
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549**

FORM S-3

**REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933**

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
7th Floor
Lanham, MD 20706
(301) 306-1111**

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

**Alfred C. Liggins, III
President and Chief Executive Officer
Radio One, Inc.
5900 Princess Garden Parkway
7th Floor
Lanham, MD 20706
(301) 306-1111**

(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copy to:

**David H. Engvall, Esq.
Covington & Burling
1201 Pennsylvania Avenue, NW
Washington, DC 20004
(202) 662-6000**

Approximate date of proposed sale to the public: From time to time after the effective date of this Registration Statement.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If delivery of the prospectus is expected to be made pursuant to Rule 434, please check the following box.

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to Be Registered (1)	Proposed Maximum Offering Price Per Share (2)	Proposed Maximum Aggregate Offering Price (2)	Amount of Registration Fee
Class D Common Stock, par value \$.001 per share	1,809,648	\$ 13.06	\$ 23,634,002.88	\$ 2,781.72

- (1) This registration statement also shall include additional shares of common stock that may be issued or become issuable with respect to these shares as a result of a stock split, stock dividend or similar transaction.
- (2) Estimated pursuant to Rule 457(c) under the Securities Act of 1933, as amended, solely for purposes of calculating the amount of registration fee, based upon the average of the high and low prices on July 28, 2005, as reported on the Nasdaq Stock Market.

The information in this prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

SUBJECT TO COMPLETION, DATED AUGUST 3, 2005

PROSPECTUS

RADIO ONE, INC.



1,809,648 Shares

Class D Common Stock

This prospectus relates to resales by selling stockholders of shares of Class D common stock of Radio One, Inc. We will not receive any proceeds from this offering. The selling stockholders, security holders of Reach Media, Inc., acquired their shares of our common stock in connection with our acquisition of 51% of the common stock of Reach Media, Inc.

Our Class D common stock is traded on the Nasdaq Stock Market under the symbol "ROIAK." On August 2, 2005, the last reported sale price of our Class D common stock on the Nasdaq Stock Market was \$13.57 per share.

We will not be paying any underwriting discounts or commissions in connection with this offering.

NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THESE SECURITIES OR DETERMINED IF THIS PROSPECTUS IS TRUTHFUL OR COMPLETE. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

INVESTING IN OUR SECURITIES INVOLVES A HIGH DEGREE OF RISK. SEE THE SECTION ENTITLED "RISK FACTORS" ON PAGE 4 OF THIS PROSPECTUS.

The date of this prospectus is _____, 2005.

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This prospectus is part of a registration statement we filed with the Securities and Exchange Commission. You should rely only on the information we have provided or incorporated by reference in this prospectus or any prospectus supplement. We have not authorized anyone to provide you with additional or different information. No dealer, salesperson or other person is authorized to give any information or to represent anything not contained in this prospectus. You must not rely on any unauthorized information or representation. This prospectus is an offer to sell only the securities offered hereby, but only under circumstances and in jurisdictions where it is lawful to do so. You should assume that the information in this prospectus or any prospectus supplement is accurate only as of the date on the front of the document and that any information we have incorporated by reference is accurate only as of the date of the document incorporated by reference, regardless of the time of delivery of this prospectus or any sale of a security.

Unless otherwise mentioned or unless the context requires otherwise, all references in this prospectus to “Radio One,” “we,” “our” or similar references mean Radio One, Inc. together with its subsidiaries.

INCORPORATION OF DOCUMENTS BY REFERENCE

Important business and financial information about Radio One, Inc. is “incorporated by reference” into this prospectus. This means that we are disclosing important information to you by referring you to certain documents we have filed with the SEC rather than including the information in this prospectus. The information in the documents incorporated by reference is considered to be part of this prospectus. We incorporate by reference the documents listed below and any future filings we may make with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”) prior to the termination or expiration of this exchange offer:

- our annual report on Form 10-K/A for the fiscal year ended December 31, 2004;
- our quarterly report on Form 10-Q for the quarter ended March 31, 2005; and
- our current reports on Form 8-K dated June 9, 2005 and June 17, 2005.

Information contained in this prospectus supplements, modifies or supersedes, as applicable, the information contained in earlier-dated documents incorporated by reference. Information in documents that we file with the SEC after the date of this prospectus will automatically update and supersede information in this prospectus or in earlier-dated documents incorporated by reference.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus contains statements about future events and expectations, or forward-looking statements. We have based these forward-looking statements on our current expectations and projections about future results. When we use words in this document such as “anticipates,” “intends,” “plans,” “believes,” “estimates,” “expects,” “targets,” “projects” and similar expressions, we do so to identify forward-looking statements. We cannot guarantee that we will achieve these plans, intentions or expectations. These statements are based on our management’s beliefs and assumptions, which in turn are based on currently available information. These assumptions could prove inaccurate. See “Risk Factors.”

You should keep in mind that any forward-looking statement made by us in this prospectus or elsewhere speaks only as of the date on which we make it. New risks and uncertainties come up from time to time, and it is impossible for us to predict these events or how they may affect us. In any event, these and other important factors may cause actual results to differ materially from those indicated by our forward-looking statements. We have no duty to, and do not intend to, update or revise the forward-looking statements in this prospectus after the date of this prospectus, except as may be required by law. In light of these risks and uncertainties, you should keep in mind that any forward-looking statement made in this prospectus or elsewhere might not occur.

SUMMARY

This summary highlights certain information concerning our business. You should carefully read the entire prospectus and should consider, among other things, the matters set forth in "Risk Factors" before deciding whether to purchase any of the shares being offered under this prospectus. When used in this prospectus, the terms "Radio One," "we," "our," and "us" refer to Radio One, Inc. and its consolidated subsidiaries, unless otherwise specified.

Radio One, Inc.

We are one of the largest radio broadcasting companies in the United States and the leading radio broadcasting company primarily targeting African-Americans. Founded in 1980, we own and/or operate 69 radio stations in 22 markets. Of these stations, 39 (29 FM and 10 AM) are in 14 of the top 20 African-American markets.

We are 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 approximately 50 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. Our strategy for our radio broadcasting business is to continue to expand within our existing markets and into new markets that have a significant African-American presence. We will achieve this strategy through acquisitions of new radio stations and organic growth of our existing radio stations. We believe radio broadcasting primarily targeting African-Americans continues to have significant growth potential and that we have a competitive advantage in the African-American market and the radio industry in general, due to our focus on urban formats, our skill in programming and marketing these formats, and our turnaround expertise.

We believe that our experience in the African-American market and our substantial radio listener base provides us with a competitive advantage in other complementary media businesses, such as cable television networks, programming content development and Internet-based services. Together with an affiliate of Comcast Corporation, we launched TV One, an African-American targeted cable television network, in January 2004. We also currently program one channel on XM Satellite Radio. In February 2005, we completed the acquisition of 51% of the common stock of Reach Media, Inc. ("Reach Media"). Reach Media commenced operations in 2003 and was formed by Tom Joyner, its Chairman, and David Kantor, its Chief Executive Officer, to operate the Tom Joyner Morning Show and related businesses. Mr. Joyner is a leading, nationally-syndicated radio personality.

Recent Developments

Stock Repurchase Program

On June 6, 2005, we announced that our board of directors had authorized a stock repurchase program for up to \$150.0 million of our Class A and Class D common stock over an 18-month period, with the amount and timing of repurchases based on stock price, general economic and market conditions, certain restrictions contained in agreements governing our bank credit facilities and subordinated debt and certain other factors.

New Credit Facility

In June 2005, we entered into a new credit facility (the "Credit Agreement") with a syndicate of banks. The term of the Credit Agreement is seven years and the total amount available under the Credit Agreement is \$800.0 million, consisting of a \$500.0 million revolving facility and a \$300.0 million term loan facility. Borrowings under the bank credit facilities are subject to compliance with provisions of the Credit Agreement, including but not limited to financial covenants. We may use the proceeds from the bank credit facilities for working capital, capital expenditures made in the ordinary course of business and other lawful corporate purposes, for our common stock repurchases, and for direct and indirect investments permitted under the Credit Agreement. Simultaneous with entering into the new credit facility, we borrowed \$437.5 million under the new facility to retire all outstanding obligations under our previous credit facility.

Radio One, Inc. is a Delaware corporation. The principal executive offices of Radio One are located at: Radio One, Inc., 5900 Princess Garden Parkway, 7th Floor, Lanham, Maryland 20706. The phone number is (301) 306-1111.

RISK FACTORS

You should carefully consider the risks described below in addition to the other information contained in this prospectus and the documents incorporated by reference into this prospectus before deciding whether to purchase any shares being offered under this prospectus. You should also carefully consider the information set forth in our annual report on Form 10-K/A for the fiscal year ended December 31, 2004 under the heading "Risk Factors."

Risks Related to Our Business

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.

Decreased spending by advertisers can adversely affect our revenue and operating results.

Substantially all of our revenue is derived from sales of advertisements and program sponsorships on our stations to local and national advertisers. Generally, advertising tends to decline during economic recession or downturn. As a result, our advertising revenue is likely to be adversely affected by a recession or downturn in the United States economy, the economy of an individual geographic market in which we own or operate radio stations, or other events or circumstances that adversely affect advertising activity.

We may lose audience share and advertising revenue to competing radio stations or other types of media competitors.

We operate in a highly competitive industry. Our radio stations compete for audiences and advertising revenue with other radio stations and station groups, as well as with other media such as broadcast television, newspapers, magazines, cable television, satellite television, satellite radio, outdoor advertising, the Internet and direct mail. Audience ratings and market shares are subject to change. Any adverse change in a particular market, or adverse change in the relative market positions of the stations located in a particular market could have a material adverse effect on our revenue or ratings, could require increased promotion or other expenses in that market, and could adversely affect our revenue in other markets. Other radio broadcasting companies may enter the markets in which we operate or may operate in the future. These companies may be larger and have more financial resources than we have. Our radio stations may not be able to maintain or increase their current audience ratings and advertising revenue. In addition, from time to time, other stations may change their format or programming, a new station may adopt a format to compete directly with our stations for audiences and advertisers, or stations might engage in aggressive promotional campaigns. These tactics could result in lower ratings and advertising revenue or increased promotion and other expenses and, consequently, lower earnings and cash flow for us. Audience preferences as to format or programming may also shift due to demographic or other reasons. Any failure by us to respond, or to respond as quickly as our competitors, could have an adverse effect on our business and financial performance. We cannot assure you that we will be able to maintain or increase our current audience ratings and advertising revenue.

We must respond to the rapid changes in technology, services and standards which characterize our industry in order to remain competitive.

The radio broadcasting industry is subject to rapid technological change, evolving industry standards and the emergence of new media technologies, which may impact our business. We cannot assure you that we will have the resources to acquire new technologies or to introduce new services that could compete with these new technologies. Several new media technologies are being, or have been, developed, including the following:

- satellite delivered digital audio radio service, which has resulted in the introduction of several new satellite radio services with sound quality equivalent to that of compact discs;

- audio programming by cable television systems, direct broadcast satellite systems, Internet content providers and other digital audio broadcast formats; and
- digital audio and video content available for listening and/or viewing on the Internet and/or available to be downloaded to portable devices.

We cannot assure you that we will be able to adapt effectively to these new media technologies.

The loss of key personnel, including on-air talent, could disrupt the management and operations of our business.

Our business depends upon the continued efforts, abilities and expertise of our executive officers, including our chief executive officer, chief financial officer, chief operating officer and chief administrative officer, and other key employees, including on-air personalities. We believe that the unique combination of skills and experience possessed by our executive officers could be difficult to replace, and that the loss of any one of them could have a material adverse effect on us, including the impairment of our ability to execute our business strategy. Additionally, we employ or independently contract with several on-air personalities and hosts of syndicated radio programs with significant loyal audiences in their respective broadcast areas. These on-air personalities are sometimes significantly responsible for the ranking of a station, and thus, the ability of the station to sell advertising. We cannot be assured that these individuals will remain with us or will retain their current audiences.

Our acquisition strategy could be hampered by a lack of attractive opportunities or other risks associated with integrating the operations, systems and management of the radio stations we acquire.

Our acquisition strategy depends significantly on our ability to identify underperforming radio stations or stick stations in attractive markets, to purchase such stations at a reasonable cost and to increase revenue, cash flow and ratings from such radio stations. Some of the material risks that could hinder our ability to implement this strategy include:

- increases in prices for radio stations due to increased competition for acquisition opportunities;
- reduction in the number of suitable acquisition targets;
- failure or unanticipated delays in completing acquisitions due to difficulties in obtaining required regulatory approval, including possible difficulties in obtaining antitrust approval for acquisitions in markets where we already own multiple stations or potential delays resulting from the uncertainty arising from legal challenges to the FCC's adoption of new broadcast ownership rules;
- difficulty in integrating operations and systems and managing a large and geographically diverse group of radio stations;
- failure of some acquisitions to prove profitable or generate sufficient cash flow;
- issuance of large amounts of common stock in order to purchase radio stations;
- need to finance acquisitions through funding from the credit or capital markets; and
- inability to finance acquisitions on acceptable terms.

Our business depends on maintaining our licenses with the FCC. We could be prevented from operating a radio station if we fail to maintain its license.

Radio broadcasters depend upon maintaining radio broadcasting licenses issued by the FCC. These licenses are ordinarily issued for a maximum term of eight years and are renewable. Our radio broadcasting licenses expire at various times through October 1, 2012. Although we may apply to renew our FCC licenses, interested third parties may challenge our renewal applications. In addition, we are subject to extensive and changing regulation by the FCC

with respect to such matters as programming, indecency standards, technical operations, employment and business practices. If we or any of our significant stockholders, officers, or directors violate the FCC's rules and regulations or the Communications Act of 1934, or is convicted of a felony, the FCC may commence a proceeding to impose fines or sanctions upon us. Examples of possible sanctions include the imposition of fines, the renewal of one or more of our broadcasting licenses for a term of fewer than eight years or the revocation of our broadcast licenses. If the FCC were to issue an order denying a license renewal application or revoking a license, we would be required to cease operating the radio station covered by the license only after we had exhausted administrative and judicial review without success.

There is significant uncertainty regarding the FCC's media ownership rules, and such rules could restrict our ability to acquire radio stations.

The radio broadcasting industry is subject to extensive and changing federal regulation. Among other things, the Communications Act and FCC rules and policies limit the number of broadcasting properties that any person or entity may own (directly or by attribution) in any market and require FCC approval for transfers of control and assignments of licenses.

In June 2003, the FCC issued a media ownership decision which substantially altered its television, radio and cross-media ownership restrictions (the "2003 rules"). The FCC's media ownership restrictions apply to parties that hold "attributable" interests in broadcast station licensees. With respect to radio, the 2003 rules, among other things, (a) retained the pre-existing numerical limits on the permissible number of radio stations in FCC-defined local radio markets in which a party may co-own or have an attributable interest; (b) redefined local radio markets to rely on Arbitron Metro Survey Areas (Arbitron Metros) (in portions of the country where they exist) in place of the contour-overlap methodology previously used; (c) grandfathered existing local radio combinations that conflict with the 2003 rules based on the Arbitron Metro definition of local radio markets until the combination is sold; (d) provided that a contract to sell more than 15% per week of the advertising time on another in-market radio station (Joint Sales Agreement or JSA) constitutes an attributable interest; and (e) replaced radio-TV and daily newspaper-broadcast cross-ownership rules with a more relaxed single set of new cross-media ownership restrictions. In addition, the FCC instituted a rulemaking to determine how to define local radio markets in areas outside Arbitron Metros.

The 2003 rules were challenged in court. The challenges were consolidated before the U.S. Court of Appeals for the Third Circuit, which initially issued a stay of the 2003 rules before they became effective and subsequently remanded many of them to the FCC for further proceedings, keeping the judicial stay in place and retaining jurisdiction. As a result, the FCC continued to apply the rules in effect before the stay. The FCC also filed a petition to partially lift the judicial stay as it relates to the new local radio ownership restrictions. The Third Circuit lifted the stay as it relates to the FCC's decision to (i) make JSAs an attributable interest, (ii) define local radio markets based on Arbitron Metros, and (iii) grandfather certain local radio combinations only until the combination is sold. The court declined to lift the stay as to "matters pertaining to numerical limits on local radio ownership and the AM 'subcap'." In response, the FCC revised its application forms for transfers of control and assignments of licenses to incorporate these aspects of the 2003 rules, and the FCC is now applying such revisions to all pending and new applications.

The FCC's media ownership rules remain in flux and subject to further agency and court proceedings. Certain of the parties to the Third Circuit's decision requested review by the U.S. Supreme Court, which request was denied. At the FCC, the 2003 rules are currently on remand from the Third Circuit and the FCC has not yet instituted further proceedings. Also, the FCC has not yet ruled on pending petitions for reconsideration of the decision adopting the 2003 rules.

In addition to the FCC media ownership rules, the outside media interests of our officers and directors could limit our ability to acquire stations. The filing of petitions or complaints against Radio One or any FCC licensee from which we are acquiring a station could result in the FCC delaying the grant of, or refusing to grant or imposing conditions on its consent to the assignment or transfer of control of licenses. The Communications Act and FCC rules and policies also impose limitations on non-U.S. ownership and voting of our capital stock.

Increased enforcement by FCC of its indecency rules against the broadcast industry.

The FCC has recently indicated that it is enhancing its enforcement efforts relating to the regulation of indecency and has threatened to initiate license revocation proceedings against a broadcast licensee who commits a “serious” indecency violation. Legislation that passed in the House and will be offered in the Senate would dramatically increase the penalties for broadcasting indecent programming and potentially subject broadcasters to license revocation, renewal or qualification proceedings in the event that they broadcast indecent material. In addition, the FCC’s heightened focus on the indecency regulatory scheme, against the broadcast industry generally, may encourage third parties to oppose our license renewal applications or applications for consent to acquire broadcast stations.

Two common stockholders have a majority voting interest in Radio One and have the power to control matters on which our common stockholders may vote, and their interests may conflict with yours.

As of March 31, 2005, our Chairperson and her son, our President and Chief Executive Officer (“CEO”), collectively held approximately 56.6% of the outstanding voting power of our common stock. As a result, our Chairperson and the CEO will control most decisions involving us, including transactions involving a change of control, such as a sale or merger. In addition, certain covenants in our debt instruments require that our Chairperson and the CEO maintain a specified ownership and voting interest in us, and prohibit other parties’ voting interests from exceeding specified amounts. In addition, the TV One operating agreement provides for adverse consequences to Radio One in the event our Chairperson and CEO fail to maintain a specified ownership and voting interest in us. Our Chairperson and the CEO have agreed to vote their shares together in elections of members of the board of directors.

Our substantial level of debt could limit our ability to grow and compete.

As of March 31, 2005, we had indebtedness of \$937.5 million. On June 13, 2005 we borrowed \$437.5 million under our new bank credit facilities to retire all outstanding obligations under or previous credit facilities. Borrowings under the bank credit facilities are subject to compliance with provisions of our Credit Agreement, including but not limited to the financial covenants. Currently, we are permitted to borrow up to an additional \$130.0 million under our new bank credit facility, taking into consideration the covenants under the Credit Agreement. See “Summary—Recent Developments—New Credit Facility.” We may reborrow under our revolving credit facility as needed to fund our working capital needs, for general corporate purposes and to fund permitted acquisitions and investments. A portion of our indebtedness bears interest at variable rates. 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.

Risks Related to Our Common Stock

Future sales of our common stock may depress our stock price.

If our stockholders sell substantial amounts of our common stock (including shares issued upon the exercise of options and warrants) in the public market, the market price of our common stock could fall. These sales also might make it more difficult for us to sell equity or equity-related securities in the future at a time and price that we deem appropriate. For example, following an acquisition, a significant number of shares of our common stock held by new stockholders may become freely tradable or holders of registration rights could cause us to register their shares for resale. Sales of these shares of common stock held by existing stockholders could cause the market price of our common stock to decline.

USE OF PROCEEDS

The proceeds from the sale of the common stock offered pursuant to this prospectus are solely for the account of the selling stockholders. We will not receive any proceeds from the sale of these shares of common stock.

SELLING STOCKHOLDERS

We are registering the shares of common stock covered by this prospectus on behalf of the selling stockholders named in the table below. We issued the shares to the selling stockholders in a private placement transaction in connection with our acquisition of 51% of the common stock of Reach Media, Inc. We agreed to register the shares to permit the selling stockholders and their pledgees, donees, transferees or other successors-in-interest that receive their shares from a selling stockholder as a gift, partnership distribution or other non-sale related transfer after the date of this prospectus, to resell the shares.

The following table sets forth certain information provided to us by the selling stockholders, including the name of each selling stockholder, the number of shares of our common stock beneficially owned by each selling stockholder as of August 3, 2005, the number of shares that may be offered under this prospectus and the number of shares of our common stock beneficially owned by each selling stockholder after this offering is completed. Except as set forth in the table below, none of the selling stockholders has had a material relationship with us within the past three years. The number of shares in the column "Number of Shares Being Offered" represents all of the shares that each selling stockholder may offer under this prospectus. The selling stockholders may sell some, all or none of their shares.

Name	Number of Shares Beneficially Owned Prior to Offering	Number of Shares Being Offered	Number of Shares Beneficially Owned After Offering ⁽¹⁾
Thomas E. Joyner ⁽²⁾	725,274	725,274	—
Thomas Elliot Joyner 2004 Retained Annuity Trust u/a/d November 10, 2004 ⁽³⁾	710,911	710,911	—
David M. Kantor ⁽²⁾	3,473	3,473	—
Rosemarc Partners Ltd ⁽⁴⁾	343,840	343,840	—
Julia Atherton ⁽⁵⁾	13,075	13,075	—
Royce B. West ⁽⁶⁾	13,075	13,075	—

(1) Assumes the sale of all shares being offered.

(2) Mr. Joyner and Mr. Kantor are employees and directors of Reach Media, Inc.

(3) Thomas Elliot Joyner 2004 Retained Annuity Trust u/a/d November 10, 2004 is a trust established by Mr. Joyner the beneficiaries of which are Oscar Joyner and Thomas Joyner, Jr.

(4) Rosemarc Partners Ltd is a Texas partnership under the control of Mr. Kantor.

(5) Ms. Atherton is an employee of Reach Media, Inc.

(6) Mr. West was a director of Reach Media prior to the Reach Acquisition by Radio One.

PLAN OF DISTRIBUTION

The selling stockholders may sell the shares from time to time. The selling stockholders will act independently of us in making decisions regarding the timing, manner and size of each sale. The sales may be made on the Nasdaq Stock Market, on one or more exchanges or in the over-the-counter market or otherwise, at prices and at terms then prevailing or at prices related to the then current market price, or in privately negotiated transactions. The selling stockholders may effect these transactions by selling the shares to or through broker-dealers. The selling stockholders may also sell their shares in one or more of, or a combination of:

- ordinary brokerage transactions and transactions in which the broker solicits purchasers;
- a block trade in which the broker-dealer will attempt to sell the shares as agent but may position and resell a portion of the block as principal to facilitate the transaction;
- a purchase by a broker-dealer as principal and resale by a broker-dealer for its account under this prospectus; and
- an exchange distribution in accordance with the rules of an exchange.

To the extent required, this prospectus may be amended or supplemented from time to time to describe a specific plan of distribution. If the plan of distribution involves an arrangement with a broker-dealer for the sale of shares through a block trade, special offering, exchange distribution or secondary distribution or a purchase by a broker or dealer, the amendment or supplement will disclose:

- the name of each selling stockholder and of the participating broker-dealer(s);
- the number of shares involved;
- the price at which the shares were sold;
- the commissions paid or discounts or concessions allowed to the broker-dealer(s), where applicable;
- that a broker-dealer(s) did not conduct any investigation to verify the information set out or incorporated by reference in this prospectus; and
- other facts material to the transaction.

The selling stockholders may enter into option or other transactions with broker-dealers which require the delivery to the brokerdealer of the shares. The broker-dealer may then resell or otherwise transfer the shares under this prospectus. The selling stockholders also may loan or pledge the shares to a broker-dealer. The broker-dealer may sell the loaned shares, or upon a default the brokerdealer may sell the pledged shares under this prospectus.

In effecting sales, broker-dealers engaged by the selling stockholders may arrange for other broker-dealers to participate in the resales. Broker-dealers or agents may receive compensation in the form of commissions, discounts or concessions from selling stockholders. Broker-dealers or agents may also receive compensation from the purchasers of the shares for whom they act as agents or to whom they sell as principals, or both. Compensation as to a particular broker-dealer might be in excess of customary commissions and will be in amounts to be negotiated in connection with the sale. Broker-dealers or agents and any other participating broker-dealers or the selling stockholders may be deemed to be “underwriters” within the meaning of Section 2(11) of the Securities Act of 1933, as amended, in connection with sales of the shares. Accordingly, any commission, discount or concession received by them and any profit on the resale of the shares purchased by them may be deemed to be underwriting discounts or commissions under the Securities Act. Because selling stockholders may be deemed to be ‘underwriters’ within the meaning of Section 2(11) of the Securities Act, the selling stockholders will be subject to the prospectus delivery requirements of the Securities Act. In addition, any securities covered by this prospectus

that qualify for sale under Rule 144 promulgated under the Securities Act may be sold under Rule 144 rather than under this prospectus. The selling stockholders have advised that they have not entered into any agreements, understandings or arrangements with any underwriters or broker-dealers regarding the sale of their securities. There is no underwriter or coordinating broker acting in connection with the proposed sale of shares by the selling stockholders.

The shares will be sold only through registered or licensed brokers or dealers if required under applicable state securities laws. In addition, in some states the shares may not be sold unless they have been registered or qualified for sale in the applicable state or an exemption from the registration or qualification requirement is available and is complied with.

In the event of a distribution of the shares, the selling stockholders, any selling broker or dealer and any affiliated purchasers may be subject to Regulation M under the Exchange Act, which would generally prohibit these persons from bidding for or purchasing any security that is the subject of the distribution until his or her participation in that distribution is completed. In addition, Regulation M also prohibits any bid or purchase for the purpose of pegging, fixing or stabilizing the price of our common stock in connection with this offering.

Registration Rights Agreement

The following description is a summary of the material provisions of the registration rights agreement between Radio One and the selling stockholders. It does not restate that agreement in its entirety. We urge you to read the registration rights agreement in its entirety because it, and not this description, defines the restrictions placed upon the shares being offered by the Selling Shareholders.

The selling stockholders have agreed to restrictions regarding the sale of the shares of common stock being offered pursuant to this prospectus. Until February 28, 2006, none of the shares subject to these restrictions may be sold or transferred. Commencing on February 28, 2006, all of the 1,809,648 shares may be sold or transferred pursuant to this prospectus. The shares being offered pursuant to this prospectus are also subject to a sales blackout period of up to sixty days should we determine that the disclosure of non-public, material information will be required as a result of this offering. Notwithstanding the foregoing, the selling stockholders may pledge, hypothecate or otherwise encumber their shares, provided the creditor or holder of the encumbrance expressly agrees that the shares are pledged subject to the terms and conditions of the registration rights agreement.

We have agreed to use commercially reasonable efforts to keep the registration statement effective until the earlier of (i) such time as all of the shares of common stock offered pursuant to this prospectus have been sold or otherwise disposed of by the selling stockholders and (ii) the date that is eighteen (18) months after the effective date of the registration statement of which this prospectus is a part.

The registration rights agreement also provides that the selling stockholders may not:

1. effect any stabilization transactions or activity in contravention of Regulation M under the Exchange Act of 1934;
2. permit any affiliated purchaser to bid for or purchase any share in contravention of Regulation M under the Exchange Act of 1934; or
3. sell any of the shares being offered under this prospectus without notifying Radio One fifteen days prior to such sale.

We will bear all printing, registration and filing fees and our own legal and accounting fees in connection with the registration of the shares. The selling stockholders will bear their own legal fees and costs and all commissions, discounts and expenses of underwriters or brokers, if any, attributable to the sales of the shares. We and the selling stockholders have agreed to indemnify each other against certain liabilities that could arise from the registration and sale of the shares.

LEGAL MATTERS

The validity of the securities being offered hereby will be passed upon by Covington & Burling, Washington, DC.

INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The consolidated financial statements of Radio One, Inc. incorporated by reference in Radio One, Inc.'s Annual Report (Form 10-K/A) for the year ended December 31, 2004 including schedules appearing therein, and Radio One, Inc.'s management's assessment of the effectiveness of internal control over financial reporting as of December 31, 2004 included therein, have been audited by Ernst & Young LLP, independent registered public accounting firm, as set forth in their reports thereon, included therein, and incorporated herein by reference. Such consolidated financial statements and management's assessment are incorporated herein by reference in reliance upon such reports given on the authority of such firm as experts in accounting and auditing.

WHERE YOU CAN ADDITIONAL INFORMATION

We are a reporting company and file annual, quarterly and current reports, proxy statements and other information with the SEC. We have filed with the SEC a registration statement on Form S-3 under the Securities Act with respect to the securities we are offering under this prospectus. This prospectus does not contain all of the information set forth in the registration statement and the exhibits to the registration statement. For further information with respect to us and the securities we are offering under this prospectus, we refer you to the registration statement and the exhibits and schedules filed as a part of the registration statement. You may read and copy the registration statement, as well as our reports, proxy statements and other information, at the SEC's public reference room at Room 1024, 450 Fifth Street, N.W., Washington, DC 20549. You can request copies of these documents by writing to the SEC and paying a fee for the copying cost. Please call the SEC at 1-800-SEC-0330 for more information about the operation of the public reference room. Our SEC filings are also available at the SEC's web site at <http://www.sec.gov>. In addition, you can read and copy our SEC filings at the office of the National Association of Securities Dealers, Inc. at 1735 K Street, N.W., Washington, DC 20006.

PART II

INFORMATION NOT REQUIRED IN THE PROSPECTUS

Item 14. Other Expenses of Issuance and Distribution

The following table sets forth the estimated costs and expenses payable by the registrant in connection with the offering of the securities being registered. All the amounts shown are estimates, except for the registration fee.

Securities and Exchange Commission registration fee	\$ 2,782
Accounting fees and expenses	5,000
Legal fees and expenses	25,000
Printing and miscellaneous expenses	3,000
Total	<u>\$ 35,782</u>

Item 15. Indemnification of Officers and Directors

Radio One is incorporated under the laws of the State of Delaware. Section 102(b)(7) of the General Corporation Law of the State of Delaware permits a Delaware corporation to limit the personal liability of its directors in accordance with the provisions set forth therein. The Restated Certificate of Incorporation of the Registrant provides that the personal liability of its directors shall be limited to the fullest extent permitted by applicable law.

Section 145 of the General Corporation Law of the State of Delaware contains provisions permitting corporations organized thereunder to indemnify directors, officers, employees or agents against expenses, judgments and fines reasonably incurred and against certain other liabilities in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person was or is a director, officer, employee or agent of the corporation. The Amended and Restated Certificate of Incorporation of Radio One provides for indemnification of its directors and officers to the fullest extent permitted by applicable law.

Item 16. Exhibits and Financial Statement Schedules

(a) Exhibits

<u>Exhibit No.</u>	<u>Description of Document</u>
5.1	Opinion of Covington & Burling.
10.1	Registration Rights Agreement.
23.1	Consent of Ernst & Young LLP, independent registered public accounting firm.
23.2	Consent of Covington & Burling (included in Exhibit 5.1).
24.1	Power of Attorney (included on the signature page).

Item 17. Undertakings

The undersigned registrant hereby undertakes:

- (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:
 - (a) to include any prospectus required by section 10(a)(3) of the Securities Act of 1933;
 - (b) to reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Securities and Exchange Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and
 - (c) to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

provided, however, that paragraphs (1)(i) and (1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Securities and Exchange Commission by the registrant pursuant to section 13 or 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement.

- (2) That, for the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of the securities at that time shall be deemed to be the initial bona fide offering thereof.
- (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of this offering.
- (4) That, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the

registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

The undersigned registrant hereby undertakes that insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission this form of indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against these liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by a director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act of 1933 and will be governed by the final adjudication of this issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Washington, District of Columbia, on August 3, 2005.

RADIO ONE, INC.

By: _____
Alfred C. Liggins, III
President and Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Alfred C. Liggins, III, Scott R. Royster, Linda J. Vilaro and John W. Jones, and each of them, as true and lawful attorneys-in-fact and agents, with full powers of substitution and resubstitution, for them and in their name, place and stead, in any and all capacities, to sign any and all amendments (including pre-effective and post-effective amendments) to this registration statement and any additional registration statements filed pursuant to Rule 462 under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission (the 'SEC'), and generally to do all such things in their names and behalf in their capacities as officers and directors to enable Radio One to comply with the provisions of the Securities Act of 1933 and all requirements of the SEC, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he or she might or could do in person, ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his or her substitutes or substitute, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed below by the following persons in the capacities and on the dates indicated.

Signatures	Title	Date
/s/ ALFRED C. LIGGINS, III Alfred C. Liggins, III	Director, President and Chief Executive Officer	August 3, 2005
/s/ CATHERINE L. HUGHES Catherine L. Hughes	Chairperson and Secretary	August 3, 2005
/s/ TERRY L. JONES Terry L. Jones	Director	August 3, 2005
/s/ BRIAN W. MCNEILL Brian W. McNeill	Director	August 3, 2005
/s/ L. ROSS LOVE L. Ross Love	Director	August 3, 2005
/s/ D. GEOFFREY ARMSTRONG D. Geoffrey Armstrong	Director	August 3, 2005
/s/ RONALD E. BLAYLOCK Ronald E. Blaylock	Director	August 3, 2005
/s/ SCOTT R. ROYSTER Scott R. Royster	Executive Vice President, Chief Financial Officer and Principal Accounting Officer	August 3, 2005

INDEX TO EXHIBITS

<u>Exhibit No.</u>	<u>Description of Document</u>
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23.1	Consent of Ernst & Young LLP, independent registered public accounting firm.
23.2	Consent of Covington & Burling (included in Exhibit 5.1).
24.1	Power of Attorney (included on the signature page).

COVINGTON & BURLING

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WWW.COV.COM

WASHINGTON
NEW YORK
SAN FRANCISCO
LONDON
BRUSSELS

August 3, 2005

Radio One, Inc.
5900 Princess Garden Parkway, 7th Floor
Lanham, MD 20706

Ladies and Gentlemen:

We are acting as counsel to Radio One, Inc., a Delaware corporation (the “*Company*”), in connection with the registration by the Company under the Securities Act of 1933, as amended (the “*Securities Act*”), of 1,809,648 shares of the Company’s Class D common stock, par value \$0.001 per share (the “*Shares*”), pursuant to a Registration Statement on Form S-3 filed with the Securities and Exchange Commission on August 3, 2005 (the “*Registration Statement*”). The Shares were offered and sold by the Company in a private placement to the individuals identified as Selling Shareholders in the Prospectus included in the Registration Statement.

We have reviewed such corporate records, certificates and other documents, and such questions of law, as we have considered necessary or appropriate for the purposes of this opinion. We have assumed that all signatures are genuine, that all documents submitted to us as originals are authentic, and that all copies of documents submitted to us conform to the originals.

We have relied as to certain matters on information obtained from public officials, officers of the Company, and other sources believed by us to be responsible.

Based upon the foregoing, and subject to the qualifications set forth herein, we are of the opinion that the Shares have been duly authorized and validly issued, and are fully paid and non-assessable.

We are members of the bar of the State of New York. We do not express any opinion herein on any laws other than the law of the State of New York, the Delaware General Corporation Law, and the Federal law of the United States of America.

We hereby consent to the filing of this opinion as Exhibit 5.1 to the Registration Statement and to the reference to our firm under the heading “Legal Matters” in the Prospectus contained in the Registration Statement. In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act.

Very truly yours,

/s/ Covington & Burling
Covington & Burling

REGISTRATION RIGHTS AGREEMENT

This REGISTRATION RIGHTS AGREEMENT (this "Agreement") is entered into as of February 28, 2005, by and among RADIO ONE, INC., a Delaware corporation ("Radio One"), and the individuals and entities designated as Selling Shareholders on the signature page hereto (the "Selling Shareholders").

WHEREAS, Radio One and the Selling Shareholders are parties to a Stock Purchase Agreement (the "Purchase Agreement"), dated as of November 19, 2004, relating to the purchase and sale of 51% of the outstanding shares of capital stock of Reach Media, Inc., a Texas corporation (the "Company");

WHEREAS, at the Closing (as defined in the Purchase Agreement), Radio One shall issue to certain of the Selling Shareholders the Purchaser Shares (as defined in the Purchase Agreement); and

WHEREAS, Radio One and those Selling Shareholders receiving Purchaser Shares in connection with the Purchase Agreement have agreed to enter into this Agreement providing for the registration of the Purchaser Shares so issued to such Selling Shareholders.

NOW, THEREFORE, in consideration of the foregoing recitals and for good and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

**ARTICLE I
DEFINITIONS**

Section 1.1 Definitions. All capitalized terms used but not defined in this Agreement have the meanings ascribed to them in the Purchase Agreement. In addition, the following terms, as used herein, shall have the following meanings:

"1933 Act" means the Securities Act of 1933, as amended from time to time.

"1934 Act" means the Securities Exchange Act of 1934, as amended from time to time.

"Participating Selling Shareholder" means, with respect to a Shelf Registration Statement, the Selling Shareholders for whom Registrable Securities have been included in such Shelf Registration Statement.

"Prospectus" means the prospectus included in the Shelf Registration Statement, as amended or supplemented by any prospectus supplement, with respect to the terms of the offering of any portion of the Registrable Securities covered by the Shelf Registration Statement,

and all other amendments and supplements to the Prospectus, including post-effective amendments and all material incorporated by reference or deemed to be incorporated by reference in the Prospectus.

“**Radio One Common Stock**” means Class D Common Stock, \$0.001 par value per share of Radio One.

“**Registrable Securities**” means (i) the Purchaser Shares, and (ii) any shares of Radio One Common Stock issued with respect to the Purchaser Shares as a result of stock splits, stock dividends, reclassifications, recapitalizations or similar events; *provided*, that such Purchaser Shares and such shares of Radio One Common Stock shall cease to be Registrable Securities (w) when such shares have been sold or otherwise transferred by the Selling Shareholders pursuant to an effective registration statement under the 1933 Act, (x) when such shares have been sold or otherwise transferred by the Selling Shareholders in a private transaction in which the transferor’s rights under this Agreement are not assigned, (y) following the date that the Registrable Securities are transferred pursuant to Rule 144 under the 1933 Act (“**Rule 144**”) or any successor rule or (z) following the date that the Registrable Securities are transferable pursuant to Rule 144(k) under the 1933 Act or any successor rule.

Section 1.2 Construction. Whenever the context requires, the gender of any word used in this Agreement includes the masculine, feminine or neuter, and the number of any word includes the singular or plural. Unless the context otherwise requires, all references to articles, sections and paragraphs refer to articles, sections and paragraphs of this Agreement, and the terms “hereof,” “herein” and other like terms refer to this Agreement as a whole.

Section 1.3 Headings. The headings and subheadings in this Agreement are included for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

ARTICLE II REGISTRATION RIGHTS

Section 2.1 Registration Statement

(a) Radio One shall prepare and file with the Securities and Exchange Commission (the “**Commission**”) a shelf registration statement (as amended and supplemented from time to time, the “**Shelf Registration Statement**”) with respect to the Registrable Securities in accordance with Rule 415 under the 1933 Act and will use its commercially reasonable efforts to cause such Shelf Registration Statement to be declared effective no later than the six-month anniversary of this Agreement and, except as provided in Section 3.4(b) hereof, to keep such Shelf Registration Statement continuously effective and in compliance with the 1933 Act and usable for resale of the Registrable Securities until the earlier of (i) the eighteen-month anniversary of the effective date of the Shelf Registration Statement and (ii) the date upon which all Registrable Securities held by the Selling Shareholders on the date of the Closing have been sold pursuant to the Shelf Registration Statement or have otherwise ceased to be “Registrable Securities” as defined herein (such period being called the “**Shelf Registration Period**”).

(b) The Shelf Registration Statement shall be on Form S-3 or such other appropriate form permitting registration of such Registrable Securities for resale by the Selling Shareholders.

(c) Radio One's obligations under Section 2.1(a) hereof shall be subject to the Registration Postponement Period as provided in Section 3.4(a) hereof.

Section 2.2 Holding Period. Each Selling Shareholder acknowledges and agrees that the shares of Radio One Common Stock received by such Selling Shareholder in connection with the Purchase Agreement may not be sold or otherwise transferred until the first anniversary of the date of this Agreement. Each Selling Shareholder further acknowledges and agrees that any attempted sale or transfer of any such shares of Radio One Common Stock in violation of the provisions of this Agreement or the share certificates shall be void, and Radio One shall not record any such attempted sale or transfer on its books or treat any purported transferee of such shares of Radio One Common Stock as the owner thereof for any purpose. Notwithstanding the foregoing, nothing contained in this Section 2.2 shall prohibit or otherwise restrict any Selling Shareholder from pledging, hypothecating, or otherwise encumbering his, her, or its shares of Radio One Common Stock; *provided*, that the creditor or other holder of any encumbrance expressly agrees that such shares are pledged subject to the restrictions and conditions set forth in this Section 2.2.

ARTICLE III REGISTRATION PROCEDURES

Section 3.1 Filings; Information.

(a) In connection with any Shelf Registration Statement filed pursuant to Section 2.1 hereof and subject to Section 3.4 hereof, Radio One shall:

(i) if requested by a Participating Selling Shareholder, prior to filing the Shelf Registration Statement, the Prospectus or any amendments or supplements thereto, furnish to such Participating Selling Shareholder copies thereof without charge;

(ii) prepare and file with the Commission such amendments and supplements to the Shelf Registration Statement and the Prospectus as may be necessary to keep the Shelf Registration Statement effective during the Shelf Registration Period;

(iii) furnish to each Participating Selling Shareholder, without charge, such number of conformed copies of the Shelf Registration Statement and of each amendment and supplement thereto (in each case including all exhibits), such number of copies of the Prospectus (including each preliminary prospectus), and such documents incorporated by reference in the Shelf Registration Statement or the Prospectus as such Participating Selling Shareholder may reasonably request in order to facilitate the disposition of the Registrable Securities; and Radio One hereby consents (except as otherwise provided in Sections 3.1(b)(ii) or 3.4(b) hereof) to the use of the Prospectus or any amendment or supplement thereto in accordance with applicable law by the Participating Selling Shareholders, in each case in the form most recently provided by Radio One, during the Shelf Registration Period in connection

with the offering and sale of the Registrable Securities covered by the Prospectus or any amendment or supplement thereto in accordance with applicable law;

(iv) use its commercially reasonable efforts to register or qualify all Registrable Securities covered by the Shelf Registration Statement under the securities laws of such jurisdictions as the Participating Selling Shareholders shall request, and to keep such registration or qualification in effect for the Shelf Registration Period; *provided*, that Radio One shall not be required to (A) qualify generally to do business as a foreign corporation in any such jurisdiction wherein it is not so qualified, (B) consent to general service of process in any such jurisdiction or (C) subject itself to taxation in any jurisdiction where it would not otherwise be liable for such taxes;

(v) promptly notify each Participating Selling Shareholder in writing during the Shelf Registration Period (A) of the happening of any event as a result of which the Prospectus included in the Shelf Registration Statement, as then in effect, includes as to Radio One an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and at the written request of the Participating Selling Shareholder, prepare and furnish to the Participating Selling Shareholders a reasonable number of copies of a supplement to or an amendment of the Prospectus as may be necessary so that, as thereafter delivered to the purchasers of such Registrable Securities, the Prospectus shall not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they are made, not misleading, (B) of the issuance by the Commission of any stop order suspending the effectiveness of the Shelf Registration Statement or the initiation or threatening of any proceedings for that purpose, and (C) of the receipt by Radio One of any notification with respect to the suspension of the qualification of the Registrable Securities for sale in any jurisdiction or the initiation or threat of any proceeding for such purpose;

(vi) use its commercially reasonable efforts to obtain the withdrawal of any order suspending the effectiveness of the Shelf Registration Statement or any post-effective amendment thereto or any order suspending or preventing the use of any Prospectus or suspending the qualification of any Registrable Securities for sale in any jurisdiction, in each case as promptly as practicable; and

(vii) if reasonably requested by the Participating Selling Shareholders, in writing, use its commercially reasonable efforts to list prior to the effective date of the Shelf Registration Statement all Registrable Securities covered by the Shelf Registration Statement, to the extent they are not already so listed, on the NASDAQ Stock Market, or if Radio One Common Stock is not traded on the NASDAQ Stock Market, the principal exchange on which Radio One Common Stock is traded.

(b) In connection with the Shelf Registration Statement filed pursuant to Section 2.1 hereof, each Participating Selling Shareholder shall:

(i) notify Radio One in writing of its intention to sell Registrable Securities pursuant to the Shelf Registration Statement at least 15 days prior to the proposed date of such sale;

(ii) upon receipt of any notice from Radio One in accordance with Section 3.1(a)(v)(A), (B) or (C) hereof (with respect to (C), only with respect to the jurisdiction suspending qualification), immediately discontinue the offer and sale of Registrable Securities pursuant to the Prospectus until receipt by the Participating Selling Shareholders of copies of an amended or supplemented Prospectus or until Radio One notifies the Participating Selling Shareholders in writing that the applicable suspension has been removed; and, if so directed by Radio One, the Participating Selling Shareholders will deliver to Radio One all copies, other than permanent file copies then in the Participating Selling Shareholders' possession, of the most recent Prospectus at the time of receipt of such notice;

(iii) cooperate with Radio One in connection with the preparation and filing of any Shelf Registration Statement and, upon written request from Radio One, each Participating Selling Shareholder shall promptly furnish in writing to Radio One such information regarding such Participating Selling Shareholder, the distribution of the Registrable Securities and other matters as may be required by applicable law, rule or regulation for inclusion in the Shelf Registration Statement (or any amendment or supplement thereto), it being agreed that the provision of such information by such Participating Selling Shareholder to Radio One shall be a condition precedent to Radio One's obligations under Sections 2.1 and 3.1 hereof with respect to the Registrable Securities held by such Participating Selling Shareholder.

(iv) during the Shelf Registration Period, not (A) effect any stabilization transactions or engage in any stabilization activity in connection with Radio One Common Stock or other equity securities of Radio One in contravention of Regulation M under the 1934 Act, or (B) permit any "Affiliated Purchaser" (as that term is defined in Regulation M under the 1934 Act) to bid for or purchase for any account in which such Participating Selling Shareholder has a beneficial interest, or attempt to induce any other Person to purchase, any shares of Radio One Common Stock or other equity securities of Radio One in contravention of Regulation M under the 1934 Act; and

(v) (A) offer to sell, sell or otherwise distribute the Registrable Securities in reliance upon the Shelf Registration Statement only after the Shelf Registration Statement is declared effective under the 1933 Act, (B) distribute the Registrable Securities only in accordance with the manner of distribution contemplated by the Prospectus (if such sale or distribution is made in reliance upon the Shelf Registration Statement), and (C) promptly report to Radio One in writing distributions of Registrable Securities made by such Participating Selling Shareholder pursuant to the Prospectus.

(c) Except as otherwise expressly provided herein, Radio One shall not be required to take any action or enter into any agreement with any Participating Selling Shareholder or any third party for or on behalf of any Participating Selling Shareholder in connection with the disposition of Registrable Securities (including, without limitation, underwriting agreements).

Section 3.2 Registration Expenses. In connection with the Shelf Registration Statement, Radio One shall pay the following expenses incurred in connection with such registration: (i) registration and filing fees and expenses associated with filings required by the Commission and the NASDAQ Stock Market, (ii) fees and expenses of compliance with securities or blue sky laws (including fees and disbursements of counsel for Radio One in connection with blue sky qualifications of the Registrable Securities), (iii) printing, messenger and delivery expenses, (iv) fees and expenses incurred in connection with the listing of the Registrable Securities in accordance with Section 3.1(a)(vii), (v) fees and expenses of counsel and independent certified public accountants for Radio One and (vi) the reasonable fees and expenses of any additional experts retained by Radio One in connection with such registration.

Section 3.3 Termination. This Agreement shall terminate and be of no further force or effect upon the expiration of the Shelf Registration Period; *provided, however*, that the provisions of Article IV hereof shall survive the termination of this Agreement for one year, after which such provisions shall terminate and be of no further force and effect.

Section 3.4 Information Blackout.

(a) In the event that, prior to the filing or effectiveness of the Shelf Registration Statement, (i) Radio One, after consultation with counsel, determines reasonably and in good faith that the sale of Registrable Securities pursuant to the Shelf Registration Statement would require disclosure of non-public material information that Radio One is not prepared to disclose and (ii) Radio One gives the Selling Shareholders written notice of such determination, Radio One shall, notwithstanding the provisions of Section 2.1 hereof, be entitled to postpone the filing of the Shelf Registration Statement otherwise required to be prepared and filed by it pursuant to Section 2.1(a) hereof or delay its efforts to cause such Shelf Registration Statement to be declared effective by the Commission (the number of days of any such postponement is hereinafter called a "Registration Postponement Period"). No individual Registration Postponement Period shall last more than ninety (90) days and all Registration Postponement Periods shall, in the aggregate, constitute less than one hundred eighty (180) days.

(b) At any time when the Shelf Registration Statement is effective, upon written notice from Radio One to the Selling Shareholders that Radio One, after consultation with counsel, has determined reasonably and in good faith that the sale of Registrable Securities pursuant to the registration statement would require disclosure of non-public material information that Radio One is not prepared to disclose, the Selling Shareholders shall suspend sales of the Registrable Securities pursuant to the Shelf Registration Statement until the earlier of (i) sixty (60) days after Radio One notifies the Selling Shareholders of such good faith determination, or (ii) such time as Radio One notifies the Selling Shareholders that such material information has been disclosed to the public or has ceased to be material or that sales pursuant to the Shelf Registration Statement may otherwise be resumed (the number of days from such suspension of sales by the Selling Shareholders until the day when such sales may be resumed hereunder is hereinafter called a "Sales Blackout Period").

(c) No Registration Postponement Period or Sales Blackout Period shall preclude any sales of Registrable Securities that the Selling Shareholders may effect in

compliance with Rule 144; *provided*, that the Selling Shareholders otherwise conform with the requirements under the 1933 Act and the 1934 Act.

(d) The Selling Shareholders agree that, upon receipt of any notice from Radio One pursuant to this Section 3.4, the Selling Shareholders will (i) keep confidential such notice, its content and any information provided by Radio One in connection therewith, and (ii) if so directed by Radio One, deliver to Radio One all copies then in the Selling Shareholders' possession, other than permanent file copies, of the Prospectus relating to such Registrable Securities current at the time of receipt of such notice.

ARTICLE IV INDEMNIFICATION AND CONTRIBUTION

Section 4.1 Indemnification By Radio One. Radio One agrees to indemnify and hold harmless each Selling Shareholder and each Person, if any, who controls such Selling Shareholder within the meaning of either Section 15 of the 1933 Act or Section 20 of the 1934 Act (each, a "Seller Indemnified Party") from and against any and all losses, claims, damages and liabilities, joint or several (including, without limitation, any legal or other expenses reasonably incurred in connection with defending or investigating any such action or claim, except as otherwise provided in Section 4.3 hereof), insofar as such losses, claims, damages or liabilities are caused by (i) any untrue statement or alleged untrue statement of a material fact contained in the Shelf Registration Statement or the Prospectus contained therein, or any amendment or supplement thereto, or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or (ii) any violation by Radio One of the 1933 Act, the 1934 Act, any state securities law or any rule or regulation promulgated under the 1933 Act, the 1934 Act or any state securities law in connection with the offering covered by the Shelf Registration Statement; *provided, however*, that Radio One shall not be liable insofar as such losses, claims, damages or liabilities are caused by any such untrue statement or omission or alleged untrue statement or omission (a) made in reliance upon and in conformity with written information furnished to Radio One by any Seller Indemnified Party for use in the Shelf Registration Statement or the Prospectus (or any amendment or supplement thereto) or the plan of distribution furnished in writing to Radio One by or on behalf of such Seller Indemnified Party expressly for use therein, or (b) that was corrected in an amendment or supplement to the Shelf Registration Statement or the Prospectus and Radio One had furnished copies thereof to the Selling Shareholders prior to the relevant date of sale by the Selling Shareholder to the Person asserting such loss, claim, damage or liability.

Section 4.2 Indemnification By the Selling Shareholders. Each Selling Shareholder agrees to indemnify and hold harmless Radio One and each Person, if any, who controls Radio One within the meaning of either Section 15 of the 1933 Act or Section 20 of the 1934 Act, and any other holder of Registrable Securities selling securities under such Shelf Registration Statement from and against any and all losses, claims, damages and liabilities, joint or several (including, without limitation, any legal or other expenses reasonably incurred in connection with defending or investigating any such action or claim, except as otherwise provided in Section 4.3 hereof), insofar as such losses, claims, damages or liabilities are caused by (i) any untrue

statement or alleged untrue statement of a material fact contained in the Shelf Registration Statement or the Prospectus contained therein, or any amendment or supplement thereto, or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, but only with reference to information furnished in writing by or on behalf of such Selling Shareholder expressly for use in the Shelf Registration Statement or the Prospectus or any amendments or supplements thereto, or (ii) any violation by such Selling Shareholder of the 1933 Act, the 1934 Act, any state securities law or any rule or regulation promulgated under the 1933 Act, the 1934 Act or any state securities law in connection with the offering covered by the Shelf Registration Statement.

Section 4.3 Conduct of Indemnification Proceedings. Each party indemnified under Sections 4.1 or 4.2 above shall, promptly after receipt of notice of a claim or action against such indemnified party in respect of which indemnity may be sought hereunder, notify the indemnifying party in writing of the claim or action; provided, that the failure to notify the indemnifying party shall not relieve it from any liability that it may have to an indemnified party on account of the indemnity agreement contained in Sections 4.1 or 4.2 above except to the extent that the indemnifying party was actually prejudiced by such failure. If any such claim or action shall be brought against an indemnified party, and it shall have notified the indemnifying party thereof, unless in the indemnifying party's reasonable judgment a conflict of interest between such indemnified party and indemnifying party may exist in respect of such claim, the indemnifying party shall be entitled to participate therein, and, to the extent that it wishes to assume the defense thereof. After notice from the indemnifying party to the indemnified party of its election to assume the defense of such claim or action, the indemnifying party shall not be liable to the indemnified party for any legal or other expenses subsequently incurred by the indemnified party in connection with the defense thereof; provided, however, that the indemnifying party shall pay such expense, to the extent reasonable, if representation of such indemnified party by counsel retained by the indemnifying party would be reasonably likely to result in a conflict of interest between the indemnified party and the indemnifying party. Any indemnifying party against whom indemnity may be sought under Sections 4.1 or 4.2 shall not be liable to indemnify an indemnified party if such indemnified party settles such claim or action without the written consent of the indemnifying party. No indemnifying party shall consent to the entry of any judgment or enter into any settlement without the consent of the indemnified party which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party a release from all liabilities in respect of such claim or litigation and no indemnifying party may agree to any settlement of any such claim or action, other than solely for monetary damages for which the indemnifying party shall be responsible hereunder, the result of which shall be applied to or against the indemnified party, without the prior written consent of the indemnified party, which consent shall not be unreasonably withheld, delayed or conditioned. In any action hereunder as to which the indemnifying party has assumed the defense thereof, the indemnified party shall continue to be entitled to participate in, but not control, the defense thereof, with counsel of its own choice, but, except as otherwise provided in the third sentence of this Section 4.3, the indemnifying party shall not be obligated hereunder to reimburse the indemnified party for the costs thereof. Notwithstanding anything to the contrary contained herein, in connection with any claim or action to which one or more Selling Shareholders are entitled to seek indemnification hereunder, (1) the Selling Shareholders shall

use commercially reasonable efforts to appoint a single counsel to represent all of the Selling Shareholders with respect to such claim or action and (2) Radio One shall not be liable under this Article IV for the legal or other expenses of more than one counsel for each group of Selling Shareholders that are Affiliates and any Person or group of Persons that hold Registrable Securities as a result of a distribution from any Selling Shareholder.

Section 4.4 Limitation on Indemnity. The indemnity provided for hereunder shall not inure to the benefit of any indemnified party to the extent that the claim is based on such indemnified party's failure to comply with the applicable prospectus delivery requirements of the 1933 Act as then applicable to the Person asserting the loss, claim, damage or liability for which indemnity is sought.

Section 4.5 Contribution. If the indemnification provided for in this Article IV is held by a court of competent jurisdiction to be unavailable to an indemnified party in respect of any losses, claims, damages or liabilities referred to herein, then in lieu of such indemnification the indemnifying party shall, to the extent permitted by applicable law, contribute to the aggregate losses, liabilities, claims, damages and expenses of the nature contemplated by such indemnity in such proportion as is appropriate to reflect the relative fault of the indemnifying party, on the one hand, and the indemnified party, on the other hand, in connection with the statements or omissions which resulted in such losses, liabilities, claims, damages or expenses, as well as any other relevant equitable considerations. The relative fault of the indemnifying party and the indemnified party shall be determined by reference to, among other things, whether any such untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by the indemnifying party on one hand or by or on behalf of the indemnified party on the other and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

Radio One and the Selling Shareholders agree that it would not be just and equitable if contribution pursuant to this Section 4.5 were determined by *pro rata* allocation or by any other method of allocation that does not take account of the equitable considerations referred to in the immediately preceding paragraph. The amount paid or payable by an indemnified party as a result of the losses, claims, damages or liabilities referred to in the immediately preceding paragraph shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the 1933 Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation. Neither Radio One nor any of the Selling Shareholders shall be liable for contribution with respect to any action, suit, proceeding or claim settled without its prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

ARTICLE V MISCELLANEOUS

Section 5.1 Rule 144. Radio One covenants that it will file any reports required to be filed by it under the 1934 Act and that it will take such further action as the Selling Shareholders

may reasonably request to the extent required from time to time to enable the Selling Shareholders to sell Registrable Securities without registration under the 1933 Act within the limitations of the exemptions provided by Rule 144, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission. Except as set forth in Section 2.2, nothing contained in this Agreement shall preclude any sales of Registrable Securities that the Selling Shareholders may effect in compliance with Rule 144.

Section 5.2 Expenses. Except to the extent otherwise expressly provided in Section 3.2 hereof, each party shall pay its own expenses incident to the transactions contemplated hereby.

Section 5.3 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD FOR THE CONFLICTS OF LAWS PRINCIPLES THEREOF THAT MIGHT OTHERWISE REFER CONSTRUCTION OR INTERPRETATION OF THIS AGREEMENT TO THE SUBSTANTIVE LAW OF ANOTHER JURISDICTION.

Section 5.4 WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY VOLUNTARILY AND IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION OR OTHER PROCEEDING BROUGHT IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 5.5 CONSENT TO JURISDICTION AND SERVICE OF PROCESS. EACH PARTY HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK OR ANY COURT OF THE STATE OF NEW YORK LOCATED IN THE COUNTY OF NEW YORK IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING ARISING IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY, AND AGREES THAT ANY SUCH ACTION, SUIT OR PROCEEDING SHALL BE BROUGHT ONLY IN SUCH COURT (AND WAIVES ANY OBJECTION BASED ON FORUM NON CONVENIENS OR ANY OTHER OBJECTION TO VENUE THEREIN); PROVIDED, HOWEVER, THAT SUCH CONSENT TO JURISDICTION IS SOLELY FOR THE PURPOSE REFERRED TO IN THIS SECTION 5.5 AND SHALL NOT BE DEEMED TO BE A GENERAL SUBMISSION TO THE JURISDICTION OF SAID COURTS OR IN THE STATE OF NEW YORK OTHER THAN FOR SUCH PURPOSE. Any and all process may be served in any action, suit or proceeding arising in connection with this Agreement by complying with the provisions of Section 5.6. Such service of process shall have the same effect as if the party being served were a resident in the State of New York and had been lawfully served with such process in such jurisdiction. The parties hereby waive all claims of error by reason of such service. Nothing herein shall affect the right of any party to service process in any other manner permitted by law or to commence legal proceedings or otherwise proceed against the other in any other jurisdiction to enforce judgments or rulings of the aforementioned courts.

Section 5.6 Notices. Except as otherwise provided herein, any notice, instruction or instrument to be delivered hereunder shall be in writing and shall be effective upon receipt at the

address set forth on Exhibit A attached hereto or at such other address specified in writing by the addressee.

Section 5.7 Cumulative Remedies; Failure to Pursue Remedies. Except as otherwise provided in Section 2.1(c) hereof, the rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise. Except where a time period is specified, no delay on the part of any party in the exercise of any right, power, privilege or remedy hereunder shall operate as a waiver thereof, nor shall any exercise or partial exercise of any such right, power, privilege or remedy preclude any further exercise thereof or the exercise of any other right, power, privilege or remedy.

Section 5.8 Amendments and Waivers. Except as otherwise expressly provided herein, no provision of this Agreement may be amended or modified except upon the written consent of Radio One and the Selling Shareholders holding a majority of the shares of Registrable Securities. Any amendment or modification so affected shall be binding upon Radio One and the Selling Shareholders. Any provision of this Agreement may be waived by Radio One and any Selling Shareholder to be bound by such waiver. The failure of any party to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of such party thereafter to enforce each and every provision of this Agreement in accordance with its terms.

Section 5.9 Assignment; Binding Effect. This Agreement may not be assigned, in whole or in part, by any party hereto without the prior written consent of Radio One and the Selling Shareholders holding a majority of the shares of Registrable Securities, and any attempt to do so will be void, except that Radio One may assign any or all of its rights, interests and obligations under this Agreement to any Affiliate provided that any Affiliate agrees in writing to be bound by all of the terms, conditions and provisions contained in this Agreement. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereof or their respective successors and permitted assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

Section 5.10 Severability. If any term or provision of this Agreement, or the application thereof to any Person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or application to other Persons or circumstances, shall not be affected thereby, and each term and provision of this Agreement is hereby declared to be separate and distinct and shall be enforced to the fullest extent permitted by law. If any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable. If any provision of this Agreement is declared invalid or unenforceable for any reason other than overbreadth, the offending provision will be modified so as to maintain the essential benefits of the bargain among the parties to the maximum extent possible, consistent with applicable law and public policy.

Section 5.11 Counterparts; Signatures. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document, and all counterparts shall be construed together and shall constitute one instrument. A facsimile or photocopied signature shall be deemed to be the functional equivalent of an original for all purposes.

Section 5.12 Entire Agreement. This Agreement together with the Purchase Agreement constitute the full and entire understanding and agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings pertaining thereto, whether oral or written.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Registration Rights Agreement as of the date first above written.

RADIO ONE, INC.

By: /s/ Linda J. Vilaro

Name: Linda J. Vilaro

Title: Vice President

SELLING SHAREHOLDERS

 /s/ David Kantor
DAVID KANTOR

 /s/ Thomas Joyner
THOMAS JOYNER

ROSEMARCO PARTNERS LTD.

By: /s/ David Kantor

Name: David Kantor

Title: President

 /s/ Julia Atherton
JULIA ATHERTON

 /s/ Royce West
ROYCE WEST

THOMAS ELLIOT JOYNER 2004 RETAINED
ANNUITY TRUST U/A/D NOVEMBER 10, 2004

By: /s/ Thomas Joyner

Name: Thomas Joyner

Title: Trustee

[Signature Page to Registration Rights Agreement]

Addresses

Address of Radio One:

Alfred C. Liggins, III
CEO/President
Radio One, Inc.
5900 Princess Garden Parkway, 7th Floor
Lanham, MD 20706
Facsimile: 301-306-9694

with a copy (which shall not
constitute notice) to:

Linda J. Eckard Vilardo, Esq.
General Counsel
Radio One, Inc.
5900 Princess Garden Parkway, 7th Floor
Lanham, MD 20706
Facsimile: 301-306-9638

and

Catherine J. Dargan, Esq.
Covington & Burling
1201 Pennsylvania Avenue, N.W.
Washington, DC 20004-2401
Facsimile: 202-778-5567

Address of Selling Shareholders:

David M. Kantor
6685 Gulf of Mexico Drive
Long Boat Key, FL

Thomas E. Joyner
1321 Cottonwood Valley Circle North
Irving, TX 75038

Julia Atherton
4818 Harvest Hill Road
Dallas, TX 75224

Royce West
320 South R.L. Thornton Fwy, #300
Dallas, TX 75203

Thomas Elliot Joyner 2004 Retained Annuity
Trust u/a/d November 10, 2004
1321 Cottonwood Valley Circle North
Irving, TX 75038

Rosemarc Partners LTD
6685 Gulf of Mexico Drive
Long Boat Key, FL

Consent of Independent Registered Public Accounting Firm

We consent to the reference to our firm under the caption "Independent Registered Public Accounting Firm" in the Registration Statement Form S-3 and related Prospectus of Radio One, Inc. for the registration of 1,809,648 shares of its common stock and to the incorporation by reference therein of our reports dated March 8, 2005, with respect to the consolidated financial statements and schedule of Radio One, Inc., Radio One, Inc. management's assessment of the effectiveness of internal control over financial reporting, and the effectiveness of internal control over financial reporting of Radio One, Inc., included in its Annual Report (Form 10-K/A) for the year ended December 31, 2004, filed with the Securities and Exchange Commission.

Ernst & Young LLP

August 1, 2005
McLean, Virginia