiscal year ended December 31, 1999 from approximately $0.8 million for the fiscal year ended December 31, 1998 or 88%. The decrease in net income for the fiscal year was due to higher income before provision for income taxes in 1999 offset by an income tax provision in 1999 versus a tax benefit in 1998 related to an elimination of a deferred income tax asset valuation reserve.

Broadcast Cash Flow. Broadcast cash flow increased to approximately $37.4 million for the fiscal year ended December 31, 1999 from approximately $21.6 million for the fiscal year ended December 31, 1998 or 73%. This increase was attributable to the increases in broadcast revenue partially offset by higher operating expenses as described above.

Our broadcast cash flow margin decreased to approximately 46% for the fiscal year ended December 31, 1999, from 47% for the fiscal year ended December 31, 1998. This overall decrease for the year was the result of the acquisition of radio stations with considerably lower profit margins than those operated by us for periods

longer than one year. On a same station basis, broadcast cash flow margin for the period increased to approximately 51% in 1999 from approximately 48% in 1998. The increase in those stations we have owned or operated for more than one year was the result of strong revenue gains in these more mature markets partially offset by slower expense growth in those markets.

EBITDA. Earnings before interest, taxes, depreciation, and amortization (EBITDA), and excluding stock-based compensation expense, increased to approximately $33.3 million for the fiscal year ended December 31, 1999 from approximately $18.8 million for the fiscal year ended December 31, 1998 or 77%. This increase was attributable to the increase in broadcast revenue partially offset by higher operating expenses and higher corporate expenses, as described above.

Liquidity and Capital Resources

Our primary source of liquidity is cash provided by operations and, to the extent necessary, undrawn commitments available under our bank credit facility. Our ability to borrow in excess of the commitments set forth in our credit agreement is limited by the terms of the indenture governing our 12% Notes due 2004. Additionally, such terms place restrictions on Radio One with respect to the sale of assets, liens, investments, dividends, debt repayments, capital expenditures, transactions with affiliates, consolidation and mergers, and the issuance of equity interests among other things.

We have used, and will continue to use, a significant portion of our capital resources to consummate acquisitions. These acquisitions were or will be funded from (i) our bank credit facility, (ii) the proceeds of the historical offerings of our common stock and preferred stock, (iii) the proceeds of future common and/or preferred stock, and/or debt offerings, and (iv) internally generated cash flow.

Radio One's balance of cash and cash equivalents was approximately $20.9 million as of December 31, 2000, and approximately $6.2 million as of December 31, 1999. This increase in cash resulted primarily from our equity offerings in March 2000 and July 2000, as well as higher cash from operations. We have entered into a bank credit facility under which we have borrowed $500.0 million in term loans and may borrow up to $250.0 million on a revolving basis, and which we have historically drawn down as capital was required, primarily for acquisitions. On December 31, 2000, $137.5 million was available to be drawn down from our bank credit facility, of which we had drawn down $62.5 million.

Net cash flow from operating activities increased to approximately $55.7 million for the fiscal year ended December 31, 2000, from approximately $18.2 million for the fiscal year ended December 31, 1999, or 206%. This increase was primarily due to lower net income and an increase in trade account receivables more than offset by higher non-cash expenses and an increase in payables. Non-cash expenses of depreciation and amortization increased to approximately $63.2 million for fiscal year ended December 31, 2000, from approximately $17.1 million for the fiscal year ended December 31, 1999, or 270%, due primarily to our acquisitions in 2000, particularly the Clear Channel and AMFM acquisitions. Non-cash expenses of amortization of debt financing costs, unamortized discount and deferred interest decreased to approximately $2.8 million for the fiscal year ended December 31, 2000, from approximately $4.6 million for the fiscal year ended December 31, 1999, or 39%, due primarily to the terms of the 12% Notes due 2004.

Net cash flow used in investing activities increased to approximately $1,220.0 million for the fiscal year ended December 31, 2000, compared to approximately $346.6 million for the fiscal year ended December 31, 1999, or 252%. During the fiscal year ended December 31, 2000, we used $1,469.6 million of cash to acquire radio stations or make deposits on radio stations we have agreed to acquire. Additionally, we sold $256.4 million worth of short-term investment securities, made purchases of capital equipment totaling approximately $3.7 million and made approximately $1.2 million worth of investments in other companies. During the fiscal year ended December 31, 1999, we used $85.4 million of cash to acquire radio stations or make deposits on radio stations we had agreed to acquire and made net purchases of capital equipment totaling approximately $3.3 million.

Net cash flow from financing activities was approximately $1,179.0 million for the fiscal year ended December 31, 2000. During the fiscal year ended December 31, 2000, we completed a common stock offering and a convertible preferred stock offering and raised approximately $635.9 million net of offering costs. Also during the fiscal year ended December 31, 2000, we borrowed approximately $570.0 million to fund various acquisitions and repaid $7.6 million worth of debt with cash from operations and from our two equity offerings. In conjunction with these borrowings and our 12% Notes due 2004, we incurred approximately $6.2 million in deferred debt financing costs. During the fiscal year ended December 31, 1999 we completed our initial public stock offering and a follow-on stock offering and raised approximately $412.0 million net of offering costs. Also during the fiscal year ended December 31, 1999 we borrowed approximately $75.7 million to fund various acquisitions and repaid $128.8 million worth of debt with cash from operations and from our two equity offerings. In conjunction with these borrowings and our 12% Notes due 2004, we incurred approximately $0.6 million in deferred debt financing costs. Additionally, during the fiscal year ended December 31, 1999, we repaid approximately $28.2 million of Cumulative Redeemable Preferred Stock with proceeds from our initial public offering. As a result, cash and cash equivalents increased by approximately $14.7 million during the fiscal year ended December 31, 2000, compared to an increase of approximately $1.8 million during the fiscal year ended December 31, 1999.

We continuously review, and are currently reviewing, opportunities to acquire additional radio stations, primarily in the top 50 African-American markets. As of the date of this report, other than the pending transactions with Blue Chip Broadcasting, Inc., EMMIS Communications and Sinclair Telecable, Inc., we have no written or oral understandings, letters of intent or contracts to acquire radio stations. We anticipate that any future radio station acquisitions would be financed through funds generated from operations, equity financings, permitted debt financings, debt financings through unrestricted subsidiaries or a combination of these sources. However, there can be no assurance that financing from any of these sources, if available, will be available on favorable terms.

Management believes that, based on current levels of operations and anticipated internal growth, cash flow from operations together with other available sources of funds will be adequate for the foreseeable future to consummate the acquisitions of radio stations we have agreed to acquire, to make required payments of interest on Radio One's indebtedness, to fund anticipated capital expenditures and working capital requirements and to enable us to comply with the terms of our debt agreements. Our ability to meet our debt service obligations and reduce our total debt, and our ability to refinance the 12% Notes due 2004 at or prior to their scheduled maturity date in 2004, will depend upon our future performance which, in turn, will be subject to general economic conditions and to financial, business and other factors, including factors beyond our control. For 2001, we anticipate maintenance capital expenditures to be between $4.0 million and $5.0 million and total capital expenditures to be between $6.0 million and $7.0 million. The 12% Notes due 2004 are redeemable on or after May 15, 2001. The Company may redeem these notes during 2001 through the issuance of new debt at a lower interest rate.

Recent Accounting Pronouncements

The Financial Accounting Standards Board (FASB) has issued an Exposure Draft, Proposed Statement of Financial Accounting Standards, Business Combinations and Intangible Assets--Accounting for Goodwill. The Exposure Draft contains the FASB's tentative decisions about requiring the use of a non-amortization approach to account for certain purchased intangible assets. Under the non-amortization approach, certain intangible assets would be tested for impairment, rather than being amortized to earnings.

2001 Outlook

The following table contains our revenue, cash flow and earnings guidance, as of February 8, 2001, for the twelve month period ending December 31, 2001. These estimates are based on current Generally Accepted Accounting Principles (GAAP) for the treatment of goodwill and other intangibles and do not consider any

impact of the current Financial Accounting Standards Board (FASB) project on Business Combinations that may change the accounting treatment of goodwill and other intangibles, effectively increasing reported earnings per share for companies such as ours. We anticipate recording approximately $110.0 million of annual amortization of goodwill and FCC licenses in 2001. These estimates include expected results for only those stations owned and/or operated by us on the date of this report and only take into account our current capital structure and assume current interest rate levels in order to compute expected interest expense for the periods in question.

Radio One, Inc. 2001 Guidance
(in millions, except per share data)

	Q1	Q2	Q3	Q4	FY
Net revenue	$ 49.5	$ 67.4	$ 71.0	$ 70.4	$258.1
Operating expenses	28.0	31.0	31.4	30.9	121.1
Broadcast cash flow(/1/)	21.5	36.4	39.7	39.5	137.0
Corporate Overhead	1.8	1.8	2.0	2.0	7.5
EBITDA(/2/)	19.7	34.6	37.7	37.5	129.5
Interest	15.0	14.2	13.9	13.6	56.9
Depreciation and amortization	30.0	30.0	30.0	30.0	120.0
Tax benefit	8.3	3.3	2.2	2.2	16.0
Net loss	(17.7)	(7.0)	(4.7)	(4.6)	(34.0)
Preferred Dividends	$ 5.0	$ 5.0	$ 5.0	$ 5.0	$ 20.2
After-tax cash flow(/3/)	1.2	16.6	19.3	19.3	56.4
Avg. shares outstanding (basic)	86.5	86.7	87.0	87.2	87.0
Avg. shares outstanding (diluted)	87.0	87.0	87.5	87.5	87.5
Per Share Amounts Diluted:					
Net loss	$(0.20)	$(0.08)	$(0.05)	$(0.05)	$(0.39)
After-tax cash flow	0.01	0.19	0.22	0.22	0.65

- --------
(/1/)Operating income excluding depreciation, amortization, corporate overhead, non-recurring items and other non-cash charges.
(/2/)Broadcast cash flow less corporate overhead.
(/3/)Income before income taxes and extraordinary items plus depreciation, amortization and non-cash compensation, less the current income tax liability (or plus benefit) and less preferred stock dividends.

We estimate that Blue Chip Broadcasting, Inc. will have $11.5 million in broadcast cash flow for all of 2001 and that the broadcast cash flow margins in 2001 for the stations we will own and/or operate as a result of our acquisition of Blue Chip will be in the low 30% range.

Impact of Inflation

We believe that inflation has not had a material impact on our results of operations for each of our fiscal years in the three-year period ended December 31, 2000. However, there can be no assurance that future inflation would not have an adverse impact on our operating results and financial condition.

Seasonality

Seasonal net broadcast revenue fluctuations are common in the radio broadcasting industry and are due primarily to fluctuations in advertising expenditures by local and national advertisers. Radio One's first fiscal quarter generally produces the lowest net broadcast revenue for the year.

Overview of Risks

Our future operating results could be adversely affected by a number of risks and uncertainties, certain of which are described below. The risks and uncertainties described below are not the only risks we face. Additional

risks and uncertainties not currently known to us or that we currently deem immaterial may impair our business operations. If any of the risks described below actually occur, our business, results of operations and financial condition could be materially and adversely affected.

- We may have difficulty integrating the operations, systems and management of the stations that we have recently acquired or agreed to acquire.

- We may not successfully identify and consummate future acquisitions.

- Acquired stations may not increase our broadcast cash flow or yield other anticipated benefits.

- Required regulatory approvals may result in unanticipated delays in completing acquisitions.

- The loss of key personnel could disrupt the management of our business, including impairing our ability to execute our acquisition and operating strategies and lowering our standing in the radio broadcast industry.

- We compete for advertising revenue against radio stations and other media, many of which have greater resources than we do.

- Our bank credit facility and the agreements governing our other outstanding debt contain covenants that restrict, among other things, our ability to incur additional debt, pay cash dividends, purchase our capital stock, make capital expenditures, make investments or other restricted payments, swap or sell assets, engage in transactions with related parties, secure non-senior debt with our assets, or merge, consolidate or sell all or substantially all of our assets.

- Our bank credit facility requires that we obtain our banks' consent for acquisitions that do not meet specific criteria. These restrictions may make it more difficult to pursue our acquisition strategy. Our bank credit facility also requires that we maintain specific financial ratios. Events beyond our control could affect our ability to meet those financial ratios, and we cannot assure you that we will meet them.

- A portion of the loans under our bank credit facility in the amount of $150.0 million will be due in February 2002, and the remainder of the loans under our bank credit facility will be due in August 2007. A breach of any of the covenants contained in our bank credit facility could allow our lenders to declare all amounts outstanding under our bank credit facility to be immediately due and payable. In addition, our banks could proceed against the collateral granted to them to secure that indebtedness. If the amounts outstanding under our bank credit facility are accelerated, we cannot assure you that our assets will be sufficient to repay in full the money owed to the banks or to our other debt holders.

- Our substantial level of indebtedness could adversely affect us for various reasons, including limiting our ability to:

  - obtain additional financing for working capital, capital expenditures, acquisitions, debt payments or other corporate purposes;

  - have sufficient funds available for operations, future business opportunities or other purposes;

  - compete with competitors that have less debt than we do; and

  - react to changing market conditions, changes in our industry and economic downturns.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURE ABOUT MARKET RISK

We do not have significant interest rate risk related to our Notes due 2004, which have an interest rate of 12%. We do not have foreign currency risk as we have no foreign operations. We do not have any derivative commodity instruments or other financial instruments such as foreign currency forwards, futures and options, and foreign currency denominated debt. The Company has entered into swap agreements to reduce exposure to interest rate fluctuations on certain commitments. We do not have commodity price risk or other relevant market risks.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

The consolidated financial statements of Radio One required by this item are filed with this report on Pages F-1 to F-21.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

PART III

ITEM 10. DIRECTORS AND EXECUTIVE OFFICERS OF THE REGISTRANT

The information with respect to directors and executive officers required by this Item 10 is incorporated in this report by reference to the information set forth under the caption "Nominees for Class A Director," "Nominees for Other Director," and "Executive Officers" in our proxy statement for the 2001 Annual Meeting of Stockholders to be held during June 2001, which is expected to be filed with the Commission within 120 days after the close of our fiscal year.

ITEM 11. COMPENSATION OF DIRECTORS AND EXECUTIVE OFFICERS

The information required by this Item 11 is incorporated in this report by reference to the information set forth under the caption "Compensation of Directors and Executive Officers" in the 2001 proxy statement. The sections entitled "Report of the Compensation Committee of the Board on Executive Compensation" and "Stockholder Return and Performance Presentation" in the 2001 proxy statement are not incorporated herein by reference.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The information required by this Item 12 is incorporated in this report by reference to the information set forth under the caption "Principal Stockholders" in the 2001 proxy statement.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

The information required by this Item 13 is incorporated in this report by reference to the information set forth under the caption "Certain Relationships and Related Transactions" in the 2001 proxy statement.

PART IV

ITEM 14. EXHIBITS, FINANCIAL STATEMENT SCHEDULES, AND REPORTS ON FORM 8-K

(a)(1) Financial Statements

The following financial statements required by this item are submitted in a separate section beginning on page F-1 of this report:

Index to Financial Statements
Report of Independent Public Accountants
Consolidated Balance Sheets as of December 31, 1999 and 2000
Consolidated Statements of Operations for the years ended December 31, 1998, 1999 and 2000
Consolidated Statements of Changes in Stockholders' Equity for the years ended December 31, 1998, 1999 and 2000
Consolidated Statements of Cash Flows for the years ended December 31, 1998, 1999 and 2000
Notes to Consolidated Financial Statements

(a)(2) EXHIBITS: The following exhibits are filed as part of this annual statement.

Exhibit Number	Description
3.1	Amended and Restated Certificate of Incorporation of Radio One, Inc. (dated as of May 4, 2000), as filed with the State of Delaware on May 9, 2000 (incorporated by reference to Radio One's Quarterly Report on Form 10-Q for the period ended March 31, 2000 (File No. 000-25969; Film No. 631638)).
3.1.1	Certificate of Amendment (dated as of September 21, 2000) of the Amended and Restated Certificate of Incorporation of Radio One, Inc. (dated as of May 4, 2000), as filed with the State of Delaware on September 21, 2000 (incorporated by reference to Radio One's Current Report on Form 8-K filed October 6, 2000 (File No. 000-25969; Film No. 736375)).
3.2	Amended and Restated By-laws of Radio One, Inc., amended as of September 15, 2000 (incorporated by reference to Radio One's Current Report on Form 8-K filed October 6, 2000 (File No. 000-25969; Film No. 736375)).
3.3	Certificate Of Designations, Rights and Preferences of the 6 1/2% Convertible Preferred Securities Remarketable Term Income Deferrable Equity Securities (HIGH TIDES) of Radio One, Inc., as filed with the State of Delaware on July 13, 2000 (incorporated by reference to Radio One's Quarterly Report on Form 10-Q for the period ended June 30, 2000 (File No. 000-25969; Film No. 698190)).
4.1	Indenture dated as of May 15, 1997 among Radio One, Inc., Radio One Licenses, Inc. and United States Trust Company of New York (incorporated by reference to Radio One's Annual Report on Form 10-K for the period ended December 31, 1997 (File No. 333-30795; Film No. 98581327)).
4.2	First Supplemental Indenture dated as of June 30, 1998, to Indenture dated as of May 15, 1997, by and among Radio One, Inc., as Issuer and United States Trust Company of New York, as Trustee, by and among Radio One, Inc., Bell Broadcasting Company, Radio One of Detroit, Inc., and United States Trust Company of New York, as Trustee (incorporated by reference to Radio One's Current Report on Form 8-K filed July 13, 1998 (File No. 333-30795; Film No. 98665139)).
4.3	Second Supplemental Indenture dated as of December 23, 1998, to Indenture dated as of May 15, 1997, by and among Radio One, Inc., as Issuer and United States Trust Company of New York, as Trustee, by and among Radio One, Inc., Allur-Detroit, Allur Licenses, Inc., and United States Trust Company of New York, as Trustee (incorporated by reference to Radio One's Current Report on Form 8-K filed January 12, 1999 (File No. 333-30795; Film No. 99504706)).
4.7	Standstill Agreement dated as of June 30, 1998 among Radio One, Inc., the subsidiaries of Radio One, Inc., United States Trust Company of New York and the other parties thereto (incorporated by reference to Radio One's Quarterly Report on Form 10-Q for the period ended June 30, 1998 (File No. 333-30795; Film No. 98688998)).

Exhibit Number	Description
4.9	Stockholders Agreement dated as of March 2, 1999 among Catherine L. Hughes and Alfred C. Liggins, III (incorporated by reference to Radio One's Quarterly Report on Form 10-Q for the period ended June 30, 1999 (File No. 000-25969; Film No. 99686684)).
4.10	Registration Rights Agreement, dated as of July 14, 2000, by and among Radio One, Inc., and Credit Suisse First Boston Corporation, Deutsche Bank Securities Inc., Morgan Stanley & Co. Incorporated, Bank of America Securities LLC, and First Union Securities, Inc., as the Initial Purchases of Radio One, Inc.'s 6 1/2% Convertible Preferred Securities Remarketable Term Income Deferrable Equity Securities (HIGH TIDES) (incorporated by reference to Radio One's Quarterly Report on Form 10-Q for the period ended June 30, 2000 (File No. 000-25969; Film No. 698190)).
4.11	Remarketing Agreement, dated as of July 14, 2000, by and among Radio One, Inc., American Stock Transfer & Trust Co., as Tender Agent and Credit Suisse First Boston Corporation, as Remarketing Agent, for Radio One, Inc.'s 6 1/2% Convertible Preferred Securities Remarketable Term Income Deferrable Equity Securities (HIGH TIDES) (incorporated by reference to Radio One's Quarterly Report on Form 10-Q for the period ended June 30, 2000 (File No. 000-25969; Film No. 698190)).
4.12	Global Security Certificate for Radio One, Inc.'s 6 1/2% Convertible Preferred Securities Remarketable Term Income Deferrable Equity Securities (HIGH TIDES) (incorporated by reference to Radio One's Quarterly Report on Form 10-Q for the period ended June 30, 2000 (File No. 000-25969; Film No. 698190)).
4.13	Registration Rights Agreement, dated February 7, 2001, by and between Radio One, Inc. and certain stockholders of Blue Chip Broadcasting, Inc. listed therein (incorporated by reference to Exhibit 4.1 of Radio One's Current Report on Form 8-K filed February 8, 2001 (File No. 000-25969; Film No. 1528282)).
10.1	Office Lease dated February 3, 1997 between National Life Insurance Company and Radio One, Inc. for premises located at 5900 Princess Garden Parkway, Lanham, Maryland, as amended on the period ended December 31, 1997 (File No. 333-30795; Film No. 98581327)).
10.1(a)	Amendment to Office Lease dated January 22, 1999 between National Life Insurance Company and Radio One, Inc. for premises located at 5900 Princess Garden Parkway, Lanham, Maryland (incorporated by reference to Radio One's Quarterly Report on Form 10-Q for the period ended June 30, 1999 (File No. 000-25969; Film No. 99686684)).
10.3	Office Lease commencing November 1, 1993 between Chalrep Limited Partnership and Radio One, Inc., with respect to the property located at 100 St. Paul Street, Baltimore, Maryland (incorporated by reference to Radio One's Annual Report on Form 10-K for the period ended December 31, 1997 (File No. 333-30795; Film No. 98581327)).
10.6	Warrantholders' Agreement dated as of June 6, 1995, as amended by the First Amendment to Warrantholders' Agreement dated as of May 19, 1997, among Radio One, Inc., Radio One Licenses, Inc. and the other parties thereto (incorporated by reference to Radio One's Annual Report on Form 10-K for the period ended December 31, 1997 (File No. 333-30795; Film No. 98581327)).
10.7(a)	Second Amendment to the Warrantholders' Agreement dated as of May 3, 1999, among Radio One, Inc., Radio One Licenses, Inc. and the other parties thereto (incorporated by reference to Radio One's Quarterly Report on Form 10-Q for the period ended June 30, 1999 (File No. 000-25969; Film No. 99686684)).
10.45	Asset Purchase Agreement dated as of May 6, 1999 relating to the acquisition of WCDX-FM, licensed to Mechanicsville, Virginia, WPLZ-FM, licensed to Petersburg, Virginia, WJRV-FM licensed to Richmond, Virginia, and WGCV-AM licensed to Petersburg, Virginia (incorporated by reference to Radio One's Registration Statement on Form S-1 filed on October 25, 1999 (File No. 333-89607; Film No. 99732728)).
10.45(a)	Time Brokerage Agreement dated May 5, 1999 among Radio One, Inc. and Sinclair Telecable, Inc. Commonwealth Broadcasting, L.L.C. and Radio One, Inc. (incorporated by reference to Radio One's Quarterly Report on Form 10-Q for the period ended June 30, 1999 (File No. 000-25969; Film No. 99686684)).

Exhibit Number	Description
10.52	Asset Purchase Agreement dated as of May 24, 1999 relating to the acquisition of WBOT-FM, licensed to Brockton, Massachusetts (incorporated by reference to Radio One's Quarterly Report on Form 10-Q for the period ended June 30, 1999 (File No. 000-25969; Film No. 99686684)).
10.53	Time Brokerage Agreement dated May 24, 1999 among Radio One, Inc. and Radio Station WBOT-FM, Brockton, Massachusetts (incorporated by reference to Radio One's Quarterly Report on Form 10-Q for the period ended June 30, 1999 (File No. 000-25969; Film No. 99686684)).
10.55	Amended and Restated Employment Agreement between Radio One, Inc. and Scott R. Royster dated effective as of October 18, 2000.
10.56	Amended and Restated Employment Agreement between Radio One, Inc. and Linda J. Eckard Vilardo dated effective as of October 31, 2000.
10.57	Asset Purchase Agreement dated as of December 1, 1999 relating to the acquisition of WPLY-FM, licensed to Philadelphia, Pennsylvania (incorporated by reference to Radio One's Registration Statement on Form S-1 on February 14, 2000(File No. 333-30285; Film No. 537846)).
10.58	Asset Purchase Agreement dated as of March 11, 2000 relating to the acquisition of KMJQ-FM and KBXX-FM, licensed to Houston, Texas, WVCG(AM), licensed to Coral Gables, Florida, WZAK-FM, licensed to Cleveland, Ohio, WJMO (AM), licensed to Cleveland Heights, Ohio, KKBT-FM, licensed to Los Angeles, California, KBFB-FM, licensed to Dallas, Texas, WJMZ-FM, licensed to Anderson, South Carolina, WFXC-FM, licensed to Durham, North Carolina, WFXK-FM, licensed to Tarboro, North Carolina, WNNL-FM, licensed to Fuquay-Varina, North Carolina and WQOK-FM, licensed to South Boston, Virginia (incorporated by reference to Radio One's Quarterly Report on Form 10-Q for the period ended March 31, 2000 (File No. 000-25969; Film No. 631638)).
10.59	Agreement and Plan of Merger dated as of March 11, 2000 relating to the acquisition of WCCJ-FM, licensed to Harrisburg, North Carolina, WFXA-FM and WTHB (AM), licensed to Augusta, Georgia, WAKB-FM, licensed to Wrens, Georgia, WAEG-FM, licensed to Evans, Georgia and WAEJ-FM, licensed to Waynesboro, Georgia (incorporated by reference to Radio One's Quarterly Report on Form 10-Q for the period ended March 31, 2000 (File No. 000-25969; Film No. 631638)).
10.60	Asset Purchase Agreement dated as of March 11, 2000 relating to the acquisition of WHHH-FM, licensed to Indianapolis, Indiana, WBKS-FM, licensed to Greenwood, Indiana, WYJZ-FM, licensed to Lebanon, Indiana and W53AV, licensed to Indianapolis, Indiana (incorporated by reference to Radio One's Quarterly Report on Form 10-Q for the period ended March 31, 2000 (File No. 000-25969; Film No. 631638)).
10.61	Purchase Agreement, dated as of July 10, 2000, by and among Radio One, Inc., and Credit Suisse First Boston Corporation, Deutsche Bank Securities Inc., Morgan Stanley & Co. Incorporated, Bank of America Securities LLC, and First Union Securities, Inc., as the Initial Purchases of Radio One, Inc.'s 6 1/2% Convertible Preferred Securities Remarketable Term Income Deferrable Equity Securities (HIGH TIDES) (incorporated by reference to Radio One's Quarterly Report on Form 10-Q for the period ended June 30, 2000 (File No. 000-25969; Film No. 698190)).
10.62	Second Amended and Restated Credit Agreement, dated as of July 17, 2000, by and among Radio One, Inc., Bank of America, N.A., Credit Suisse First Boston, First Union National Bank, Toronto Dominion (Texas), Inc., Bankers Trust Company, and the Several Lenders From Time to Time Parties thereto (incorporated by reference to Radio One's Quarterly Report on Form 10-Q for the period ended September 30, 2000 (File No. 000-25969; Film No. 764960)).
10.63	Merger Agreement, dated February 7, 2001, by and among Radio One, Inc., Blue Chip Merger Subsidiary, Inc., Blue Chip Broadcasting, Inc., and certain stockholders of Blue Chip Broadcasting, Inc. listed therein (incorporated by reference to Exhibit 2.1 of Radio One's Current Report on Form 8-K filed February 8, 2001 (File No. 000-25969; Film No. 1528282)).
21.1	Subsidiaries of Radio One, Inc.
23.1	Consent of Arthur Andersen L.L.P.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized on March 30, 2001.

Radio One, Inc.

By: /s/ Scott R. Royster____________
Name: Scott R. Royster
Title: Executive Vice President,
Chief Financial Officer and
Principal Accounting Officer

Pursuant to the requirements of the Securities Act of 1934, this report has been signed below by the following persons on behalf of the registrant in the capacities indicated on March 30, 2001.

By: /s/ Catherine L. Hughes_________
Name: Catherine L. Hughes
Title: Chairperson, Director and
Secretary

By: /s/ Alfred C. Liggins, III______
Name: Alfred C. Liggins, III
Title: Chief Executive Officer,
President and Director

By: /s/ Terry L. Jones______________
Name: Terry L. Jones
Title: Director

By: /s/ Brian W. McNeill____________
Name: Brian W. McNeill
Title: Director

By: /s/ Larry D. Marcus_____________
Name: Larry D. Marcus
Title: Director

Report of Independent Public Accountants

To the Board of Directors and Stockholders of Radio One, Inc.:

We have audited the accompanying consolidated balance sheets of Radio One, Inc. (a Delaware corporation) and subsidiaries (the Company) as of December 31, 1999 and 2000, and the related consolidated statements of operations, changes in stockholders' equity and cash flows for each of the years in the three years ended December 31, 2000. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Radio One, Inc. and subsidiaries as of December 31, 1999 and 2000, and the results of their operations and their cash flows for each of the years in the three years ended December 31, 2000, in conformity with accounting principles generally accepted in the United States.

/s/ Arthur Andersen LLP

Baltimore, Maryland
February 7, 2001

RADIO ONE, INC. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS

	As of December 31, 1999	As of December 31, 2000
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	$ 6,221,000	$ 20,879,000
Investments, available for sale	256,390,000	--
Trade accounts receivable, net of allowance for doubtful accounts of $2,429,000 and $5,506,000, respectively	19,833,000	46,883,000
Prepaid expenses and other	1,035,000	6,557,000
Income tax receivable	--	2,476,000
Deferred tax asset	984,000	2,187,000
Total current assets	284,463,000	78,982,000
PROPERTY AND EQUIPMENT, net	15,512,000	33,376,000
INTANGIBLE ASSETS, net	218,460,000	1,637,180,000
OTHER ASSETS	9,101,000	15,680,000
Total assets	$527,536,000	$1,765,218,000
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Accounts payable	$ 1,663,000	$ 17,683,000
Accrued expenses	6,941,000	14,127,000
Income taxes payable	1,532,000	--
Other current liabilities	--	4,696,000
Total current liabilities	10,136,000	36,506,000
LONG-TERM DEBT AND DEFERRED INTEREST, net of current portion	82,626,000	646,956,000
DEFERRED INCOME TAX LIABILITY	14,518,000	24,687,000
Total liabilities	107,280,000	708,149,000
COMMITMENTS AND CONTINGENCIES		
STOCKHOLDERS' EQUITY:		
Convertible preferred stock, $.001 par value, 1,000,000 shares authorized and 310,000 shares issued and outstanding; liquidation preference of $1,000 per share, plus cumulative dividends at 6.5% per year, which were $9,236,0000 as of December 31, 2000	--	--
Common stock--Class A, $.001 par value, 30,000,000 shares authorized, 17,221,000 and 22,789,000 shares issued and outstanding	17,000	23,000
Common stock--Class B, $.001 par value, 30,000,000 shares authorized, 2,867,000 shares issued and outstanding	3,000	3,000
Common stock--Class C, $.001 par value, 30,000,000 shares authorized, 3,184,000 and 3,132,000 shares issued and outstanding	3,000	3,000
Common stock--Class D, $.001 par value, 150,000,000 shares authorized, 46,546,000 and 58,246,000 shares issued and outstanding	46,000	58,000
Accumulated comprehensive income adjustments	40,000	--
Stock subscriptions receivable	--	(9,005,000)
Additional paid-in capital	446,354,000	1,105,681,000
Accumulated deficit	(26,207,000)	(39,694,000)
Total stockholders' equity	420,256,000	1,057,069,000
Total liabilities and stockholders' equity	$527,536,000	$1,765,218,000

The accompanying notes are an integral part of these consolidated balance sheets.

RADIO ONE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF OPERATIONS

	For the Years Ended December 31,		
	1998	1999	2000
REVENUE:			
Broadcast revenue, including barter revenue of $644,000, $1,821,000 and $2,690,000, respectively	$52,696,000	$93,260,000	$177,219,000
Less: Agency commissions	6,587,000	11,557,000	21,553,000
Net broadcast revenue	46,109,000	81,703,000	155,666,000
OPERATING EXPENSES:			
Program and technical	8,015,000	13,576,000	23,971,000
Selling, general and administrative	16,486,000	30,683,000	53,309,000
Corporate expenses	2,800,000	4,155,000	6,303,000
Stock-based compensation	--	225,000	--
Depreciation and amortization	8,445,000	17,073,000	63,207,000
Total operating expenses	35,746,000	65,712,000	146,790,000
Operating income	10,363,000	15,991,000	8,876,000
INTEREST EXPENSE, including amortization of deferred financing costs	11,455,000	15,279,000	32,407,000
OTHER INCOME, net	358,000	2,149,000	20,084,000
(Loss) income before (benefit) provision for income taxes	(734,000)	2,861,000	(3,447,000)
(BENEFIT) PROVISION FOR INCOME TAXES	(1,575,000)	2,728,000	804,000
Net income (loss)	$ 841,000	$ 133,000	$ (4,251,000)
NET LOSS APPLICABLE TO COMMON STOCKHOLDERS	$(2,875,000)	$(1,343,000)	$(13,487,000)
BASIC AND DILUTED LOSS PER COMMON SHARE:			
Net loss	$ (.31)	$ (.08)	$ (.16)
WEIGHTED AVERAGE SHARES OUTSTANDING:			
Basic and diluted	9,392,000	48,411,000	84,540,000

The accompanying notes are an integral part of these consolidated statements.

RADIO ONE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY

	Common Stock Class A	Common Stock Class B	Common Stock Class C	Common Stock Class D	Convertible Preferred Stock	Comprehensive Income	Accumulated Comprehensive Income Adjustments	Stock Subscriptions Receivables	Additional Paid-In Capital
BALANCE, as of December 31, 1997..........	$ --	$2,000	$3,000	$10,000	$--		$ --	$ --	$ (10,000)
Net income......	--	--	--	--	--		--	--	--
Preferred stock dividends......	--	--	--	--	--		--	--	--
BALANCE, as of December 31, 1998..........	--	2,000	3,000	10,000	--		--	--	(10,000)
Comprehensive income:									
Net income......	--	--	--	--	--	$ 133,000	--	--	--
Unrealized gain on securities..	--	--	--	--	--	40,000	40,000	--	--
Comprehensive income.........						$ 173,000			
Preferred stock dividends......	--	--	--	--	--		--	--	--
Issuance of stock for acquisition....	2,000	1,000	--	6,000	--		--	--	34,185,000
Stock issued to an officer.....	--	--	--	--	--		--	--	225,000
Conversion of warrants.......	5,000	--	--	10,000	--		--	--	(15,000)
Issuance of common stock...	10,000	--	--	20,000	--		--	--	411,969,000
BALANCE, as of December 31, 1999..........	17,000	3,000	3,000	46,000	--		40,000	--	446,354,000
Comprehensive income:									
Net loss........	--	--	--	--	--	$(4,251,000)	--	--	--
Unrealized loss on securities..	--	--	--	--	--	(40,000)	(40,000)	--	--
Comprehensive income.........						$(4,291,000)			
Preferred stock dividends......	--	--	--	--	--		--	--	--
Issuance of stock for acquisition....	1,000	--	--	1,000	--		--	--	13,543,000
Stock sold to officers.......	--	--	--	1,000	--		--	(9,005,000)	9,004,000
Issuance of common stock...	5,000	--	--	10,000	--		--	--	335,967,000
Employee exercise of options........	--	--	--	--	--		--	--	878,000
Issuance of preferred stock..........	--	--	--	--	--		--	--	299,935,000
BALANCE, as of December 31, 2000..........	$23,000	$3,000	$3,000	$58,000	$--		$ --	$(9,005,000)	$1,105,681,000

	Accumulated Deficit	Total Stockholders' Equity
BALANCE, as of December 31, 1997..........	$(21,989,000)	$ (21,984,000)
Net income......	841,000	841,000
Preferred stock dividends......	(3,716,000)	(3,716,000)
BALANCE, as of		

December 31, 1998..........	(24,864,000)	(24,859,000)
Comprehensive income:		
Net income......	133,000	133,000
Unrealized gain on securities..	--	40,000
Comprehensive income.........		
Preferred stock dividends......	(1,476,000)	(1,476,000)
Issuance of stock for acquisition....	--	34,194,000
Stock issued to an officer.....	--	225,000
Conversion of warrants.......	--	--
Issuance of common stock...	--	411,999,000
BALANCE, as of December 31, 1999..........	(26,207,000)	420,256,000
Comprehensive income:		
Net loss........	(4,251,000)	(4,251,000)
Unrealized loss on securities..	--	(40,000)
Comprehensive income.........		
Preferred stock dividends......	(9,236,000)	(9,236,000)
Issuance of stock for acquisition....	--	13,545,000
Stock sold to officers.......	--	--
Issuance of common stock...	--	335,982,000
Employee exercise of options........	--	878,000
Issuance of preferred stock..........	--	299,935,000
BALANCE, as of December 31, 2000..........	$(39,694,000)	$1,057,069,000

The accompanying notes are an integral part of these consolidated statements.

RADIO ONE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

	For the Years Ended December 31,		
	1998	1999	2000
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net income (loss)	$ 841,000	$ 133,000	$ (4,251,000)
Adjustments to reconcile net income (loss) to net cash from operating activities:			
Depreciation and amortization	8,445,000	17,073,000	63,207,000
Amortization of debt financing costs, unamortized discount and deferred interest	4,110,000	4,597,000	2,839,000
Deferred income taxes and reduction in valuation reserve on deferred income taxes	(2,038,000)	(1,043,000)	8,966,000
Non-cash compensation to officer	--	225,000	--
Non-cash advertising revenue in exchange for equity investments	--	(448,000)	(683,000)
Effect of change in operating assets and liabilities-			
Trade accounts receivable, net	(1,933,000)	(5,419,000)	(25,511,000)
Prepaid expenses and other	(4,000)	(593,000)	2,586,000
Other assets	(1,391,000)	(627,000)	(281,000)
Accounts payable	830,000	369,000	11,588,000
Accrued expenses and other	439,000	3,954,000	(2,774,000)
Net cash flows from operating activities	9,299,000	18,221,000	55,686,000
CASH FLOWS FROM INVESTING ACTIVITIES:			
Purchase of property and equipment	(2,236,000)	(3,252,000)	(3,665,000)
Purchase of intangible asset	--	--	(2,000,000)
Proceeds from disposal of property and equipment	150,000	--	--
Equity investments	--	(1,275,000)	(1,185,000)
(Purchase) proceeds from sale of available for sale investments	--	(256,321,000)	256,430,000
Deposits and payments for station purchases	(59,085,000)	(85,723,000)	(1,469,603,000)
Net cash flows from investing activities	(61,171,000)	(346,571,000)	(1,220,023,000)
CASH FLOWS FROM FINANCING ACTIVITIES:			
Repayment of debt	$ (485,000)	$(128,804,000)	$ (7,599,000)
Proceeds from debt issuances	49,350,000	75,650,000	570,000,000
Deferred financing costs	(1,038,000)	(569,000)	(6,158,000)
Repayment of senior cumulative redeemable preferred stock	--	(28,160,000)	--
Proceeds from issuance of common stock, net of issuance costs	--	411,999,000	335,982,000
Proceeds from issuance of preferred stock, net of issuance costs	--	--	299,935,000
Payment of preferred stock dividends	--	--	(5,038,000)
Loans to officers	--	--	(9,005,000)
Proceeds from exercise of stock options	--	--	878,000
Net cash flows from financing activities	47,827,000	330,116,000	1,178,995,000
(DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS	(4,045,000)	1,766,000	14,658,000
CASH AND CASH EQUIVALENTS, beginning of year	8,500,000	4,455,000	6,221,000
CASH AND CASH EQUIVALENTS, end of year	$ 4,455,000	$ 6,221,000	$ 20,879,000

SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:

Cash paid for-			
Interest	$ 7,192,000	$ 10,762,000	$ 28,581,000
Income taxes	$ 338,000	$ 2,252,000	$ 5,938,000

The accompanying notes are an integral part of these consolidated statements.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 1998, 1999 and 2000

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:

Organization and Business

Radio One, Inc. (a Delaware corporation referred to as Radio One) and subsidiaries (collectively referred to as the Company) were organized to acquire, operate and maintain radio broadcasting stations. The Company owns and/or operates radio stations in the Washington, D.C.; Baltimore, Maryland; Philadelphia, Pennsylvania; Detroit and Kingsley, Michigan; Atlanta and Augusta, Georgia; Cleveland, Ohio; St. Louis, Missouri; Richmond, Virginia; Boston, Massachusetts, Charlotte and Raleigh, North Carolina; Greenville, South Carolina; Indianapolis, Indiana; Houston and Dallas, Texas; Miami, Florida; and Los Angeles, California markets.

The Company has been making and may continue to make significant acquisitions of radio stations, which may require it to incur new debt. The service of this debt could require the Company to make significant debt service payments. The Company's operating results are significantly affected by its share of the audience in markets where it has stations.

Basis of Presentation

The accompanying consolidated financial statements include the accounts of Radio One, Inc. and its wholly owned subsidiaries. All significant intercompany accounts and transactions have been eliminated in consolidation. The accompanying consolidated financial statements are presented on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States. The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities as of the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates. The significant estimates in these accompanying financial statements are the estimated useful lives on fixed and intangible assets and the reserve for uncollectible receivables.

Issuance of Stock

The Company effected an initial public offering (IPO) of common stock during May 1999, in which it sold approximately 5.4 million shares of Class A common stock. The Company completed additional offerings of common stock during November 1999 and March 2000, in which it sold approximately 5.2 million and 5.0 million shares of Class A common stock, respectively. The Company received net proceeds of approximately $748.0 million from these offerings, after deducting offerings costs, and used a portion of the proceeds to repay debt, redeem preferred stock, fund acquisitions and for other general corporate purposes.

In July 2000, the Company completed a private placement of $310.0 million of 6 1/2% Convertible Preferred Securities, at $1,000 per security, with a par value of $.001 per share. Each of these preferred securities is convertible to 53.3832 shares of Class D common stock. Issuance costs were approximately $10.1 million, including underwriting commissions.

Stock Split and Conversion

On May 22, 2000, the Company's Board of Directors declared a three-for-one stock split of Class A Common Stock in the form of a stock dividend of Class D common stock payable to shareholders of record as of May 30, 2000. All per share data in the accompanying consolidated financial statements and notes thereto have been restated to reflect this stock dividend.

The Company effected a 34,061-for-one stock split, effective May 6, 1999, in conjunction with its IPO. All share data included in the accompanying consolidated financial statements and notes thereto have been restated to reflect the stock split.

Effective February 25, 1999, the Company converted certain Class A common stock held by the principal stockholders to Class B common stock which has ten votes per share, as compared to Class A common stock which has one vote per share, and certain of their Class A common stock to Class C common stock. Class C and D common stock have no voting rights except as required by Delaware law. All share data included in the accompanying consolidated financial statements and notes thereto have been restated to reflect the stock conversion.

Cash and Cash Equivalents

Cash and cash equivalents consist of cash and money market accounts at various commercial banks. All cash equivalents have original maturities of 90 days or less. For cash and cash equivalents, cost approximates market value.

Investments

Investments as of December 31, 1999, consist of U.S. government, tax-exempt municipal and commercial securities that mature within eighteen months. Investments are classified as available for sale and are recorded at market value. The change in market value is recorded as a component of other comprehensive income in stockholders' equity.

Other Assets

As of December 31, 2000, the Company had invested $3.3 million in Net Noir, Inc., an internet portal service provider. The investment consisted of $250,000 in cash and $3.0 million in advertising on the Company's radio stations in exchange for an equity investment. The advertising provided by the Company is valued based on the valuation of the internet portal service using what other investors have paid for equity of internet portal service. This basis for the value of the advertising is not more than the Company's normal rates for this advertising.

During 2000, the Company invested approximately $500,000 in cash and $2.0 million in advertising on the Company's radio stations in exchange for an equity investment in New Urban Entertainment Television, Inc. The advertising provided by the Company is valued based on the valuation of that company, using what other investors have paid for equity in that company. This basis for the value of advertising is not more than the Company's normal rates for this advertising.

During 2000, the Company made a $1.0 million subscriber commitment in exchange for a limited partnership interest in Quetzal/Chase Communications Partners, L.P. The Company funded approximately $525,000 in cash of that commitment during the year.

As of December 31, 2000, the Company had an investment of approximately $214,000 in Ibiquity (formerly USA Digital Radio, Inc.).

During 1999, the Company made a $1.0 million investment in PNE Media Holdings, LLC., a privately-held outdoor advertising company.

The Company reviews the carrying values of its investments in privately held companies whenever events indicate that an impairment may have occurred or at least annually. In the opinion of management, the investments as of December 31, 2000 and 1999, are stated at the lower of their historical cost or estimated fair market value.

Financial Instruments

Financial instruments as of December 31, 1999 and 2000, consist of cash and cash equivalents, investments, trade accounts receivable, notes receivable (which are included in other current assets), accounts payable, accrued expenses, long-term debt and subscriptions receivable, all of which the carrying amounts approximate fair value except for the Senior Subordinated Notes as of December 31, 1999 and 2000, which have a fair value of approximately $87.7 million and $84.0 million, respectively, as compared to a carrying value of $82.5 million and $84.4 million, respectively.

Derivative Financial Instruments

During 2000, the Company entered into swap agreements to reduce exposure to interest rate fluctuations on certain debt commitments (see Note 4). Costs incurred to execute the swap agreements are deferred and amortized over the term of the swap agreements. The amounts incurred by the Company, representing the effective difference between the fixed rate under the swap agreements and the variable rate on the underlying term of the debt, are included in interest expense in the accompanying consolidated statements of operations. In the event of early termination of these swap agreements, any gains or losses would be amortized over the respective lives of the underlying debt or recognized currently if the debt is terminated earlier than initially anticipated.

Revenue Recognition

In accordance with industry practice, revenue for broadcast advertising is recognized when the commercial is broadcast.

Barter Arrangements

The Company broadcasts certain customers' advertising in exchange for equipment, merchandise and services. The estimated fair value of the equipment, merchandise or services received is recorded as deferred barter costs and the corresponding obligation to broadcast advertising is recorded as deferred barter revenue. The deferred barter costs are expensed or capitalized as they are used, consumed or received. Deferred barter revenue is recognized as the related advertising is aired.

Comprehensive Income

The Company reports comprehensive income on the statement of changes in stockholders' equity. Comprehensive income is defined as the change in equity of a business enterprise during a period from transactions and other events and circumstances from nonowner sources.

Segment Reporting

The Company believes it has only one segment, radio broadcasting. The Company came to this conclusion because the Company has one product or service, has the same type of customer and operating strategy in each market, operates in one regulatory environment, has only one management group that manages the entire

Company and provides information on the Company's results as one segment to the key decision-makers. All of the Company's revenue is derived from stations located in the United States.

Earnings Available for Common Stockholders

In July 2000, the Company completed a private placement of $310.0 million of 6.5% Convertible Preferred Securities (the Securities), at $1,000 per security. Dividends accrue on the Securities at 6.5% per annum from the date of original issuance. Dividends are paid quarterly in arrears, commencing October 15, 2000. The earnings available for common stockholders for the year ended December 31, 2000, is the net loss less the dividends of $9,236,000 accrued during 2000 on the Securities.

Additionally, the Company had certain senior cumulative redeemable preferred stock outstanding during 1998 and 1999 which paid dividends at 15% per annum (see Note 4) and was retired during 1999. The Company accreted dividends on this preferred stock, which was paid when the preferred stock was redeemed. The earnings available for common stockholders for the years ended December 31, 1998 and 1999, is the net loss or income for the year, less the accreted dividend of $3,716,000 and $1,476,000 during 1998 and 1999, respectively, on the preferred stock.

Earnings Per Share

Earnings per share are based on the weighted average number of common and diluted common equivalent shares for stock options and warrants outstanding during the period the calculation is made, divided into the earnings available for common stockholders. Diluted common equivalent shares consist of shares issuable upon the exercise of stock options and warrants, using the treasury stock method. All warrants outstanding to acquire common stock as of December 31, 1998, which were exercised concurrent with the closing of the IPO and the stock issued to an employee in January 1999 have been reflected in the calculation of earnings per share as if the stock issued was outstanding for all periods presented. As of December 31, 2000, there were approximately 1,268,000 stock options outstanding from options granted since May 1999 (see Note 6), however, the common stock equivalents of these options are not included in the diluted earnings per share as the stock options are antidilutive. The weighted average shares outstanding is calculated as follows:

	December 31,		
	1998	1999	2000
Common stock outstanding	4,716,000	16,137,000	84,540,000
Common stock issued from exercise of warrants	4,625,000	--	--
Stock issued subsequent to year-end	51,000	--	--
Weighted average shares outstanding for both basis and diluted earnings per share	9,392,000	16,137,000	84,540,000

Recent Accounting Pronouncements

The Company will adopt Statement of Financial Accounting Standards No. 133, "Accounting for Derivative Instruments and Hedging Activities" (SFAS No. 133), as amended by SFAS No. 137, "Accounting for Derivative Instruments and Hedging Activities--Deferral of the Effective Date of FASB Statement No. 133" and SFAS 138, "Accounting for Certain Derivative Instruments and Certain Hedging Activities" on January 1, 2001. This standard requires the Company to recognize all derivatives, as defined in the Statement, on the balance sheet at fair value. Derivatives, or any portion thereof, that are not effective hedges must be adjusted to

fair value through income. If derivatives are effective hedges, depending on the nature of the hedges, changes in the fair value of derivatives either will offset the change in fair value of the hedged assets, liabilities or firm commitments through earnings, or will be recognized in other comprehensive income until the hedged items are recognized in earnings. The Company estimates that the transition adjustment to implement this new standard will be an adjustment of approximately $3.9 million to other comprehensive income, a component of stockholders' equity. This transition adjustment, which related to hedges of interest rate, will be recognized as of January 1, 2001, as a cumulative effect of a change in accounting principle.

Staff Accounting Bulletin No. 101--"Revenue Recognition in Financial Statements", was introduced in 2000. This bulletin provides views on applying generally accepted accounting principles to selected revenue recognition issues. The views in this bulletin have not significantly affected the Company's revenue recognition policy.

Reclassifications

Certain reclassifications have been made to 1999 to conform to the 2000 presentation.

2. ACQUISITIONS:

On November 15, 2000, the Company completed the acquisition of WPEK-FM licensed to Seneca, South Carolina, for approximately $7.5 million. The acquisition resulted in recording approximately $7.5 million of intangible assets.

On September 25, 2000, the Company completed the acquisition of KJOI-AM (formerly KLUV-AM) licensed to Dallas, Texas, for approximately $16.0 million. The acquisition resulted in recording approximately $15.3 million of intangible assets.

On August 25, 2000, the Company completed the acquisition of twelve radio stations (KMJQ-FM and KBXX-FM licensed to Houston, Texas, WVCG-AM, licensed to Coral Gables, Florida, WZAK-FM, licensed to Cleveland, Ohio, WJMO-AM, licensed to Cleveland Heights, Ohio, KKBT-FM, licensed to Los Angeles, California, KBFB-FM, licensed to Dallas, Texas, WJMZ-FM, licensed to Anderson, South Carolina, WFXK-FM, licensed to Tarboro, North Carolina, WFXC-FM, licensed to Durham, North Carolina, WNNL-FM, licensed to Fuquay-Varina, North Carolina and WQOK-FM, licensed to South Boston, Virginia) from Clear Channel Communications, Inc. and AMFM, Inc. for approximately $1.3 billion in cash. The acquisition resulted in the recording of approximately $1.3 billion of intangible assets. In connection with this acquisition, the Company is obtaining an appraisal of all assets acquired. The Company has estimated the value of the assets acquired in this acquisition; however, this allocation is subject to modification when the appraisals are complete.

On June 8, 2000, the Company completed the acquisitions of WHHH-FM, licensed to Indianapolis, Indiana; WTLC-FM (formerly WBKS-FM), licensed to Greenwood, Indiana; WYJZ-FM, licensed to Lebanon, Indiana; and W53AV, a low-powered television station licensed to Indianapolis, Indiana, for approximately $30.0 million in cash and 441,000 shares of Class A common stock valued at approximately $10.0 million. The acquisitions resulted in the recording of approximately $49.1 million of intangible assets, which includes the recording of a deferred tax liability of $10.2 million for the difference in book and tax basis in the assets acquired from the purchase price being in excess of the net book value of the company.

On June 7, 2000, the Company completed the acquisition of Davis Broadcasting, Inc., which owns and operates radio stations WTHB-AM and WFXA-FM, licensed to Augusta, Georgia; WAEG-FM, licensed to

Evans, Georgia; WAKB-FM, licensed to Wrens, Georgia; WAEJ-FM, licensed to Waynesboro, Georgia; and WCCJ-FM, licensed to Harrisburg, North Carolina, for approximately $20.7 million in cash, 57,000 shares of Class A common stock and 115,000 shares of Class D common stock valued at approximately $3.5 million. The acquisition resulted in the recording of approximately $23.9 million of intangible assets.

On February 28, 2000, the Company acquired WPLY-FM, located in the Philadelphia, Pennsylvania, area, for approximately $80.0 million. The acquisition resulted in the recording of approximately $78.7 million of intangible assets.

On October 1, 1999, the Company acquired the assets of WBOT-FM (formerly WCAV-FM), located in the Boston, Massachusetts, metropolitan area for approximately $10.0 million. The acquisition of WBOT-FM resulted in the recording of approximately $10.0 million of intangible assets.

On July 15, 1999, the Company acquired WDYL-FM in Richmond, Virginia, for approximately $4.6 million. The acquisition resulted in the recording of approximately $4.6 million of intangible assets.

On July 1, 1999, the Company acquired WKJS-FM and WARV-FM (formerly WSOJ-FM) in Richmond, Virginia, for approximately $12.0 million, subject to certain purchase price adjustments. During 2000, the Company paid an additional $4.0 million related to the purchase price adjustments. The acquisition resulted in the recording of approximately $15.0 million of intangible assets.

On June 4, 1999, the Company acquired the assets of WFUN-FM in St. Louis, Missouri, for approximately $13.6 million. The acquisition resulted in the recording of approximately $13.2 million of intangible assets.

On May 6, 1999, the Company entered into an asset purchase agreement to acquire WCDX-FM, WJRV-FM, WPLZ-FM and WCGV-AM in Richmond, Virginia, for approximately $34.0 million. Radio One made a deposit of approximately $1,250,000 towards the purchase price that is included in other assets in the accompanying consolidated balance sheet as of December 31, 2000. The Company operates the three FM stations under a Time Brokerage Agreement (TBA) and paid approximately $1.6 million and $2.8 million in TBA fees for the years ended December 31, 1999 and 2000, respectively, that are included in interest expense in the accompanying consolidated statement of operations for the years ended December 31, 1999 and 2000.

On April 30, 1999, the Company acquired the assets of WENZ-FM and WERE-AM in Cleveland, Ohio, for approximately $20.0 million. The acquisition resulted in the recording of approximately $15.4 million of intangible assets.

On March 30, 1999, the Company acquired all of the outstanding stock of Radio One of Atlanta, Inc. (ROA), an affiliate of the Company and owner and operator of WHTA-FM in Atlanta, Georgia, for approximately 3,277,000 shares of the Company's common stock. At the time of the ROA acquisition, ROA owned approximately 33% of Dogwood Communications, Inc. (Dogwood), owner and operator of WAMJ-FM in Atlanta, Georgia. On March 30, 1999, ROA acquired the remaining approximate 67% of Dogwood for $3.6 million. The acquisition was accounted for using purchase accounting, with the portion of the excess purchase price over the net book value of the assets acquired related to the non-controlling stockholders being stepped up and that portion of the excess purchase price being recorded as goodwill. The remaining net book value of the assets acquired was recorded at historical cost. The acquisitions resulted in the recording of approximately $49.6 million of intangible assets.

On December 28, 1998, Radio One purchased all of the outstanding stock of Allur-Detroit, Inc. (Allur), which owned one radio station in Detroit, Michigan, for approximately $26.5 million. The acquisition of Allur

resulted in the recording of approximately $31.7 million of intangible assets, which includes the recording of a deferred tax liability of approximately $6.1 million for the difference in book and tax basis in the assets acquired from the Allur purchase price being in excess of the net book value of Allur.

On June 30, 1998, Radio One purchased all of the outstanding stock of Bell Broadcasting Company (Bell), which owned three radio stations in Michigan, for approximately $34.2 million. The acquisition of Bell resulted in the recording of approximately $42.5 million of intangible assets, which includes the recording of a deferred tax liability of approximately $9.4 million for the difference in book and tax basis in the assets acquired from the Bell purchase price being in excess of the net book value of Bell.

On March 16, 1998, WYCB Acquisition Corporation, a restricted subsidiary of Radio One, acquired all the stock of Broadcast Holdings, Inc., the owner of one radio station in Washington, D.C., for approximately $3.8 million. The acquisition of WYCB resulted in the recording of approximately $5.2 million of intangible assets, which includes the recording of a deferred tax liability of approximately $1.4 million for the difference in book and tax basis in the assets acquired from the WYCB purchase price being in excess of the net book value of WYCB.

The unaudited pro forma summary consolidated results of operations for the years ended December 31, 1999 and 2000, assuming that all acquisitions previously discussed which were completed during the years ended December 31, 1999 or 2000, had occurred as of January 1, 1999, are as follows:

	1999	2000
Net broadcast revenue	$201,092,000	$226,193,000
Operating expenses, excluding depreciation and amortization	108,884,000	114,868,000
Depreciation and amortization	116,670,000	122,925,000
Interest expense	60,083,000	64,825,000
Other income, net	148,000	642,000
(Benefit) provision for income taxes	--	--
Net loss	$(84,397,000)	$(75,783,000)
Net loss applicable to common stock	$(85,873,000)	$(85,019,000)
Basic and diluted loss per common share	$ (1.77)	$ (1.01)

3. FIXED AND INTANGIBLE ASSETS:

Property and equipment are recorded at cost and are being depreciated on a straight-line basis over various periods. The components of the Company's property and equipment as of December 31, 1999 and 2000, are as follows:

	1999	2000	Period of Depreciation
PROPERTY AND EQUIPMENT:			
Land and improvements	$ 2,838,000	$ 3,745,000	--
Building and improvements	434,000	1,089,000	31 years
Transmitter towers	6,080,000	12,141,000	7 or 15 years
Equipment	9,412,000	22,891,000	4 to 7 years
Leasehold improvements	2,893,000	4,028,000	Life of Lease
Construction-in-progress	839,000	1,385,000	
	22,496,000	45,279,000	
Less: Accumulated depreciation	6,984,000	11,903,000	
Property and equipment, net	$15,512,000	$33,376,000	

Depreciation expense for the fiscal years ended December 31, 1998, 1999 and 2000, was $746,000, $2,395,000 and $4,919,000, respectively.

Intangible assets are being amortized on a straight-line basis over various periods. The intangible asset balances and periods of amortization as of December 31, 1999 and 2000, are as follows:

	1999	2000	Period of Amortization
FCC broadcast license	$172,642,000	$1,612,920,000	7-15 Years
Goodwill	75,875,000	97,300,000	15 Years
Debt financing	3,755,000	9,913,000	Life of Debt
Favorable transmitter site and other intangibles	1,924,000	9,118,000	6-17 Years
Noncompete agreement	4,005,000	4,005,000	3 Years
Total	258,201,000	1,733,256,000	
Less: Accumulated amortization	39,741,000	96,076,000	
Net intangible assets	$218,460,000	$1,637,180,000	

Amortization expense for the fiscal years ended December 31, 1998, 1999 and 2000, was $7,243,000, $14,678,000 and $56,335,000, respectively. The amortization of deferred financing costs was charged to interest expense.

The Company continually monitors events and changes in circumstances which could indicate that carrying amounts of intangible assets may not be recoverable. When events or changes in circumstances are present that indicate the carrying amount of intangible assets may not be recoverable, the Company assesses the recoverability of intangible assets by determining whether the carrying value of such intangible assets will be recovered through the future cash flows expected from the use of the asset and its eventual disposition.

4. DEBT AND SENIOR SUBORDINATED NOTES:

As of December 31, 1999 and 2000, the Company's outstanding debt is as follows:

	1999	2000
Senior subordinated notes (net of $2,951,000 and $1,110,000 unamortized discounts, respectively)...	$82,526,000	$ 84,368,000
Bank credit facility..............................	--	562,500,000
Other notes payable...............................	69,000	1,000
Capital lease obligations.........................	31,000	87,000
Total, noncurrent...............................	$82,626,000	$646,956,000

Senior Subordinated Notes

To finance an acquisition and to refinance certain other debt, Radio One issued approximately $85.5 million of 12% Senior Subordinated Notes due 2004. The notes were sold at a discount, with the net proceeds to Radio One of approximately $72.8 million. The notes pay cash interest at 7% per annum through May 15, 2000, and at 12% thereafter, with the difference between the 7% cash interest and the 12% interest being accrued through May 15, 2000, and added to the principal balance. The principal balance is not due until maturity. In connection with this debt offering, Radio One retired approximately $45.6 million of debt outstanding under a bank credit agreement with the proceeds from the offering.

The 12% notes due 2004 are redeemable at any time and from time to time at the option of the Company, in whole or in part, on or after May 15, 2001 at the redemption prices set forth in the 12% notes due 2004, plus accrued and unpaid interest to the date of redemption. Upon a Change of Control (as defined in the indenture), the Company must commence an offer to repurchase the 12% notes due 2004 at 101% of the Accreted Value thereof, plus accrued and unpaid interest, if any, to the date of repurchase.

Bank Credit Facility

The Amended and Restated Credit Agreement dated July 17, 2000, provides for a new facility under which the Company can borrow up to $750.0 million from a group of banking institutions. The new bank credit facility contains covenants limiting the Company's ability to incur additional debt and additional liens, make dividend and other payments with respect to the Company's equity securities, make new investments and sell assets. This new facility also requires compliance with financial tests based on financial position and results of operations, including a leverage ratio, an interest coverage ratio and a fixed charge coverage ratio, all of which could effectively limit the Company's ability to borrow or otherwise raise funds in the credit and capital markets.

The bank credit facility consists of Term A Loans in an amount up to $350.0 million, Term B Loans in an amount up to $150.0 million and the revolving credit loans in an amount up to $250.0 million, that may be borrowed on a revolving basis. The Company has borrowed the full amount of the Term A and B Loans and $62.5 million of the revolving credit loan. The interest rate on the credit facility is LIBOR plus a spread based on the Company's leverage ratio, as defined in the credit agreement. The credit facility requires quarterly interest payments. As of December 31, 2000, $187.5 million remained available (based on various covenant restrictions) to be drawn down from the Company's $750.0 million bank credit facility.

The Company's bank credit facility and the agreements governing the other outstanding debt contain covenants that restrict, among other things, the ability of the Company to incur additional debt, pay cash

dividends, purchase capital stock, make capital expenditures, make investment or other restricted payments, swap or sell assets, engage in transactions with related parties, secure non-senior debt with assets, or merge, consolidate or sell all or substantially all of its assets. Certain assets have been pledged as collateral for outstanding debt.

Future minimum payments as of December 31, 2000, are as follows:

	Senior Subordinated Notes	Bank Credit Facility
2001	$ --	$ --
2002	--	--
2003	--	52,500,000
2004	84,368,000	52,500,000
2005	--	70,000,000
2006 and thereafter	--	387,500,000
	$84,368,000	$562,500,000

Capital Lease Obligations

The Company has capital leases in excess of one year terms for office equipment. The terms of these leases require maximum monthly principal and interest payments of $6,500 through July 2003. The imputed interest on these leases range from 7.9% to 16.0%.

Senior Cumulative Redeemable Preferred Stock

On May 19, 1997, concurrent with the senior subordinated debt issuance, all of the holders of Radio One Subordinated Promissory Notes converted all of their existing subordinated notes consisting of approximately $17.0 million, together with all accrued interest thereon of approximately $3.9 million and outstanding warrants, for shares of Senior Cumulative Redeemable Preferred Stock, which had to be redeemed by May 2005 and stock warrants to purchase approximately 15,000,000 shares of common stock. The Senior Cumulative Redeemable Preferred Stock could be redeemed at 100% of its liquidation value, which is the principal and accreted dividends. The dividends on each share accrued on a daily basis at a rate of 15% per annum. Preferred stock dividends of approximately $3.7 million and $1.5 million were accrued during the years ended December 31, 1998 and 1999, respectively. In May 1999, the Company redeemed the outstanding preferred stock and accreted dividends with the proceeds from the IPO.

5. COMMITMENTS AND CONTINGENCIES:

Operating Leases

Radio One has various operating leases for office space, studio space, broadcast towers and transmitter facilities which expire on various dates through December 31, 2011. One of these leases is for office and studio space in Baltimore, Maryland, and is with a partnership in which two of the partners are stockholders of the Company (see Note 8).

The following is a schedule of the future minimum rental payments required under the operating leases that have an initial or remaining noncancelable lease term in excess of one year as of December 31, 2000.

For the Year Ending December 31,	Total
2001	$4,082,000
2002	3,559,000
2003	3,032,000
2004	2,360,000
2005	2,237,000
2006 and thereafter	11,006,000

Total rent expense for the years ended December 31, 1998, 1999 and 2000, was $888,000, $1,492,000 and $3,776,000, respectively.

FCC Broadcast Licenses

Each of the Company's radio stations operates pursuant to one or more licenses issued by the Federal Communications Commission (FCC) that have a maximum term of eight years prior to renewal. The Company's radio operating licenses expire at various times from October 1, 2003, to August 1, 2006. Although the Company may apply to renew its FCC licenses, third parties may challenge the Company's renewal applications. The Company is not aware of any facts or circumstances that would prevent the Company from having its current licenses renewed.

Contingencies

The Company has been named as a defendant in several legal actions occurring in the ordinary course of business. It is management's opinion, after consultation with its legal counsel, that the outcome of these claims will not have a material adverse effect on the Company's financial position or results of operations.

6. STOCKHOLDERS' EQUITY:

Stock Options Plans

During 1999, the Company adopted stock option plans under which employees and nonemployee directors could be granted options to purchase shares of Company common stock at the fair market value at the time of grant. Options generally vest over a period of three to four years and expire 10 years from the date of grant.

Summarized information relative to the Company's stock option plans is as follows:

	Fiscal Year Ended December 31,			
	2000		1999	
	Options	Weighted Average Exercise Price	Options	Weighted Average Exercise Price
Balance, beginning of period	621,000	$ 7.99	--	$ --
Granted	808,000	11.82	621,000	7.99
Canceled	43,000	10.51	--	--
Exercised	118,000	16.48	--	--
Balance, end of period	1,268,000	$10.56	621,000	$7.99
Exercisable, end of period	169,013	$ 7.99	65,509	$7.99

As of December 31, 2000, 2,838,886 shares were available for future grants under the terms of these plans.

Stock Options Outstanding

Summarized information relative to the Company's stock options outstanding as of December 31, 2000 is as follows:

Options Outstanding				Options Exercisable	
Range of Exercise Price	Options	Weighted Average Remaining Contractual Life (Years)	Weighted Average Exercise Price	Options	Weighted Average Exercise Price
$ 7.50--$ 7.78	753,000	9.47	$ 7.58	56,842	$7.78
$ 8.11--$12.19	312,000	8.45	8.37	112,171	8.11
$22.51--$26.53	203,000	9.16	25.03	--	--
	1,268,000		$10.56	169,013	$7.99

Stock-Based Compensation

The Company accounts for its stock-based compensation plans as permitted by FASB Statement No. 123, "Accounting for Stock-Based Compensation," (SFAS No. 123) which allows the Company to follow Accounting Principles Board Opinion No. 25 (APB No. 25), "Accounting for Stock Issued to Employees" and recognize no compensation cost for options granted at fair market prices. The Company has computed, for pro forma disclosure purposes, the value of all compensatory options granted during 1999 and 2000, using the Black-Scholes option pricing model. The following assumptions were used for grants:

	1999	2000
Average risk-free interest rate	4.65%	5.85%
Expected dividend yield	0.00%	0.00%
Expected lives	3 years	3 years
Expected volatility	59%	42%

Options were assumed to be exercised upon vesting for the purpose of this valuation. Adjustments were also made for options assumed forfeited prior to vesting. Had compensation costs for compensatory options been determined consistent with SFAS No. 123, the Company's pro forma net income and earnings per share information reflected on the accompanying consolidated statements of operations would have been reduced to the following "as adjusted" amounts:

	For the Year Ended December 31,	
	1999	2000
Net (loss) income:		
As reported	$ 133,000	$(4,251,000)
As adjusted	(153,000)	(5,406,000)
Basic earnings and diluted loss per share, applicable to common stockholders:		
As reported	$ (0.08)	$ (0.16)
As adjusted	(0.10)	(0.17)

The Company's stock did not trade prior to May 1999.

Weighted average fair value of options granted for the year ended December 31, 1999 and 2000, was $3.46 and $4.13, respectively. This fair value was calculated using the Black-Scholes option pricing model.

7. INCOME TAXES:

Deferred income taxes reflect the impact of temporary differences between the assets and liabilities recognized for financial reporting purposes and amounts recognized for tax purposes. Deferred taxes are based on tax laws as currently enacted.

During both 2000 and 1999, the Company acquired the stock of one company, and during 1998, the Company acquired the stock of three companies. Associated with these stock purchases, the Company allocated the purchase price to the related assets acquired, with the excess purchase price allocated to goodwill. Usually, in a stock purchase, for income tax purposes, the underlying assets of the acquired companies retain their historical tax basis. Accordingly, the Company recorded a deferred tax liability of approximately $11,415,000, $10,222,000 and $16,863,000 in 2000, 1999 and 1998, respectively, related to the difference between the book and tax basis for all of the assets acquired (excluding nondeductible goodwill).

A reconciliation of the statutory federal income taxes to the recorded income tax (benefit) provision for the years ended December 31, 1998, 1999 and 2000 is as follows:

	1998	1999	2000
Statutory tax (@ 35% rate)	$ (257,000)	$1,001,000	$(1,206,000)
Effect of state taxes, net of federal	(29,000)	114,000	(137,000)
Nondeductible goodwill	769,000	1,613,000	2,147,000
Valuation reserve	(2,058,000)	--	--
(Benefit) provision for income taxes	$(1,575,000)	$2,728,000	$ 804,000

The components of the (benefit) provision for income taxes for the years ended December 31, 1998, 1999 and 2000, are as follows:

	1998	1999	2000
Federal:			
Current	$ 414,000	$3,374,000	$ 1,195,000
Deferred	18,000	(933,000)	(1,066,000)
	432,000	2,441,000	129,000
State:			
Current	49,000	397,000	825,000
Deferred	2,000	(110,000)	(150,000)
	51,000	287,000	675,000
Valuation reserve	(2,058,000)	--	--
(Benefit) provision for income taxes	$(1,575,000)	$2,728,000	$ 804,000

Deferred income taxes reflect the net tax effect of temporary differences between the financial statement and tax basis of assets and liabilities. The significant components of the Company's deferred tax assets and liabilities as of December 31, 1999 and 2000, are as follows:

	1999	2000
Deferred tax assets--		
Reserve for bad debts	$ 665,000	$ 1,725,000
Accruals	51,000	213,000
Barter activity	85,000	85,000
Deferred revenue	35,000	35,000
Other	148,000	129,000
Total current tax assets	984,000	2,187,000
Interest expense	628,000	963,000
FCC and other intangibles amortization	1,069,000	726,000
NOL carryforward	705,000	1,598,000
Debt costs	338,000	307,000
Other	--	155,000
Total deferred tax assets	3,724,000	5,936,000
Deferred tax liabilities--		
FCC license	(16,638,000)	(27,721,000)
Depreciation	(536,000)	(667,000)
Other	(84,000)	(48,000)
Total deferred tax liabilities	(17,258,000)	(28,436,000)
Net deferred taxes included in the accompanying consolidated balance sheets	$(13,534,000)	$(22,500,000)

During 1998, the Company utilized its entire NOL carryforward, but acquired an approximate $1,200,000 net operating loss from the purchase of Allur-Detroit, Inc. In addition, the Company acquired an approximate $4,000,000 net operating loss related to the purchase of Davis Broadcasting, Inc. As of December 31, 2000, the Company had an NOL carryforward of approximately $4,200,000, which is recorded as a deferred tax asset.

8. RELATED PARTY TRANSACTIONS:

Radio One leased office space for $8,000, $13,000 and $18,000 per month in 1998, 1999 and 2000, respectively, from a partnership in which two of the partners are officers of Radio One (see Note 5). Total rent paid to the stockholders for fiscal years 1998, 1999 and 2000, was approximately $96,000, $161,000 and $216,000, respectively.

The Company has a loan outstanding of $380,000, and accrued interest of $31,000 and $56,000, as of December 31, 1999 and 2000, respectively, from an officer. The loan is due in May 2003 and bears interest at 5.6%.

The Company has a loan outstanding of approximately $262,000, and accrued interest of $12,000 and $27,000, as of December 31, 1999 and 2000, respectively, from another officer. The loan is due in May 2004 and bears interest at 5.6%.

The Company has a loan outstanding of approximately $88,000, and accrued interest of $2,000 and $8,000, as of December 31, 1999 and 2000, respectively, from another officer. The loan is due in May 2004 and bears interest at 5.6%.

The Company has a loan outstanding of approximately $100,000, and accrued interest of $6,000, as of December 31, 2000, from another officer. The loan is due in May 2004 and bears interest at 5.7%.

Two officers of the Company purchased 1 million and 250,000 shares, respectively, of the Company's common Stock. The stock was purchased with the proceeds of a full recourse loan from the Company of $7,000,000 and $2,005,000, respectively, with accrued interest as of December 31, 2000, of $83,000 and $25,000, respectively. The loans are due in 2004 and 2005, respectively, and bear interest at 5.8% and 5.9%, respectively.

As of December 31, 1999 and 2000, the Company has a receivable of approximately $260,000 and $412,000, respectively, from a company in which one of the shareholders is an officer of Radio One.

During 1999, the stockholders of Radio One of Atlanta, Inc. sold Radio One of Atlanta, Inc. to the Company in exchange for shares of the Company's common stock. Effective January 1, 2000, Radio One charged ROA a management fee of $600,000 per year, and prior to January 1, 2000, the fee was $300,000 per year.

9. PROFIT SHARING:

Radio One has a 401(k) profit sharing plan for its employees. Radio One can contribute to the plan at the discretion of its Board of Directors. Radio One made no contribution to the plan during fiscal year 1998, 1999 or 2000.

10. SUBSEQUENT EVENTS:

In February 2001, the Company acquired KTXQ-FM (formerly KDGE-FM), licensed to Gainsville, Texas, for approximately $52.5 million.

In February 2001, the Company completed the sale of WDYL-FM in Richmond, Virginia, and two radio stations, WJMZ-FM and WPEK-FM, in Seneca, South Carolina for approximately $52.5 million and WARV-FM in Richmond, Virginia for approximately $1.0 million.

In February 2001, the Company entered into agreements to acquire and/or operate 16 radio stations in 5 markets for approximately $190.0 million in cash, stock and the assumption of outstanding debt. The Company expects to finance these acquisitions with common stock of the Company and cash drawn from its bank credit facility.

In February 2001, the Company acquired Nash Communications, which owned WILD-AM, licensed to Boston, Massachusetts, for approximately $5.0 million in cash and stock.

In February 2001, the Company entered into an agreement to sell the assets of WJZZ-AM, licensed to Kingsley, Michigan, for approximately $225,000.

In January 2001, the Company entered into an agreement to sell KJOI-AM (formerly KLUV-AM), licensed to Dallas, Texas, for approximately $16.0 million.

In January 2001, the Company entered into an agreement to acquire WTLC-AM, licensed to Indianapolis, Indiana, for approximately $1.1 million in cash. During 2001, the Company started operating WTLC-AM under a time brokerage agreement.

In February 2001, the Company acquired the intellectual property of WTLC-FM, licensed to Indianapolis, Indiana, for approximately $7.4 million in cash.

RADIO ONE, INC AND SUBSIDIARIES

INDEX TO SCHEDULES

Report of Independent Public Accountants.................................... S-2
Schedule II--Valuation and Qualifying Account................................ S-3

Report of Independent Public Accountants

To the Board of Directors and
Stockholders of Radio One, Inc.:

We have audited in accordance with auditing standards generally accepted in the United States, the consolidated balance sheets and statements of operations, changes in stockholders' equity and cash flows of Radio One, Inc. and subsidiaries (the Company) included in this Form 10-K and have issued our report thereon dated February 7, 2001. Our audits were made for the purpose of forming an opinion on the basic financial statements taken as a whole. The schedule listed in the accompanying index is the responsibility of the Company's management and is presented for purposes of complying with the Securities Exchange Commission's rules and is not part of the basic financial statements. This schedule has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, fairly state, in all material respects, the financial data required to be set forth therein in relation to the basic financial statements taken as a whole.

/s/ Arthur Andersen LLP

Baltimore, Maryland
February 7, 2001

RADIO ONE, INC. AND SUBSIDIARIES

SCHEDULE II--VALUATION AND QUALIFYING ACCOUNTS
For the Years Ended December 31, 1998, 1999, and 2000
(In Thousands)

Description	Balance at Beginning of Year	Additions Charged to Expense	Acquired from Acquisitions	Deductions	Balance at End of Year
Allowance for Doubtful Accounts:					
1998	$ 904	$1,942	$ 258	$1,861	$1,243
1999	1,243	2,824	481	2,119	2,429
2000	2,429	3,392	1,539	1,854	5,506
Tax Valuation Reserve:					
1998	2,058	--	--	2,058	--
1999	--	--	--	--	--
2000	--	--	--	--	--

Exhibit 10.55

EXECUTION COPY

==

AMENDED AND RESTATED

EMPLOYMENT AGREEMENT

BETWEEN

RADIO ONE, INC.

AND

SCOTT R. ROYSTER

Dated effective as of October 18, 2000

==

TABLE OF CONTENTS

		Page
1.	Definitions	1
2.	Employment	5
3.	Term of Employment	5
4.	Positions, Responsibilities and Duties	5
	4.1 Duties	5
	4.2 Attention to Duties and Responsibilities	5
5.	Compensation and Other Awards	6
	5.1 Annual Base Salary	6
	5.2 Annual Incentive Compensation; Retention Bonuses; Tax Offset Bonus	6
	5.3 Retirement and Savings Plans	7
	5.4 Welfare Benefit Plans and Perquisites	7
	5.5 Expense Reimbursement	7
	5.6 Vacation Benefits	7
	5.7 Vehicle Allowance	7
	5.8 Geographic Location	7
	5.9 Restricted Stock Award	7
	5.10. Stock Options	9
	5.11. No-Interest Loan	10
	5.12. Subscription for and Purchase of Common Stock; Repurchase of Common Stock	10
	5.13. Promissory Note and Stock Pledge Agreement	12
6.	Termination	12
	6.1. Termination Upon Expiration of Term of Employment or by Executive Upon Change of Control	12
	6.2. Termination by the Company Without Cause or Upon Change of Control or by Executive for Good Reason	13
	6.3. Termination Due to Death or Disability, by the Company for Cause or by Executive without Good Reason	14
	6.4. No Mitigation; No Offset	15
	6.5. Notice of Termination	15
7.	Confidential Information	16
8.	Work Product	16

Page

9. Noncompete and Non-Solicitation........ 17
- 9.1. Noncompete........ 17
- 9.2. Non-Solicitation........ 17
- 9.3. Modification of Duration, Scope or Area........ 18

10. Non-Exclusivity of Rights........ 18

11. Resolution of Disputes........ 18

12. Successors........ 19
- 12.1. Executive........ 19
- 12.2. The Company........ 19

13. Miscellaneous........ 19
- 13.1. Applicable Law........ 19
- 13.2. Amendments/Waiver........ 19
- 13.3. Notices........ 19
- 13.4. Withholding........ 20
- 13.5. Severability........ 20
- 13.6. Captions........ 20
- 13.7. Entire Agreement........ 20
- 13.8. Counterparts........ 20
- 13.9. Representation........ 20
- 13.10. Survivorship........ 21
- 13.11. Right of Offset........ 21

Exhibits
- --------

Exhibit A - Award Stock Form of 83(b) Election
Exhibit B - Option Agreement dated May 5, 1999
Exhibit C - Promissory Note ($750,000)
Exhibit A - Purchased Common Stock Form of 83(b) Election
Exhibit C - Promissory Note and Stock Pledge Agreement ($7,000,000)

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

THIS AMENDED AND RESTATED EMPLOYMENT AGREEMENT (this "Agreement"), dated effective as of October 18, 2000, is made by and between Radio One, Inc., a Delaware corporation (the "Company"), and Scott R. Royster (the "Executive").

WHEREAS, the Company and the Executive are parties to an Employment Agreement dated effective as of January 1, 1999 (the "Original Agreement"); and

WHEREAS, the Company and the Executive wish to amend and restate the Original Agreement in its entirety as set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the Company and the Executive hereby agree that the Original Agreement shall be, and hereby is, amended and restated in its entirety as follows:

1. Definitions.

"Affiliate" means any Person directly or indirectly controlling, controlled by, or under common control with, the Company.

"Agreement" has the meaning set forth in the preamble hereof.

"Annual Base Salary" means the annual base salary as described in Section 51 hereof.

"Annual Incentive" has the meaning set forth in Section 52 hereof.

"Award" has the meaning set forth in Section 59 hereof.

"Award Date" has the meaning set forth in Section 59 hereof.

"Award Shares" has the meaning set forth in Section 59 hereof.

"Award Stock" means (i) the Award Shares and (ii) all shares of Common Stock issued with respect to the Award Shares by way of stock dividend or stock split or in connection with any conversion, merger, consolidation or recapitalization or other reorganization affecting the Common Stock.

"Award Withholding Amount" has the meaning set forth in Section 59 hereof.

"Board" means the board of directors of the Company.

"Cause" means (i) the commission by the Executive of a felony, fraud, embezzlement or an act of serious, criminal moral turpitude which, in case of any of the foregoing, in the good faith judgment of the Board, is likely to cause material harm to the business of the Company and its Subsidiaries, taken as a whole, provided that in the absence of a conviction or plea of nolo contendere, the Company will have the burden of proving the commission of such act by clear and convincing evidence, (ii) the commission of an act by the Executive constituting material financial dishonesty against the Company or any of its Subsidiaries, provided that, in the absence of a conviction or plea of nolo contendere, the Company will have the burden of proving the commission of such act by a preponderance of the evidence, (iii) the repeated refusal by the Executive to use his reasonable and diligent efforts to follow the lawful and reasonable directives (in light of the terms of this Agreement) of the Board with respect to a matter or matters within the control of the Executive, or (iv) the Executive's willful gross neglect in carrying out his material duties and responsibilities under this Agreement, provided, that, unless the Board reasonably determines that a breach described in clause (iii) or (iv) is not curable, the Executive will, subject to the following proviso, be given written notice of such breach and will be given an opportunity to cure such breach to the reasonable satisfaction of the Board within thirty (30) days of receipt of such written notice (subject to the Executive's right to seek arbitration of the cure of such breach as provided in Section 11 hereof), and, provided further, that the Executive will only be entitled to cure two such defaults during the Term of Employment.

"Change of Control" shall be deemed to have occurred in the event of a transaction or series of related transactions pursuant to which any Person or group (as such term is defined in Section 13(d)(3) of the Securities Exchange Act of 1934, as amended) of Persons, other than Catherine L. Hughes and Alfred C. Liggins, III, (a) acquire, whether by merger, consolidation or transfer or issuance of capital stock, capital stock of the Company (or any surviving or resulting company) possessing the voting power to elect a majority of the Board of the Company (or such surviving or resulting company) or (b) acquire all or substantially all of the Company's assets determined on a consolidated basis.

"Class A Common Stock" means the Company's class A common stock, par value $.001 per share.

"Class D Common Stock" means the Company's class D common stock, par value $.001 per share.

"Commencement Date" has the meaning set forth in Section 3 hereof.

"Common Stock" means all classes of the Company's Common Stock and any capital stock of the Company distributed after the date of this Agreement with respect to shares of Common Stock by way of dividend, distribution, stock split, exchange, conversion, merger, consolidation, reorganization or other recapitalization.

"Company" has the meaning set forth in the preamble hereof.

"Competing Business" has the meaning set forth in Section 91 hereof.

"Competing Market" has the meaning set forth in Section 91 hereof.

"Confidential Information" has the meaning set forth in Section 7 hereof.

"Date of Termination" means the earlier of (a) the date of termination, if any, specified in the Notice of Termination (which date shall not be earlier than the date of receipt of such Notice of Termination) or (b) the date on which the Executive's employment under this Agreement actually terminates.

"Disability" means the Executive's inability to render the services required under this Agreement by reason of a physical or mental disability for ninety (90) days, which need not be consecutive, during any twelve (12) consecutive month period, and the effective date of such Disability shall be the day next following such ninetieth (90/th/) day. A determination of Disability will be made by a physician satisfactory to both the Executive and the Company; provided that if the Executive and the Company cannot agree as to a physician, then each will select a physician and such physicians shall together select a third physician, whose determination as to Disability shall be completed within ten (10) days of the date on which the disagreement between the Executive and the Company arose and the decision of such third physician will be final and binding on the Executive and the Company. The Executive and the Company shall have the right to present to such physician such information and arguments as each deems appropriate, including the opinion of other physicians.

"Executive" has the meaning set forth in the preamble hereof.

"Extended Term Retention Bonus" has the meaning set forth in Section 5.2(c) hereof.

"Good Reason" shall be deemed to exist if, without the express written consent of the Executive, (a) the Executive's rate of Annual Base Salary (as provided in Section 51 hereof), including any increases, is reduced, (b) the Executive suffers a substantial reduction in his title, duties or responsibilities, (c) the Company's headquarters shall be located outside the geographic area described in Section 58 hereof, (d) the Company fails to pay the Executive's Annual Base Salary when due or to pay any other material amount due to the Executive hereunder within five (5) days of written notice from the Executive, (e) the Company materially breaches this Agreement (other than a breach described in the preceding clause (d)) and fails to correct such breach within thirty (30) days after receiving the Executive's demand that it remedy the breach, or (f) the Company fails to obtain a satisfactory written agreement from any successor to assume and agree to perform this Agreement, which successor the Executive reasonably concludes is capable of performing the Company's financial obligations under this Agreement.

"Initial Term" has the meaning set forth in Section 3 hereof.

"Initial Term Retention Bonus" has the meaning set forth in Section 52 hereof.

"Material Line" has the meaning set forth in Section 91 hereof.

"Noncompete Period" has the meaning set forth in Section 91 hereof.

"Note and Pledge Agreement" has the meaning set forth in Section 513 hereof.

"Notice of Termination" has the meaning set forth in Section 65 hereof.

"Option Agreement" has the meaning set forth in Section 510 hereof.

"Option Shares" has the meaning set forth in Section 510 hereof.

"Options" has the meaning set forth in Section 510 hereof.

"Original Agreement" has the meaning set forth in the recitals hereof.

"Original Term of Employment" means the period beginning January 1, 1999 and ending December 31, 2001.

"Person" means any natural or legal person including any individual, partnership, joint venture, corporation, association, joint stock company, limited liability company, trust, unincorporated organization or government or any department or agency or political subdivision thereof.

"Principal Amount" has the meaning set forth in Section 511 hereof.

"Promissory Note" has the meaning set forth in Section 511 hereof.

"Pro Rata Portion" means (i), with respect to the Initial Term Retention Bonus, a portion of the Initial Term Retention Bonus equal to a fraction, the numerator of which shall be the number of days between January 1, 2000 and the Date of Termination, and the denominator of which shall be One Thousand Eight Hundred and Twenty-Six (1,826) and (ii), with respect to the Extended Term Retention Bonus, a portion of the Extended Term Retention Bonus equal to a fraction, the numerator of which shall be the number of days between the fifth anniversary of the Commencement Date and the Date of Termination, and the denominator of which shall be One Thousand Eight Hundred and Twenty-Six (1,826).

"Purchased Class A Common Stock" has the meaning set forth in Section 5.12(a) hereof.

"Purchased Class D Common Stock" has the meaning set forth in Section 5.12(a) hereof.

"Purchased Common Stock" has the meaning set forth in Section 5.12(a) hereof.

"Section 6.1 Severance Period" has the meaning set forth in Section 61 hereof.

"Section 6.2 Severance Period" has the meaning set forth in Section 62 hereof.

"Subsidiary" means, with respect to any Person, a corporation of which the securities having a majority of the voting power in electing directors are, at the time of determination, owned by such Person, directly or through one or more Subsidiaries.

"Term of Employment" has the meaning set forth in Section 3 hereof.

"Transfer" means a sale, transfer, assignment, pledge, hypothecation, mortgage or other disposition (whether with or without consideration and whether voluntarily or involuntarily or by operation of law) of any interest in any shares of Award Stock.

"Vesting Dates" has the meaning set forth in Section 510 hereof.

"Withholding Amount" has the meaning set forth in Section 512 hereof.

"Work Product" has the meaning set forth in Section 8 hereof.

2. Employment. During the Term of Employment, subject to the terms and provisions set forth in this Agreement, the Company shall continue to employ the Executive as the Chief Financial Officer and Executive Vice President of the Company, and the Company shall employ the Executive to provide general operational and managerial oversight of the Company's XM Satellite operations, and the Executive hereby accepts such employment.

3. Term of Employment. The term of employment under this Agreement shall commence as of the date hereof (the "Commencement Date") and, unless earlier terminated by the Company or the Executive under Section 6 hereof, shall continue for a period of five years (the "Initial Term"); provided, however, that the term of employment under this Agreement may be extended for an additional period of five years upon mutual agreement of the parties (the Initial Term and any such additional five-year term, the "Term of Employment").

4. Positions, Responsibilities and Duties.

4.1 Duties. During the Term of Employment, the Executive, as Chief Financial Officer and Executive Vice President of the Company, shall be responsible, subject to the direction of the Board, for the financial affairs and operations of the Company, and to provide general operational and managerial oversight of the Company's XM Satellite operations, and for such other duties and functions of a senior executive nature, commensurate with his title, responsibility and remuneration as may be directed from time to time by the Board. The Executive shall report solely to the Chief Executive Officer and President.

4.2 Attention to Duties and Responsibilities. During the Term of Employment, the Executive shall devote substantially all of his business time to the business and affairs of the Company and shall use his best efforts, ability and fidelity to perform faithfully and efficiently his duties and responsibilities.

5. Compensation and Other Awards.

5.1 Annual Base Salary. During the Term of Employment, as compensation for the services to be provided by the Executive under this Agreement, the Company shall pay the Executive an annual base salary of Three Hundred Thousand Dollars ($300,000.00), which shall be increased (but not decreased) at the commencement of each calendar year by an amount which shall be no less than five percent (5%) of such annual base salary in effect immediately prior to such increase, or such greater amount as the Board in its sole discretion shall decide. Such annual base salary shall be payable to the Executive in equal installments at least twice per month in accordance with the Company's regular payroll practice.

5.2 Annual Incentive Compensation; Retention Bonuses; Tax Offset Bonus.

(a) The Board may, in its sole discretion, award an annual incentive cash payment in an amount up to fifty percent (50%) of the Executive's annual base salary (the "Annual Incentive") to the Executive during each or any year occurring during the Term of Employment based upon the Executive's performance and the Company's operating results during any such year. The Annual Incentive, if any, shall be due and payable by the Company on or before February 28 of the year immediately following the year for which such Annual Incentive is awarded.

(b) If the Executive has remained in the full-time and continuous employ (subject to vacation and sick time in accordance with this Agreement and the policies of the Company then in effect) of the Company from the Commencement Date through and including December 31, 2004, then the Company shall pay the Executive a bonus (the "Initial Term Retention Bonus") in an amount equal to two and one-half (2 1/2) times the Executive's annual base salary as of the Commencement Date. The Initial Term Retention Bonus shall be due and payable on January 1, 2005.

(c) If the Executive has remained in the full-time and continuous employ (subject to vacation and sick time in accordance with this Agreement and the policies of the Company then in effect) of the Company from the Commencement Date through and including the tenth anniversary of the Commencement Date, then the Company shall pay the Executive a bonus (the "Extended Term Retention Bonus") in an amount equal to Seven Million Dollars ($7,000,000). The Extended Term Retention Bonus shall be due and payable on the first day after the tenth anniversary of the Commencement Date.

(d) With respect to each calendar year during the Term of Employment ending on or after October 19, 2002, the Company shall pay to the Executive a bonus in an amount equal to the product of (i) the amount of taxable income recognizable by the Executive during such calendar year because of the reduction of accrued but unpaid interest on the Principal Amount of the Note and Pledge Agreement or because no interest accrues or is payable on the Principal Amount of the Note and Stock Pledge Agreement, and (ii) the combined highest marginal federal, state and local income tax rate applicable to an individual residing in the Executive's tax domicile during such calendar year. The bonus payable pursuant to this Section 5.2(d), if any, shall be due and payable by

the Company on or before February 28 of the year immediately succeeding the calendar year to which such bonus relates.

5.3 Retirement and Savings Plans. During the Term of Employment and to the extent eligible, the Executive shall participate in all pension, retirement, savings and other employee benefit plans and programs, if any, generally applicable to executives of the Company.

5.4 Welfare Benefit Plans and Perquisites. During the Term of Employment and to the extent eligible, the Executive, the Executive's spouse, if any, and the Executive's eligible dependents, if any, shall participate in and be covered by all welfare benefit plans and programs, if any, and shall be entitled to receive such perquisites and fringe benefits, if any, generally applicable to executives of the Company.

5.5 Expense Reimbursement. During the Term of Employment, the Executive shall be entitled to receive prompt reimbursement for all reasonable expenses incurred by the Executive in performing his duties and responsibilities hereunder in accordance with the policies and procedures of the Company as in effect at the time the expense was incurred, as the same may be changed prospectively from time to time.

5.6 Vacation Benefits. During the Term of Employment, the Executive shall be entitled to three (3) weeks paid vacation annually at such times which do not materially interfere with the operations of the Company. Any vacation not used by the Executive during any calendar year during the Term of Employment shall accumulate to the extent permitted by and in accordance with the Company policy then in effect.

5.7 Vehicle Allowance. During the Term of Employment, the Executive shall be entitled to use of an automobile leased by the Company at a cost to the Company, including the cost of any and all applicable insurance coverage therefor, the combined cost of such automobile and insurance coverage not to exceed One Thousand Dollars ($1,000.00) per month. Upon expiration of the Company's lease, the Executive shall have the right to purchase such vehicle in accordance with the terms of the Company's lease agreement for such vehicle.

5.8 Geographic Location. The Executive's services hereunder shall be rendered primarily in (a) the Washington, D.C. metropolitan area, or (b) such other location mutually agreed to by the Company and the Executive.

5.9 Restricted Stock Award. The Company has awarded to the Executive (the "Award") One and Five Hundred and Three One Thousandths (1.503) shares of the Company's Class C Non-Voting Common Stock, par value $.01 per share (the "Award Shares"). The Award was effective as of January 25, 1999 (the "Award Date") and shall be subject to terms and conditions of this Section 59.

(a) The Company and the Executive agree that as of the Award Date, the value of the Award Stock was Two Hundred Twenty-Five Thousand Dollars ($225,000.00). The Company and the Executive shall use reasonable efforts to take accounting and tax positions

consistent with such valuation. The Executive has made an election, in the form attached hereto as Exhibit A, to have the Award Shares taxed under the provisions of (S)83(b) of the Internal Revenue Code.

(b) The Executive shall be responsible for the payment of any withholding tax requirement arising from the Award. The amount of withholding tax required with respect to the Award (the "Award Withholding Amount") shall be determined by the Treasurer or other appropriate officer of the Company, and the Executive shall furnish such information and make such representations as such officer requires to make such determination. The Company shall notify the Executive of the Award Withholding Amount and the Executive shall pay such Award Withholding Amount to the Company, either in cash, by certified cashier's check, or by delivery to the Company of a full recourse promissory note of the Executive in form and substance acceptable to the Company. The Company shall remit the Award Withholding Amount to the appropriate taxing authority or authorities.

(c) The Award Stock shall incrementally vest during the Original Term of Employment pursuant to the following schedule: Twenty-five percent (25%) of the Award Shares vested on January 25, 1999, and the remaining Award Shares shall vest in equal portions on the last day of each calendar month beginning February 28, 1999, through and including December 31, 2001.

(d) Upon a Change of Control, all of the Executive's unvested Award Stock shall immediately become fully vested.

(e) During the Original Term of Employment, the Executive may not Transfer any unvested Award Stock, except that the Executive may pledge shares of unvested Award Stock to the Company. Any Transfer or attempted Transfer of any unvested Award Stock in violation of this Section 59 shall be null and void, and the Company shall not record such Transfer on its books or treat any purported transferee of such unvested Award Stock as the owner of such securities for any purpose.

(f) Upon termination of the Executive's employment hereunder, the Company may repurchase from the Executive any unvested Award Stock for the value of such unvested Award Stock as set forth in the election under (S)83(b) of the Internal Revenue Code referred to in Section 59 hereof.

(g) The Executive hereby acknowledges that the Award Stock has not been registered under the Securities Act of 1933, as amended, and accordingly, such Award Stock may be subject to certain transfer restrictions (in addition to the transfer restrictions on unvested Award Stock set forth in Section 59 hereof). The certificate(s) representing such Award Stock will bear the following legend:

> THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR AN

EXEMPTION FROM REGISTRATION THEREUNDER. THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY ALSO BE SUBJECT TO ADDITIONAL RESTRICTIONS ON TRANSFER, CERTAIN REPURCHASE OPTIONS, AND CERTAIN OTHER AGREEMENTS SET FORTH IN AN EMPLOYMENT AGREEMENT BETWEEN THE COMPANY AND THE SIGNATORY THERETO DATED AS OF JANUARY 1, 1999. A COPY OF SUCH AGREEMENT MAY BE OBTAINED BY THE HOLDER HEREOF AT THE COMPANY'S PRINCIPAL PLACE OF BUSINESS WITHOUT CHARGE.

5.1. Stock Options. The Company has granted to the Executive options to purchase Eighteen Thousand Six-Hundred Forty-Six (18,646) shares (subject to adjustment as provided in Section 3 of the Option Agreement (as such term is defined below)) of the Company's Class A Common Stock, par value $.001 per share, pursuant to an Agreement Evidencing a Grant of an Incentive Stock Option dated May 5, 1999 (the "Option Agreement"), a copy of which is attached hereto as Exhibit B. (The options evidenced by the Option Agreement are referred to herein as the "Options," and the shares of Class A Common Stock obtainable upon exercise of such Options are referred to herein as the "Option Shares.") Except as set forth in this Section 510, all terms and conditions of such Options (and of such Class A Common Stock to be issued upon the exercise of such Options) shall be set forth in the Option Agreement.

(a) The price payable by the Executive for each Option Share shall be as set forth in Section 2 of the Option Agreement.

(b) The Option to purchase those Option Shares granted pursuant to the Option Agreement shall first become exercisable in equal increments on and after thirty-two (32) dates ("Vesting Dates"). The first such Vesting Date shall be on May 31, 1999, and each subsequent Vesting Date shall be on the last day of each calendar month thereafter, through and including the earlier to occur of (i) the last such day that is on or prior to the Date of Termination and (ii) December 31, 2001.

(c) Upon a Change of Control, all of the Executive's Options shall become fully and immediately exercisable.

(d) Upon termination of the Executive's employment hereunder, any then unexercisable Option shall expire and be immediately forfeited. The Executive's right to exercise any exercisable Option following termination of his employment shall also expire and be forfeited to the extent that such Options are not exercised on or before the ninetieth (90/th/) day following such termination.

(e) All unexercised Options to acquire Option Shares shall expire on the tenth anniversary of the date of the Option Agreement.

(f) During the Original Term of Employment, the Executive may not Transfer any unexercisable Options.

5.11. No-Interest Loan. On January 2, 2001, the Company shall loan to the Executive the principal amount of Seven Hundred and Fifty Thousand Dollars ($750,000.00) (the "Principal Amount"), without interest, evidenced by a promissory note in the form attached hereto as Exhibit C (the "Promissory Note"). The Principal Amount shall be due and payable on the earlier of (a) January 1, 2005, and (b) the sixtieth (60/th/) calendar day following the effective date of the termination of the Executive's employment with the Company.

5.12. Subscription for and Purchase of Common Stock; Repurchase of Common Stock.

(a) The Executive hereby subscribes for and agrees to purchase, and the Company hereby agrees to issue and sell to the Executive on the date hereof, (i) Three Hundred Thirty-Three Thousand Three Hundred Thirty-Four (333,334) shares of the Company's Class A Common Stock (the "Purchased Class A Common Stock"), for an aggregate purchase price of Two Million Three Hundred Thirty-Three Thousand Three Hundred Thirty-Eight Dollars ($2,333,338.00), and (ii) Six Hundred Sixty-Six Thousand Six Hundred Sixty-Six (666,666) shares of the Company's Class D Common Stock (the "Purchased Class D Common Stock"), for an aggregate purchase price of Four Million Six Hundred Sixty-Six Thousand Six Hundred Sixty-Two Dollars ($4,666,662.00). The Purchased Class A Common Stock and the Purchased Class D Common Stock are hereafter collectively referred to as the "Purchased Common Stock".

(b) The Company and the Executive agree that as of the Commencement Date (i) the value of the Class A Purchased Common Stock was Two Million Four Dollars ($2,000,004.00), and (ii) the value of the Class D Purchased Common Stock was Four Million Eighty-Three Thousand Three Hundred Twenty-Nine Dollars and Twenty-Five Cents ($4,083,329.25). The Company and the Executive shall use reasonable efforts to take accounting and tax positions consistent with such valuation. Not later than thirty (30) days after the Commencement Date, the Executive shall make an election, in the form attached hereto as Exhibit D, to have the Purchased Common Stock taxed under the provisions of (S)83(b) of the Internal Revenue Code.

(c) The Executive shall be responsible for the payment of any withholding tax requirement arising from his purchase of the Purchased Common Stock. The amount of withholding tax required with respect to the Executive's purchase of the Purchased Common Stock (the "Withholding Amount") shall be determined by the Treasurer or other appropriate officer of the Company, and the Executive shall furnish such information and make such representations as such officer requires to make such determination. The Company shall notify the Executive of the Withholding Amount and the Executive shall pay such Withholding Amount to the Company, either in cash, by certified cashier's check, or by delivery to the Company of a full recourse promissory note of the Executive in form and substance acceptable to the Company. The Company shall remit the Withholding Amount to the appropriate taxing authority or authorities.

(d) The Purchased Common Stock shall vest in equal portions on the last day of each calendar month beginning November 30, 2002, through and including October 31, 2005.

(e) Upon a Change of Control, all of the Executive's unvested Purchased Common Stock shall immediately become fully vested.

(f) During the Term of Employment, the Executive may not Transfer any unvested Purchased Common Stock, except as provided in Section 5.12(g) hereof and except that the Executive may pledge shares of unvested Purchased Common Stock to the Company. Any Transfer or attempted Transfer of any unvested Purchased Common Stock in violation of this Section 5.12(f) shall be null and void, and the Company shall not record such Transfer on its books or treat any purported transferee of such unvested Purchased Common Stock as the owner of such securities for any purpose.

(g) Upon termination of the Executive's employment hereunder, (i) the Company may repurchase from the Executive any unvested Purchased Common Stock and (ii) the Executive may require the Company to repurchase from the Executive any unvested Purchased Common Stock, in each case for a purchase price of Seven Dollars ($7.00) per share.

(h) The Executive hereby acknowledges that the Purchased Common Stock has not been registered under the Securities Act of 1933, as amended, and accordingly, such Purchased Common Stock may be subject to certain transfer restrictions (in addition to the transfer restrictions on unvested Purchased Common Stock set forth in Section 5.12(f) hereof). The certificate(s) representing such Purchased Common Stock will bear the following legend:

> THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR AN EXEMPTION FROM REGISTRATION THEREUNDER. THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY ALSO BE SUBJECT TO ADDITIONAL RESTRICTIONS ON TRANSFER, CERTAIN REPURCHASE OPTIONS, AND CERTAIN OTHER AGREEMENTS SET FORTH IN AN EMPLOYMENT AGREEMENT BETWEEN THE COMPANY AND THE SIGNATORY THERETO DATED AS OF OCTOBER 18, 2000. A COPY OF SUCH AGREEMENT MAY BE OBTAINED BY THE HOLDER HEREOF AT THE COMPANY'S PRINCIPAL PLACE OF BUSINESS WITHOUT CHARGE.

(i) The Company shall use its commercially reasonable efforts to include in any registration statement on Form S-3 (or any similar or successor "short-form" registration statement, other than any such registration statement relating to the issuance of shares of Common Stock or rights to receive shares of Common Stock pursuant to any employee benefit or equity compensation plan or relating to any transaction described in Rule 145 under the Securities Act of 1933, as amended) filed with the Securities and Exchange Commission after October 18, 2002, shares of Purchased Common Stock owned by the Executive that have become vested pursuant to Section 5.12(d) hereof on or before the date on which such registration statement is filed or becomes effective.

5.13. Promissory Note and Stock Pledge Agreement. In order to finance the Executive's purchase of the Purchased Common Stock pursuant to Section 5.12, the Company shall loan to the Executive on the Commencement Date the principal amount of Seven Million Dollars ($7,000,000.00), evidenced by the Promissory Note and Stock Pledge Agreement of even date herewith and attached hereto as Exhibit E (the "Note and Pledge Agreement"), pursuant to which the Executive shall pledge all of the Purchased Common Stock to the Company.

6. Termination. The Executive's employment hereunder may be terminated under the following circumstances:

6.1. Termination Upon Expiration of Term of Employment or by Executive Upon Change of Control.

(a) In the event of a termination by the Company of the Executive's employment under this Agreement upon expiration of the Term of Employment in accordance with Section 3 hereof (except as provided in Section 6.2 hereof) or pursuant to Section 6.1(c) hereof, the Term of Employment shall end and, notwithstanding Section 5 hereof, the Executive shall only be entitled to:

(i) the continuation of the Annual Base Salary at the rate then in effect (as provided in Section 5.1 hereof) on the Date of Termination for a period of six (6) months commencing on such Date of Termination (the "Section 6.1 Severance Period").

(ii) any Annual Base Salary accrued to the Date of Termination and any Annual Incentive relating to a prior year actually awarded or, relating to any year, objectively determinable, but not yet paid as of the Date of Termination;

(iii) reimbursement for all expenses (under Sections 5.5 and 5.7 hereof) incurred as of the Date of Termination, but not yet paid as of the Date of Termination;

(iv) to the extent applicable, and as so permitted by applicable law, the continuation of the Executive's welfare benefits (as described in Section 5.4 hereof) at the level in effect on the Date of Termination during the Section 6.1 Severance Period or beyond as the law requires, and any other compensation and benefits as may be provided in accordance with the terms and provisions of applicable plans and programs, if any, generally applicable executives of the Company or specifically applicable to the Executive;

(v) without duplication of amounts otherwise payable pursuant to Section 5.2(b) hereof, a Pro Rata Portion of the Initial Term Retention Bonus;

(vi) without duplication of amounts otherwise payable pursuant to Section 5.2(c) hereof, if the Date of Termination occurs after the fifth anniversary of the Commencement Date, a Pro Rata Portion of the Extended Term Retention Bonus; and

(vii) such rights as the Executive may have under any other written agreement between the Company and the Executive which is then currently in effect.

(b) The amounts owed under Section 6.1(a)(i) shall be payable in equal bi-weekly installments from the Date of Termination through the expiration of the Section 6.1 Severance Period. The amounts owed under Section 6.1(a)(ii) shall be paid within fifteen (15) days of the Date of Termination, the amounts owed under Section 6.1(a)(iii), unless otherwise expressly specified herein, shall be paid in accordance with the policies and procedures of the Company in effect at the time the applicable expenses were incurred, and the amounts owed under Sections 6.1(a)(v) and 6.1(a)(vi) shall be paid within sixty (60) days of the Date of Termination. Any amounts owed under Section 6.1(a)(iv) shall be payable in accordance with the terms of the applicable plans and programs.

(c) At any time during the six (6) month period immediately following a Change of Control, the Executive may, in his sole discretion and upon thirty (30) days' prior written notice to the Board, terminate his employment under this Agreement and receive the benefits provided under Section 6.1(a) hereof.

6.2. Termination by the Company Without Cause or Upon Change of Control or by Executive for Good Reason.

(a) In the event that the Company terminates the Executive's employment without Cause, or if the Term of Employment expires in accordance with Section 3 hereof at any time during the six-month period immediately following a Change of Control, or if the Executive terminates his employment for Good Reason, the Executive shall only be entitled to:

(i) the continuation of the Annual Base Salary at the rate then in effect (as provided in Section 51 hereof) on the Date of Termination for a period of twelve (12) months commencing on such Date of Termination (the "Section 6.2 Severance Period").

(ii) any Annual Base Salary accrued to the Date of Termination and any Annual Incentive relating to a prior year actually awarded or, relating to any year, objectively determinable, but not yet paid as of the Date of Termination;

(iii) reimbursement for all expenses (under Sections 5.5 and 5.7 hereof) incurred as of the Date of Termination, but not yet paid as of the Date of Termination;

(iv) to the extent applicable, and as so permitted by applicable law, the continuation of the Executive's welfare benefits (as described in Section 5.4 hereof) at the level in effect on the Date of Termination during the Section 6.2 Severance Period or beyond as the law requires, and any other compensation and benefits as may be provided in accordance with the terms and provisions of applicable plans and programs, if any, generally applicable executives of the Company or specifically applicable to the Executive;

(v) without duplication of amounts otherwise payable pursuant to Section 5.2(b) hereof, the Initial Term Retention Bonus;

(vi) without duplication of amounts otherwise payable pursuant to Section 5.2(c) hereof, if the Date of Termination occurs after the fifth anniversary of the Commencement Date, a Pro Rata Portion of the Extended Term Retention Bonus; and

(vii) such rights as the Executive may have under any other written agreement between the Company and the Executive which is currently in effect.

(b) The amounts owed under Section 6.2(a)(i) shall be payable in equal bi-weekly installments from the Date of Termination through the expiration of the Section 6.2 Severance Period. The amounts owed under Section 6.2(a)(ii) shall be paid within fifteen (15) days of the Date of Termination, the amounts owed under Section 6.2(a)(iii), unless otherwise expressly specified herein, shall be paid in accordance with the policies and procedures of the Company in effect at the time the applicable expenses were incurred, and the amounts owed under Sections 6.2(a)(v) and 6.2(a)(vi) shall be paid within sixty (60) days of the Date of Termination. Any amounts owed under Section 6.2(a)(iv) shall be payable in accordance with the terms of the applicable plans and programs.

(c) Upon thirty (30) days' prior written notice to the Board, the Executive may terminate his employment under this Agreement for Good Reason and such notification shall specify the act, or acts, on the basis of which the Executive has found Good Reason. The Board shall then be provided the opportunity, within thirty (30) days of its receipt of such notification, to meet with the Executive to discuss such act or acts. If the Executive does not rescind his termination of employment at such meeting, the Executive's employment by the Company shall be terminated for Good Reason pursuant to this Section 6.2, subject to the Company's right to seek arbitration of the existence of Good Reason as provided in Section 11 hereof, and the Executive shall receive the benefits provided under Section 6.2(a) hereof. The Company agrees that the Executive's continuation of his employment during the initial six-month period following the occurrence of a Good Reason shall not constitute a waiver of his rights to resign for Good Reason, which shall be preserved during such period.

6.3. Termination Due to Death or Disability, by the Company for Cause or by Executive without Good Reason.

(a) In the event of the Executive's death, or a termination of the Executive's employment under this Agreement by either the Company or the Executive due to Disability, or the termination by the Company of the Executive's employment under this Agreement for Cause, or if the Executive terminates his employment with the Company without Good Reason, the Term of Employment shall end and, notwithstanding Section 5 hereof, the Executive, his estate or other legal representative, as the case may be, shall only be entitled to:

(i) any Annual Base Salary accrued to the Date of Termination and any Annual Incentive relating to a prior year actually awarded or, relating to any year, objectively determinable, but not yet paid as of the Date of Termination;

(ii) reimbursement for all expenses (under Sections 5.5 and 5.7 hereof) incurred as of the Date of Termination, but not yet paid as of the Date of Termination;

(iii) any other compensation and benefits as may be provided in accordance with the terms and provisions of applicable plans and programs, if any, generally applicable to executives of the Company or specifically applicable to the Executive;

(iv) without duplication of amounts otherwise payable pursuant to Section 5.2(c) hereof, a Pro Rata Portion of the Initial Term Retention Bonus;

(v) without duplication of amounts otherwise payable pursuant to Section 5.2(c) hereof, if the Date of Termination occurs after the fifth anniversary of the Commencement Date, a Pro Rata Portion of the Extended Term Retention Bonus; and

(vi) such rights as the Executive may have under any other written agreement between the Company and the Executive which is currently in effect.

(b) The amounts owed under Section 6.3(a)(i) shall be paid within fifteen (15) days of the Date of Termination, the amounts owed under Section 6.3(a)(ii), unless otherwise expressly specified herein, shall be paid in accordance with the policies and procedures of the Company in effect at the time the applicable expenses were incurred, and the amounts owed under Sections 6.3(a)(iv) and 6.3(a)(v) shall be paid within sixty (60) days of the Date of Termination. Any amounts owed under Section 6.3(a)(iii) shall be payable in accordance with the terms of the applicable plans and programs.

(c) The Company may terminate the Executive for Cause. In each case, the existence of Cause must be confirmed by the Board prior to any termination therefor. In the event of such a confirmation, the Company shall notify the Executive that the Company intends to terminate the Executive's employment for Cause under this Section 6.3. Such notification shall specify the act, or acts, on the basis of which the Board has so confirmed the existence of Cause.

6.4. No Mitigation; No Offset. In the event of any termination of employment, the Executive shall be under no obligation to seek other employment and there shall be no offset against any amounts due the Executive under this Agreement on account of any remuneration attributable to any subsequent employment that the Executive may obtain. Any amounts due under this Section 6 are in the nature of severance payments, or liquidated damages, or both, and are not in the nature of a penalty.

6.5. Notice of Termination. Any termination of the Executive's employment under this Section 6 shall be communicated by a notice of termination (the "Notice of Termination") to the other party hereto given in accordance with Section 13.3 hereof. Such notice shall (a) indicate the

specific termination provision in this Agreement relied upon, (b) set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provision so indicated, and (c) if the termination date is other than the date of receipt of such notice, specify the date on which the Executive's employment is to be terminated (which date shall not be earlier than the date on which such notice is actually received).

7. Confidential Information. The Executive acknowledges that the confidential or proprietary information obtained by him while employed by the Company concerning the business or affairs of the Company or any Affiliate ("Confidential Information") is the property of the Company or such Affiliate, as the case may be. For purposes of this Agreement, the term "Confidential Information" does not include information that the Executive can demonstrate (a) was in the Executive's possession prior to first being employed by the Company, provided that such information is not known by the Executive to be subject to another confidentiality agreement with, or other obligation of secrecy to, the Company or another party, (b) is generally available to the public and became generally available to the public other than as a result of a disclosure in violation of this Agreement, (c) became available to the Executive on a non-confidential basis from a third party, provided that such third party is not known by the Executive to be bound by a confidentiality agreement with, or other obligation of secrecy to, the Company or another party or is otherwise prohibited from providing such information to the Executive by a contractual, legal or fiduciary obligation or (d) the Executive is required to disclose pursuant to applicable law or regulation (as to which information, the Executive will provide the Company with prior notice of such requirement and, if practicable, an opportunity to obtain an appropriate protective order). The Executive agrees that he will not during the Term of Employment and for the two-year period following the Term of Employment, willfully disclose Confidential Information to any Person (other than employees of the Company or any Affiliate or any other Person expressly authorized by the Board to receive Confidential Information or otherwise as required in the course of his duties during the Term of Employment) or use for his own account any Confidential Information without the prior written consent of the Board. The Executive shall deliver to the Company at the termination of the Term of Employment, or at any other time the Board may request in writing, all memoranda, notes, plans, records, reports, computer tapes and software and other documents and data (and copies thereof) containing Confidential Information or Work Product which he may then possess or have under his control. The Company shall, upon the Executive's request, provide to the Executive a copy of such documents as may be reasonably necessary for the Executive to exercise his rights under Section 11 hereof, or to defend himself in any third party or shareholder disputes, and which shall otherwise remain subject to the provisions of this Section 7.

8. Work Product. The Executive agrees that all inventions, innovations, improvements, developments, methods, designs, analyses, reports and all similar or related information which relate to the Company's or its Subsidiaries' actual business, research and development or existing products or services and which are conceived, developed or made by the Executive while employed with the Company ("Work Product") belong to the Company or such Subsidiary, provided that the Executive shall have a perpetual, non-exclusive, royalty-free license (without the right to sub-license) to use any business modeling programs he creates so long as such use would not violate the provisions of Section 9 hereof. Upon the written request of the Board, the Executive will promptly disclose such

Work Product to the Board and perform all actions reasonably requested by the Board (whether during or after the Term of Employment) to establish and confirm such ownership.

9. Noncompete and Non-Solicitation.

9.1. Noncompete. The Executive acknowledges that in the course of his employment with the Company he will become familiar with the trade secrets and other confidential information of the Company and the Subsidiaries of the Company and that his services will be of special, unique and extraordinary value to the Company. Therefore, the Executive agrees that, during the Term of Employment and for an additional period (the "Noncompete Period") equal to (i) in the event that the Executive's employment is terminated pursuant to Section 6.1 hereof, for a period of six (6) months thereafter or (ii) in the event that the Executive's employment terminated pursuant to Section 6.3 hereof, for a period of one (1) year thereafter, he shall not directly or indirectly own, manage, control, participate in, consult with, or render services for any "Competing Business" (as defined below) in any "Competing Market" (as defined below). For purposes of this Section 91, a "Competing Business" is one in which the predominant activities of the business are classified under the same principal Standard Industrial Classification category (using the categories as in effect on April 1, 1999) as any of the "Material Lines" (as defined below) of the Company and the Affiliates. A division or subsidiary of a diversified business will be treated as a Competing Business only if (A) the diversified business falls within the preceding sentence and (B) either (1) the Executive directly provides services to that division or subsidiary as his primary employment within the diversified business or (2) that division or subsidiary would be a Material Line on a consolidated basis as defined below for the potentially competing diversified business. A "Competing Market" is a geographic market (as defined by The Arbitron Company) in which the Company or any Affiliate has, on or before the Date of Termination, with respect to one or more Material Lines, (i) commenced material operations or (ii) determined before such date to commence such material operations and committed substantial resources to either determining the feasibility of such commencement or actually commencing such operations. A geographic market in which the Company or any Affiliate operates a Material Line will only be treated as a Competing Market for the Material Line in that market, and not for other Material Lines or other operations of the Company and its Affiliates. A "Material Line" is a division, subsidiary, or business line from which the Company and its Affiliates derived at least 25% of audited consolidated gross revenues for the Company's fiscal year ended before the Date of Termination. The Company agrees that entities primarily engaged in conducting business or providing services or goods through the Internet (whether wireline or wireless) including the Internet transmission of music, are expressly excluded from the intended scope of this provision and thus not Competing Businesses. Nothing herein shall prohibit the Executive from being a passive owner of not more than 4.9% of the outstanding stock of any class of a corporation which is publicly traded, so long as the Executive has no active participation in the business of such corporation.

9.2. Non-Solicitation. During the Noncompete Period, the Executive shall not directly or indirectly through another Person (i) induce or attempt to induce any employee of the Company or any Subsidiary of the Company to leave the employ of such Person, (ii) hire any individual who was an executive of the Company or its Subsidiaries, a station or regional manager of the Company or its Subsidiaries or a radio personality employed by the Company or its Subsidiaries at any time during the Term of Employment (other than individuals who have not been employed by

the Company or a Subsidiary of the Company for a period of at least six months prior to employment by the Executive directly or indirectly through another Person), or (iii) induce or attempt to induce any customer, supplier, licensee or other Person having a business relationship with the Company or any Subsidiary of the Company to cease doing business with the Company or such Subsidiary of the Company, or interfere materially with the relationship between any such customer, supplier, licensee or other Person having a business relationship with the Company or any Subsidiary of the Company.

9.3. Modification of Duration, Scope or Area. If, at the time of enforcement of this Section 9, a court shall hold that the duration, scope or area restrictions stated herein are unreasonable under circumstances then existing, the parties agree that the maximum duration, scope or area reasonable under such circumstances shall be substituted for the stated duration, scope or area and that the court shall be allowed to revise the restrictions contained herein to cover the maximum period, scope and area permitted by law.

10. Non-Exclusivity of Rights. Nothing in this Agreement shall limit or otherwise prejudice such rights as the Executive may have under any future agreements with the Company.

11. Resolution of Disputes. Any disputes arising under or in connection with this Agreement shall be resolved by arbitration, to be held in Baltimore, Maryland, in accordance with the Commercial Arbitration Rules and procedures of the American Arbitration Association. Such arbitration shall be before a single arbitrator who shall be a retired federal or Maryland State judge acceptable to the Company and the Executive. In the event that the Executive and the Company cannot agree upon an arbitrator within thirty (30) days of a notice demanding such agreement from one to the other, the arbitrator shall be chosen by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The decision of the arbitrator shall be final, conclusive and binding upon the Company and the Executive. All costs, fees and expenses, including attorney fees, of any arbitration in connection with this Agreement, which results in any final decision of the arbitrator requiring the Company to make a payment to the Executive beyond what was offered to the Executive by the Company, shall be borne by, and be the obligation of, the Company. In no event shall the Executive be required to reimburse the Company for any of the costs and expenses incurred by the Company relating to any arbitration. If the Executive has had an opportunity to be heard by the Board and the Board has made a good faith determination to terminate the Executive hereunder, the Company may suspend payments to the Executive of his Annual Base Salary; provided that in the event that an arbitrator finds in favor of the Executive, the Company shall pay such suspended Annual Base Salary payments to the Executive, together with interest thereon at the greater of 8% or prime plus 3% per annum from the date such payments were due to the date actually paid. The obligation of the Company and the Executive under this Section 11 shall survive the termination for any reason of the Term of Employment (whether such termination is by the Company, by the Executive, or upon the expiration of the Term of Employment).

12. Successors.

12.1. Executive. This Agreement is personal to the Executive and, without the prior express written consent of the Company, shall not be assignable by the Executive, except that the Executive's rights to receive any compensation or benefits under this Agreement may be transferred

or assigned pursuant to testamentary disposition or intestate succession or pursuant to a qualified domestic relations order. This Agreement shall inure to the benefit of and be enforceable by the Executive's heirs, beneficiaries and/or legal representatives.

12.2. The Company. This Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns, provided that the Company may only transfer or assign this Agreement with the Executive's prior written consent.

13. Miscellaneous.

13.1. Applicable Law. The corporate law of the State of Delaware will govern all questions concerning the relative rights of the Company and its stockholders. All other questions concerning the construction, validity and interpretation of this Agreement shall be governed by and construed in accordance with the internal laws of the State of Maryland.

13.2. Amendments/Waiver. This Agreement may not be amended or modified other than by a written agreement executed by the parties hereto or their respective successors and legal representatives. No waiver by any party to this Agreement of any breach of any term, provision or condition of this Agreement by the other party shall be deemed a waiver of a similar or dissimilar term, provision or condition at the same time, or any prior or subsequent time.

13.3. Notices. All notices, waivers and other communications hereunder shall be in writing and shall be given by hand-delivery to the other party, by facsimile (with appropriate confirmation of transmission), by reputable overnight courier, or by registered or certified mail, return receipt requested, postage prepaid, and shall be deemed delivered when actually delivered by hand, upon receipt of confirmation of facsimile transmission, three (3) days after mailing, or one (1) day after dispatch by overnight courier, addressed as follows:

If to the Executive:

Mr. Scott R. Royster
1519 Kingman Place, N.W.
Washington, D.C. 20005

If to the Company:

Radio One, Inc.
5900 Princess Garden Parkway, 8/th/ Floor
Lanham, MD 20706
Attention: Alfred C. Liggins, III
Facsimile: 301-306-9694

or to such other address as either party shall have furnished to the other in writing in accordance herewith.

13.4. Withholding. Notwithstanding anything else to the contrary herein, the Company may withhold from any amounts payable under this Agreement such taxes as shall be required to be withheld pursuant to any applicable law or regulation. Where amounts are payable to the Executive pursuant to this Agreement both in cash and in a form other than cash, the Company may, at its option and upon prior notice to the Executive, withhold from such cash payments, or withhold from such payments in a form other than cash, or withhold from both.

13.5. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any party hereto under this Agreement will not be materially and adversely affected thereby: (a) such provision will be fully severable; (b) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom; and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as shall be agreed upon by the Company and the Executive.

13.6. Captions. The captions of this Agreement are not part of the provisions hereof and shall have no force or effect.

13.7. Entire Agreement. This Agreement contains the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, understandings, discussions, negotiations and undertakings, whether written or oral, between the parties with respect thereto.

13.8. Counterparts. This Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

13.9. Representation. The Executive represents and warrants that the performance of the Executive's duties and obligations under this Agreement will not violate any agreement between the Executive and any other Person.

13.10. Survivorship. The respective rights and obligations of the parties under this Agreement shall survive any termination of this Agreement or the Executive's employment hereunder for any reason to the extent necessary to the intended preservation of such rights and obligations.

13.11. Right of Offset. The Executive and the Company agree that concurrently with the execution and delivery of this Agreement the Company and the Executive are entering into the Promissory Note and the Note and Pledge Agreement. At the sole option of Executive, any amounts due under the Promissory Note and the Note and Pledge Agreement shall be offset against any amount due under or with respect to this Agreement.

[END OF PAGE]
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Executive has hereunto set his hand, and the Company has caused this Amended and Restated Employment Agreement to be executed in its name and on its behalf by its authorized representative, all as of the day and year first above written.

RADIO ONE, INC.,
a Delaware corporation

By: /s/ Alfred C. Liggins, III

Name: Alfred C. Liggins, III
Title: Chief Executive Officer and President

EXECUTIVE:

/s/ Scott R. Royster

Scott R. Royster

Exhibit 10.56

EXECUTION COPY

==

AMENDED AND RESTATED

EMPLOYMENT AGREEMENT

BETWEEN

RADIO ONE, INC.

AND

LINDA J. ECKARD VILARDO

Dated effective as of October 31, 2000

==

TABLE OF CONTENTS

		Page
1.	Definitions	1
2.	Employment	4
3.	Term of Employment	5
4.	Positions, Responsibilities and Duties	5
4.1.	Duties	5
4.2.	Attention to Duties and Responsibilities	5
5.	Compensation and Other Awards	5
5.1.	Annual Base Salary	5
5.2.	Annual Incentive Compensation; Retention Bonus; Tax Offset Bonus	5
5.3.	Retirement and Savings Plans	6
5.4.	Welfare Benefit Plans	6
5.5.	Expense Reimbursement	6
5.6.	Vacation Benefits	6
5.7.	Wireless Telephone Allowance	6
5.8.	Geographic Location	6
5.9.	Stock Options	7
5.10.	Subscription for and Purchase of Class D Common Stock; Repurchase of Purchased Class D Common Stock	7
5.11.	Promissory Note and Stock Pledge Agreement	9
6.	Termination	9
6.1.	Termination Upon Expiration of Term of Employment or by Executive Upon Change of Control	9
6.2.	Termination by the Company Without Cause or Upon Change of Control or by Executive for Good Reason	11
6.3.	Termination Due to Death or Disability, by the Company for Cause or by Executive without Good Reason	12
6.4.	No Mitigation; No Offset	13
6.5.	Notice of Termination	13
7.	Confidential Information	14
8.	Work Product	14
9.	Noncompete, Non-Solicitation	14

Page

10. Non-Exclusivity of Rights.................... 15

11. Resolution of Disputes.................... 16

12. Indemnification.................... 16

13. Successors.................... 16
    13.1. Executive.................... 16
    13.2. The Company.................... 16

14. Miscellaneous.................... 16
    14.1. Applicable Law.................... 16
    14.2. Amendments/Waiver.................... 17
    14.3. Notices.................... 17
    14.4. Withholding.................... 17
    14.5. Severability.................... 17
    14.6. Captions.................... 18
    14.7. Entire Agreement.................... 18
    14.8. Counterparts.................... 18
    14.9. Representation.................... 18
    14.10. Survivorship.................... 18
    14.11. Right of Offset.................... 18

Exhibits
- --------

Exhibit A - Option Agreements
Exhibit B - Form of 83(b) Election
Exhibit C - Promissory Note and Stock Pledge Agreement

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

THIS AMENDED AND RESTATED EMPLOYMENT AGREEMENT (this "Agreement"), dated effective as of October 31, 2000, is made by and between Radio One, Inc., a Delaware corporation (the "Company"), and Linda J. Eckard Vilardo, formerly known as Linda J. Eckard (the "Executive").

WHEREAS, the Company and the Executive are parties to an Employment Agreement dated effective as of January 1, 1999 (the "Original Agreement"); and

WHEREAS, the Company and the Executive wish to amend and restate the Original Agreement in its entirety as set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the Company and the Executive hereby agree that the Original Agreement shall be, and hereby is, amended and restated in its entirety as follows:

1. Definitions.

"Affiliate" shall mean any Person directly or indirectly controlling, controlled by, or under common control with, the Company.

"Annual Base Salary" shall mean the annual base salary as described in Section 5.1 hereof.

"Annual Incentive" shall have the meaning set forth in Section 5.2(a) hereof.

"Board" shall mean the board of directors of the Company.

"Cause" shall mean (i) the commission by the Executive of a felony, fraud, embezzlement or an act of serious, criminal moral turpitude which, in case of any of the foregoing, in the good faith judgment of the Board, is likely to cause material harm to the business of the Company and the Company Affiliates, taken as a whole, provided that in the absence of a conviction or plea of nolo contendere, the Company will have the burden of proving the commission of such act by clear and convincing evidence, (ii) the commission of an act by the Executive constituting material financial dishonesty against the Company or any Company Affiliate, provided that in the absence of a conviction or plea of nolo contendere, the Company will have the burden of proving the commission of such act by a preponderance of the evidence, (iii) the repeated refusal by the Executive to use her reasonable and diligent efforts to follow the lawful and reasonable directives (in light of the terms of this Agreement) of the Board with respect to a matter or matters within the control of the Executive, or (iv) the Executive's willful gross neglect in carrying out her material duties and responsibilities under this Agreement, provided, that, unless the Board reasonably determines that a breach described in clause (iii) or (iv) is not curable, the Executive will, subject to the following

proviso, be given written notice of such breach and will be given an opportunity to cure such breach to the reasonable satisfaction of the Board within thirty (30) days of receipt of such written notice (subject to the Executive's right to seek arbitration of the cure of such breach as provided in Section 11 of this Agreement), and, provided further, that the Executive will only be entitled to cure two such defaults during the Term of Employment.

"Change of Control" shall be deemed to have occurred in the event of a transaction or series of related transactions pursuant to which any Person or group (as such term is defined in Section 13(d)(3) of the Securities Exchange Act of 1934, as amended) of Persons, other than Catherine L. Hughes and Alfred C. Liggins, III, (a) acquire, whether by merger, consolidation or transfer or issuance of capital stock, capital stock of the Company (or any surviving or resulting company) possessing the voting power to elect a majority of the Board of the Company (or such surviving or resulting company) or (b) acquire all or substantially all of the Company's assets determined on a consolidated basis.

"Class A Common Stock" shall mean the Company's class A common stock, par value $.001 per share.

"Class A Options" shall have the meaning set forth in Section 5.9 hereof.

"Class D Common Stock" shall mean the Company's class D common stock, par value $.001 per share.

"Class D Options" shall have the meaning set forth in Section 5.9 hereof.

"COBRA" shall mean the requirements of Part 6 of Subtitle B of Title I of ERISA and Code (S)4980B and of similar state law.

"CODE" shall mean the Internal Revenue Code of 1986, as amended.

"Commencement Date" shall have the meaning set forth in Section 3 hereof.

"Common Stock" shall mean all classes of the Company's Common Stock and any capital stock of the Company distributed after the date of this Agreement with respect to shares of Common Stock by way of dividend, distribution, stock split, exchange, conversion, merger, consolidation, reorganization or other recapitalization.

"Company Affiliate" shall mean any Subsidiary of the Company.

"Confidential Information" shall have the meaning set forth in Section 7 hereof.

"Date of Termination" shall mean the earlier of (a) the date of termination, if any, specified in the Notice of Termination (which date shall not be earlier than the date of receipt of such Notice of Termination) or (b) the date on which the Executive's employment under this Agreement actually terminates.

"Disability" shall mean the Executive's inability to render the services required under this Agreement by reason of a physical or mental disability for ninety (90) days, which need not be consecutive, during any twelve (12) consecutive month period, and the effective date of such Disability shall be the day next following such ninetieth (90/th/) day. A determination of Disability will be made by a physician satisfactory to both the Executive and the Company; provided that if the Executive and the Company cannot agree as to a physician, then each will select a physician and such physicians shall together select a third physician, whose determination as to Disability shall be completed within ten (10) days of the date on which the disagreement between the Executive and the Company arose and the decision of such third physician will be final and binding on the Executive and the Company. The Executive and the Company shall have the right to present to such physician such information and arguments as each deems appropriate, including the opinion of other physicians.

"ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended.

"Extended Term" shall have the meaning set forth in Section 3 hereof.

"Extended Term Retention Bonus" shall have the meaning set forth in Section 5.2(b) hereof.

"Good Reason" shall be deemed to exist if, without the express written consent of the Executive, (a) the Executive's rate of Annual Base Salary (as provided in Section 5.1 of this Agreement), including any increases, is reduced, (b) the Executive suffers a substantial reduction in her title, duties or responsibilities, (c) the Company's headquarters shall be located outside the geographic area described in Section 5.8 hereof, (d) the Company fails to pay the Executive's Annual Base Salary when due or to pay any other material amount due to the Executive hereunder within five (5) days of written notice from the Executive, (e) the Company materially breaches this Agreement (other than a breach described in the preceding clause (d)) and fails to correct such breach within thirty (30) days after receiving the Executive's demand that it remedy the breach, or (f) the Company fails to obtain a satisfactory written agreement from any successor to assume and agree to perform this Agreement, which successor the Executive reasonably concludes is capable of performing the Company's financial obligations under this Agreement.

"Initial Term" shall have the meaning set forth in Section 3 hereof.

"Noncompete Period" shall have the meaning set forth in Section 9(a) hereof.

"Note and Pledge Agreement" shall have the meaning set forth in Section 5.11 hereof.

"Notice of Termination" shall have the meaning set forth in Section 6.5 hereof.

"Options" shall have the meaning set forth in Section 5.9 hereof.

"Option Agreements" shall have the meaning set forth in Section 5.9 hereof.

"Option Shares" shall have the meaning set forth in Section 5.9 hereof.

"Original Agreement" has the meaning set forth in the recitals hereof.

"Person" shall mean any natural or legal person including any individual, partnership, joint venture, corporation, association, joint stock company, limited liability company, trust, unincorporated organization or government or any department or agency or political subdivision thereof.

"Pro Rata Portion" shall mean, with respect to the Extended Term Retention Bonus, a portion of the Extended Term Retention Bonus equal to a fraction, the numerator of which shall be the number of days between the first day of the Extended Term and the Date of Termination, and the denominator of which shall be One Thousand Four Hundred and Sixty (1,460).

"Purchased Class D Common Stock" shall have the meaning set forth in Section 5.10(a) hereof.

"Section 6.1 Severance Period" shall have the meaning set forth in Section 6.1(a)(i) hereof.

"Section 6.2 Severance Period" shall have the meaning set forth in Section 6.2(a)(i) hereof.

"Subsidiary" shall mean, with respect to any Person, a corporation of which the securities having a majority of the voting power in electing directors are, at the time of determination, owned by such Person, directly or through one or more Subsidiaries.

"Term of Employment" shall have the meaning set forth in Section 3 hereof.

"Transfer" shall mean a sale, transfer, assignment, pledge, hypothecation, mortgage or other disposition (whether with or without consideration and whether voluntarily or involuntarily or by operation of law) of any interest in any Option Shares or Common Stock.

"Withholding Amount" shall have the meaning set forth in Section 5.10(c) hereof.

"Work Product" shall have the meaning set forth in Section 8 hereof.

2. Employment. During the Term of Employment, subject to the terms and provisions set forth in this Agreement, the Company shall continue to employ the Executive as the General Counsel of the Company and the Executive hereby accepts such employment. Effective as of February 15, 2001 and for the duration of the Term of Employment, subject to the terms and provisions set forth in this Agreement, the Company shall also employ the Executive as Vice President of the Company, and the Executive hereby agrees to accept such position as of such date.

3. Term of Employment. The term of employment under this Agreement shall commence as of the date hereof (the "Commencement Date") and, unless earlier terminated by the Company or the Executive under Section 6 of this Agreement, shall continue until October 31, 2004 (the "Initial Term"), provided, however, that the term of employment under this Agreement may be extended for an additional period of four years upon mutual agreement of the parties (the "Extended Term", and together with the Initial Term, the "Term of Employment").

4. Positions, Responsibilities and Duties.

4.1. Duties. During the Term of Employment, the Executive, as General Counsel and/or Vice President of the Company, shall be responsible, subject to the direction of the Board, for the legal affairs and operations of the Company, for assisting the Chief Executive Officer in executing strategic initiatives, and for such other duties and functions of a senior executive nature, commensurate with her titles, responsibility and remuneration as may be directed from time to time by the Board. The Executive shall report to the Chief Executive Officer and President.

4.2. Attention to Duties and Responsibilities. During the Term of Employment, the Executive shall devote substantially all of her business time to the business and affairs of the Company and shall use her best efforts, ability and fidelity to perform faithfully and efficiently her duties and responsibilities.

5. Compensation and Other Awards.

5.1. Annual Base Salary. Commencing on January 1, 2001, as compensation for the services to be provided by the Executive under this Agreement, the Company shall pay the Executive an annual base salary of Two-Hundred Twenty-Thousand Dollars ($220,000.00). The Executive's annual base salary shall be increased (but not decreased) at the commencement of each subsequent calendar year by an amount which shall be no less than five percent (5%) of such annual base salary in effect immediately prior to such increase, or such greater amount as the Board in its sole discretion shall decide. Such annual base salary shall be payable to the Executive in equal installments at least twice per month in accordance with the Company's regular payroll practice.

5.2. Annual Incentive Compensation; Retention Bonus; Tax Offset Bonus.

(a) The Board may, in its sole discretion, award an annual incentive cash payment (the "Annual Incentive") to the Executive during each or any year occurring during the Term of Employment based upon the Executive's performance and the Company's operating results during any such year. The Annual Incentive, if any, shall be due and payable by the Company on or before February 28 of the year immediately following the year for which such Annual Incentive is awarded.

(b) If the Executive has remained in the full-time and continuous employ (subject to vacation and sick time in accordance with this Agreement and the policies of the Company then in effect) of the Company from the Commencement Date through and including the end of the Extended Term, then the Company shall pay the Executive a bonus (the "Extended Term Retention

Bonus") in an amount equal to Two Million Five Thousand Dollars ($2,005,000.00). The Extended Term Retention Bonus awarded to the Employee hereunder, if any, shall be due and payable on the earlier of (i) November 1, 2008, and (ii) the termination of the Executive's employment pursuant to Section 6 hereto.

(c) With respect to each calendar year during the Term of Employment ending on or after October 31, 2002, the Company shall pay to the Executive a bonus in an amount equal to the product of (i) the amount of taxable income recognizable by the Executive during such calendar year because of the reduction of accrued but unpaid interest on the Principal Amount of the Note and Pledge Agreement or because no interest accrues or is payable on the Principal Amount of the Note and Pledge Agreement, and (ii) the combined highest marginal federal, state and local income tax rate applicable to an individual residing in the Executive's tax domicile during such calendar year. The bonus payable pursuant to this Section 5.2(c), if any, shall be due and payable by the Company on or before February 28 of the year immediately succeeding the calendar year to which such bonus relates.

5.3. Retirement and Savings Plans. During the Term of Employment and to the extent eligible, the Executive shall participate in all pension, retirement, savings and other employee benefit plans and programs applicable to peer executives of the Company.

5.4. Welfare Benefit Plans. During the Term of Employment and to the extent eligible, the Executive, the Executive's spouse, if any, and the Executive's eligible dependents, if any, shall participate in and be covered by all welfare benefit plans and programs applicable to peer executives of the Company.

5.5. Expense Reimbursement. During the Term of Employment, the Executive shall be entitled to receive prompt reimbursement for all reasonable expenses incurred by the Executive in performing her duties and responsibilities hereunder in accordance with the policies and procedures of the Company as in effect at the time the expense was incurred, as the same may be changed prospectively from time to time.

5.6. Vacation Benefits. During the Term of Employment, the Executive shall be entitled to three (3) weeks paid vacation annually at such times which do not materially interfere with the operations of the Company. Any vacation not used by the Executive during any calendar year during the Term of Employment shall accumulate to the extent permitted by and in accordance with the Company policy then in effect.

5.7. Wireless Telephone Allowance. During the Term of Employment, the Executive shall be entitled to use of a wireless telephone with all equipment and service costs thereof to be borne by the Company.

5.8. Geographic Location. The Executive's services hereunder shall be rendered primarily in (a) the Washington, D.C. metropolitan area, or (b) such other location mutually agreed to by the Company and the Executive.

5.9. Stock Options. Effective as of May 5, 1999, the Company granted to the Executive options to purchase (a) Thirty-One Thousand Seventy-Seven (31,077) shares of Class A Common Stock (the "Class A Options") and (b) Sixty-Two Thousand One Hundred Fifty-Four (62,154) shares of Class D Common Stock (the "Class D Options"). (The Class A Options and the Class D Options are collectively referred to herein as the "Options," and the shares of Class A Common Stock and Class D Common Stock obtainable upon exercise of such Options are collectively referred to herein as the "Option Shares"). Except as set forth in this Section 5.9, all terms and conditions of such Options (and of such Class A Common Stock and Class D Common Stock to be issued upon the exercise of such Options) shall be set forth in the option agreements attached hereto as Exhibit A evidencing the grant of such Options (the "Option Agreements").

(a) The price payable by the Executive for each Option Share shall be as set forth in the Option Agreements.

(b) The Options to purchase Option Shares shall vest and first become exercisable as described in the vesting schedule set forth in the Option Agreements.

(c) Upon a Change of Control, all of the Executive's Options shall become fully and immediately exercisable.

(d) Upon termination of the Executive's employment hereunder, any then unexercisable Option shall expire and be immediately forfeited. The Executive's right to exercise any exercisable Option following termination of her employment shall also expire and be forfeited to the extent that such Options are not exercised on or before the ninetieth (90/th/) day following such termination.

(e) All unexercised Options to acquire Option Shares shall expire on the tenth anniversary of their respective dates of grant.

(f) During the Term of Employment, the Executive may not Transfer any Options, whether or not exercised.

5.10. Subscription for and Purchase of Class D Common Stock; Repurchase of Purchased Class D Common Stock.

(a) The Executive hereby subscribes for and agrees to purchase, and the Company hereby agrees to issue and sell to the Executive on the date hereof, Two Hundred Fifty Thousand (250,000) shares of Class D Common Stock (the "Purchased Class D Common Stock"), for an aggregate purchase price of Two Million Five Thousand Dollars ($2,005,000.00).

(b) The Company and the Executive agree that as of the Commencement Date, the value of the Purchased Class D Common Stock is Two Million Five Thousand Dollars ($2,005,000.00). The Company and the Executive shall use reasonable efforts to take accounting and tax positions consistent with such valuation. Not later than thirty (30) days after the Commencement Date, the Executive shall make an election, in the form attached hereto as Exhibit B, to have the

Purchased Class D Common Stock taxed under the provisions of (S)83(b) of the Internal Revenue Code.

(c) The Executive shall be responsible for the payment of any withholding tax requirement arising from her purchase of the Purchased Class D Common Stock. The amount of withholding tax required with respect to the Executive's purchase of the Purchased Class D Common Stock (the "Withholding Amount") shall be determined by the Treasurer or other appropriate officer of the Company, and the Executive shall furnish such information and make such representations as such officer requires to make such determination. The Company shall notify the Executive of the Withholding Amount and the Executive shall pay such Withholding Amount to the Company, either in cash, by certified cashier's check, or by delivery to the Company of a full recourse promissory note of the Executive in form and substance acceptable to the Company. The Company shall remit the Withholding Amount to the appropriate taxing authority or authorities.

(d) The Purchased Class D Common Stock shall vest in twenty-four (24) equal portions on the last day of each calendar month beginning November 1, 2002, through and including October 31, 2004.

(e) Upon a Change of Control, all of the Executive's unvested Class D Common Stock shall immediately become fully vested.

(f) During the Term of Employment, the Executive may not Transfer any unvested Purchased Class D Common Stock, except as provided in Section 5.10(g) hereof and except that the Executive may pledge shares of unvested Purchased Class D Common Stock to the Company. Any Transfer or attempted Transfer of any unvested Purchased Class D Common Stock in violation of this Section 5.10(f) shall be null and void, and the Company shall not record such Transfer on its books or treat any purported transferee of such unvested Purchased Class D Common Stock as the owner of such securities for any purpose.

(g) Upon termination of the Executive's employment hereunder, (i) the Company may repurchase from the Executive any unvested Purchased Class D Common Stock and (ii) the Executive may require the Company to repurchase from the Executive any unvested Purchased Class D Common Stock, in each case for a purchase price of Eight Dollars and Two Cents ($8.02) per share.

(h) The Executive hereby acknowledges that the Purchased Class D Common Stock has not been registered under the Securities Act of 1933, as amended, and accordingly, such Purchased Class D Common Stock may be subject to certain transfer restrictions (in addition to the transfer restrictions on unvested Purchased Class D Common Stock set forth in Section 5.10(f) hereof). The certificate(s) representing such Purchased Class D Common Stock will bear the following legend:

> THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF

AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR AN EXEMPTION FROM REGISTRATION THEREUNDER. THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY ALSO BE SUBJECT TO ADDITIONAL RESTRICTIONS ON TRANSFER, CERTAIN REPURCHASE OPTIONS, AND CERTAIN OTHER AGREEMENTS SET FORTH IN AN EMPLOYMENT AGREEMENT BETWEEN THE COMPANY AND THE SIGNATORY THERETO DATED AS OF OCTOBER 31, 2000. A COPY OF SUCH AGREEMENT MAY BE OBTAINED BY THE HOLDER HEREOF AT THE COMPANY'S PRINCIPAL PLACE OF BUSINESS WITHOUT CHARGE.

(i) The Company shall use its commercially reasonable efforts to include in any registration statement on Form S-3 (or any similar or successor "short-form" registration statement, other than any such registration statement relating to the issuance of shares of Common Stock or rights to receive shares of Common Stock pursuant to any employee benefit or equity compensation plan or relating to any transaction described in Rule 145 under the Securities Act of 1933, as amended) filed with the Securities and Exchange Commission after October 31, 2002, shares of Purchased Class D Common Stock owned by the Executive that have become vested pursuant to Section 510 hereof on or before the date on which such registration statement is filed or becomes effective.

5.11. Promissory Note and Stock Pledge Agreement. In order to finance the Executive's purchase of the Purchased Class D Common Stock pursuant to Section 5.10, the Company shall loan to the Executive on the Commencement Date the principal amount of Two Million Five Thousand Dollars ($2,005,000.00), evidenced by the Promissory Note and Stock Pledge Agreement of even date herewith and attached hereto as Exhibit C (the "Note and Pledge Agreement"), pursuant to which the Executive shall pledge all of the Purchased Class D Common Stock to the Company.

6. Termination. The Executive's employment hereunder may be terminated under the following circumstances:

6.1. Termination Upon Expiration of Term of Employment or by Executive Upon Change of Control.

(a) In the event of a termination by the Company of the Executive's employment under this Agreement upon expiration of the Term of Employment (whether upon expiration of the Initial Term or the Extended Term) in accordance with Section 3 hereof (except as provided in Section 6.2 hereof) or pursuant to Section 6.1(c) hereof, the Term of Employment shall end and, notwithstanding Section 5 hereof, the Executive shall only be entitled to:

(i) the continuation of the Annual Base Salary at the rate then in effect (as provided in Section 5.1 of this Agreement) on the Date of Termination for a period of six (6) months commencing on such Date of Termination (the "Section 6.1 Severance Period").

(ii) any Annual Base Salary accrued to the Date of Termination, and any Annual Incentive relating to a prior year actually awarded or, relating to any year, objectively determinable, but not yet paid as of the Date of Termination;

(iii) reimbursement for all expenses (under Sections 5.5 and 5.7 of this Agreement) incurred as of the Date of Termination, but not yet paid as of the Date of Termination;

(iv) to the extent applicable, and as so permitted by applicable law, the continuation of the Executive's welfare benefits (as described in Section 5.4 of this Agreement) at the level in effect on the Date of Termination during the Section 6.1 Severance Period or beyond as the law requires, and any other compensation and benefits as may be provided in accordance with the terms and provisions of applicable plans and programs, if any, generally applicable to executives of the Company or specifically applicable to the Executive, provided, that if Company is not able to provide continuing coverage under any such welfare benefit plan or program following the Executive's termination, the Company shall pay to the Executive cash in an amount sufficient to permit Executive to obtain substantially similar coverage outside of the Company's policy or program during such Section 6.1 Severance Period, and provided, further, that the Company shall pay all premiums for COBRA group health continuation coverage for the Executive and her dependents during such Section 6.1 Severance Period;

(v) without duplication of amounts otherwise payable pursuant to Section 5.2(b) hereof, if the Date of Termination occurs during the Extended Term, an amount equal to a Pro Rata Portion of the Extended Term Retention Bonus; and

(vi) such rights as the Executive may have under any other written agreement between the Company and the Executive which is then currently in effect.

(b) The amounts owed under Section 6.1(a)(i) shall be payable in equal bi-weekly installments from the Date of Termination through the expiration of the Section 6.1 Severance Period. The amounts owed under Section 6.1(a)(ii) shall be paid within fifteen (15) days of the Date of Termination. The amounts owed under Section 6.1(a)(iii), unless otherwise expressly specified herein, shall be paid in accordance with the policies and procedures of the Company in effect at the time the applicable expenses were incurred. The amounts owed under Section 6.1(a)(iv) shall be payable in accordance with the terms of the applicable plans and programs, except cash amounts to be paid in accordance with the proviso of Section 6.1(a)(iv), which shall be paid within sixty (60) days of the Date of Termination. The amounts owed under Section 6.1(a)(v) shall be paid within sixty (60) days of the Date of Termination.

(c) At any time during the six (6) month period immediately following a Change of Control, the Executive may, in her sole discretion and upon thirty (30) days' prior written notice to the Board, terminate her employment under this Agreement and receive the benefits provided under Section 6.1(a) hereof.

6.2. Termination by the Company Without Cause or Upon Change of Control or by Executive for Good Reason.

(a) In the event that the Company terminates the Executive's employment without Cause, or in accordance with Section 3 hereof at any time during the six month period immediately following a Change of Control, or if the Executive terminates her employment for Good Reason, the Executive shall only be entitled to:

(i) the continuation of the Annual Base Salary at the rate then in effect (as provided in Section 5.1 of this Agreement) on the Date of Termination for a period of twelve (12) months commencing on such Date of Termination (the "Section 6.2 Severance Period").

(ii) any Annual Base Salary accrued to the Date of Termination, and any Annual Incentive relating to a prior year actually awarded or, relating to any year, objectively determinable, but not yet paid as of the Date of Termination;

(iii) reimbursement for all expenses (under Sections 5.5 and 5.7 of this Agreement) incurred as of the Date of Termination, but not yet paid as of the Date of Termination;

(iv) to the extent applicable, and as so permitted by applicable law, the continuation of the Executive's welfare benefits (as described in Section 5.4 of this Agreement) at the level in effect on the Date of Termination during the Section 6.2 Severance Period or beyond as the law requires, and any other compensation and benefits as may be provided in accordance with the terms and provisions of applicable plans and programs, if any, generally applicable to executives of the Company or specifically applicable to the Executive, provided, that if Company is not able to provide continuing coverage under any such welfare benefit plan or program following the Executive's termination, the Company shall pay to the Executive cash in an amount sufficient to permit Executive to obtain substantially similar coverage outside of the Company's policy or program during such Section 6.2 Severance Period, and provided, further, that the Company shall pay all premiums for COBRA group health continuation coverage for the Executive and her dependents during such Section 6.2 Severance Period;

(v) without duplication of amounts otherwise payable pursuant to Section 5.2(b) hereof, if the Date of Termination occurs during the Extended Term, an amount equal to a Pro Rata Portion of the Extended Term Retention Bonus; and

(vi) such rights as the Executive may have under any other written agreement between the Company and the Executive which is currently in effect.

(b) The amounts owed under Section 6.2(a)(i) shall be payable in equal bi-weekly installments from the Date of Termination through the expiration of the Section 6.2 Severance Period. The amounts owed under Section 6.2(a)(ii) shall be paid within fifteen (15) days of the Date of

Termination. The amounts owed under Section 6.2(a)(iii), unless otherwise expressly specified herein, shall be paid in accordance with the policies and procedures of the Company in effect at the time the applicable expenses were incurred. The amounts owed under Section 6.2(a)(iv) shall be payable in accordance with the terms of the applicable plans and programs, except cash amounts to be paid in accordance with the proviso of Section 6.2(a)(iv), which shall be paid within sixty (60) days of the Date of Termination. The amounts owed under Section 6.2(a)(v) shall be paid within sixty (60) days of the Date of Termination.

(c) Upon thirty (30) days' prior written notice to the Board, the Executive may terminate her employment under this Agreement for Good Reason and such notification shall specify the act, or acts, on the basis of which the Executive has found Good Reason. The Board shall then be provided the opportunity, within thirty (30) days of its receipt of such notification, to meet with the Executive to discuss such act or acts. If the Executive does not rescind her termination of employment at such meeting, the Executive's employment by the Company shall be terminated for Good Reason pursuant to this Section 6.2, subject to the Company's right to seek arbitration of the existence of Good Reason as provided in Section 11 of this Agreement, and the Executive shall receive the benefits provided under Section 6.2(a) hereof. The Company agrees that the Executive's continuation of her employment during the initial six-month period following the occurrence of a Good Reason shall not constitute a waiver of her rights to resign for Good Reason, which shall be preserved during such period.

6.3. Termination Due to Death or Disability, by the Company for Cause or by Executive without Good Reason.

(a) In the event of the Executive's death, or a termination of the Executive's employment under this Agreement by either the Company or the Executive due to Disability, or the termination by the Company of the Executive's employment under this Agreement for Cause, or if the Executive terminates her employment with the Company without Good Reason (other than as provided in Section 6.1(c)), the Term of Employment shall end and, notwithstanding Section 5 hereof, the Executive, her estate or other legal representative, as the case may be, shall only be entitled to:

(i) any Annual Base Salary accrued to the Date of Termination, and any Annual Incentive relating to a prior year actually awarded or, relating to any year, objectively determinable, but not yet paid as of the Date of Termination;

(ii) reimbursement for all expenses (under Sections 5.5 and 5.7 of this Agreement) incurred as of the Date of Termination, but not yet paid as of the Date of Termination;

(iii) any other compensation and benefits as may be provided in accordance with the terms and provisions of applicable plans and programs, if any, generally applicable to executives of the Company or specifically applicable to the Executive;

(iv) without duplication of amounts otherwise payable pursuant to Section 5.2(b) hereof, if the Date of Termination occurs during the Extended Term, an amount equal to a Pro Rata Portion of the Extended Term Retention Bonus; and

(v) such rights as the Executive may have under any other written agreement between the Company and the Executive which is currently in effect.

(b) The amounts owed under Section 6.3(a)(i) shall be paid within fifteen (15) days of the Date of Termination. The amounts owed under Section 6.3(a)(ii), unless otherwise expressly specified herein, shall be paid in accordance with the policies and procedures of the Company in effect at the time the applicable expenses were incurred. The amounts owed under Section 6.3(a)(iii) shall be payable in accordance with the terms of the applicable plans and programs. The amounts owed under Section 6.3(a)(iv) shall be paid within sixty (60) days of the Date of Termination.

(c) The Company may terminate the Executive for Cause. In each case, the existence of Cause must be confirmed by the Board prior to any termination therefor. In the event of such a confirmation, the Company shall notify the Executive that the Company intends to terminate the Executive's employment for Cause under this Section 6.3. Such notification shall specify the act, or acts, on the basis of which the Board has so confirmed the existence of Cause.

(d) In the event of the Executive's death, all benefits payable under this Section 6.3, unless the Company is otherwise subsequently notified by the Executive in writing, shall be paid to Daniel Vilardo, provided that if Daniel Vilardo predeceases the Executive or ceases to be the Executive's spouse, or the deaths of the Executive and Daniel Vilardo are substantially contemporaneous, such benefits shall be payable to the Executive's estate.

6.4. No Mitigation; No Offset. In the event of any termination of employment, the Executive shall be under no obligation to seek other employment and there shall be no offset against any amounts due the Executive under this Agreement on account of any remuneration attributable to any subsequent employment that the Executive may obtain. Any amounts due under this Section 6 are in the nature of severance payments, or liquidated damages, or both, and are not in the nature of a penalty.

6.5. Notice of Termination. Any termination of the Executive's employment under this Section 6 shall be communicated by a notice of termination (the "Notice of Termination") to the other party hereto given in accordance with Section 14.3 of this Agreement. Such notice shall (a) indicate the specific termination provision in this Agreement relied upon, (b) set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provision so indicated, and (c) if the termination date is other than the date of receipt of such notice, specify the date on which the Executive's employment is to be terminated (which date shall not be earlier than the date on which such notice is actually received).

7. Confidential Information. The Executive acknowledges that the confidential or proprietary information obtained by her while employed by the Company concerning the business or

affairs of the Company or any Affiliate of the Company ("Confidential Information") is the property of the Company or such Affiliate, as the case may be. For purposes of this Agreement, the term "Confidential Information" does not include information that the Executive can demonstrate (a) was in the Executive's possession prior to first being employed by the Company, provided that such information is not known by the Executive to be subject to another confidentiality agreement with, or other obligation of secrecy to, the Company or another party, (b) is generally available to the public and became generally available to the public other than as a result of a disclosure in violation of this Agreement, (c) became available to the Executive on a non-confidential basis from a third party, provided that such third party is not known by the Executive to be bound by a confidentiality agreement with, or other obligation of secrecy to, the Company or another party or is otherwise prohibited from providing such information to the Executive by a contractual, legal or fiduciary obligation or (d) the Executive is required to disclose pursuant to applicable law or regulation (as to which information, the Executive will provide the Company with prior notice of such requirement and, if practicable, an opportunity to obtain an appropriate protective order). The Executive agrees that she will not during the Term of Employment and for the two-year period following the Term of Employment, willfully disclose Confidential Information to any Person (other than employees of the Company or any Subsidiary thereof or any other Person expressly authorized by the Board to receive Confidential Information or otherwise as required in the course of her duties during the Term of Employment) or use for her own account any Confidential Information without the prior written consent of the Board. The Executive shall deliver to the Company at the termination of the Term of Employment, or at any other time the Board may request in writing, all memoranda, notes, plans, records, reports, computer tapes and software and other documents and data (and copies thereof) containing Confidential Information or Work Product which she may then possess or have under her control. The Company shall, upon the Executive's request, provide to the Executive a copy of such documents as may be reasonably necessary for the Executive to exercise her rights under Section 11 hereof, and which shall otherwise remain subject to the provisions of this Section 7.

8. Work Product. The Executive agrees that all inventions, innovations, improvements, developments, methods, designs, analyses, reports and all similar or related information which relate to the Company's or its Subsidiaries' actual business, research and development or existing products or services and which are conceived, developed or made by the Executive while employed with the Company ("Work Product") belong to the Company or such Subsidiary. Upon the written request of the Board, the Executive will promptly disclose such Work Product to the Board and perform all actions reasonably requested by the Board (whether during or after the Term of Employment) to establish and confirm such ownership.

9. Noncompete, Non-Solicitation.

(a) The Executive acknowledges that in the course of her employment with the Company she will become familiar with the trade secrets and other confidential information of the Company and the Subsidiaries of the Company and that her services will be of special, unique and extraordinary value to the Company. Therefore, the Executive agrees that, during the Term of Employment and for an additional period (the "Noncompete Period") equal to (i) in the event that the Executive's employment is terminated pursuant to Section 6.1 hereof, for a period of six (6) months thereafter or (ii) in the event that the Executive's employment terminated pursuant to Section

6.2 or Section 6.3 hereof, for a period of one (1) year thereafter, she shall not directly or indirectly own, manage, control, participate in, consult with, render services for, or in any manner engage in any business (including any division of a diversified business) the predominant activities of which would be classified under the same principal Standard Industrial Classification category as any of the businesses of the Company or any of its Subsidiaries in any geographic market (as defined by The Arbitron Company) in which the Company or any of its Subsidiaries (y) operates on the Date of the Termination or (z) commences operations during the Noncompete Period, and in either case continues to operate during the Non-Compete Period; provided, however, that for purposes of this clause (z), operations in a market shall be deemed to be commenced during the Noncompete Period only if the Company or such Subsidiary had determined prior to the Date of Termination to commence such operations or had committed substantial resources prior to the Date of Termination to determine the feasibility of commencing such operations. Nothing herein shall prohibit the Executive (i) from being a passive owner of not more than 4.9% of the outstanding stock of any class of a corporation which is publicly traded, so long as the Executive has no active participation in the business of such corporation, or (ii) from engaging in the private practice of law and representing any competitor of the Company, subject to the Executive's ethical obligations to the Company.

(b) During the Noncompete Period, the Executive shall not directly or indirectly through another Person (i) induce or attempt to induce any employee of the Company or any Subsidiary of the Company to leave the employ of such Person, (ii) hire any individual who was an executive of the Company or its Subsidiaries, a station or regional manager of the Company or its Subsidiaries or a radio personality employed by the Company or its Subsidiaries at any time during the Term of Employment (other than individuals who have not been employed by the Company or a Subsidiary of the Company for a period of at least six months prior to employment by the Executive directly or indirectly through another Person), or (iii) induce or attempt to induce any customer, supplier, licensee or other Person having a business relationship with the Company or any Subsidiary of the Company to cease doing business with the Company or such Subsidiary of the Company, or interfere materially with the relationship between any such customer, supplier, licensee or other Person having a business relationship with the Company or any Subsidiary of the Company.

(c) If, at the time of enforcement of this Section 9, a court shall hold that the duration, scope or area restrictions stated herein are unreasonable under circumstances then existing, the parties agree that the maximum duration, scope or area reasonable under such circumstances shall be substituted for the stated duration, scope or area and that the court shall be allowed to revise the restrictions contained herein to cover the maximum period, scope and area permitted by law.

10. Non-Exclusivity of Rights. Nothing in this Agreement shall limit or otherwise prejudice such rights as the Executive may have under any future agreements with the Company.

11. Resolution of Disputes. Any disputes arising under or in connection with this Agreement shall be resolved by arbitration, to be held in Baltimore, Maryland, in accordance with the Commercial Arbitration Rules and procedures of the American Arbitration Association. Such arbitration shall be before a single arbitrator who shall be a retired federal or Maryland State judge acceptable to the Company and the Executive. In the event that the Executive and the Company

cannot agree upon an arbitrator within thirty (30) days of a notice demanding such agreement from one to the other, the arbitrator shall be chosen by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The decision of the arbitrator shall be final, conclusive and binding upon the Company and the Executive. All costs, fees and expenses, including attorney fees, of any arbitration in connection with this Agreement, which results in any final decision of the arbitrator requiring the Company to make a payment to the Executive beyond what was offered to the Executive by the Company, shall be borne by, and be the obligation of, the Company. In no event shall the Executive be required to reimburse the Company for any of the costs and expenses incurred by the Company relating to any arbitration. If the Executive has had an opportunity to be heard by the Board and the Board has made a good faith determination to terminate the Executive hereunder, the Company may suspend payments to the Executive of her Annual Base Salary; provided that in the event that an arbitrator finds in favor of the Executive, the Company shall pay such suspended Annual Base Salary payments to the Executive, together with interest thereon at the greater of 8% or prime plus 3% per annum from the date such payments were due to the date actually paid. The obligation of the Company and the Executive under this Section 11 shall survive the termination for any reason of the Term of Employment (whether such termination is by the Company, by the Executive, or upon the expiration of the Term of Employment).

12. Indemnification. The Company shall indemnify the Executive to the fullest extent permitted by Delaware law for any liability, claims, costs, expenses, and attorneys' fees arising from any and all acts, omissions or conduct as an employee of the Company since January 21, 1998. The Company shall maintain liability insurance for the Executive's benefit.

13. Successors.

13.1. Executive. This Agreement is personal to the Executive and, without the prior express written consent of the Company, shall not be assignable by the Executive, except that the Executive's rights to receive any compensation or benefits under this Agreement may be transferred or assigned pursuant to testamentary disposition, intestate succession or pursuant to a qualified domestic relations order. This Agreement shall inure to the benefit of and be enforceable by the Executive's heirs, beneficiaries and/or legal representatives.

13.2. The Company. This Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns, provided that the Company may only transfer or assign this Agreement with the Executive's prior written consent.

14. Miscellaneous.

14.1. Applicable Law. The corporate law of the State of Delaware will govern all questions concerning the relative rights of the Company and its stockholders. All other questions concerning the construction, validity and interpretation of this Agreement shall be governed by and construed in accordance with the internal laws of the State of Maryland.

14.2. Amendments/Waiver. This Agreement may not be amended or modified other than by a written agreement executed by the parties hereto or their respective successors and legal

representatives. No waiver by any party to this Agreement of any breach of any term, provision or condition of this Agreement by the other party shall be deemed a waiver of a similar or dissimilar term, provision or condition at the same time, or any prior or subsequent time.

14.3. Notices. All notices, waivers and other communications hereunder shall be in writing and shall be given by hand-delivery to the other party, by facsimile (with appropriate confirmation of transmission), by reputable overnight courier, or by registered or certified mail, return receipt requested, postage prepaid, and shall be deemed delivered when actually delivered by hand, upon receipt of confirmation of facsimile transmission, three days after mailing, or one day after dispatch by overnight courier, addressed as follows:

If to the Executive:

Ms. Linda J. Eckard Vilardo
3901 Charles Avenue
Alexandria, Virginia 22305

If to the Company:

Radio One, Inc.
5900 Princess Garden Parkway, 7/th/ Floor
Lanham, MD 20706
Attention: Alfred C. Liggins, III
Facsimile: 301-306-9694

or to such other address as either party shall have furnished to the other in writing in accordance herewith.

14.4. Withholding. Notwithstanding anything else to the contrary herein, the Company may withhold from any amounts payable under this Agreement such taxes as shall be required to be withheld pursuant to any applicable law or regulation. Where amounts are payable to the Executive pursuant to this Agreement both in cash and in a form other than cash, the Company may, at its option and upon prior notice to the Executive, withhold from such cash payments, or withhold from such payments in a form other than cash, or withhold from both.

14.5. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any party hereto under this Agreement will not be materially and adversely affected thereby: (a) such provision will be fully severable; (b) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom; and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as shall be agreed upon by the Company and the Executive.

14.6. Captions. The captions of this Agreement are not part of the provisions hereof and shall have no force or effect.

14.7. Entire Agreement. This Agreement contains the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, understandings, discussions, negotiations and undertakings, whether written or oral, between the parties with respect thereto.

14.8. Counterparts. This Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

14.9. Representation. The Executive represents and warrants that the performance of the Executive's duties and obligations under this Agreement will not violate any agreement between the Executive and any other Person.

14.10. Survivorship. The respective rights and obligations of the parties under this Agreement shall survive any termination of this Agreement or the Executive's employment hereunder for any reason to the extent necessary to the intended preservation of such rights and obligations.

14.11. Right of Offset. The Executive and the Company agree that concurrently with the execution and delivery of this Agreement the Company and the Executive are entering into the Note and Pledge Agreement. At the sole option of Executive, any amounts due under the Note and Pledge Agreement shall be offset against any amount due under or with respect to this Agreement.

[END OF PAGE]
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Executive has hereunto set her hand, and the Company has caused this Amended and Restated Employment Agreement to be executed in its name and on its behalf by its authorized representative, all as of the day and year first above written.

RADIO ONE, INC.,
a Delaware corporation

By: /s/ Alfred C. Liggins III

Name: Alfred C. Liggins, III
Title: Chief Executive Officer and President

EXECUTIVE:

/s/ Linda J. Eckard Vilardo

Linda J. Eckard Vilardo

EXHIBIT 21.1

SUBSIDIARIES OF RADIO ONE, INC.

Radio One Licenses, Inc., a Delaware corporation, is a restricted subsidiary of Radio One, Inc. and does business under the following call letters:

WKYS-FM	WVCG(AM)	WFUN-FM	WFXK-FM
WMMJ-FM	WERQ-FM	WBOT-FM	WFXC-FM
WOL(AM)	WWIN-FM	WENZ-FM	WNNL-FM
KKBT-FM	WOLB(AM)	WERE(AM)	WHHH-FM
WPHI-FM	WWIN(AM)	WZAK-FM	WTLC-FM
WPLY-FM	KBFB-FM	WJMO(AM)	WYJZ-FM
KMJQ-FM	KTXQ-FM	WKJS-FM	W53AV
KBXX-FM	KJOI(AM)	WQOK-FM	

WYCB Acquisition Corporation, a Delaware corporation, and Broadcast Holdings, Inc., a District of Columbia corporation, are restricted subsidiaries of Radio One, Inc., and do business under the following call letters:

WYCB(AM)

Bell Broadcasting Company ("Bell"), a Michigan corporation, is a restricted subsidiary of Radio One, Inc. Radio One of Detroit, Inc. ("Radio One of Detroit"), a Delaware corporation, is a restricted subsidiary of Bell. Bell and Radio One of Detroit do business under the following call letters:

WDTJ-FM
WCHB(AM)
WJZZ(AM)

Allur-Detroit, Inc. ("Allur-Detroit"), a Delaware corporation, is a restricted subsidiary of Radio One, Inc. Allur Licenses, Inc. ("Allur Licenses"), a Delaware corporation, is a restricted subsidiary of Allur-Detroit. Allur-Detroit and Allur Licenses do business under the following call letters:

WDMK-FM

Radio One of Atlanta, Inc. ("ROA"), a Delaware corporation, is a restricted subsidiary of Radio One, Inc. ROA Licenses, Inc. ("ROA Licenses"), a Delaware corporation, is a restricted subsidiary of ROA. ROA and ROA Licenses do business under the following call letters:

WHTA-FM

Dogwood Communications, Inc. ("DC"), a Delaware corporation, is a restricted subsidiary of ROA. Dogwood Licenses, Inc. ("DL"), a Delaware corporation, is a restricted subsidiary of DC. DC and DL do business under the following call letters:

WAMJ-FM

Radio One of Charlotte, LLC ("Radio One of Charlotte"), a Delaware limited liability company of which Radio One, Inc. is the sole member is a restricted subsidiary of Radio One, Inc.

Radio One of Augusta, Inc. ("Radio One of Augusta"), a Delaware corporation, is a restricted subsidiary of Radio One of Charlotte. Radio One of Charlotte and Radio One of Augusta do business under the following call letters:

WAEG-FM
WAEJ-FM
WAKB-FM
WFXA-FM
WTHB(AM)

Davis Broadcasting of Charlotte, Inc. ("David Broadcasting"), a Delaware corporation, is a restricted subsidiary of Radio One of Charlotte. Radio One of North Carolina, Inc. ("Radio One of North Carolina"), a Delaware corporation, is a restricted subsidiary of Davis Broadcasting. Davis Broadcasting and Radio One of North Carolina do business under the following call letters:

WCCJ-FM

Radio One of Boston, Inc. ("Radio One of Boston"), a Delaware corporation, is a restricted subsidiary of Radio One, Inc. Radio One of Boston Licenses, Inc. ("Boston Licenses"), a Delaware corporation, is a restricted subsidiary of Radio One of Boston. Radio One of Boston and Boston Licenses do business under the following call letters:

WILD(AM)

Blue Chip Merger Subsidiary, Inc., a Delaware corporation, is a restricted subsidiary of Radio One, Inc.

Exhibit 23.1

Consent of Independent Public Accountants

As independent public accountants, we hereby consent to the incorporation in Radio One's Form 10-K of our report dated February 7, 2001 for the year ended December 31, 2000. It should be noted that we have not audited any financial statements of the company subsequent to December 31, 2000, or performed any audit procedures subsequent to the date of our report.

/s/ Arthur Andersen LLP

Baltimore, Maryland,
April 2, 2001