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Registration No. 333-

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

Form S-4
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

Radio One, Inc.
(Exact Name of Registrant as Specified in Its Charter)

Delaware	**4832**	**52-1166660**
(State or Other Jurisdiction of Incorporation or Organization)	*(Primary Standard Industrial Classification Code Number)*	*(I.R.S. Employer Identification Number)*

Subsidiary Guarantors Listed on Schedule A Hereto
(Exact Name of Registrant as Specified in its Charter)

5900 Princess Garden Parkway
7th Floor
Lanham, Maryland 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) 429-4659
(Name, Address, Including Zip Code, and Telephone Number, Including Area Code, of Agent for Service)

Copy to:

David H. Engvall
Covington & Burling
1201 Pennsylvania Ave. N.W.
Washington, DC 20004
(202) 662-6000

Approximate date of commencement of proposed sale to the public: As soon as practicable after this registration statement becomes effective.

If the securities being registered on this form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box. o

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) 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. o

If this Form is a post-effective amendment filed pursuant to Rule 462(d) 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. o

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered(1)	Proposed Maximum Offering Price per Unit(1)	Proposed Maximum Aggregate Offering Price(1)	Amount of Registration Fee
6 3/8% Senior Subordinated Notes due 2013	$200,000,000	100%	$200,000,000	$23,540
Note Guarantees	(2)	(3)		
TOTAL	$200,000,000	100%	$200,000,000	$23,540

(1) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(f) under the Securities Act of 1933, as amended.

(2) The Registrant's subsidiaries listed on Schedule A hereto (the "Subsidiary Guarantors") have guaranteed, jointly and severally, the payment of principal, premium and interest on the notes registered hereby (the "Note Guarantees"). The Subsidiary Guarantors are registering the Note Guarantees. Pursuant to Rule 457(n) under the Securities Act of 1933, as amended, no registration fee is required in respect of the Note Guarantees.

(3) Not applicable.

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a) may determine.

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SCHEDULE A

SUBSIDIARY GUARANTORS

Registrant	State of Incorporation or Organization	I.R.S. Employer Identification Number
Radio One Licenses, LLC	DE	52-1166660
Bell Broadcasting Company	MI	38-1537987
Radio One Of Detroit, LLC	DE	38-1537987
Radio One Of Atlanta, LLC	DE	52-1166660
ROA Licenses, LLC	DE	52-1166660
Radio One Of Charlotte, LLC	DE	57-1103928
Radio One Of Augusta, LLC	DE	52-1166660
Charlotte Broadcasting, LLC	DE	52-1166660
Radio One Of North Carolina, LLC	DE	52-1166660
Radio One Of Boston, Inc.	DE	52-2297366
Radio One Of Boston Licenses, LLC	DE	52-2297366
Blue Chip Merger Subsidiary, Inc.	DE	52-2334006
Blue Chip Broadcast Company	OH	31-1402186
Blue Chip Broadcasting, LTD.	OH	31-1459349
Blue Chip Broadcasting Licenses, LTD.	OH	31-1402186
Blue Chip Broadcasting Licenses II, LTD.	NV	31-1688377
Radio One Of Texas, LP	DE	52-2359936
Radio One Of Indiana, LP	DE	52-2359338
Radio One Of Texas I, LLC	DE	52-2359328
Radio One Of Texas II, LLC	DE	52-2359333
Radio One Of Indiana, LLC	DE	52-1166660
Satellite One, L.L.C	DE	52-1166660
Hawes-Saunders Broadcast Properties, Inc.	DE	31-1313021
Radio One Of Dayton Licenses, LLC	DE	31-1313021
New Mableton Broadcasting Corporation	DE	58-2455006
Radio One Media Holdings, LLC	DE	20-2180640

The address, including zip code, and telephone number, including area code, of each of the Subsidiary Guarantors' principal executive offices is c/o Radio One, Inc., 5900 Princess Garden Parkway, 7th Floor, Lanham, Maryland 20706, (301) 306-1111.

The primary standard industrial classification code number for each of the Subsidiary Guarantors is 4832.

The name, address, including zip code, and telephone number, including area code, of agent for service for each of the Subsidiary Guarantors is John W. Jones, General Counsel, Radio One, Inc., 5900 Princess Garden Parkway, 7th Floor, Lanham, Maryland 20706, (301) 306-1111.

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 5, 2005

PROSPECTUS

Radio One, Inc.

RADIO ONE
THE URBAN RADIO SPECIALIST

OFFER TO EXCHANGE

$200,000,000 6 3/8% Senior Subordinated Notes due 2013 that have been registered under the Securities Act of 1933 for $200,000,000 outstanding unregistered 6 3/8% Senior Subordinated Notes due 2013

We are offering to exchange $200,000,000 in aggregate principal amount of our 6 3/8% Senior Subordinated Notes due 2013, which we refer to as the original notes. We refer collectively to the exchange notes and the original notes that remain outstanding following the exchange offer as the notes. The terms of the exchange notes will be identical in all material respects to the terms of the original notes except that the exchange notes will be registered under the Securities Act of 1933, as amended (the "Securities Act"), and, therefore, the transfer restrictions applicable to the original notes will not be applicable to the exchange notes.

- Our offer to exchange original notes for exchange notes will be open until 5:00 p.m., New York City time, on , 2005, unless we extend the offer.
- We will exchange all outstanding original notes that are validly tendered and not validly withdrawn prior to the expiration date of the exchange offer. You should carefully review the procedures for tendering the original notes beginning on page 19 of this prospectus.
- If you fail to tender your original notes, you will continue to hold unregistered securities and your ability to transfer them could be adversely affected. The exchange of original notes for exchange notes pursuant to the exchange offer generally will not be a taxable event for U.S. federal income tax purposes.
- We will not receive any proceeds from the exchange offer.
- No public market currently exists for the outstanding notes or the exchange notes. We do not intend to list the exchange notes on any national securities exchange or the Nasdaq Stock Market.
- Each broker-dealer that receives exchange notes for its own account pursuant to the exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of such exchange notes. The letter of transmittal to be used in connection with the exchange offer states that by so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of exchange notes received in exchange for original notes where such original notes were acquired by such broker-dealer as a result of market-making activities or other trading activities. We have agreed that, for a period of 180 days after the consummation of the exchange offer, we will make this prospectus available to any broker-dealer for use in connection with any such resale. See "Plan of Distribution" starting on page 77 of this prospectus.

INVESTING IN THE EXCHANGE NOTES INVOLVES RISKS. SEE "RISK FACTORS" BEGINNING ON PAGE 11 OF THIS PROSPECTUS.

WE ARE NOT ASKING YOU FOR A PROXY AND YOU ARE REQUESTED NOT TO SEND US A PROXY.

NEITHER THE SECURITIES AND EXCHANGE COMMISSION (THE "SEC") 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.

THE DATE OF THIS PROSPECTUS IS , 2005.

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YOU SHOULD RELY ONLY ON THE INFORMATION CONTAINED IN THIS PROSPECTUS. WE HAVE NOT AUTHORIZED ANYONE TO PROVIDE YOU WITH DIFFERENT OR ADDITIONAL INFORMATION. IF ANYONE PROVIDES YOU WITH DIFFERENT OR ADDITIONAL INFORMATION, YOU SHOULD NOT RELY ON IT. YOU SHOULD ASSUME THAT THE INFORMATION CONTAINED IN THIS PROSPECTUS IS ACCURATE AS OF THE DATE ON THE FRONT COVER OF THIS PROSPECTUS OR THE DATE OF THE DOCUMENT INCORPORATED BY REFERENCE. OUR BUSINESS, FINANCIAL CONDITION, RESULTS OF OPERATIONS AND PROSPECTS MAY HAVE CHANGED SINCE THEN. WE ARE NOT MAKING AN OFFER TO SELL THE SECURITIES OFFERED BY THIS PROSPECTUS IN ANY JURISDICTION WHERE THE OFFER OR SALE IS NOT PERMITTED.

THIS PROSPECTUS INCORPORATES IMPORTANT BUSINESS AND FINANCIAL INFORMATION THAT IS NOT INCLUDED IN OR DELIVERED WITH THIS DOCUMENT. WE WILL PROVIDE A COPY OF THE DOCUMENTS WE INCORPORATE BY REFERENCE, AT NO COST, TO ANY PERSON WHO RECEIVES THIS PROSPECTUS. TO REQUEST A COPY OF ANY OR ALL OF THESE DOCUMENTS, YOU SHOULD WRITE OR TELEPHONE US AT: RADIO ONE, INC., 5900 PRINCESS GARDEN PARKWAY, 7TH FLOOR, LANHAM, MARYLAND 20706, (301) 306-1111, ATTENTION: CORPORATE SECRETARY. IN ORDER TO OBTAIN TIMELY DELIVERY OF THE DOCUMENTS, YOU MUST REQUEST THE INFORMATION NO LATER THAN FIVE BUSINESS DAYS BEFORE THE EXPIRATION DATE OF THE EXCHANGE OFFER. THE EXCHANGE OFFER WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON , 2005. SEE "INCORPORATION OF DOCUMENTS BY REFERENCE" AND "THE EXCHANGE OFFER" FOR ADDITIONAL INFORMATION.

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 and the exchange offer. You should carefully read the entire prospectus and should consider, among other things the matters set forth in "Risk Factors" before deciding whether to participate in the exchange offer. 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

On June 13, 2005, we entered into a new credit facility. The total amount available under the facility is $800.0 million, consisting of a $500.0 million revolving facility and a $300.0 million term loan facility. We may use the proceeds from the facilities for working capital and 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 facility. Simultaneous with entering into the new credit facility, we borrowed $437.5 million under our 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.

Summary Terms of the Exchange Offer

On February 10, 2005, we completed the offering of the original notes. That offering was exempt from the registration requirements of the Securities Act. In connection with that offering, we entered into a registration rights agreement with the initial purchasers of the original notes in which we agreed, among other things, to deliver this prospectus to you and to use our best efforts to commence the exchange offer no later than October 28, 2005.

Exchange Offer	We are offering to exchange up to $200,000,000 in aggregate principal amount of 6 3/8% Senior Subordinated Notes due 2013, which have been registered under the Securities Act, for an equal aggregate principal amount of our outstanding 6 3/8% Senior Subordinated Notes due 2013, to satisfy our obligations under the registration rights agreement that we entered into when the original notes were sold in transactions under Rule 144A and/or Regulation S under the Securities Act.
Expiration Date	The exchange offer will expire at 5:00 p.m., New York City time, on , 2005, unless extended.
Withdrawal; Non-Acceptance	You may withdraw any original notes tendered in the exchange offer at any time prior to 5:00 p.m., New York City time, on , 2005. If we decide for any reason not to accept any original notes tendered for exchange, the original notes will be returned to the registered holder at our expense promptly after the expiration or termination of the exchange offer. In the case of original notes tendered by book-entry transfer into the exchange agent's account at The Depository Trust Company, any withdrawn or unaccepted original notes will be credited to the tendering holder's account at The Depository Trust Company. For further information regarding the withdrawal of tendered original notes, see "The Exchange Offer — Terms of the Exchange Offer;" "— Expiration Date; Extension; Termination; Amendment" and "— Withdrawal Rights."
Conditions to the Exchange Offer	The exchange offer is subject to customary conditions, which we may waive. See the discussion below under the caption "The Exchange Offer — Conditions to the Exchange Offer" for more information regarding the conditions to the exchange offer.
Exchange Agent	The Bank of New York is serving as exchange agent in connection with the exchange offer.
Procedures for Tendering Original Notes	If you wish to participate in the exchange offer, you must either: • complete, sign and date an original or faxed letter of transmittal in accordance with the instructions in the letter of transmittal accompanying this prospectus; or

	• arrange for The Depository Trust Company to transmit required information to the exchange agent in connection with a book-entry transfer. Then you must mail, fax or deliver all required documentation to The Bank of New York, which is acting as the exchange agent for the exchange offer. The exchange agent's address appears on the letter of transmittal. By tendering your original notes in either of these manners, you will represent to and agree with us that: • you are acquiring the exchange notes in the ordinary course of your business; • you are not engaged in, and you do not intend to engage in, the distribution (within the meaning of the federal securities laws) of the exchange notes; • you have no arrangement or understanding with anyone to participate in a distribution of the exchange notes; and • you are not an "affiliate," as defined in Rule 405 under the Securities Act, of the Company. See "The Exchange Offer — Procedures for Tendering Original Notes" and "— The Depository Trust Company Book-Entry Transfer." Each broker-dealer that receives exchange notes for its own account in exchange for original notes, where such original notes were acquired by such broker-dealer as a result of market-making activities or other trading activities, must acknowledge that it will deliver a prospectus in connection with any resale of such exchange notes. See "Plan of Distribution."
Special Procedures for Beneficial Owners	If you are a beneficial owner of original notes that are held by or registered in the name of a broker, dealer, commercial bank, trust company or other nominee or custodian and you wish to tender your original notes, you should contact your intermediary entity promptly and instruct it to tender the exchange notes on your behalf.
Guaranteed Delivery Procedures	If you desire to tender original notes in the exchange offer and: • the original notes are not immediately available; • time will not permit delivery of the original notes and all required documents to the exchange agent on or prior to the expiration date; or • the procedures for book-entry transfer cannot be completed on a timely basis, you may nevertheless tender the original notes, provided that you comply with all of the guaranteed delivery procedures set forth in "The Exchange Offer — Guaranteed Delivery Procedures."
Resales of Exchange Notes	Based on an interpretation by the staff of the SEC set forth in no-action letters issued to third parties, we believe that you can

	resell and transfer your exchange notes without compliance with the registration and prospectus delivery requirements of the Securities Act, if you can make the representations that appear above under the heading “The Exchange Offer — Procedures for Tendering Original Notes.”
	We cannot guarantee that the SEC would make a similar decision about the exchange offer. If our belief is wrong, or if you cannot truthfully make the representations appearing above, and you transfer any exchange note without delivering a prospectus meeting the requirements of the Securities Act or without an exemption from registration of your exchange notes from such requirements, you may incur liability under the Securities Act. We are not indemnifying you against this liability.
Accrued Interest on the Exchange Notes and the Original Notes	The exchange notes will bear interest from the most recent date to which interest has been paid on the original notes. If your origina notes are accepted for exchange, then you will receive interest on the exchange notes and not on the original notes.
Material United States Federal Income Tax Consequences	The exchange of original notes for exchange notes in the exchange offer will not be a taxable transaction for United States federal income tax purposes. See the discussion below under the caption “Material United States Federal Income Tax Consequences” for more information regarding the tax consequences to you of the exchange offer.
Consequences of Failure to Exchange Original Notes	All untendered original notes will remain subject to the restrictions on transfer provided for in the original notes and in the indenture. Generally, the original notes that are not exchanged for exchange notes pursuant to the exchange offer will remain restricted securities and may not be offered or sold, unless registered under the Securities Act, except pursuant to an exemption from, or in a transaction not subject to, the Securities Act and applicable state securities laws. Other than in connection with the exchange offer, we do not currently anticipate that we will register the original notes under the Securities Act.
	Because we anticipate that most holders of the original notes will elect to exchange their original notes, we expect that the liquidity of the markets, if any, for any original notes remaining after the completion of the exchange offer will be substantially limited.
Use of Proceeds	We will not receive any proceeds from the issuance of exchange notes in the exchange offer. We will pay all registration and other expenses incidental to the exchange offer.

Summary Terms of the Exchange Notes

The following is a summary of the terms of the exchange notes. The terms of the exchange notes are the same in all material respects as the terms of the original notes, except that the exchange notes will be

registered under the Securities Act and, therefore, the transfer restrictions applicable to the original notes will not be applicable to the exchange notes and the exchange notes will not bear any legends restricting their transfer. The exchange notes will evidence the same debt as the original notes, and both the original notes and the exchange notes are governed by the same indenture. The original notes and the exchange notes will be treated as a single class of notes should any original notes remain outstanding following the exchange offer.

Issuer	Radio One, Inc.
Securities	$200.0 million of 6 3/8% Senior Subordinated Notes due 2013.
Maturity	February 15, 2013.
Interest Rate	6 3/8% per annum.
Interest Payment Dates	February 15 and August 15, commencing August 15, 2005.
Ranking	The exchange notes will rank: • senior to any of our and our guarantors' future debt that expressly provides that it is subordinated to the exchange notes; • on a parity with our existing 8 7/8% senior subordinated notes due 2011 and any of our and our guarantors' future senior subordinated obligations that do not expressly provide that they are subordinated to the exchange notes; and • junior to all of our and our guarantors' existing and future senior debt. As of March 31, 2005, there was approximately $437.5 million of our senior debt outstanding, as well as $200.0 million of original notes and $300.0 million of our 8 7/8% senior subordinated notes due 2011 outstanding.
Guarantees	The exchange notes will be unconditionally guaranteed on a senior subordinated basis by each of our existing and future domestic restricted subsidiaries. If we cannot make payments on the exchange notes when they are due, our guarantors must make them instead.
Optional Redemption	On or after February 15, 2009, we may, at our option, redeem the exchange notes at any time in whole, or from time to time in part, at a redemption price equal to 103.188% of the principal amount to be redeemed, declining ratably annually to 100% of the principal amount to be redeemed beginning on February 15, 2011, plus accrued and unpaid interest up to but not including the date of redemption. See "Description of Exchange Notes — Optional Redemption." In addition, prior to February 15, 2008, we may, at our option, redeem up to 35% of the original principal amount of the exchange notes, at any time or from time to time, at a redemption price equal to 106.375% of the principal amount to be redeemed, plus accrued and unpaid interest up to but not including the date of redemption using the proceeds of certain offerings of our common stock. See "Description of Exchange Notes — Optional Redemption."

Repurchase at Option of the Holder Upon a Change of Control Offer	Upon a change of control of Radio One, each holder may require us to repurchase all or a portion of the holder's exchange notes for cash at a price equal to 101% of the principal amount of the exchange notes plus accrued and unpaid interest up to, but not including, the repurchase date. See "Description of Exchange Notes — Repurchase at the Option of Holders — Change of Control."
Asset Sales	We may be obligated to purchase the exchange notes at a redemption price of 100% of the principal amount thereof plus accrued and unpaid interest to the date of purchase with the net proceeds of certain sales or other dispositions of assets. See "Description of Exchange Notes — Repurchase at the Option of Holders — Asset Sales."
Certain Covenants	The indenture governing the exchange notes will, among other things, restrict our ability and the ability of our subsidiaries to: • incur or guarantee additional indebtedness; • pay dividends or distributions on, or redeem or repurchase, capital stock; • make certain investments; • issue or sell capital stock of our subsidiaries; • engage in transactions with affiliates; • create liens; • restrict dividend or other payments to us from our subsidiaries; • transfer or sell assets; and • consolidate, merge or transfer all or substantially all of our assets. These covenants are subject to important exceptions and qualifications, which are described in the "Description of Exchange Notes — Certain Covenants."
Registration Rights	Concurrently with the closing of the original notes, we entered into, together with the guarantors of the original notes, an agreement with the initial purchaser of the original notes under which we are obligated to file a registration statement with respect to an offer to exchange the notes for a new issue of identical exchange notes registered under the Securities Act on or prior to 180 days after the date of the original issuance of the notes. We are also obligated to use our best efforts to cause the registration statement to be declared effective on or prior to 260 days after the date of the original issuance of the original notes. If we fail to satisfy these obligations, we may required to pay you additional interest. See "Description of Exchange Notes — Registration Rights; Additional Interest." These registration rights applicable to the original notes are not applicable to the exchange notes.

SELECTED CONSOLIDATED FINANCIAL DATA

The following table contains the selected historical financial information derived from our audited consolidated financial statements for each of the years ended December 31, 2000, 2001, 2002, 2003 and 2004 and our unaudited financial statements for the three months ended March 31, 2004 and March 31, 2005. The financial data below is only a summary. It should be read in conjunction with our historical consolidated financial statements, including the notes thereto, and "Management's Discussion and Analysis of Financial Condition and Results of Operations" contained in the annual and quarterly reports filed by us with the SEC. See "Where You Can Find Additional Information."

	Year Ended December 31,(1)					Three Months Ended March 31,	
	2000	2001	2002	2003	2004	2004	2005
	(In thousands, except per share amounts)						
Statements of Operations:							
Net broadcast revenue	$ 155,666	$ 243,804	$ 295,851	$ 303,150	$ 319,761	$ 69,662	$ 77,010
Programming and technical expenses	23,971	40,791	49,582	51,496	53,358	14,147	15,635
Selling, general and administrative expenses	53,309	79,672	94,884	92,157	91,517	21,912	23,992
Corporate expenses	6,303	10,065	13,765	14,334	16,658	3,759	5,295
Depreciation and amortization	63,207	129,723	17,640	18,078	16,934	4,430	3,467
Operating income (loss)	8,876	(16,447)	119,980	127,085	141,294	25,414	28,691
Interest expense(2)	32,407	63,358	59,143	41,438	39,611	9,975	12,429
Equity in net loss of affiliated company	—	—	—	2,123	3,905	2,367	459
Gain on sale of assets, net	—	4,224	133	—	—	—	—
Other income, net	20,084	991	1,213	2,721	2,541	82	90
Income tax benefit (provision)	(804)	24,550	(25,282)	(32,462)	(38,717)	(5,085)	(6,571)
Income (loss) before extraordinary item and cumulative effect of accounting change	(4,251)	(50,040)	36,901	53,783	61,602	8,791	9,794
Minority interest in income of subsidiary	—	—	—	—	—	—	107
Extraordinary loss, net of tax	—	5,207	—	—	—	—	—
Cumulative effect of a change in accounting principle, net of tax	—	—	29,847	—	—	—	—
Net income (loss)	(4,251)	(55,247)	7,054	53,783	61,602	8,791	9,687
Preferred stock dividend	(9,236)	(20,140)	(20,140)	(20,140)	(20,140)	(5,035)	(2,761)
Net income (loss) applicable to common stockholders	$ (13,487)	$ (75,387)	$ (13,086)	$ 33,643	$ 41,462	$ 3,756	$ 6,926
Net income (loss) per common share — basic:							
Income (loss) before extraordinary item and cumulative effect of a change in accounting principle(3)	(0.16)	(0.78)	0.16	0.32	0.40	0.04	0.07
Extraordinary item	—	(0.05)	—	—	—	—	—
Cumulative effect of a change in accounting principle	—	—	(0.29)	—	—	—	—
Net income (loss) applicable to common stockholders per share	(0.16)	(0.83)	(0.13)	0.32	0.40	0.04	0.07

	Year Ended December 31,(1)					Three Months Ended March 31,	
	2000	2001	2002	2003	2004	2004	2005
	(In thousands, except per share amounts)						
Net income (loss) per common share — diluted:							
Income (loss) before extraordinary item and cumulative effect of a change in accounting principle(3)	(0.16)	(0.78)	0.16	0.32	0.39	0.04	0.07
Extraordinary item	—	(0.05)	—	—	—	—	—
Cumulative effect of a change in accounting principle	—	—	(0.29)	—	—	—	—
Net income (loss) applicable to common stockholders per share	(0.16)	(0.83)	(0.13)	0.32	0.39	0.04	0.07
Pro Forma Amounts:(4)							
Net income	$ 37,539	$ 21,302	$ 36,901	$ 53,783	$ 61,602	$ 8,791	$ 9,687
Net income applicable to common stockholders	28,303	1,162	16,761	33,643	41,462	3,756	6,926
Net income per share applicable to common stockholders — basic	0.33	0.01	0.16	0.32	0.40	0.04	0.07
Net income per share applicable to common stockholders — diluted	0.33	0.01	0.16	0.32	0.39	0.04	0.07
Statement of Cash Flows:							
Cash flows from (used in) —							
Operating activities	$ 55,686	$ 59,783	$ 70,821	$ 109,720	$ 123,719	$ 24,244	$ 16,308
Investing activities	(1,220,023)	(146,928)	(105,277)	(44,357)	(155,498)	(29,859)	(17,360)
Financing activities	1,178,995	98,381	47,756	(72,768)	4,160	(17,630)	2,533
Other Data:							
Cash interest expense(5)	$ 28,581	$ 61,371	$ 57,089	$ 39,743	$ 37,909	$ 9,551	$ 11,970
Capital expenditures	3,665	9,283	10,971	11,382	12,979	1,516	3,037
EBITDA(6)	72,083	110,670	106,534	143,173	154,340	27,559	31,682
Station Operating Income(7)	78,386	123,341	151,385	159,497	175,690	34,125	37,482
Station Operating Income Margin(8)	50%	51%	51%	53%	55%	49%	49%
Balance Sheet Data (at period end):							
Cash and cash equivalents	$ 20,879	$ 32,115	$ 45,415	$ 38,010	$ 10,391	$ 14,765	$ 11,872
Short term investments	—	—	40,700	40,700	10,000	35,003	3,000
Intangible assets, net	1,637,180	1,776,201	1,776,626	1,782,258	1,931,045	1,815,257	1,991,220
Total assets	1,765,218	1,923,915	1,984,360	2,001,461	2,111,141	2,005,841	2,160,155
Total debt (including current portion)	646,956	780,022	650,001	597,535	620,028	584,408	937,527
Total liabilities	708,149	870,968	740,337	723,042	782,696	723,222	1,101,536
Total stockholders' equity	1,057,069	1,052,947	1,244,023	1,278,419	1,328,445	1,282,619	1,057,637

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

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

(3) Income (loss) before extraordinary item and cumulative effect of a change in accounting principle is the reported amount, less dividends paid on Radio One's preferred securities.

(4) The pro forma amounts summarize the effect of SFAS No. 142 as of the beginning of the periods presented. For 2000-2001, the net loss is adjusted to eliminate the amortization expense recognized in those periods related to goodwill and FCC licenses, as these indefinite-lived assets are no longer amortized under SFAS No. 142. The adjusted amounts do not include any adjustments for potential impairment of Radio One's indefinite-lived assets that could have resulted if Radio One had adopted

SFAS No. 142 as of the beginning of the years presented and performed the required impairment test under this standard.

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

(6) Net income or loss before interest income, interest expense, income taxes, change in accounting principle, depreciation and amortization is commonly referred to in our business a "EBITDA." EBITDA is not a measure of financial performance under generally accepted accounting principles. We believe EBITDA is often a useful measure of a company's operating performance and is a significant basis used by our management to measure the operating performance of our business because EBITDA excludes charges for depreciation, amortization, change in accounting principle and interest expense that have resulted from our acquisitions and debt financings, and our interest income and income tax provision or benefit. Accordingly, we believe that EBITDA provides helpful information about the operating performance of our business, apart from the expenses associated with our physical plant or capital structure. EBITDA is frequently used as one of the bases for comparing businesses in our industry, although our measure of EBITDA may not be comparable to similarly titled measures of other companies. EBITDA does not purport to represent operating loss or cash flow from operating activities, as those terms are defined under generally accepted accounting principles, and should not be considered as an alternative to those measurements as an indicator of our performance.

The reconciliation of net income to EBITDA is as follows:

	Year Ended December 31,					Three Months Ended March 31,	
	2000	2001	2002	2003	2004	2004	2005
				(In thousands)			
Net income (loss) as reported	$ (4,251)	$ (55,247)	$ 7,054	$ 53,783	$ 61,602	$ 8,791	$ 9,687
Add back non-EBITDA items included in net income (loss):							
Interest income	(20,084)	(2,614)	(2,585)	(2,588)	(2,524)	(722)	(472)
Interest expense	32,407	63,358	59,143	41,438	39,611	9,945	12,429
Provision (benefit) for income taxes	804	(24,550)	25,282	32,462	38,717	5,085	6,571
Depreciations and amortization	63,207	129,723	17,640	18,078	16,934	4,430	3,467
EBITDA	72,083	110,670	106,534	143,173	154,340	27,559	31,682

(7) Net income before depreciation and amortization, income taxes, interest income, interest expense, equity in net loss of affiliated company, other expense, corporate expenses and non-cash compensation expenses is commonly referred to in our business as "station operating income." Station operating income is not a measure of financial performance under generally accepted accounting principles. Nevertheless we believe station operating income is often a useful measure of a broadcasting company's operating performance and is a significant basis used by our management to measure the operating performance of our stations within the various markets because station operating income provides helpful information about our results of operations apart from expenses associated with our physical plant, income tax provision or benefit, investments, debt financings, overhead and non-cash compensation. Station operating income is frequently used as one of the bases for comparing businesses in our industry, although our measure of station operating income may not be comparable to similarly titled measures of other companies. Station operating income does not purport to represent operating loss or cash flow from operating activities, as those terms are defined under generally accepted accounting principles, and should not be considered as an alternative to those measurements as an indicator of our performance.

The reconciliation of net income to station operating income is as follows:

	Year Ended December 31,					Three Months Ended March 31,	
	2000	2001	2002	2003	2004	2004	2005
				(In thousands)			
Net income (loss) as reported	$ (4,251)	$ (55,247)	$ 7,054	$ 53,783	$ 61,602	$ 8,791	$ 9,687
Add back non-station operating income items included in net income (loss):							
Interest income	(20,084)	(2,614)	(2,585)	(2,588)	(2,524)	(722)	(472)
Interest expense	32,407	63,358	59,143	41,438	39,611	9,975	12,429
Provision (benefit) for income taxes	804	(24,550)	25,282	32,462	38,717	5,085	6,571
Change in accounting principle	—	—	29,847	—	—	—	—
Extraordinary loss, net of tax	—	5,207	—	—	—	—	—
Corporate expenses, excluding non-cash compensation	6,115	9,114	12,351	12,589	15,049	3,358	4,916
Non-cash compensation	188	951	1,414	1,745	2,413	923	408
Gain on sale of asset, net	—	(4,224)	—	—	—	—	—
Equity in net loss of affiliated company	—	—	—	2,123	3,905	2,367	459
Other (income) expense	—	1,623	1,239	(133)	(17)	(82)	(90)
Depreciations and amortization	63,207	129,723	17,640	18,078	16,934	4,430	3,467
Minority Interest in income of subsidiary	—	—	—	—	—	—	107
EBITDA	78,386	123,341	151,385	159,497	175,690	34,125	37,482

(8) “Station operating income margin” represents station operating income as a percentage of net broadcast revenue. Station operating income margin is not a measure of financial performance under generally accepted accounting principles. Nevertheless, we believe that station operating income margin is a useful measure of our performance because it provides helpful information about our profitability as a percentage of our net broadcasting revenue.

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 participate in the exchange offer. 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 have requested review by the U.S. Supreme Court, which request was recently 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 facility to retire all outstanding obligations under our previous credit facility. Borrowings under the bank credit facility are subject to compliance with provisions of our credit agreement, including but not limited to the financial covenants. As of the date of this prospectus, 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 the Notes

Your right to receive payment on the notes and the guarantees is junior to all of our and the guarantors' senior debt.

The notes are general unsecured obligations, junior in right of payment to all of our existing and future senior debt and that of each subsidiary-guarantor, including obligations under our bank credit facility. The notes are not secured by any of our or the guarantors' assets, and as such will be effectively subordinated to any secured debt that we or the guarantors have now, including all of the borrowings under our credit facilities, or may incur in the future to the extent of the value of the assets securing that debt.

In the event that Radio One or a guarantor is declared bankrupt, becomes insolvent or is liquidated or reorganized, any debt that ranks ahead of the notes and the guarantees will be entitled to be paid in full from our assets or the assets of the guarantors, as applicable, before any payment may be made with respect to the notes or the affected guarantees. In any of the foregoing events, we cannot assure you that we would have sufficient assets to pay amounts due on the notes. As a result, holders of the notes may receive less, proportionally, than the holders of debt senior to the notes and the guarantees. The subordination provisions of the indenture governing the notes also provide that we can make no payment to you during the continuance of payment defaults on our senior debt, and payments to you may be suspended for a period of up to 180 days if a nonpayment default exists under our senior debt. See "Description of Exchange Notes — Subordination."

As of March 31, 2005, the original notes and the guarantees were ranked junior to approximately $437.5 million of senior debt and on parity with $300.0 million of our existing 8 7/8% senior subordinated notes due 2011. In addition, the indentures governing the original notes and our 8 7/8% senior subordinated notes due 2011, and the credit agreement governing our bank credit facility permit, subject to specified limitations, the incurrence of additional debt, some or all of which may be senior debt. See "Description of Exchange Notes — Certain Covenants" and "Description of Other Indebtedness."

We may not have the ability to repay the notes at maturity or repurchase the notes if you exercise your repurchase right upon a change of control.

In the event of a change of control of our company, you have the right to require us to repurchase all or any of your notes at a price equal to 101% of the principal amount, plus accrued and unpaid interest, as described in "Description of Exchange Notes — Repurchase at the Option of Holders — Change of Control." In addition, at maturity, we will be obligated to repay all of your notes at a price equal to 100% of the principal amount, plus accrued and unpaid interest, as described in "Description of Exchange Notes — Principal, Maturity and Interest." Upon a change of control or at maturity, we may not have sufficient funds or may be unable to arrange for financing to pay the amount due. Moreover, certain events that would be a change of control could also constitute an event of default under our bank credit facility and could require us to make an offer to repurchase our 8 7/8% senior subordinated notes due 2011. In addition, our bank credit facility and the indenture governing our 8 7/8% senior subordinated notes due 2011 contain provisions restricting our ability to make payments in respect of the notes, such as the repurchase of the notes. Any future credit agreements or other agreements relating to our indebtedness may contain provisions prohibiting repurchase of the notes under some circumstances or expressly prohibit our repurchase of the notes upon a change of control or may provide that a change of control constitutes an event of default under that agreement. If a change of control or the maturity date occurs at a time when we are prohibited from repurchasing notes, we could seek the consent of our relevant lenders to repurchase the notes or attempt to refinance such debt. If we do not obtain such consent or refinance such debt, we may not be able to repurchase the notes.

The terms of the notes and our other debt restrict us from engaging in many activities and require us to satisfy various financial tests, and these restrictions may make it more difficult to pursue our acquisition strategy.

The indenture governing the notes, as well as our bank credit facility and the indenture governing our 8⅞% senior subordinated notes due 2011, contain covenants that restrict, among other things, our ability to:

- incur or guarantee additional debt,
- pay cash dividends,
- purchase our capital stock,
- make capital expenditures,
- make certain investments or other restricted payments,
- swap or sell assets,
- engage in transactions with related parties,
- secure non-senior debt with our assets, or
- merge, consolidate or sell all or substantially all of our assets.

In addition, our bank credit facility requires that we obtain our banks' consent for acquisitions that do not meet specific criteria. Our bank credit facility also requires that we maintain specific financial ratios, which could be affected by events beyond our control. These restrictions may make it more difficult to pursue our acquisition strategy.

The loans under our bank credit facility will be due on the earliest to occur of (i) June 30, 2012 and (ii) six months prior to the scheduled maturity of our 8⅞% senior subordinated notes, unless those senior subordinated notes have been refinanced or repurchased prior to such date. Our 8⅞% senior subordinated notes will be due in July 2011. A breach of any of the covenants contained in our bank credit facility could allow our lenders to declare all amounts outstanding under our bank credit facility to be immediately due and payable, and a breach of any of the covenants contained in the indenture covering our 8⅞% senior subordinated notes due 2011 could allow the holders of those notes to declare the notes immediately due and payable. If we are unable to pay our obligations to our senior secured lenders under the credit facility, they could proceed against any or all of the collateral securing our indebtedness to them. The collateral under our bank credit facility consists of substantially all of our existing assets. In addition, a breach of certain of these restrictions or covenants, or an acceleration by our senior secured lenders of our obligations to them, would cause a default under the notes. We may not have, or be able to obtain, sufficient funds to make accelerated payments, including payments on the notes, or to repay the notes in full after we pay our senior secured lenders to the extent of their collateral. See "Description of Other Indebtedness" and "Description of Exchange Notes."

Our substantial indebtedness could adversely affect our financial position and prevent us from fulfilling our obligations under the notes.

As of March 31, 2005, we had total indebtedness of $937.5 million, including $300.0 million of our 8⅞% senior subordinated notes due 2011 and $200.0 million of the original notes. On June 13, 2005, we borrowed $437.5 million under our new credit facility to retire all outstanding obligations under our previous credit facility. As of the date of this prospectus, we are permitted to borrow up to an additional $130.0 million under our new credit facility, taking into consideration the covenants under the credit agreement.

Our substantial indebtedness could have important consequences to you. For example, it could:

- impair our ability to meet one or more of the financial ratios contained in our debt agreements or to generate cash sufficient to pay interest or principal, including periodic principal amortization payments, which events could result in an acceleration of some or all of our outstanding debt as a result of cross-default provisions;
- increase our vulnerability to general adverse economic and industry conditions;
- limit our ability to borrow additional amounts for working capital, capital expenditures, acquisitions, debt service requirements, execution of our growth strategy or other purposes;
- require us to dedicate a substantial portion of our cash flow to pay principal and interest on our debt, which will reduce the funds available for working capital, capital expenditures, acquisitions and other general corporate purposes;
- limit our flexibility in planning for and reacting to changes in our business and our industry that could make us more vulnerable to adverse changes in general economic, industry and competitive conditions and adverse changes in government regulation; and
- place us at a disadvantage compared to our competitors that have less debt.

To service our indebtedness, we will require a significant amount of cash. Our ability to generate cash depends on many factors beyond our control.

Our ability to pay the principal of and interest on the notes, to service our other debt and to finance indebtedness when necessary depends on our financial and operating performance, each of which is subject to prevailing economic conditions and to financial, business, legislative and regulatory factors and other factors beyond our control.

We cannot assure you that we will generate sufficient cash flow from operations or that we will be able to obtain sufficient funding to satisfy all of our obligations, including the notes. If we are unable to pay our debts, we will be required to pursue one or more alternative strategies, such as selling assets, refinancing or restructuring our indebtedness or selling additional debt or equity securities. In addition, the ability to borrow funds under our bank credit facility in the future will depend on our meeting the financial covenants in the agreements governing this facility, including a minimum interest coverage test and a maximum leverage ratio test. We cannot assure you that our business will generate cash flow from operations or that future borrowings will be available to us under our bank credit facility, in an amount sufficient to enable us to pay our debt or to fund other liquidity needs. As a result, we may need to refinance all or a portion of our debt on or before maturity. However, we cannot assure you that any alternative strategies will be feasible at the time or prove adequate. Also, some alternative strategies will require the consent of our lenders before we engage in those strategies. See “Description of Exchange Notes” and “Description of Other Indebtedness.”

Federal and state statutes allow courts, under specific circumstances, to void guarantees, subordinate claims in respect of the notes and require holders to return payments received from guarantors.

Under federal bankruptcy law and comparable provisions of state fraudulent transfer laws, a guarantee could be voided, or claims in respect of the notes or a guarantee could be subordinated to all of our other debts or all other debts of a guarantor if, among other things, we or the guarantor was insolvent or rendered insolvent by reason of such incurrence, or we or the guarantor were engaged in a business or transaction for which our or the guarantors’ remaining assets constituted unreasonably small capital, or we or the guarantor intended to incur or believed that we or it would incur, debts beyond our or its ability to pay those debts as they mature. In addition, any payment by us or that guarantor in accordance with its guarantee could be voided and required to be returned to us or the guarantor, or to a fund for the benefit of our creditors or the creditors of the guarantors.

The measures of insolvency for purposes of these fraudulent transfer laws will vary depending upon the law applied in any proceeding to determine whether a fraudulent transfer has occurred. Generally, however, a guarantor would be considered insolvent if the sum of its debts, including contingent liabilities, were greater than the fair saleable value of all of its assets, or if the present fair saleable value of its assets were less than the amount that would be required to pay its probable liability on its existing debts, including contingent liabilities, as they become absolute and mature, or it could not pay its debts as they become due.

On the basis of historical financial information, recent operating history and other factors, we believe that we and each guarantor, after giving effect to its guarantee of the notes, will not be insolvent, will not have unreasonably small capital for the business in which we and they are engaged and will not have incurred debts beyond our or their ability to pay the debts as they mature. We cannot assure you, however, as to what standard a court would apply in making these determinations or that a court would agree with our conclusions.

Risks Related to the Exchange Offer

If you do not properly tender your original notes for exchange notes, you will continue to hold unregistered notes that are subject to transfer restrictions.

We will only issue exchange notes in exchange for original notes that are timely received by the exchange agent together with all required documents. Therefore, you should allow sufficient time to ensure timely delivery of the original notes and you should carefully follow the instructions on how to tender your original notes set forth under "The Exchange Offer — Procedures for Tendering Original Notes" and in the letter of transmittal that you will receive with this prospectus. Neither we nor the exchange agent are required to tell you of any defects or irregularities with respect to your tender of the original notes.

If you do not tender your original notes or if we do not accept your original notes because you did not tender your original notes properly, then you will continue to hold original notes that are subject to the existing transfer restrictions. In addition, if you tender your original notes for the purpose of participating in a distribution of the exchange notes, you will be required to comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale of the exchange notes. If you continue to hold any original notes after the exchange offer is completed, you may have difficulty selling them because of the restrictions on transfer and because there will be fewer original notes outstanding. In addition, if a large amount of original notes are not tendered or are tendered improperly, the limited amount of exchange notes that would be issued and outstanding after we complete the exchange offer could lower the market price of the exchange notes.

If an active trading market does not develop for the exchange notes, you may be unable to sell the exchange notes or to sell them at a price you deem sufficient.

The exchange notes will be new securities for which there is no established trading market. We do not intend to list the exchange notes on any national securities exchange or Nasdaq. We cannot give you any assurance as to:

- the liquidity of any trading market that may develop;
- the ability of holders to sell their exchange notes; or
- the price at which holders would be able to sell their exchange notes.

Even if a trading market develops, the exchange notes may trade at higher or lower prices than their principal amount or purchase price, depending on many factors, including:

- prevailing interest rates;
- the number of holders of the exchange notes;
- the interest of securities dealers in making a market for the exchange notes;

- the market for similar exchange notes; and
- our operating performance and financial condition.

Moreover, the market for non-investment grade debt has historically been subject to disruptions that have caused volatility in prices. It is possible that the market for the notes will be subject to disruptions. A disruption may have a negative effect on you as a holder of the notes, regardless of our prospects or performance.

Finally, if a large number of holders of original notes do not tender original notes or tender original notes improperly, the limited amount of exchange notes that would be issued and outstanding after we complete the exchange offer could adversely affect the development of a market for the exchange notes.

USE OF PROCEEDS

We will not receive any cash proceeds from the exchange offer. In consideration for issuing the exchange notes as contemplated in this prospectus, we will receive outstanding original notes in like principal amount, the terms of which are identical in all material respects to the exchange notes. The original notes surrendered in exchange for the exchange notes will be retired and cancelled and cannot be reissued. Accordingly, issuance of the exchange notes will not result in any increase in our indebtedness. We have agreed to bear the expenses of the exchange offer. No underwriter is being used in connection with the exchange offer.

We used the net proceeds from the sale of the original notes, which were approximately $195.5 million, to redeem a portion of our outstanding 6½% Convertible Preferred Securities, Remarketable Term Income Deferrable Equity Securities, or HIGH TIDES.

RATIO OF EARNINGS TO FIXED CHARGES

The following table shows our ratio of earnings to fixed charges for each of the years ended December 31, 2000, 2001, 2002, 2003 and 2004, and for the three months ended March 31, 2004 and 2005.

	Year Ended December 31,					Three Months Ended March 31,	
	2000	2001	2002	2003	2004	2004	2005
Ratio of earnings to fixed charges	0.90	(0.16) (1)	2.03	3.03	3.46	2.35	2.28

(1) In 2001, earnings were insufficient to cover fixed charges in the amount of $75,636,000.

We have calculated the ratio of earnings to fixed charges according to a formula the SEC requires us to use. The formula defines earnings generally as our pre-tax earnings from continuing operations, plus interest expense and defines fixed charges generally as interest expense and amortization of premiums, discounts and capitalized expenses related to indebtedness.

THE EXCHANGE OFFER

General

We are offering to exchange up to $200,000,000 in aggregate principal amount of exchange notes for the same aggregate principal amount of original notes, properly tendered before the expiration date and not withdrawn. We are making the exchange offer for all of the original notes. Your participation in the exchange offer is voluntary, and you should carefully consider whether to accept this offer.

On the date of this prospectus, $200,000,000 in aggregate principal amount of original notes are outstanding. Our obligations to accept original notes for exchange notes pursuant to the exchange offer are limited by the conditions listed below under "— Conditions to the Exchange Offer." We currently expect that each of the conditions will be satisfied and that no waivers will be necessary.

Purpose of the Exchange Offer

We issued and sold $200,000,000 in aggregate principal amount of the original notes on February 10, 2005 in a transaction exempt from the registration requirements of the Securities Act. The initial purchaser of the notes subsequently resold the original notes in reliance on Rule 144A and Regulation S under the Securities Act.

Because the sale of the original notes was exempt from registration under the Securities Act, a holder may reoffer, resell or otherwise transfer the original notes only if the original notes are registered under the Securities Act or if an applicable exemption from the registration and prospectus delivery requirements of the Securities Act is available.

In connection with the issuance and sale of the original notes, we entered into the registration rights agreement, pursuant to which we agreed, among other things, to (i) file a registration statement with the SEC by August 9, 2005, which is within 180 days after the issue date of the original notes, pertaining to an exchange offer to enable holders to exchange the original notes for publicly registered exchange notes with substantially identical terms, (ii) use our best efforts to cause the registration statement to become effective by October 28, 2005, which is within 260 days after the issue date of the original notes, and (iii) keep the registration statement effective for at least 30 days (or longer, if required by applicable law) after the date notice of the exchange offer is mailed to holders of original notes.

If there is a change in SEC policy that in the reasonable opinion of our counsel raises a substantial question as to whether the exchange offer is permitted by applicable federal law, we will seek a favorable decision from the staff of the SEC allowing us to consummate the exchange offer. In addition, there are circumstances under which we are required to file a shelf registration statement with respect to resales of the original notes. We have filed a copy of the registration rights agreement as an exhibit to the registration statement on Form S-4 with respect to the exchange notes offered by this prospectus.

We are making the exchange offer to satisfy our obligations under the registration rights agreement. Holders of original notes that do not tender their original notes or whose original notes are tendered but not accepted will have to rely on exemptions to registration requirements under the securities laws, including the Securities Act, if they wish to sell their original notes.

Each broker-dealer that receives exchange notes for its own account in exchange for original notes, where such original notes were acquired by such broker-dealer as a result of market-making activities or other trading activities, must acknowledge that it will deliver a prospectus in connection with any resale of such exchange notes. See "Plan of Distribution."

Resale of Exchange Notes

We have not requested, and do not intend to request, an interpretation by the staff of the SEC as to whether the exchange notes issued pursuant to the exchange offer in exchange for the original notes may be offered for sale, resold or otherwise transferred by any holder without compliance with the registration and prospectus delivery provisions of the Securities Act. Instead, based on an interpretation by the staff in a series of no-action letters issued to third parties, we believe that exchange notes issued pursuant to the exchange offer in exchange for original notes may be offered for sale, resold and otherwise transferred by any holder of exchange notes if:

- the holder is not our affiliate within the meaning of Rule 405 under the Securities Act;
- the holder is not a broker-dealer who purchases such exchange notes directly from us to resell pursuant to Rule 144A or any other available exception under the Securities Act;

- the exchange notes are acquired in the ordinary course of the holder's business; and
- the holder does not intend to participate in a distribution of the exchange notes.

Any holder who exchanges original notes in the exchange offer with the intention of participating in any manner in a distribution of the exchange notes must comply with the registration and prospectus delivery requirements of the Securities Act in connection with a secondary resale transaction.

Because the SEC has not considered our exchange offer in the context of a no-action letter, we cannot assure you that the staff would make a similar determination with respect to the exchange offer. Any holder that is an affiliate of ours or that tenders in the exchange offer for the purpose of participating in a distribution of the exchange notes will be deemed to have received restricted securities and will not be allowed to rely on this interpretation by the staff and must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction.

If you participate in the exchange offer, you must acknowledge, among other things, that you are not participating in, and do not intend to participate in, a distribution of exchange notes. If you are a broker-dealer that receives exchange notes for your own account in exchange for original notes, and you acquired your original notes as a result of your market-making activities or other trading activities, you must acknowledge that you will deliver a prospectus in connection with any resale of the exchange notes. Please refer to the section in this prospectus entitled "Plan of Distribution."

Terms of the Exchange Offer

Upon the terms and subject to the conditions set forth in this prospectus and in the letter of transmittal, we will accept for exchange any original notes properly tendered and not withdrawn before expiration of the exchange offer. The date of acceptance for exchange of the original notes and completion of the exchange offer, is the exchange date, which will be the first business day following the expiration date unless we extend the date as described in this prospectus. We will issue $1,000 principal amount of exchange notes in exchange for each $1,000 principal amount of the original notes surrendered under the exchange offer. The original notes may be tendered only in integral multiples of $1,000. The exchange notes will be delivered on the earliest practicable date following the exchange date.

The form and terms of the exchange notes will be substantially identical to the form and terms of the original notes, except the exchange notes:

- will be registered under the Securities Act; and
- will not bear legends restricting their transfer.

The exchange notes will evidence the same debt as the original notes. The exchange notes will be issued under and entitled to the benefits of the indenture that authorized the issuance of the original notes.

The exchange offer is not conditioned upon any minimum aggregate principal amount of original notes being tendered for exchange.

As of the date of this prospectus, $200,000,000 in aggregate principal amount of the original notes is outstanding. This prospectus and the letter of transmittal are being sent to all registered holders of original notes. There will be no fixed record date for determining registered holders of original notes entitled to participate in the exchange offer.

We intend to conduct the exchange offer in accordance with the applicable requirements of the Securities Act, the Exchange Act and the rules and regulations of the SEC. Original notes that are not exchanged in the exchange offer will remain outstanding and continue to accrue interest and will be entitled to the rights and benefits their holders have under the indenture relating to the original notes and the exchange notes. Holders of original notes do not have any appraisal or dissenters rights under the indenture or otherwise in connection with the exchange offer.

We will be deemed to have accepted for exchange properly tendered original notes when we have given oral or written notice of the acceptance to the exchange agent. The exchange agent will act as agent for the holders of original notes who surrender them in the exchange offer for the purposes of receiving the exchange notes from us and delivering the exchange notes to their holders. The exchange agent will make the exchange as promptly as practicable on or after the date of acceptance for exchange of the original notes. We expressly reserve the right to amend or terminate the exchange offer, and not to accept for exchange any original notes not previously accepted for exchange, upon the occurrence of any of the conditions specified below under "— Conditions to the Exchange Offer."

Holders who tender original notes in the exchange offer will not be required to pay brokerage commissions or fees or, subject to the instructions in the letter of transmittal, transfer taxes with respect to the exchange of original notes. We will pay all charges and expenses, other than applicable taxes described below, in connection with the exchange offer. It is important that you read "— Solicitation of Tenders; Fees and Expenses" and "— Transfer Taxes" below for more details regarding fees and expenses incurred in the exchange offer.

Expiration Date; Extension; Termination; Amendment

The exchange offer will expire at 5:00 p.m., New York City time, on , 2005, unless we have extended the period of time that the exchange offer is open. The expiration date will be at least 20 business days after the beginning of the exchange offer as required by Rule 14e-1(a) under the Exchange Act.

We reserve the right to extend the period of time that the exchange offer is open, and delay acceptance for exchange of any original notes, by giving oral or written notice to the exchange agent and by timely public announcement no later than 9:00 a.m., New York City time, on the next business day after the previously scheduled expiration date. During any extension, all original notes previously tendered will remain subject to the exchange offer unless properly withdrawn.

We also reserve the right to:

- end or amend the exchange offer and not to accept for exchange any original notes not previously accepted for exchange upon the occurrence of any of the events specified below under "— Conditions to the Exchange Offer" that have not been waived by us; and
- amend the terms of the exchange offer in any manner that, in our good faith judgment, is advantageous to you, whether before or after any tender of the original notes.

If any termination or amendment occurs, we will notify the exchange agent and will either issue a press release or give oral or written notice to you as promptly as practicable.

Procedures for Tendering Original Notes

We have forwarded to you, along with this prospectus, a letter of transmittal relating to the exchange offer. Because all of the original notes are held in book-entry accounts maintained by the exchange agent at The Depository Trust Company, Euroclear or Clearstream, a holder need not submit a letter of transmittal if the holder tenders original notes in accordance with the procedures mandated by The Depository Trust Company's Automated Tender Offer Program ("ATOP") or by Euroclear or Clearstream, as the case may be. To tender original notes without submitting a letter of transmittal, the electronic instructions sent to The Depository Trust Company, Euroclear or Clearstream and transmitted to the exchange agent must contain your acknowledgment of receipt of and your agreement to be bound by and to make all of the representations contained in the letter of transmittal. In all other cases, a letter of transmittal must be manually executed and delivered as described in this prospectus.

Only a holder of record of original notes may tender original notes in the exchange offer. To tender in the exchange offer, a holder must comply with the procedures of The Depository Trust Company, Euroclear or Clearstream, as applicable, and either:

- complete, sign and date the letter of transmittal, or a facsimile of the letter of transmittal, have the signature on the letter of transmittal guaranteed if the letter of transmittal so requires and deliver the letter of transmittal or facsimile to the exchange agent prior to the expiration date; or in lieu of delivering a letter of transmittal, instruct The Depository Trust Company, Euroclear or Clearstream, as the case may be, to transmit on behalf of the holder a computer-generated message to the exchange agent in which the holder of the original notes acknowledges and agrees to be bound by the terms of the letter of transmittal, which computer-generated message shall be received by the exchange agent prior to 5:00 p.m., New York City time, on the expiration date.

In addition, either:

- with respect to the original notes, the exchange agent must receive, before expiration of the exchange offer, timely confirmation of book-entry transfer of the original notes into the exchange agent's account at The Depository Trust Company, according to the procedure for book-entry transfer described below;
- with respect to the original notes, the exchange agent must receive, before the expiration date, timely confirmation from Euroclear or Clearstream that the securities account to which the original notes are credited has been blocked from and including the day on which the confirmation is delivered to the exchange agent and that no transfers will be effected in relation to such original notes at any time after such date; or
- the holder must comply with the guaranteed delivery procedures described below.

To be tendered effectively, the exchange agent must receive any physical delivery of the letter of transmittal and other required documents at the address set forth below under "— Exchange Agent" before expiration of the exchange offer. To receive confirmation of valid tender of original notes, a holder should contact the exchange agent at the telephone number listed under "— Exchange Agent."

The tender by a holder that is not withdrawn before expiration of the exchange offer will constitute an agreement between that holder and us in accordance with the terms and subject to the conditions set forth in this prospectus and in the letter of transmittal. Only a registered holder of original notes may tender the original notes in the exchange offer. If a holder completing a letter of transmittal tenders less than all of the original notes held by this holder, this tendering holder should fill in the applicable box of the letter transmittal. The amount of original notes delivered to the exchange agent will be deemed to have been tendered unless otherwise indicated.

If original notes, the letter of transmittal or any other required documents are physically delivered to the exchange agent, the method of delivery is at the holder's election and risk. Rather than mail these items, we recommend that holders use an overnight or hand delivery service. In all cases, holders should allow sufficient time to assure delivery to the exchange agent before expiration of the exchange offer. Holders should not send the letter of transmittal or original notes to us. Holders may request their respective brokers, dealers, commercial banks, trust companies or other nominees to effect the above transactions for them.

Any beneficial owner whose original notes are registered in the name of a broker, dealer, commercial bank, trust company or other nominee and who wishes to tender should contact the registered holder promptly and instruct it to tender on the owner's behalf. If the beneficial owner wishes to tender on its own behalf, it must, prior to completing and executing the letter of transmittal and delivering its original notes, either:

- make appropriate arrangements to register ownership of the original notes in the owner's name; or
- obtain a properly completed bond power from the registered holder of original notes.

The transfer of registered ownership may take considerable time and may not be completed prior to the expiration date.

If the applicable letter of transmittal is signed by the record holder(s) of the original notes tendered, the signature must correspond with the name(s) written on the face of the original note without alteration, enlargement or any change whatsoever. If the applicable letter of transmittal is signed by a participant in The Depository Trust Company, or Euroclear or Clearstream, as applicable, the signature must correspond with the name as it appears on the security position listing as the holder of the original notes.

A signature on a letter of transmittal or a notice of withdrawal must be guaranteed by an eligible guarantor institution. Eligible guarantor institutions include banks, brokers, dealers, municipal securities dealers, municipal securities brokers, government securities dealers, government securities brokers, credit unions, national securities exchanges, registered securities associations, clearing agencies and savings associations. The signature need not be guaranteed by an eligible guarantor institution if the original notes are tendered:

- by a registered holder who has not completed the box entitled “Special Issuance Instructions” or “Special Delivery Instructions” on the letter of transmittal; or
- for the account of an eligible institution.

If the letter of transmittal is signed by a person other than the registered holder of any original notes, the original notes must be endorsed or accompanied by a properly completed bond power. The bond power must be signed by the registered holder as the registered holder’s name appears on the original notes and an eligible institution must guarantee the signature on the bond power.

If the letter of transmittal or any original notes or bond powers are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, these persons should so indicate when signing. Unless we waive this requirement, they should also submit evidence satisfactory to us of their authority to deliver the letter of transmittal.

We will determine in our sole discretion all questions as to the validity, form, eligibility, including time of receipt, acceptance and withdrawal of tendered original notes. Our determination will be final and binding. We reserve the absolute right to reject any original notes not properly tendered or any original notes the acceptance of which would, in the opinion of our counsel, be unlawful. We also reserve the right to waive any defects, irregularities or conditions of tender as to particular original notes. Our interpretation of the terms and conditions of the exchange offer, including the instructions in the letter of transmittal, will be final and binding on all parties.

Unless waived, any defects or irregularities in connection with tenders of original notes must be cured within the time that we determine. Although we intend to notify holders of defects or irregularities with respect to tenders of original notes, neither we, the exchange agent nor any other person will incur any liability for failure to give notification. Tenders of original notes will not be deemed made until those defects or irregularities have been cured or waived. Any original notes received by the exchange agent that are not properly tendered and as to which the defects or irregularities have not been cured or waived will be returned by the exchange agent without cost to the tendering holder, unless otherwise provided in the letter of transmittal, as soon as practicable following the expiration date.

In all cases, we will issue exchange notes for original notes that we have accepted for exchange under the exchange offer only after the exchange agent timely receives:

- original notes or a timely book-entry confirmation that original notes have been transferred into the exchange agent’s account at The Depository Trust Company; and
- a properly completed and duly executed letter of transmittal and all other required documents or a properly transmitted agent’s message.

Holders should receive copies of the letter of transmittal with the prospectus. A holder may obtain additional copies of the letter of transmittal for the original notes from the exchange agent at its offices

listed under "— Exchange Agent." By signing the letter of transmittal, or causing The Depository Trust Company, Euroclear or Clearstream, as applicable, to transmit an agent's message to the exchange agent, each tendering holder of original notes will represent to us that, among other things:

- any exchange notes that the holder receives will be acquired in the ordinary course of its business;
- the holder has no arrangement or understanding with any person or entity to participate in the distribution of the exchange notes;
- if the holder is not a broker-dealer, that it is not engaged in and does not intend to engage in the distribution of the exchange notes;
- if the holder is a broker-dealer that will receive exchange notes for its own account in exchange for original notes that were acquired as a result of market-making activities or other trading activities, that it will deliver a prospectus, as required by law, in connection with any resale of those exchange notes (see "Plan of Distribution"); and
- the holder is not an "affiliate," as defined in Rule 405 of the Securities Act, of us or, if the holder is an affiliate, it will comply with any applicable registration and prospectus delivery requirements of the Securities Act.

The Depository Trust Company Book-Entry Transfer

The exchange agent has established an account with respect to the original notes at The Depository Trust Company for purposes of the exchange offer.

With respect to the original notes, the exchange agent and The Depository Trust Company have confirmed that any financial institution that is a participant in The Depository Trust Company may utilize The Depository Trust Company ATOP procedures to tender original notes.

With respect to the original notes, any participant in The Depository Trust Company may make book-entry delivery of original notes by causing The Depository Trust Company to transfer the original notes into the exchange agent's account in accordance with The Depository Trust Company's ATOP procedures for transfer.

However, the exchange for the original notes so tendered will be made only after a book-entry confirmation of such book-entry transfer of original notes into the exchange agent's account, and timely receipt by the exchange agent of an agent's message and any other documents required by the letter of transmittal. The term "agent's message" means a message, transmitted by The Depository Trust Company and received by the exchange agent and forming part of a book-entry confirmation, which states that The Depository Trust Company has received an express acknowledgment from a participant tendering original notes that are the subject of the book-entry confirmation that the participant has received and agrees to be bound by the terms of the letter of transmittal, and that we may enforce that agreement against the participant.

Euroclear and Clearstream Procedures for Blocking Instructions

The registered holder of the original notes on the records of Euroclear or Clearstream must instruct Euroclear or Clearstream to block the securities in the account in Euroclear or Clearstream to which such original notes are credited. In order for the exchange offer to be accepted, the exchange agent must have received, prior to the expiration date, a confirmation from Euroclear or Clearstream that the securities account of original notes tendered has been blocked from and including the day on which the confirmation is delivered to the exchange agent and that no transfers will be effected in relation to the original notes at any time after such date. Original notes should be blocked in accordance with the procedures of Euroclear or Clearstream, as the case may be. The exchange of the original notes so tendered will be made only after a timely receipt by the exchange agent of an agent's message and any other documents required by the letter of transmittal. The term "agent's message" means a message, transmitted by Euroclear or Clearstream and received by the exchange agent that states that Euroclear or Clearstream has received an

express acknowledgment from a participant tendering original notes that the participant has received and agrees to be bound by the terms of the letter of transmittal, and that we may enforce that agreement against the participant.

Guaranteed Delivery Procedures

Holders wishing to tender their original notes but whose original notes are not immediately available or who cannot deliver their original notes, the letter of transmittal or any other required documents to the exchange agent or cannot comply with the applicable procedures described above before expiration of the exchange offer may tender if:

- the tender is made through an eligible guarantor institution;
- before expiration of the exchange offer, the exchange agent receives from the eligible guarantor institution either a properly completed and duly executed notice of guaranteed delivery, by facsimile transmission, mail or hand delivery, or a properly transmitted agent's message and notice of guaranteed delivery (i) setting forth the name and address of the holder and the registered number(s) and the principal amount of original notes tendered, (ii) stating that the tender is being made by guaranteed delivery and (iii) guaranteeing that, within three New York Stock Exchange trading days after expiration of the exchange offer, the letter of transmittal, or facsimile thereof, together with the original notes or a book-entry transfer confirmation, and any other documents required by the letter of transmittal will be deposited by the eligible guarantor institution with the exchange agent; and
- the exchange agent receives the properly completed and executed letter of transmittal, or facsimile thereof, as well as all tendered original notes in proper form for transfer or a book-entry transfer confirmation, and all other documents required by the letter of transmittal, within three New York Stock Exchange trading days after expiration of the exchange offer.

Upon request to the exchange agent, a notice of guaranteed delivery will be sent to holders who wish to tender their original notes according to the guaranteed delivery procedures set forth above.

Withdrawal Rights

You may withdraw your tender of original notes at any time before 5:00 p.m., New York City time, on the expiration date. For a withdrawal to be effective, the exchange agent must receive a computer generated notice of withdrawal, transmitted by The Depository Trust Company, Euroclear or Clearstream on behalf of the holder in accordance with the standard operating procedure of The Depository Trust Company, or Euroclear or Clearstream, or a written notice of withdrawal, sent by facsimile transmission, receipt confirmed by telephone, or letter, before the expiration date. Any notice of withdrawal must:

- specify the name of the person that tendered the original notes to be withdrawn;
- identify the original notes to be withdrawn, including the certificate number or numbers and principal amount of such original notes;
- specify the principal amount of original notes to be withdrawn;
- include a statement that the holder is withdrawing its election to have the original notes exchanged;
- be signed by the holder in the same manner as the original signature on the letter of transmittal by which the original notes were tendered or as otherwise described above, including any required signature guarantees, or be accompanied by documents of transfer sufficient to have the trustee under the indentures register the transfer of the original notes into the name of the person withdrawing the tender; and
- specify the name in which any of the original notes are to be registered, if different from that of the person that tendered the original notes.

The exchange agent will return the properly withdrawn original notes promptly following receipt of notice of withdrawal. If original notes have been tendered pursuant to the procedure for book-entry transfer, any notice of withdrawal must specify the name and number of the account at The Depository Trust Company, Euroclear or Clearstream, as applicable, to be credited with the withdrawn original notes or otherwise comply with The Depository Trust Company's procedures.

Any original notes withdrawn will not have been validly tendered for exchange for purposes of the exchange offer. Any original notes that have been tendered for exchange but which are not exchanged for any reason will be returned to the holder without cost to the holder as soon as practicable after withdrawal, rejection of tender or termination of the exchange offer. In the case of original notes tendered by book-entry transfer into the exchange agent's account at The Depository Trust Company pursuant to its book-entry transfer procedures, the original notes will be credited to an account with The Depository Trust Company specified by the holder, as soon as practicable after withdrawal, rejection of tender or termination of the exchange offer. Properly withdrawn original notes may be re-tendered by following one of the procedures described under "— Procedures for Tendering Original Notes" above at any time on or before the expiration date.

Acceptance of Original Notes for Exchange; Delivery of Exchange Notes

Upon satisfaction or waiver of all of the conditions to the exchange offer, we will accept, promptly after the exchange date, all original notes properly tendered and will issue the exchange notes promptly after the acceptance. Please refer to the section in this prospectus entitled "— Conditions to the Exchange Offer" below. For purposes of the exchange offer, we will be deemed to have accepted properly tendered original notes for exchange when we give notice of acceptance to the exchange agent.

For each original note accepted for exchange, the holder of the original note will receive an exchange note having a principal amount at maturity equal to that of the surrendered original note.

In all cases, we will issue exchange notes for original notes that are accepted for exchange pursuant to the exchange offer only after the exchange agent timely receives certificates for the original notes or a book-entry confirmation of the original notes into the exchange agent's account at The Depository Trust Company, a properly completed and duly executed letter of transmittal and all other required documents.

Conditions to the Exchange Offer

We will not be required to accept for exchange, or to issue exchange notes in exchange for, any original notes and may terminate or amend the exchange offer, by notice to the exchange agent or by a timely press release, at any time before accepting any of the original notes for exchange, if, in our reasonable judgment:

- the exchange notes to be received will not be tradeable by the holder without restriction under the Securities Act, the Exchange Act and without material restrictions under the blue sky or securities laws of substantially all of the states of the United States;
- the exchange offer, or the making of any exchange by a holder of original notes, would violate applicable law or any applicable interpretation of the staff of the SEC; and/or
- any action or proceeding has been instituted or threatened in any court or by or before any governmental agency or regulatory authority with respect to the exchange offer that, in our judgment, would reasonably be expected to impair our ability to proceed with the exchange offer.

In addition, we will not be obligated to accept for exchange the original notes of any holder that has not made to us:

- the representations described under "— Resale of Exchange Notes," "— Procedures for Tendering Original Notes" and "Plan of Distribution;" and

- such other representations as may be reasonably necessary under applicable SEC rules, regulations or interpretations to make available an appropriate form for registration of the exchange notes under the Securities Act.

We expressly reserve the right, at any time or at various times, to extend the period of time during which the exchange offer is open. Consequently, we may delay acceptance of any original notes by giving oral or written notice of such extension to their holders. During any such extensions, all original notes previously tendered will remain subject to the exchange offer, and we may accept them for exchange. We will return any original notes that we do not accept for exchange for any reason without expense to their tendering holders as promptly as practicable after the expiration or termination of the exchange offer.

In addition, we expressly reserve the right to amend or terminate the exchange offer and to reject for exchange any original notes not previously accepted for exchange, upon the occurrence of any of the conditions of the exchange offer specified above. We expressly reserve the right, at any time or at various times, to waive any of the conditions of the exchange offer, in whole or in part. We will give oral or written notice of any extension, amendment, non-acceptance, termination or waiver to the holders of the original notes as promptly as practicable. In the case of any extension, such notice will be issued no later than 9:00 a.m., New York City time, on the business day after the previously scheduled expiration date.

These conditions are for our sole benefit, and we may assert them regardless of the circumstances that may give rise to them or waive them in whole or in part at any or at various times in our sole discretion. If we fail at any time to exercise any of the foregoing rights, this failure will not constitute a waiver of such right. Each such right will be deemed an ongoing right that we may assert at any time or at various times.

In addition, we will not accept for exchange any original notes tendered, and will not issue exchange notes in exchange for any such original notes, if at such time any stop order will be threatened or in effect with respect to the registration statement of which this prospectus constitutes a part or the qualification of any of the indentures under the Trust Indenture Act of 1939.

The exchange offer is not conditioned upon any minimum principal amount of original notes being tendered for exchange.

Exchange Agent

We have appointed The Bank of New York as the exchange agent for the exchange offer. You should direct questions and requests for assistance, requests for additional copies of this prospectus or of the letter for transmittal and requests for the notice of guaranteed delivery, as well as all executed letters of transmittal to the exchange agent at the addresses listed below:

By Hand or Overnight Delivery:

The Bank of New York
Corporate Trust Operations
Reorganization Unit
101 Barclay Street — 7 East
New York, N.Y. 10286
Attn: Mr. David A. Maeur

By Registered or Certified Mail:

The Bank of New York
Corporate Trust Operations
Reorganization Unit
101 Barclay Street — 7 East
New York, N.Y. 10286
Attn: Mr. David A. Maeur

By Facsimile Transmission:
(212) 298-1915

To Confirm by Telephone or for Information:
(212) 815-3687

DELIVERY TO AN ADDRESS OTHER THAN AS LISTED ABOVE, OR TRANSMISSIONS OF INSTRUCTIONS TO A FACSIMILE NUMBER OTHER THAN AS LISTED ABOVE, WILL NOT CONSTITUTE A VALID DELIVERY.

Solicitation of Tenders; Fees and Expenses

We have not retained any dealer-manager in connection with the exchange offer and will not make any payments to brokers, dealers or others soliciting acceptances of the exchange offer. However, we will pay the exchange agent reasonable and customary fees for its services and will reimburse it for its reasonable out-of-pocket expenses in connection with the exchange offer.

We will pay the estimated cash expenses to be incurred in connection with the exchange offer, including the following:

- fees and expenses of the exchange agent and trustee;
- SEC registration fees;
- accounting and legal fees; and
- printing and mailing expenses.

Transfer Taxes

We will pay all transfer taxes, if any, applicable to the exchange of original notes under the exchange offer. The tendering holder, however, will be required to pay any transfer taxes, whether imposed on the registered holder or any other person, if:

- certificates representing original notes for principal amounts not tendered or accepted for exchange are to be delivered to, or are to be issued in the name of, any person other than the registered holder of original notes tendered;
- exchange notes are to be delivered to, or issued in the name of, any person other than the registered holder of the original notes;
- tendered original notes are registered in the name of any person other than the person signing the letter of transmittal; or
- a transfer tax is imposed for any reason other than the exchange of original notes under the exchange offer.

If satisfactory evidence of payment of transfer taxes is not submitted with the letter of transmittal, the amount of any transfer taxes will be billed to the tendering holder.

Accounting Treatment

We will record the exchange notes at the same carrying value of the original notes reflected in our accounting records on the date the exchange offer is completed. Accordingly, we will not recognize any gain or loss for accounting purposes upon the exchange of exchange notes for original notes. We will amortize the expenses incurred in connection with the issuance of the exchange notes over the term of the exchange notes.

Consequences of Failure to Exchange

If you do not exchange your original notes for exchange notes pursuant to the exchange offer, you will continue to be subject to the restrictions on transfer of the original notes as described in the legend on the notes. In general, the original notes may be offered or sold only if registered under the Securities Act, except pursuant to an exemption from, or in a transaction not subject to, the Securities Act and applicable state securities laws. We do not currently anticipate that we will register the original notes under the Securities Act, except as may be required in the circumstances described under "Description of Exchange Notes — Registration Rights; Additional Interest."

Your participation in the exchange offer is voluntary, and you should carefully consider whether to participate. We urge you to consult your financial and tax advisors in making a decision whether or not to tender your original notes. Please refer to the section in this prospectus entitled "Material United States Federal Income Tax Consequences."

As a result of the making of, and upon acceptance for exchange of all validly tendered original notes pursuant to the terms of, the exchange offer, we will have fulfilled a covenant contained in the registration rights agreement. If you do not tender your original notes in the exchange offer, you will be entitled to all the rights and limitations applicable to the original notes under the indenture, except for any rights under the registration rights agreement that by their terms end or cease to have further effectiveness as a result of the making of the exchange offer. To the extent that original notes are tendered and accepted in the exchange offer, the trading market for untendered, or tendered but unaccepted, original notes could be adversely affected. Please refer to the section in this prospectus entitled "Risk Factors — Risks Related to the Exchange Offer — If you do not properly tender your original notes for exchange notes, you will continue to hold unregistered notes which are subject to transfer restrictions."

We may in the future seek to acquire untendered original notes in open market or privately negotiated transactions, through subsequent exchange offers or otherwise. However, we have no present plans to acquire any original notes that are not tendered in the exchange offer or to file a registration statement to permit resales of any untendered original notes.

Holders of the original notes and exchange notes which remain outstanding after consummation of the exchange offer will vote together as a single class for purposes of determining whether holders of the requisite percentage thereof have taken certain actions or exercised certain rights under the indenture governing the original notes and the exchange notes.

DESCRIPTION OF EXCHANGE NOTES

You can find the definitions of certain terms used in this description under the subheading "— Certain Definitions." In this description, the word "Radio One" refers only to Radio One, Inc. and not to any of its subsidiaries.

The terms of the exchange notes are the same in all material respects as the terms of the original notes, except that the exchange notes will be registered under the Securities Act and, therefore, the transfer restrictions applicable to the original notes will not be applicable to the exchange notes and the exchange notes will not bear any legends restricting their transfer. The exchange notes will evidence the same debt as the original notes and both the original notes and the exchange notes will be governed by the same indenture. The original notes and the exchange notes will be treated as a single class of notes should any original notes remain outstanding following the exchange offer.

The exchange notes will be issued, and the original notes were issued, under one indenture among Radio One, the Guarantors and The Bank of New York, as trustee. The terms of the notes include those stated in the indenture and those made part of the indenture by reference to the Trust Indenture Act of 1939, as amended (the "TIA").

The following description is a summary of the material provisions of the Indenture and the registration rights agreement. It does not restate those agreements in their entirety. We urge you to read

the Indenture and the registration rights agreement because they, and not this description, define your rights as Holders of the Notes. Copies of the Indenture and the registration rights agreement are available as set forth below under "— Additional Information." Certain defined terms used in this description but not defined below under "— Certain Definitions" have the meanings assigned to them in the Indenture. References in this description to Notes include the original notes, exchange notes issued therefore, and Additional Notes.

The registered Holder of a Note will be treated as the owner of it for all purposes. Only registered Holders will have rights under the Indenture.

Brief Description of the Notes and the Guarantees

The Notes

The Notes:

- are general unsecured obligations of Radio One;
- are subordinated in right of payment to all existing and future Senior Debt of Radio One;
- are pari passu in right of payment to Radio One's existing 8 7/8% senior subordinated notes due 2011;
- are pari passu in right of payment to any future senior subordinated Indebtedness of Radio One;
- are fully and unconditionally guaranteed by the Guarantors;
- accrue interest at a rate of 6 3/8% which is payable semi-annually; and
- mature on February 15, 2013.

The Guarantees

The Notes are fully and unconditionally guaranteed on a joint and several basis by each of Radio One's Restricted Subsidiaries (as described below).

Each guarantee of the Notes is:

- a general unsecured obligation of the Guarantor;
- subordinated in right of payment to all existing and future Senior Debt of that Guarantor;
- pari passu in right of payment to the Guarantees with respect to Radio One's existing 8 7/8% senior subordinated notes due 2011; and
- pari passu in right of payment to any future senior subordinated Indebtedness of that Guarantor.

As indicated above and as discussed in detail below under the caption "— Subordination," payments on the Notes and under these guarantees will be subordinated to the payment of Senior Debt. The Indenture permits us and the Guarantors to incur additional Senior Debt.

As of the date of this prospectus, all of our subsidiaries, except Home Plate Suites, LLC and Radio One Cable Holdings, Inc., are "Restricted Subsidiaries." However, under the circumstances described below under the subheading "— Certain Covenants — Designation of Restricted and Unrestricted Subsidiaries," we will be permitted to designate certain of our subsidiaries as "Unrestricted Subsidiaries." Our Unrestricted Subsidiaries will not be subject to many of the restrictive covenants in the Indenture. Our Unrestricted Subsidiaries will not guarantee the Notes.

Principal, Maturity and Interest

Radio One issued the original notes initially with an aggregate principal amount of $200.0 million. Radio One may issue Additional Notes from time to time. Any offering of Additional Notes is subject to the covenant described below under the caption "— Certain Covenants — Incurrence of Indebtedness and

Issuance of Preferred Stock." The original notes, the exchange notes and any Additional Notes subsequently issued under the Indenture will be treated as a single class for all purposes under the Indenture, including, without limitation, waivers, amendments, redemptions and offers to purchase. Radio One will issue Notes in denominations of $1,000 and integral multiples of $1,000. The Notes will mature on February 15, 2013.

Interest on the Notes will accrue at the rate of 6³/₈% per annum and will be payable in U.S. Dollars semi-annually in arrears on February 15 and August 15, commencing on August 15, 2005. Radio One will make each interest payment to the Holders of record on the immediately preceding February 1 and August 1.

Interest on the Notes will accrue from the date of original issuance or, if interest has already been paid, from the date it was most recently paid. Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months.

Methods of Receiving Payments on the Notes

If a Holder has given wire transfer instructions to Radio One, Radio One will make all principal, interest and premium payments and additional interest payments, if any, on that Holder's Notes in accordance with those instructions. All other payments on the Notes will be made at the office or agency of the paying agent and registrar within the City and State of New York unless Radio One elects to make interest payments by check mailed to the Holders at their address set forth in the register of Holders.

Paying Agent and Registrar for the Notes

The trustee will initially act as paying agent and registrar. Radio One may change the paying agent or registrar without prior notice to the Holders of the Notes, and Radio One or any of its Subsidiaries may act as paying agent or registrar.

Transfer and Exchange

A Holder may transfer or exchange Notes in accordance with the Indenture. The registrar and the trustee may require a Holder to furnish appropriate endorsements and transfer documents in connection with a transfer of Notes. Holders will be required to pay all taxes due on transfer. Radio One is not required to transfer or exchange any Note selected for redemption. Also, Radio One is not required to transfer or exchange any Note for a period of 15 days before a selection of Notes is to be redeemed.

Subsidiary Guarantees

The Notes will be guaranteed by each of Radio One's current and future domestic Subsidiaries that are Restricted Subsidiaries. These Subsidiary Guarantees will be joint and several obligations of the Guarantors. Each Subsidiary Guarantee will be subordinated to the prior payment in full of all Senior Debt of that Guarantor and guarantees of that Guarantor of Radio One's Senior Debt. The obligations of each Guarantor under its Subsidiary Guarantee will be limited as necessary to prevent that Subsidiary Guarantee from constituting a fraudulent conveyance under applicable law. See "Risk Factors — Risks Related to the Notes."

A Guarantor may not sell or otherwise dispose of all or substantially all of its assets, or consolidate with or merge with or into (whether or not such Guarantor is the surviving Person), another Person, other than Radio One or another Guarantor, unless:

(1) immediately after giving effect to that transaction, no Default or Event of Default exists; and

(2) either:

(a) the Person acquiring the property in any such sale or disposition or the Person formed by or surviving any such consolidation or merger (if other than such Guarantor) assumes all the

obligations of that Guarantor under the Indenture, its Subsidiary Guarantee and the registration rights agreement pursuant to a supplemental Indenture satisfactory to the trustee; or

(b) the Net Proceeds of such sale or other disposition are applied in accordance with the applicable provisions of the Indenture.

The Subsidiary Guarantee of a Guarantor will be released:

(1) in connection with any sale or other disposition of all or substantially all of the assets of that Guarantor (including by way of merger or consolidation) to a Person that is not (either before or after giving effect to such transaction) a Subsidiary of Radio One, if the sale or other disposition complies with the "Asset Sale" provisions of the Indenture;

(2) in connection with any sale of all of the Capital Stock of a Guarantor to a Person that is not (either before or after giving effect to such transaction) a Subsidiary of Radio One, if the sale complies with the "Asset Sale" provisions of the Indenture;

(3) if Radio One designates any Restricted Subsidiary that is a Guarantor as an Unrestricted Subsidiary in accordance with the applicable provisions of the Indenture; in connection with any transaction whereby a Guarantor is no longer a Restricted Subsidiary immediately after giving effect to such transaction if the transaction complies with the "Asset Sale Provisions" of the Indenture; or

(4) upon the discharge or release of all guarantees of such Guarantor, and all pledges of property or assets of such Guarantor securing all other Indebtedness of Radio One and its Restricted Subsidiaries.

See "— Repurchase at the Option of Holders — Asset Sales."

Subordination

The payment of principal, interest and premium and additional interest, if any, on the Notes will be subordinated to the prior payment in full of all Senior Debt of Radio One, including Senior Debt incurred after the date of the Indenture.

The holders of Senior Debt will be entitled to receive payment in full of all Obligations due in respect of Senior Debt (including interest after the commencement of any bankruptcy proceeding at the rate specified in the applicable Senior Debt whether or not a claim for such interest would be allowed in such proceeding) before the Holders of Notes will be entitled to receive any payment or distribution of any kind or character with respect to the Notes or on account of any purchase or redemption or other acquisition on any Note (except that Holders of Notes may receive and retain Permitted Junior Securities and payments made from the trust described under "— Legal Defeasance and Covenant Defeasance" so long as, on the date or dates the respective amounts were paid into trust, such payments were made without violating the subordination provisions described herein), in the event of any distribution to creditors of Radio One or any Guarantor:

(1) in a liquidation or dissolution of Radio One or such Guarantor;

(2) in a bankruptcy, reorganization, insolvency, receivership or similar proceeding relating to Radio One or such Guarantor or its property;

(3) in an assignment for the benefit of creditors of Radio One or such Guarantor; or

(4) in any marshaling of Radio One's or such Guarantor's assets and liabilities.

Neither Radio One nor any Guarantor may make any payment or distribution of any kind or character in respect of the Notes or on account of any purchase or redemption or other acquisition of any Note (except in Permitted Junior Securities or from the trust described under "— Legal Defeasance and

Covenant Defeasance" so long as, on the date or dates the respective amounts were paid into trust, such payments were made without violating the subordination provisions described herein) if:

(5) a default in the payment of the principal of, or premium, if any, or interest on, or any fees or other amounts relating to Designated Senior Debt occurs and is continuing beyond any applicable grace period; or

(6) any other default occurs and is continuing on any series of Designated Senior Debt that permits holders of that series of Designated Senior Debt to accelerate its maturity and the trustee receives a notice of such default (a "Payment Blockage Notice") from Radio One or the holders of any Designated Senior Debt.

Payments on the Notes (including any missed payments) may and will be resumed:

(1) in the case of a payment default, upon the date on which such default is cured or waived; and

(2) in the case of a nonpayment default, upon the earlier of (i) the date on which such nonpayment default is cured or waived, (ii) 179 days after the date on which the applicable Payment Blockage Notice is received, or (iii) the date on which the trustee receives notice from or on behalf of the holders of Designated Senior Debt to terminate the applicable Payment Blockage Notice, unless the maturity of any Designated Senior Debt has been accelerated.

No new Payment Blockage Notice may be delivered unless and until 360 days have elapsed since the delivery of the immediately prior Payment Blockage Notice.

No nonpayment default that existed or was continuing on the date of delivery of any Payment Blockage Notice to the trustee will be, or be made, the basis for a subsequent Payment Blockage Notice unless such default has been cured or waived for a period of not less than 90 consecutive days.

If the trustee or any Holder of the Notes receives a payment in respect of the Notes (except in Permitted Junior Securities or from the trust described under "— Legal Defeasance and Covenant Defeasance" so long as, on the date or dates the respective amounts were paid into trust, such payments were made without violating the subordination provisions described herein) when the payment is prohibited by these subordination provisions, the trustee or Holder, as the case may be, will hold the payment in trust for the benefit of the holders of Senior Debt. Upon the proper written request of the holders of Senior Debt, the trustee or the Holder, as the case may be, will deliver the amounts in trust to the holders of Senior Debt or their proper representative.

Radio One must promptly notify holders of Senior Debt if payment of the Notes is accelerated because of an Event of Default; provided that any failure to give such notice shall have no effect whatsoever on the subordination provision described herein.

As a result of the subordination provisions described above, in the event of a bankruptcy, liquidation or reorganization of Radio One or any Guarantor, Holders of Notes may recover less ratably than creditors of Radio One or such Guarantor who are holders of Senior Debt. See "Risk Factors — Risks Related to the Notes."

Optional Redemption

At any time prior to February 15, 2008, Radio One may on any one or more occasions redeem up to 35% of the aggregate principal amount of Notes issued under the Indenture at a redemption price of 106.375% of the principal amount thereof, plus accrued and unpaid interest and additional interest, if any, to the redemption date, with the net cash proceeds of one or more Equity Offerings; provided that:

(1) at least 65% of the aggregate principal amount of Notes issued under the Indenture remains outstanding immediately after the occurrence of such redemption (excluding Notes held by Radio One and its Subsidiaries); and

(2) the redemption occurs within 180 days of the date of the closing of such Equity Offering.

Except pursuant to the preceding paragraph, the Notes will not be redeemable at Radio One's option prior to February 15, 2009.

On or after February 15, 2009, Radio One may redeem all or a part of the Notes upon not less than 30 nor more than 60 days' notice, at the redemption prices (expressed as percentages of principal amount) set forth below plus accrued and unpaid interest and additional interest, if any, on the Notes redeemed, to the applicable redemption date, if redeemed during the twelve-month period beginning on February 15 of the years indicated below:

Year	Percentage
2009	103.188%
2010	101.594%
2011 and thereafter	100.000%

Mandatory Redemption

Radio One is not required to make mandatory redemption or sinking fund payments with respect to the Notes.

Repurchase at the Option of Holders

Change of Control

If a Change of Control occurs, each Holder of Notes will have the right to require Radio One to repurchase all or any part (equal to $1,000 or an integral multiple of $1,000) of that Holder's Notes at a price in cash equal to 101% of the aggregate principal amount of Notes repurchased plus accrued and unpaid interest and additional interest, if any, on the Notes repurchased, to the date of purchase (the "Change of Control Payment"). Within 10 days following any Change of Control, Radio One will mail a notice to each Holder describing the transaction or transactions that constitute the Change of Control and offering to repurchase Notes on the date specified in the notice (the "Change of Control Payment Date"), which date will be no earlier than 30 days and no later than 60 days from the date such notice is mailed, pursuant to the procedures required by the Indenture and described in such notice. Radio One will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of the Notes as a result of a Change of Control. To the extent that the provisions of any securities laws or regulations conflict with the Change of Control provisions of the Indenture, Radio One will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the Change of Control provisions of the Indenture by virtue of such compliance.

On the Change of Control Payment Date, Radio One will, to the extent lawful:

(1) accept for payment all Notes or portions of Notes properly tendered pursuant to the Change of Control Offer;

(2) deposit with the paying agent an amount equal to the Change of Control Payment in respect of all Notes or portions of Notes properly tendered; and

(3) deliver or cause to be delivered to the trustee the Notes properly accepted together with an officers' certificate stating the aggregate principal amount of Notes or portions of Notes being purchased by Radio One.

The paying agent will promptly mail to each Holder of Notes properly tendered the Change of Control Payment for such Notes, and the trustee will promptly authenticate and mail (or cause to be transferred by book entry) to each Holder a new note equal in principal amount to any unpurchased portion of the Notes surrendered, if any; provided that each new note will be in a principal amount of $1,000 or an integral multiple of $1,000.

Prior to complying with any of the provisions of this "Change of Control" covenant, but in any event within 90 days following a Change of Control, Radio One will either repay all outstanding Senior Debt or obtain the requisite consents, if any, under all agreements governing outstanding Senior Debt to permit the repurchase of Notes required by this covenant. Radio One will publicly announce the results of the Change of Control Offer on or as soon as practicable after the Change of Control Payment Date.

The provisions described above that require Radio One to make a Change of Control Offer following a Change of Control will be applicable whether or not any other provisions of the Indenture are applicable. Except as described above with respect to a Change of Control, the Indenture does not contain provisions that permit the Holders of the Notes to require that Radio One repurchase or redeem the Notes in the event of a takeover, recapitalization or similar transaction not covered by the definition of Change of Control.

Radio One will not be required to make a Change of Control Offer upon a Change of Control if a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in the Indenture applicable to a Change of Control Offer made by Radio One and purchases all Notes properly tendered and not withdrawn under the Change of Control Offer.

The definition of Change of Control includes a phrase relating to the direct or indirect sale, lease, transfer, conveyance or other disposition of "all or substantially all" of the properties or assets of Radio One and its Subsidiaries taken as a whole. Although there is a limited body of case law interpreting the phrase "substantially all," there is no precise established definition of the phrase under applicable law. Accordingly, the ability of a Holder of Notes to require Radio One to repurchase its Notes as a result of a sale, lease, transfer, conveyance or other disposition of less than all of the assets of Radio One and its Subsidiaries taken as a whole to another Person or group may be uncertain.

Asset Sales

(A) Radio One will not, and will not permit any of its Restricted Subsidiaries to, consummate an Asset Sale unless:

(1) Radio One (or the Restricted Subsidiary, as the case may be) receives consideration at the time of the Asset Sale at least equal to the fair market value of the assets or Equity Interests issued or sold or otherwise disposed of;

(2) the fair market value is determined by Radio One's Board of Directors and evidenced by a resolution of the Board of Directors set forth in an officers' certificate delivered to the trustee; and

(3) at least 75% of the consideration received in the Asset Sale by Radio One or such Restricted Subsidiary is in the form of cash or Cash Equivalents except to the extent Radio One is undertaking a Permitted Asset Swap. For purposes of this provision and the next paragraph, each of the following will be deemed to be cash:

(a) any liabilities, as shown on Radio One's or such Restricted Subsidiary's most recent balance sheet, of Radio One or any Restricted Subsidiary (other than contingent liabilities and liabilities that are by their terms subordinated to the Notes or any Subsidiary Guarantee) that are assumed by the transferee of any such assets pursuant to a customary novation agreement that releases Radio One or such Restricted Subsidiary from further liability; and

(b) any securities, notes or other obligations received by Radio One or any such Restricted Subsidiary from such transferee that are converted by Radio One or such Restricted Subsidiary within 90 days after the date of the applicable Asset Sale into cash or Cash Equivalents, to the extent of the cash or Cash Equivalents received in that conversion.

The 75% limitation referred to in clause (3) above will not apply to any Asset Sale in which the cash or Cash Equivalents portion of the consideration received therefrom, determined in accordance with the preceding provision, is equal to or greater than what the after-tax proceeds would have been had such Asset Sale complied with the aforementioned 75% limitation.

Notwithstanding the foregoing, Radio One or any Restricted Subsidiary will be permitted to consummate an Asset Sale without complying with the foregoing if:

(x) Radio One or such Restricted Subsidiary receives consideration at the time of such Asset Sale at least equal to the fair market value of the assets or other property sold, issued or otherwise disposed of;

(y) the fair market value is determined by Radio One's Board of Directors and evidenced by a resolution of the Board of Directors set forth in an officers' certificate delivered to the trustee; and

(z) at least 75% of the consideration for such Asset Sale constitutes a controlling interest in a Permitted Business, assets used or useful in a Permitted Business and/or cash; provided that any cash (other than any amount deemed cash under clause (3)(a) of the preceding paragraph) received by Radio One or such Restricted Subsidiary in connection with any Asset Sale permitted to be consummated under this paragraph shall constitute Net Proceeds subject to the provisions of the next paragraph.

(B) Within 360 days after the receipt of any Net Proceeds from an Asset Sale by Radio One or a Restricted Subsidiary of Radio One, provided that (i) such Net Proceeds either singularly or when aggregated with all other Net Proceeds from all Asset Sales consummated since the date of the Indenture exceed $10.0 million; and (ii) the Leverage Ratio as of the end of the fiscal quarter immediately prior to the date on which such application of such Net Proceeds would otherwise be required is greater than 6.00 to 1.00, and then only to the extent necessary to reduce the Leverage Ratio to 6.00 to 1.00, Radio One or such Restricted Subsidiary may apply those Net Proceeds at its option:

(1) to repay Senior Debt and, if the Senior Debt repaid is revolving credit Indebtedness, to correspondingly reduce commitments with respect thereto;

(2) to acquire all or substantially all of the assets of, or a majority of the Voting Stock of, another Permitted Business;

(3) to make capital expenditures; or

(4) to acquire other assets that are used or useful in a Permitted Business.

Pending the final application of any Net Proceeds, Radio One may temporarily reduce revolving credit borrowings of Radio One or its Restricted Subsidiaries or otherwise invest the Net Proceeds in any manner that is not prohibited by the Indenture.

Any Net Proceeds from Asset Sales that are not applied or invested as provided in the preceding paragraph will constitute "Excess Proceeds." When the aggregate amount of Excess Proceeds exceeds $10.0 million, Radio One will be required to make an offer (the "Asset Sale Offer") to all Holders of Notes and all holders of other Indebtedness of Radio One that is pari passu with the Notes containing provisions similar to those set forth in the Indenture with respect to offers to purchase or redeem with the proceeds of sales of assets, to purchase the maximum principal amount of Notes and such other pari passu Indebtedness that may be purchased out of the Excess Proceeds. The offer price in any Asset Sale Offer will be equal to 100% of principal amount plus accrued and unpaid interest and additional interest, if any, to the date of purchase, and will be payable in cash. If any Excess Proceeds remain after consummation of an Asset Sale Offer, Radio One may use those Excess Proceeds for any purpose not otherwise prohibited by the Indenture. If the aggregate principal amount of Notes and other pari passu Indebtedness tendered into such Asset Sale Offer exceeds the amount of Excess Proceeds, the trustee will select the Notes and such other pari passu Indebtedness to be purchased on a pro rata basis. Upon completion of each Asset Sale Offer, the amount of Excess Proceeds will be reset at zero.

(C) Radio One will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with each repurchase of Notes pursuant to an Asset Sale Offer. To the extent that the provisions of any securities laws or regulations conflict with the Asset Sale provisions of the Indenture,

Radio One will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the Asset Sale provisions of the Indenture by virtue of such compliance.

The agreements governing Radio One's outstanding Senior Debt currently prohibit Radio One from purchasing any Notes, and also provides that certain change of control or asset sale events with respect to Radio One would constitute a default under these agreements. Any future credit agreements or other agreements relating to Senior Debt to which Radio One becomes a party may contain similar restrictions and provisions. In addition, the indenture governing Radio One's 8⁷/₈% senior subordinated notes due 2011 require Radio One to repurchase those notes at the option of the holders of those notes upon the occurrence of certain change of control or asset sale events. In the event a Change of Control or Asset Sale occurs at a time when Radio One is prohibited from purchasing Notes, Radio One could seek the consent of its senior lenders to the purchase of Notes or could attempt to refinance the borrowings that contain such prohibition. If Radio One does not obtain such a consent or repay such borrowings, Radio One will remain prohibited from purchasing Notes. In such case, Radio One's failure to purchase tendered Notes would constitute an Event of Default under the Indenture which would, in turn, constitute a default under such Senior Debt. In such circumstances, the subordination provisions in the Indenture would likely restrict payments to the Holders of Notes.

Selection and Notice

If less than all of the Notes are to be redeemed at any time, the trustee will select notes for redemption as follows:

(1) if the Notes are listed on any national securities exchange, in compliance with the requirements of the principal national securities exchange, on which the Notes are listed; or

(2) if the Notes are not listed on any national securities exchange, on a pro rata basis, by lot or by such method as the trustee deems fair and appropriate.

No Notes of $1,000 principal amount or less may be redeemed in part. Notices of redemption will be mailed by first class mail at least 30 but not more than 60 days before the redemption date to each Holder of Notes to be redeemed at its registered address, except that redemption notices may be mailed more than 60 days prior to a redemption date if the notice is issued in connection with a defeasance of the Notes or a satisfaction and discharge of the Indenture. Notices of redemption may not be conditional.

If any Note is to be redeemed in part only, the notice of redemption that relates to that Note will state the portion of the principal amount of the Note that is to be redeemed. A new Note in principal amount equal to the unredeemed portion of the original Note presented for redemption will be issued in the name of the Holder thereof upon cancellation of the original Note. Notes called for redemption become due on the date fixed for redemption. On and after the redemption date, interest will cease to accrue on the Notes or portion thereof called for redemption as long as Radio One has deposited with the paying agent funds in satisfaction of the applicable redemption price pursuant to the Indenture.

Certain Covenants

Restricted Payments

Radio One will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly:

(1) declare or pay any dividend or make any other payment or distribution on account of Radio One's or any of its Restricted Subsidiaries' Equity Interests (including, without limitation, any payment in connection with any merger or consolidation involving Radio One or any of its Restricted Subsidiaries) or to the direct or indirect holders of Radio One's or any of its Restricted Subsidiaries' Equity Interests in their capacity as such (other than dividends or distributions payable in Equity Interests (other than Disqualified Stock) of Radio One and other than dividends or distributions payable to Radio One or a Restricted Subsidiary of Radio One);

(2) purchase, redeem or otherwise acquire or retire for value (including, without limitation, in connection with any merger or consolidation involving Radio One) any Equity Interests of Radio One or any direct or indirect parent of Radio One (other than any such Equity Interests owned by Radio One or a Restricted Subsidiary);

(3) make any payment on or with respect to, or purchase, redeem, defease or otherwise acquire or retire for value any Indebtedness that is subordinated to the Notes or the Subsidiary Guarantees, except a payment of interest or principal at the Stated Maturity thereof (except for payments into a trust within one year of the stated maturity of any such Subordinated Indebtedness which payments effect a defeasance or discharge of such Indebtedness); or

(4) make any Restricted Investment (all such payments and other actions set forth in these clauses (1) through (4) above being collectively referred to as "Restricted Payments"),

unless, at the time of and after giving effect to such Restricted Payment:

(1) no Default or Event of Default has occurred and is continuing or would occur as a consequence of such Restricted Payment;

(2) Radio One would, at the time of such Restricted Payment and after giving pro forma effect thereto as if such Restricted Payment had been made at the beginning of the applicable four-quarter period, have been permitted to incur at least $1.00 of additional Indebtedness pursuant to the Leverage Ratio test set forth in the first paragraph of the covenant described below under the caption "— Incurrence of Indebtedness and Issuance of Preferred Stock;" and

(3) such Restricted Payment, together with the aggregate amount of all other Restricted Payments made by Radio One and its Restricted Subsidiaries after the date of the Indenture (excluding Restricted Payments permitted by clauses (1), (2), (3), (4), (5), (7), (8), (10), (12) and (13) of the next succeeding paragraph) is less than the sum, without duplication of:

(a) (i) 100% of the aggregate Consolidated Cash Flow of Radio One (or, in the event such Consolidated Cash Flow shall be a deficit, minus 100% of such deficit) accrued for the period beginning January 1, 2005 and ending on the last day of Radio One's most recent calendar month for which financial information is available to Radio One at the time of such Restricted Payment, taken as one accounting period, less (ii) 1.4 times Consolidated Interest Expense for the same period, plus

(b) 100% of the aggregate net proceeds (including the fair market value of property other than cash or Cash Equivalents) received by Radio One since January 1, 2005 from the issue or sale of Equity Interests of Radio One (other than Disqualified Stock), or of Disqualified Stock or debt securities of Radio One that have been converted into such Equity Interests (other than Equity Interests (or Disqualified Stock or convertible debt securities) sold to a Restricted Subsidiary and other than Disqualified Stock or convertible debt securities that have been converted into Disqualified Stock), plus

(c) to the extent that any Unrestricted Subsidiary is redesignated as a Restricted Subsidiary after the date of the Indenture, the fair market value of such Subsidiary as of the date of such redesignation, plus

(d) the aggregate amount returned in cash with respect to Investments (other than Permitted Investments) made after the issue date whether through interest payments, principal payments, dividends or other distributions, plus

(e) the net cash proceeds received by Radio One or any of its Restricted Subsidiaries from the disposition, retirement or redemption of all or any portion of such Investments referred to in clause (4) above (other than to a Restricted Subsidiary), plus

(f) $25.0 million.

The preceding provisions will not prohibit:

(1) the payment of any dividend within 60 days after the date of declaration of the dividend, if at the date of declaration the dividend payment would have complied with the provisions of the Indenture;

(2) the redemption, repurchase, retirement, defeasance or other acquisition of any subordinated Indebtedness of Radio One or any Guarantor or of any Equity Interests of Radio One in exchange for, or out of the net cash proceeds of the substantially concurrent sale (other than to a Restricted Subsidiary of Radio One) of, Equity Interests of Radio One (other than Disqualified Stock); provided that the amount of any such net cash proceeds that are utilized for any such redemption, repurchase, retirement, defeasance or other acquisition will be excluded from clause (3) (b) of the preceding paragraph;

(3) the defeasance, redemption, repurchase or other acquisition of subordinated Indebtedness of Radio One or any Guarantor with the net cash proceeds from an incurrence of Permitted Refinancing Indebtedness;

(4) the payment of any dividend by a Restricted Subsidiary of Radio One to the holders of its common Equity Interests on a pro rata basis;

(5) so long as no Default has occurred and is continuing or would be caused thereby, the payment of dividends on Existing Preferred Stock in accordance with the terms thereof;

(6) to the extent permitted by applicable law, loans to members of management of Radio One or any Restricted Subsidiary, the proceeds of which are used for a concurrent purchase of Equity Interests of Radio One or a capital contribution to Radio One (provided that the proceeds from such purchase of Equity Interests or capital contribution shall be excluded from the calculation of amounts under clause (3) above), provided that such loans shall be included in the calculation of the amount of Restricted Payments from and after such time;

(7) the repurchase, redemption or other acquisition or retirement for value of any Equity Interests of Radio One or any Restricted Subsidiary of Radio One or the payment of a dividend to any Restricted Subsidiary of Radio One to effect the repurchase, redemption, acquisition or retirement of Radio One or its Restricted Subsidiary's Equity Interests, that are held by any member or former member of Radio One's (or any of the Restricted Subsidiaries') management, or by any of their respective directors, employees or consultants; provided that, except as otherwise set forth in clause (8) below, the aggregate price paid for all such repurchased, redeemed, acquired or retired Equity Interests may not exceed the sum of (a) $5.0 million in any calendar year (with unused amounts in any calendar year being available to be so utilized in succeeding calendar years) and (b) the net cash proceeds to Radio One and its Restricted Subsidiaries from any issuance or reissuance of Equity Interests of Radio One or its Restricted Subsidiaries (other than Disqualified Stock) to members of management (which are excluded from the calculation set forth in clause (3)(b) of the proceeding paragraph) and the net cash proceeds to Radio One and its Restricted Subsidiaries of any "key man" life insurance proceeds; provided that the cancellation of Indebtedness owing to Radio One and its Restricted Subsidiaries from members of management shall not be deemed Restricted Payments;

(8) the repurchase, redemption or other acquisition or retirement for value of any Equity Interests of Radio One that are held by a Named Executive Officer; provided that the aggregate proceeds received by any such Named Executive Officer from such repurchase, redemption, acquisition or retirement is used to repay Indebtedness outstanding as of the date of the Indenture that such Named Executive Officer owes to Radio One;

(9) payment of the dividends on Disqualified Stock the incurrence of which was permitted by the Indenture;

(10) repurchases of Equity Interests deemed to occur upon the exercise of stock options;

(11) the retirement of any shares of Disqualified Stock of Radio One by conversion into, or by exchange for, shares of Disqualified Stock of Radio One, or out of the net cash proceeds of the substantially concurrent sale (other than to a Restricted Subsidiary of Radio One) of other shares of Disqualified Stock of Radio One, provided that the Disqualified Stock of Radio One that replaces the retired shares of Disqualified Stock of Radio One shall not require the direct or indirect payment of the liquidation preference earlier in time than the final stated maturity of the retired shares of Disqualified Stock of Radio One;

(12) repurchases of Equity Interests of Radio One in open market purchases, provided that the aggregate amount expended for such repurchases shall not exceed $50.0 million; and

(13) redemption of the Existing Preferred Stock in accordance with the terms thereof.

The amount of all Restricted Payments (other than cash) will be the fair market value on the date of the Restricted Payment of the asset(s) or securities proposed to be transferred or issued by Radio One or such Restricted Subsidiary, as the case may be, pursuant to the Restricted Payment. The fair market value of any assets or securities that are required to be valued by this covenant will be determined by the Board of Directors whose resolution with respect thereto will be delivered to the trustee. The Board of Directors' determination must be based upon an opinion or appraisal issued by an accounting, appraisal or investment banking firm of national standing if the fair market value exceeds $50.0 million. Not later than the date of making any Restricted Payment, Radio One will deliver to the trustee an officers' certificate stating that such Restricted Payment is permitted and setting forth the basis upon which the calculations required by this covenant were computed, together with a copy of any fairness opinion or appraisal required by the Indenture.

Incurrence of Indebtedness and Issuance of Preferred Stock

Radio One and the Guarantors will not, and will not permit any of their Subsidiaries to, directly, or indirectly, create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable, contingently or otherwise, with respect to (collectively, "incur") any Indebtedness (including Acquired Debt) and Radio One will not issue any Disqualified Stock and will not permit any of its Subsidiaries to issue any shares of preferred stock; provided, however, that Radio One or any Guarantor may incur Indebtedness (including Acquired Debt) or issue shares of Disqualified Stock or preferred stock if Radio One's Leverage Ratio at the time of incurrence of such Indebtedness or the issuance of such Disqualified Stock or such preferred stock, as the case may be, after giving pro forma effect to such incurrence or issuance as of such date and to the use of the proceeds therefrom as if the same had occurred at the beginning of the most recently ended four full fiscal quarter period of Radio One for which internal financial statements are available, would have been no greater than 7.0 to 1.

The first paragraph of this covenant will not prohibit the incurrence of any of the following items of Indebtedness (collectively, "Permitted Debt"):

(1) the incurrence by Radio One and any Guarantor of additional Indebtedness and letters of credit under Credit Facilities in an aggregate principal amount at any one time outstanding under this clause (1) (with Letters of credit being deemed to have a principal amount equal to the maximum potential liability of Radio One and its Subsidiaries thereunder) not to exceed $800.0 million less the aggregate amount applied by Radio One and the Restricted Subsidiaries to permanently reduce the availability of Indebtedness under the Credit Facility pursuant to the covenant described under the caption "— Repurchase as the Option of Holders — Asset Sales";

(2) the incurrence by Radio One and its Restricted Subsidiaries of the Existing Indebtedness;

(3) the incurrence by Radio One and the Guarantors of Indebtedness represented by the Notes and the related Subsidiary Guarantees to be issued on the date of the Indenture;

(4) the incurrence by Radio One or any of its Restricted Subsidiaries of Indebtedness represented by Capital Lease Obligations, mortgage financings or purchase money obligations, in each

case, incurred for the purpose of financing all or any part of the purchase price or cost of construction or improvement of property, plant or equipment whether through the direct purchase of assets or at least a majority of the Voting Stock of any person owning such assets, in an aggregate principal amount, including all Permitted Refinancing Indebtedness incurred to refund, refinance or replace any Indebtedness incurred pursuant to this clause (4), not to exceed $10.0 million at any time outstanding;

(5) the incurrence by Radio One or any of its Restricted Subsidiaries of Permitted Refinancing Indebtedness in exchange for, or the net proceeds of which are used to refund, refinance or replace Indebtedness (other than intercompany Indebtedness) that was permitted by the Indenture to be incurred under the first paragraph of this covenant or clauses (2), (3), (4), (5), (10) or (12) of this paragraph;

(6) the incurrence by Radio One or any of its Restricted Subsidiaries of intercompany Indebtedness between or among Radio One and any of its Wholly Owned Subsidiaries; provided, however, that (i) any subsequent issuance or transfer of Equity Interests that results in any such Indebtedness being held by a Person other than Radio One or a Subsidiary of Radio One and (ii) any sale or other transfer of any such Indebtedness to a Person that is not either Radio One or a Restricted Subsidiary of Radio One will be deemed, in each case, to constitute an incurrence of such Indebtedness by Radio One or such Restricted Subsidiary, as the case may be, that was not permitted by this clause (6);

(7) the incurrence by Radio One or any of its Restricted Subsidiaries of Hedging Obligations that are incurred for the purpose of fixing or hedging (x) interest rate risk with respect to any floating rate Indebtedness that is permitted by the terms of the Indenture to be outstanding or (y) currency exchange rate risk in ordinary course of business;

(8) the guarantee by Radio One of Indebtedness of any Restricted Subsidiary of Radio One that was permitted to be incurred by another provision of this covenant;

(9) the guarantee by any Restricted Subsidiary of Indebtedness of Radio One or any Guarantor that was permitted to be incurred by another provision of this covenant;

(10) Indebtedness incurred by Radio One or any of its Restricted Subsidiaries constituting reimbursement obligations with respect to letters of credit issued in the ordinary course of business, including without limitation letters of credit in respect to workers' compensation claims or self-insurance, or other Indebtedness with respect to reimbursement type obligations regarding workers' compensation claims; provided, however, that upon the drawing of such letters of credit or the incurrence of such Indebtedness, such obligations are reimbursed within 30 days following such drawing or incurrence;

(11) Obligations in respect of performance and surety bonds and completion guarantees provided by Radio One or any of its Restricted Subsidiaries in the ordinary course of business;

(12) Acquisition Debt of Radio One or any Restricted Subsidiary if (w) such Acquisition Debt is incurred within 270 days after the date on which the related definitive acquisition agreement or LMA, as the case may be, was entered into by Radio One or such Restricted Subsidiary, (x) the aggregate principal amount of such Acquisition Debt is no greater than the aggregate principal amount of Acquisition Debt set forth in a notice from Radio One to the Trustee (an "Incurrence Notice") within ten days after the date on which the related definitive acquisition agreement or LMA, as the case may be, was entered into by Radio One or such Restricted Subsidiary, which notice shall be executed on Radio One's behalf by the chief financial officer of Radio One in such capacity and shall describe in reasonable detail the acquisition or LMA, as the case may be, which such Acquisition Debt will be incurred to finance, (y) after giving pro forma effect to the acquisition or LMA, as the case may be, described in such Incurrence Notice, Radio One or such Restricted Subsidiary could have incurred such Acquisition Debt under the Indenture as of the date upon which Radio One delivers such Incurrence Notice to the Trustee and (z) such Acquisition Debt is utilized

solely to finance the acquisition or LMA, as the case may be, described in such Incurrence Notice (including to repay or refinance indebtedness or other obligations incurred in connection with such acquisition or LMA, as the case may be, and to pay related fees and expenses);

(13) guarantees by Radio One or any Restricted Subsidiary of Indebtedness of officers of Radio One or any Restricted Subsidiary in an aggregate principal amount not to exceed $5.0 million at any time outstanding;

(14) the incurrence by Radio One's Unrestricted Subsidiaries of Non-Recourse Debt, provided, however, that if any such Indebtedness ceases to be Non-Recourse Debt of an Unrestricted Subsidiary, such event will be deemed to constitute an incurrence of Indebtedness by a Restricted Subsidiary of Radio One that was not permitted by this clause (14); and

(15) the incurrence by Radio One or any of its Restricted Subsidiaries of additional Indebtedness in an aggregate principal amount (or accreted value, as applicable) at any time outstanding, including all Permitted Refinancing Indebtedness incurred to refund, refinance or replace any Indebtedness incurred pursuant to this clause (15), not to exceed $25.0 million.

For purposes of determining compliance with this "Incurrence of Indebtedness and Issuance of Preferred Stock" covenant, in the event that an item of proposed Indebtedness meets the criteria of more than one of the categories of Permitted Debt described in clauses (1) through (15) above, or is entitled to be incurred pursuant to the first paragraph of this covenant, Radio One will be permitted to classify such item of Indebtedness on the date of its incurrence, or later reclassify all or a portion of such item of Indebtedness, in any manner that complies with this covenant. Accrual of interest, accretion or amortization of original issue discount and the accretion of accreted value will not be deemed to be an incurrence of Indebtedness for purposes of this covenant. Indebtedness under Credit Facilities outstanding on the date on which Notes are first issued and authenticated under the Indenture will be deemed to have been incurred on such date in reliance on the exception provided by clause (1) of the definition of Permitted Debt.

No Senior Subordinated Debt

Radio One will not incur, create, issue, assume, guarantee or otherwise become liable for any Indebtedness that is subordinate or junior in right of payment to any Senior Debt of Radio One and senior in any respect in right of payment to the Notes. No Guarantor will incur, create, issue, assume, guarantee or otherwise become liable for any Indebtedness that is subordinate or junior in right of payment to the Senior Debt of such Guarantor and senior in any respect in right of payment to such Guarantor's Subsidiary Guarantee.

Liens

Radio One will not, and will not permit any of its Subsidiaries to, directly or indirectly, create, incur, assume or otherwise cause to suffer to exist or become effective any Lien of any kind securing Indebtedness, or trade payables on any of their property or assets now owned or hereafter acquired, except Permitted Liens.

Dividend and Other Payment Restrictions Affecting Subsidiaries

Radio One will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, create or permit to exist or become effective any encumbrance or restriction on the ability of any Restricted Subsidiary to:

(1) pay dividends or make any other distributions on its Capital Stock to Radio One or any of its Restricted Subsidiaries, or with respect to any other interest or participation in, or measured by, its profits, or pay any indebtedness owed to Radio One or any of its Restricted Subsidiaries;

(2) pay any Indebtedness owed to Radio One or any of its Restricted Subsidiaries;

(3) make loans or advances to Radio One or any of its Restricted Subsidiaries; or

(4) transfer any of its properties or assets to Radio One or any of its Restricted Subsidiaries.

However, the preceding restrictions will not apply to encumbrances or restrictions existing under or by reason of:

(1) agreements governing Existing Indebtedness and Credit Facilities as in effect on the date of the Indenture and any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings of those agreements, provided that the amendments, modifications, restatements, renewals, increases, supplements, refundings, replacement or refinancings are no more restrictive, taken as a whole, with respect to such dividend and other payment restrictions than those contained in those agreements on the date of the Indenture;

(2) the Indenture, the Notes and the Subsidiary Guarantees;

(3) applicable law, rule, regulation or order;

(4) any instrument governing Indebtedness or Capital Stock of a Person acquired by Radio One or any of its Restricted Subsidiaries as in effect at the time of such acquisition (except to the extent such Indebtedness or Capital Stock was incurred in connection with or in contemplation of such acquisition), which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person, or the property or assets of the Person, so acquired, provided that, in the case of Indebtedness, such Indebtedness was permitted by the terms of the Indenture to be incurred;

(5) customary non-assignment provisions in leases entered into in the ordinary course of business and consistent with past practices;

(6) purchase money obligations (including Capital Lease Obligations) for property acquired in the ordinary course of business that impose restrictions only on that property of the nature described in clause (4) in the second paragraph of the covenant described under the caption “Incurrence of Indebtedness and Issuance of Preferred Stock”;

(7) contracts for the sale of assets, including without limitation any agreement for the sale or other disposition of a Restricted Subsidiary that restricts distributions by that Restricted Subsidiary pending its sale or other disposition;

(8) Permitted Refinancing Indebtedness, provided that the restrictions contained in the agreements governing such Permitted Refinancing Indebtedness are no more restrictive, taken as a whole, than those contained in the agreements governing the Indebtedness being refinanced;

(9) Liens securing Indebtedness otherwise permitted to be incurred under the provisions of the covenant described above under the caption “— Liens” that limit the right of the debtor to dispose of the assets subject to such Liens;

(10) provisions with respect to the disposition or distribution of assets or property in joint venture agreements, assets sale agreements, stock sale agreements and other similar agreements entered into in the ordinary course of business; and

(11) restrictions on cash or other deposits or net worth imposed by customers under contracts entered into in the ordinary course of business.

Merger, Consolidation or Sale of Assets

Radio One may not, directly or indirectly: (1) consolidate or merge with or into another Person (whether or not Radio One is the surviving corporation); or (2) sell, assign, transfer, convey or otherwise

dispose of all or substantially all of the properties or assets of Radio One and its Restricted Subsidiaries, taken as a whole, in one or more related transactions, to another Person; unless:

(1) either: (a) Radio One is the surviving corporation; or (b) the Person formed by or surviving any such consolidation or merger (if other than Radio One) or to which such sale, assignment, transfer, conveyance or other disposition has been made is a corporation organized or existing under the laws of the United States, any state of the United States or the District of Columbia;

(2) the Person formed by or surviving any such consolidation or merger (if other than Radio One) or the Person to which such sale, assignment, transfer, conveyance or other disposition has been made assumes all the obligations of Radio One under the Notes, the Indenture and the registration rights agreement pursuant to agreements reasonably satisfactory to the trustee;

(3) immediately after such transaction no Default or Event of Default exists; and

(4) Radio One or the Person formed by or surviving any such consolidation or merger (if other than Radio One), or to which such sale, assignment, transfer, conveyance or other disposition has been made (a) will, on the date of such transaction after giving pro forma effect thereto and any related financing transactions as if the same had occurred at the beginning of the applicable four-quarter period, be permitted to incur at least $1.00 of additional Indebtedness pursuant to the Leverage Ratio test set forth in the first paragraph of the covenant described above under the caption "— Incurrence of Indebtedness and Issuance of Preferred Stock," or (b) would have a lower Leverage Ratio immediately after the transaction, after giving pro forma effect to the transaction as if the transaction had occurred at the beginning of the applicable four quarter period, than Radio One's Leverage Ratio immediately prior to the transaction.

The preceding clause (4) will not prohibit: (a) a merger between Radio One and one of its Wholly Owned Restricted Subsidiaries; or (b) a merger between Radio One and one of Radio One's Affiliates incorporated solely for the purpose of reincorporating in another state of the United States.

In addition, Radio One may not, directly or indirectly, lease all or substantially all of its properties or assets, in one or more related transactions, to any other Person. This "Merger, Consolidation or Sale of Assets" covenant will not apply to a sale, assignment, transfer, conveyance or other disposition of assets between or among Radio One and any of its Wholly Owned Restricted Subsidiaries.

Transactions with Affiliates

Radio One will not, and will not permit any of its Restricted Subsidiaries to, make any payment to, or sell, lease, transfer or otherwise dispose of any of its properties or assets to, or purchase any property or assets from, or enter into or make or amend any transaction, contract, agreement, understanding, loan, advance or guarantee with, or for the benefit of, any Affiliate (each, an "Affiliate Transaction"), unless:

(1) the Affiliate Transaction is on terms that are no less favorable to Radio One or the relevant Restricted Subsidiary than those that would have been obtained in a comparable transaction by Radio One or such Restricted Subsidiary with an unrelated Person; and

(2) Radio One delivers to the trustee:

(a) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of $5.0 million, a resolution of the Board of Directors set forth in an officers' certificate certifying that such Affiliate Transaction complies with this covenant and that such Affiliate Transaction has been approved by a majority of the disinterested members of the Board of Directors; and

(b) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of $25.0 million, an opinion as to the fairness to the Holders of such Affiliate Transaction from a financial point of view issued by an accounting, appraisal or investment banking firm of national standing.

The following items will not be deemed to be Affiliate Transactions and, therefore, will not be subject to the provisions of the prior paragraph:

(1) any employment agreement entered into by Radio One or any of its Subsidiaries in the ordinary course of business and consistent with the past practice of Radio One or such Subsidiary with any officer or employee of Radio One or any of its Subsidiaries;

(2) transactions between or among Radio One and/or its Restricted Subsidiaries;

(3) loans, advances, payment of reasonable fees, indemnification of directors, or similar arrangements to officers, directors employees and consultants who are not otherwise Affiliates of Radio One;

(4) sales of Equity Interests (other than Disqualified Stock) to Affiliates of Radio One;

(5) transactions under any contract or agreement in effect on the date of the Indenture as the same may be amended, modified or replaced from time to time so long as any amendment, modification, or replacement is no less favorable to Radio One and its Restricted Subsidiaries than the contract or agreement as in effect on the date of the Indenture;

(6) services provided to any Unrestricted Subsidiary of Radio One in the ordinary course of business, which the Board of Directors has determined, pursuant to a resolution thereof, that such services are provided on terms at least as favorable to Radio One and its Restricted Subsidiaries as those that would have been obtained in a comparable transaction with an unrelated Person; and

(7) Permitted Investments and Restricted Payments that are permitted by the provisions of the Indenture described above under the caption "— Restricted Payments."

Additional Subsidiary Guarantees

If Radio One or any of its Subsidiaries acquires or creates another Domestic Subsidiary after the date of the Indenture, excluding all Subsidiaries that have been properly designated as Unrestricted Subsidiaries in accordance with the Indenture for so long as they continue to constitute Unrestricted Subsidiaries, then that newly acquired or created Domestic Subsidiary will become a Guarantor and execute a supplemental Indenture and deliver an opinion of counsel satisfactory to the trustee within 10 Business Days of the date on which it was acquired or created.

Designation of Restricted and Unrestricted Subsidiaries

The Board of Directors of Radio One may designate any Restricted Subsidiary to be an Unrestricted Subsidiary if that designation would not cause a Default or Event of Default. If a Restricted Subsidiary is designated as an Unrestricted Subsidiary, the aggregate fair market value of all outstanding Investments owned by Radio One and the Restricted Subsidiaries in the Subsidiary properly designated will be deemed to be an Investment made as of the time of the designation and will reduce the amount available for Restricted Payments under the first paragraph of the covenant described above under the caption "— Restricted Payments" or Permitted Investments. That designation will only be permitted if the Investment would be permitted at that time and if the Restricted Subsidiary otherwise meets the definition of an Unrestricted Subsidiary. The Board of Directors may redesignate any Unrestricted Subsidiary to be a Restricted Subsidiary if the redesignation would not cause a Default or Event of Default.

Limitation on Issuances and Sales of Equity Interests in Wholly Owned Subsidiaries

Radio One will not, and will not permit any of its Subsidiaries to, transfer, convey, sell, lease or otherwise dispose of any Equity Interests in any Wholly Owned Restricted Subsidiary of Radio One to any Person (other than Radio One or a Wholly Owned Restricted Subsidiary of Radio One), unless:

(1) as a result of such transfer, conveyance, sale, lease or other disposition or issuance such Restricted Subsidiary no longer constitutes a Subsidiary; and

(2) the cash Net Proceeds from such transfer, conveyance, sale, lease or other disposition are applied in accordance with the covenant described above under the caption "— Repurchase at the Option of Holders — Asset Sales."

In addition, Radio One will not permit any Wholly Owned Restricted Subsidiary of Radio One to issue any of its Equity Interests (other than, if necessary, shares of its Capital Stock constituting directors' qualifying shares) to any Person other than to Radio One or a Wholly Owned Restricted Subsidiary of Radio One.

Payments for Consent

Radio One will not, and will not permit any of its Subsidiaries to, directly or indirectly, pay or cause to be paid any consideration to or for the benefit of any Holder of Notes for or as an inducement to any consent, waiver or amendment of any of the terms or provisions of the Indenture or the Notes unless such consideration is offered to be paid and is paid to all Holders of the Notes that consent, waive or agree to amend in the time frame set forth in the solicitation documents relating to such consent, waiver or agreement.

Reports

Whether or not required by the SEC so long as any Notes are outstanding, Radio One will furnish to the Holders of Notes, within the time periods specified in the SEC's rules and regulations:

(1) all quarterly and annual financial information that would be required to be contained in a filing with the SEC on Forms 10-Q and 10-K/ A if Radio One were required to file such Forms, including a "Management's Discussion and Analysis of Financial Condition and Results of Operations" and, with respect to the annual information only, a report on the annual financial statements by Radio One's certified independent accountants; and

(2) all current reports that would be required to be filed with the SEC on Form 8-K if Radio One were required to file such reports.

If Radio One or any Guarantor has designated any of its Subsidiaries as Unrestricted Subsidiaries, then the quarterly and annual financial information required by the preceding paragraph will include, either on the face of the financial statements or in the footnotes thereto, and in Management's Discussion and Analysis of Financial Condition and Results of Operations, a reasonably detailed summary of financial condition and results of operations of the Unrestricted Subsidiaries containing line items substantially consistent with those contained in the summary section of this prospectus.

In addition, following the consummation of the exchange offer contemplated by the registration rights agreement, whether or not required by the SEC, Radio One will file a copy of all of the information and reports referred to in clauses (1) and (2) above with the SEC for public availability within the time periods specified in the SEC's rules and regulations (unless the SEC will not accept such a filing) and make such information available to securities analysts and prospective investors upon request. In addition, Radio One has agreed that, for so long as any Notes remain outstanding, it they will furnish to the Holders and to securities analysts and prospective investors, upon their request, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act.

Events of Default and Remedies

Each of the following is an Event of Default:

(1) default for 30 days in the payment when due of interest on, or additional interest with respect to, the Notes whether or not prohibited by the subordination provisions of the Indenture;

(2) default in payment when due of the principal of, or premium, if any, on the Notes, whether or not prohibited by the subordination provisions of the Indenture;

(3) failure by Radio One or any of its Restricted Subsidiaries to comply with the provisions described under the captions "— Repurchase at the Option of Holders — Change of Control;"

(4) failure by Radio One or any of its Restricted Subsidiaries for 30 days after notice from the trustee or holders of at least 25% in principal amount of the Notes to comply with the provisions described under the captions "— Repurchase at the Option of Holders — Asset Sales," "— Certain Covenants — Restricted Payments," "— Certain Covenants — Incurrence of Indebtedness and Issuance of Preferred Stock" or "— Certain Covenants — Merger, Consolidation or Sale of Assets;"

(5) failure by Radio One or any of its Restricted Subsidiaries for 60 days after notice from the trustee or holders of 25% in principal amount of the Notes to comply with any of the other agreements in the Indenture;

(6) default under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by Radio One or any of its Restricted Subsidiaries (or the payment of which is guaranteed by Radio One or any of its Restricted Subsidiaries) whether such Indebtedness or guarantee now exists, or is created after the date of the Indenture, if that default:

(a) is caused by a failure to pay principal of or premium, if any, or interest on such Indebtedness prior to the expiration of the grace period provided in such Indebtedness on the date of the default (a "Payment Default"), or

(b) results in the acceleration of such Indebtedness prior to its express maturity, and, in each case, the principal amount of any such Indebtedness, together with the principal amount of any other such Indebtedness under which there has been a Payment Default or the maturity of which has been so accelerated, aggregates $10.0 million or more;

(7) failure by Radio One or any of its Restricted Subsidiaries to pay final judgments aggregating in excess of $5.0 million not covered by adequate insurance by a solvent insurer of national or international reputation which has acknowledged its obligations in writing, which judgments are not paid, discharged or stayed for a period of 60 days;

(8) except as permitted by the Indenture, any Guarantee of a Significant Subsidiary shall be held in any judicial proceeding to be unenforceable or invalid or shall cease for any reason to be in full force and effect or any Significant Subsidiary that is a Guarantor, or any Person acting on behalf of any such Guarantor, shall deny or disaffirm its obligations under its Guarantee; and

(9) certain events of bankruptcy or insolvency described in the Indenture with respect to Radio One or any of its Restricted Subsidiaries.

In the event of a declaration of acceleration of the Notes because an Event of Default has occurred and is continuing as a result of the acceleration of any Indebtedness described in clause (6) of the preceding paragraph, the declaration of acceleration of the Notes shall be automatically annulled if the holders of any Indebtedness described in clause (6) of the preceding paragraph have rescinded the declaration of acceleration in respect of the Indebtedness within 30 days of the date of the declaration and if:

(1) the annulment of the acceleration of Notes would not conflict with any judgment or decree of a court of competent jurisdiction; and

(2) all existing Events of Default, except nonpayment of principal or interest on the Notes that became due solely because of the acceleration of the Notes, have been cured or waived.

In the case of an Event of Default arising from certain events of bankruptcy or insolvency, with respect to Radio One, any Restricted Subsidiary that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary, the principal amount and premium, if any, and accrued and unpaid interest and additional interest, if any, on all outstanding Notes will become due and payable immediately without further action or notice. If any other Event of Default

occurs and is continuing, the trustee or the Holders of at least 25% in principal amount of the then outstanding Notes may declare the principal amount and premium, if any, and accrued and unpaid interest and additional interest, if any, on all the outstanding Notes to be due and payable immediately.

Holders of the Notes may not enforce the Indenture or the Notes except as provided in the Indenture. Subject to certain limitations, Holders of a majority in principal amount of the then outstanding Notes may direct the trustee in its exercise of any trust or power.

The Holders of a majority in aggregate principal amount of the Notes then outstanding by notice to the trustee may on behalf of the Holders of all of the Notes waive any existing Default or Event of Default and its consequences under the Indenture except a continuing Default or Event of Default in the payment of interest or additional interest on, or the principal of, the Notes.

The Indenture provides that if a Default occurs and is continuing and is known to the trustee, the trustee must mail to each Holder of the notes notice of the Default within 90 days after it occurs. Except in the case of a Default in the payment of principal of or interest or additional interest, if any, on any Note, the trustee may withhold notice if and so long as a committee of its trust officers determines that withholding notice is not opposed to the interest of the Holders of the Notes.

In the case of any Event of Default occurring by reason of any willful action or inaction taken or not taken by or on behalf of Radio One with the intention of avoiding payment of the premium that Radio One would have had to pay if Radio One then had elected to redeem the Notes pursuant to the optional redemption provisions of the Indenture, an equivalent premium will also become and be immediately due and payable to the extent permitted by law upon the acceleration of the Notes. If an Event of Default occurs prior to, by reason of any willful action (or inaction) taken (or not taken) by or on behalf of Radio One with the intention of avoiding the prohibition on redemption of the Notes prior to February 15, 2009, then the premium specified in the Indenture will also become immediately due and payable to the extent permitted by law upon the acceleration of the Notes.

Radio One is required to deliver to the trustee annually a statement regarding compliance with the Indenture. Upon becoming aware of any Default or Event of Default, Radio One is required to deliver to the trustee a statement specifying such Default or Event of Default.

No Personal Liability of Directors, Officers, Employees and Stockholders

No director, officer, employee, incorporator or stockholder of Radio One, any Subsidiary of Radio One, or any Guarantor, as such, will have any liability for any obligations of Radio One or the Guarantors under the Notes, the Indenture, the Subsidiary Guarantees, or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. The waiver may not be effective to waive liabilities under the federal securities laws and it is the view of the SEC that such a waiver is against public policy.

Legal Defeasance and Covenant Defeasance

Radio One may, at its option and at any time, elect to have all of its obligations discharged with respect to the outstanding notes and all obligations of the Guarantors discharged with respect to their Subsidiary Guarantees (“Legal Defeasance”) except for:

(1) the rights of Holders of outstanding Notes to receive payments in respect of the principal of, or interest or premium and additional interest, if any, on such Notes when such payments are due from the trust referred to below;

(2) Radio One’s obligations with respect to the Notes concerning issuing temporary Notes, registration of Notes, mutilated, destroyed, lost or stolen Notes and the maintenance of an office or agency for payment and money for security payments held in trust;

(3) the rights, powers, trusts, duties and immunities of the trustee, and Radio One's and the Guarantors' obligations in connection therewith; and

(4) the Legal Defeasance provisions of the Indenture.

In addition, Radio One may, at its option and at any time, elect to have the obligations of Radio One and the Guarantors released with respect to certain covenants that are described in the Indenture ("Covenant Defeasance") and thereafter any omission to comply with those covenants will not constitute a Default or Event of Default with respect to the Notes. In the event Covenant Defeasance occurs, certain events (not including non-payment, bankruptcy, receivership, rehabilitation and insolvency events) described under "— Events of Default and Remedies" will no longer constitute an Event of Default with respect to the Notes.

In order to exercise either Legal Defeasance or Covenant Defeasance:

(1) Radio One must irrevocably deposit with the trustee, in trust, for the benefit of the Holders of the Notes, cash in U.S. dollars, non-callable Government Securities, or a combination of cash in U.S. dollars and non-callable Government Securities, in amounts as will be sufficient, in the opinion of a nationally recognized firm of independent public accountants, to pay the principal of, or interest and premium and additional interest, if any, on the outstanding notes on the stated maturity or on the applicable redemption date, as the case may be, and Radio One must specify whether the Notes are being defeased to maturity or to a particular redemption date;

(2) in the case of Legal Defeasance, Radio One has delivered to the trustee an opinion of counsel reasonably acceptable to the trustee confirming that (a) Radio One has received from, or there has been published by, the Internal Revenue Service a ruling or (b) since the date of the Indenture, there has been a change in the applicable federal income tax law, in either case to the effect that, and based thereon such opinion of counsel will confirm that, the Holders of the outstanding notes will not recognize income, gain or loss for federal income tax purposes as a result of such Legal Defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred;

(3) in the case of Covenant Defeasance, Radio One has delivered to the trustee an opinion of counsel reasonably acceptable to the trustee confirming that the Holders of the outstanding notes will not recognize income, gain or loss for federal income tax purposes as a result of such Covenant Defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Covenant Defeasance had not occurred;

(4) no Default or Event of Default has occurred and is continuing on the date of such deposit (other than a Default or Event of Default resulting from the borrowing of funds to be applied to such deposit);

(5) such Legal Defeasance or Covenant Defeasance will not result in a breach or violation of, or constitute a default under any material agreement or instrument (other than the Indenture) to which Radio One or any of its Restricted Subsidiaries is a party or by which Radio One or any of its Restricted Subsidiaries is bound;

(6) Radio One must have delivered to the trustee an opinion of counsel to the effect that after the 91st day following the deposit, the trust funds will not be subject to the effect of any applicable bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally;

(7) Radio One must deliver to the trustee an officers' certificate stating that the deposit was not made by Radio One with the intent of preferring the Holders of Notes over the other creditors of Radio One with the intent of defeating, hindering, delaying or defrauding creditors of Radio One or others; and

(8) Radio One must deliver to the trustee an officers' certificate and an opinion of counsel, which opinion may be subject to customary assumptions and exclusions, each stating that all conditions precedent relating to the Legal Defeasance or the Covenant Defeasance have been complied with.

The Credit Agreement restricts Radio One's ability to effect a Legal Defeasance or a Covenant Defeasance.

Amendment, Supplement and Waiver

Except as provided in the next three succeeding paragraphs, the Indenture or the Notes may be amended or supplemented with the consent of the Holders of at least a majority in principal amount of the Notes then outstanding (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, Notes), and any existing default or compliance with any provision of the Indenture or the Notes may be waived with the consent of the Holders of a majority in principal amount of the then outstanding Notes (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, Notes).

Without the consent of each Holder affected, an amendment or waiver may not (with respect to any Notes held by a non-consenting Holder):

(1) reduce the principal amount of Notes whose Holders must consent to an amendment, supplement or waiver;

(2) reduce the principal of or change the fixed maturity of any Note or alter the provisions with respect to the redemption of the Notes (other than provisions relating to the covenants described above under the caption "— Repurchase at the Option of Holders");

(3) reduce the rate of or change the time for payment of interest on any Note;

(4) waive a Default or Event of Default in the payment of principal of, or interest or premium, or additional interest, if any, on the Notes (except a rescission of acceleration of the Notes by the Holders of at least a majority in aggregate principal amount of the Notes and a waiver of the payment default that resulted from such acceleration);

(5) make any Note payable in money other than that stated in the Notes;

(6) make any change in the provisions of the Indenture relating to waivers of past Defaults or the rights of Holders of Notes to receive payments of principal of, or interest or premium or additional interest, if any, on the Notes;

(7) waive a redemption payment with respect to any Note (other than a payment required by one of the covenants described above under the caption "— Repurchase at the Option of Holders"); or

(8) make any change in the preceding amendment and waiver provisions.

In addition, (x) any amendment to, or waiver of, the provisions of the Indenture relating to subordination that adversely affects the rights of the Holders of the Notes or (y) the release any Guarantor from any of its obligations under its Subsidiary Guarantee or the Indenture, except in accordance with the terms of the Indenture will require the consent of the Holders of at least 75% in aggregate principal amount of Notes then outstanding.

Notwithstanding the preceding, without the consent of any Holder of Notes, Radio One, the Guarantors and the trustee may amend or supplement the Indenture or the Notes:

(1) to cure any ambiguity, defect or inconsistency;

(2) to provide for uncertificated Notes in addition to or in place of certificated Notes;

(3) to provide for the assumption of Radio One's obligations to Holders of Notes in the case of a merger or consolidation or sale of all or substantially all of Radio One's assets;

(4) to make any change that would provide any additional rights or benefits to the Holders of Notes or that does not adversely affect the legal rights under the Indenture of any such Holder;

(5) to comply with requirements of the SEC in order to effect or maintain the qualification of the Indenture under the Trust Indenture Act;

(6) to provide for the issuance of Additional Notes in accordance with the limitations set forth in the Indenture as of its date; or

(7) to allow any Guarantor to execute a supplemental Indenture and/or a Guarantee with respect to the Notes.

Satisfaction and Discharge

The Indenture will be discharged and will cease to be of further effect as to all Notes issued thereunder, when:

(1) either:

(a) all Notes that have been authenticated, except lost, stolen or destroyed Notes that have been replaced or paid and Notes for whose payment money has been deposited in trust and thereafter repaid to Radio One, have been delivered to the trustee for cancellation; or

(b) all Notes that have not been delivered to the trustee for cancellation have become due and payable by reason of the mailing of a notice of redemption or otherwise or will become due and payable within one year and Radio One or any Guarantor has irrevocably deposited or caused to be deposited with the trustee as trust funds in trust solely for the benefit of the Holders, cash in U.S. dollars, non-callable Government Securities, or a combination of cash in U.S. dollars and non-callable Government Securities, in amounts as will be sufficient without consideration of any reinvestment of interest, to pay and discharge the entire indebtedness on the Notes not delivered to the trustee for cancellation for principal, premium and additional interest, if any, and accrued interest to the date of maturity or redemption;

(2) no Default or Event of Default has occurred and is continuing on the date of the deposit or will occur as a result of the deposit and the deposit will not result in a breach or violation of, or constitute a default under, any other instrument to which Radio One or any Guarantor is a party or by which Radio One or any Guarantor is bound;

(3) Radio One or any Guarantor has paid or caused to be paid all sums payable by it under the Indenture; and

(4) Radio One has delivered irrevocable instructions to the trustee under the Indenture to apply the deposited money toward the payment of the Notes at maturity or the redemption date, as the case may be.

In addition, Radio One must deliver an officers' certificate and an opinion of counsel, which may be subject to customary assumptions and exclusions, to the trustee stating that all conditions precedent to satisfaction and discharge have been satisfied.

Concerning the Trustee

If the trustee becomes a creditor of Radio One or any Guarantor, the Indenture limits its right to obtain payment of claims in certain cases, or to realize on certain property received in respect of any such claim as security or otherwise. The trustee will be permitted to engage in other transactions; however, if it acquires any conflicting interest, as defined in the Indenture or the Trust Indenture Act, it must eliminate such conflict within 90 days, apply to the SEC for permission to continue or resign.

The Holders of a majority in principal amount of the then outstanding Notes will have the right to direct the time, method and place of conducting any proceeding for exercising any remedy available to the trustee, subject to certain exceptions. The Indenture provides that in case an Event of Default occurs and is continuing, the trustee will be required, in the exercise of its power, to use the degree of care of a prudent man in the conduct of his own affairs. Subject to such provisions, the trustee will be under no obligation to exercise any of its rights or powers under the Indenture at the request of any Holder of Notes, unless such Holder has offered to the trustee security and indemnity satisfactory to it against any loss, liability or expense.

Additional Information

Anyone who receives this prospectus may obtain a copy of the Indenture and registration rights agreement without charge by writing to Radio One, Inc., 5900 Princess Garden Parkway, 7th Floor, Lanham, Maryland 20706, Attention: Investor Relations, or by sending an email message to invest@radio-one.com.

Registration Rights; Additional Interest

The following description is a summary of the material provisions of the registration rights agreement. It does not restate that agreement in its entirety. We urge you to read the proposed form of registration rights agreement in its entirety because it, and not this description, defines your registration rights as Holders of the Notes. See "— Additional Information."

Radio One, the Guarantors and the initial purchasers of the original notes (the "Initial Purchasers") entered into the registration rights agreement concurrently with the closing of the offering of the original notes. Pursuant to the registration rights agreement, Radio One agreed to file with the SEC the Exchange Offer Registration Statement on the appropriate form under the Securities Act with respect to the exchange notes. Upon the effectiveness of the Exchange Offer Registration Statement, Radio One will offer to the Holders of Transfer Restricted Securities pursuant to the Exchange Offer who are able to make certain representations the opportunity to exchange their Transfer Restricted Securities for exchange notes.

If:

(1) because of any change in law or in applicable interpretations thereof by the staff of the SEC, the Company is not permitted to effect the Exchange Offer;

(2) the Exchange Offer is not consummated within 290 days of the date of original issue of the original notes (the "Issue Date");

(3) any Initial Purchaser so requests with respect to original notes not eligible to be exchanged for exchange notes in the Exchange Offer and held by it following consummation of the Exchange Offer; or

(4) any Holder (other than an Exchanging Dealer) is not eligible to participate in the Exchange Offer or, in the case of any Holder (other than an Exchanging Dealer) that participates in the Exchange Offer, such Holder does not receive freely tradable exchange notes on the date of the exchange,

Radio One will file with the SEC a Shelf Registration Statement to cover resales of the original notes by the Holders of the notes who satisfy certain conditions relating to the provision of information in connection with the Shelf Registration Statement.

Radio One will use its best efforts to cause the applicable registration statement to be declared effective as promptly as possible by the SEC.

The registration rights agreement provides that:

(1) Radio One will use its best efforts to file an Exchange Offer Registration Statement with the SEC on or prior to 180 days after the Issue Date;

(2) Radio One will use its best efforts to have the Exchange Offer Registration Statement declared effective by the SEC on or prior to 260 days after the Issue Date;

(3) Radio One will keep the Exchange Offer Registration Statement effective for not less than 30 days (or longer, if required by applicable law) after the date notice of the Exchange Offer is mailed to the Holders; and

(4) if obligated to file the Shelf Registration Statement, Radio One will file the Shelf Registration Statement with the SEC on or prior to 30 days after required or requested to do so and will use its best efforts to cause the Shelf Registration to be declared effective by the SEC as promptly as practicable prior to 90 days after such obligation arises.

If:

(1) Radio One fails to file any of the registration statements required by the registration rights agreement on or before the 180th day after the Issue Date; or

(2) by the 260th day after the Issue Date neither the Exchange Offer Registration Statement nor the Shelf Registration Statement is declared effective by the SEC; or

(3) the Shelf Registration Statement or the Exchange Offer Registration Statement is declared effective but thereafter ceases to be effective or usable in connection with resales of Transfer Restricted Securities during the periods specified in the registration rights agreement (each such event referred to in clauses (1) through (3) above, a "Registration Default"),

then Radio One will pay additional interest ("Additional Interest") to each Holder of original notes at a rate of 0.25% per annum for the first 90-day period immediately following the occurrence of such Registration Default and at a rate of 0.5% per annum thereafter until all Registration Defaults have been cured.

All accrued Additional Interest will be paid by Radio One on each regular interest payment date with respect to the original notes.

Following the cure of all Registration Defaults, the accrual of Additional Interest will cease.

Holders of original notes will be required to make certain representations to Radio One (as described in the registration rights agreement) in order to participate in the Exchange Offer and will be required to deliver certain information to be used in connection with the Shelf Registration Statement and to provide comments on the Shelf Registration Statement within the time periods set forth in the registration rights agreement in order to have their original notes included in the Shelf Registration Statement and benefit from the provisions regarding Additional Interest set forth above. By acquiring Transfer Restricted Securities, a Holder will be deemed to have agreed to indemnify Radio One against certain losses arising out of information furnished by such Holder in writing for inclusion in any Shelf Registration Statement. Holders of original notes will also be required to suspend their use of the prospectus included in the Shelf Registration Statement under certain circumstances upon receipt of written notice to that effect from Radio One.

For purposes of the proceeding, "Transfer Restricted Securities" means each original note until (i) the date on which such Transfer Restricted Security has been exchanged by a person other than a broker-dealer for a freely transferable exchange note in the Exchange Offer, (ii) following the exchange by a broker-dealer in the Exchange Offer of an original note for an exchange note, the date on which such exchange note is sold to a purchaser who receives from such broker-dealer on or prior to the date of such sale a copy of the prospectus contained in the Exchange Offer Registration Statement, (iii) the date on which such original note has been effectively registered under the Securities Act and disposed of in

accordance with the Shelf Registration Statement or (iv) the date on which such original note is distributed to the public pursuant to Rule 144 under the Securities Act or is saleable pursuant to Rule 144(k) under the Securities Act.

Book-Entry, Delivery and Form

We will initially issue the exchange notes in the form of one or more global notes (the "Global Note"). The Global Note will be deposited with, or on behalf of, The Depository Trust Company and registered in the name of The Depository Trust Company or its nominee. You may hold your beneficial interests in the Global Note directly through The Depository Trust Company if you have an account with The Depository Trust Company or indirectly through organizations that have accounts with The Depository Trust Company, including Euroclear and Clearstream. Except as set forth below, exchange notes will be issued in registered, global form in minimum denominations of $1,000 and integral multiples of $1,000 in excess of $1,000.

Except as set forth below, the Global Note may be transferred, in whole and not in part, only to another nominee of The Depository Trust Company or to a successor of The Depository Trust Company or its nominee. Beneficial interests in the Global Note may not be exchanged for exchange notes in certificated form except in the limited circumstances described below. See "— Exchange of Book-Entry Notes for Certificated Notes." Except in the limited circumstances described below, owners of beneficial interests in the Global Notes will not be entitled to receive physical delivery of exchange notes in certificated form.

Transfers of beneficial interests in the Global Notes will be subject to the applicable rules and procedures of The Depository Trust Company and its direct or indirect participants (including, if applicable, those of Euroclear and Clearstream), which may change from time to time.

Depository Procedures

The following description of the operations and procedures of The Depository Trust Company, Euroclear and Clearstream are provided solely as a matter of convenience. These operations and procedures are solely within the control of the respective settlement systems and are subject to changes by them. We take no responsibility for these operations and procedures and urge investors to contact the system or their participants directly to discuss these matters.

The Depository Trust Company has advised us that it is a limited-purpose trust company created to hold securities for its participating organizations (collectively, the "Participants") and to facilitate the clearance and settlement of transactions in those securities between Participants through electronic book-entry changes in accounts of its Participants. The Participants include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. Access to The Depository Trust Company's system is also available to other entities such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a Participant, either directly or indirectly (collectively, the "Indirect Participants"). Persons who are not Participants may beneficially own securities held by or on behalf of The Depository Trust Company only through the Participants or the Indirect Participants. The ownership interests in, and transfers of ownership interests in, each security held by or on behalf of The Depository Trust Company are recorded on the records of the Participants and Indirect Participants.

The Depository Trust Company has also advised us that, pursuant to procedures established by it:

(1) upon deposit of the Global Notes, The Depository Trust Company will credit the accounts of Participants with portions of the principal amount of the Global Notes; and

(2) ownership of these interests in the Global Notes will be shown on, and the transfer of ownership of these interests will be effected only through, records maintained by The Depository Trust Company (with respect to the Participants) or by the Participants and the Indirect Participants (with respect to other owners of beneficial interest in the Global Notes).

Investors in the Global Notes who are Participants in The Depository Trust Company's system may hold their interests therein directly through The Depository Trust Company. Investors in the Global Notes who are not Participants may hold their interests therein indirectly through organizations (including Euroclear and Clearstream) that are Participants in such system. All interests in a Global Note, including those held through Euroclear or Clearstream, may be subject to the procedures and requirements of The Depository Trust Company. Those interests held through Euroclear or Clearstream may also be subject to the procedures and requirements of such systems. The laws of some states require that certain persons take physical delivery in definitive form of securities that they own. Consequently, the ability to transfer beneficial interests in a Global Note to such persons will be limited to that extent. Because The Depository Trust Company can act only on behalf of Participants, which in turn act on behalf of Indirect Participants, the ability of a person having beneficial interests in a Global Note to pledge such interests to persons that do not participate in The Depository Trust Company system, or otherwise take actions in respect of such interests, may be affected by the lack of a physical certificate evidencing such interests.

EXCEPT AS DESCRIBED BELOW, OWNERS OF INTEREST IN THE GLOBAL NOTES WILL NOT HAVE EXCHANGE NOTES REGISTERED IN THEIR NAMES, WILL NOT RECEIVE PHYSICAL DELIVERY OF EXCHANGE NOTES IN CERTIFICATED FORM AND WILL NOT BE CONSIDERED THE REGISTERED OWNERS OR "HOLDERS" THEREOF UNDER THE INDENTURE FOR ANY PURPOSE.

Payments in respect of the principal of, and interest, premium and Additional Interest, if any, on, a Global Note registered in the name of The Depository Trust Company or its nominee will be payable to The Depository Trust Company in its capacity as the registered Holder under the indenture. Under the terms of the indenture, we and the trustee will treat the Persons in whose names the exchange notes, including the Global Notes, are registered as the owners of the exchange notes for the purpose of receiving payments and for all other purposes. Consequently, neither we, the trustee nor any agent of us or the trustee has or will have any responsibility or liability for:

(1) any aspect of The Depository Trust Company's records or any Participant's or Indirect Participant's records relating to or payments made on account of beneficial ownership interest in the Global Notes or for maintaining, supervising or reviewing any of The Depository Trust Company's records or any Participant's or Indirect Participant's records relating to the beneficial ownership interests in the Global Notes; or

(2) any other matter relating to the actions and practices of The Depository Trust Company or any of its Participants or Indirect Participants.

The Depository Trust Company has advised us that its current practice, upon receipt of any payment in respect of securities such as the exchange notes (including principal and interest), is to credit the accounts of the relevant Participants with the payment on the payment date unless The Depository Trust Company has reason to believe it will not receive payment on such payment date. Each relevant Participant is credited with an amount proportionate to its beneficial ownership of an interest in the principal amount of the relevant security as shown on the records of The Depository Trust Company. Payments by the Participants and the Indirect Participants to the beneficial owners of exchange notes will be governed by standing instructions and customary practices and will be the responsibility of the Participants or the Indirect Participants and will not be the responsibility of The Depository Trust Company, the trustee or us. Neither we nor the trustee will be liable for any delay by The Depository Trust Company or any of its Participants in identifying the beneficial owners of the exchange notes, and we and the trustee may conclusively rely on and will be protected in relying on instructions from The Depository Trust Company or its nominee for all purposes.

Transfers between Participants in The Depository Trust Company will be effected in accordance with The Depository Trust Company's procedures, and will be settled in same-day funds, and transfers between participants in Euroclear and Clearstream will be effected in accordance with their respective rules and operating procedures.

Crossmarket transfers between the Participants in The Depository Trust Company, on the one hand, and Euroclear or Clearstream participants, on the other hand, will be effected through The Depository Trust Company in accordance with The Depository Trust Company's rules on behalf of Euroclear or Clearstream, as the case may be, by its respective depositary; however, such cross-market transactions will require delivery of instructions to Euroclear or Clearstream, as the case may be, by the counterparty in such system in accordance with the rules and procedures and within the established deadlines (Brussels time) of such system. Euroclear or Clearstream, as the case may be, will, if the transaction meets its settlement requirements, deliver instructions to its respective depositary to take action to effect final settlement on its behalf by delivering or receiving interests in the relevant Global Note in The Depository Trust Company, and making or receiving payment in accordance with normal procedures for same-day funds settlement applicable to The Depository Trust Company. Euroclear participants and Clearstream participants may not deliver instructions directly to the depositories for Euroclear or Clearstream.

The Depository Trust Company has advised us that it will take any action permitted to be taken by a holder of exchange notes only at the direction of one or more Participants to whose account The Depository Trust Company has credited the interests in the Global Notes and only in respect of such portion of the aggregate principal amount of the notes as to which such Participant or Participants has or have given such direction. However, if there is an Event of Default under the exchange notes, The Depository Trust Company reserves the right to exchange the Global Notes for legended notes in certificated form, and to distribute such notes to its Participants.

Although The Depository Trust Company, Euroclear and Clearstream have agreed to the foregoing procedures to facilitate transfers of interests in the Global Notes among participants in The Depository Trust Company, Euroclear and Clearstream, they are under no obligation to perform or to continue to perform such procedures, and may discontinue such procedures at any time. Neither we nor the trustee nor any of our respective agents will have any responsibility for the performance by The Depository Trust Company, Euroclear or Clearstream or their respective participants or indirect participants of their respective obligations under the rules and procedures governing their operations.

Same Day Settlement and Payment

We will make payments in respect of the notes represented by the Global Notes (including principal, premium, if any, and interest and Additional Interest, if any) by wire transfer of immediately available funds to the accounts specified by the Global Note holder. We will make all payments of principal, interest and premium and Additional Interest, if any, with respect to Certificated Notes by wire transfer of immediately available funds to the accounts specified by the holders of the Certificated Notes or, if no such account is specified, by mailing a check to each such holder's registered address. The notes represented by the Global Notes are expected to trade in The Depository Trust Company's Same-Day Funds Settlement System, and any permitted secondary market trading activity in such notes will, therefore, be required by The Depository Trust Company to be settled in immediately available funds. We expect that secondary trading in any Certificated Notes will also be settled in immediately available funds.

Because of time zone differences, the securities account of a Euroclear or Clearstream participant purchasing an interest in an Global Note from a Participant in The Depository Trust Company will be credited, and any such crediting will be reported to the relevant Euroclear or Clearstream participant, during the securities settlement processing day (which must be a business day for Euroclear and Clearstream) immediately following the settlement date of The Depository Trust Company. The Depository Trust Company has advised us that cash received in Euroclear or Clearstream as a result of sales of interests in an Global Note by or through a Euroclear or Clearstream participant to a Participant in The Depository Trust Company will be received with value on the settlement date of The Depository Trust Company, but will be available in the relevant Euroclear or Clearstream cash account only as of the business day for Euroclear or Clearstream following The Depository Trust Company's settlement date.

Exchange of Book-Entry Notes for Certificated Notes

The Global Notes are exchangeable for certificated notes in definitive, fully registered form without interest coupons ("Certificated Notes") only in the following limited circumstances:

- DTC (1) notifies Radio One that it is unwilling or unable to continue as depositary for the Global Note and Radio One fails to appoint a successor depositary or (2) has ceased to be a clearing agency registered under the Exchange Act.
- Radio One, at its option, notifies the trustee in writing that it elects to cause the issuance of the exchange notes in the form of Certificated Notes, or
- there shall have occurred and be continuing an Event of Default under the Indenture.

In all cases, Certificated Notes delivered in exchange for any Global Note or beneficial interests therein will be registered in the names, and issued in any approved denominations, requested by or on behalf of DTC (in accordance with its customary procedures) and will bear the applicable restrictive legend referred to in "Notice to Investors," unless Radio One determines otherwise in accordance with the Indenture and in compliance with applicable law.

Certain Definitions

Set forth below are certain defined terms used in the Indenture. Reference is made to the Indenture for a full disclosure of all such terms, as well as any other capitalized terms used herein for which no definition is provided.

"Acquired Debt" means, with respect to any specified Person:

(1) Indebtedness of any other Person existing at the time such other Person is merged with or into or became a Subsidiary of such specified Person, whether or not such Indebtedness is incurred in connection with, or in contemplation of, such other Person merging with or into, or becoming a Subsidiary of, such specified Person; and

(2) Indebtedness secured by a Lien encumbering any asset acquired by such specified Person.

"Acquisition Debt" means Indebtedness the proceeds of which are utilized solely to (x) acquire all or substantially all of the assets or a majority of the Voting Stock of an entity engaged in a Permitted Business or (y) finance an LMA (including to repay or refinance indebtedness or other obligations incurred in connection with such acquisition or LMA, as the case may be, and to pay related fees and expenses).

"Additional Notes" means Notes that are originally issued from time to time after the Issue Date pursuant to the Indenture, except for Notes authenticated and delivered upon registration of, transfer of, in exchange for or in lieu of other Notes.

"Affiliate" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, "control," as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise. For purposes of this definition, the terms "controlling," "controlled by" and "under common control with" have correlative meanings.

"Asset Sale" means:

(1) the sale, lease, conveyance or other disposition of any assets or rights, other than in the ordinary course of business; provided that the sale, conveyance or other disposition of all or substantially all of the assets of Radio One and its Subsidiaries taken as a whole will be governed by the provisions of the Indenture described above under the caption "— Repurchase at the Option of Holders — Change of Control" and/or the provisions described above under the caption "— Certain

Covenants — Merger, Consolidation or Sale of Assets" and not by the provisions of the Asset Sale covenant; and

(2) the issuance of Equity Interests in any of Radio One's Restricted Subsidiaries or the sale of Equity Interests in any of its Restricted Subsidiaries.

Notwithstanding the preceding, the following items will not be deemed to be Asset Sales:

(1) any single transaction or series of related transactions that involves assets having a fair market value of $1.0 million or less;

(2) a transfer of assets between or among Radio One and its Subsidiaries;

(3) an issuance of Equity Interests by a Subsidiary to Radio One or to another Subsidiary;

(4) the sale or lease of equipment, inventory, accounts receivable or other assets in the ordinary course of business;

(5) the sale and leaseback of any assets within 90 days of the acquisition thereof;

(6) foreclosures on assets;

(7) the disposition of equipment no longer used or useful in the business of such entity;

(8) the sale or other disposition of cash or Cash Equivalents;

(9) a Restricted Payment or Permitted Investment that is permitted by the covenant described above under the caption "— Certain Covenants — Restricted Payments;" and

(10) the licensing of intellectual property.

"Beneficial Owner" has the meaning assigned to such term in Rule 13d-3 and Rule 13d-5 under the Exchange Act, except that in calculating the beneficial ownership of any particular "person" (as that term is used in Section 13(d)(3) of the Exchange Act), such "person" will be deemed to have beneficial ownership of all securities that such "person" has the right to acquire by conversion or exercise of other securities, whether such right is currently exercisable or is exercisable only upon the occurrence of a subsequent condition. The terms "Beneficially Owns" and "Beneficially Owned" have a corresponding meaning.

"Board of Directors" means:

(1) with respect to a corporation, the board of directors of the corporation;

(2) with respect to a partnership, the board of directors of the general partner of the partnership; and

(3) with respect to any other Person, the board or committee of such Person having a similar function.

"Capital Lease Obligation" means, at the time any determination is to be made, the amount of the liability in respect of a capital lease that would at that time be required to be capitalized on a balance sheet in accordance with GAAP.

"Capital Stock" means:

(1) in the case of a corporation, corporate stock;

(2) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock;

(3) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited); and

(4) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person.

"Cash Equivalents" means:

(1) United States dollars;

(2) securities issued or directly and fully guaranteed or insured by the United States government or any agency or instrumentality of the United States government having maturities of not more than one year from the date of acquisition;

(3) certificates of deposit and eurodollar time deposits with maturities of one year or less from the date of acquisition, bankers' acceptances with maturities not exceeding one year and overnight bank deposits, in each case, with any lender party to the Credit Facility or any domestic commercial bank having capital and surplus in excess of $500.0 million and a Thomson Bank Watch Rating of "B" or better;

(4) repurchase obligations with a term of not more than 30 days for underlying securities of the types described in clauses (2) and (3) above entered into with any financial institution meeting the qualifications specified in clause (3) above;

(5) commercial paper having one of the two highest ratings obtainable from Moody's Investors Service, Inc. or Standard & Poor's Rating Services and in each case maturing within one year after the date of acquisition; and

(6) money market funds at least 95% of the assets of which constitute Cash Equivalents of the kinds described in clauses (1) through (5) of this definition.

"Change of Control" means the occurrence of any of the following:

(1) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of Radio One and its Restricted Subsidiaries, taken as a whole to any "person" (as that term is used in Section 13(d)(3) of the Exchange Act) other than a Principal or a Related Party of a Principal;

(2) the adoption of a plan relating to the liquidation or dissolution of Radio One;

(3) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any "person" (as defined above), other than the Principals and their Related Parties, becomes the Beneficial Owner, directly or indirectly, of more than 50% of the Voting Stock of Radio One, measured by voting power rather than number of shares; or

(4) the first day on which a majority of the members of the Board of Directors of Radio One are not Continuing Directors.

"Consolidated Cash Flow" means, with respect to any specified Person for any period, the Consolidated Net Income of such Person for such period plus:

(1) an amount equal to any extraordinary loss plus any net loss, together with any related provision for taxes, realized by such Person or any of its Restricted Subsidiaries in connection with (a) an Asset Sale (including any sale and leaseback transaction), or (b) the disposition of any securities by such Person or any of the Restricted Subsidiaries or the extinguishment of any Indebtedness of such Person or any of the Restricted Subsidiaries, to the extent such losses were deducted in computing such Consolidated Net Income; plus

(2) provision for taxes based on income or profits of such Person and its Restricted Subsidiaries for such period, to the extent that such provision for taxes was deducted in computing such Consolidated Net Income; plus

(3) consolidated interest expense of such Person and its Restricted Subsidiaries for such period, whether paid or accrued and whether or not capitalized (including, without limitation, amortization of debt issuance costs and original issue discount, non-cash interest payments, the interest component of any deferred payment obligations, the interest component of all payments associated with Capital Lease Obligations, imputed interest with respect to obligations with respect to any sale and leaseback transaction, all fees, including but not limited to agency fees, letter of credit fees, commitment fees, commissions, discounts and other fees and charges incurred in respect of Indebtedness and net of the effect of all payments made or received pursuant to Hedging Obligations), to the extent that any such expense was deducted in computing such Consolidated Net Income; plus

(4) depreciation, amortization (including non-cash employee and officer equity compensation expenses, amortization of goodwill and other intangibles, amortization of programming costs and barter expenses, but excluding amortization of prepaid cash expenses that were paid in a prior period) and other non-cash expenses (excluding any such non-cash expense to the extent that it represents amortization of a prepaid cash expense that was paid in a prior period) of such Person and its Restricted Subsidiaries for such period to the extent that such depreciation, amortization and other non-cash expenses were deducted in computing such Consolidated Net Income; plus

(5) any extraordinary or non-recurring expenses of such Person and the Restricted Subsidiaries for such period to the extent that such charges were deducted in computing such Consolidated Net Income; plus

(6) any non-capitalized transaction costs incurred in connection with actual or proposed financings, acquisitions or transactions; minus

(7) non-cash items increasing such Consolidated Net Income for such period, other than the accrual of revenue in the ordinary course of business; minus

(8) cash payments related to non-cash charges that increased Consolidated Cash Flow in any prior period; minus

(9) barter revenues,

in each case, on a consolidated basis and determined in accordance with GAAP.

Notwithstanding the preceding, the provision for taxes based on the income or profits of, and the depreciation and amortization and other non-cash expenses of, a Subsidiary of Radio One will be added to Consolidated Net Income to compute Consolidated Cash Flow of Radio One only to the extent that a corresponding amount would be permitted at the date of determination to be dividended to Radio One by such Subsidiary without prior governmental approval (that has not been obtained), and without direct or indirect restriction pursuant to the terms of its charter and all agreements, instruments, judgments, decrees, orders, statutes, rules and governmental regulations applicable to that Subsidiary or its stockholders.

“Consolidated Interest Expense” means, with respect to any Person for any period, the sum, without duplication of:

(1) the consolidated interest expense of such Person and the Restricted Subsidiaries for such period, whether paid or accrued (including, without limitation, amortization of original issue discount, non-cash interest payments, the interest component of any deferred payment obligations, the interest component of all payments associated with Capital Lease Obligations, imputed interest with respect to commissions, discounts and other fees and charges incurred in respect of letter of credit or bankers’ acceptance financings, and net payments (if any) pursuant to Hedging Obligations);

(2) the consolidated interest expense of such Person and the Restricted Subsidiaries that was capitalized during such period;

(3) any interest expense on Indebtedness of another Person that is guaranteed by such Person or any of the Restricted Subsidiaries or secured by a Lien on assets of such Person or any of the Restricted Subsidiaries (whether or not such guarantee or Lien is called upon); and

(4) the product of:

(a) all cash dividend payments (and non-cash dividend payments in the case of a Person that is a Restricted Subsidiary) on any series of preferred stock of such Person or any of the Restricted Subsidiaries, times

(b) a fraction, the numerator of which is one and the denominator of which is one minus the then current combined federal, state and local statutory tax rate of such Person, expressed as a decimal, in each case, on a consolidated basis and in accordance with GAAP.

"Consolidated Net Income" means, with respect to any specified Person for any period, the aggregate of the Net Income of such Person and its Restricted Subsidiaries for such period, on a consolidated basis, determined in accordance with GAAP; provided that:

(1) the Net Income of any Unrestricted Subsidiary will be excluded, whether or not distributed to the specified Person or a Restricted Subsidiary of the Person;

(2) the Net Income of any Restricted Subsidiary will be excluded to the extent that the declaration or payment of dividends or similar distributions by that Restricted Subsidiary of that Net Income is not at the date of determination permitted without any prior governmental approval (that has not been obtained) or, directly or indirectly, by operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to that Restricted Subsidiary or its stockholders;

(3) the Net Income of any Person acquired in a pooling of interests transaction for any period prior to the date of such acquisition will be excluded; and

(4) the cumulative effect of a change in accounting principles will be excluded.

"Consolidated Net Worth" means, with respect to any specified Person, the stockholders' equity of such Person and its Restricted Subsidiaries, as determined on a consolidated basis in accordance with GAAP, less (to the extent included in stockholders' equity) amounts attributable to Disqualified Stock of such Person or its Restricted Subsidiaries.

"Continuing Directors" means, as of any date of determination, any member of the Board of Directors of Radio One who:

(1) was a member of or nominated to such Board of Directors on the date of the Indenture; or

(2) was nominated for election by either (a) one or more of the Principals or (b) the Board of Directors of Radio One, a majority of whom were members of or nominated to the Board of Directors on the date of the Indenture or whose election or nomination for election was previously approved by one or more of the Principals beneficially owning at least 25% of the Voting Stock of Radio One (determined by reference to voting power and not number of shares held) or such directors.

"Credit Agreement" means that certain Second Amended and Restated Credit Agreement, dated as of July 17, 2000, by and among Radio One, the guarantors party thereto, Bank of America, N.A., as administrative agent and the lenders party thereto, including any related notes, guarantees, collateral documents, instruments and agreements executed in connection therewith, as amended, modified, renewed, refunded, replaced or refinanced from time to time (including any increase in principal amount).

"Credit Facilities" means, one or more debt facilities (including, without limitation, the Credit Agreement) or commercial paper facilities, in each case with banks or other institutional lenders providing for revolving credit loans, term loans, receivables financing (including through the sale of receivables to such lenders or to special purpose entities formed to borrow from such lenders against such receivables) or

letters of credit, in each case, as amended, restated, modified, renewed, refunded, replaced or refinanced in whole or in part from time to time (including any increase in principal amount).

"Default" means any event that is, or with the passage of time or the giving of notice or both would be, an Event of Default.

"Designated Senior Debt" means:

(1) any Indebtedness outstanding under the Credit Agreement; and

(2) any other Senior Debt permitted under the Indenture the principal amount of which is $25.0 million or more (or otherwise available under a committed facility) and that has been designated by Radio One or a Guarantor as "Designated Senior Debt."

"Disqualified Stock" means any Capital Stock that, by its terms (or by the terms of any security into which it is convertible, or for which it is exchangeable, in each case at the option of the holder of the Capital Stock), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or redeemable at the option of the holder of the Capital Stock, in whole or in part, on or prior to the date on which the Notes mature. Notwithstanding the preceding sentence, any Capital Stock that would constitute Disqualified Stock solely because the holders of the Capital Stock have the right to require Radio One to repurchase such Capital Stock upon the occurrence of a change of control or an asset sale will not constitute Disqualified Stock if the terms of such Capital Stock provide that Radio One may not repurchase or redeem any such Capital Stock pursuant to such provisions unless such repurchase or redemption complies with the covenant described above under the caption "— Certain Covenants — Restricted Payments."

"Domestic Subsidiary" means any Restricted Subsidiary of Radio One that was formed under the laws of the United States or any state of the United States or the District of Columbia or that guarantees or otherwise provides direct credit support for any Indebtedness of Radio One.

"Equity Interests" means Capital Stock and all warrants, options or other rights to acquire Capital Stock (but excluding any debt security that is convertible into, or exchangeable for, Capital Stock).

"Equity Offering" means an offering of Capital Stock (other than Disqualified Stock) of Radio One or one of its Subsidiaries, the net proceeds of which are contributed to Radio One, in each case to any Person that is not an Affiliate of Radio One, which offering results in at least $25.0 million of net aggregate proceeds to Radio One.

"Existing Indebtedness" means Indebtedness of Radio One and its Restricted Subsidiaries (other than Indebtedness under the Credit Agreement) in existence on the date of the Indenture.

"Existing Preferred Stock" means the 6½% Convertible Preferred Remarketable Term Income Deferrable Equity Securities of Radio One pursuant to the Certificate of Designations filed with the State of Delaware on July 13, 2000, as in effect on the date of the Indenture.

"GAAP" means generally accepted accounting principles in the United States set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as have been approved by a significant segment of the accounting profession, which are in effect on the date of the Indenture.

"Guarantee" means a guarantee other than by endorsement of negotiable instruments for collection in the ordinary course of business, direct or indirect, in any manner including, without limitation, by way of a pledge of assets or through letters of credit or reimbursement agreements in respect thereof, of all or any part of any Indebtedness.

"Guarantors" means each of:

(1) Radio One's Restricted Subsidiaries on the date of the Indenture; and

(2) any other subsidiary of Radio One that executes a Subsidiary Guarantee in accordance with the provisions of the Indenture; and their respective successors and assigns.

"Hedging Obligations" means, with respect to any specified Person, the obligations of such Person under:

(1) interest rate swap agreements, interest rate cap agreements and interest rate collar agreements; and

(2) other agreements or arrangements designed to protect such Person against fluctuations in currency exchange rates or interest rates.

"Holder" means any Person in whose name a Note is registered.

"Indebtedness" means, with respect to any specified Person, any indebtedness of such Person, whether or not contingent:

(1) in respect of borrowed money;

(2) evidenced by bonds, Notes, debentures or similar instruments or letters of credit (or reimbursement agreements in respect thereof);

(3) in respect of banker's acceptances;

(4) representing Capital Lease Obligations;

(5) representing the balance deferred and unpaid of the purchase price of any property, except any such balance that constitutes an accrued expense or trade payable; or

(6) representing any Hedging Obligations,

if and to the extent any of the preceding items (other than letters of credit and Hedging Obligations) would appear as a liability upon a balance sheet of the specified Person prepared in accordance with GAAP. In addition, the term "Indebtedness" includes all Indebtedness of others secured by a Lien on any asset of the specified Person (whether or not such Indebtedness is assumed by the specified Person) and, to the extent not otherwise included, the Guarantee by the specified Person of any indebtedness of any other Person; provided that Indebtedness shall not include the pledge of the Capital Stock of an Unrestricted Subsidiary securing Non-Recourse Debt of that Unrestricted Subsidiary; and, provided further, in no event shall the Existing Preferred Stock (including all accrued dividends thereon) be deemed Indebtedness.

The amount of any Indebtedness outstanding as of any date will be:

(1) the accreted value of the Indebtedness, in the case of any Indebtedness issued with original issue discount; and

(2) the principal amount of the Indebtedness, together with any interest on the Indebtedness that is more than 30 days past due, in the case of any other Indebtedness.

"Investments" means, with respect to any Person, all direct or indirect investments by such Person in other Persons (including Affiliates) in the forms of loans (including Guarantees or other obligations), advances or capital contributions (excluding commission, travel and similar advances to officers and employees made in the ordinary course of business), purchases or other acquisitions for consideration of Indebtedness, Equity Interests or other securities, together with all items that are or would be classified as investments on a balance sheet prepared in accordance with GAAP. If Radio One or any Subsidiary of Radio One sells or otherwise disposes of any Equity Interests of any direct or indirect Subsidiary of Radio One such that, after giving effect to any such sale or disposition, such Person is no longer a Subsidiary of Radio One, Radio One will be deemed to have made an Investment on the date of any such sale or

disposition equal to the fair market value of the Equity Interests of such Subsidiary not sold or disposed of in an amount determined as provided in the final paragraph of the covenant described above under the caption "— Certain Covenants — Restricted Payments."

"Leverage Ratio" means the ratio of (i) the aggregate outstanding amount of Indebtedness of each of Radio One and the Restricted Subsidiaries as of the last day of the most recently ended fiscal quarter for which financial statements are internally available as of the date of calculation on a combined consolidated basis in accordance with GAAP (subject to the terms described in the next paragraph) plus the aggregate liquidation preference of all outstanding Disqualified Stock of Radio One and preferred stock of the Restricted Subsidiaries (except preferred stock issued to Radio One or a Restricted Subsidiary) as of the last day of such fiscal quarter to (ii) the aggregate Consolidated Cash Flow of Radio One for the last four full fiscal quarters for which financial statements are internally available ending on or prior to the date of determination (the "Reference Period").

For purposes of this definition, the aggregate outstanding principal amount of Indebtedness of Radio One and the Restricted Subsidiaries and the aggregate liquidation preference of all outstanding preferred stock of the Restricted Subsidiaries for which such calculation is made shall be determined on a pro forma basis as if the Indebtedness and preferred stock giving rise to the need to perform such calculation had been incurred and issued and the proceeds therefrom had been applied, and all other transactions in respect of which such Indebtedness is being incurred or preferred stock is being issued had occurred, on the first day of such Reference Period. In addition to the foregoing, for purposes of this definition, the Leverage Ratio shall be calculated on a pro forma basis after giving effect to (i) the incurrence of the Indebtedness of such Person and the Restricted Subsidiaries and the issuance of the preferred stock of such Subsidiaries (and the application of the proceeds therefrom) giving rise to the need to make such calculation and any incurrence (and the application of the proceeds therefrom) or repayment of other Indebtedness or preferred stock, at any time subsequent to the beginning of the Reference Period and on or prior to the date of determination (including any such incurrence or issuance which is the subject of an Incurrence Notice delivered to the Trustee during such period pursuant to clause (12) of the definition of Permitted Debt), as if such incurrence or issuance (and the application of the proceeds thereof), or the repayment, as the case may be, occurred on the first day of the Reference Period (except that, in making such computation, the amount of Indebtedness under any revolving credit facility shall be computed based upon the average balance of such Indebtedness at the end of each month during such period) and (ii) any acquisition at any time on or subsequent to the first day of the Reference Period and on or prior to the date of determination (including any such incurrence or issuance which is the subject of an Incurrence Notice delivered to the Trustee during such period pursuant to clause (12) of the definition of Permitted Debt), as if such acquisition (including the incurrence, assumption or liability for any such Indebtedness and the issuance of such preferred stock and also including any Consolidated Cash Flow associated with such acquisition) occurred on the first day of the Reference Period giving pro forma effect to any non-recurring expenses, non-recurring costs and cost reductions within the first year after such acquisition Radio One reasonably anticipates in good faith if Radio One delivers to the Trustee an officer's certificate executed by the chief financial or accounting officer of Radio One certifying to and describing and quantifying with reasonable specificity such non-recurring expenses, non-recurring costs and cost reductions. Furthermore, in calculating Consolidated Interest Expense for purposes of the calculation of Consolidated Cash Flow, (a) interest on Indebtedness determined on a fluctuating basis as of the date of determination (including Indebtedness actually incurred on the date of the transaction giving rise to the need to calculate the Leverage Ratio) and which will continue to be so determined thereafter shall be deemed to have accrued at a fixed rate per annum equal to the rate of interest on such Indebtedness as in effect on the date of determination and (b) notwithstanding (a) above, interest determined on a fluctuating basis, to the extent such interest is covered by Hedging Obligations, shall be deemed to accrue at the rate per annum resulting after giving effect to the operation of such agreements.

"Lien" means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law, including any conditional sale or other title retention agreement, any lease in the

nature thereof, any option or other agreement to sell or give a security interest in and any filing of or agreement to give any financing statement under the Uniform Commercial Code (or equivalent statutes) of any jurisdiction.

"LMA" means a local marketing arrangement, joint sales agreement, time brokerage agreement, shared services agreement, management agreement or similar arrangement pursuant to which a Person, subject to customary preemption rights and other limitations (i) obtains the right to sell a portion of the advertising inventory of a radio station of which a third party is the licensee, (ii) obtains the right to exhibit programming and sell advertising time during a portion of the air time of a radio station or (iii) manages a portion of the operations of a radio station.

"Named Executive Officer" means Alfred C. Liggins, III, Scott R. Royster or Linda J. Eckard Vilardo.

"Net Income" means, with respect to any specified Person, the net income (loss) of such Person, determined in accordance with GAAP and before any reduction in respect of preferred stock dividends, excluding, however:

(1) any gain (but not loss), together with any related provision for taxes on such gain (but not loss), realized in connection with: (a) any Asset Sale; or (b) the disposition of any securities by such Person or any of its Restricted Subsidiaries or the extinguishment of any Indebtedness of such Person or any of its Restricted Subsidiaries; and

(2) any extraordinary gain (but not loss), together with any related provision for taxes on such extraordinary gain (but not loss).

"Net Proceeds" means the aggregate cash proceeds received by Radio One or any of its Restricted Subsidiaries in respect of any Asset Sale (including, without limitation, any cash received upon the sale or other disposition of any non-cash consideration received in any Asset Sale), net of (i) the direct costs relating to such Asset Sale, including, without limitation, legal, accounting and investment banking fees, and sales commissions, and any relocation expenses incurred as a result of the Asset Sale, (ii) taxes paid or payable as a result of the Asset Sale, in each case, after taking into account any available tax credits or deductions and any tax sharing arrangements, (iii) amounts required to be applied to the repayment of Indebtedness, other than Senior Debt secured by a Lien on the asset or assets that were the subject of such Asset Sale and (iv) any reserve for adjustment in respect of the sale price of such asset or assets established in accordance with GAAP.

"Non-Recourse Debt" means Indebtedness:

(1) as to which neither Radio One, the Guarantors, nor any of the Restricted Subsidiaries (a) provides credit support of any kind (including any undertaking, agreement or instrument that would constitute Indebtedness), (b) is directly or indirectly liable as a guarantor or otherwise, or (c) constitutes the lender; and

(2) no default with respect to which (including any rights that the holders of the Indebtedness may have to take enforcement action against an Unrestricted Subsidiary) would permit upon notice, lapse of time or both any holder of any other Indebtedness (other than the Notes) of Radio One, the Guarantors, or any of the Restricted Subsidiaries to declare a default on such other Indebtedness or cause the payment of the Indebtedness to be accelerated or payable prior to its stated maturity.

"Note" or "Notes" means the original notes, the exchange notes and any Additional Notes.

"Obligations" means any principal, interest, penalties, fees, indemnifications, reimbursements, damages and other liabilities payable under the documentation governing any Indebtedness and in all cases whether direct or indirect, absolute or contingent, now outstanding or hereafter created, assumed or incurred and including, without limitation, interest accruing subsequent to the filing of a petition in bankruptcy or the commencement of any insolvency, reorganization or similar proceedings at the rate

provided in the relevant documentation, whether or not an allowed claim, and any obligation to redeem or defease any of the foregoing.

"Permitted Asset Swap" means, with respect to any Person, the substantially concurrent exchange of assets of such Person (including Equity Interests of a Restricted Subsidiary) for assets of another Person, which assets are useful to the business of such aforementioned Person.

"Permitted Business" means any business engaged in by Radio One or its Restricted Subsidiaries as of the Closing Date or any business reasonably related, ancillary or complementary thereto (including, without limitation, any media-related business).

"Permitted Investments" means:

(1) any Investment in Radio One or in a Restricted Subsidiary;

(2) any Investment made prior to the date of the Indenture;

(3) any Investment in Cash Equivalents;

(4) any Investment by Radio One or any Restricted Subsidiary in a Person, if as a result of such Investment:

(a) such Person becomes a Restricted Subsidiary of Radio One; or

(b) such Person is merged, consolidated or amalgamated with or into, or transfers or conveys substantially all of its assets to, or is liquidated into, Radio One or a Restricted Subsidiary;

(5) any Investment made as a result of the receipt of non-cash consideration from an Asset Sale that was made pursuant to and in compliance with the covenant described above under the caption "— Repurchase at the Option of Holders — Asset Sales;"

(6) any acquisition of assets (including Investments in Unrestricted Subsidiaries) solely in exchange for the issuance of Equity Interests (other than Disqualified Stock) of Radio One;

(7) notes and accounts receivable incurred in the ordinary course of business and any Investments received in compromise of obligations of such persons incurred in the ordinary course of trade creditors or customers that were incurred in the ordinary course of business, including pursuant to any plan of reorganization or similar arrangement upon the bankruptcy or insolvency of any trade creditor or customer;

(8) Hedging Obligations;

(9) guarantees of loans to management incurred pursuant to clause (13) of the definition of Permitted Debt;

(10) loans and advances to employees of Radio One or any Restricted Subsidiary in the ordinary course of business not in excess of $10.0 million in aggregate principal amount at any time outstanding;

(11) any Investment made after the date of the Indenture in Reach Media, Inc., a Texas corporation, in an amount not to exceed $56.1 million (each such Investment being measured as of the date made and without giving effect to subsequent changes in value);

(12) any Investment made after the date of the Indenture in TV One, LLC, a Delaware limited liability company, in an amount not to exceed $37.0 million (each such Investment being measured as of the date made and without giving effect to subsequent changes in value);

(13) Investments in Permitted Businesses so long as after giving effect to such Investment and all other Investments made in reliance on this clause (13), the aggregate amount of all Investments made in reliance on this clause (13) does not exceed 10% of Radio One's Consolidated Net Worth at

the time of such Investment (each such Investment being measured as of the date made and without giving effect to subsequent changes in value);

(14) other Investments in any Person having an aggregate fair market value (measured on the date each such Investment was made and without giving effect to subsequent changes in value), when taken together with all other Investments made pursuant to this clause (14) that are at the time outstanding not to exceed $30.0 million.

"Permitted Junior Securities" means:

(1) Equity Interests in Radio One or, subject to the provisions of the Credit Agreement, any Guarantor; or

(2) debt securities that are subordinated to all Senior Debt and any debt securities issued in exchange for Senior Debt to substantially the same extent as, or to a greater extent than, the Notes and the Subsidiary Guarantees are subordinated to Senior Debt under the Indenture.

"Permitted Liens" means:

(1) Liens of Radio One and any Guarantor securing Indebtedness and other Obligations under Credit Facilities that were securing Senior Debt that was permitted by the terms of the Indenture to be incurred;

(2) Liens in favor of Radio One or the Guarantors;

(3) Liens on property of a Person existing at the time such Person is merged with or into or consolidated with Radio One or any Restricted Subsidiary of Radio One; provided that such Liens were in existence prior to the contemplation of such merger or consolidation and do not extend to any assets other than those of the Person merged into or consolidated with Radio One or the Subsidiary;

(4) Liens on property existing at the time of acquisition of the property by Radio One or any Restricted Subsidiary of Radio One, provided that such Liens were in existence prior to the contemplation of such acquisition;

(5) Liens to secure the performance of statutory obligations, surety or appeal bonds, performance bonds or other obligations of a like nature incurred in the ordinary course of business;

(6) Liens to secure Indebtedness (including Capital Lease Obligations) permitted by clause (4) of the second paragraph of the covenant entitled "— Certain Covenants — Incurrence of Indebtedness and Issuance of Preferred Stock" covering only the assets acquired with such Indebtedness;

(7) Liens existing on the date of the Indenture;

(8) Liens for taxes, assessments or governmental charges or claims that are not yet delinquent or that are being contested in good faith by appropriate proceedings promptly instituted and diligently concluded; provided that any reserve or other appropriate provision as is required in conformity with GAAP has been made therefor;

(9) Liens incurred in the ordinary course of business of Radio One or any Restricted Subsidiary with respect to obligations that do not exceed $5.0 million at any one time outstanding;

(10) Liens on assets of Unrestricted Subsidiaries that secure Non-Recourse Debt of Unrestricted Subsidiaries;

(11) Liens to secure Indebtedness that is pari passu in right of payment with the Notes, provided that the Notes are equally and ratably secured thereby;

(12) Liens securing Permitted Refinancing Indebtedness where the liens securing indebtedness being refinanced were permitted under the Indenture;

(13) easements, rights-of-way, zoning and similar restrictions and other similar encumbrances or title defects incurred or imposed, as applicable, in the ordinary course of business and consistent with industry practices;

(14) any interest or title of a lessor under any Capital Lease Obligation;

(15) Liens securing reimbursement obligations with respect to commercial letters of credit which encumber documents and other property relating to letters of credit and products and proceeds thereof;

(16) Liens encumbering deposits made to secure obligations arising from statutory, regulatory, contractual or warranty obligations, including rights of offset and set-off;

(17) Liens securing Hedging Obligations which Hedging Obligations relate to Indebtedness that is otherwise permitted under the Indenture;

(18) leases or subleases granted to others;

(19) Liens under licensing agreements;

(20) Liens arising from filing Uniform Commercial Code financing statements regarding leases;

(21) judgment Liens not giving rise to an Event of Default;

(22) Liens encumbering property of Radio One or a Restricted Subsidiary consisting of carriers, warehousemen, mechanics, materialmen, repairmen, and landlords, and other Liens arising by operation of law and incurred in the ordinary course of business for sums which are not overdue or which are being contested in good faith by appropriate proceedings and (if so contested) for which appropriate reserves with respect thereto have been established and maintained on the books of Radio One or a Restricted Subsidiary in accordance with GAAP; and

(23) Liens encumbering property of Radio One or a Restricted Subsidiary incurred in the ordinary course of business in connection with workers' compensation, unemployment insurance, or other forms of governmental insurance or benefits, or to secure performance of bids, tenders, statutory obligations, leases, and contracts (other than for Indebtedness) entered into in the ordinary course of business of Radio One or a Restricted Subsidiary.

"Permitted Refinancing Indebtedness" means any Indebtedness of Radio One or any of its Restricted Subsidiaries issued in exchange for, or the net proceeds of which are used to extend, refinance, renew, replace, defease or refund other Indebtedness of Radio One or any of its Restricted Subsidiaries (other than intercompany Indebtedness); provided that:

(1) the principal amount (or accreted value, if applicable) of such Permitted Refinancing Indebtedness does not exceed the principal amount (or accreted value, if applicable) of the Indebtedness extended, refinanced, renewed, replaced, defeased or refunded (plus all accrued interest on the Indebtedness and the amount of all expenses and premiums incurred in connection therewith);

(2) such Permitted Refinancing Indebtedness has a final maturity date later than the final maturity date of, and has a Weighted Average Life to Maturity equal to or greater than the Weighted Average Life to Maturity of, the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded;

(3) if the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded is subordinated in right of payment to the Notes, such Permitted Refinancing Indebtedness has a final maturity date later than the final maturity date of, and is subordinated in right of payment to, the Notes on terms at least as favorable to the Holders of Notes as those contained in the documentation governing the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded; and

(4) such Indebtedness is incurred either by Radio One or by the Restricted Subsidiary who is the obligor on the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded.

"Person" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, limited liability company or government or other entity.

"Principals" means Catherine L. Hughes and Alfred C. Liggins, III.

"Related Party" means:

(1) any controlling stockholder, 80% (or more) owned Subsidiary, or immediate family member (in the case of an individual) of any Principal; or

(2) any trust, corporation, partnership or other entity, the beneficiaries, stockholders, partners, owners or Persons beneficially holding an 80% or more controlling interest of which consist of any one or more Principals and/or such other Persons referred to in the immediately preceding clause (1).

"Restricted Investment" means an Investment other than a Permitted Investment.

"Restricted Subsidiary" means, except Home Plate Suites, LLC and Radio One Cable Holdings, Inc., all current and future Domestic Subsidiaries of Radio One, other than Unrestricted Subsidiaries.

"Senior Debt" means:

(1) all Indebtedness of Radio One or any Guarantor outstanding under the Credit Facility and all Hedging Obligations with respect thereto;

(2) any other Indebtedness of Radio One or any Guarantor permitted to be incurred under the terms of the Indenture, unless the instrument under which such Indebtedness is incurred expressly provides that it is on a parity with or subordinated in right of payment to the Notes or any Subsidiary Guarantee; and

(3) all Obligations with respect to the items listed in the preceding clauses (1) and (2).

Notwithstanding anything to the contrary in the preceding, Senior Debt will not include:

(1) any liability for federal, state, local or other taxes owed or owing by Radio One or any Guarantor;

(2) any intercompany Indebtedness of Radio One or any of its Restricted Subsidiaries to Radio One or any of its Affiliates;

(3) any trade payables; or

(4) the portion of any Indebtedness that is incurred in violation of the Indenture.

"Significant Subsidiary" means any Subsidiary that would be a "significant subsidiary" as defined in Article 1, Rule 1-02 of Regulation S-X, promulgated pursuant to the Securities Act, as such Regulation is in effect on the date hereof.

"Stated Maturity" means, with respect to any installment of interest or principal on any series of Indebtedness, the date on which the payment of interest or principal was scheduled to be paid in the original documentation governing such Indebtedness, and will not include any contingent obligations to repay, redeem or repurchase any such interest or principal prior to the date originally scheduled for the payment thereof.

"Subsidiary" means, with respect to any specified Person:

(1) any corporation, association or other business entity of which more than 50% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees of the corporation, association or other business entity is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person (or a combination thereof); and

(2) any partnership (a) the sole general partner or the managing general partner of which is such Person or a Subsidiary of such Person or (b) the only general partners of which are that Person or one or more Subsidiaries of that Person (or any combination thereof).

"Subsidiary Guarantees" means the Guarantees by the Guarantors of the Notes.

"Unrestricted Subsidiary" means any Subsidiary of Radio One that is designated by the Board of Directors as an Unrestricted Subsidiary pursuant to a resolution of the Board of Directors, but only to the extent that such Subsidiary:

(1) has no Indebtedness other than Non-Recourse Debt;

(2) is not party to any agreement, contract, arrangement or understanding with Radio One or any Restricted Subsidiary unless the terms of any such agreement, contract, arrangement or understanding are no less favorable to Radio One or such Restricted Subsidiary than those that might be obtained at the time from Persons who are not Affiliates of Radio One;

(3) is a Person with respect to which neither Radio One nor any of the Restricted Subsidiaries has any direct or indirect obligation to maintain or preserve such Person's financial condition or to cause such Person to achieve any specified levels of operating results; and

(4) has not guaranteed or otherwise directly or indirectly provided credit support for any Indebtedness of Radio One or any of the Restricted Subsidiaries.

Any designation of a Subsidiary of Radio One as an Unrestricted Subsidiary will be evidenced to the trustee by filing with the trustee a certified copy of the Board Resolution giving effect to such designation and an officers' certificate certifying that such designation complied with the preceding conditions and was permitted by the covenant described above under the caption "— Certain Covenants — Restricted Payments." If, at any time, any Unrestricted Subsidiary would fail to meet the preceding requirements as an Unrestricted Subsidiary, it will thereafter cease to be an Unrestricted Subsidiary for purposes of the Indenture and any Indebtedness of such Subsidiary will be deemed to be incurred by a Restricted Subsidiary as of such date and, if such Indebtedness is not permitted to be incurred as of such date under the covenant described under the caption "— Certain Covenants — Incurrence of Indebtedness and Issuance of Preferred Stock," Radio One will be in default of such covenant. The Board of Directors of Radio One may at any time designate any Unrestricted Subsidiary to be a Restricted Subsidiary; provided that such designation will be deemed to be an incurrence of Indebtedness by a Restricted Subsidiary of any outstanding Indebtedness of such Unrestricted Subsidiary and such designation will only be permitted if (1) such Indebtedness is permitted under the covenant described under the caption "— Certain Covenants — Incurrence of Indebtedness and Issuance of Preferred Stock," calculated on a pro forma basis as if such designation had occurred at the beginning of the four-quarter reference period; and (2) no Default or Event of Default would be in existence following such designation.

"Voting Stock" of any Person as of any date means the Capital Stock of such Person that is at the time entitled to vote in the election of the Board of Directors of such Person.

"Weighted Average Life to Maturity" means, when applied to any Indebtedness at any date, the number of years obtained by dividing:

(1) the sum of the products obtained by multiplying (a) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect of the Indebtedness, by (b) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment; by

(2) the then outstanding principal amount of such Indebtedness.

"Wholly Owned Restricted Subsidiary" of any specified Person means a Restricted Subsidiary of such Person all of the outstanding Capital Stock or other ownership interests of which (other than directors' qualifying shares) will at the time be owned by such Person or by one or more Wholly Owned Restricted Subsidiaries of such Person.

DESCRIPTION OF OTHER INDEBTEDNESS

Bank Credit Facility

Our credit agreement provides for a bank credit facility under which we may borrow up to $800.0 million from a group of banking institutions. The bank credit facility consists of term loans in an amount of $300.0 million and revolving credit loans in an amount of up to $500 million that may be borrowed on a revolving basis. As of June 13, 2005, we had $437.5 million of total indebtedness under the bank credit facility. Borrowings under the bank credit facility are subject to compliance with provisions of the credit agreement, including but not limited to the financial covenants. Borrowings under the bank credit facility may be entirely of LIBOR Loans, Alternate Base Rate ("ABR") Loans or a combination thereof.

The term loans have scheduled quarterly amortization payments payable on the last day of each fiscal quarter. Under this quarterly amortization schedule, 2.5% of the original term loan principal amount is payable in 2007, 12.5% of such amount is payable in 2008, 22.5% of such amount is payable in 2009, 25% of such amount is payable in each of 2010 and 2011, with the final 12.5% due in 2012, provided the 8⅞% senior subordinated notes due 2011 have been refinanced or repurchased by December 31, 2010. In addition, we are required to prepay the term loans with the net cash proceeds of certain asset sales and insurance awards (subject to a $5 million exclusion and the right to reinvest such proceeds within specified time periods), the net cash proceeds of certain incurrences of indebtedness (excluding permitted indebtedness), and, if the ratio of total debt to adjusted EBITDA exceeds 6.25 to 1.0 as of the end of any fiscal year after December 31, 2005, 50% of excess cash flow for such fiscal year.

The loans under our bank credit facility will be due on the earliest to occur of (i) June 30, 2012 and (ii) six months prior to the scheduled maturity of our 8⅞% senior subordinated notes unless those senior subordinated notes have been refinanced or repurchased prior to such date.

All amounts under the bank credit facility are guaranteed by each of our direct and indirect restricted subsidiaries. The bank credit facility is secured by a perfected first priority secured interest in: (1) substantially all of the tangible and intangible assets of Radio One and our direct and indirect restricted subsidiaries including, without limitation, any and all FCC licenses to the maximum extent permitted by law, but excluding real estate assets, and (2) all of the equity interests of our direct and indirect restricted subsidiaries, including all warrants or options and other similar securities to purchase such securities. Radio One will also grant a security interest in all money (including interest), instruments and securities at any time held or acquired in connection with a cash collateral account established pursuant to the credit agreement, together with all proceeds thereof.

The interest rates on the borrowings under the bank credit facility are based on the ratio of total debt to adjusted EBITDA with a maximum margin above ABR of 0.500% with respect to ABR Loans, and a maximum margin above LIBOR of 1.500% with respect to LIBOR Loans. Interest on LIBOR Loans is based on a 360-day period for actual days elapsed, and interest on ABR Loans is based on a 365-day period for actual days elapsed. In addition, Radio One will pay a commitment fee based on the average daily amount of the available revolving credit loans commitment, computed at a rate per year tied to the leverage ratio in effect during the year. The commitment fee is payable quarterly in arrears on the last business day of each March, June, September and December and on the maturity date of the revolving credit loans.

The credit agreement contains customary affirmative and negative covenants including, but not limited to, financial covenants and other covenants including limitations on other indebtedness, liens, investments, guarantees, restricted payments (such as dividends, redemptions and payments on subordinated debt), prepayment or repurchase of other indebtedness, mergers and acquisitions, sales of

assets, transactions with affiliates and other provisions customary and appropriate for financings of this type, including mutually agreed upon exceptions and baskets. The financial covenants include:

- a maximum ratio of total debt to adjusted EBITDA of 6.5x (which will decrease to 6.0x on October 1, 2006 and thereafter);
- a maximum ratio of senior debt to adjusted EBITDA of 5.0x (which will decrease to 4.5x on October 1, 2006, and which will decrease to 4.0x on October 1, 2007 and thereafter); and
- a minimum interest coverage ratio of 2.5x.

The credit agreement contains the following customary events of default:

- failure to make payments when due;
- defaults under other agreements or instruments of indebtedness;
- noncompliance with covenants;
- breaches of representations and warranties;
- voluntary or involuntary bankruptcy or liquidation proceedings;
- entrance of judgments; and
- changes of control.

8⅞% Senior Subordinated Notes due 2011

We have $300.0 million of aggregate principal amount of 8⅞% senior subordinated notes due 2011 outstanding, which we refer to as the "2011 Notes." The 2011 Notes were issued pursuant to an indenture, dated as of May 18, 2001, by and among Radio One, The Bank of New York (formerly United States Trust Company of New York), as trustee, and the guarantors named therein.

The 2011 Notes mature on July 1, 2011. The 2011 Notes carry interest at the rate of 8⅞% per annum, payable semi-annually on January 1 and July 1 each year.

The 2011 Notes rank: (i) senior to any of our and our guarantors' future debt that expressly provides that it is subordinated to the 2011 Notes; (ii) on a parity with any of our and our guarantors' future unsecured senior subordinated obligations that do not expressly provide that they are subordinated to the 2011 Notes; and (iii) junior to all of our and our guarantors' existing and future senior debt. The original notes rank on a parity with the 2011 Notes.

The 2011 Notes are guaranteed on a senior subordinated basis by each of our existing and future domestic restricted subsidiaries.

On or after July 1, 2006, we may redeem some or all of the 2011 Notes at a redemption price equal to 104.438% of the principal amount, declining ratably to 100% of the principal amount in 2009 and thereafter, plus accrued and unpaid interest.

If we experience specific kinds of changes in control, we must offer to repurchase the 2011 Notes at a repurchase price of 101% of the principal amount, plus accrued and unpaid interest.

The indenture governing the 2011 Notes, among other things, restricts our ability and the ability of our subsidiaries to:

- incur or guarantee additional indebtedness;
- pay dividends or distributions on, or redeem or repurchase, capital stock;
- make investments;
- issue or sell capital stock of subsidiaries;

- engage in transactions with affiliates;
- create liens;
- restrict dividend or other payments to us from our subsidiaries;
- transfer or sell assets; and
- consolidate, merge or transfer all or substantially all of our assets.

MATERIAL UNITED STATES FEDERAL INCOME TAX CONSEQUENCES

The following is a summary of the material United States federal income tax consequences of the exchange offer and the ownership and disposition of the exchange notes. Unless otherwise stated, this summary deals only with U.S. holders that exchange original notes for exchange notes and who hold the exchange notes as capital assets. This summary assumes that the exchange notes will be issued, and transfers thereof and payments thereon will be made, in accordance with the indenture.

As used herein, "U.S. holders" are any beneficial owners of the notes that are, for United States federal income tax purposes, (i) citizens or individual residents of the United States, (ii) corporations created or organized in, or under the laws of, the United States, any state thereof or the District of Columbia, (iii) estates, the income of which is subject to United States federal income taxation regardless of its source or (iv) trusts if (a) a court within the United States is able to exercise primary supervision over the administration of the trust and (b) one or more U.S. persons have the authority to control all substantial decisions of the trust. In addition, certain trusts in existence on August 20, 1996 and treated as U.S. persons prior to such date may also be treated as U.S. holders. As used herein, "non-U.S. holders" are beneficial owners of the notes, other than partnerships, that are not U.S. holders. If a partnership (including for this purpose any entity treated as a partnership for United States federal income tax purposes) is a beneficial owner of the notes, the treatment of a partner in the partnership generally will depend upon the status of the partner and upon the activities of the partnership. Partnerships and partners in such partnerships should consult their tax advisors about the United States federal income tax consequences of owning and disposing of the notes.

This summary does not describe all of the tax consequences that may be relevant to a holder in light of its particular circumstances. For example, it does not deal with special classes of holders such as banks, thrifts, real estate investment trusts, regulated investment companies, insurance companies, dealers in securities or currencies, or tax-exempt investors. It also does not discuss notes held as part of a hedge, straddle, "synthetic security" or other integrated transaction. This summary does not address the tax consequences to (i) persons that have a functional currency other than the U.S. dollar, (ii) certain United States expatriates or (iii) shareholders, partners or beneficiaries of a holder of the notes. Further, it does not include any description of any alternative minimum tax consequences or the tax laws of any state or local government or of any foreign government that may be applicable to the notes.

This summary is based on the Internal Revenue Code of 1986, as amended, the Treasury regulations promulgated thereunder and administrative and judicial interpretations thereof, all as of the date hereof, and all of which are subject to change or differing interpretations, possibly on a retroactive basis.

You should consult with your own tax advisor regarding the federal, state, local and foreign income, franchise, personal property and any other tax consequences of the exchange offer and the ownership and disposition of the notes.

Exchange of Notes

The exchange of an original note for an exchange note in the exchange offer will not constitute a taxable event to holders for U.S. federal income tax purposes. Consequently, the exchange notes will have the same issue price as the original notes, no gain or loss will be recognized by a holder upon receipt of an

exchange note and the exchanging holder will have the same holding period and tax basis in the exchange note that the holder had in the original note.

Taxation of U.S. Holders

Interest Income

Radio One may be required to pay a redemption premium upon the exercise of certain options by Holders (see "Description of Exchange Notes — Repurchase at the Option of Holders — Change of Control") or by Radio One in connection with an Equity Offering (see "Description of Exchange Notes — Optional Redemption"). In addition, Radio One may be required to pay additional interest if it fails to comply with its obligation under the registration rights agreement (see "Description of Exchange Notes — Registration Rights; Additional Interest"). If there were more than a remote likelihood that such redemption premium or additional interest would be paid, the notes could be subject to the rules applicable to contingent payment debt instruments, including mandatory accrual of interest in accordance with those rules and the possible characterization of any gain realized on the taxable disposition of a note as ordinary income rather than capital gain. Radio One has determined (and this discussion assumes) that the likelihood of such redemption premium or additional interest being paid is remote. Radio One's determination that these contingencies are remote is binding on holders, unless they disclose a contrary position in the manner required by applicable Treasury regulations. Radio One's determination is not, however, binding on the Internal Revenue Service; the Internal Revenue Service may take a different position, in which case the timing, character and amount of income or gain may be different. Based on the foregoing, stated interest on the notes will be taxable to a U.S. holder as ordinary interest income at the time it accrues or is received (in accordance with the holder's regular method of tax accounting).

Sale, Exchange or Redemption of Notes

A U.S. holder generally will recognize taxable gain or loss equal to the difference between the amount realized on the sale, exchange, redemption or other disposition of a note and the holder's adjusted tax basis in such note. The amount realized generally is equal to the amount of cash and the fair market value of property received for the note (other than amounts attributable to accrued but unpaid interest not previously included in income, which will be taxable as ordinary interest income). A holder's adjusted tax basis in the note generally will be the initial purchase price paid therefor. In the case of a holder other than a corporation, preferential tax rates may apply to gain recognized on the sale of a note if such holder's holding period for such note exceeds one year. To the extent the amount realized is less than the holder's adjusted tax basis, the holder will recognize a capital loss. Subject to certain limited exceptions, capital losses cannot be applied to offset ordinary income for United States federal income tax purposes.

Information Reporting and Backup Withholding Tax

In general, information reporting requirements will apply to payments of principal and interest on the notes and payments of the proceeds of the sale of the notes, and a backup withholding tax may apply to such payments if the holder fails to comply with certain identification requirements. The backup withholding tax rate is currently 28%. Any amounts withheld under the backup withholding rules from a payment to a holder generally will be allowed as a credit against such holder's United States federal income tax liability and may entitle the holder to a refund, provided that the required information is furnished to the Internal Revenue Service.

Taxation of Non-U.S. Holders

Non-U.S. holders should consult with their own tax advisors to determine the effect of federal, state, local and foreign tax laws, as well as treaties, with regard to an investment in the notes, including any reporting requirements.

Interest Income

Generally, interest income of a non-U.S. holder that is not effectively connected with a United States trade or business is subject to a withholding tax at a 30% rate (or, if applicable, a lower tax rate specified by a treaty). However, interest income earned on a note by a non-U.S. holder will qualify for the "portfolio interest" exemption and therefore will not be subject to United States federal income tax or withholding tax, provided that such interest income is not effectively connected with a United States trade or business of the non-U.S. holder and provided that: (i) the non-U.S. holder does not actually or constructively own 10% or more of the total combined voting power of all classes of Radio One stock entitled to vote; (ii) the non-U.S. holder is not a controlled foreign corporation that is related to Radio One through stock ownership; (iii) the non-U.S. holder is not a bank which acquired the note in consideration for an extension of credit made pursuant to a loan agreement entered into in the ordinary course of business; and (iv) either (a) the non-U.S. holder certifies to the payor or the payor's agent, under penalties of perjury, that it is not a United States person and provides its name, address and certain other information on a properly executed Internal Revenue Service Form W-8BEN or a suitable substitute form or (b) a securities clearing organization, bank or other financial institution that holds customer securities in the ordinary course of its trade or business and holds the notes in such capacity, certifies to the payor or the payor's agent, under penalties of perjury, that such a statement has been received from the beneficial owner by it or by a financial institution between it and the beneficial owner, and furnishes the payor or the payor's agent with a copy thereof. The applicable United States Treasury regulations also provide alternative methods for satisfying the certification requirements of clause (iv), above. If a non-U.S. holder holds the note through certain foreign intermediaries or partnerships, such holder and the foreign intermediary or partnership may be required to satisfy certification requirements under applicable United States Treasury regulations.

Except to the extent that an applicable income tax treaty otherwise provides, a non-U.S. holder generally will be taxed with respect to interest in the same manner as a U.S. holder if the interest is effectively connected with a United States trade or business of the non-U.S. holder. Effectively connected interest income received or accrued by a corporate non-U.S. holder may also, under certain circumstances, be subject to an additional "branch profits" tax at a 30% rate (or such lower rate as may be specified by an applicable income tax treaty). Even though such effectively connected income is subject to income tax, and may be subject to the branch profits tax, it is not subject to withholding tax if the non-U.S. holder delivers a properly executed Internal Revenue Service Form W-8ECI (or successor form) to the payor or the payor's agent.

Sale, Exchange or Redemption of Notes

A non-U.S. holder generally will not be subject to United States federal income tax or withholding tax on any gain realized on the sale, exchange, redemption or other disposition of a note unless (i) the gain is effectively connected with a United States trade or business of the non-U.S. holder and, to the extent an applicable tax treaty so provides, the gain is attributable to the holder's U.S. permanent establishment or (ii) in the case of a non-U.S. holder who is an individual, such holder is present in the United States for a period or periods aggregating 183 days or more during the taxable year of the disposition, and either (a) such holder has a "tax home" in the United States or (b) the disposition is attributable to an office or other fixed place of business maintained by such holder in the United States.

Except to the extent that an applicable income tax treaty otherwise provides, (1) if an individual non-U.S. holder falls under clause (i) above, such individual generally will be taxed on the net gain derived from a sale in the same manner as a U.S. holder and (2) if an individual non-U.S. holder falls under clause (ii) above, such individual generally will be subject to a flat 30% tax on the gain derived from a sale, which may be offset by certain United States capital losses (notwithstanding the fact that such individual is not considered a resident of the United States). Individual non-U.S. holders who have spent (or expect to spend) 183 days or more in the United States in the taxable year in which they contemplate a sale or other disposition of a note are urged to consult their tax advisors as to the consequences of such sale. If a non-U.S. holder that is a foreign corporation falls under clause (i), it

generally will be taxed on the net gain derived from a sale in the same manner as a U.S. holder and, in addition, may be subject to the branch profits tax on such effectively connected income at a 30% rate (or such lower rate as may be specified by an applicable income tax treaty).

Information Reporting and Backup Withholding Tax

Generally, we must report annually to the Internal Revenue Service and to each non-U.S. holder the amount of interest paid to such holder and the tax withheld with respect to those payments regardless of whether withholding was required. Copies of the information returns reporting such interest payments and any withholding may also be made available to the tax authorities in the country in which the non-U.S. holder resides under the provisions of an applicable income tax treaty. United States backup withholding tax will not apply to payments on the notes to a non-U.S. holder if the statement described in clause (iv) under "— Interest Income" above is duly provided by such holder, provided that the payor does not have actual knowledge or reason to know that the holder is a United States person. Information reporting requirements and backup withholding tax will not apply to any payment of the proceeds of the sale of notes effected outside the United States by a foreign office of a "broker" as defined in applicable Treasury regulations (absent actual knowledge or reason to know that the payee is a United States person), unless such broker (i) is a United States person as defined in the Internal Revenue Code, (ii) is a foreign person that derives 50% or more of its gross income for certain periods from the conduct of a trade or business in the United States, (iii) is a controlled foreign corporation for United States federal income tax purposes or (iv) is a foreign partnership with certain U.S. connections. Payment of the proceeds of any such sale effected outside the United States by a foreign office of any broker that is described in the preceding sentence may be subject to backup withholding tax and information reporting requirements unless such broker has documentary evidence in its records that the beneficial owner is a non-U.S. holder and certain other conditions are met, or the beneficial owner otherwise establishes an exemption. Payment of the proceeds of any such sale to or through the United States office of a broker is subject to information reporting and backup withholding requirements unless the beneficial owner of the notes provides the statement described in clause (iv) under "— Interest Income" above and certain other conditions are met, or the beneficial owner otherwise establishes an exemption.

The United States federal income tax discussion set forth above is included for general information only and may not be applicable depending upon a holder's particular situation. Holders should consult their tax advisors with respect to the tax consequences to them of the ownership and disposition of the notes, including the tax consequences under state, local, foreign and other tax laws and the possible effects of changes in United States federal or other tax laws.

PLAN OF DISTRIBUTION

Based on interpretations by the SEC set forth in no-action letters issued to third parties, we believe that a holder, other than a person that is an affiliate of ours within the meaning of Rule 405 under the Securities Act or a broker-dealer registered under the Exchange Act that purchases notes from us to resell pursuant to Rule 144A under the Securities Act or any other exemption, that exchanges original notes for exchange notes in the ordinary course of business and that is not participating, does not intend to participate, and has no arrangement or understanding with any person to participate, in the distribution of the exchange notes will be allowed to resell the exchange notes to the public without further registration under the Securities Act and without delivering to the purchasers of the exchange notes a prospectus that satisfies the requirements of Section 10 of the Securities Act.

Each broker-dealer that receives exchange notes for its own account pursuant to the exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of such exchange notes. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of exchange notes received in exchange for original notes where such original notes were acquired as a result of market-making activities or other trading activities. We have agreed that, for a period of 180 days after the completion of the exchange offer, we will make this

prospectus, as amended or supplemented, available to any broker-dealer for use in connection with any such resale. In addition, until , 2005, all dealers effecting transactions in the exchange notes may be required to deliver a prospectus.

If you wish to exchange your original notes for exchange notes in the exchange offer, you will be required to make representations to us as described in "The Exchange Offer — Resale of Exchange Notes" and "The Exchange Offer — Procedures for Tendering Original Notes." As indicated in the letter of transmittal, you will be deemed to have made these representations by tendering your original notes for exchange notes in the exchange offer. In addition, if you are a broker-dealer who receives exchange notes for your own account in exchange for original notes that were acquired by you as a result of market-making activities or other trading activities, you will be required to acknowledge, in the same manner, that you will deliver a prospectus in connection with any resale by you of such exchange notes.

We will not receive any proceeds from any sale of exchange notes by broker-dealers. Exchange notes received by broker-dealers for their own account pursuant to the exchange offer may be sold from time to time in one or more transactions in the over-the-counter market, in negotiated transactions, through the writing of options on the exchange notes or a combination of such methods of resale, at market prices prevailing at the time of resale, at prices related to such prevailing market prices or negotiated prices. Any such resale may be made directly to purchasers or to or through brokers or dealers who may receive compensation in the form of commissions or concessions from any such broker-dealer or the purchasers of any such exchange notes. Any broker-dealer that resells exchange notes that were received by it for its own account pursuant to the exchange offer and any broker or dealer that participates in a distribution of such exchange notes may be deemed to be an "underwriter" within the meaning of the Securities Act and any profit on any such resale of exchange notes and any commission or concessions received by any such persons may be deemed to be underwriting compensation under the Securities Act. The letter of transmittal states that, by acknowledging that it will deliver and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

For a period of 180 days after the completion of the exchange offer, we will promptly send additional copies of this prospectus and any amendment or supplement to this prospectus to any broker-dealer that requests such documents in the letter of transmittal. We have agreed to pay all expenses incident to the exchange offer (including the expenses of one counsel for the holders of the original notes) other than commissions or concessions of any brokers or dealers and will indemnify the holders of the original notes (including any broker-dealers) against certain liabilities, including liabilities under the Securities Act.

LEGAL MATTERS

The legality of the exchange notes we are offering will be passed upon for us by Covington & Burling. A copy of the legal opinion rendered by Covington & Burling is filed as an exhibit to the registration statement with respect to the exchange notes offered by this prospectus.

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 FIND ADDITIONAL INFORMATION

We file annual, quarterly and current reports, proxy statements and other information with the SEC under the Securities Exchange Act of 1934. You may read and copy this information at the following location of the SEC:

Public Reference Room
450 Fifth Street, N.W.
Washington, DC 20549

You may also obtain copies of this information at prescribed rates by mail from the Public Reference Section of the SEC, 450 Fifth Street, N.W., Room 1024, Washington, DC 20549. You may obtain information regarding the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330.

The SEC also maintains a web site that contains reports, proxy statements and other information about issuers, like us, who file electronically with the SEC. The address of that site is www.sec.gov.

In addition, you may request a copy of any of these filings, at no cost, by writing or telephoning us at the following address or telephone number: Radio One, Inc., 5900 Princess Garden Parkway, 7th Floor, Lanham, Maryland 20706, (301) 306-1111, Attention: Corporate Secretary.

Our class D common stock is listed on the Nasdaq National Market under the symbol “ROIAK,” and our SEC filings can also be read at: Nasdaq Operations, 1735 K Street, N.W., Washington, DC 20006.

You may also obtain information about Radio One at our website at www.radio-one.com. Information contained on our website does not constitute a part of this prospectus and should not be relied on to make an investment decision.

This document contains summaries of the terms of certain agreements that we believe to be accurate in all material respects. However, we refer you to the actual agreements for complete information relating to those agreements. All summaries contained in this prospectus are qualified in their entirety by this reference. We will make copies of those documents available to you upon your request to us.

We have filed with the SEC a registration statement on Form S-4 under the Securities Act with respect to the exchange notes offered by this prospectus. This prospectus does not include all of the information included in the registration statement, as permitted by the rules and regulations of the SEC.

RADIO ONE, INC.

OFFER TO EXCHANGE

$200,000,000 6 3/8% SENIOR SUBORDINATED NOTES DUE 2013 THAT HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 FOR $200,000,000 OUTSTANDING UNREGISTERED 6 3/8% SENIOR SUBORDINATED NOTES DUE 2013.

PROSPECTUS

AUGUST , 2005

UNTIL , 2005, ALL DEALERS THAT EFFECT TRANSACTIONS IN THESE SECURITIES, WHETHER OR NOT PARTICIPATING IN THE EXCHANGE OFFER, MAY BE REQUIRED TO DELIVER A PROSPECTUS. THIS IS IN ADDITION TO THE DEALERS' OBLIGATION TO DELIVER A PROSPECTUS WHEN ACTING AS UNDERWRITERS AND WITH RESPECT TO THEIR UNSOLD ALLOTMENTS OR SUBSCRIPTIONS.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 20. ***Indemnification of Directors and Officers.***

Registrants Incorporated or Organized Under Delaware Law

All Registrants, other than Bell Broadcasting Company, Blue Chip Broadcast Company, Blue Chip Broadcasting, Ltd., Blue Chip Broadcasting Licenses, Ltd., and Blue Chip Broadcasting Licenses II, Ltd., are incorporated or organized 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 Radio One 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 or equivalent constituting document of each of the Registrants, other than Bell Broadcasting Company, Blue Chip Broadcast Company, Blue Chip Broadcasting, Ltd., Blue Chip Broadcasting Licenses, Ltd., Blue Chip Broadcasting Licenses II, Ltd., and Hawes-Saunders Broadcast Properties, Inc., provides for indemnification of its directors and officers to the fullest extent permitted by applicable law.

Hawes-Saunders' bylaws provide that any indemnification (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct. Such determination shall be made (a) by a majority vote of directors who are not party to such suit, action, or proceeding, even though less than a quorum, (b) by a committee of such directors designated by a majority vote of such directors, even though less than a quorum, (c) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion, or (d) by the stockholders.

Radio One of Indiana, L.P. and Radio One of Texas, L.P. are organized as limited partnerships under the laws of the State of Delaware. Section 17-108 of the Delaware Revised Uniform Limited Partnership Act provides that a limited partnership, subject to any standards and restrictions in its partnership agreement, may indemnify and hold harmless any partner or other person from and against any and all claims and demands. The Limited Partnership Agreement of each of Radio One of Indiana, L.P. and Radio One of Texas, L.P. provides that the partnership shall indemnify and hold harmless its general partners from any loss or damage incurred by reason of any act performed by them for and on behalf of the partnership unless the act constituted gross negligence, willful or wanton misconduct, or intentional malfeasance.

Satellite One, L.L.C., Radio One of Charlotte, LLC, Radio One Licenses, LLC, Radio One of Detroit, LLC, Radio One of Atlanta, LLC, ROA Licenses, LLC, Radio One of Augusta, LLC, Charlotte Broadcasting, LLC, Radio One of North Carolina, LLC, Radio One of Boston Licenses, LLC, Radio One of Indiana, LLC, Radio One of Texas I, LLC, Radio One of Texas II, LLC, Radio One of Dayton Licenses, LLC and Radio One Media Holdings, LLC are organized as limited liability companies under the laws of the State of Delaware. Section 18-108 of the Delaware Limited Liability Company Act provides that a limited liability company, subject to any standards and restrictions in its limited liability company agreement, may indemnify and hold harmless any member or manager or other person from and against any and all claims and demands.

The Limited Liability Company Agreement of each of Satellite One, L.L.C., Radio One Licenses, LLC, Radio One of Detroit, LLC, Radio One of Atlanta, LLC, ROA Licenses, LLC, Radio One of Augusta, LLC, Charlotte Broadcasting, LLC, Radio One of North Carolina, LLC, Radio One of Boston Licenses, LLC, Radio One of Indiana, LLC, Radio One of Texas I, LLC, Radio One of Texas II, LLC and Radio One of Dayton Licenses, LLC provides that the company shall, in accordance with Section 18-108 of the Delaware Limited Liability Company Act, indemnify and hold harmless any

member, manager or officer of such company (or of an affiliate thereof) to the fullest extent permitted by law against any loss, liability, damage, judgment, demand, claim, cost or expense incurred by or asserted against such indemnitee, including, without limitation, reasonable attorney's fees and disbursements incurred in the defense thereof, arising out of any act or omission of such indemnitee in connection with the company. Additionally, the limited liability company agreement of Radio One Media Holdings, LLC provides that in the event of any action by the member against the indemnitee, including a derivative suit, the company shall indemnify, hold harmless, and pay all expenses of such indemnitee, including reasonable attorney's fees and disbursements incurred in the defense thereof and that no indemnitee shall be indemnified from any liability for the fraud, intentional misconduct, gross negligence or a knowing violation of the law which is material to the cause of the action.

The limited liability company agreement of Radio One of Charlotte, LLC provides that, to the maximum extent permitted by law, the company shall indemnify any person who is or was a manager of the company or is or was serving at the request of the company, if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the company and, with respect to any criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful. The company may also, to the maximum extent permitted by law, indemnify any employee or agent who is not a manager under the same standard if such indemnification is approved by the company's managers.

Registrants Incorporated Under Michigan Law

Bell Broadcasting Company ("BBC") is incorporated under the laws of the State of Michigan. Under Sections 561-571 of the Michigan Business Corporation Act, directors and officers of a Michigan corporation may be entitled to indemnification by the corporation against judgments, expenses, fines and amounts paid by the director or officer in settlement of claims brought against them by third persons or by or in the right of the corporation if those directors and officers acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interests of the corporation or its shareholders. BBC's Restated Articles of Incorporation provide that its directors shall not be personally liable to BBC or its shareholders for monetary damages for breach of the director's fiduciary duty. However, BBC's Restated Articles of Incorporation do not eliminate or limit the liability of a director for any of the following: (i) a breach of the director's duty of loyalty to us or our shareholders; (ii) acts or omissions not in good faith or that involve intentional misconduct or knowing violation of law; (iii) a violation of Section 551(1) of the Michigan Business Corporation Act; (iv) a transaction from which the director derived an improper personal benefit; or (v) an act or omission occurring before the effective date of the Restated Articles of Incorporation. In addition, BBC's By-Laws generally provide that BBC shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of BBC) by reason of the fact that he is or was a BBC director, officer, employee or agent or is or was serving at BBC's request as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise.

Registrants Organized Under Nevada Law

Blue Chip Broadcasting Licenses II, Ltd. is organized as a limited liability company under the laws of the State of Nevada. Under Chapter 86 of the Nevada Revised Statutes, a limited liability company may indemnify a manager, member, employee, agent or certain other persons against expenses, including attorney's fees, judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with an action, suit or proceeding, if such manager, member, employee, agent or other person acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interests of the company and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. A limited liability company may also indemnify a manager, member, employee, agent or certain other persons against expenses, including attorney's fees, actually and reasonably incurred in connection with an action or suit by or in the right of such company, if such manager, member, employee, agent or other person acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interests of the company. The Bylaws of Blue Chip Broadcasting Licenses II, Ltd. provide that the company shall grant indemnification to the foregoing persons to the extent authorized by the Nevada Revised Statutes.

Registrants Incorporated Under Ohio Law

Blue Chip Broadcast Company is incorporated under the laws of the State of Ohio. Under Section 1701.13 of the Ohio Revised Code, a corporation may indemnify a director, officer, employee or agent or certain other persons against expenses, including attorney's fees, judgments, fines, and amounts paid in settlement, actually and reasonably incurred in connection with an action, suit or proceeding, if such director, officer, employee, agent or other person acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. A corporation may also indemnify a director, officer, employee or agent or certain other persons against expenses, including attorney's fees, actually and reasonably incurred in connection with an action or suit by or in the right of such corporation, subject to certain exceptions, if such director, officer, employee, agent or other person acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interests of the corporation. Article IV of the Regulations of Blue Chip Broadcast Company provides that the company shall indemnify all the foregoing persons to the full extent permitted by the General Corporation Law of Ohio.

Blue Chip Broadcasting, Ltd. and Blue Chip Broadcasting Licenses, Ltd. are organized as limited liability companies under the laws of the State of Ohio. Under Section 1705.32 of the Ohio Revised Code, a limited liability company may indemnify a manager, member, partner, officer, employee, agent or certain other persons against expenses, including attorney's fees, judgments, fines, and amounts paid in settlement, actually and reasonably incurred in connection with an action, suit or proceeding, if such manager, member, partner, officer, employee, agent or other person acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interests of the company and, in connection with any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. A limited liability company may also indemnify a manager, officer, employee, agent or certain other persons against expenses, including attorney's fees, actually and reasonably incurred in connection with an action or suit by or in the right of such company, if such manager, officer, employee, agent or other person acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interests of the company. The Bylaws of each of Blue Chip Broadcasting, Ltd. and Blue Chip Broadcasting Licenses, Ltd. provide that the company shall indemnify the foregoing persons to the full extent authorized by the Ohio Revised Code.

The above discussion of the relevant statutes and the governing documents of the registrants is not intended to be exhaustive and is qualified in its entirety by reference to such statutes and governing documents.

Item 21. ***Exhibits and Financial Statement Schedules.***

(a) The following are exhibits to this registration statement:

Exhibit No.	Description of Document
1.2	Registration Rights Agreement (incorporated by reference to Radio One's Current Report on Form 8-K, filed February 10, 2005 (File No. 000-25969)).
3.1	Amended and Restated Certificate of Incorporation of Radio One, Inc. (incorporated by reference to Radio One's Quarterly Report on Form 10-Q for the period ended March 31, 2000 (File No. 000-25969)).
3.2	Certificate of Amendment of the Amended and Restated Certificate of Incorporation of Radio One, Inc. (incorporated by reference to Radio One's Current Report on Form 8-K filed October 6, 2000 (File No. 000-25969)).
3.3	Certificate of Formation of Radio One Licenses, LLC.
3.4	Certificate of Conversion of Radio One Licenses, LLC (f/k/a Radio One Licenses, Inc.).
3.5	Restated Articles of Incorporation of Bell Broadcasting Company.
3.6	Certificate of Amendment of the Articles of Incorporation of Bell Broadcasting Company.
3.7	Certificate of Amendment of the Articles of Incorporation of Bell Broadcasting Company.
3.8	Certificate of Merger of Allur-Detroit, Inc. with and into Bell Broadcasting Company.
3.9	Certificate of Formation of Radio One of Detroit, LLC.

Exhibit No.	Description of Document
3.10	Certificate of Conversion of Radio One of Detroit, LLC (f/k/a Radio One of Detroit, Inc.).
3.11	Certificate of Formation of Radio One of Atlanta, LLC.
3.12	Certificate of Conversion of Radio One of Atlanta, LLC (f/k/a Radio One of Atlanta, Inc.).
3.13	Certificate of Formation of ROA Licenses, LLC.
3.14	Certificate of Conversion of ROA Licenses, LLC (f/k/a ROA Licenses, Inc.).
3.15	Certificate of Formation of Radio One of Charlotte, LLC.
3.16	Certificate of Formation of Radio One of Augusta, LLC.
3.17	Certificate of Conversion of Radio One of Augusta, LLC (f/k/a Radio One of Augusta, Inc.).
3.18	Certificate of Formation of Charlotte Broadcasting, LLC.
3.19	Certificate of Conversion of Charlotte Broadcasting, LLC (f/k/a Davis Broadcasting of Charlotte, Inc.).
3.20	Certificate of Formation of Radio One of North Carolina, LLC.
3.21	Certificate of Conversion of Radio One of North Carolina, LLC (f/k/a Radio One of North Carolina, Inc.).
3.22	Certificate of Incorporation of Radio One of Boston, Inc.
3.23	Certificate of Formation of Radio One of Boston Licenses, LLC.
3.24	Certificate of Conversion of Radio One of Boston Licenses, LLC (f/k/a Radio One of Boston Licenses, Inc.).
3.25	Certificate of Incorporation of Blue Chip Merger Subsidiary, Inc.
3.26	Certificate of Merger of Blue Chip Broadcasting, Inc. into Blue Chip Merger Subsidiary, Inc.
3.27	Amended and Restated Articles of Incorporation of Blue Chip Broadcasting Company.
3.28	Certificate of Amendment of the Articles of Incorporation of Blue Chip Broadcast Company (f/k/a Blue Chip Broadcasting Company).
3.29	Certificate of Amendment of the Articles of Incorporation of Blue Chip Broadcast Company.
3.30	Articles of Organization of Blue Chip Broadcasting, Ltd.
3.31	Certificate of Amendment of the Articles of Organization of Blue Chip Broadcasting, Ltd.
3.32	Articles of Organization of Blue Chip Broadcasting Licenses, Ltd.
3.33	Articles of Organization of Blue Chip Broadcasting Licenses II, Ltd.
3.34	Certificate of Limited Partnership of Radio One of Texas, L.P.
3.35	Certificate of Limited Partnership of Radio One of Indiana, L.P.
3.36	Certificate of Formation of Radio One of Texas I, LLC.
3.37	Certificate of Formation of Radio One of Texas II, LLC.
3.38	Certificate of Formation of Radio One of Indiana, LLC.
3.39	Certificate of Formation of Satellite One, L.L.C.
3.40	Certificate of Incorporation of Hawes-Saunders Broadcast Properties, Inc.
3.41	Certificate of Renewal and Revival of Charter of Hawes-Saunders Broadcast Properties, Inc.
3.42	Certificate of Formation of Radio One of Dayton Licenses, LLC.
3.43	Certificate of Incorporation of New Mableton Broadcasting Corporation.
3.44	Certificate of Formation of Radio One Media Holdings, LLC.
3.45	Amended and Restated Bylaws of Radio One, Inc. (incorporated by reference to Radio One's Quarterly Report on Form 10-Q filed August 14, 2001 (File No. 000-25969)).
3.46	Limited Liability Company Agreement of Radio One Licenses, LLC.
3.47	Restated Bylaws of Bell Broadcasting Company.
3.48	Limited Liability Company Agreement of Radio One of Detroit, LLC.
3.49	Limited Liability Company Agreement of Radio One of Atlanta, LLC.
3.50	Limited Liability Company Agreement of ROA Licenses, LLC.

Exhibit No.	Description of Document
3.51	Limited Liability Company Agreement of Radio One of Charlotte, LLC.
3.52	Limited Liability Company Agreement of Radio One of Augusta, LLC.
3.53	Limited Liability Company Agreement of Charlotte Broadcasting, LLC.
3.54	Limited Liability Company Agreement of Radio One of North Carolina, LLC.
3.55	Bylaws of Radio One of Boston, Inc.
3.56	Limited Liability Company Agreement of Radio One of Boston Licenses, LLC.
3.57	Bylaws of Blue Chip Merger Subsidiary, Inc.
3.58	Regulations and Bylaws of Blue Chip Broadcast Company.
3.59	Amended and Restated Operating Agreement of Blue Chip Broadcasting, Ltd.
3.60	Operating Agreement of Blue Chip Broadcasting Licenses, Ltd.
3.61	Operating Agreement of Blue Chip Broadcasting Licenses II, Ltd.
3.62	Limited Partnership Agreement of Radio One of Texas, L.P.
3.63	Limited Partnership Agreement of Radio One of Indiana, L.P.
3.64	Limited Liability Company Agreement of Radio One of Texas I, LLC.
3.65	Limited Liability Company Agreement of Radio One of Texas II, LLC.
3.66	Limited Liability Company Agreement of Radio One of Indiana, LLC.
3.67	Limited Liability Company Agreement of Satellite One, L.L.C.
3.68	Amended and Restated Bylaws of Hawes-Saunders Broadcast Properties, Inc.
3.69	Limited Liability Company Agreement of Radio One of Dayton Licenses, LLC.
3.70	Bylaws of New Mableton Broadcasting Corporation.
3.71	Limited Liability Company Agreement of Radio One Media Holdings, LLC.
4.1	Indenture dated May 18, 2001 among Radio One, Inc., the Guarantors listed therein, and United States Trust Company of New York (incorporated by reference to Radio One's Registration Statement on Form S-4, filed July 17, 2001 (File No. 333-65278)).
4.2	First Supplemental Indenture, dated August 10, 2001, among Radio One, Inc., the Guaranteeing Subsidiaries and other Guarantors listed therein, and the Bank of New York, as Trustee, (incorporated by reference to the Radio One's Registration Statement on Form S-4, filed October 4, 2001 (File No. 333-65278)).
4.3	Second Supplemental Indenture dated as of December 31, 2001, among Radio One, Inc., the Guaranteeing Subsidiaries and other Guarantors listed therein, and the Bank of New York, as Trustee, (incorporated by reference to Radio One's registration statement on Form S-3, filed January 29, 2002 (File No. 333-81622)).
4.4	Third Supplemental Indenture dated as of July 13, 2003, among Radio One, Inc., the Guaranteeing Subsidiaries and other Guarantors listed therein, and The Bank of New York, as Trustee, (incorporated by reference to Radio One's Annual Report on Form 10-K for the period ended December 31, 2003).
4.5	Fourth Supplemental Indenture dated as of May 18, 2001, among Radio One, Inc., the Guaranteeing Subsidiaries and other Guarantors listed therein, and The Bank of New York, as Trustee, (incorporated by reference to Radio One's Quarterly Report on Form 10-Q for the period ended September 30, 2004).
4.6	Fifth Supplemental Indenture, dated as of February 8, 2005, among Radio One, Inc., the Guaranteeing Subsidiaries and other Guarantors listed therein, and The Bank of New York , as Trustee (incorporated by reference to Radio One's Annual Report on Form 10-K for the period ended March 31, 2005).
4.7	Indenture dated February 10, 2005 between Radio One, Inc. and The Bank of New York, as Trustee (incorporated by reference to Radio One's Current Report on Form 8-K filed February 10, 2005).
5.1	Opinion of Covington & Burling.

Exhibit No.	Description of Document
10.1	Amended and Restated Employment Agreement between Radio One, Inc. and Scott R. Royster dated October 18, 2000 (incorporated by reference to Radio One's Annual Report on Form 10-K for the period ended December 31, 2000).
10.2	Amended and Restated Employment Agreement between Radio One, Inc. and Linda J. Eckard Vilardo dated October 31, 2000 (incorporated by reference to Radio One's Annual Report on Form 10-K for the period ended December 31, 2000).
10.3	Employment Agreement between Radio One, Inc. and Alfred C. Liggins, III dated April 9, 2001 (incorporated by reference to Radio One's Quarterly Report on Form 10-Q for the period ended June 30, 2001).
10.4	Promissory Note and Stock Pledge Agreement dated October 18, 2000 between Radio One, Inc. and Scott R. Royster (incorporated by reference to Radio One's Annual Report on Form 10-K for the period ended December 31, 2002).
10.5	Promissory Note and Stock Pledge Agreement dated October 31, 2000 between Radio One, Inc. and Linda J. Eckard Vilardo (incorporated by reference to Radio One's Annual Report on Form 10-K for the period ended December 31, 2002).
10.6	Promissory Note dated January 30, 2002 between Radio One, Inc and Scott R. Royster (incorporated by reference to Radio One's Annual Report on Form 10-K for the period ended December 31, 2002).
10.7	Credit Agreement, dated June 13, 2005, by and among Radio One Inc., Wachovia Bank and the other lenders party thereto (incorporated by reference to Exhibit 10.1 to Radio One's Current Report on Form 8-K filed June 17, 2005).
10.8	Guarantee and Collateral Agreement, dated June 13, 2005, made by Radio One, Inc. and its Restricted Subsidiaries in favor of Wachovia Bank (incorporated by reference to Exhibit 10.2 to Radio One's Current Report on Form 8-K filed the June 17, 2005).
12.1	Statement setting forth computation of ratios of earnings to fixed charges.
21.1	Subsidiaries of Radio One, Inc. (incorporated by reference to Radio One's Annual Report on Form 10-K, filed March 16, 2005).
23.1	Consent of Ernst & Young LLP, independent auditors.
23.2	Consent of Covington & Burling (included in Exhibit 5.1).
24.1	Power of Attorney (included on the signature page).
25.1	Form T-1 Statement of eligibility under the Trust Indenture Act of 1929, as amended, of The Bank of New York, as trustee, for the $6^{3}/_{8}$ Senior Subordinated Notes due 2013.
99.1	Form of Letter of Transmittal.
99.2	Form of Notice of Guaranteed Delivery.
99.3	Form of Letter to Registered Holders and/ or DTC Participants.

Item 22. ***Undertakings.***

The undersigned registrants hereby undertake 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 SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such 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 such 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 and will be governed by the final adjudication of such issue.

The undersigned registrants hereby undertake to respond to requests for information that is incorporated by reference into the prospectus pursuant to Items 4, 10(b), 11 or 13 of this Form S-4, within one business day of receipt of such request, and to send the incorporated documents by first class

mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request.

The undersigned registrants hereby undertake to supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.

The undersigned registrant hereby undertakes 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.

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-4 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 5, 2005.

RADIO ONE, INC.

By: /s/ Alfred C. Liggins, III

Alfred C. Liggins, III
President and Chief Executive Officer

RADIO ONE LICENSES, LLC
BELL BROADCASTING COMPANY
RADIO ONE OF DETROIT, LLC
RADIO ONE OF ATLANTA, LLC
ROA LICENSES, LLC
RADIO ONE OF CHARLOTTE, LLC,
RADIO ONE OF AUGUSTA, LLC
CHARLOTTE BROADCASTING, LLC
RADIO ONE OF NORTH CAROLINA, LLC
RADIO ONE OF BOSTON, INC.
RADIO ONE OF BOSTON LICENSES, LLC
BLUE CHIP MERGER SUBSIDIARY, INC.
BLUE CHIP BROADCAST COMPANY
BLUE CHIP BROADCASTING, LTD.
BLUE CHIP BROADCASTING LICENSES, LTD.
BLUE CHIP BROADCASTING LICENSES II, LTD.
RADIO ONE OF INDIANA, LLC
RADIO ONE OF TEXAS I, LLC
RADIO ONE OF TEXAS II, LLC
SATELLITE ONE, L.L.C.
HAWES-SAUNDERS BROADCAST PROPERTIES, INC.
RADIO ONE OF DAYTON LICENSES, LLC
NEW MABLETON BROADCASTING CORPORATION
RADIO ONE MEDIA HOLDINGS, LLC

By: /s/ Alfred C. Liggins, III

Alfred C. Liggins, III
President and Chief Executive Officer

RADIO ONE OF INDIANA, L.P.
By: RADIO ONE, INC., its general partner

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

RADIO ONE OF TEXAS, L.P.
By: RADIO ONE OF TEXAS I, LLC, its general partner

By: /s/ Alfred C. Liggins, III
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. Vilardo 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(1)**	Director, President and Chief Executive Officer	August 5, 2005
/s/ Catherine L. Hughes **Catherine L. Hughes(2)**	Chairperson and Secretary	August 5, 2005
/s/ Terry L. Jones **Terry L. Jones(2)**	Director	August 5, 2005
/s/ Brian W. McNeill **Brian W. McNeill(2)**	Director	August 5, 2005
/s/ L. Ross Love **L. Ross Love(3)**	Director	August 5, 2005
/s/ D. Geoffrey Armstrong **D. Geoffrey Armstrong(3)**	Director	August 5, 2005
/s/ Ronald E. Blaylock **Ronald E. Blaylock(3)**	Director	August 5, 2005
/s/ Scott R. Royster **Scott R. Royster(4)**	Executive Vice President, Chief Financial Officer and Principal Accounting Officer	August 5, 2005

(1) For the Registrants that are limited liability companies or limited partnerships, Alfred C. Liggins, III is executing on behalf of such Registrants in the following capacity: (a) for each of Radio One Licenses, LLC, Radio One of Atlanta, LLC, Radio One of Charlotte, LLC, Radio One of Texas I, LLC, Radio One of Texas II, LLC, Satellite One, L.L.C., and Radio One Media Holdings, LLC, as President and Chief Executive Officer of Radio One, Inc., the sole member of each such limited liability company, (b) for Radio One of Detroit, LLC, as President and Chief Executive Officer of Bell Broadcasting Company, its sole member, (c) for ROA Licenses, LLC, as President and Chief Executive Officer of Radio One of Atlanta, LLC, its sole member, (d) for Radio One of Augusta, LLC and Charlotte Broadcasting, LLC, as President and Treasurer of Radio One of Charlotte, LLC, the sole member of each such limited liability company, (e) for Radio One of North Carolina, LLC, as President and Chief Executive Officer of Charlotte Broadcasting, LLC, its sole member, (f) for Radio One of Boston Licenses, LLC, as President and Chief Executive Officer of Radio One of

Boston, Inc., its sole member, (g) for Blue Chip Broadcasting, Ltd., as President and Chief Executive Officer of Blue Chip Broadcast Company, its sole member, (h) for Blue Chip Broadcasting Licenses, Ltd., as President and Chief Executive Officer of Blue Chip Broadcasting, Ltd., its sole member, (i) for Blue Chip Broadcasting Licenses II, Ltd., as President and Chief Executive Officer of Blue Chip Merger Subsidiary, Inc., its sole member, (j) for Radio One of Indiana, L.P., as President and Chief Executive Officer of Radio One, Inc., its general partner, (k) for Radio One of Indiana, LLC, as President and Chief Executive Officer of Radio One, Inc., the general partner of Radio One of Indiana, L.P., its sole member, (l) for Radio One of Texas, L.P., as President and Chief Executive Officer of Radio One of Texas I, LLC, its general partner, and (m) for Radio One of Dayton Licenses, LLC, as President and Chief Executive Officer of Hawes-Saunders Broadcast Properties, Inc., its sole member.

(2) As director of Radio One, Inc., Bell Broadcasting Company, Radio One of Boston, Inc., Blue Chip Merger Subsidiary, Inc., Blue Chip Broadcast Company, New Mableton Broadcasting Corporation, and Hawes-Saunders Broadcast Properties, Inc.

(3) As director of Radio One, Inc. and New Mableton Broadcasting Corporation.

(4) As Executive Vice President, Chief Financial Officer and Principal Accounting Officer for all Registrants, other than Radio One of Texas, L.P., and Radio One of Indiana, L.P.

STATE OF DELAWARE
OFFICE OF THE SECRETARY OF STATE PAGE 2

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION "RADIO ONE LICENSES, LLC" FILED IN THIS OFFICE ON THE TWENTIETH DAY OF DECEMBER, A.D. 2001, AT 9:01 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF FORMATION IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2001.

/s/ Harriet Smith Windsor

[SEAL] HARRIET SMITH WINDSOR, SECRETARY OF STATE

2732589 8100V AUTHENTICATION: 1522616

010660306 DATE: 12-21-01

STATS OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:01 AM 12/20/2001
010660306 - 2732589

STATE OF DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE OF FORMATION

- - FIRST: The name of the limited liability company is Radio One Licenses, LLC.

- - SECOND: The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, DE 19808. The name of its Registered agent at such address is Corporation Service Company.

- - THIRD: This Certificate of Formation shall be effective on December 31, 2001

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Formation of Radio One Licenses, LLC this 19th day of December, 2001.

BY: /s/ Donna Mcclurkin Fletcher

AUTHORIZED PERSON(s)

NAME: Donna Mcclurkin Fletcher

TYPE OR PRINT

[ILLEGIBLE]

EXHIBIT 3.4

STATE OF DELAWARE
OFFICE OF THE SECRETARY OF STATE PAGE 1

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE CORPORATION UNDER THE NAME OF "RADIO ONE LICENSES, INC." TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "RADIO ONE LICENSES, INC." TO "RADIO ONE LICENSES, LLC", FILED IN THIS OFFICE ON THE TWENTIETH DAY OF DECEMBER, A.D. 2001, AT 9:01 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF CONVERSION IS THE THIRTY-FIRST DAY DAY OF DECEMBER, A.D. 2001

/s/ Harriet Smith Windsor

[SEAL] HARRIET SMITH WINDSOR, SECRETARY OF STATE

2732539 8100V AUTHENTICATION: 1522616

010660306 DATE: 12-21-01

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:01 AM 12/20/2001
010660306 - 2732589

STATE OF DELAWARE
CERTIFICATE OF CONVERSION
FROM A CORPORATION TO
A LIMITED LIABILITY COMPANY
PURSUANT TO SECTION
266 OF THE DELAWARE GENERAL
CORPORATION LAW.

1.) The name of the corporation immediately prior to filing this Certificate is Radio One Licenses, Inc.

2.) The date the Certificate of Incorporation was filed on is March 27, 1997.

3.) The original name of the corporation as set forth in the Certificate of Incorporation is Radio One Licenses, Inc.

4.) The name of the limited liability company as set forth in the formation is Radio One Licenses, LLC.

5.) The conversion has been approved in accordance with the provisions of Section 266.

6.) This Certificate of Conversion shall be effective on December 31, 2001

Radio One Licenses, Inc.

By: /s/ Linda J. Eckard Vilardo

Authorized Officer

NAME: LINDA J. ECKARD VILARDO

VICE PRESIDENT

[ILLEGIBLE]

EXHIBIT 3.5

MICHIGAN DEPARTMENT OF COMMERCE - CORPORATION AND SECURITIES BUREAU

(FOR BUREAU USE ONLY)

Date Received

FILED

JUL 19 1991

JUL 19 1991

ADMINISTRATOR
MICHIGAN DEPARTMENT OF COMMERCE
CORPORATION & SECURITIES BUREAU

RESTATED ARTICLES OF INCORPORATION

of

BELL BROADCASTING COMPANY
(domestic profit corporation)

Pursuant to the provisions of Act 284, Public Acts of 1972, as amended, the undersigned corporation executes the following Restated Articles of Incorporation:

1. The present name of the corporation is: BELL BROADCASTING COMPANY.

2. The corporation identification number (CID) assigned by the Bureau is: 184-654.

3. All former names of the corporation are: Radio Station WCHB of the Bell Broadcasting Company.

4. The date of filing of the original Articles of Incorporation was: September 26, 1956; which Articles of Incorporation were subsequently amended by the filing of Amended Articles of Incorporation on November 19, 1956, by the filing of a Certificate of Amendment to the Articles of Incorporation on July 17, 1958, by the filing of A Certificate of Amendment to the Articles of Incorporation on July 16, 1968, by the filing of a Certificate of Amendment to the Articles of Incorporation on December 17, 1981, and by the filing of a Certificate of Amendment to the Articles of Incorporation on December 5, 1985.

The following Restated Articles of Incorporation supersede the Articles of Incorporation, as amended, and shall be the Articles of Incorporation for the corporation:

ARTICLE I
NAME

The name of the corporation is BELL BROADCASTING COMPANY.

ARTICLE II
PURPOSE

The purpose or purposes for which the corporation is organized is to engage in any activity within the purposes for which corporations may be organized under the Michigan Business Corporation Act, as amended (the "MBCA").

ARTICLE III
AUTHORIZED SHARES

The total authorized shares consists of one thousand (1,000) shares of Class A Common Stock and twenty-four thousand (24,000) shares of Class B Common Stock.

Except for voting rights, the Class A Common Stock and the Class B Common Stock shall be equal in all respects.

Except as expressly provided for in the MBCA, holders of the Class B Common Stock shall have no voting power on any matter and shall not be entitled to notices of or to participate in meetings of shareholders of the corporation for any purpose; all voting rights are vested exclusively in the Class A Common Stock.

ARTICLE IV
REGISTERED OFFICE AND RESIDENT AGENT

The address and mailing address of the registered office is 2994 East Grand Boulevard, Detroit, Michigan 48202.

The name of the resident agent is Dr. Wendell Cox.

ARTICLE V
LIMITATION OF DIRECTOR LIABILITY

No director of the corporation shall be personally liable to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, provided that the foregoing shall not eliminate or limit the liability of a director for any of the following: (i) breach of the director's duty of loyalty to the corporation or its shareholders; (ii) acts or omissions not in good faith or that involve intentional misconduct or knowing violation of law; (iii) a violation of Section 551(1) of the MBCA; (iv) a transaction from which the director derived an improper personal benefit; or (v) an act or omission occurring prior to the date of filing of these Restated Articles of Incorporation.

If the MBCA hereafter is amended to authorize the further elimination of limitation of the liability of directors, then the liability of a director of the corporation, in addition to the limitation on personal liability contained herein, shall be limited to the fullest extent permitted by the amended MBCA.

No amendment or repeal of this Article V shall apply to or have any effect on the liability or alleged liability of any director of the corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

ARTICLE VI
COMPROMISE, ARRANGEMENT, OR PLAN OF REORGANIZATION

Whenever a compromise or arrangement or any plan of reorganization of this corporation is proposed between this corporation and its creditors or any class of them and/or between this corporation and its shareholders or any class of them, any court of equity jurisdiction within the state of Michigan may, on the application of this corporation or of any creditor or any shareholder thereof, or on the application of any receiver or receivers appointed for this corporation, order a meeting of the creditors or class of creditors, and/or of the shareholders or class of shareholders, as the case may be, to be affected by the proposed compromise or arrangement or reorganization, to be summoned in such manner as said court directs.

If a majority in number, representing three-fourths (3/4) in value of the creditors or class of creditors, and/or of the shareholders or class of shareholders, as the case may be, to be affected by the proposed compromise or arrangement or reorganization, agrees to any compromise or arrangement or to any reorganization of this corporation as a consequence of such compromise or arrangement, said compromise or arrangement and said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the

shareholders or class of shareholders, as the case may be, and also on this corporation.

ARTICLE VII
CORPORATE ACTION WITHOUT MEETING OF SHAREHOLDERS

Any action required or permitted by the MBCA to be taken at any annual or special meeting of shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all shares entitled to vote thereon were present and voted. The written consents shall bear the date of signature of each shareholder who signs the consent. No written consents shall be effective to take the corporate action referred to unless, within 60 days after the record date for determining shareholders entitled to express consent to or dissent from a proposal without a meeting, written consents signed by a sufficient number of shareholders to take the action are delivered to the corporation. Delivery shall be to the corporation's registered office, its principal place of business, or an officer or agent of the corporation having custody of the minutes of the proceedings of its shareholders. Delivery made to a corporation's registered office shall be by hand or by certified or registered mail, return receipt requested.

Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to shareholders who have not consented in writing.

These Restated Articles of Incorporation were duly adopted on the 18th day of July, 1991, in accordance with the provisions of Section 642 of the MBCA and were duly adopted by the shareholders; the necessary number of shares as required by statute were voted in favor of these Restated Articles.

Signed this 18th day of July, 1991.

By: /s/ Mary L. Bell

Mary L. Bell, President

RETURN DOCUMENT TO:

J. Michael Bernard
Dykema Gossett
35th Floor, 400 Renaissance Center
Detroit, Michigan 48243

NAME OF ORGANIZATION REMITTING FEES:

Dykema Gossett

PREPARER'S NAME AND BUSINESS TELEPHONE NUMBER:

J. Michael Bernard
(313) 568-5374

EXHIBIT 3.6

MICHIGAN DEPARTMENT OF COMMERCE - CORPORATION AND SECURITIES BUREAU

DATE RECEIVED
MAY 15 1992

(FOR BUREAU USE ONLY)
FILED

MAY 15 1992

ADMINISTRATOR
MICHIGAN DEPARTMENT OF COMMERCE
CORPORATION & SECURITIES BUREAU

EFFECTIVE DATE:

NAME: J. MICHAEL BERNARD
ADDRESS: 400 RENAISSANCE CENTER
DYKEMA GOSSETT
DETROIT, MICHIGAN 48243

DOCUMENT WILL BE RETURNED TO
NAME AND ADDRESS INDICATED ABOVE

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION
For use by Domestic Corporations

BELL BROADCASTING COMPANY

Pursuant to the provisions of Act 284, Public Action of 1972 (profit corporations), or Act 162, Public Actions of 1982 (nonprofit corporations), the: undersigned corporation executes the following Certificate:

1. The present name of the corporation is: Bell Broadcasting Company.

2. The corporation identification number (CID) assigned by the Bureau is: 184-654.

3. The location of its registered office is: 2994 East Grand Boulevard, Detroit, Michigan 48202:

4. Article III of the Articles of Incorporation is hereby deleted in its entirety and replaced by the following:

"ARTICLE III
AUTHORIZED SHARES

The total authorized shares consists of eight hundred (800) shares of Class A Common Stock and twenty-four thousand (24,000) shares of Class B Common Stock.

Except for voting rights, the Class A Common Stock and the Class B Common Stock shall be equal in all respects.

Except as expressly provided for in the Michigan Business Corporation Act, as amended, holders of the Class B Common Stock shall have no voting power on any matter and shall not be entitled to notices of or to participate in meetings of shareholders of the corporation for any purpose; all voting rights are vested exclusively in the Class A Common Stock."

5. The foregoing amendment to the Articles of Incorporation was duly adopted on the 12th day of May, 1992. The amendment was duly adopted by the written consent of the shareholders having not less than the minimum number of votes required by statute in accordance with Section 407(1) of the Michigan Business Corporation Act, as amended. Prompt written notice of the taking of the corporate action reflected herein shall be given to shareholders who have not consented in writing.

Signed this 12 day of May, 1992.

By: /s/ Mary L. Bell

Mary L. Bell, President

EXHIBIT 3.7

MICHIGAN DEPARTMENT OF COMMERCE - CORPORATION AND SECURITIES BUREAU

Date Received
MAY 13 1993

(FOR BUREAU USE ONLY)
FILED

JUN 30 1993

Name: J. Michael Bernard
Address: 400 Renaissance Center
Dykema Gossett
Detroit, Michigan 48243

Administrator
MICHIGAN DEPARTMENT OF COMMERCE
Corporation & Securities Bureau
EFFECTIVE DATE:

DOCUMENT WILL BE RETURNED TO
NAME AND ADDRESS INDICATED ABOVE

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION
For use by Domestic Corporations

BELL BROADCASTING COMPANY

Pursuant to the provisions of Act 284, Public Action of 1972 (profit corporations), or Act 162, Public Actions of 1982 (nonprofit corporations),the undersigned corporation executes the following certificate:

1. The present name of the corporation is: BELL BROADCASTING COMPANY.

2. The corporation identification number (CID) assigned by the Bureau is: 184-654.

3. The location of its registered office is: 2994 East Grand Boulevard, Detroit, Michigan 48202.

4. A new Article VIII is hereby added to the Articles of Incorporation as follows:

"ARTICLE VIII
DIRECTORS - VACANCIES

Vacancies in the Board of Directors occuring by reason of death resignation, removal, increase in the number of directors or otherwise shall be filled only by the affirmative vote of holders of fifty-one percent(51%)

of the shares of stock of the corporation issued and outstanding and entitled to vote on the election of directors. Each person so elected shall be a director for a term of office continuing only until the next election of directors by the shareholders. A vacancy that will occur at a specific date, by reason of a resignation effective at a later date or otherwise, may be filled before the vacancy occurs, but the newly elected director may not take office until the vacancy occurs."

5. The foregoing amendment to the Articles of Incorporation was duly adopted on the 11th day of May, 1993. The amendment was duly adopted in accordance with Section 611(2) of the Act by the vote of the shareholders entitled to vote thereon and the necessary votes were cast in favor of the amendment.

Signed this 11th day of May, 1993.

By: /s/ [ILLEGIBLE]

Its: CHAIRMAN

EXHIBIT 3.8

STATE OF DELAWARE

OFFICE OF THE SECRETARY OF STATE

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"ALLUR-DETROIT, INC.", A DELAWARE CORPORATION, WITH AND INTO "BELL BROADCASTING COMPANY" UNDER THE NAME OF "BELL BROADCASTING COMPANY", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MICHIGAN, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTIETH DAY OF DECEMBER, A.D. 2001, AT 9 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIS THIRTY-FIRST DAY OF DECEMBER, A.D. 2001.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

[SEAL] /s/ Harriet Smith Windsor

HARRIET SMITH WINDSOR, SECRETARY OF STATE

3472013 8100M AUTHENTICATION: 1522816

DATE: 12-21-01

010660299

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 12/20/2001
010660299 - 2312974

CERTIFICATE OF MERGER
OF
ALLUR-DETROIT, INC.
WITH AND INTO
BELL BROADCASTING COMPANY

The undersigned, officer of Bell Broadcasting Company, a Michigan corporation, (the "Surviving Corporation"), hereby certifies that this Certificate of Merger (the "Certificate") of Allur-Detroit, Inc., a Delaware corporation (the "Merging Corporation") and the Surviving Corporation is filed and executed pursuant to Section 252 of the General Corporation Law of the State of Delaware (the "Delaware Act") and that:

1. The constituent business corporations participating in the merger herein certified are:

(i) Bell Broadcasting Company, which is incorporated under the laws of the State of Michigan; and

(ii) Allur-Detroit, Inc., which is incorporated under the laws of the State of Delaware.

2. The Merging Corporation shall be merged into the Surviving Corporation (the "Merger").

3. An Agreement of Merger has been approved, adopted, certified, executed and acknowledged by the Boards of Directors and the shareholders of each of the Merging Corporation and the Surviving Corporation in accordance with the provisions of Section 251(c) of the Delaware Act.

4. The name of the Surviving Corporation in the Merger herein certified is Bell Broadcasting Company, which will continue its existence as the Surviving Corporation under its present name upon the effective date of the Merger pursuant to the provisions of the Delaware Act.

5. The Certificate of Incorporation of Bell Broadcasting Company, as now in force and effect, shall continue to be the Certificate of Incorporation of the Surviving Corporation until amended and changed pursuant to the provisions of the Delaware Act.

6. An executed copy of the Agreement of Merger is on file at the principal place of business of the Surviving Corporation, which is: 5900 Princess Garden Parkway, 8th Floor, Lanham, MD 20706.

7. A copy of the executed Agreement of Merger will be furnished by the Surviving Corporation on request and without cost to any stockholder of any constituent corporation.

[ILLEGIBLE]

8. This Certificate of Merger between the constituent corporations provides that the merger herein certified shall be effective for purposes of Delaware law on December 31, 2001

IN WITNESS WHEREOF, this Certificate has been executed by a duly authorized officer as of the 18th day of December, 2001.

Bell Broadcasting Company

By: /s/ Linda J. Eckard Vilardo

Name: LINDA J. ECKARD VILARDO
Title: Vice President

The surviving entity agrees that the Secretary of State of the State of Delaware can forward service of process for the non-surviving entity and mail the same to: 5900 Princess Garden Parkway, 7th Floor, Lanham, MD 20706.

[ILLEGIBLE]

STATE OF DELAWARE

OFFICE OF THE SECRETARY OF STATE

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "RADIO ONE OF DETROIT, LLC" FILED IN THIS OFFICE ON THE TWENTIETH DAY OF DECEMBER A.D. 2001, AT 9:01 O'CLOCK A.M.

AND I DO HEREBY FURTHER THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF FORMATION IS THE THIRTY-FIRST DAY OF DECEMBER, A.D.2001.

[SEAL] /s/ Harriet Smith Windsor

HARRIET SMITH WINDSOR, SECRETARY OF STATE

2903725 8100V AUTHENTICATION: 1522653

010660210 DATE: 12-21-01

STATE OF DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE OF FORMATION

- - FIRST: The name of the limited liability company is Radio One of Detroit, LLC.

- - SECOND: The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, DE 19808. The name of its Registered agent at such address is Corporation Service Company.

- - THIRD: This Certificate of Formation shall be effective on December 31, 2001

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Formation of Radio One of Detroit, LLC this 19th day of December, 2001.

BY: /s/ Donna Mcclurking-Fletchter

AUTHORIZED PERSON(s)

NAME: Donna Mcclurkin-Fletcher

TYPE OR PRINT

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:01 AM 12/20/2001
010660210 - 2903725

[ILLEGIBLE]

EXHIBIT 3.10

STATE OF DELAWARE

OFFICE OF THE SECRETARY OF STATE PAGE 1

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE CORPORATION UNDER THE NAME OF "RADIO ONE OF DETROIT, INC." TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "RADIO ONE OF DETROIT, INC." TO "RADIO ONE OF DETROIT, LLC", FILED IN THIS OFFICE ON THE TWENTIETH DAY OF DECEMBER, A.D. 2001, AT 9:01 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF CONVERSION IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2001.

/s/ Harriet Smith Windsor

[SEAL] HARRIET SMITH WINDSOR, SECRETARY OF STATE

2903725 8100V AUTHENTICATION: 1522653

010660210 DATE: 12-21-01

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:01 AM 12/20/2001
010660210 - 2903725

STATE OF DELAWARE
CERTIFICATE OF CONVERSION
FROM A CORPORATION TO
A LIMITED LIABILITY COMPANY
PURSUANT TO SECTION
266 OF THE DELAWARE GENERAL
CORPORATION LAW.

1.) The name of the corporation immediately prior to filing this Certificate is Radio One of Detroit, Inc.

2.) The date the Certificate of Incorporation was filed on is June 3, 1998.

3.) The original name of the corporation as set forth in the Certificate of Incorporation is Radio One of Detroit, Inc.

4.) The name of the limited liability company as set forth in the formation is Radio One of Detroit, LLC.

5.) The conversion has been approved in accordance with the provisions of Section 266.

6.) This Certificate of Conversion shall be effective on December 31, 2001

Radio One of Detroit, Inc.

BY: /s/ Linda J. Eckard Vilardo

Authorized Officer

Name: LINDA J. ECKARD VILARDO

VICE PRESIDENT

[ILLEGIBLE]

THE FIRST STATE

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "RADIO ONE OF ATLANTA, LLC" FILED IN THIS OFFICE ON THE TWENTIETH DAY OF DECEMBER, A.D. 2001, AT 9:01 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF FORMATION IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2001.

/s/ Harriet Smith Windsor

[SEAL] ----------

Harriet Smith Windsor, Secretary of State

2445781 8100V AUTHENTICATION: 1540736

010660255 DATE: 01-04-02

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:01 AM 12/20/2001
010660255 - 2445781

STATE OF DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE OF FORMATION

- - FIRST: The name of the limited liability company is Radio One of Atlanta, LLC.

- - SECOND: The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, DE 19808. The name of its Registered agent at such address is Corporation Service Company.

- - THIRD: This Certificate of Formation shall be effective on December 31, 2001.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Formation of Radio One of Atlanta, LLC this 19th day of December, 2001.

BY: /s/ Donna Mcclurkin-Fletcher

AUTHORIZED PEREON(s)

NAME: Donna Mcclurkin Fletcher

TYPE OR PRINT

EXHIBIT 3.12

DELAWARE PAGE 1

THE FIRST STATE

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE CORPORATION UNDER THE NAME OF "RADIO ONE OF ATLANTA, INC." TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "RADIO ONE OF ATLANTA, INC." TO "RADIO ONE OF ATLANTA, LLC", FILED IN THIS OFFICE ON THE TWENTIETH DAY OF DECEMBER, A.D. 2001, AT 9:01 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF CONVERSION IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2001.

/s/ Harriet Smith Windsor
[SEAL] ----------
Harriet Smith Windsor, Secretary of State

2445781 8100V AUTHENTICATION: 1540736

010660255 DATE: 01-04-02

STATE OF DELAWARE
SECRETARY Of STATE
DIVISION OF CORPORATIONS
FILED 09:01 AM 12/20/2001
010660255 - 2445781

STATE OF DELAWARE
CERTIFICATE OF CONVERSION
FROM A CORPORATION TO
A LIMITED LIABILITY COMPANY
PURSUANT TO SECTION
266 OF THE DELAWARE GENERAL
CORPORATION LAW.

1.) The name of the corporation immediately prior to filing this Certificate is Radio One of Atlanta, Inc.

2.) The date the Certificate of Incorporation was filed on is October 21, 1994.

3.) The original name of the corporation as set forth in the Certificate of Incorporation is Atlanta Acquisition, Inc.

4.) The name of the limited liability company as set forth in the formation is Radio One of Atlanta, LLC.

5.) The conversion has been approved in accordance with the provisions of Section 266.

6.) This Certificate of Conversion shall be effective on December 31, 2001.

Radio One of Atlanta, Inc.

By: /s/ Linda J. Eckard Vilardo

AUTHORIZED OFFICER

Name: LINDA J. ECKARD VILARDO

VICE PRESIDENT

EXHIBIT 3.13

STATE OF DELAWARE

OFFICE OF THE SECRETARY OF STATE PAGE 2

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "ROA LICENSES, LLC" FILED IN THIS OFFICE ON THE TWENTIETH DAY OF DECEMBER, A.D. 2001, AT 9:01 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF FORMATION IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2001.

/s/ Harriet Smith Windsor

[SEAL] ----------

Harriet Smith Windsor, Secretary of State

3008090 8100V AUTHENTICATION: 1522646

010660249 DATE: 12-21-01

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:01 AM 12/20/2001
010660249 - 3008090

STATE OF DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE OF FORMATION

- - FIRST: The name of the limited liability company is ROA Licenses, LLC.

- - SECOND: The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, DE 19808. The name of its Registered agent at such address is Corporation Service Company.

- - THIRD: This Certificate of Formation shall be effective on December 31, 2001.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Formation of ROA Licenses, LLC this 19th day of December, 2001.

BY: /s/ Donna Mcclurkin-Fletcher

AUTHORIZED PERSON(s)

NAME: Donna Mcclurtin-Fletcher

TYPE OR PRINT

EXHIBIT 3.14

STATE OF DELAWARE

OFFICE OF THE SECRETARY OF STATE

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE CORPORATION UNDER THE NAME OF "ROA LICENCES, INC." TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "ROA LICENSES, INC." TO "ROA LICENSES, LLC", FILED IN THIS OFFICE ON THE TWENTIETH DAY OF DECEMBER, A.D. 2001, AT 9:01 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF CONVERSION IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2001.

/s/ Harriet Smith Windsor

[SEAL] ----------

Harriet Smith Windsor, Secretary of State

3008090 8100V AUTHENTICATION: 1522646

010660249 DATE: 12-21-01

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:01 AM 12/20/2001
010660249 - 3008090

STATE OF DELAWARE
CERTIFICATE OF CONVERSION
FROM A CORPORATION TO
A LIMITED LIABILITY COMPANY
PURSUANT TO SECTION
266 OF THE DELAWARE GENERAL
CORPORATION LAW.

1.) The name of the corporation immediately prior to filing this Certificate is ROA Licenses, Inc.

2.) The date the Certificate of Incorporation was filed on is February 22, 1999.

3.) The original name of the corporation as set forth in the Certificate of Incorporation is ROA Licenses, Inc.

4.) The name of the limited liability company as set forth in the formation is ROA Licenses, LLC.

5.) The conversion has been approved in accordance with the provisions of Section 266.

6.) This Certificate of Conversion shall be effective on December 31, 2001.

ROA Licenses, Inc.

By: /s/ Linda J. Eckard Vilardo

Authorized Officer

Name: LINDA J. ECKARD VILARDO

VICE PRESIDENT

EXHIBIT 3.15

STATE OF DELAWARE

OFFICE OF THE SECRETARY OF STATE

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "RADIO ONE OF CHARLOTTE, LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE TWENTY-FOURTH DAY OF MAY, A.D. 2000, AT 9 O'CLOCK A.M.

/s/ Edward J. Freel

[SEAL] ----------

Edward J. Freel, Secretary of State

3233919 8100H AUTHENTICATION: 0466687

001272925 DATE: 05-30-00

CERTIFICATE OF FORMATION

OF

RADIO ONE OF CHARLOTTE, LLC

The undersigned, for the purpose of forming a limited liability company pursuant to Section 18-201 of the Delaware Limited Liability Company Act, does hereby certify as follows:

ARTICLE ONE
Name

The name of the limited liability company is Radio One of Charlotte, LLC (the "LLC").

ARTICLE TWO
Registered Agent and Office

The address of the registered office of the LLC in the State of Delaware is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805. The name of its registered agent at such address is Corporation Service Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of May 24, 2000.

/s/ Erin M. Bishop

Erin M. Bishop
Authorized Person

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 05/24/2000
001264761 - 3233919

STATE OF DELAWARE

OFFICE OF THE SECRETARY OF STATE

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "RADIO ONE OF AUGUSTA, LLC" FILED IN THIS OFFICE ON THE TWENTIETH DAY OF DECEMBER, A.D. 2001, AT 9 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF FORMATION IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2001.

/s/ Harriet Smith Windsor

[SEAL] ----------

HARRIET SMITH WINDSOR, SECRETARY OF STATE

3232492 8100V AUTHENTICATION: 1522697

010660187 DATE: 12-21-01

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 12/20/2001
010660187 - 3232492

STATE OF DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE OF FORMATION

- - FIRST: The name of the limited liability company is Radio One of Augusta, LLC.

- - SECOND: The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, DE 19808. The name of its Registered agent at such address is Corporation Service Company.

- - THIRD: This Certificate of Formation shall be effective on December 31, 2001

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Formation of Radio One of Augusta, LLC this 19th day of December, 2001.

BY: /s/ Donna Mcclurkin-Fletcher

AUTHORIZED PERSON(s)

NAME: Donna Mcclurkin-Fletcher

TYPE OR PRINT

[ILLEGIBLE]

EXHIBIT 3.17

STATE OF DELAWARE

OFFICE OF THE SECRETARY OF STATE

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE CORPORATION UNDER THE NAME OF "RADIO ONE OF AUGUSTA, INC." TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "RADIO ONE OF AUGUSTA, INC." TO "RADIO ONE OF AUGUSTA, LLC", FILED IN THIS OFFICE ON THE TWENTIETH DAY OF DECEMBER, A.D. 2001, AT 9 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF CONVERSION IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2001.

/s/ Harriet Smith Windsor
[SEAL] ----------
HARRIET SMITH WINDSOR, SECRETARY OF STATE

3232492 8100V AUTHENTICATION: 1522697

010660187 DATE: 12-21-01

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 12/20/2001
010660187 - 3232492

STATE OF DELAWARE
CERTIFICATE OF CONVERSION
FROM A CORPORATION TO
A LIMITED LIABILITY COMPANY
PURSUANT TO SECTION
266 OF THE DELAWARE GENERAL
CORPORATION LAW.

1.) The name of the corporation immediately prior to filing this Certificate is Radio One of Augusta, Inc.

2.) The date the Certificate of Incorporation was filed on is August 22, 2000.

3.) The original name of the corporation as set forth in the Certificate of Incorporation is Radio One of Augusta, Inc.

4.) The name of the limited liability company as set forth in the formation is Radio One of Augusta, LLC.

5.) The conversion has been approved in accordance with the provisions of Section 266.

6.) This Certificate of Conversion shall be effective on December 31, 2001

Radio One of Augusta, Inc.

By: /s/ Linda J. Eckard Vilardo

Authorized Officer

Name: LINDA J. ECKARD VILARDO

Vice President

[ILLEGIBLE]

STATE OF DELAWARE

OFFICE OF THE SECRETARY OF STATE

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "CHARLOTTE BROADCASTING, LLC" FILED IN THIS OFFICE ON THE TWENTIETH DAY OF DECEMBER, A.D. 2001, AT 9 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF FORMATION IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2001.

/s/ Harriet Smith Windsor

[SEAL] ----------

HARRIET SMITH WINDSOR, SECRETARY OF STATE

2498175 8100V AUTHENTICATION: 1522690

010660194 DATE: 12-21-01

STATE OF DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE OF FORMATION

- - FIRST: The name of the limited liability company is Charlotte Broadcasting, LLC.

- - SECOND: The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, DE 19808. The name of its Registered agent at such address is Corporation Service Company.

- - THIRD: This Certificate of Formation shall be effective on December 31, 2001

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Formation of Charlotte Broadcasting, LLC this 19th day of December, 2001.

BY: /s/ Donna Mcclurkin-Fletcher

AUTHORIZED PERSON(s)

NAME: Donna Mcclurkin-Fletcher

TYPE OR PRINT

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 12/20/2001
010660194 - 2498175

[ILLEGIBLE]

EXHIBIT 3.19

STATE OF DELAWARE

OFFICE OF THE SECRETARY OF STATE

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE CORPORATION UNDER THE NAME OF "DAVIS BROADCASTING OF CHARLOTTE, INC." TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "DAVIS BROADCASTING OF CHARLOTTE, INC." TO "CHARLOTTE BROADCASTING, LLC", FILED IN THIS OFFICE ON THE TWENTIETH DAY OF DECEMBER, A.D. 2001, AT 9 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF CONVERSION IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2001.

/s/ Harriet Smith Windsor

[SEAL] ----------

HARRIET SMITH WINDSOR, SECRETARY OF STATE

2498175 8100V AUTHENTICATION: 1522690

010660194 DATE: 12-21-01

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 12/20/2001
010660194 - 2498175

STATE OF DELAWARE
CERTIFICATE OF CONVERSION
FROM A CORPORATION TO
A LIMITED LIABILITY COMPANY
PURSUANT TO SECTION
266 OF THE DELAWARE GENERAL
CORPORATION LAW.

1.) The name of the corporation immediately prior to filing this Certificate is Davis Broadcasting of Charlotte, Inc.

2.) The date the Certificate of Incorporation was filed on is April 12, 1995.

3.) The original name of the corporation as set forth in the Certificate of Incorporation is Davis Broadcasting of Charlotte, Inc.

4.) The name of the limited liability company as set forth in the formation is Charlotte Broadcasting, LLC.

5.) The conversion has been approved in accordance with the provisions of Section 266.

6.) This Certificate of Conversion shall be effective on December 31, 2001

Davis Broadcasting of Charlotte, Inc.

By: /s/ Linda J. Eckard Vilardo

Authorized Officer

Name: LINDA J. ECKARD VILARDO

Vice President

[ILLEGIBLE]

EXHIBIT 3.20

STATE OF DELAWARE

OFFICE OF THE SECRETARY OF STATE

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "RADIO ONE OF NORTH CAROLINA, LLC" FILED IN THIS OFFICE ON THE TWENTIETH DAY OF DECEMBER, A.D. 2001, AT 9 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF FORMATION IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2001.

/s/ Harriet Smith Windsor

[SEAL] ----------

HARRIET SMITH WINDSOR, SECRETARY OF STATE

3234231 8100V AUTHENTICATION: 1522717

010660162 DATE: 12-21-01

STATE OF DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE OF FORMATION

- - FIRST: The name of the limited liability company is Radio One of North Carolina, LLC.

- - SECOND: The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, DE 19808. The name of its Registered agent at such address is Corporation Service Company.

- - THIRD: This Certificate of Formation shall be effective on December 31, 2001

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Formation of Radio One of North Carolina, LLC this 19th day of December, 2001.

BY: /s/ Donna Mcclurkin-Fletcher

AUTHORIZED PERSON(s)

NAME: Donna Mcclurkin-Fletcher

TYPE OR PRINT

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 12/20/2001
010660162 - 3234231

[ILLEGIBLE]

EXHIBIT 3.21

STATE OF DELAWARE

OFFICE OF THE SECRETARY OF STATE

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE CORPORATION UNDER THE NAME OF "RADIO ONE OF NORTH CAROLINA, INC." TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "RADIO ONE OF NORTH CAROLINA, INC." TO " RADIO ONE OF NORTH CAROLINA, LLC", FILED IN THIS OFFICE ON THE TWENTIETH DAY OF DECEMBER, A.D. 2001, AT 9 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF CONVERSION IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2001.

[SEAL] /s/ Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

3234231 8100V AUTHENTICATION: 1522717

010660162 DATE: 12-21-01

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 12/20/2001
010660162 - 3234231

STATE OF DELAWARE
CERTIFICATE OF CONVERSION
FROM A CORPORATION TO
A LIMITED LIABILITY COMPANY
PURSUANT TO SECTION
266 OF THE DELAWARE GENERAL
CORPORATION LAW.

1.) The name of the corporation immediately prior to filing this Certificate is Radio One of North Carolina, Inc.

2.) The date the Certificate of Incorporation was filed on is May 25, 2000.

3.) The original name of the corporation as set forth in the Certificate of Incorporation is Radio One of North Carolina, Inc.

4.) The name of the limited liability company as set forth in the formation is Radio One of North Carolina, LLC.

5.) The conversion has been approved in accordance with the provisions of Section 266.

6.) This Certificate of Conversion shall be effective on December 31, 2001

Radio One of North Carolina, Inc.

By: /s/ Linda J. Eckard Vilardo

Authorized Officer

Name: LINDA J. ECKARD VILARDO
Vice President

[ILLEGIBLE]

EXHIBIT 3.22

STATE OF DELAWARE

OFFICE OF THE SECRETARY OF STATE

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "RADIO ONE OF BOSTON, INC.", FILED IN THIS OFFICE ON THE SEVENTEENTH DAY OF MARCH, A.D. 2000, AT 9 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

[SEAL] /s/ Edward J. Freel

Edward J. Freel, Secretary of State

3195762 8100

AUTHENTICATION: 0322172

001135831 DATE: 03-17-00

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION Of CORPORATIONS
FILED 09:00 AM 03/17/2000
001135831 - 3195762

CERTIFICATE OF INCORPORATION

OF

RADIO ONE OF BOSTON, INC.

The undersigned natural person of the age of eighteen years or more for the purpose of organizing a corporation for conducting the business and promoting the purposes hereinafter stated, under the provisions and subject to the requirements of the laws of the State of Delaware (particularly Chapter 1, Title 8 of the Delaware Code and the acts amendatory thereof and supplemental thereto, and known, identified, and referred to as the "General Corporation Law of the State of Delaware"), hereby certifies that:

ARTICLE FIRST:

The name of the corporation is Radio One of Boston, Inc. (hereinafter the "Corporation").

ARTICLE SECOND:

The address of the Corporation's registered office in the State of Delaware is 1013 Centre Road, Wilmington, Delaware, 19805, in the City of Wilmington, County of New Castle. The name of the registered agent at such address is the Corporation Service Company.

ARTICLE THIRD:

The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the Stale of Delaware.

ARTICLE FOURTH:

The total number of shares of stock which the Corporation has the authority to issue is one thousand (1,000) shares of Common Stock, with a par value of $0.01 per share.

ARTICLE FIFTH:

The name and address of the sole incorporator is as follows:

NAME:	ADDRESS:
Donna McClurkin-Fletcher	c/o Kirkland & Ellis 655 fifteenth Street, NW Washington, DC 20005

ARTICLE SIXTH:

The Corporation is to have perpetual existence.

ARTICLE SEVENTH:

In furtherance and not in limitation of the powers conferred by statute, the board of directors of the Corporation is expressly authorized to make, alter or repeal the By-Laws of the Corporation.

ARTICLE EIGHTH:

Meetings of stockholders may be held within or without the State of Delaware, as the By-Laws of the Corporation may provide. The books of the Corporation my be kept outside the State of Delaware at such place or places as may be designated from time to time by the board of directors or in the By-Laws of the Corporation. Election of directors need not be by written ballot unless the By-Laws of the Corporation so provide.

ARTICLE NINTH:

To the fullest extent permitted by the General Corporation Law of the State of Delaware as the same exists or may hereafter be amended, a director of this Corporation shall not be liable to the Corporation or its stockholders for monetary damages for a breach of fiduciary duty as director. Any repeal or modification of this ARTICLE NINTH shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE TENTH:

The Corporation expressly elects not to be governed by Section 203 of the General Corporation Law of the State of Delaware.

ARTICLE ELEVENTH:

The Corporation reserves the right to amend, alter, change or repeal any provision contained in this certificate of incorporation in the manner now or hereafter prescribed herein and by the laws of the State of Delaware, and all rights conferred upon stockholders herein are granted subject to this reservation.

I,the undersigned, being the sole incorporator hereinbefore named, for the purpose of forming a corporation in pursuance of the General Corporation Law of the State of Delaware,do make and file this certificate, hereby declaring and certifying that the facts herein stated are true, and accordingly have hereunder set my hand this 17th day of March, 2000.

/s/ Donna McClurkin-Fletcher

Donna McClurkin-Fletcher, Sole Incorporator

EXHIBIT 3.23

STATE OF DELAWARE

OFFICE OF THE SECRETARY OF STATE

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "RADIO ONE OF BOSTON LICENSES, LLC" FILED IN THIS OFFICE ON THE TWENTIETH DAY OF DECEMBER, A.D. 2001, AT 9 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF FORMATION IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2001.

[SEAL] /s/ Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

3312783 8100V AUTHENTICATION: 1522719

010660169 DATE: 12-21-01

STATE OF DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE OF FORMATION

- FIRST: The name of the limited liability company is Radio One of Boston Licenses, LLC.

- SECOND: The address of its registered office in the State of Delaware is 2711 Canterville Road, Suite 400, Wilmington, DE 19808. The name of its Registered agent at such address is Corporation Service Company.

- THIRD: This Certificate of Formation shall be effective on December 31, 2001

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Formation of Radio One of Boston Licenses, LLC this 19th day of December, 2001.

BY: /s/ Donna Mcclurkin-Fletcher

AUTHORIZED PERSON(s)

NAME: Donna Mcclurlkin-Fletcher

TYPE OR PRINT

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 12/20/2001
010660169 - 3312783

[ILLEGIBLE]

EXHIBIT 3.24

STATE OF DELAWARE

OFFICE OF THE SECRETARY OF STATE

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE CORPORATION UNDER THE NAME OF "RADIO ONE OF BOSTON LICENSES, INC." TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "RADIO ONE OF BOSTON LICENSES, INC." TO "RADIO ONE OF BOSTON LICENSES, LLC", FILED IN THIS OFFICE ON THE TWENTIETH DAY OF DECEMBER, A.D. 2001, AT 9 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF CONVERSION IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2001.

[SEAL] /s/ Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

3312783 8100V AUTHENTICATION: 1522719

010660169 DATE: 12-21-01

STATE OF DELAWARE
CERTIFICATE OF CONVERSION
FROM A CORPORATION TO
A LIMITED LIABILITY COMPANY
PURSUANT TO SECTION
266 OF THE DELAWARE GENERAL
CORPORATION LAW.

1.) The name of the corporation immediately prior to filing this Certificate is Radio One of Boston Licenses, Inc.

2.) The date the Certificate of Incorporation was filed on is November 6, 2000.

3.) The original name of the corporation as set forth in the Certificate of Incorporation is Radio One of Boston Licenses, Inc.

4.) The name of the limited liability company as set forth in the formation is Radio One of Boston Licenses, LLC.

5.) The conversion has been approved in accordance with the provisions of Section 266.

6.) This Certificate of Conversion shall be effective on December 31, 2001

Radio One of Boston Licenses, Inc.

By: /s/ Linda J. Eckard Vilardo

Authorized Officer

Name: LINDA J. ECKARD VILARDO

Vice President

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 12/20/2001
010660169 - 3312783

[ILLEGIBLE]

EXHIBIT 3.25

STATE OF DELAWARE

OFFICE OF THE SECRETARY OF STATE

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "BLUE CHIP MERGER SUBSIDIARY, INC.", FILED IN THIS OFFICE ON THE SEVENTH DAY OF FEBRUARY, A. D. 2001, AT 9 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

[SEAL] /s/ Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

3353826 8100 AUTHENTICATION: 0960597

010062636 DATE: 02-07-01

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 02/07/2001
010062636 - 3353826

CERTIFICATE OF INCORPORATION

OF

BLUE CHIP MERGER SUBSIDIARY, INC.

The undersigned natural person of the age of eighteen years or more for the purpose of organizing a corporation for conducting the business and promoting the purposes hereinafter stated, under the provisions and subject to the requirements of the laws of the State of Delaware (particularly Chapter 1, Title 8 of the Delaware Code and the acts amendatory thereof and supplemental thereto, and known, identified, and referred to as the "General Corporation Law of the State of Delaware"), hereby certifies that:

ARTICLE FIRST:

The name of the corporation is Blue Chip Merger Subsidiary, Inc. (hereinafter the "Corporation").

ARTICLE SECOND:

The address of the Corporation's registered office in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware, 19808, County of New Castle. The name of the registered agent at such address is the Corporation Service Company.

ARTICLE THIRD:

The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

ARTICLE FOURTH:

The total number of shares of stock which the Corporation has the authority to issue is one thousand (1,000) shares of Common Stock, with a par value of $0.01 per share.

ARTICLE FIFTH:

The name and address of the sole incorporator is as follows:

NAME:	ADDRESS:
Donna McClurkin-Fletcher	c/o Kirkland & Ellis 655 Fifteenth Street, NW Washington, DC 20005

ARTICLE SIXTH:

The Corporation is to have perpetual existence.

ARTICLE SEVENTH:

In furtherance and not in limitation of the powers conferred by statute, the board of directors of the Corporation is expressly authorized to make, alter or repeal the By-Laws of the Corporation.

ARTICLE EIGHTH:

Meetings of stockholders may be held within or without the State of Delaware, as the By-Laws of the Corporation may provide. The books of the Corporation my be kept outside the State Of Delaware at such place or places as may be designated from time to time by the board of directors or in the By-Laws of the Corporation. Election of directors need not be by written ballot unless the By-Laws of the Corporation so provide.

ARTICLE NINTH:

To the fullest extent permitted by the General Corporation Law of the State of Delaware as the same exists or may hereafter be amended, a director of this Corporation shall not be liable to the Corporation or its stockholders for monetary damages for a breach of fiduciary duty as director. Any repeal or modification of this ARTICLE NINTH shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE TENTH:

The Corporation expressly elects not to be governed by Section 203 of the General Corporation Law of the State of Delaware.

ARTICLE ELEVENTH:

The Corporation reserves the right to amend, alter, change or repeal any provision contained in this certificate of incorporation in the manner now or hereafter prescribed herein and by the laws of the State of Delaware, and all rights conferred upon stockholders herein are granted subject to this reservation.

I, the undersigned, being the sole incorporator hereinbefore named, for the purpose of forming a corporation in pursuance of the General Corporation Law of the State of Delaware, do make and file this certificate, hereby declaring and certifying that the facts herein stated are true, and accordingly have hereunto set my hand this 7th day of February, 2001.

/s/ Donna McClurkin-Fletcher

Donna McClurkin-Fletcher, Sole Incorporator

EXHIBIT 3.26

STATE OF DELAWARE PAGE 1

OFFICE OF THE SECRETARY OF STATE

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGER:

"BLUE CHIP BROADCASTING, INC.", A DELAWARE CORPORATION, WITH AND INTO "BLUE CHIP MERGER SUBSIDIARY, INC." UNDER THE NAME OF "BLUE CHIP MERGER SUBSIDIARY, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TENTH DAY OF AUGUST, A.D. 2001, AT 9 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

/s/ Harriet Smith Windsor

[SEAL] Harriet Smith Windsor, Secretary of State

3353826 8100M AUTHENTICATION: 1289462

010391660 DATE: 18-10-01

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 08/10/2001
010391660 - 3353826

CERTIFICATE OF MERGER
OF
BLUE CHIP BROADCASTING, INC.
(a Delaware corporation)
INTO
BLUE CHIP MERGER SUBSIDIARY, INC.
(a Delaware corporation)

(Pursuant to Section 251 of the General Corporation Law of the State of Delaware)

The undersigned corporation does hereby certify:

FIRST: The name, form of entity and state of organization of each of the [ILLEGIBLE] entities of the merger are as follows:

	Form of Entity	State of Organization
Blue Chip Broadcasting, Inc.	corporation	Delaware
Blue Chip Merger Subsidiary, Inc.	corporation	Delaware

SECOND: The Merger Agreement, dated as of February 7, 2001, by and among Radio One, Inc., a Delaware corporation, Blue Chip Merger Subsidiary, Inc., a Delaware corporation, L. Ross Love, Cheryl H. Love, LRC Love Limited Partnership, Love Family Limited Partnership, J. Kenneth Blackwell, Windings Lane Partnership, Ltd., Lovie L. Ross, Calvin D. Buford, Buford Family Limited Partnership, C. Howard Buford, Thomas Revely, III, Vada Hill, Steven R. Love, Stephen E. Kaufmann, George C. Hale, Sr., R. Dean Meiszer, EGI-Fund(99) Investors, L.L.C., Torchstar Communications, LLC, Blue Chip Venture Funds Partnership, Trebuchet Corporation, Quetzal/J.P. Morgan Partners, L.P., and Blue Chip Broadcasting, Inc., a Delaware Corporation (the "Merger Agreement") has been approved, adopted, certified, executed and acknowledged by each of the constituent entities in accordance with Sections 251 and 228 of the General Corporation Law of the State of Delaware.

THIRD: The name of the entity surviving the merger is Blue Chip Merger Subsidiary, Inc. (the "Surviving Corporation").

FOURTH: The executed Merger Agreement is on file at the principal place of the Surviving Corporation. The address of said principal place of business is 5900 [ILLEGIBLE] Parkway, Lanham, Maryland 20706.

FIFTH: A copy of the Merger Agreement will be furnished upon request and [ILLEGIBLE] to any stockholder of any constituent entity.

SIXTH: The certificate of incorporation of the Surviving Corporation shall [ILLEGIBLE] force and effect as the certificate of incorporation of the Surviving Corporation.

* * * * * * * * * *

[ILLEGIBLE] WITNESS WHEREOF, the undersigned has executed this Certificate of Merger of August, 2001.

BLUE CHIP MERGER SUBSIDIARY, INC.,
a Delaware corporation

By: /s/ Alfred C. Liggins, III

Name: Alfred C. Liggins, III
Title: President

EXHIBIT 3.27

THE STATE OF OHIO

BOB TAFT

Secretary of State

859067

CERTIFICATE

IT IS HEREBY CERTIFIED that the Secretary of State of Ohio has custody of the Records of Incorporation and Miscellaneous Filings; that said records show the filing and recording of: ARF MIS

of:

BLUE CHIP BROADCASTING COMPANY

UNITED STATES OF AMERICA
STATE OF OHIO
OFFICE OF THE SECRETARY OF STATE

[SEAL]

Recorded on Roll 9329 at Frame 0003 of the Records of Incorporated and Miscellaneous Filings.

WITNESS MY HAND AND THE SEAL OF THE SECRETARY OF STATE AT COLUMBUS, OHIO, THIS 13TH DAY OF DEC

A.D. 1993

/s/ BOB TAFT
BOB TAFT
Secretary of State

ARTICLES OF INCORPORATION

OF

BLUE CHIP BROADCASTING COMPANY

APPROVED

BY: /s/ [ILLEGIBLE]

DATE: 12-13-93
[ILLEGIBLE] $ 100
93121400301

The undersigned, desiring to form a corporation for profit under the General Corporation Law of Ohio, does hereby certify:

FIRST: The name of the corporation is Blue Chip Broadcasting Company.

SECOND: The place in Ohio where the principal office of the corporation is to be located is Cincinnati, Hamilton County, Ohio.

THIRD: The purpose for which the corporation is formed is to engage in any lawful act or activity for which corporations may be formed under Sections 1701.01 to 1701.98 inclusive, of the Ohio Revised Code.

FOURTH: The number of shares which the corporation is authorized to have outstanding is one thousand (1,000), all of which shall be common shares without par value.

FIFTH: The corporation, by action of its board of directors, may purchase its own shares at any time and from time-to-time to the extent permitted by law.

IN WITNESS WHEREOF, the undersigned incorporator has signed these Articles of Incorporation on this 13th day of December, 1993.

/s/ Janet E. Finley,

Janet E. Finley, Incorporator

ORIGINAL APPOINTMENT OF STATUTORY AGENT

KNOW ALL MEN BY THESE PRESENTS, that Janet E. Finley of One Columbus, 10 West Broad Street, Suite 1000, Columbus, Ohio 43215, a natural person and resident of Ohio, is hereby appointed as the person on whom process, tax notices and demands against Blue Chip Broadcasting Company may be served.

/s/ Janet E. Finley,

Janet E. Finley, Incorporator

ACCEPTANCE OF APPOINTMENT

The undersigned, Janet E. Finley, named herein as the statutory agent for Blue Chip Broadcasting Company, hereby acknowledges and accepts the appointment of statutory agent for said corporation.

/s/ Janet E. Finley,

Janet E. Finley, Statutory Agent

EXHIBIT 3.28

THE STATE OF OHIO

BOB TAFT

Secretary of State

859067

CERTIFICATE

IT IS HEREBY certified that the Secretary of State of Ohio has custody of the Records of Incorporation and Miscellaneous Filings; that said records show the filing and recording of: AMD MIS CHN of:

BLUE CHIP BROADCAST COMPANY FORMERLY BLUE CHIP BROADCASTING COMPANY

UNITED STATES OF AMERICA
STATE OF OHIO
OFFICE OF THE SECRETARY OF STATE

Recorded on Roll 9334 at Frame 0606 of the Records of Incorporation and Miscellaneous Filings.

[SEAL]

WITNESS MY HAND AND THE SEAL OF THE SECRETARY OF STATE AT COLUMBUS, OHIO, THIS 17TH DAY OF DEC A.D. 1993.

/s/ Bob Taft
BOB TAFT
Secretary of State

Prescribed by
Bob Taft, Secretary of State
[SEAL] 30 East Broad Street, 14th Floor
Columbus, Ohio 43266-0418
Form C-109 (January 1991)

Charter No. 859067
Approved _____
Date 12-17-93
Fee 35.00 _____

CERTIFICATE OF AMENDMENT BY INCORPORATORS
TO ARTICLES OF

BLUE CHIP BROADCASTING COMPANY

(Name of Corporation)
(Sec. 1701.70(A) O.R.C.)

WE, the undersigned, being all of the incorporators of the above named corporation, do certify that the subscriptions to shares have not been received in such amount that the stated capital of such shares is at least equal to the stated capital set forth in the articles as that with which the corporation will begin business and that we have elected to amend the articles as follows:

RESOLVED that Article FIRST of the Corporation's Articles of Incorporation be deleted and that the following be substituted therefor:

FIRST: The name of the corporation is BLUE CHIP BROADCAST COMPANY.

RECEIVED
DEC 17 1993
SECRETARY OF STATE

IN WITNESS WHEREOF, we, being all of the incorporators of the above named corporation, have hereto subscribed our names this 17th day of December 1993.

BY /s/ Janet E. Finley

Janet E. Finley, Sole Incorporator

RECEIVED
DEC 17 1993
BOB TAFT
[ILLEGIBLE]

BY _____

BY _____
(Incorporators)

EXHIBIT 3.29

THE STATE OF OHIO

BOB TAFT

Secretary of State

859067

CERTIFICATE

IT IS HEREBY CERTIFIED that the Secretary of State of Ohio has custody of the Records of Incorporation and Miscellaneous Filings; that said records show the filing and recording of: AMD MIS INC of:

BLUE CHIP BROADCAST COMPANY

UNITED STATES OF AMERICA
STATE OF OHIO
OFFICE OF THE SECRETARY OF STATE

Recorded on Roll 5749 at Frame 1661 of the Records of Incorporation and Miscellaneous Filings.

[SEAL]

Witness my hand and the seal of the Secretary of State at Columbus, Ohio, this 18TH day of FEB A.D. 1997.

/s/ Bob Taft
BOB TAFT
Secretary of State

Prescribed by
BOB TAFT, Secretary of State
[SEAL] 30 East Broad Street, 14th Floor
Columbus Ohio 43266-0418

Charter NO. 859067
Approved RB
Date 2/18/97
Fee 185.00
97021823701

CERTIFICATE OF AMENDMENT
BY SHAREHOLDERS TO THE ARTICLES OF INCORPORATION OF

BLUE CHIP BROADCAST COMPANY

Luther Ross Love. Jr., who is President and Calvin D. Buford, who is Secretary of the above named Ohio corporation, organized for profit do hereby certify that: [Please check the appropriate box and complete the appropriate statement]

[ ] a meeting of the shareholders was duly called and held on ____, 19__, at which meeting a quorum of the shareholders was present in person or by proxy, and by the affirmative vote of the holders of shares entitling them to exercise _% of the voting power of the corporation.

[X] in a writing signed by all of the shareholders who would be entitled to notice of a meeting held for that purpose.

the following resolution to amend the articles was adopted:

RESOLVED, that Article FOURTH of the Corporation's Articles of Incorporation be deleted and that the following be substituted therefor:

FOURTH: The number of shares which the corporation is authorized to have outstanding is four thousand (4,000), all of which shall be common shares, without par value.

IN WITNESS WHEREOF, the above named officers, acting for and on behalf of the corporation, have hereto subscribed their names this 18th day of February 1997.

BY: /s/ L. Ross Love

Title: President

By: /s/ Calvin D. Buford

Title: Secretary

NOTE: OHIO LAW DOES NOT PERMIT ONE OFFICER TO SIGN IN TWO CAPACITIES. TWO SEPARATE SIGNATURES ARE REQUIRED, EVEN IF THIS NECESSITATES THE ELECTION OF A SECOND OFFICER BEFORE THE FILING CAN BE MADE.

EXHIBIT 3.30

ARTICLES OF ORGANIZATION [ILLEGIBLE]
960306700501

(Under Section 1705.04 of the Ohio Revised Code:
Limited Liability Company

The undersigned, desiring to form a limited liability company, under Chapter 1705 of the Ohio Revised Code, do hereby state the following:

FIRST: The name of said limited liability company shall be Blue Chip Broadcasting, Ltd.

SECOND: This limited liability company shall exist for a period of thirty (30) years.

THIRD: The address to which interested persons may direct requests for copies of any operating agreement and any bylaws of this limited liability company is:

7030 Reading Road, Suite 316
Cincinnati, Ohio 45237

IN WITNESS WHEREOF, we have hereunto subscribed our names, this 5th day of March, 1996.

BLUE CHIP BROADCAST COMPANY

By: /s/ L. Ross Love
L. Ross Love, President

BLUE CHIP CAPITAL FUND
LIMITED PARTNERSHIP

By Blue Chip Venture Company
its general partner

By: /s/ Z. David Patterson
Z. David Patterson
Vice President

CONSENT FOR USE OF [ILLEGIBLE]

On the 4th day of March, 1996, the Board of Directors of Blue Chip Broadcast Company, Charter No. 859067 passed the following resolution:

RESOLVED, that Blue Chip Broadcast Company gives its consent to Blue Chip Broadcasting, LTD. to use the name Blue Chip Broadcasting, Ltd.

Date: March 5, 1996

Signed: /s/ Calvin D. Buford

Calvin D. Buford, Secretary

Signed: /s/ L. Ross Love

/s/ L. Ross Love, President

CONSENT

ORIGINAL APPOINTMENT OF [ILLEGIBLE]
(for limited liability company)

The undersigned being at least a majority of the member of Blue Chip Broadcasting, Ltd., hereby appoint Calvin D. Buford to be the agent upon whom any process, notice or demand required or permitted by statute to be served upon the limited liability company may be served. The complete address of the agent is:

1900 Chemed Center
255 E. Fifth Street
Cincinnati, Ohio 45202

BLUE CHIP BROADCAST COMPANY

By: /s/ L. Ross Love

L. Ross Love, President

BLUE CHIP CAPITAL FUND
LIMITED PARTNERSHIP

By Blue Chip Venture Company
its general partner

By: /s/ Z. David Patterson

Z. David Patterson
Vice President

ACCEPTANCE OF APPOINTMENT

The undersigned, named herein as the statutory agent for Blue Chip Broadcasting, Ltd., hereby acknowledges and accepts the appointment of agent for said limited liability company.

/s/ Calvin D. Buford

Calvin D. Buford, Statutory Agent

EXHIBIT 3.31

RETURN TO:
DINSMORE & SHOHL
ATTN M FETTMAN
175 S THIRD ST 10TH FL
COLUMBUS, OH 43215-0000

- ----------cut along the dotted line----------

[ILLEGIBLE LOGO]
THE STATE OF OHIO
- CERTIFICATE -

SECRETARY OF STATE - J. KENNETH BLACKWELL

934587

It is hereby certified that the Secretary of State of Ohio has custody of the business records for BLUE CHIP BROADCASTING, LTD. and that said business records show the filing and recording of:

Document(s)	Document No(s):
AMEND/ARTICLES-ORGANIZATION/DOM LIMITED LIAB. CO	200000300982

United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the Secretary of State at Columbus, Ohio, This 27th day of December, A.D. 1999

[SEAL]

/s/ J. Kenneth Blackwell

J. Kenneth Blackwell
Secretary of State

[SEAL] PRESCRIBED BY J. KENNETH BLACKWELL

Please obtain fee amount and mailing instructions from the Forms Inventory List (using the 3 digit form # located at the bottom of this form). To obtain the Forms Inventory List or for assistance, please call Customer Service:

Expedite this form
[ ] Yes

Central Ohio: (614)-466-3910 Toll Free: 1-877-SOS-FILE (1-877-767-3453)

CERTIFICATE OF AMENDMENT TO
ARTICLES OF ORGANIZATION OF A
LIMITED LIABILITY COMPANY

The undersigned, being a member, manager or authorized representative of
Blue Chip Broadcasting, Ltd. 934587
(name of limited liability company) (Registration Number), an Ohio limited liability company, organized on 3/6/96, does hereby certify that the undersigned
(date)
is duly authorized to execute this certificate, and hereby certifies that the Articles of Organization of the above named limited liability company have been amended as follows:

AMENDMENT

Article(s) Second and Third is/are hereby amended as follows:

Second: This limited liability company shall have perpetual existence.

Third: The address to which interested persons may direct requests for copies of any operating agreement and any bylaws of this limited liability company is:

1821 Summit Road, Suite 401
Cincinnati, Ohio 45237

(if insufficient space for amendment, please attach a separate sheet)

IN WITNESS WHEREOF, the undersigned has executed this certificate on 12/22/1999
(date)

Blue Chip Broadcasting, Ltd.
(name of limited liability company)

By: /s/ L. Ross Love
Its: Duly Authorized Member, Manager or Representative

[Ohio Revised Code Section 1705.08(C)(1)]

EXHIBIT 3.32

RETURN TO:
DINSMORE & SHOHL
ATTN M FETTMAN ET AL
175 S 3RD ST # 1000
COLUMBUS, OH 43215-0000

- ----------cut along the dotted line----------

[ILLEGIBLE LOGO]
THE STATE OF OHIO
- CERTIFICATE -

SECRETARY OF STATE - J. KENNETH BLACKWELL

1069116

It is hereby certified that the Secretary of State of Ohio has custody of the business records for BLUE CHIP BROADCASTING LICENSES, LTD. and that said business records show the filing and recording of:

Document(s)	Document No(s):
ARTICLES OF ORGANIZATION/DOM. LIMITED LIABILITY CO	199909200452

United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the Secretary of State at Columbus, Ohio, This 2nd day of April, A.D. 1999

[SEAL]

/s/ J. Kenneth Blackwell
J. Kenneth Blackwell
Secretary of State

Prescribed by
Bob Taft, Secretary of State
30 East Broad Street, 14th Floor
Columbus, Ohio 43266-0418.
Form LCA (July 1994)

RECEIVED
APR 02 1999
J. KENNETH BLACKWELL
SECRETARY OF STATE

Approved_____
Date_____
Fee $85.00

ARTICLES OF ORGANIZATION

(Under Section 1705.04 of the Ohio Revised Code)
Limited Liability Company

The undersigned, desiring to form a limited liability company, under Chapter 1705 of the Ohio Revised Code, does hereby state the following:

FIRST: The name of said limited liability company shall be Blue Chip Broadcasting Licenses. Ltd.

(the name must include the words "limited liability company", "limited", "Ltd" OF "Ltd.")

SECOND: This limited liability company shall exist for a period of perpetual duration.

THIRD: The address to which interested persons may direct requests for copies of any operating agreement and any bylaws of this limited liability company is:

1821 Summit Road, Suite 401

(street or post office box)

Cincinnati, Ohio 45237

(city, village or township)(state)(zip code)

IN WITNESS WHEREOF, I have hereunto subscribed my name, this 1st day of April, 1999.

/s/ Calvin D. Buford

Calvin D. Buford
Authorized Representative

(If insufficient space for all signatures, please attach a separate sheet containing additional signatures)

Prescribed by
Bob Taft, Secretary of State
30 East Broad Street, 14th Floor
Columbus, Ohio 43266-0418
Form LCA (July 1994)

ORIGINAL APPOINTMENT OF AGENT
(for limited liability company)

The undersigned, being authorized representative of Blue Chip Broadcasting Licenses. Ltd.
(name of limited liability company)

hereby appoints Calvin D. Buford
(name of agent)

to be the agent upon whom any process, notice or demand required or permitted by statute to be served upon the limited liability company may be served. The complete address of the agent is:

1900 Chemed Center, 255 E. Fifth Street
(street address)

Cincinnati , Ohio 45202
(city, village or township) Note: P.O. Box addresses are not acceptable
(zip code)

/s/ Calvin D. Buford
Calvin D. Buford
Authorized Representative

ACCEPTANCE OF APPOINTMENT

The undersigned, named herein as the statutory agent for
Blue Chip Broadcasting Licenses. Ltd. ,
(name of limited liability company)

hereby acknowledges and accepts the appointment of agent for said limited liability company.

/s/ Calvin D. Buford
(Agent's Signature)
Calvin D. Buford

[SEAL] Prescribed by
Bob Taft, Secretary of State
30 East Broad Street, 14th Floor
Columbus, Ohio 43266-418
Form LCC (July 1994)

CONSENT FOR USE OF SIMILAR NAME
(WHERE CONSENTING ENTITY IS A LIMITED LIABILITY COMPANY)

Blue Chip Broadcasting, Ltd.
(NAME OF LIMITED LIABILITY COMPANY GIVING CONSENT)

gives its consent to Blue Chip Broadcasting Licenses, Ltd.
(NAME OF INDIVIDUAL OR PROPOSED ENTITY RECEIVING CONSENT)

to use the name Blue Chip Broadcasting
(NAME FOR WHICH CONSENT TO USE IS BEING OBTAINED)

By: /s/ Calvin D. Budford	By:_____
Title: SECRETARY	Title:_____
By:_____	By:_____
Title:_____	Title:_____
By:_____	By:_____
Title:_____	Title:_____
By:_____	By:_____
Title:_____	Title:_____

(IF INSUFFICIENT SPACE FOR ALL SIGNATURES, PLEASE ATTACH A SEPARATE SHEET WITH ADDITIONAL SIGNATURES)

INSTRUCTIONS

This consent must be signed by all members of the consenting limited liability company, or if management of the consenting limited liability company is not reserved to its members, by a manager of the consenting limited liability company. ORC 1705.05(C)

[Ohio Revised Code Section 1705.05(C)]

EXHIBIT 3.33

SECRETARY OF STATE

[SEAL]

LIMITED-LIABILITY COMPANY CHARTER

I, DEAN HELLER, the Nevada Secretary of State, do hereby certify that BLUE CHIP BROADCASTING LICENSES II, LTD. did on DECEMBER 23, 1999, file in this office the Articles of Organization for a Limited-Liability Company, that said Articles are now on file and of record in the office of the Nevada Secretary of State, and further, that said Articles contain the provisions required by the laws governing Limited-Liability Companies in the State of Nevada.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office in Carson City, Nevada, on DECEMBER 27, 1999.

/s/ DEAN HELLEN
Secretary of State

[SEAL]

BY [ILLEGIBLE]

Certification Clerk

[SEAL] DEAN HELLER
SECRETARY OF STATE

101 NORTH CARSON STREET, SUITE 3
CARSON CITY, NEVADA 89701-4786
(775)6845708

LIMITED LIABILITY COMPANY
ARTICLES OF ORGANIZATION
(PURSUANT TO NRS 36)

FILED LLC
10145.9
DEC 23 1999

IMPORTANT: READ ATTACHED INSTRUCTIONS BEFORE COMPLETING FORM.

IN THE OFFICE OF
[ILLEGIBLE]
DEAN HELLER SECRETARY OF STATE

1. NAME OF LIMITED LIABILITY COMPANY: Blue Chip Broadcasting Licenses II, Ltd.

2. RESIDENT AGENT NAME AND STREET ADDRESS: (must be a Nevada address where process may be served)
CSC SERVICES-OF NEVADA, INC.
Name

502 E JOHN ST. ROOM E | CARSON CITY, | NEVADA | 89706
Street Address | City | Zip Code

3. DISSOLUTION DATE: (OPTIONAL-See Instructions) Latest date upon which the company is to dissolve (if existence is not perpetual); _____

4. MANAGEMENT: (Check one) Company shall be managed by [X] Manager(s) OR _____ Members

NAMES ADDRESSES OF MANAGER(s) OR MEMBERS: (Attach additional pages as necessary)

L. Ross Love
Name
1821 Summit Road, Suite 401
Street Address
Cincinnati Ohio 45237
City, State, Zip

Name
Street Address
City, State, Zip

5. OTHER MATTERS: (See Instructions) Number of additional pages attached: 0

6. NAMES, ADDRESSES AND SIGNATURES OF ORGANIZER(s): (Signatures must be [ILLEGIBLE] Attach additional pages if there are more than 2 organizers.)

Calvin D. Buford
Name
1900 Chemed Center, 255 E. Fifth St.
Street Address
Cincinnati, Ohio 45202
City State, Zip

Name
Street Address
City, State, zip

/s/ Calvin D. Buford
Signature

Signature

Notary:

This instrument was acknowledged before me on December 22, _____1999 by Calvin D. Buford
Name of person

As organizer

of Blue Chip Broadcasting licenses II of Ltd.
(Name of party on behalf of whom instrument executed)

/s/ SHANNON M. KUHL
NOTARY PUBLIC SIGNATURE

[SEAL]

This instrument was acknowledged before me on _____, __by _____
Name of person

As organizer

(Name of party on behalf of whom instrument executed)

NOTARY PUBLIC SIGNATURE

(affix notary stamp or seal)

7. CERTIFICATE OF ACCEPTANCE OF APPOINTMENT OF RESIDENT AGENT:

1. CSC SERVICES OF NEVADA, INC. hereby accept appointment as Resident Agent for the above named limited liability company.

BY: [ILLEGIBLE]
Signature of Resident Agent

DECEMBER 22, 1999
Date

This form must be accompanied by appropriate fees. See attached fee schedule.

Nevada Secretary of State Form

EXHIBIT 3.34

STATE OF DELAWARE

OFFICE OF THE SECRETARY OF STATE

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF LIMITED PARTNERSHIP "RADIO ONE OF TEXAS L.P.", FILED IN THIS OFFICE ON THE TWENTIETH DAY OF NOVEMBER, A.D. 2001, AT 9 O'CLOCK A.M.

[SEAL]

/s/ Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

3448945 8100 AUTHENTICATION: 1458631

010590850 DATE: 11-21-01

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 11/20/2001
010590850 - 3448945

STATE OF DELAWARE
CERTIFICATE OF LIMITED PARTNERSHIP

- - The Undersigned, desiring to form a limited partnership pursuant to the Delaware Revised Uniform Limited Partnership Act, 6 Delaware Code, Chapter 17, do hereby certify as follows:

- - FIRST: The name of the limited partnership is Radio One of Texas, L.P.

- - SECOND: The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, DE 19808. The name of its Registered agent at such address is Corporation Service Company.

- - THIRD: The name and mailing address of the sole general partner is as follows:

Radio One of Texas I, LLC
5900 Princess Garden Pkwy., 8th Floor
Lanham, MD 20706

- - IN WITNESS WHEREOF, the undersigned has executed this Certificate of Limited Partnership of Radio One of Texas, L.P, as of this 20th day of November, 2001.

By: Radio One of Texas I, LLC
General Partner

By: /s/ LINDA J. ECKARD VILARDO

Name: LINDA J. ECKARD VILARDO
Title: Assistant Secretary

EXHIBIT 3.35

STATE OF DELAWARE

OFFICE OF THE SECRETARY OF STATE

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF LIMITED PARTNERSHIP OF "RADIO ONE OF INDIANA, L.P.", FILED IN THIS OFFICE ON THE TWENTIETH DAY OF NOVEMBER, A.D. 2001, AT 9 O'CLOCK A.M.

[SEAL] /s/ Harriet Smith Windsor

HARRIET SMITH WINDSOR, SECRETARY OF STATE

3459193 8100 AUTHENTICATION: 1458089

010590336 DATE: 11-20-01

STATE OF DELAWARE
CERTIFICATE OF LIMITED PARTNERSHIP

- - THE UNDERSIGNED, desiring to form a limited partnership pursuant to the Delaware Revised Uniform Limited Partnership Act, 6 Delaware Code, Chapter 17, do hereby certify as follows:

- - FIRST: The name of the limited partnership is Radio One of Indiana, L.P.

- - SECOND: The address of its registered office in the State of Delaware is 2711 Canterville Road, Suite 400, Wilmington, DE 19808. The name of its Registered agent at such address is Corporation Service Company.

- - THIRD: The name and mailing address of the sole general partner is as follows:

Radio One, Inc.

5900 Princess Garden PKWY, 8th Floor

Lanham, MD 20706

- - IS WITNESS WHEREOF, the undersigned has executed this Certificate of Limited Partnership of Radio One of Indiana, L.P. as of this 20th day of November, 2001.

By: Radio One, Inc.
General Partner

By /s/ Linda J. Eckard Vilando

Name: LINDA J. ECKARD VILANDO
ASSISTANT SECRETARY
Title:_____

STATE OF DELAWARE
SECRETARY Of STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 11/20/2001
010590336 - 3459193

EXHIBIT 3.36

STATE OF DELAWARE

OFFICE OF THE SECRETARY OF STATE

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "RADIO ONE OF TEXAS I, LLC", FILED IN THIS OFFICE ON THE TWENTIETH DAY OF NOVEMBER, A.D. 2001, AT 9 O'CLOCK A.M.

[SEAL] /s/ Harriet Smith Windsor

HARRIET SMITH WINDSOR, SECRETARY OF STATE

3448941 8100 AUTHENTICATION: 1457118

010589233 DATE: 11-20-01

STATE OF DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE OF FORMATION

- - FIRST: The name of the limited liability company is Radio One of Texas I, LLC.

- - SECOND: The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, DE 19808. The name of its Registered agent at such address is Corporation Service Company.

In WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Radio One of Texas I, LLC this 20th day of November, 2001.

/s/ Donna McClurkin-Fletcher

Donna Mc Clurkin-Fletcher
Authorized Person

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 11/20/2001
010589233 - 3448941

EXHIBIT 3.37

STATE OF DELAWARE

OFFICE OF THE SECRETARY OF STATE

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "RADIO ONE OF TEXAS II, LLC", FILED IN THIS OFFICE ON THE TWENTIETH DAY OF NOVEMBER, A.D. 2001, AT 9 O'CLOCK A.M.

[SEAL] /s/ Harriet Smith Windsor

HARRIET SMITH WINDSOR, SECRETARY OF STATE

3448942 8100 AUTHENTICATION: 1457206

010589267 DATE: 11-20-01

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 11/20/2001
010589267 - 3448942

STATE OF DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE OF FORMATION

- - FIRST: The same of the limited liability company is Radio One of Texas II, LLC.

- - SECOND: The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, DE 19808. The name of its Registered agent at such address is Corporation Service Company.

In Witness WHEREOF, the undersigned has executed this Certificate of Formation of Radio One of Texas II, LLC this 20th day of November, 2001.

/s/ Donna McClurkin-Fletcher

Donna McClurkin-Fletcher
Authorized Person

EXHIBIT 3.38

STATE OF DELAWARE

OFFICE OF THE SECRETARY OF STATE

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "RADIO ONE OF INDIANA, LLC", FILED IN THIS OFFICE ON THE TWENTIETH DAY OF NOVEMBER, A. D. 2001, AT 9 O'CLOCK A.M.

[SEAL] /s/ Harriet Smith Windsor

HARRIET SMITH WINDSOR, SECRETARY OF STATE

3448932 8100 AUTHENTICATION: 1456963

010588774 DATE: 11-20-01

STATE OF DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE OF FORMATION

- - First: The name of the limited liability company is Radio One of Indiana, LLC.

- - SECOND: The address of its registered office in the State of Deleware is 2711 Centerville Road, Suite 400, Wilmington, DE 19808, The name of its Registered agent at such address is Corporation Service Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Radio One of Indiana, LLC this 20th day of November, 2001.

/s/ Donna McClurkin-Fletcher

Donna McClurkin-Fletcher
Authorized Person

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 11/20/2001
010588774 - 3448932

EXHIBIT 3.39

STATE OF DELAWARE

OFFICE OF THE SECRETARY OF STATE

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "SATELLITE ONE, L.L.C.", FILED IN THIS OFFICE ON THE SEVENTEENTH DAY OF APRIL, A.D. 2001, AT 9 O'CLOCK A.M.

[SEAL] /s/ Harriet Smith Windsor

HARRIET SMITH WINDSOR, SECRETARY OF STATE

3381483 8100 AUTHENTICATION: 1084046

010184668 DATE: 04-17-01

CERTIFICATE OF FORMATION

OF

SATELLITE ONE, L.L.C.

THIS Certificate of Formation of Satellite One, L.L.C. (the "LLC"), dated as of April 17, 2001, has been duly executed and is being filed by Donna M. McClurkin-Fletcher as an authorized person, to form a limited liability company under the Delaware Limited Liability Company Act (6 Del.C. Section 18-101, et seq.).

FIRST. The name of the limited liability company formed hereby is Satellite One, L.L.C.

SECOND. The address of the registered office of the LLC in the State of Delaware is c/o Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, NewCastle County, Delaware 19808.

THIRD. The name and address of the registered agent for service of process on the LLC in the State of Delaware are Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, New Castle County, Delaware 19808.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of the date first written above.

/s/ Donna M. McClurkin-Fletcher

Name: Donna M. McClurkin-Fletcher
Title: Authorized Person

STATE OF DELAWARE
SECRETARY Of STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 04/17/2001
010184668 - 3381483

EXHIBIT 3.40

THE FIRST STATE

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "HAWES-SAUNDERS BROADCAST PROPERTIES, INC." AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF INCORPORATION, FILED THE THIRD DAY OF AUGUST, A.D. 1990, AT 9 O'CLOCK A.M.

CERTIFICATE OF BENEWAL, FILED THE TWENTY-FOURTH DAY OF FEBRUARY, A.D. 2003, AT 12:16 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID CORPORATION.

[SEAL] /s/ Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

2237889 8100H AUTHENTICATION: 2506100

030435021 DATE: 07-01-03

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 08/03/1990
902155078 - 2237869

CERTIFICATE OF INCORPORATION
OF
HAWES-SAUNDERS BROADCAST PROPERTIES, INC.

FIRST. The name of the corporation is Hawes-Saunders Broadcast Properties, Inc.

SECOND, The location of the registered office of the Corporation in the state of Delaware is at 1013 Centre Road, City OF Wilmington, county of New Castle 19805. The registered agent at this address is Corporation Service Company.

THIRD. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the Delaware General Corporation Law.

FOURTH. The aggregate number of shares which the Corporation shall have the authority to issue is Ten Thousand (10,000) shares of common stock, par value $0.01, of which Five Thousand (5,000) shares shall be Class A Common Stock and Five Thousand (5,000) shares shall be Class B Common stock.

FIFTH. The preferences, rights, qualifications, limitations, and restrictions of the shares of each class are as follows:

(a) Class A common Stock, par value $0.01 per share: Each holder of Class A Common Stock is entitled to one vote for each share held of record on each matter submitted to a vote of stockholders of the Corporation.

(b) Class B Common Stock, par value $0.01 per share: Except as may be required by the Delaware General Corporation Law, the Class B Common Stock shall not possess any voting rights in respect of any matters to be presented to the stockholders of the Corporation.

In all other respects, the Class A Common stock and the Class B Common Stock shall have equivalent rights. Dividends may be paid on the common shares of both classes out of the funds of the corporation legally available for the payment of such dividends, as and when appropriately declared by the Board of Directors.

SIXTH. The Board of Directors shall have the power to adopt, amend or repeal by-laws for the Corporation.

SEVENTH. The number of directors of the Corporation shall be as from time to time fixed by, or in the manner provided in, the By-Laws of the Corporation. Elections of Directors of the Corporation need not be by written ballot unless the By-Laws so provide.

EIGHTH. The Corporation reserves the right to amend or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

NINTH. The name and mailing address of the incorporator is as follows:

Suzanne L. Rotbert
Wiley, Rein & Fielding
1776 K Street, N.W.
Washington, D.C. 20006

TENTH. The powers of the incorporator shall terminate upon the filing and acceptance of this Certificate of Incorporation, and the name and address of the persons who are to serve as the directors of the Corporation until the first annual meeting of stockholders or until their successors are elected and qualified are

Name	Address
Ro Nita Bernice Hawes-Saunders	581 W. Spring Valley Rd. Centerville, OH 45458
Donnie L. Saunders	581 W. Spring Valley Rd. Centerville, OH 45458

ELEVENTH. The Corporation shall, to the full extent permitted by Section 145 of the Delaware General Corporation law, as amended from time to time, indemnify all persons whom it may indemnify pursuant thereto. No director shall be personally liable to the Corporation or its stockholders for monetary damages or for any breach of fiduciary duty by such director as a director. Notwithstanding the foregoing sentence, a director shall be liable to the full extent provided by applicable law (i) for breach of the director's duty of loyalty to the Corporation or its stockholders; (ii) for acts or omissions not in good faith or which involve

intentional misconduct or a knowing violation of law; (iii) pursuant to Section 174 of the Delaware General Corporation Law, or any amendment or successor provision thereto; or (iv) for any transaction from which the director derived an improper personal benefit.

IN WITNESS WHEREOF the undersigned, being the incorporator hereinbefore named, does hereby make this Certificate as her voluntary act and deed for the purpose of forming a corporation pursuant to the Delaware General Corporation Law, and does hereby certify that the facts hereinbefore set forth are true and correct and has accordingly hereunto set her hand this 2nd day of August, 1990.

/s/ Suzanne L. Rotbert

Suzanne L. Rotbert

EXHIBIT 3.41

STATE OF DELAWARE
CERTIFICATE FOR RENEWAL
AND REVIVAL OF CHARTER

Hawes-Saunders Broadeast Properties, Inc., a corporation organized under the laws of Delaware, the charter of which was voided for non-payment of taxes, now desires to procure a restoration, renewal and revival of its charter, and hereby certifies as follows:

1. The name of this corporation is Hawes Saundars Broadcast Properties, Inc.

2. Its registered office in the State of Delaware is located at 2711 Centerville Road, Suite 400 Street, City of Wilmington, Zip Code 19801 County of New Castle the name and address of its registered agent is Corporation Services Company 2711 Centerville Road, Wilmington, DE 19801.

3. The date of filing of the original Certificate of Incorporation in Delaware was August 3, 1990.

4. The date when restoration, renewal, and revival of the charter of this company is to commence is the 29th day of February same being prior to the date of the expiration of the charter. This renewal and revival of the charter of this corporation is to be perpetual.

5. This corporation was duly organized and carried on the business authorized by its charter until the 1st day of March A.D. 2000, at which time its charter became inoperative and void for non-payment of taxes and this certificate for renewal and revival is filed by authority of the duly elected directors of the corporation in accordance with the laws of the State of Delaware.

IN TESTIMONY WHEREOF, and in compliance with the provisions of Section 312 of the General Corporation Law of the State of Delaware, as amended, providing for the renewal, extension and restoration of charters W. Lawrence Patrick the last and acting authorized officer hereunto for his/her hand to this certificate this 20th day of February A.D. 2003.

By: /s/ W. Lawrence Patrick

Authorized Officer

Name: W. Lawrence Patrick

Print or Type

Title: Interim Manager by order of

U.S. Bankruptcy Court, attached hereto as Exhibit A.

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 12:16 PM 02/24/2003
030127098 - 2237889

EXHIBIT 3.42

DELAWARE PAGE 1
THE FIRST STATE

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF AIL DOCUMENTS ON FILE OF "RADIO ONE OF DAYTON LICENSES, LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE NINETEENTH DAY OF MARCH, A.D. 2003, AT 1:15 O'CLOCK P.M.

AND I DO HEBEBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY.

[SEAL] /s/ Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

3637847 8100H AUTHENTICATION: 2505406
030434056 DATE: 07-01-03

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 01:15 PM 03/19/2003
030184037 - 3637847

STATE OF DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE OF FORMATION

- - FIRST: The name of the limited liability company is Radio One of Dayton Licenses, LLC.

- - SECOND: The address its registered office in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, DE 19808. The name of its Registered agent at such address is Corporation Service Company.

IN WITNESS WHEREOF, the undesigned have executed this Certificate of Formation of Radio One of Dayton Licenses, LLC this 19th day of March, 2003.

BY: /s/ Michael G. [ILLEGIBLE]

Authorized Person(s)

NAME: Michael G. [ILLEGIBLE]

Type or Print

EXHIBIT 3.43

DELAWARE PAGE 1
THE FIRST STATE

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "NEW MABLETON BROADCASTING CORPORATION" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF INCORPORATION, FILED THE EIGHTEENTH DAY OF MARCH, A.D. 1999, AT 9 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID CORPORATION.

[SEAL] /s/ Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

3018351 8100H AUTHENTICATION: 3404723
040734338 DATE: 10-12-04

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 9:00 AM 03/18/1999
991105649 - 3018351

CERTIFICATE OF INCORPORATION

OF

NEW MABLETON BROADCASTING CORPORATION

1. Name. The name of this corporation is New Mableton Broadcasting Corporation.

2. Registered Office and Agent. The address of the registered office of this corporation in the State of Delaware is 1013 Centre Road, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is Corporation Service Company.

3. Purpose and Powers. The purpose of this corporation is to engage in radio broadcasting and any other lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the "Delaware General Corporation Law").

4. Capital Stock. The total number of shares of stock which this corporation shall have authority to issue is ten thousand (10,000) shares of Common Stock having a par value of $.01 per share.

5. Incorporator. The name and mailing address of the incorporator is Christina M. Sinck, 1200 19th Street, N.W., Suite 500, Washington, DC 20036.

6. Limitation of Liability. A director of this corporation shall not be personally liable to this corporation or its stockholders for monetary damages for breach of fiduciary duty as a director except for liability (i) for any breach of the director's duty of loyalty to this corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived any improper personal benefit. Any repeal or modification of this Article 6 shall be prospective only and shall not adversely affect any right or protection of, or any limitation of the liability of, a director of this corporation existing at, or arising out of facts or incidents occurring prior to, the effective date of such repeal or modification. The provisions of this Article 6 shall be deemed a contract with each director of the corporation who serves as such at any time while this Article is in effect, and each such director shall be deemed to be serving as such in reliance on the provisions of this Article 6. Any amendment or repeal of this Article 6 or adoption of any bylaw of the corporation or other provision of this Certificate of Incorporation which has the effect of increasing director liability shall operate prospectively only and shall not affect any action taken, or any failure to act, by a director of the corporation prior to such amendment, repeal, bylaw or other provision becoming effective.

7. Compromise or Arrangements. Whenever a compromise or arrangement is proposed between this corporation and its creditors or any class of them and/or between this corporation and its stockholders or any class of them, any court of equitable jurisdiction within

the State of Delaware may, on the application in a summary way of this corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this corporation under Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this corporation under Section 279 of Title 8 of the Delaware Code, order a meeting of the creditors or class of creditors, and/or the stockholders or class of stockholders of this corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be agree to any compromise or arrangement and to any reorganization of this corporation as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this corporation, as the case may be, and also on this corporation.

8. Indemnification. This corporation shall indemnify any director or officer of this corporation, and may indemnify any employee or agent of this corporation, to the fullest extent authorized or permitted by Section 145 of the General Corporation Law of Delaware, as now or hereafter in effect.

THE UNDERSIGNED, being the incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the Delaware General Corporation Law, does make this certificate, hereby declaring and certifying that this is the undersigned's act and deed and the facts herein stated are true, and accordingly have hereunto set its hand this 18th day of March, 1999.

By: /s/ Christina M. Sinck

Christina M. Sinck

EXHIBIT 3.44

DELAWARE PAGE 1
The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "RADIO ONE MEDIA HOLDINGS, LLC", FILED IN THIS OFFICE ON THE FOURTEENTH DAY OF JANUARY, A.D. 2005, AT 4:53 O'CLOCK P.M.

[SEAL] /s/ Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

3912530 8100 AUTHENTICATION: 3621896
050036899 DATE: 01-18-05

CERTIFICATE OF FORMATION

OF

RADIO ONE MEDIA HOLDINGS, LLC

This Certificate of Formation of Radio One Media Holdings, LLC (the "Company"), dated as of January 14, 2005, is being duly executed and filed by the undersigned, an authorized person, to form a limited liability company under the Delaware Limited Liability Company Act (6 Del.C. Section 18-101, et seq.).

FIRST. The name of the limited liability company formed hereby is RADIO ONE MEDIA HOLDINGS, LLC.

SECOND. The address of the initial registered office of the Company in the State of Delaware shall be: 2711 Centerville Road, Suite 400, Wilmington, DE 19808.

THIRD. The name and address of the Company's registered agent for service of process on the Company in the State of Delaware are: Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, DE 19808.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of the date first above written.

/s/ Linda J. Vilardo

Linda J. Vilardo
Authorized Person

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:20 PM 01/14/2005
FILED 04:53 PM 01/14/2005
SRV 050036899 - 3912530 FILE

EXHIBIT 3.46

LIMITED LIABILITY COMPANY AGREEMENT
OF
RADIO ONE LICENSES, LLC

This Limited Liability Company Agreement (the "Agreement") of Radio One Licenses, LLC, a Delaware limited liability company (the "Company"), is made as of December 31, 2001, by Radio One, Inc., a Delaware corporation (the "Member").

In consideration of the agreements and obligations set forth herein and intending to be legally bound, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member hereby agrees as follows:

1. Formation. The Company was formed on December 31, 2001 by filing a Certificate of Formation with the Delaware Secretary of State pursuant to the Delaware Limited Liability Company Act (the "Delaware Act") and on behalf of the Member.

2. Name. The name of the Company is "Radio One Licenses, LLC" and all Company business shall be conducted under such name.

3. Purpose. The Company is formed for the purpose of engaging in any lawful act or activity for which limited liability companies may be formed under Delaware law and engaging in any and all activities necessary, convenient, desirable or incidental to the foregoing.

4. Principal Place of Business. The principal place of business of the Company shall be at c/o 5900 Princess Garden Parkway, 8th Floor, Lanham, MD 20706.

5. Member. The name and mailing address of the Member is as follows:

Name	Address
Radio One, Inc.	5900 Princess Garden Parkway 8th Floor Lanham, MD 20706

6. Registered Agent and Office. The street address of the initial registered office of the Company shall be: 2711 Centerville Road, Suite 400, Wilmington, DE 19808. The name of the Company's registered agent at such address is: Corporation Service Company At any time, the Member may designate a different registered agent and/or registered office.

7. Powers. The Company shall have the power and authority to take any and all actions necessary, appropriate, proper, advisable, incidental or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by the members of limited liability companies under Delaware law.

8. Management of the Company. The business affairs of the company shall be managed by the Member in accordance with Section 18-402 of the Delaware Act. Management of the Company shall be vested in the Member. The Member shall have sole and complete discretion in determining whether to issue Units, the number of Units to be issued at any particular time, the purchase price for any Units issued, and all other terms and conditions governing any Units or the issuance thereof. The Member may appoint a President, one or more Vice Presidents, a Treasurer, a Secretary and/or one or more other officers as it deems necessary, desirable or appropriate, with such authority and upon such terms and conditions as the Member deems appropriate or, in the absence of such determination by the Member, as are appropriate to an officer with a similar title of a Delaware corporation. Any such officer shall serve at the pleasure of the Member and may be removed, with or without cause, by the Member.

9. Relationship Between the Member and the Company.

(a) The Member, its Affiliates (hereinafter defined), and the directors, officers and employees of the Member and its Affiliates may enter into agreements with the Company providing for the performance of services for the Company, and the receipt of such compensation as the Company may agree to pay.

(b) The Member, Manager (as defined in the Delaware Act) or officers of the Company shall not be liable or accountable in damages or otherwise to the Company or the Member for any act or omission done or omitted by him, her or it in good faith, unless such act or omission constitutes gross negligence or willful misconduct on the part of the Member, Manager or officer of the Company. The Company is expressly permitted in the normal course of its business to enter into transactions with any or all Managers, Members or officers or with any Affiliates of any such Manager, Member or officer.

(c) All expenses incurred with respect to the organization, operation and management of the Company shall be borne by the Company. The Member shall be entitled to reimbursement from the Company for direct expenses allocable to the organization, operation and management of the Company.

(d) "Affiliate" shall mean any Person (hereinafter defined) directly or indirectly controlling, controlled by or under common control with the Person in question; and, if the Person in question is not an individual, any executive officer or director of the Person in question or of any Person directly or indirectly controlling the Person in question. As used in this definition of "Affiliate," the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. "Person" shall mean any individual, corporation, association, partnership, limited liability company, joint venture, trust, estate or other entity or organization.

10. Indemnity. In accordance with Section 18-108 of the Delaware Act, the Company shall indemnify and hold harmless any Member, Manager, officer of the Company and Affiliate thereof (individually, in each case, an "Indemnitee") to the fullest extent permitted by law against

any loss, liability, damage, judgment, demand, claim, cost or expense incurred by or asserted against the Indemnitee (including, without limitation, reasonable attorney's fees and disbursements incurred in the defense thereof) arising out any act or omission of the Indemnitee in connection with the Company.

11. Allocation of Profits and Losses. The Company's profits and losses, and all items allocable for tax purposes, shall be allocated to the Member.

12. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts as determined by the Member.

131. Assignments. The Member may assign in whole or in part its limited liability interest in the Company in accordance with the Delaware Act.

14. Admission of Additional Members. One or more additional members may be admitted to the Company with the consent of the Member upon such terms and conditions as the Member, in its discretion, shall approve. In the event of the admission of any new Member or Members, the Member and such additional Member or Members shall execute an appropriate amendment to this Agreement reflecting such terms and conditions and such other matters which the Member deems appropriate or upon which the Member and such additional Member or Members shall agree.

15. Resignation of Member. The Member may resign from the Company in accordance with the Delaware Act.

16. Liability of Member. Except as otherwise required in the Delaware Act, the debts, obligations, and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, the Member shall not be obligated for any such debt, obligation or liability of the Company solely by reason of being a Member or participating in the management of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under the Delaware Act or this Agreement shall not be grounds for imposing liability on the Member for liabilities of the Company.

17. Dissolution. Dissolution of the Company will occur upon the consent of the Member to dissolution of the Company. The exclusive means by which the Company may be dissolved are set forth in this Section 17. The Company will not be dissolved upon the death, retirement, resignation, expulsion, bankruptcy, or dissolution of the Member or upon the occurrence of any other event which terminates the continued membership of the Member in the Company.

18. Amendments. This Agreement may be amended only in writing. Any such amendment must be approved and executed by the Member.

19. Binding Effect; Benefits. This Agreement shall be binding upon and inure to the benefit of the Member and, to the extent permitted by this Agreement, its successors, legal representatives and assigns. No Person other than the Member shall be entitled to any benefits under the Agreement, except as otherwise expressly provided. Reference to any Person in this Agreement includes such Person's successors and permitted assigns.

20. Captions. Captions contained in this Agreement are inserted as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

21. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

22. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware, all rights and remedies being governed by said laws.

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IN WITNESS WHEREOF, the Member has executed this Agreement as of the date and year first above written.

RADIO ONE, INC.

BY: /s/ Linda J. Eckard Vilardo

Name: LINDA J. ECKARD VILARDO
Title: VICE PRESIDENT

EXHIBIT 3.47

RESTATED BYLAWS

OF

BELL BROADCASTING COMPANY

Amended as of May 11, 1993

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RESTATED BYLAWS
of
BELL BROADCASTING COMPANY

(amended as of May 11, 1993)

ARTICLE I
OFFICES

1.01 Principal Office. The principal office of the corporation shall be at such place within the State of Michigan as the Board of Directors shall determine from time to time.

1.02 Other Offices. The corporation also may have offices at such other places as the Board of Directors from time to time determines or the business of the corporation requires.

ARTICLE II
SEAL

2.01 Seal. The corporation may, but is not required to, have a seal in such form as the Board of Directors may from time to time determine. The seal may be used by causing it or a facsimile to be impressed, affixed, reproduced or otherwise.

ARTICLE III
CAPITAL STOCK

3.01 Issuance of Shares. The shares of capital stock of the corporation shall be issued in such amounts, at such times, for such consideration and on such terms and conditions AS the Board shall deem advisable, subject to the Articles of Incorporation and any requirements of the laws of the State of Michigan.

3.02 Certificates for Shares. The shares of the corporation shall be represented by certificates signed by the Chairman of the Board, President or a Vice President and also may be signed by the Treasurer, Assistant Treasurer, Secretary or Assistant Secretary of the corporation, and may be sealed with the seal of the corporation or a facsimile thereof. A certificate representing shares shall state upon its face that the corporation is formed under the laws of the State of Michigan, the name of the person to whom it is issued, the number and class of shares, and the designation of the series, if any, which the certificate represents, and such other provisions as may be required by the laws of the State of Michigan.

3.03 Transfer of Shares. The shares of the capital stock of the corporation are transferable only on the books of the corporation upon surrender of the certificate therefor, properly endorsed for transfer, and the presentation of such evidences of ownership and validity of the assignment as the corporation may require.

3.04 Registered Shareholders. The corporation shall be entitled to treat the person in whose name any share of stock is registered as the owner thereof for purposes of dividends and other distributions in the course of business, or in the course of recapitalization, merger, plan of share exchange, reorganization, sale of assets, liquidation or otherwise and for the purpose of votes, approvals and consents by shareholders, and for the purpose of notices to shareholders, and for all other purposes whatever, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any other person, whether or not the corporation shall have notice thereof, save as expressly required by the laws of the State of Michigan.

3.05 Lost or Destroyed Certificates. Upon the presentation to the corporation of a proper affidavit attesting the loss, destruction or mutilation of any certificate or certificates for shares of stock of the corporation, the Board of Directors shall direct the issuance of a new certificate or certificates to replace the certificates so alleged to be lost, destroyed or mutilated. The Board of Directors may require as a condition precedent to the issuance of new certificates a bond or agreement of indemnity, in such form and amount and with such sureties, or without sureties, as the Board of Directors may direct or approve.

ARTICLE IV
SHAREHOLDERS AND MEETINGS OF SHAREHOLDERS

4.01 Place of Meetings. All meetings of shareholders shall be held at the principal office of the corporation or at such other place as shall be determined by the Board of Directors and stated in the notice of meeting.

4.02 Annual Meeting. The annual meeting of the shareholders of the corporation shall be held in the fifth calendar month after the end of the corporation's fiscal year, or at such other date as the Board of Directors shall determine from time to time, and shall be held at such place and time of day as shall be determined by the Board of Directors from time to time. Directors shall be elected at each annual meeting and such other business transacted as may come before the meeting.

4.03 Special Meetings. Special meetings of shareholders may be called by the Board of Directors, the Chairman of the Board (if such office is filled) the President and shall be called by the President, Secretary or Assistant Secretary at the written request of shareholders holding a majority of the shares of stock of the corporation outstanding and entitled to vote. The request shall state the purpose or purposes for which the meeting is to be called.

4.04 Notice of Meetings. Except as otherwise provided by statute, written notice of the time, place and purposes of a meeting of shareholders shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting to each shareholder of record entitled to vote at the meeting, either personally or by mailing such notice to his last address as it appears on the books of the corporation. No notice need be given of an adjourned meeting of the shareholders provided the time and place to which such meeting is adjourned are announced at the meeting at which the adjournment is taken and at the adjourned meeting only such business is transacted as might have been transacted at the original meeting. However, if after the adjournment a new record date is fixed for the adjourned meeting a notice of the adjourned meeting shall be given to each shareholder of record on the new record date entitled to notice as provided in this Bylaw.

4.05 Record Dates. The Board of Directors may fix in advance a date as the record date for the purpose of determining shareholders entitled to notice of and to vote at a meeting of shareholders or an adjournment thereof, or to express consent or to dissent from a proposal without a meeting, or for the purpose of determining shareholders entitled to receive payment of a dividend or allotment of a right, or for the purpose of any other action. The date fixed shall not be more than sixty (60) nor less than ten (10) days before the date of the meeting, nor more than sixty (60) days before any other action. In such case only such shareholders as shall be shareholders of record on the date so fixed shall be entitled to notice of and to vote at such meeting or adjournment thereof, or to express consent or to dissent from such proposal, or to receive payment of such dividend or to receive such allotment of rights, or to participate in any other action, as the case may be, notwithstanding any transfer of any stock on the books of the corporation, or otherwise, after any such record date. Nothing in this Bylaw shall affect the rights of a shareholder and his transferee or transferor as between themselves.

4.06 List of Shareholders. The Secretary of the corporation or the agent of the corporation having charge of the stock transfer records for shares of the corporation shall make and certify a complete list of the shareholders entitled to vote at a shareholders' meeting or any adjournment thereof. The list: shall be arranged alphabetically within each class and series, with the address of, and the number of shares held by, each shareholder; shall be produced at the time and place of the meeting; shall be subject to inspection by any shareholder during the whole time of the meeting; and shall be prima facie evidence as to who are the shareholders entitled to examine the list or vote at the meeting.

4.07 Quorum. Unless a greater or lesser quorum is required by the laws of the State of Michigan, the Articles of Incorporation, or these Bylaws, the shareholders present at a meeting in person or by proxy who, as of the record date for such meeting, were holders of a majority of the outstanding shares of the corporation entitled to vote at the meeting shall constitute a quorum at the meeting. Whether or not a quorum is present, a meeting of shareholders may be adjourned by a vote of a majority of the shares present in person or by proxy. When the holders of a class or series of shares are entitled to vote separately on an item of business, this Bylaw applies in

determining the presence of a quorum of such class or series for transaction of such item of business.

4.08 Proxies. A shareholder entitled to vote at a meeting of shareholders or to express consent or dissent without a meeting may authorize other persons to act for the shareholder by proxy. A proxy shall be signed by the shareholder or the shareholder's authorized agent or representative and shall not be valid after the expiration of three years from its date unless otherwise provided in the proxy. A proxy is revocable at the pleasure of the shareholder executing it except as otherwise provided by the laws of the State of Michigan.

4.09 Voting. Each outstanding share is entitled to one vote on each matter submitted to a vote, unless otherwise provided in the Articles of Incorporation. Votes may be cast orally or in writing, but if more than 25 shareholders of record are entitled to vote, then votes shall be cast in writing signed by the shareholder or the shareholder's proxy. When an action, other than the election of directors, is to be taken by the vote of the shareholders, it shall be authorized by a majority of the votes cast by the holders of shares entitled to vote thereon, unless a greater plurality is required by these Bylaws, the Articles of Incorporation, or by the laws of the State of Michigan. Except as otherwise provided by the Articles of Incorporation or agreements among the shareholders, directors shall be elected by a plurality of the votes cast at any election.

4.10 Participation via Communication Equipment. A shareholder may participate in a meeting of shareholders by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can communicate with each other if all participants are advised of the communications equipment and the names of the participants in the conference are divulged to all participants. Participation in a meeting in this manner constitutes presence in person at the meeting.

ARTICLE V
DIRECTORS

5.01 Number and Eligibility. The business and affairs of the corporation shall be managed by a Board comprised of not less than one (1) nor more than twenty-one (21) directors as shall be determined from time to time, and at any time, by the shareholders entitled to vote thereon. The directors need not be residents of Michigan or shareholders of the corporation.

5.02 Election, Resignation and Removal. Directors shall be elected at each annual meeting of the shareholders, each to hold office until the next annual meeting of shareholders and until the director's successor is elected and qualified, or until the director's resignation or removal. A director may resign by written notice to the corporation. The resignation is effective upon its receipt by the corporation or a subsequent time as set forth in the notice of resignation. A director or the entire Board of Directors may be removed, with or without cause, by vote of the holders of a majority of the shares entitled to vote at an election of directors.

5.03 Vacancies. Vacancies in the Board of Directors occurring by reason of death, resignation, removal, increase in the number of directors or otherwise shall be filled only by the affirmative vote of holders of fifty-one percent (51%) of the shares of stock of the corporation issued and outstanding and entitled to vote on the election of directors. Each person so elected shall be a director for a term of office continuing only until the next election of directors by the shareholders. A vacancy that will occur at a specific date, by reason of a resignation effective at a later date or otherwise, may be filled before the vacancy occurs, but the newly elected director may not take office until the vacancy occurs.

5.04 Annual Meeting. The Board of Directors shall meet each year immediately after the annual meeting of the shareholders, or within three (3) days of such time excluding Sundays and legal holidays if such later time is deemed advisable, at the place where such meeting of the shareholders has been held or such other place as the Board may determine, for the purpose of election of officers and consideration of such business that may properly be brought before the meeting; provided, that if less than a majority of the directors appear for an annual meeting of the Board of Directors the holding of such annual meeting shall not be required and the matters which might have been taken up therein may be taken up at any later special or annual meeting, or by consent resolution.

5.05 Regular and Special Meetings. Regular meetings of the Board of Directors may be held at such times and places as the majority of the directors may from time to time determine at a prior meeting or as shall be directed or approved by the vote or written consent of all the directors. Special meetings of the Board may be called by the Chairman of the Board (if such office is filled) or the President and shall be called by the President, Secretary or Assistant Secretary upon the written request of any two directors.

5.06 Notices. Seven (7) days' written notice shall be given for all meetings of the Board (including, annual, regular and special meetings) or any committees thereof, and such notice shall state the time, place and purpose or purposes of the meeting, except that no notice shall be required for adjourned meetings.

5.07 Quorum and Voting. A majority of the Board of Directors then in office, or of the members of a committee thereof, constitutes a quorum for the transaction of business. The vote of a majority of the directors present at any meeting at which there is a quorum shall be the acts of the Board or of a committee, except as a larger vote may be required by the laws of the State of Michigan, by the Articles of Incorporation, or by these Bylaws.

5.08 Participation via Communication Equipment. A member of the Board or of a committee designated by the Board may participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can communicate with each other. participation in a meeting in this manner constitutes presence in person at the meeting.

5.09 Committees.

(a) Executive Committee. The Board of Directors may, by resolution passed by a majority of the whole Board, appoint three or more members of the Board as an executive committee to exercise all powers and authorities of the Board in management of the business and affairs of the corporation, except that the committee shall not have power or authority to: (i) amend the Articles of Incorporation; (ii) adopt an agreement of merger or consolidation; (iii) recommend to shareholders the sale, lease or exchange of all or substantially all of the corporation's property and assets; (iv) recommend to shareholders a dissolution of the corporation or revocation of a dissolution; (v) amend these Bylaws; (vi) fill vacancies in the Board; or (vii) unless expressly authorized by the Board, declare a dividend or authorize the issuance of stock.

(b) Other Committees. The Board of Directors from time to time may, by like resolution, appoint such other committees of one or more directors to have such authority as shall be specified by the Board in the resolution making such appointments. The Board of Directors may designate one or more directors as alternate members of any committee who may replace an absent or disqualified member at any meeting thereof.

5.10 Dissents. A director who is present at a meeting of the Board of Directors, or a committee thereof of which the director is a member, at which action on a corporate matter is taken is presumed to have concurred in that action unless the director's dissent is entered in the minutes of the meeting or unless the director files a written dissent to the action with the person acting as secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation promptly after the adjournment of the meeting. Such right to dissent does not apply to a director who voted in favor of such action. A director who is absent from a meeting of the Board, or a committee thereof of which the director is a member, at which any such action is taken is presumed to have concurred in the action unless the director files a written dissent with the Secretary of the corporation within a reasonable time after the director has knowledge of the action.

5.11 Compensation. The Board of Directors may establish reasonable compensation of directors for services to the corporation as directors or officers.

5.12 Certain Corporate Actions. Notwithstanding any provision in these Bylaws to the contrary, approval of fifty-five (55%) of all of the Board of Directors shall be required to take the following actions:

(a) Recommend that the shareholders consider the amendment of the corporation's Articles of Incorporation or Bylaws.

(b) Issue any additional securities (or any securities or obligations convertible into shares of stock) in the corporation or grant any option or other right to purchase stock (or any securities or obligations convertible into shares of stock) in the corporation.

(c) Merge or consolidate the corporation with another corporation or entity, dissolve the corporation, sell or otherwise transfer all or substantially all of the assets of the corporation, or engage in any other transaction not in the ordinary course of business.

(d) Redeem any securities of the corporation.

(e) Enter into or amend any agreement (whether oral or written) material to the business and operations of the corporation.

(f) Incur any indebtedness for borrowed money if the total outstanding indebtedness for borrowed money exceeds One Hundred Thousand Dollars ($100,000) or incur any indebtedness for borrowed money in excess of Three Hundred Thousand Dollars ($300,000) during any twelve (12) month period.

(g) Commit to any contract that requires the corporation to pay or expend more than One Hundred Fifty Thousand Dollars ($150,000) during any twelve (12) month period.

(h) Appoint or remove the principal executive officer or the chief executive officer of the corporation, including, without limitation, the designation an officer to perform the duties and exercise the powers of the President in the absence or disability of the President pursuant to Section 8.02 hereof.

(i) Form a subsidiary of the corporation, participate in a joint venture, or otherwise invest any of the corporation's monies or resources in any corporation, partnership, person, or other entity.

(j) Appoint any committee of the Board of Directors.

(k) Change the number of Directors constituting the Board of Directors.

(1) Enter or amend any agreement (whether oral or written) between the corporation, on the one hand, and a director, officer, shareholder, employee or any of their family members or affiliates, on the other hand.

Except as provided in this Section 5,12, in the Articles of Incorporation, or in Michigan law, all other decisions of the Board of Directors shall be made according to the vote otherwise required in these Bylaws.

ARTICLE VI
NOTICES, WAIVERS OF NOTICE, AND MANNER OF ACTING

6.01 Notices. All notices of meetings required to be given to shareholders, directors or any committee of directors may be given by mail, telecopy, telegram, radiogram or cablegram to any shareholder, director or committee member at his last address as it appears on the books of the

corporation. Such notice shall be deemed to be given at the time when the same shall be mailed or otherwise dispatched.

6.02 Waiver of Notice. Notice of the time, place and purpose of any meeting of shareholders, directors or committee of directors may be waived by telecopy, telegram, radiogram, cablegram or other writing, either before or after the meeting, or in such other manner as may be permitted by the laws of the State of Michigan. Attendance of a person at any meeting of shareholders, in person or by proxy, or at any meeting of directors or of a committee of directors, constitutes a waiver of notice of the meeting except as follows:

(a) In the case of a shareholder, unless the shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting, or unless with respect to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, the shareholder objects to considering the matter when it is presented.

(b) In the case of a director, unless he or she at the beginning of the meeting, or upon his or her arrival, objects to the meeting or the transacting of business at the meeting and does not thereafter vote for or assent to any action taken at the meeting.

6.03 Action Without a Meeting. Except as may be provided otherwise in the Articles of Incorporation for action to be taken by shareholders, any action required or permitted at any meeting of shareholders or directors or committee of directors may be taken without a meeting, without prior notice and without a vote, if all of the shareholders or directors or committee members entitled to vote thereon consent thereto in writing, before or after the action is taken.

ARTICLE VII
OFFICERS

7.01 Number. The Board of Directors shall elect or appoint a President, a Secretary and a Treasurer, and may select a Chairman of the Board, one or more Vice Presidents, Assistant Secretaries or Assistant Treasurers, and such other officers as may be determined by the Board of Directors from time to time. Any two or more of the above offices, except those of President and Vice President, may be held by the same person. No officer shall execute, acknowledge or verify an instrument in more than one capacity if the instrument is required by law, the Articles of Incorporation or these Bylaws to be executed, acknowledged, or verified by one or more officers.

7.02 Term of Office, Resignation and Removal. An officer shall hold office for the term for which he is elected or appointed and until his successor is elected or appointed and qualified, or until his resignation or removal. An officer may resign by written notice to the corporation. The resignation is effective upon its receipt by the corporation or at a subsequent time specified in the notice of resignation. An officer may be

removed by the Board with or without cause. The removal of an officer shall be without prejudice to his contract rights, if any. The election or appointment of an officer does not of itself create contract rights.

7.03 Vacancies. The Board of Directors may fill any vacancies in any office occurring for whatever reason.

7.4 Authority. All officers, employees and agents of the corporation shall have such authority and perform such duties in the conduct and management of the business and affairs of the corporation as may be designated by the Board of Directors and these Bylaws.

ARTICLE VIII
DUTIES OF OFFICERS

8.01 Chairman of the Board. The Chairman of the Board, if such office is filled, shall be the chief corporate officer of the corporation. The Chairman of the Board shall perform such duties as the Board of Directors may from time to time prescribe, including, without limitation, presiding at meetings of the shareholders and of the Board of Directors.

8.02 President. The President shall be the chief executive officer of the corporation. The President shall see that all orders and resolutions of the Board are carried into effect, shall have such duties as are set forth in these Bylaws, shall perform such other duties as the Board of Directors may from time to time determine prescribe, and shall have the general powers of supervision and management usually vested in the chief executive officer of a corporation, including, without limitation, the authority to vote all securities of other corporations and business organizations which are held by the corporation. In the absence or disability of the Chairman of the Board, or if that office is not filled, the President also shall perform the duties and execute the powers of the Chairman of the Board as set forth in these Bylaws. In the absence or disability of the President, the Board of Directors shall designate an officer to perform the duties and exercise the powers of the President.

8.03 Vice Presidents. The Vice Presidents shall perform such duties as the Board of Directors and the President may from time to time prescribe.

8.04 Secretary. The Secretary shall attend all meetings of the Board of Directors and of shareholders and shall record all votes and minutes of all proceedings in a book to be kept for that purpose, shall give or cause to be given notice of all meetings of the shareholders and of the Board of Directors, and shall keep in safe custody the seal of the corporation and, when authorized by the Board, affix the same to any instrument requiring it, and when so affixed it shall be attested by the signature of the Secretary, or by the signature of the Treasurer or an Assistant Secretary. In addition, the Secretary shall perform such other duties as the Board of Directors or the President may from time to time prescribe. The Secretary may delegate any of the duties, powers and authorities of the Secretary to one or more Assistant Secretaries, unless such delegation is disapproved by the Board.

8.05 Treasurer. The Treasurer shall have the custody of the corporate funds and securities; shall keep full and accurate accounts of receipts and disbursements in books of the corporation; and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall render to the President and directors, whenever they may require it, an account of his or her transactions as Treasurer and of the financial condition of the corporation. In addition, the Treasurer shall perform such other duties as the Board of Directors or the President may from time to time prescribe. The Treasurer may delegate any of his or her duties, powers and authorities to one or more Assistant Treasurers unless such delegation is disapproved by the Board of Directors.

8.06 Assistant Secretaries and Treasurers. The Assistant Secretaries, in order of their seniority, shall perform the duties and exercise the powers and authorities of the Secretary in the event that the Secretary is absent, disabled or otherwise unavailable. The Assistant Treasurers, in the order of their seniority, shall perform the duties and exercise the powers and authorities of the Treasurer in the event that the Treasurer is absent, disabled or otherwise unavailable. The Assistant Secretaries and Assistant Treasurers shall also perform such duties as may be delegated to them by the Secretary and Treasurer, respectively, and also such duties as the Board of Directors and/or the President may prescribe from time to time.

ARTICLE IX
SPECIAL CORPORATE ACTS

9.01 Orders for Payment of Money. All checks, drafts, notes, bonds, bills of exchange and orders for payment of money of the corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

9.02 Contracts and Conveyances. The Board of Directors of the corporation may in any instance designate the officer and/or agent who shall have authority to execute any contract, conveyance, mortgage or other instrument on behalf of the corporation, or may ratify or confirm any execution. When the execution of any instrument has been authorized without specification of the executing officers or agents, the Chairman of the Board, the President or any Vice President, and the Secretary or Assistant Secretary or Treasurer or Assistant Treasurer, may execute the same in the name and on behalf of this corporation and may affix the corporate seal thereto.

ARTICLE X
BOOKS AND RECORDS

10.01 Maintenance of Books and Records. The proper officers and agents of the corporation shall keep and maintain such books, records and accounts of the corporation's business and affairs, minutes of the proceedings

of its shareholders, Board and committees, if any, and such stock ledgers and lists of shareholders, as the Board of Directors shall deem advisable, and as shall be required by the laws of the State of Michigan and other states or jurisdictions empowered to impose such requirements. Books, records and minutes may be kept within or without the State of Michigan in a place which the Board shall determine.

10.02 Reliance on Books and Records. In discharging his or her duties, a director or an officer of the corporation, when acting in good faith, may rely upon information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by any of the following:

(a) One or more directors, officers, or employees of the corporation, or of a business organization under joint control or common control, whom the director or officer reasonably believes to be reliable and competent in the matters presented.

(b) Legal counsel, public accountants, engineers, or other persons as to matters the director or officer reasonably believes are within the person's professional or expert competence.

(c) A committee of the board of which he or she is not a member if the director or officer reasonably believes the committee merits confidence.

A director or officer is not entitled to rely on the information set forth above if he or she has knowledge concerning the matter in question that makes reliance otherwise permitted unwarranted.

ARTICLE XI
INDEMNIFICATION

11.01 Non-Derivative Actions. Subject to all of the other provisions of this Article XI, the corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal (other than an action by or in the right of the corporation) by reason of the fact that the person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, whether for profit or not, against expenses (including actual and reasonable attorneys' fees), judgments, penalties, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the. corporation or its shareholders, and with respect to any criminal action or proceeding, if the person had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a

presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the corporation or its shareholders, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

11.02 Derivative Actions. Subject to all of the provisions of this Article XI, the corporation shall indemnify any person who was or is a party to or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that the person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, whether for profit or not, against expenses (including attorneys' fees) and amounts paid in settlement actually and reasonably incurred by the person in connection with such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation or its shareholders. However, indemnification shall not be made for any claim, issue or matter in which such person has been found liable to the corporation unless and only to the extent that the court in which such action or suit was brought has determined upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for the reasonable expenses incurred.

11.03 Expenses of Successful Defense. To the extent that a person has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 11.01 or 11.02 of these Bylaws, or in defense of any claim, issue or matter in the action, suit or proceeding, the person shall be indemnified against actual and reasonable expenses (including attorneys' fees) incurred by such person in connection with the action, suit or proceeding and any action, suit or proceeding brought to enforce the mandatory indemnification provided by this Section 11.03.

11.04 Definition. For the purposes of Sections 11.01 and 11.02, "other enterprises" shall include employee benefit plans; "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and "serving at the request of the corporation" shall include any service as a director, officer, employee, or agent of the corporation which imposes duties on, or involves services by, the director or officer with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner the person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be considered to have acted in a manner "not opposed to the best interests of the corporation or its shareholders" as referred to in Sections 11.01 and 11.02.

11.05 Contract Right; Limitation on Indemnity. The right to indemnification conferred in this Article XI shall be a contract right, and shall apply to services of a director or officer as an employee or agent of the corporation as well as in such person's capacity as a director or

officer. Except as provided in Section 11.03 of these Bylaws, the corporation shall have no obligations under this Article XI to indemnify any person in connection with any proceeding, or part thereof, initiated by such person without authorization by the Board of Directors.

11.06 Determination That Indemnification is Proper. Any indemnification under Section 11.01 or 11.02 of these Bylaws (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the person is proper in the circumstances because the person has met the applicable standard of conduct set forth in Section 11.01 or 11.02, whichever is applicable, and upon an evaluation of the reasonableness of expenses and amount paid in settlement. Such determination and evaluation shall be made in any of the following ways:

(a) By a majority vote of a quorum of the Board consisting of directors who are not parties or threatened to be made parties to such action, suit or proceeding.

(b) If the quorum described in clause (a) above is not obtainable, then by a majority vote of a committee of directors duly designated by the Board of Directors and consisting solely of two or more directors who are not at the time parties or threatened to be made parties to the action, suit or proceeding.

(c) By independent legal counsel in a written opinion, which counsel shall be selected in one of the following ways: (i) by the board or its committee in the manner prescribed in subparagraph (a) or (b), or (ii) if a quorum of the board cannot be obtained under subparagraph (a) and a committee cannot be designated under subparagraph (b), by the board.

(d) By the shareholders, but shares held by directors or officers who are parties or threatened to be made parties to the action, suit or proceeding may not be voted.

11.07 Proportionate Indemnity. If a person is entitled to indemnification under Section 11.01 or 11.02 of these Bylaws for a portion of expenses, including attorneys' fees, judgments, penalties, fines, and amounts paid in settlement, but not for the total amount thereof, the corporation shall indemnify the person for the portion of the expenses, judgments, penalties, fines, or amounts paid in settlement for which the person is entitled to be indemnified.

11.08 Expense Advance. The corporation may pay or reimburse the reasonable expenses incurred by a person referred to in Section 11.01 or 11.02 of these bylaws who is a party or threatened to be made a party to an action, suit, or proceeding in advance of final disposition of the proceeding if all of the following apply: (a) the person furnishes the corporation a written affirmation of his or her good faith belief that he or she has met the applicable standard of conduct set forth in Section 11.01 or 11.02; (b) the person furnishes the corporation a written undertaking executed personally, or on his or her behalf, to repay the advance if it is ultimately determined that

he or she did not meet the standard of conduct; (c) the authorization of payment is made in the manner specified in Section 11.06; and (d) a determination is made that the facts then known to those making the determination would not preclude indemnification under Section 11.01 or 11.02. The undertaking shall be an unlimited general obligation of the person on whose behalf advances are made but need not be secured.

11.09 Non-Exclusivity of Rights. The indemnification or advancement of expenses provided under this Article XI is not exclusive of other rights to which a person seeking indemnification or advancement of expenses may be entitled under a contractual arrangement with the corporation. However, the total amount of expenses advanced or indemnified from all sources combined shall not exceed the amount of actual expenses incurred by the parson seeking indemnification or advancement of expenses.

11.10 Indemnification of Employees and Agents of the Corporation. The corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the corporation to the fullest extent of the provisions of this Article XI with respect to the indemnification and advancement of expenses of directors and officers of the corporation.

11.11 Former Directors and Officers. The indemnification provided in this Article XI continues as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such person.

11.12 Insurance. The corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, partner, trustee, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against the person and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the corporation would have power to indemnify the person against such liability under these Bylaws or the laws of the State of Michigan.

11.13 Changes in Michigan Law. In the event of any change of the Michigan statutory provisions applicable to the corporation relating to the subject matter of Article XI of these Bylaws, then the indemnification to which any person shall be entitled hereunder shall be determined by such changed provisions, but only to the extent that any such change permits the corporation to provide broader indemnification rights than such provisions permitted the corporation to provide prior to any such change. Subject to Section 11.14, the Board of Directors is authorized to amend these Bylaws to conform to any such changed statutory provisions.

11.14 Amendment or Repeal of Article XI. No amendment or repeal of this Article XI shall apply to or have any effect on any director or officer of the corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

ARTICLE XII
AMENDMENTS

12.01 Amendments. Unless otherwise provided herein, the Bylaws of the corporation may be amended, altered or repealed, in whole or in part, by the affirmative vote of holders of fifty-one percent (51%) of the shares of stock of the corporation issued and outstanding and entitled to vote. This Section 12.01 can be amended, altered or repealed only by the affirmative vote of holders of fifty-one percent (51%) of the shares of stock of the corporation issued and outstanding and entitled to vote.

EXHIBIT 3.48

LIMITED LIABILITY COMPANY AGREEMENT

OF

RADIO ONE OF DETROIT, LLC

This Limited Liability Company Agreement (the "Agreement") of Radio One of Detroit, LLC, a Delaware limited liability company (the "Company"), is made as of December 31,2001, by Bell Broadcasting Company, a Michigan corporation (the "Member").

In consideration of the agreements and obligations set forth herein and intending to be legally bound, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member hereby agrees as follows:

1. Formation. The Company was formed on December 31,2001 by filing a Certificate of Formation with the Delaware Secretary of State pursuant to the Delaware Limited Liability Company Act (the "Delaware Act") and on behalf of the Member.

2. Name. The name of the Company is "Radio One of Detroit, LLC" and all Company business shall be conducted under such name.

3. Purpose. The Company is formed for the purpose of engaging in any lawful act or activity for which limited liability companies may be formed under Delaware law and engaging in any and all activities necessary, convenient, desirable or incidental to the foregoing.

4. Principal Place of Business. The principal place of business of the Company shall be at c/o 5900 Princess Garden Parkway, 8th Floor, Lanham, MD 20706.

5. Member. The name and mailing address of the Member is as follows:

Name	Address
Bell Broadcasting Company, Inc.	5900 Princess Garden Parkway 8th Floor Lanham, MD. 20706

6. Registered Agent and Office. The street address of the initial registered office of the Company shall be: 2711 Centerville Road, Suite 400, Wilmington, DE 19808. The name of the Company's registered agent at such address is: Corporation Service Company. At any time, the Member may designate a different registered agent and/or registered office.

7. Powers. The Company shall have the power and authority to take any and all actions necessary, appropriate, proper, advisable, incidental or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by the members of limited liability companies under Delaware law.

8. Management of the Company. The business affairs of the company shall be managed by the Member in accordance with Section 18-402 of the Delaware Act. Management of the Company shall be vested in the Member. The Member shall have sole and complete discretion in determining whether to issue Units, the number of Units to be issued at any particular time, the purchase price for any Units issued, and all other terms and conditions governing any Units or the issuance thereof. The Member may appoint a President, one or more Vice Presidents, a Treasurer, a Secretary and/or one or more other officers as it deems necessary, desirable or appropriate, with such authority and upon such terms and conditions as the Member deems appropriate or, in the absence of such determination by the Member, as are appropriate to an officer with a similar title of a Delaware corporation. Any such officer shall serve at the pleasure of the Member and may be removed, with or without cause, by the Member.

9. Relationship Between the Member and the Company.

(a) The Member, its Affiliates (hereinafter defined), and the directors, officers and employees of the Member and its Affiliates may enter into agreements with the Company providing for the performance of services for the Company, and the receipt of such compensation as the Company may agree to pay.

(b) The Member, Manager (as defined in the Delaware Act) or officers of the Company shall not be liable or accountable in damages or otherwise to the Company or the Member for any act or omission done or omitted by him, her or it in good faith, unless such act or omission constitutes gross negligence or willful misconduct on the part of the Member, Manager or officer of the Company. The Company is expressly permitted in the normal course of its business to enter into transactions with any or all Managers, Members or officers or with any Affiliates of any such Manager, Member or officer.

(c) All expenses incurred with respect to the organization, operation and management of the Company shall be borne by the Company. The Member shall be entitled to reimbursement from the Company for direct expenses allocable to the organization, operation and management of the Company.

(d) "Affiliate" shall mean any Person (hereinafter defined) directly or indirectly controlling, controlled by or under common control with the Person in question; and, if the Person in question is not an individual, any executive officer or director of the Person in question or of any Person directly or indirectly controlling the Person in question. As used in this definition of "Affiliate," the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise."'Person" shall mean any individual, corporation, association, partnership, limited liability company, joint venture, trust, estate or other entity or organization.

10. Indemnity. In accordance with Section 18-108 of the Delaware Act, the Company shall indemnify and hold harmless any Member, Manager, officer of the Company and Affiliate thereof (individually, in each case, an "Indemnitee") to the fullest extent permitted by law against

any loss, liability, damage, judgment, demand, claim, cost or expense incurred by or asserted against the Indemnitee (including, without limitation, reasonable attorney's fees and disbursements incurred in the defense thereof) arising out any act or omission of the Indemnitee in connection with the Company.

11. Allocation of Profits and Losses. The Company's profits and losses, and all items allocable for tax purposes, shall be allocated to the Member.

12. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts as determined by the Member.

13. Assignments. The Member may assign in whole or in part its limited liability interest in the Company in accordance with the Delaware Act.

14. Admission of Additional Members. One or more additional members may be admitted to the Company with the consent of the Member upon such terms and conditions as the Member, in its discretion, shall approve. In the event of the admission of any new Member or Members, the Member and such additional Member or Members shall execute an appropriate amendment to this Agreement reflecting such terms and conditions and such other matters which the Member deems appropriate or upon which the Member and such additional Member or Members shall agree.

15. Resignation of Member. The Member may resign from the Company in accordance with the Delaware Act.

16. Liability of Member. Except as otherwise required in the Delaware Act, the debts, obligations, and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, the Member shall not be obligated for any such debt, obligation or liability of the Company solely by reason of being a Member or participating in the management of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under the Delaware Act or this Agreement shall not be grounds for imposing liability on the Member for liabilities of the Company.

17. Dissolution. Dissolution of the Company will occur upon the consent of the Member to dissolution of the Company. The exclusive means by which the Company may be dissolved are set forth in this Section 17. The Company will not be dissolved upon the death, retirement, resignation, expulsion, bankruptcy, or dissolution of the Member or upon the occurrence of any other event which terminates the continued membership of the Member in the Company.

18. Amendments. This Agreement may be amended only in writing. Any such amendment must be approved and executed by the Member.

19. Binding Effect; Benefits. This Agreement shall be binding upon and inure to the benefit of the Member and, to the extent permitted by this Agreement, its successors, legal representatives and assigns. No Person other than the Member shall be entitled to any benefits under the Agreement, except as otherwise expressly provided. Reference to any Person in this Agreement includes such Person's successors and permitted assigns.

20. Captions. Captions contained in this Agreement are inserted as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

21. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

22. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware, all rights and remedies being governed by said laws.

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IN WITNESS WHEREOF, the Member has executed this Agreement as of the date and year first above written.

BELL BROADCASTING COMPANY

By: /s/ LINDA J. ECKARD VILARDO

NAME: LINDA J. ECKARD VILARDO

TITLE: VICE PRESIDENT

EXHIBIT 3.49

LIMITED LIABILITY COMPANY AGREEMENT

OF

RADIO ONE OF ATLANTA, LLC

This Limited Liability Company Agreement (the "Agreement") of Radio One of Atlanta, LLC, a Delaware limited liability company (the "Company"), is made as of December 31, 2001, by Radio One, Inc., a Delaware corporation (the "Member").

In consideration of the agreements and obligations set forth herein and intending to be legally bound, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member hereby agrees as follows:

1. Formation. The Company was formed on December 31,2001 by filing a Certificate of Formation with the Delaware Secretary of State pursuant to the Delaware Limited Liability Company Act (the "Delaware Act") and on behalf of the Member.

2. Name. The name of the Company is "Radio One of Atlanta, LLC" and all Company business shall be conducted under such name.

3. Purpose. The Company is formed for the purpose of engaging in any lawful act or activity for which limited liability companies may be formed under Delaware law and engaging in any and all activities necessary, convenient, desirable or incidental to the foregoing.

4. Principal Place of Business. The principal place of business of the Company shall be at c/o 5900 Princess Garden Parkway, 8th Floor, Lanham, MD 20706.

5. Member. The name and mailing address of the Member is as follows:

Name	Address
Radio One, Inc.	5900 Princess Garden Parkway 8th Floor Lanham,MD 20706

6. Registered Agent and Office. The street address of the initial registered office of the Company shall be: 2711 Centerville Road, Suite 400, Wilmington, DE 19808. The name of the Company's registered agent at such address is: Corporation Service Company. At any time, the Member may designate a different registered agent and/or registered office.

7. Powers. The Company shall have the power and authority to take any and all actions necessary, appropriate, proper, advisable, incidental or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by the members of limited liability companies under Delaware law.

8. Management of the Company. The business affairs of the company shall be managed by the Member in accordance with Section 18-402 of the Delaware Act. Management of the Company shall be vested in the Member. The Member shall have sole and complete discretion in determining whether to issue Units, the number of Units to be issued at any particular time, the purchase price for any Units issued, and all other terms and conditions governing any Units or the issuance thereof. The Member may appoint a President, one or more Vice Presidents, a Treasurer, a Secretary and/or one or more other officers as it deems necessary, desirable or appropriate, with such authority and upon such terms and conditions as the Member deems appropriate or, in the absence of such determination by the Member, as are appropriate to an officer with a similar title of a Delaware corporation. Any such officer shall serve at the pleasure of the Member and may be removed, with or without cause, by the Member.

9. Relationship Between the Member and the Company.

(a) The Member, its Affiliates (hereinafter defined), and the directors, officers and employees of the Member and its Affiliates may enter into agreements with the Company providing for the performance of services for the Company, and the receipt of such compensation as the Company may agree to pay.

(b) The Member, Manager (as defined in the Delaware Act) or officers of the Company shall not be liable or accountable in damages or otherwise to the Company or the Member for any act or omission done or omitted by him, her or it in good faith, unless such act or omission constitutes gross negligence or willful misconduct on the part of the Member, Manager or officer of the Company. The Company is expressly permitted in the normal course of its business to enter into transactions with any or all Managers, Members or officers or with any Affiliates of any such Manager, Member or officer.

(c) All expenses incurred with respect to the organization, operation and management of the Company shall be borne by the Company. The Member shall be entitled to reimbursement from the Company for direct expenses allocable to the organization, operation and management of the Company.

(d) "Affiliate" shall mean any Person (hereinafter defined) directly or indirectly controlling, controlled by or under common control with the Person in question; and, if the Person in question is not an individual, any executive officer or director of the Person in question or of any Person directly or indirectly controlling the Person in question. As used in this definition of "Affiliate," the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. "Person" shall mean any individual, corporation, association, partnership, limited liability company, joint venture, trust, estate or other entity or organization.

10. Indemnity. In accordance with Section 18-108 of the Delaware Act, the Company shall indemnify and hold harmless any Member, Manager, officer of the Company and Affiliate thereof (individually, in each case, an "Indemnitee") to the fullest extent permitted by law against

any loss, liability, damage, judgment, demand, claim, cost or expense incurred by or asserted against the Indemnitee (including, without limitation, reasonable attorney's fees and disbursements incurred in the defense thereof) arising out any act or omission of the Indemnitee in connection with the Company.

11. Allocation of Profits and Losses. The Company's profits and losses, and all items allocable for tax purposes, shall be allocated to the Member.

12. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts as determined by the Member.

13. Assignments. The Member may assign in whole or in part its limited liability interest in the Company in accordance with the Delaware Act.

14. Admission of Additional Members. One or more additional members may be admitted to the Company with the consent of the Member upon such terms and conditions as the Member, in its discretion, shall approve. In the event of the admission of any new Member or Members, the Member and such additional Member or Members shall execute an appropriate amendment to this Agreement reflecting such terms and conditions and such other matters which the Member deems appropriate or upon which the Member and such additional Member or Members shall agree.

15. Resignation of Member. The Member may resign from the Company in accordance with the Delaware Act.

16. Liability of Member. Except as otherwise required in the Delaware Act, the debts, obligations, and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, the Member shall not be obligated for any such debt, obligation or liability of the Company solely by reason of being a Member or participating in the management of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under the Delaware Act or this Agreement shall not be grounds for imposing liability on the Member for liabilities of the Company.

17. Dissolution. Dissolution of the Company will occur upon the consent of the Member to dissolution of the Company. The exclusive means by which the Company may be dissolved are set forth in this Section 17. The Company will not be dissolved upon the death, retirement, resignation, expulsion, bankruptcy, or dissolution of the Member or upon the occurrence of any other event which terminates the continued membership of the Member in the Company.

18. Amendments. This Agreement may be amended only in writing. Any such amendment must be approved and executed by the Member.

19. Binding Effect; Benefits. This Agreement shall be binding upon and inure to the benefit of the Member and, to the extent permitted by this Agreement, its successors, legal representatives and assigns. No Person other than the Member shall be entitled to any benefits under the Agreement, except as otherwise expressly provided. Reference to any Person in this Agreement includes such Person's successors and permitted assigns.

20. Captions. Captions contained in this Agreement are inserted as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

21. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

22. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware, all rights and remedies being governed by said laws.

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IN WITNESS WHEREOF, the Member has executed this Agreement as of the date and year first above written.

RADIO ONE, INC.

By: /s/ LINDA J. ECKARD VILARDO

Name: LINDA J. ECKARD VILARDO
TITLE: VICE PRESIDENT

EXHIBIT 3.50

LIMITED LIABILITY COMPANY AGREEMENT

OF

ROA LICENSES, LLC

This Limited Liability Company Agreement (the "Agreement") of ROA Licenses, LLC, a Delaware limited liability company (the "Company"), is made as of December 31, 2001, by Radio One of Atlanta, Inc., a Delaware corporation (the "Member").

In consideration of the agreements and obligations set forth herein and intending to be legally bound, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member hereby agrees as follows:

1. Formation. The Company was formed on December 31, 2001 by filing a Certificate of Formation with the Delaware Secretary of State pursuant to the Delaware Limited Liability Company Act (the "Delaware Act") and on behalf of the Member.

2. Name. The name of the Company is "ROA Licenses, LLC" and all Company business shall be conducted under such name.

3. Purpose. The Company is formed for the purpose of engaging in any lawful act or activity for which limited liability companies may be formed under Delaware law and engaging in any and all activities necessary, convenient, desirable or incidental to the foregoing.

4. Principal Place of Business. The principal place of business of the Company shall be at c/o 5900 Princess Garden Parkway, 8th Floor, Lanham, MD 20706.

5. Member. The name and mailing address of the Member is as follows:

Name	Address
Radio One of Atlanta, Inc.	5900 Princess Garden Parkway 8th Floor Lanham,MD 20706

6. Registered Agent and Office. The street address of the initial registered office of the Company shall be: 2711 Centerville Road, Suite 400, Wilmington, DE 19808. The name of the Company's registered agent at such address is: Corporation Service Company. At any time, the Member may designate a different registered agent and/or registered office.

7. Powers. The Company shall have the power and authority to take any and all actions necessary, appropriate, proper, advisable, incidental or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by the members of limited liability companies under Delaware law.

8. Management of the Company. The business affairs of the company shall be managed by the Member in accordance with Section 18-402 of the Delaware Act. Management of the Company shall be vested in the Member. The Member shall have sole and complete discretion in determining whether to issue Units, the number of Units to be issued at any particular time, the purchase price for any Units issued, and all other terms and conditions governing any Units or the issuance thereof. The Member may appoint a President, one or more Vice Presidents, a Treasurer, a Secretary and/or one or more other officers as it deems necessary, desirable or appropriate, with such authority and upon such terms and conditions as the Member deems appropriate or, in the absence of such determination by the Member, as are appropriate to an officer with a similar title of a Delaware corporation. Any such officer shall serve at the pleasure of the Member and may be removed, with or without cause, by the Member.

9. Relationship Between the Member and the Company.

(a) The Member, its Affiliates (hereinafter defined), and the directors, officers and employees of the Member and its Affiliates may enter into agreements with the Company providing for the performance of services for the Company, and the receipt of such compensation as the Company may agree to pay.

(b) The Member, Manager (as defined in the Delaware Act) or officers of the Company shall not be liable or accountable in damages or otherwise to the Company or the Member for any act or omission done or omitted by him, her or it in good faith, unless such act or omission constitutes gross negligence or willful misconduct on the part of the Member, Manager or officer of the Company. The Company is expressly permitted in the normal course of its business to enter into transactions with any or all Managers, Members or officers or with any Affiliates of any such Manager, Member or officer.

(c) All expenses incurred with respect to the organization, operation and management of the Company shall be borne by the Company. The Member shall be entitled to reimbursement from the Company for direct expenses allocable to the organization, operation and management of the Company.

(d) "Affiliate" shall mean any Person (hereinafter defined) directly or indirectly controlling, controlled by or under common control with the Person in question; and, if the Person in question is not an individual, any executive officer or director of the Person in question or of any Person directly or indirectly controlling the Person in question. As used in this definition of "Affiliate," the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. "Person" shall mean any individual, corporation, association, partnership, limited liability company, joint venture, trust, estate or other entity or organization.

10. Indemnity. In accordance with Section 18-108 of the Delaware Act, the Company shall indemnify and hold harmless any Member, Manager, officer of the Company and Affiliate thereof (individually, in each case, an "Indemnitee") to the fullest extent permitted by law against

any loss, liability, damage, judgment, demand, claim, cost or expense incurred by or asserted against the Indemnitee (including, without limitation, reasonable attorney's fees and disbursements incurred in the defense thereof) arising out any act or omission of the Indemnitee in connection with the Company.

11. Allocation of Profits and Losses. The Company's profits and losses, and all items allocable for tax purposes, shall be allocated to the Member.

12. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts as determined by the Member.

13. Assignments. The Member may assign in whole or in part its limited liability interest in the Company in accordance with the Delaware Act.

14. Admission of Additional Members. One or more additional members may be admitted to the Company with the consent of the Member upon such terms and conditions as the Member, in its discretion, shall approve. In the event of the admission of any new Member or Members, the Member and such additional Member or Members shall execute an appropriate amendment to this Agreement reflecting such terms and conditions and such other matters which the Member deems appropriate or upon which the Member and such additional Member or Members shall agree.

15. Resignation of Member. The Member may resign from the Company in accordance with the Delaware Act.

16. Liability of Member. Except as otherwise required in the Delaware Act, the debts, obligations, and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, the Member shall not be obligated for any such debt, obligation or liability of the Company solely by reason of being a Member or participating in the management of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under the Delaware Act or this Agreement shall not be grounds for imposing liability on the Member for liabilities of the Company.

17. Dissolution. Dissolution of the Company will occur upon the consent of the Member to dissolution of the Company. The exclusive means by which the Company may be dissolved are set forth in this Section 17. The Company will not be dissolved upon the death, retirement, resignation, expulsion, bankruptcy, or dissolution of the Member or upon the occurrence of any other event which terminates the continued membership of the Member in the Company.

18. Amendments. This Agreement may be amended only in writing. Any such amendment must be approved and executed by the Member.

19. Binding Effect; Benefits. This Agreement shall be binding upon and inure to the benefit of the Member and, to the extent permitted by this Agreement, its successors, legal representatives and assigns. No Person other than the Member shall be entitled to any benefits under the Agreement, except as otherwise expressly provided. Reference to any Person in this Agreement includes such Person's successors and permitted assigns.

20. Captions. Captions contained in this Agreement are inserted as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

21. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

22. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware, all rights and remedies being governed by said laws.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Member has executed this Agreement as of the date and year first above written.

RADIO ONE OF ATLANTA, INC.

By: /s/ Linda J. Eckard Vilardo

Name: LINDA J. ECKARD VILARDO
Title: VICE PRESIDENT

EXHIBIT 3.51

LIMITED LIABILITY COMPANY AGREEMENT
OF
RADIO ONE OF CHARLOTTE, LLC

THE UNDERSIGNED Sole Member of Radio One of Charlotte, LLC (the "Company"), acting pursuant to the provisions of the Delaware Limited Liability Company Act, 6 Del. C. Section 18-101 et seq. as amended (the "Delaware Act") as to the affairs of the company and the conduct of its business, does hereby certify and agree as follows:

1. Name Formation. The name of the Company is Radio One of Charlotte, LLC, or such other name as the Member may from time to time hereafter designate. The Sole Member hereby acknowledges the formation of the Company as a limited liability company pursuant to the Delaware Act by virtue of the filing of the Company's Certificate of Formation with the Delaware Secretary of State on May 24, 2000, and confirms and agrees to its status as a Member of the Company.

2. Definitions: Rules of Construction. In addition to terms otherwise defined herein, the following defined terms shall have the meanings set forth below:

"Agreement" means this Limited Liability Company Agreement of the Company.

"Event of withdrawal of a Member" means the death, retirement, resignation, expulsion, bankruptcy, liquidation or dissolution of a Member or the occurrence of any other event that terminates the continued membership of a Member in the Company.

"Sole Member" means Davis Broadcasting Acquisition, Inc., a corporation formed under the laws of the State of Delaware.

"Member" means the Sole Member or any successor or assign thereof.

Words used herein, regardless of the number and gender used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires, and, as used herein, unless the context clearly requires otherwise, the words "hereof," "herein," and "hereafter" and words of similar import shall refer to this Agreement as a whole and not to any particular provisions or sections thereof.

3. Purposes. The purpose of the Company shall be to engage in any lawful business activity or transaction that may be engaged in by a limited liability company organized under the Delaware Act, as such business activities and transactions may be determined by the Member from time to time.

4. Powers. In furtherance of the foregoing purposes, subject to the provisions of this Agreement, the Company shall have the power to take any action or incur any obligation in connection with, or to facilitate and support the purposes of, the Company, so long as said actions and obligations may be lawfully engaged in or performed by a limited liability company under the Delaware Act.

5. Offices.

   a. The principal business office of the Company, and such additional offices as the Member may determine to establish, shall be located at such place or places inside or outside the State of Delaware as the Member may designate from time to time.

   b. The registered office of the Company in the State of Delaware is located at 1013 Centre Road, Wilmington, Delaware 19805. The registered agent of the Company for service of process at such address is Corporation Service Company.

6. Members.

   a. The name and business or residence address of the Sole Member of the Company is as set forth on Schedule I attached hereto, as the same may be amended or modified from time to time.

   b. The Member may admit additional members upon such terms and conditions as the Member shall determine, and in the event of any such admission, this Agreement shall be amended to the extent necessary or deemed desirable by the Member in order to provide for governance of and other matters affecting the Company as affected by any such admission.

   c. Notwithstanding any provision of this Agreement, every Member by virtue of having become a Member shall be held to have become a party hereto and to have expressly assented and agreed to the terms hereof. Members, in their capacity as Members, shall not manage the Company, and shall have no right, power or authority to act on behalf of, or to bind, the Company.

   d. The Member may execute and file on behalf of the Company with the Secretary of State of the State of Delaware any certificates of amendment to the Company's certificate of formation, one or more restated certificates of formation and certificates of merger or consolidation and, upon the dissolution and completion of the winding up of the Company, a certificate of cancellation canceling the Company's certification of formation.

7. Term. The Company shall continue until dissolved and terminated in accordance with Section 11 of the Agreement.

8. Management of the Company.

a. The business and affairs of the Company shall be managed by the Managers to be appointed by the Sole Member. The Sole Member shall also determine how many persons will serve as Managers. Except as provided In this Agreement, the Managers shall have the exclusive authority and full discretion to manage and control the business and affairs of the Company, to make all decisions affecting the business, operations and affairs of the Company, and to take all actions deemed necessary or appropriate to accomplish the purpose of the Company. The initial Manager of the Company shall consist of one person as follows: Gregory A. Davis.

b. Removal of Managers. Managers may be removed at any time, with or without cause, by the Member.

c. Manager Meetings and Voting. Meetings of the Managers (which may be in person or by telephone) may be called at any time by any Manager by giving at least two business days prior written notice to all other Managers. Each Manager shall have one vote and the vote of a majority of the Managers present at a meeting shall be the act of the Managers.

d. Action by Written Consent. Any action required or permitted to be taken at any meeting of the Managers maybe taken without a meeting if all Managers consent thereto in writing, and the writing or writings are filed with the minutes of the proceedings of the Managers.

e. Officers. The Managers may appoint officers of the Company with such titles as it may elect, to act on behalf of the Company with such power and authority as the Managers may delegate in writing to any such person.

9. Accounting Matters.

a. Except as otherwise expressly provided in this Agreement or the Internal Revenue Code of 1986, as amended (the "Code") or the Treasury Regulations, the Company shall allocate its tax items in the same manner and percentages as its book items are allocated.

b. The tax year of the Company shall be the calendar year. The Company shall adopt such methods of accounting as are determined by the Manager(s) upon the advice of the certified public accounting firm servicing the Company.

c. The Sole Member shall be the "Tax Matters Member" for federal income tax purposes.

10. Distributions/Allocations. Distributions of cash or other assets of the Company shall be made at such time and in such amounts as the Manager(s) may determine.

Notwithstanding anything to the contrary contained in this Agreement, the Company shall not make a distribution if such distribution would violate Section 18-607 (insolvency) of the Delaware Act or other applicable law.

11. Dissolution. Subject to the provisions of Section 13 of this Agreement, the Company shall be dissolved and its affairs wound up and terminated upon the first to occur of the following:

a. The determination of the Member; or

b. The occurrence of an event of withdrawal of a Member or any other event causing a dissolution of the Company under Section 18-801 of the Delaware Act.

12. Liquidation. Upon the dissolution of the Company, the Sole Member (or any liquidator appointed by the Sole Member) shall promptly take any action required under applicable law to effect such dissolution, wind up the affairs of the Company, liquidate the assets of the Company, and distribute the proceeds of such liquidation in accordance with the provisions of Section 18-804 of the Delaware Act. A reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the discharge of liabilities to creditors to enable the Sole Member to minimize losses.

13. Limitation on Liability.

a. A Member shall not be liable, responsible or accountable to the Company or any other Member in damages or otherwise for any acts, or for any failure to act, except for fraud, bad faith or gross negligence. Each Manager shall perform his managerial duties in good faith, in a manner he reasonably believes to be in the best interests of the Company. A Manager who so performs the duties of Manager shall not have any liability by reason of being or having been a Manager of the Company. A Manager does not, in any way, guarantee a profit for the Member from the operations of the Company. A Manager shall not be liable to the Company or to any Member for any loss or damage sustained by the Company or any Member, unless the loss or damage shall have been the result of the failure of the Manager to meet the standard set forth in this Section.

b. A Manager shall not be required to manage the Company as its sole and exclusive function and each Manager may have other business interests and may engage in other activities in addition to those relating to the Company. Neither the Company nor any Member shall have any right, by virtue of this Agreement, to share or participate in such other investments or activities of the Managers or to the income or proceeds derived therefrom. A Manager shall incur no liability to the Company or to the Member as a result of engaging in any other business or venture.

14. Indemnity of Managers, Employees and Agents.

a. To the maximum extent permitted by law, the Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that he or she is or was a Manager of the Company or is or was serving at the request of the Company as a Manager or officer of another corporation, limited liability company, or other enterprise, from and against all costs, expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful. To the maximum extent permitted by law, the Company may indemnify any employee or agent who is not a Manager who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that he or she is or was an employee or agent of the Company from and against all costs, expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful, provided that the indemnification in any given situation is approved by the Managers.

b. Any indemnification under paragraph (a) of this Section (unless ordered by a Court) shall be made by the Company only as authorized in the specific case upon a determination that indemnification of the Manager, employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in paragraph (a) of this Section. Such determination shall be made by the Sole Member.

c. Expenses (including attorney's fees and disbursements) incurred by any Manager in defending any proceeding described in paragraph (a) above, shall be paid by the Company as an advance to such Manager, in advance of the final disposition of the proceeding, upon receipt of an undertaking by or on behalf of such Manager to repay the amount so advanced by the Company if it is ultimately determined that such Manager is not entitled to be indemnified by the Company pursuant to this Section.

15. Merger Agreement. The Merger Agreement as of May 31, 2000 among Davis Broadcasting, Inc. ("DBI"), the Company, and the Sole Member of the Company, whereby DBI shall be merged with and into the Company, with the Company as the surviving company, is hereby approved. The officers of the Company are authorized and

empowered to execute and deliver the Merger Agreement and any amendments thereto on behalf of the Company. Such execution and delivery thereof shall be conclusive evidence of such officers approval, the Manager's approval and the Sole Member's approval.

16. Further Assurances. The Member shall hereafter execute and deliver such further instruments and documents and do such further acts and things as may be required or useful to carry out the intent and purpose of this Agreement, including, without limitation, executing and delivering any amended modified or restated limited liability company agreements.

17. Amendments. This Agreement may be amended only upon the written consent of the Member.

18. Governing Law. The Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware.

19. Section Headings. Section headings in this Agreement are for convenience only and shall have no force or effect for any purpose whatsoever.

IN WITNESS WHEREOF, the undersigned party has duly executed this Limited Liability

Company Agreement as of May 30, 2000.

SOLE MEMBER:

DAVIS BROADCASTING ACQUISITION, INC.

By: /s/ Gregory A. Davis

Name: Gregory A. Davis
Title: President

SCHEDULE I

MEMBER OF RADIO ONE OF CHARLOTTE, LLC

Name & Address of Member	Percentage Interest
Davis Broadcasting Acquisition, Inc. 2203 Wynnton Road Columbus, GA 31906	100%

EXHIBIT 3.52

LIMITED LIABILITY COMPANY AGREEMENT
OF
RADIO ONE OF AUGUSTA, LLC

This Limited Liability Company Agreement (the "Agreement") of Radio One of Augusta, LLC, a Delaware limited liability company (the "Company"), is made as of December 31, 2001, by Radio One of Charlotte, LLC, a Delaware limited liability company (the "Member").

In consideration of the agreements and obligations set forth herein and intending to be legally bound, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member hereby agrees as follows:

1. Formation. The Company was formed on December 31, 2001 by filing a Certificate of Formation with the Delaware Secretary of State pursuant to the Delaware Limited Liability Company Act (the "Delaware Act") and on behalf of the Member.

2. Name. The name of the Company is "Radio One of Augusta, LLC" and all Company business shall be conducted under such name.

3. Purpose. The Company is formed for the purpose of engaging in any lawful act or activity for which limited liability companies may be formed under Delaware law and engaging in any and all activities necessary, convenient, desirable or incidental to the foregoing.

4. Principal Place of Business. The principal place of business of the Company shall be at c/o 5900 Princess Garden Parkway, 8th Floor, Lanham, MD 20706.

5. Member. The name and mailing address of the Member is as follows:

Name	Address
Radio One of Charlotte, LLC	5900 Princess Garden Parkway 8th Floor Lanham, MD 20706

6. Registered Agent and Office. The street address of the initial registered office of the Company shall be: 2711 Centerville Road, Suite 400, Wilmington, DE 19808. The name of the Company's registered agent at such address is: Corporation Service Company. At any time, the Member may designate a different registered agent and/or registered office.

7. Powers. The Company shall have the power and authority to take any and all actions necessary, appropriate, proper, advisable, incidental or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by the members of limited liability companies under Delaware law.

8. Management of the Company. The business affairs of the company shall be managed by the Member in accordance with Section 18-402 of the Delaware Act. Management of the Company shall be vested in the Member. The Member shall have sole and complete discretion in determining whether to issue Units, the number of Units to be issued at any particular time, the purchase price for any Units issued, and all other terms and conditions governing any Units or the issuance thereof. The Member may appoint a President, one or more Vice Presidents, a Treasurer, a Secretary and/or one or more other officers as it deems necessary, desirable or appropriate, with such authority and upon such terms and conditions as the Member deems appropriate or, in the absence of such determination by the Member, as are appropriate to an officer with a similar title of a Delaware corporation. Any such officer shall serve at the pleasure of the Member and may be removed, with or without cause, by the Member.

9. Relationship Between the Member and the Company.

(a) The Member, its Affiliates (hereinafter defined), and the directors, officers and employees of the Member and its Affiliates may enter into agreements with the Company providing for the performance of services for the Company, and the receipt of such compensation as the Company may agree to pay.

(b) The Member, Manager (as defined in the Delaware Act) or officers of the Company shall not be liable or accountable in damages or otherwise to the Company or the Member for any act or omission done or omitted by him, her or it in good faith, unless such act or omission constitutes gross negligence or willful misconduct on the part of the Member, Manager or officer of the Company. The Company is expressly permitted in the normal course of its business to enter into transactions with any or all Managers, Members or officers or with any Affiliates of any such Manager, Member or officer.

(c) All expenses incurred with respect to the organization, operation and management of the Company shall be borne by the Company. The Member shall be entitled to reimbursement from the Company for direct expenses allocable to the organization, operation and management of the Company.

(d) "Affiliate" shall mean any Person (hereinafter defined) directly or indirectly controlling, controlled by or under common control with the Person in question; and, if the Person in question is not an individual, any executive officer or director of the Person in question or of any Person directly or indirectly controlling the Person in question. As used in this definition of "Affiliate," the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. "Person" shall mean any individual, corporation, association, partnership, limited liability company, joint venture, trust, estate or other entity or organization.

10. Indemnity. In accordance with Section 18-108 of the Delaware Act, the Company shall indemnify and hold harmless any Member, Manager, officer of the Company and Affiliate thereof (individually, in each case, an "Indemnitee") to the fullest extent permitted by law against

any loss, liability, damage, judgment, demand, claim, cost or expense incurred by or asserted against the Indemnitee (including, without limitation, reasonable attorney's fees and disbursements incurred in the defense thereof) arising out any act or omission of the Indemnitee in connection with the Company.

11. Allocation of Profits and Losses. The Company's profits and losses, and all items allocable for tax purposes, shall be allocated to the Member.

12. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts as determined by the Member.

13. Assignments. The Member may assign in whole or in part its limited liability interest in the Company in accordance with the Delaware Act.

14. Admission of Additional Members. One or more additional members may be admitted to the Company with the consent of the Member upon such terms and conditions as the Member, in its discretion, shall approve. In the event of the admission of any new Member or Members, the Member and such additional Member or Members shall execute an appropriate amendment to this Agreement reflecting such terms and conditions and such other matters which the Member deems appropriate or upon which the Member and such additional Member or Members shall agree.

15. Resignation of Member. The Member may resign from the Company in accordance with the Delaware Act.

16. Liability of Member. Except as otherwise required in the Delaware Act, the debts, obligations, and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, the Member shall not be obligated for any such debt, obligation or liability of the Company solely by reason of being a Member or participating in the management of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under the Delaware Act or this Agreement shall not be grounds for imposing liability on the Member for liabilities of the Company.

17. Dissolution. Dissolution of the Company will occur upon the consent of the Member to dissolution of the Company. The exclusive means by which the Company may be dissolved are set forth in this Section 17. The Company will not be dissolved upon the death, retirement, resignation, expulsion, bankruptcy, or dissolution of the Member or upon the occurrence of any other event which terminates the continued membership of the Member in the Company.

18. Amendments. This Agreement may be amended only in writing. Any such amendment must be approved and executed by the Member.

19. Binding Effect; Benefits. This Agreement shall be binding upon and inure to the benefit of the Member and, to the extent permitted by this Agreement, its successors, legal representatives and assigns. No Person other than the Member shall be entitled to any benefits under the Agreement, except as otherwise expressly provided. Reference to any Person in this Agreement includes such Person's successors and permitted assigns.

20. Captions. Captions contained in this Agreement are inserted as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

21. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

22. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware, all rights and remedies being governed by said laws.

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IN WITNESS WHEREOF, the Member has executed this Agreement as of the date and year first above written.

RADIO ONE OF CHARLOTTE, LLC

By: /s/ Linda J. Eckard Vilardo

Name: LINDA J. ECKARD VILARDO
Title: VICE PRESIDENT

EXHIBIT 3.53

LIMITED LIABILITY COMPANY AGREEMENT
OF
CHARLOTTE BROADCASTING, LLC

This Limited Liability Company Agreement (the "Agreement") of Charlotte Broadcasting, LLC, a Delaware limited liability company (the "Company"), is made as of December 31, 2001, by Radio One of Charlotte, LLC, a Delaware limited liability company (the "Member").

In consideration of the agreements and obligations set forth herein and intending to be legally bound, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member hereby agrees as follows:

1. Formation. The Company was formed on December 31, 2001 by filing a Certificate of Formation with the Delaware Secretary of State pursuant to the Delaware Limited Liability Company Act (the "Delaware Act") and on behalf of the Member.

2. Name. The name of the Company is "Charlotte Broadcasting, LLC" and all Company business shall be conducted under such name.

3. Purpose. The Company is formed for the purpose of engaging in any lawful act or activity for which limited liability companies may be formed under Delaware law and engaging in any and all activities necessary, convenient, desirable or incidental to the foregoing.

4. Principal Place of Business. The principal place of business of the Company shall be at c/o 5900 Princess Garden Parkway, 8th Floor, Lanham, MD 20706.

5. Member. The name and mailing address of the Member is as follows:

Name	Address
Radio One of Charlotte, LLC	5900 Princess Garden Parkway 8th Floor Lanham, MD 20706

6. Registered Agent and Office. The street address of the initial registered office of the Company shall be: 2711 Centerville Road, Suite 400, Wilmington, DE 19808, The name of the Company's registered agent at such address is: Corporation Service Company. At any time, the Member may designate a different registered agent and/or registered office.

7. Powers. The Company shall have the power and authority to take any and all actions necessary, appropriate, proper, advisable, incidental or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by the members of limited liability companies under Delaware law.

8. Management of the Company. The business affairs of the company shall be managed by the Member in accordance with Section 18-402 of the Delaware Act. Management of the Company shall be vested in the Member. The Member shall have sole and complete discretion in determining whether to issue Units, the number of Units to be issued at any particular time, the purchase price for any Units issued, and all other terms and conditions governing any Units or the issuance thereof. The Member may appoint a President, one or more Vice Presidents, a Treasurer, a Secretary and/or one or more other officers as it deems necessary, desirable or appropriate, with such authority and upon such terms and conditions as the Member deems appropriate or, in the absence of such determination by the Member, as are appropriate to an officer with a similar title of a Delaware corporation. Any such officer shall serve at the pleasure of the Member and may be removed, with or without cause, by the Member.

9. Relationship Between the Member and the Company.

(a) The Member, its Affiliates (hereinafter defined), and the directors, officers and employees of the Member and its Affiliates may enter into agreements with the Company providing for the performance of services for the Company, and the receipt of such compensation as the Company may agree to pay.

(b) The Member, Manager (as defined in the Delaware Act) or officers of the Company shall not be liable or accountable in damages or otherwise to the Company or the Member for any act or omission done or omitted by him, her or it in good faith, unless such act or omission constitutes gross negligence or willful misconduct on the part of the Member, Manager or officer of the Company. The Company is expressly permitted in the normal course of its business to enter into transactions with any or all Managers, Members or officers or with any Affiliates of any such Manager, Member or officer.

(c) All expenses incurred with respect to the organization, operation and management of the Company shall be borne by the Company. The Member shall be entitled to reimbursement from the Company for direct expenses allocable to the organization, operation and management of the Company.

(d) "Affiliate" shall mean any Person (hereinafter defined) directly or indirectly controlling, controlled by or under common control with the Person in question; and, if the Person in question is not an individual, any executive officer or director of the Person in question or of any Person directly or indirectly controlling the Person in question. As used in this definition of "Affiliate," the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. "Person" shall mean any individual, corporation, association, partnership, limited liability company, joint venture, trust, estate or other entity or organization.

10. Indemnity. In accordance with Section 18-108 of the Delaware Act, the Company shall indemnify and hold harmless any Member, Manager, officer of the Company and Affiliate thereof (individually, in each case, an "Indemnitee") to the fullest extent permitted by law against

any loss, liability, damage, judgment, demand, claim, cost or expense incurred by or asserted against the Indemnitee (including, without limitation, reasonable attorney's fees and disbursements incurred in the defense thereof) arising out any act or omission of the Indemnitee in connection with the Company.

11. Allocation of Profits and Losses. The Company's profits and losses, and all items allocable for tax purposes, shall be allocated to the Member.

12. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts as determined by the Member.

13. Assignments. The Member may assign in whole or in part its limited liability interest in the Company in accordance with the Delaware Act.

14. Admission of Additional Members. One or more additional members may be admitted to the Company with the consent of the Member upon such terms and conditions as the Member, in its discretion, shall approve. In the event of the admission of any new Member or Members, the Member and such additional Member or Members shall execute an appropriate amendment to this Agreement reflecting such terms and conditions and such other matters which the Member deems appropriate or upon which the Member and such additional Member or Members shall agree.

15. Resignation of Member. The Member may resign from the Company in accordance with the Delaware Act.

16. Liability of Member. Except as otherwise required in the Delaware Act, the debts, obligations, and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, the Member shall not be obligated for any such debt, obligation or liability of the Company solely by reason of being a Member or participating in the management of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under the Delaware Act or this Agreement shall not be grounds for imposing liability on the Member for liabilities of the Company.

17. Dissolution. Dissolution of the Company will occur upon the consent of the Member to dissolution of the Company. The exclusive means by which the Company may be dissolved are set forth in this Section 17. The Company will not be dissolved upon the death, retirement, resignation, expulsion, bankruptcy, or dissolution of the Member or upon the occurrence of any other event which terminates the continued membership of the Member in the Company.

18. Amendments. This Agreement may be amended only in writing. Any such amendment must be approved and executed by the Member.

19. Binding Effect: Benefits. This Agreement shall be binding upon and inure to the benefit of the Member and, to the extent permitted by this Agreement, its successors, legal representatives and assigns. No Person other than the Member shall be entitled to any benefits under the Agreement, except as otherwise expressly provided. Reference to any Person in this Agreement includes such Person's successors and permitted assigns.

20. Captions. Captions contained in this Agreement are inserted as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

21. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

22. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware, all rights and remedies being governed by said laws.

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IN WITNESS WHEREOF, the Member has executed this Agreement as of the date and year first above written.

RADIO ONE OF CHARLOTTE, LLC.

By: /s/ Linda J. Eckard Vilardo

Name: LINDA J. ECKARD VILARDO
Title: Vice President

EXHIBIT 3.54

LIMITED LIABILITY COMPANY AGREEMENT
OF
RADIO ONE OF NORTH CAROLINA, LLC

This Limited Liability Company Agreement (the "Agreement") of Radio One of North Carolina, LLC, a Delaware limited liability company (the "Company"), is made as of December 31, 2001, by Davis Broadcasting of Charlotte, Inc., a Delaware corporation (the "Member").

In consideration of the agreements and obligations set forth herein and intending to be legally bound, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member hereby agrees as follows:

1. Formation. The Company was formed on December 31, 2001 by filing a Certificate of Formation with the Delaware Secretary of State pursuant to the Delaware Limited Liability Company Act (the "Delaware Act") and on behalf of the Member.

2. Name. The name of the Company is "Radio One of North Carolina, LLC" and all Company business shall be conducted under such name.

3. Purpose. The Company is formed for the purpose of engaging in any lawful act or activity for which limited liability companies may be formed under Delaware law and engaging in any and all activities necessary, convenient, desirable or incidental to the foregoing.

4. Principal Place of Business. The principal place of business of the Company shall be at c/o 5900 Princess Garden Parkway, 8th Floor, Lanham, MD 20706.

5. Member. The name and mailing address of the Member is as follows:

Name	Address
Davis Broadcasting of Charlotte, Inc.	5900 Princess Garden Parkway 8th Floor Lanham, MD 20706

6. Registered Agent and Office. The street address of the initial registered office of the Company shall be: 2711 Centerville Road, Suite 400, Wilmington, DE 19808. The name of the Company's registered agent at such address is: Corporation Service Company. At any time, the Member may designate a different registered agent and/or registered office.

7. Powers. The Company shall have the power and authority to take any and all actions necessary, appropriate, proper, advisable, incidental or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by the members of limited liability companies under Delaware law.

8. Management of the Company. The business affairs of the company shall be managed by the Member in accordance with Section 18-402 of the Delaware Act. Management of the Company shall be vested in the Member. The Member shall have sole and complete discretion in determining whether to issue Units, the number of Units to be issued at any particular time, the purchase price for any Units issued, and all other terms and conditions governing any Units or the issuance thereof. The Member may appoint a President, one or more Vice Presidents, a Treasurer, a Secretary and/or one or more other officers as it deems necessary, desirable or appropriate, with such authority and upon such terms and conditions as the Member deems appropriate or, in the absence of such determination by the Member, as are appropriate to an officer with a similar title of a Delaware corporation. Any such officer shall serve at the pleasure of the Member and may be removed, with or without cause, by the Member.

9. Relationship Between the Member and the Company.

(a) The Member, its Affiliates (hereinafter defined), and the directors, officers and employees of the Member and its Affiliates may enter into agreements with the Company providing for the performance of services for the Company, and the receipt of such compensation as the Company may agree to pay.

(b) The Member, Manager (as defined in the Delaware Act) or officers of the Company shall not be liable or accountable in damages or otherwise to the Company or the Member for any act or omission done or omitted by him, her or it in good faith, unless such act or omission constitutes gross negligence or willful misconduct on the part of the Member, Manager or officer of the Company. The Company is expressly permitted in the normal course of its business to enter into transactions with any or all Managers, Members or officers or with any Affiliates of any such Manager, Member or officer.

(c) All expenses incurred with respect to the organization, operation and management of the Company shall be borne by the Company. The Member shall be entitled to reimbursement from the Company for direct expenses allocable to the organization, operation and management of the Company.

(d) "Affiliate" shall mean any Person (hereinafter defined) directly or indirectly controlling, controlled by or under common control with the Person in question; and, if the Person in question is not an individual, any executive officer or director of the Person in question or of any Person directly or indirectly controlling the Person in question. As used in this definition of "Affiliate," the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. "Person" shall mean any individual, corporation, association, partnership, limited liability company, joint venture, trust, estate or other entity or organization.

10. Indemnity. In accordance with Section 18-108 of the Delaware Act, the Company shall indemnify and hold harmless any Member, Manager, officer of the Company and Affiliate thereof (individually, in each case, an "Indemnitee") to the fullest extent permitted by law against

any loss, liability, damage, judgment, demand, claim, cost or expense incurred by or asserted against the Indemnitee (including, without limitation, reasonable attorney's fees and disbursements incurred in the defense thereof) arising out any act or omission of the Indemnitee in connection with the Company.

11. Allocation of Profits and Losses. The Company's profits and losses, and all items allocable for tax purposes, shall be allocated to the Member.

12. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts as determined by the Member.

13. Assignments. The Member may assign in whole or in part its limited liability interest in the Company in accordance with the Delaware Act.

14. Admission of Additional Members. One or more additional members may be admitted to the Company with the consent of the Member upon such terms and conditions as the Member, in its discretion, shall approve. In the event of the admission of any new Member or Members, the Member and such additional Member or Members shall execute an appropriate amendment to this Agreement reflecting such terms and conditions and such other matters which the Member deems appropriate or upon which the Member and such additional Member or Members shall agree.

15. Resignation of Member. The Member may resign from the Company in accordance with the Delaware Act.

16. Liability of Member. Except as otherwise required in the Delaware Act, the debts, obligations, and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, the Member shall not be obligated for any such debt, obligation or liability of the Company solely by reason of being a Member or participating in the management of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under the Delaware Act or this Agreement shall not be grounds for imposing liability on the Member for liabilities of the Company.

17. Dissolution. Dissolution of the Company will occur upon the consent of the Member to dissolution of the Company. The exclusive means by which the Company may be dissolved are set forth in this Section 17. The Company will not be dissolved upon the death, retirement, resignation, expulsion, bankruptcy, or dissolution of the Member or upon the occurrence of any other event which terminates the continued membership of the Member in the Company.

18. Amendments. This Agreement may be amended only in writing. Any such amendment must be approved and executed by the Member.

19. Binding Effect; Benefits. This Agreement shall be binding upon and inure to the benefit of the Member and, to the extent permitted by this Agreement, its successors, legal representatives and assigns. No Person other than the Member shall be entitled to any benefits under the Agreement, except as otherwise expressly provided. Reference to any Person in this Agreement includes such Person's successors and permitted assigns.

20. Captions. Captions contained in this Agreement are inserted as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

21. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

22. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware, all rights and remedies being governed by said laws.

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IN WITNESS WHEREOF, the Member has executed this Agreement as of the date and year first above written.

DAVIS BROADCASTING OF CHARLOTE, INC.

By: /s/ Linda J. Eckard Vilardo

Name: LINDA J. ECKARD VILARDO
Title: VICE PRESIDENT

EXHIBIT 3.55

BY-LAWS

OF

RADIO ONE OF BOSTON, INC.

A DELAWARE CORPORATION

ARTICLE I

OFFICES

Section 1. Registered Office. The registered office of the corporation in the State of Delaware shall be located at 1013 Centre Road, Wilmington Delaware 19805, in the County of New Castle. The name of the corporation's registered agent at such address shall be Corporation Service Company. The registered office and/or registered agent of the corporation may be changed from time to time by action of the board of directors.

Section 2. Other Offices. The corporation may also have offices at such other places, both within and without the State of Delaware, as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF STOCKHOLDERS

Section 1. Place and Time of Meetings. An annual meeting of the stockholders shall be held each year for the purpose of electing directors and conducting such other proper business as may come before the meeting. The date, time and place of the annual meeting may be determined by resolution of the board of directors or as set by the president of the corporation.

Section 2. Special Meetings. Special meetings of stockholders may be called for any purpose (including, without limitation, the filling of board vacancies and newly created directorships), and may be held at such time and place, within or without the State of Delaware, as shall be stated in a notice of meeting or in a duly executed waiver of notice thereof. Such meetings may be called at any time by two or more members of the board of directors, the president or the holders of shares entitled to cast not less than a majority of the votes at the meeting or the holders of fifty percent (50%) of the outstanding shares of any series or class of the corporation's capital stock.

Section 3. Place of Meetings. The board of directors may designate any place, either within or without the State of Delaware, as the place of meeting for any annual meeting or for any special meeting called by the board of directors. If no designation is made, or if a special meeting is otherwise called, the place of meeting shall be the principal executive office of the corporation.

Section 4. Notice. Whenever stockholders are required or permitted to take action at a meeting, written or printed notice stating the place, date, time, and, in the case of special meetings, the purpose(s), of such meeting, shall be given to each stockholder entitled to vote at such meeting not less than 10 nor more than 60 days before the date of the meeting. All such notices shall be delivered, either personally or by mail, by or at the direction of the board of directors, the president or the secretary, and if mailed, such notice shall be deemed to be delivered when deposited in the United States mail, postage prepaid, addressed to the stockholder at his, her or its address as the same appears on the records of the corporation. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

Section 5, Stockholders List. The officer having charge of the stock ledger of the corporation shall make, at least 10 days before every meeting of the stockholders, a complete list of the stockholders entitled to vote at such meeting arranged in alphabetical order, showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least 10 days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

Section 6. Quorum. Except as otherwise provided by applicable law or by the corporation's certificate of incorporation, a majority of the outstanding shares of the corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of stockholders. If less than a majority of the outstanding shares are represented at a meeting, a majority of the shares so represented may adjourn the meeting from time to time in accordance with Section 7 of this Article, until a quorum shall be present or represented.

Section 7. Adjourned Meetings. When a meeting is adjourned to another time and place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting, at which the adjournment is taken. At the adjourned meeting the corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 8. Vote Required. When a quorum is present, the affirmative vote of the majority of shares present in person or represented by proxy at the meeting and entitled to vote on the subject matter shall be the act of the stockholders, unless the question is one upon which by express provisions of an applicable law or of the corporation's certificate of incorporation a different vote is required, in which case such express provision shall govern and control the decision of such question. Where a separate vote by class is required, the affirmative vote of the majority of shares of such class present in person or represented by proxy at the meeting shall be the act of such class, unless the question is one upon which by express provisions of an applicable law or of the corporation's certificate of incorporation a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 9. Voting Rights. Except as otherwise provided by the General Corporation Law of the State of Delaware or by the certificate of incorporation of the corporation or any amendments thereto, every stockholder shall at every meeting of the stockholders be entitled to one vote in person or by proxy for each share of common stock held by such stockholder.

Section 10. Proxies. Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person(s) to act for him, her or it by proxy. Every proxy must be signed by the stockholder granting the proxy or by his, her or its attorney-in-fact. No proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A proxy may be made irrevocable regardless of whether the interest with which it is coupled is an interest in the stock itself or an interest in the corporation generally.

Section 11. Action by Written Consent. Unless otherwise provided in the corporation's certificate of incorporation, any action required to be taken at any annual or special meeting of stockholders of the corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent(s) in writing, setting forth the action so taken and bearing the dates of signature of the stockholders who signed the consent(s), shall be signed by the holders of outstanding shares of stock having not less than a majority of the shares entitled to vote, or, if greater, not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the corporation by delivery to its registered office in the state of Delaware, or the corporation's principal place of business, or an officer or agent of the corporation having custody of the book(s) in which proceedings of meetings of the stockholders are recorded. Delivery made to the corporation's registered office shall be by hand or by certified or registered mail, return receipt requested, provided, however, that no consent(s) delivered by certified or registered mail shall be deemed delivered until such consent(s) are actually received at the registered office. All consents properly delivered in accordance with this section shall be deemed to be recorded when so delivered. No written consent shall be effective to take

the corporate action referred to therein unless, within sixty days of the earliest dated consent delivered to the corporation as required by this section, written consents signed by the holders of a sufficient number of shares to take such corporate action are so recorded. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing. Any action taken pursuant to such written consent(s) of the stockholders shall have the same force and effect as if taken by the stockholders at a meeting thereof.

ARTICLE III

DIRECTORS

Section 1. General Powers. The business and affairs of the corporation shall be managed by or under the direction of the board of directors.

Section 2. Number. Election and Term of Office. The number of directors which shall constitute the first board shall be five (5), which number may be increase or decreased from time to time by resolution of the board. The directors shall be elected by a plurality of the votes of the shares present in person or represented by proxy at the meeting and entitled to vote in the election of directors. The directors shall be elected in this manner at the annual meeting of the stockholders, except as provided in Section 4 of this Article III. Each director elected shall hold office until a successor is duly elected and qualified or until his or her earlier death, resignation or removal as hereinafter provided.

Section 3. Removal and Resignation. Any director or the entire board of directors may be removed at any time, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of directors. Whenever the holders of any class or series are entitled to elect one or more directors by the provisions of the corporation's certificate of incorporation, the provisions of this section shall apply, in respect to the removal without cause or a director or directors so elected, to the vote of the holders of the outstanding shares of that class or series and not to the vote of the outstanding shares as a whole. Any director may resign at any time upon written notice to the corporation.

Section 4. Vacancies. Except as otherwise provided by the certificate of incorporation of the corporation or any amendments thereto, vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority vote of the holders of the corporation's outstanding stock entitled to vote thereon. Each director so chosen shall hold office until a successor is duly elected and qualified or until his or her earlier death, resignation or removal as herein provided.

Section 5. Annual Meetings. The annual meeting of each newly elected board of directors shall be held without other notice than this by-law immediately after, and at the same place as, the annual meeting of stockholders.

Section 6. Other Meetings and Notice. Regular meetings, other than the annual meeting, of the board of directors may be held without notice at such time and at such

place as shall from time to time be determined by resolution of the board. Special meetings of the board of directors may be called by or at the request of the president or vice president on at least 24 hours notice to each director, either personally, by telephone, by mail, or by telegraph; in like manner and on like notice the president must call a special meeting on the written request of at least a majority of the directors.

Section 7. Quorum, Required Vote and Adjournment. A majority of the total number of directors shall constitute a quorum for the transaction of business. The vote of a majority of directors present at a meeting at which a quorum is present shall be the act of the board of directors. If a quorum shall not be present at any meeting of the board of directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 8. Committees. The board of directors may, by resolution passed by a majority of the whole board, designate one or more committees, each committee to consist of one or more of the directors of the corporation, which to the extent provided in such resolution or these by-laws shall have and may exercise the powers of the board of directors in the management and affairs of the corporation except as otherwise limited by law. The board of directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Such committee(s) shall have such name(s) as may be determined from time to time by resolution adopted by the board of directors. Each committee shall keep regular minutes of its meetings and report the same to the board of directors when required.

Section 9. Committee Rules. Each committee of the board of directors may fix its own rules of procedure and shall hold its meetings as provided by such rules, except as may otherwise be provided by a resolution of the board of directors designating such committee. Unless otherwise provided in such a resolution, the presence of at least a majority of the members of the committee shall be necessary to constitute a quorum. In the event that a member and that member's alternate, if alternates are designated by the board of directors as provided in Section 8 of this Article III, of such committee is or are absent or disqualified, the member(s) thereof present at any meeting and not disqualified from voting, whether or not such member(s) constitute a quorum, may unanimously appoint another member of the board of directors to act at the meeting in place of any such absent or disqualified member.

Section 10. Communications Equipment. Members of the board of directors or any committee thereof may participate in and act at any meeting of such board or committee through the use of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation in the meeting pursuant to this section shall constitute presence in person at the meeting.

Section 11. Waiver of Notice and Presumption of Assent. Any member of the board of directors or any committee thereof who is present at a meeting shall be conclusively presumed to have waived notice of such meeting except when such member attends for the express purpose of objecting at the beginning of the meeting to the

transaction of any business because the meeting is not lawfully called or convened. Such member shall be conclusively presumed to have assented to any action taken unless his or her dissent shall be entered in the minutes of the meeting or unless his or her written dissent to such action shall be filed with the person acting as the secretary of the meeting before the adjournment thereof or shall be forwarded by registered mail to the secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to any member who voted in favor of such action.

Section 12. Action by Written Consent. Unless otherwise restricted by the corporation's certificate of incorporation, any action required or permitted to be taken at any meeting of the board of directors, or of any committee thereof, may be taken without a meeting if all members of the board or committee, as the case may be, consent thereto in writing, and the writing(s) are filed with the minutes of proceedings of the board or committee.

ARTICLE IV

OFFICERS

Section 1. Number. The officers of the corporation shall be elected by the board of directors and shall consist of a chairman, if any is elected, a president, one or more vice presidents, a secretary, a treasurer, and such other officers and assistant officers as may be deemed necessary or desirable by the board of directors. Any number of offices may be held by the same person, except that no person may simultaneously hold the office of president and secretary. In its discretion, the board of directors may choose not to fill any office for any period as it may deem advisable.

Section 2. Election and Term of Office. The officers of the corporation shall be elected annually by the board of directors at its first meeting held after each annual meeting of stockholders or as soon thereafter as conveniently may be. The president shall appoint other officers to serve for such terms as he or she deems desirable. Vacancies may be filled or new offices created and filled at any meeting of the board of directors. Each officer shall hold office until a successor is duly elected and qualified or until his or her earlier death, resignation or removal as hereinafter provided.

Section 3. Removal. Any officer or agent elected by the board of directors may be removed by the board of directors whenever in its judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 4. Vacancies. Any vacancy occurring in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the board of directors for the unexpired portion of the term by the board of directors then in office.

Section 5. Compensation. Compensation of all officers shall be fixed by the board of directors, and no officer shall be prevented from receiving such compensation by virtue of his or her also being a director of the corporation.

Section 6. The Chairman of the Board. The Chairman of the Board, if one shall have been elected, shall be a member of the board, an officer of the corporation, and, if present, shall preside at each meeting of the board of directors or shareholders. He shall advise the president, and in the president's absence, other officers of the corporation, and shall perform such other duties as may from time to time be assigned to him by the board of directors.

Section 7. The President. The president shall be the chief executive officer of the corporation, In the absence of the Chairman of the Board or if a Chairman of the Board shall have not been elected, the president (i) shall preside at all meetings of the stockholders and board of directors at which he or she is present; (ii) subject to the powers of the board of directors, shall have genera! charge of the business, affairs and property of the corporation, and control over its officers, agents and employees; and (iii) shall see that all orders and resolutions of the board of directors are carried into effect. The president shall have such other powers and perform such other duties as may be prescribed by the board of directors or as may be provided in these by-laws.

Section 8. Vice-presidents. The vice-president, if any, or if there shall be more than one, the vice-presidents in the order determined by the board of directors shall, in the absence or disability of the president, act with all of the powers and be subject to all the restrictions of the president. The vice-presidents shall also perform such other duties and have such other powers as the board of directors, the president or these by-laws may, from time to time, prescribe.

Section 9. The Secretary and Assistant Secretaries. The secretary shall attend all meetings of the board of directors, all meetings of the committees thereof and all meetings of the stockholders and record all the proceedings of the meetings in a book(s) to be kept for that purpose. Under the president's supervision, the secretary (i) shall give, or cause to be given, all notices required to be given by these by-laws or by law; (ii) shall have such powers and perform such duties as the board of directors, the president or these by-laws may, from time to time, prescribe; and (iii) shall have custody of the corporate seal of the corporation. The secretary, or an assistant secretary, shall have authority to affix the corporate seal to any instrument requiring it and when so affixed, it may be attested by his or her signature or by the signature of such assistant secretary. The board of directors may give general authority to any other officer to affix the seal of the corporation and to attest the affixing by his or her signature. The assistant secretary, or if there be more than one, the assistant secretaries in the order determined by the board of directors, shall, in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary and shall perform such other duties and have such other powers as the board of directors, the president, or secretary may, from time to time, prescribe.

Section 10. The Treasurer and Assistant Treasurers. The treasurer (i) shall have the custody of the corporate funds and securities; (ii) shall keep full and accurate accounts

of receipts and disbursements in books belonging to the corporation; (iii) shall deposit all monies and other valuable effects in the name and to the credit of the corporation as may ' be ordered by the board of directors; (iv) shall cause the funds of the corporation to be disbursed when such disbursements have been duly authorized, taking proper vouchers for such disbursements; (v) shall render to the president and the board of directors, at its regular meeting or when the board of directors so requires, an account of the corporation; and (vi) shall have such powers and perform such duties as the board of directors, the president or these by-laws may, from time to time, prescribe. If required by the board of directors, the treasurer shall give the corporation a bond (which shall be rendered every six years) in such sums and with such surety or sureties as shall be satisfactory to the board of directors for the faithful performance of the duties of the office of treasurer and for the restoration to the corporation, in case of death, resignation, retirement, or removal from office, of all books, papers, vouchers, money, and other property of whatever kind in the possession or under the control of the treasurer belonging to the corporation. The assistant treasurer, or if there shall be more than one, the assistant treasurers in the order determined by the board of directors, shall in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer. The assistant treasurers shall perform such other duties and have such other powers as the board of directors, the president or treasurer may, from time to time, prescribe.

Section 1.1. Other Officers. Assistant Officers and Agents. Officers, assistant officers and agents, if any, other than those whose duties are provided for in these by-laws, shall have such authority and perform such duties as may from time to time be prescribed by resolution of the board of directors.

Section 1.2. Absence or Disability of Officers. In the case of the absence or disability of any officer of the corporation and of any person hereby authorized to act in such officer's place during such officer's absence or disability, the board of directors may by resolution delegate the powers and duties of such officer to any other officer or to any director, or to any other person whom it may select.

ARTICLE V

CERTIFICATES OF STOCK

Section 1. Form. Every holder of stock in the corporation shall be entitled to have a certificate, signed by, or in the name of the corporation by (i) the chairman of the board, the president or a vice-president and (ii) the secretary or an assistant secretary of the corporation, certifying the number of shares owned by such holder in the corporation. If such a certificate is countersigned (1) by a transfer agent or an assistant transfer agent other than the corporation or its employee or (2) by a registrar, other than the corporation or its employee, the signature of any such chairman of the board, president, vice-president, secretary, or assistant secretary may be facsimiles. In case any officer(s) who have signed, or whose facsimile signature(s) have been used on, any such certificate(s) shall cease to be such officer(s) of the corporation whether because of death, resignation or otherwise before such certificate(s) have been delivered by the corporation, such certificate(s) may nevertheless be issued and delivered as though the person or persons who

signed such certificate(s) or whose facsimile signature(s) have been used thereon had not ceased to be such officer(s) of the corporation. All certificates for shares shall be consecutively numbered or otherwise identified. The name of the person to whom the shares represented thereby are issued, with the number of shares and date of issue, shall be entered on the books of the corporation. Shares of stock of the corporation shall only be transferred on the books of the corporation by the holder of record thereof or by such holder's attorney duly authorized in writing, upon surrender to the corporation of the certificate(s) for such shares endorsed by the appropriate person(s), with such evidence of the authenticity of such endorsement, transfer, authorization, and other matters as the corporation may reasonably require, and accompanied by all necessary stock transfer stamps. In that event, it shall be the duty of the corporation to issue a new certificate to the person entitled thereto, cancel the old certificate(s), and record the transaction on its books. The board of directors may appoint a bank or trust company organized under the laws of the United States or any state thereof to act as its transfer agent or registrar, or both in connection with the transfer of any class or series of securities of the corporation.

Section 2. Lost Certificates. The board of directors may direct a new certificate(s) to be issued in place of any certificate(s) previously issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen, or destroyed. When authorizing such issue of a new certificate(s), the board of directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen, or destroyed certificate(s), or his or her legal representative, to give the corporation a bond sufficient to indemnify the corporation against any claim that may be made against the corporation on account of the loss, theft or destruction of any such certificate or the issuance of such new certificate.

Section 3. Fixing a Record Date for Stockholder Meetings. In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, the board of directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the board of directors, and which record date shall not be more than sixty nor less than ten days before the date of such meeting. If no record date is fixed by the board of directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be the close of business on the day immediately preceding the day on which notice is given, or if notice is waived, at the close of business on the day immediately preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the board of directors may fix a new record date for the adjourned meeting.

Section 4. Fixing a Record Date for Action by Written Consent. In order that the corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting, the board of directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the board of directors, and which date shall not be more than ten days after the date upon which the resolution fixing the record date is adopted by the board of directors. If no record

date has been fixed by the board of directors, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the board of directors is required by statute, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the corporation by delivery to its registered office in the State of Delaware, its principal place of business, or an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. If no record date has been fixed by the board of directors and prior action by the board of directors is required by statute, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting shall be at the close of business on the day on which the board of directors adopts the resolution taking such prior action.

Section 5. Fixing a Record Date for Other Purposes. in order that the corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment or any rights of the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purposes of any other lawful action, the board of directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than sixty days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the board of directors adopts the resolution relating thereto.

Section 6. Registered Stockholders. Prior to the surrender to the corporation of the certificate(s) for a share(s) of stock with a request to record the transfer of such share(s), the corporation may treat the registered owner as the person entitled to receive dividends, to vote, to receive notifications, and otherwise to exercise all the rights and powers of an owner. The corporation shall not be bound to recognize any equitable or other claim to or interest in such share(s) on the part of any other person, whether or not it shall have express or other notice thereof.

Section 7. Subscriptions for Stock. Unless otherwise provided for in the subscription agreement, subscriptions for shares shall be paid in full at such time, or in such installments and at such times, as shall be determined by the board of directors. Any call made by the board of directors for payment on subscriptions shall be uniform as to all shares of the same class or as to all shares of the same series. In case of default in the payment of any installment or call when such payment is due, the corporation may proceed to collect the amount due in the same manner as any debt due the corporation.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the corporation, subject to the provisions of the certificate of incorporation, if any, may be declared by the board of directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the certificate of incorporation. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum(s) as the directors from time to time, in their absolute discretion, think proper as a reserve(s) to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or any other purpose and the directors may modify or abolish any such reserve in the manner in which it was created.

Section 2. Checks, Drafts or Orders. All checks, drafts, or other orders for the payment of money by or to the corporation and all notes and other evidences of indebtedness issued in the name of the corporation shall be signed by such officer(s), agent(s) of the corporation, and in such manner, as shall be determined by resolution of the board of directors or a duly authorized committee thereof.

Section 3. Contracts. The board of directors may authorize any officer(s), or any agent(s), of the corporation to enter into any contract or to execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

Section 4. Loans. The corporation may lend money to, or guarantee any obligation of, or otherwise assist any officer or other employee of the corporation or of its subsidiary, including any officer or employee who is a director of the corporation or its subsidiary, whenever, in the judgment of the directors, such loan, guaranty or assistance may reasonably be expected to benefit the corporation. The loan, guaranty or other assistance may be with or without interest, and may be unsecured, or secured in such manner as the board of directors shall approve, including, without limitation, a pledge of shares of stock of the corporation. Nothing in this section contained shall be deemed to deny, limit or restrict the powers of guaranty or warranty of the corporation at common law or under any statute.

Section 5. Fiscal Year. The fiscal year of the corporation shall be fixed by resolution of the board of directors.

Section 6. Corporate Seal. The board of directors shall provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the corporation and the words "Corporate Seal, Delaware." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 7. Voting Securities Owned By Corporation. Voting securities in any other corporation held by the corporation shall be voted by the president, unless the board of

directors specifically confers authority to vote with respect thereto, which authority may be general or confined to specific instances, upon some other person or officer. Any person authorized to vote securities shall have the power to appoint proxies, with general power of substitution.

Section 8. Inspection of Books and Records. Any stockholder of record, in person or by attorney or other agent, shall, upon written demand under oath stating the purpose thereof, have the right during the usual hours for business to inspect for any proper purpose the corporation's stock ledger, a list of its stockholders, and its other books and records, and to make copies or extracts therefrom. A proper purpose shall mean any purpose reasonably related to such person's interest as a stockholder. In every instance where an attorney or other agent shall be the person who seeks the right to inspection, the demand under oath shall be accompanied by a power of attorney or such other writing which authorizes the attorney or other agent to so act on behalf of the stockholder. The demand under oath shall be directed to the corporation at its registered office in the State of Delaware or at its principal place of business.

Section 9. Section Headings. Section headings in these by-laws are for convenience of reference only and shall not be given any substantive effect in limiting or otherwise construing any provision herein.

Section 10. inconsistent Provisions. In the event that any provision of these by-laws is or becomes inconsistent with any provision of the corporation's certificate of incorporation, the General Corporation Law of the State of Delaware or any other applicable law, such provision of these by-laws shall not be given any effect to the extent of such inconsistency but shall otherwise be given full force and effect.

ARTICLE VII

AMENDMENTS

These by-laws may be amended, altered, or repealed and new by-laws adopted at any meeting of the board of directors by a majority vote. The fact that the power to adopt, amend, alter, or repeal the by-laws has been conferred upon the board of directors shall not divest the stockholders of the same powers.

EXHIBIT 3.56

LIMITED LIABILITY COMPANY AGREEMENT
OF
RADIO ONE OF BOSTON LICENSES, LLC

This Limited Liability Company Agreement (the "Agreement") of Radio One of Boston Licenses, LLC, a Delaware limited liability company (the "Company"), is made as of December 31, 2001, by Radio One of Boston, Inc., a Delaware corporation (the "Member").

In consideration of the agreements and obligations set forth herein and intending to be legally bound, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member hereby agrees as follows:

1. Formation. The Company was formed on December 31, 2001 by filing a Certificate of Formation with the Delaware Secretary of State pursuant to the Delaware Limited Liability Company Act (the "Delaware Act") and on behalf of the Member.

2. Name. The name of the Company is "Radio One of Boston Licenses, LLC" and all Company business shall be conducted under such name.

3. Purpose. The Company is formed for the purpose of engaging in any lawful act or activity for which limited liability companies may be formed under Delaware law and engaging in any and all activities necessary, convenient, desirable or incidental to the foregoing.

4. Principal Place of Business. The principal place of business of the Company shall be at c/o 5900 Princess Garden Parkway, 8th Floor, Lanham, MD 20706.

5. Member. The name and mailing address of the Member is as follows:

Name	Address
Radio One of Boston, Inc.	5900 Princess Garden Parkway 8th Floor Lanham, MD 20706

6. Registered Agent and Office. The street address of the initial registered office of the Company shall be: 2711 Centerville Road, Suite 400, Wilmington, DE 19808. The name of the Company's registered agent at such address is: Corporation Service Company. At any time, the Member may designate a different registered agent and/or registered office.

7. Powers. The Company shall have the power and authority to take any and all actions necessary, appropriate, proper, advisable, incidental or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by the members of limited liability companies under Delaware law.

8. Management of the Company. The business affairs of the company shall be managed by the Member in accordance with Section 18-402 of the Delaware Act. Management of the Company shall be vested in the Member. The Member shall have sole and complete discretion in determining whether to issue Units, the number of Units to be issued at any particular time, the purchase price for any Units issued, and all other terms and conditions governing any Units or the issuance thereof. The Member may appoint a President, one or more Vice Presidents, a Treasurer, a Secretary and/or one or more other officers as it deems necessary, desirable or appropriate, with such authority and upon such terms and conditions as the Member deems appropriate or, in the absence of such determination by the Member, as are appropriate to an officer with a similar title of a Delaware corporation. Any such officer shall serve at the pleasure of the Member and may be removed, with or without cause, by the Member.

9. Relationship Between the Member and the Company.

(a) The Member, its Affiliates (hereinafter defined), and the directors, officers and employees of the Member and its Affiliates may enter into agreements with the Company providing for the performance of services for the Company, and the receipt of such compensation as the Company may agree to pay.

(b) The Member, Manager (as defined in the Delaware Act) or officers of the Company shall not be liable or accountable in damages or otherwise to the Company or the Member for any act or omission done or omitted by him, her or it in good faith, unless such act or omission constitutes gross negligence or willful misconduct on the part of the Member, Manager or officer of the Company. The Company is expressly permitted in the normal course of its business to enter into transactions with any or all Managers, Members or officers or with any Affiliates of any such Manager, Member or officer.

(c) All expenses incurred with respect to the organization, operation and management of the Company shall be borne by the Company. The Member shall be entitled to reimbursement from the Company for direct expenses allocable to the organization, operation and management of the Company.

(d) "Affiliate" shall mean any Person (hereinafter defined) directly or indirectly controlling, controlled by or under common control with the Person in question; and, if the Person in question is not an individual, any executive officer or director of the Person in question or of any Person directly or indirectly controlling the Person in question. As used in this definition of "Affiliate," the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. "Person" shall mean any individual, corporation, association, partnership, limited liability company, joint venture, trust, estate or other entity or organization.

10. Indemnity, In accordance with Section 18-108 of the Delaware Act, the Company shall indemnify and hold harmless any Member, Manager, officer of the Company and Affiliate thereof (individually, in each case, an "Indemnitee") to the fullest extent permitted by law against

any loss, liability, damage, judgment, demand, claim, cost or expense incurred by or asserted against the Indemnitee (including, without limitation, reasonable attorney's fees and disbursements incurred in the defense thereof) arising out any act or omission of the Indemnitee in connection with the Company.

11. Allocation of Profits and Losses. The Company's profits and losses, and all items allocable for tax purposes, shall be allocated to the Member.

12. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts as determined by the Member.

13. Assignments. The Member may assign in whole or in part its limited liability interest in the Company in accordance with the Delaware Act.

14. Admission of Additional Members. One or more additional members may be admitted to the Company with the consent of the Member upon such terms and conditions as the Member, in its discretion, shall approve. In the event of the admission of any new Member or Members, the Member and such additional Member or Members shall execute an appropriate amendment to this Agreement reflecting such terms and conditions and such other matters which the Member deems appropriate or upon which the Member and such additional Member or Members shall agree.

15. Resignation of Member. The Member may resign from the Company in accordance with the Delaware Act.

16. Liability of Member. Except as otherwise required in the Delaware Act, the debts, obligations, and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, the Member shall not be obligated for any such debt, obligation or liability of the Company solely by reason of being a Member or participating in the management of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under the Delaware Act or this Agreement shall not be grounds for imposing liability on the Member for liabilities of the Company.

17. Dissolution. Dissolution of the Company will occur upon the consent of the Member to dissolution of the Company. The exclusive means by which the Company may be dissolved are set forth in this Section 17. The Company will not be dissolved upon the death, retirement, resignation, expulsion, bankruptcy, or dissolution of the Member or upon the occurrence of any other event which terminates the continued membership of the Member in the Company.

18. Amendments. This Agreement may be amended only in writing. Any such amendment must be approved and executed by the Member.

19. Binding Effect; Benefits. This Agreement shall be binding upon and inure to the benefit of the Member and, to the extent permitted by this Agreement, its successors, legal representatives and assigns. No Person other than the Member shall be entitled to any benefits under the Agreement, except as otherwise expressly provided. Reference to any Person in this Agreement includes such Person's successors and permitted assigns.

20. Captions. Captions contained in this Agreement are inserted as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

21. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

22. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware, all rights and remedies being governed by said laws.

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IN WITNESS WHEREOF, the Member has executed this Agreement as of the date and year first above written.

RADIO ONE OF BOSTON, INC.

By: /s/ Linda J. Eckard Vilardo

Name: LINDA J. ECKARD VILARDO
Title: Vice President

EXHIBIT 3.57

BY-LAWS

OF

BLUE CHIP MERGER SUBSIDIARY, INC.

A DELAWARE CORPORATION

ARTICLE I

OFFICES

Section 1. Registered Office. The registered office of the corporation in the State of Delaware shall be located at 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, in the County of New Castle. The name of the corporation's registered agent at such address shall be Corporation Service Company. The registered office and/or registered agent of the corporation may be changed from time to time by action of the board of directors.

Section 2. Other Offices. The corporation may also have offices at such other places, both within and without the State of Delaware, as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF STOCKHOLDERS

Section 1. Place and Time of Meetings. An annual meeting of the stockholders shall be held each year for the purpose of electing directors and conducting such other proper business as may come before the meeting. The date, time and place of the annual meeting may be determined by resolution of the board of directors or as set by the president of the corporation.

Section 2. Special Meetings. Special meetings of stockholders may be called for any purpose (including, without limitation, the filling of board vacancies and newly created directorships), and may be held at such time and place, within or without the State of Delaware, as shall be stated in a notice of meeting or in a duly executed waiver of notice thereof. Such meetings may be called at any time by two or more members of the board of directors, the president or the holders of shares entitled to cast not less than a majority of the votes at the meeting or the holders of fifty percent (50%) of the outstanding shares of any series or class of the corporation's capital stock.

Section 3. Place of Meetings. The board of directors may designate any place, either within or without the State of Delaware, as the place of meeting for any annual meeting or for any special meeting called by the board of directors. If no designation is made, or if a special meeting is otherwise called, the place of meeting shall be the principal executive office of the corporation.

Section 4. Notice. Whenever stockholders are required or permitted to take action at a meeting, written or printed notice stating the place, date, time, and, in the case of special meetings, the purpose(s), of such meeting, shall be given to each stockholder entitled to vote at such meeting not less than 10 nor more than 60 days before the date of the meeting. All such notices shall be delivered, either personally or by mail, by or at the direction of the board of directors, the president or the secretary, and if mailed, such notice shall be deemed to be delivered when deposited in the United States mail, postage prepaid, addressed to the stockholder at his, her or its address as the same appears on the records of the corporation. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

Section 5. Stockholders List. The officer having charge of the stock ledger of the corporation shall make, at least 10 days before every meeting of the stockholders, a complete list of the stockholders entitled to vote at such meeting arranged in alphabetical order, showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least 10 days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

Section 6. Quorum. Except as otherwise provided by applicable law or by the corporation's certificate of incorporation, a majority of the outstanding shares of the corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of stockholders. If less than a majority of the outstanding shares are represented at a meeting, a majority of the shares so represented may adjourn the meeting from time to time in accordance with Section 7 of this Article, until a quorum shall be present or represented.

Section 7. Adjourned Meetings. When a meeting is adjourned to another time and place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting, at which the adjournment is taken. At the adjourned meeting the corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 8. Vote Required. When a quorum is present, the affirmative vote of the majority of shares present in person or represented by proxy at the meeting and entitled to vote on the subject matter shall be the act of the stockholders, unless the question is one upon which by express provisions of an applicable law or of the corporation's certificate of incorporation a different vote is required, in which case such express provision shall govern and control the decision of such question. Where a separate vote by class is required, the affirmative vote of the majority of shares of such class present in person or represented by proxy at the meeting shall be the act of such class, unless the question is one upon which by express provisions of an applicable law or of the corporation's certificate of incorporation a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 9. Voting Rights. Except as otherwise provided by the General Corporation Law of the State of Delaware or by the certificate of incorporation of the corporation or any amendments thereto, every stockholder shall at every meeting of the stockholders be entitled to one vote in person or by proxy for each share of common stock held by such stockholder.

Section 10. Proxies. Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person(s) to act for him, her or it by proxy. Every proxy must be signed by the stockholder granting the proxy or by his, her or its attorney-in-fact. No proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A proxy may be made irrevocable regardless of whether the interest with which it is coupled is an interest in the stock itself or an interest in the corporation generally.

Section 11. Action by Written Consent. Unless otherwise provided in the corporation's certificate of incorporation, any action required to be taken at any annual or special meeting of stockholders of the corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent(s) in writing, setting forth the action so taken and bearing the dates of signature of the stockholders who signed the consent(s), shall be signed by the holders of outstanding shares of stock having not less than a majority of the shares entitled to vote, or, if greater, not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the corporation by delivery to its registered office in the state of Delaware, or the corporation's principal place of business, or an officer or agent of the corporation having custody of the book(s) in which proceedings of meetings of the stockholders are recorded. Delivery made to the corporation's registered office shall be by hand or by certified or registered mail, return receipt requested, provided, however, that no consent(s) delivered by certified or registered mail shall be deemed delivered until such consent(s) are actually received at the registered office. All consents properly delivered in accordance with this section shall be deemed to be recorded when so delivered. No written consent shall be effective to take

the corporate action referred to therein unless, within sixty days of the earliest dated consent delivered to the corporation as required by this section, written consents signed by the holders of a sufficient number of shares to take such corporate action are so recorded. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing. Any action taken pursuant to such written consent(s) of the stockholders shall have the same force and effect as if taken by the stockholders at a meeting thereof.

ARTICLE III

DIRECTORS

Section 1. General Powers. The business and affairs of the corporation shall be managed by or under the direction of the board of directors,

Section 2. Number. Election and Term of Office. The number of directors which shall constitute the first board shall be five (5), which number may be increase or decreased from time to time by resolution of the board. The directors shall be elected by a plurality of the votes of the shares present in person or represented by proxy at the meeting and entitled to vote in the election of directors. The directors shall be elected in this manner at the annual meeting of the stockholders, except as provided in Section 4 of this Article III. Each director elected shall hold office until a successor is duly elected and qualified or until his or her earlier death, resignation or removal as hereinafter provided.

Section 3. Removal and Resignation. Any director or the entire board of directors may be removed at any time, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of directors. Whenever the holders of any class or series are entitled to elect one or more directors by the provisions of the corporation's certificate of incorporation, the provisions of this section shall apply, in respect to the removal without cause or a director or directors so elected, to the vote of the holders of the outstanding shares of that class or series and not to the vote of the outstanding shares as a whole. Any director may resign at any time upon written notice to the corporation.

Section 4. Vacancies. Except as otherwise provided by the certificate of incorporation of the corporation or any amendments thereto, vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority vote of the holders of the corporation's outstanding stock entitled to vote thereon. Each director so chosen shall hold office until a successor is duly elected and qualified or until his or her earlier death, resignation or removal as herein provided.

Section 5. Annual Meetings. The annual meeting of each newly elected board of directors shall be held without other notice than this by-law immediately after, and at the same place as, the annual meeting of stockholders.

Section 6. Other Meetings and Notice. Regular meetings, other than the annual meeting, of the board of directors may be held without notice at such time and at such

place as shall from time to time be determined by resolution of the board. Special meetings of the board of directors may be called by or at the request of the president or vice president on at least 24 hours notice to each director, either personally, by telephone, by mail, or by telegraph; in like manner and on like notice the president must call a special meeting on the written request of at least a majority of the directors.

Section 7. Quorum. Required Vote and Adjournment. A majority of the total number of directors shall constitute a quorum for the transaction of business. The vote of a majority of directors present at a meeting at which a quorum is present shall be the act of the board of directors. If a quorum shall not be present at any meeting of the board of directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 8. Committees. The board of directors may, by resolution passed by a majority of the whole board, designate one or more committees, each committee to consist of one or more of the directors of the corporation, which to the extent provided in such resolution or these by-laws shall have and may exercise the powers of the board of directors in the management and affairs of the corporation except as otherwise limited by law. The board of directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Such committee(s) shall have such name(s) as may be determined from time to time by resolution adopted by the board of directors. Each committee shall keep regular minutes of its meetings and report the same to the board of directors when required.

Section 9. Committee Rules. Each committee of the board of directors may fix its own rules of procedure and shall hold its meetings as provided by such rules, except as may otherwise be provided by a resolution of the board of directors designating such committee. Unless otherwise provided in such a resolution, the presence of at least a majority of the members of the committee shall be necessary to constitute a quorum. In the event that a member and that member's alternate, if alternates are designated by the board of directors as provided in Section 8 of this Article III, of such committee is or are absent or disqualified, the member(s) thereof present at any meeting and not disqualified from voting, whether or not such member(s) constitute a quorum, may unanimously appoint another member of the board of directors to act at the meeting in place of any such absent or disqualified member.

Section 10. Communications Equipment. Members of the board of directors or any committee thereof may participate in and act at any meeting of such board or committee through the use of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation in the meeting pursuant to this section shall constitute presence in person at the meeting.

Section 1.1. Waiver of Notice and Presumption of Assent. Any member of the board of directors or any committee thereof who is present at a meeting shall be conclusively presumed to have waived notice of such meeting except when such member attends for the express purpose of objecting at the beginning of the meeting to the

transaction of any business because the meeting is not lawfully called or convened. Such member shall be conclusively presumed to have assented to any action taken unless his or her dissent shall be entered in the minutes of the meeting or unless his or her written dissent to such action shall be filed with the person acting as the secretary of the meeting before the adjournment thereof or shall be forwarded by registered mail to the secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to any member who voted in favor of such action.

Section 12. Action by Written Consent. Unless otherwise restricted by the corporation's certificate of incorporation, any action required or permitted to be taken at any meeting of the board of directors, or of any committee thereof, may be taken without a meeting if all members of the board or committee, as the case may be, consent thereto in writing, and the writing(s) are filed with the minutes of proceedings of the board or committee.

ARTICLE IV

OFFICERS

Section 1. Number. The officers of the corporation shall be elected by the board of directors and shall consist of a chairman, if any is elected, a president, one or more vice presidents, a secretary, a treasurer, and such other officers and assistant officers as may be deemed necessary or desirable by the board of directors. Any number of offices may be held by the same person, except that no person may simultaneously hold the office of president and secretary. In its discretion, the board of directors may choose not to fill any office for any period as it may deem advisable.

Section 2. Election and Term of Office. The officers of the corporation shall be elected annually by the board of directors at its first meeting held after each annual meeting of stockholders or as soon thereafter as conveniently may be. The president shall appoint other officers to serve for such terms as he or she deems desirable. Vacancies may be filled or new offices created and filled at any meeting of the board of directors. Each officer shall hold office until a successor is duly elected and qualified or until his or her earlier death, resignation or removal as hereinafter provided.

Section 3. Removal. Any officer or agent elected by the board of directors may be removed by the board of directors whenever in its judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 4. Vacancies. Any vacancy occurring in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the board of directors for the unexpired portion of the term by the board of directors then in office.

Section 5. Compensation. Compensation of all officers shall be fixed by the board of directors, and no officer shall be prevented from receiving such compensation by virtue of his or her also being a director of the corporation.

Section 6. The Chairman of the Board. The Chairman of the Board, if one shall have been elected, shall be a member of the board, an officer of the corporation, and, if present, shall preside at each meeting of the board of directors or shareholders. He shall advise the president, and in the president's absence, other officers of the corporation, and shall perform such other duties as may from time to time be assigned to him by the board of directors.

Section 7. The President. The president shall be the chief executive officer of the corporation. In the absence of the Chairman of the Board or if a Chairman of the Board shall have not been elected, the president (i) shall preside at all meetings of the stockholders and board of directors at which he or she is present; (ii) subject to the powers of the board of directors, shall have general charge of the business, affairs and property of the corporation, and control over its officers, agents and employees; and (iii) shall see that all orders and resolutions of the board of directors are carried into effect. The president shall have such other powers and perform such other duties as may be prescribed by the board of directors or as may be provided in these by-laws.

Section 8. Vice-presidents. The vice-president, if any, or if there shall be more than one, the vice-presidents in the order determined by the board of directors shall, in the absence or disability of the president, act with all of the powers and be subject to all the restrictions of the president. The vice-presidents shall also perform such other duties and have such other powers as the board of directors, the president or these by-laws may, from time to time, prescribe.

Section 9. The Secretary and Assistant Secretaries. The secretary shall attend all meetings of the board of directors, all meetings of the committees thereof and all meetings of the stockholders and record all the proceedings of the meetings in a book(s) to be kept for that purpose. Under the president's supervision, the secretary (i) shall give, or cause to be given, all notices required to be given by these by-laws or by law; (ii) shall have such powers and perform such duties as the board of directors, the president or these by-laws may, from time to time, prescribe; and (iii) shall have custody of the corporate seal of the corporation. The secretary, or an assistant secretary, shall have authority to affix the corporate seal to any instrument requiring it and when so affixed, it may be attested by his or her signature or by the signature of such assistant secretary. The board of directors may give general authority to any other officer to affix the seal of the corporation and to attest the affixing by his or her signature. The assistant secretary, or if there be more than one, the assistant secretaries in the order determined by the board of directors, shall, in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary and shall perform such other duties and have such other powers as the board of directors, the president, or secretary may, from time to time, prescribe.

Section 10. The Treasurer and Assistant Treasurers. The treasurer (i) shall have the custody of the corporate funds and securities; (ii) shall keep full and accurate accounts

of receipts and disbursements in books belonging to the corporation; (iii) shall deposit all monies and other valuable effects in the name and to the credit of the corporation as may be ordered by the board of directors; (iv) shall cause the funds of the corporation to be disbursed when such disbursements have been duly authorized, taking proper vouchers for such disbursements; (v) shall render to the president and the board of directors, at its regular meeting or when the board of directors so requires, an account of the corporation; and (vi) shall have such powers and perform such duties as the board of directors, the president or these by-laws may, from time to time, prescribe. If required by the board of directors, the treasurer shall give the corporation a bond (which shall be rendered every six years) in such sums and with such surety or sureties as shall be satisfactory to the board of directors for the faithful performance of the duties of the office of treasurer and for the restoration to the corporation, in case of death, resignation, retirement, or removal from office, of all books, papers, vouchers, money, and other property of whatever kind in the possession or under the control of the treasurer belonging to the corporation. The assistant treasurer, or if there shall be more than one, the assistant treasurers in the order determined by the board of directors, shall in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer. The assistant treasurers shall perform such other duties and have such other powers as the board of directors, the president or treasurer may, from time to time, prescribe.

Section 11. Other Officers, Assistant Officers and Agents. Officers, assistant officers and agents, if any, other than those whose duties are provided for in these by-laws, shall have such authority and perform such duties as may from time to time be prescribed by resolution of the board of directors.

Section 12. Absence or Disability of Officers. In the case of the absence or disability of any officer of the corporation and of any person hereby authorized to act in such officer's place during such officer's absence or disability, the board of directors may by resolution delegate the powers and duties of such officer to any other officer or to any director, or to any other person whom it may select.

ARTICLE V

CERTIFICATES OF STOCK

Section 1. Form. Every holder of stock in the corporation shall be entitled to have a certificate, signed by, or in the name of the corporation by (i) the chairman of the board, the president or a vice-president and (ii) the secretary or an assistant secretary of the corporation, certifying the number of shares owned by such holder in the corporation. If such a certificate is countersigned (1) by a transfer agent or an assistant transfer agent other than the corporation or its employee or (2) by a registrar, other than the corporation or its employee, the signature of any such chairman of the board, president, vice-president, secretary, or assistant secretary may be facsimiles. In case any officer(s) who have signed, or whose facsimile signature(s) have been used on, any such certificate(s) shall cease to be such officer(s) of the corporation whether because of death, resignation or otherwise before such certificate(s) have been delivered by the corporation, such certificate(s) may nevertheless be issued and delivered as though the person or persons who

signed such certificate(s) or whose facsimile signature(s) have been used thereon had not ceased to be such officer(s) of the corporation. All certificates for shares shall be consecutively numbered or otherwise identified. The name of the person to whom the shares represented thereby are issued, with the number of shares and date of issue, shall be entered on the books of the corporation. Shares of stock of the corporation shall only be transferred on the books of the corporation by the holder of record thereof or by such holder's attorney duly authorized in writing, upon surrender to the corporation of the certificate(s) for such shares endorsed by the appropriate person(s), with such evidence of the authenticity of such endorsement, transfer, authorization, and other matters as the corporation may reasonably require, and accompanied by all necessary stock transfer stamps. In that event, it shall be the duty of the corporation to issue a new certificate to the person entitled thereto, cancel the old certificate(s), and record the transaction on its books. The board of directors may appoint a bank or trust company organized under the laws of the United States or any state thereof to act as its transfer agent or registrar, or both in connection with the transfer of any class or series of securities of the corporation.

Section 2. Lost Certificates. The board of directors may direct a new certificate(s) to be issued in place of any certificate(s) previously issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen, or destroyed. When authorizing such issue of a new certificate(s), the board of directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen, or destroyed certificate(s), or his or her legal representative, to give the corporation a bond sufficient to indemnify the corporation against any claim that may be made against the corporation on account of the loss, theft or destruction of any such certificate or the issuance of such new certificate.

Section 3. Fixing a Record Date for Stockholder Meetings. In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, the board of directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the board of directors, and which record date shall not be more than sixty nor less than ten days before the date of such meeting. If no record date is fixed by the board of directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be the close of business on the day immediately preceding the day on which notice is given, or if notice is waived, at the close of business on the day immediately preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the board of directors may fix a new record date for the adjourned meeting.

Section 4. Fixing a Record Date for Action by Written Consent. In order that the corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting, the board of directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the board of directors, and which date shall not be more than ten days after the date upon which the resolution fixing the record date is adopted by the board of directors. If no record

date has been fixed by the board of directors, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the board of directors is required by statute, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the corporation by delivery to its registered office in the State of Delaware, its principal place of business, or an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. If no record date has been fixed by the board of directors and prior action by the board of directors is required by statute, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting shall be at the close of business on the day on which the board of directors adopts the resolution taking such prior action.

Section 5. Fixing a Record Date for Other Purposes. In order that the corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment or any rights of the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purposes of any other lawful action, the board of directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than sixty days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the board of directors adopts the resolution relating thereto.

Section 6. Registered Stockholders. Prior to the surrender to the corporation of the certificate(s) for a share(s) of stock with a request to record the transfer of such share(s), the corporation may treat the registered owner as the person entitled to receive dividends, to vote, to receive notifications, and otherwise to exercise all the rights and powers of an owner. The corporation shall not be bound to recognize any equitable or other claim to or interest in such share(s) on the part of any other person, whether or not it shall have express or other notice thereof.

Section 7. Subscriptions for Stock. Unless otherwise provided for in the subscription agreement, subscriptions for shares shall be paid in full at such time, or in such installments and at such times, as shall be determined by the board of directors. Any call made by the board of directors for payment on subscriptions shall be uniform as to all shares of the same class or as to all shares of the same series. In case of default in the payment of any installment or call when such payment is due, the corporation may proceed to collect the amount due in the same manner as any debt due the corporation.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the corporation, subject to the provisions of the certificate of incorporation, if any, may be declared by the board of directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the certificate of incorporation. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum(s) as the directors from time to time, in their absolute discretion, think proper as a reserve(s) to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or any other purpose and the directors may modify or abolish any such reserve in the manner in which it was created.

Section 2. Checks, Drafts or Orders. All checks, drafts, or other orders for the payment of money by or to the corporation and all notes and other evidences of indebtedness issued in the name of the corporation shall be signed by such officer(s), agent(s) of the corporation, and in such manner, as shall be determined by resolution of the board of directors or a duly authorized committee thereof.

Section 3. Contracts. The board of directors may authorize any officer(s), or any agent(s), of the corporation to enter into any contract or to execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

Section 4. Loans. The corporation may lend money to, or guarantee any obligation of, or otherwise assist any officer or other employee of the corporation or of its subsidiary, including any officer or employee who is a director of the corporation or its subsidiary, whenever, in the judgment of the directors, such loan, guaranty or assistance may reasonably be expected to benefit the corporation. The loan, guaranty or other assistance may be with or without interest, and may be unsecured, or secured in such manner as the board of directors shall approve, including, without limitation, a pledge of shares of stock of the corporation. Nothing in this section contained shall be deemed to deny, limit or restrict the powers of guaranty or warranty of the corporation at common law or under any statute.

Section 5. Fiscal Year. The fiscal year of the corporation shall be fixed by resolution of the board of directors.

Section 6. Corporate Seal. The board of directors shall provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the corporation and the words "Corporate Seal, Delaware." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 7. Voting Securities Owned By Corporation. Voting securities in any other corporation held by the corporation shall be voted by the president, unless the board of

directors specifically confers authority to vote with respect thereto, which authority may be general or confined to specific instances, upon some other person or officer. Any person authorized to vote securities shall have the power to appoint proxies, with general power of substitution.

Section 8. Inspection of Books and Records. Any stockholder of record, in person or by attorney or other agent, shall, upon written demand under oath stating the purpose thereof, have the right during the usual hours for business to inspect for any proper purpose the corporation's stock ledger, a list of its stockholders, and its other books and records, and to make copies or extracts therefrom. A proper purpose shall mean any purpose reasonably related to such person's interest as a stockholder. In every instance where an attorney or other agent shall be the person who seeks the right to inspection, the demand under oath shall be accompanied by a power of attorney or such other writing which authorizes the attorney or other agent to so act on behalf of the stockholder. The demand under oath shall be directed to the corporation at its registered office in the State of Delaware or at its principal place of business.

Section 9. Section Headings. Section headings in these by-laws are for convenience of reference only and shall not be given any substantive effect in limiting or otherwise construing any provision herein.

Section 10. Inconsistent Provisions. In the event that any provision of these by-laws is or becomes inconsistent with any provision of the corporation's certificate of incorporation, the General Corporation Law of the State of Delaware or any other applicable law, such provision of these by-laws shall not be given any effect to the extent of such inconsistency but shall otherwise be given full force and effect.

ARTICLE VII

AMENDMENTS

These by-laws may be amended, altered, or repealed and new by-laws adopted at any meeting of the board of directors by a majority vote. The fact that the power to adopt, amend, alter, or repeal the by-laws has been conferred upon the board of directors shall not divest the stockholders of the same powers.

EXHIBIT 3.58

REGULATIONS

OF

BLUE CHIP BROADCAST COMPANY

ARTICLE I

Shareholders

Section 1. Annual Meeting. The annual meeting of shareholders shall be held in the fourth month following the close of each fiscal year of the corporation on such date as the board of directors may from time to time determine.

Section 2. Place of Meeting. All meetings of shareholders shall be held at the principal office of the corporation or at such other place within or without the State of Ohio as may be designated in the notice of the meeting.

Section 3. Quorum. At all meetings of shareholders, a majority of the share issued and outstanding and entitled to vote, the holders of which are present in person or represented by proxy, shall constitute a quorum.

ARTICLE II

Board of Directors

Section 1. Number. The board of directors shall consist of such number as shall be fixed from time to time at any meeting of shareholders called for the purpose of electing directors.

Section 2. Meetings. An organizational meeting of the board of directors may be held, without notice, immediately after the annual meeting of shareholders for the purpose of electing officers and attending to such other business as properly may come before the meeting. Additional meetings may be held at such times as may be determined from time to time by the board of directors.

Section 3. Committees. The board of directors may create an executive committee or any other committee of the directors to consist of not less than three directors and may delegate to any such committee any of the authority of the board, however conferred, other than that of filling vacancies among the directors or in any committee of the board.

ARTICLE III

Officers

Section 1. Number and Title. The officers of the corporation shall consist of a president, such number of vice presidents as the board of directors may from time to time determine, a secretary, a treasurer and such other officers and assistant officers as the board of directors may from time to time determine.

Section 2. Authority and Duties. Subject to such limitations as the board of directors may from time to time prescribe, the officers shall each have such powers and perform such duties as generally pertain to their respective offices and such further powers and duties as may be conferred from time to time by the board of directors or, in the case of any officer other than the president, by the president.

Section 3. Term. Each officer shall serve in such capacity at the pleasure of the Board of Directors.

ARTICLE IV

Indemnification

The corporation shall, to the full extent permitted by the General Corporation Law of Ohio, indemnify all persons whom it may indemnify pursuant thereto.

ARTICLE V

Certificates for Share

If any certificate for share of the corporation is lost, stolen or destroyed, a new certificate may be issued upon such terms or under such rules as the board of directors may from time to time determine or adopt.

ARTICLE VI

Seal

The board of directors may provide for a corporate seal if they so elect, but such seal shall not be required.

ARTICLE VII

Fiscal Year

The fiscal year of the corporation shall end on December or such other date as the board of directors may from time to time determine.

Adopted as of the 30th day of December, 1993.

EXHIBIT 3.59

FOURTH AMENDED AND RESTATED

OPERATING AGREEMENT
OF
BLUE CHIP BROADCASTING, LTD.

AN OHIO LIMITED LIABILITY COMPANY

EFFECTIVE AS OF DECEMBER 23, 1999

FOURTH AMENDED AND RESTATED
LIMITED LIABILITY COMPANY OPERATING AGREEMENT
OF
BLUE CHIP BROADCASTING, LTD.

THIS FOURTH AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") of Blue Chip Broadcasting, Ltd., a limited liability company (the "Company") organized pursuant to Chapter 1705 of the Ohio Revised Code (the "Ohio Act"), is entered into by and among the Company and the persons executing this Agreement as Members, and supersedes the Third Amended and Restated Operating Agreement which was effective December 23, 1999 (the "Third Amended Operating Agreement"). This Fourth Amended and Restated Operating Agreement is effective as of December 23, 1999.

RECITALS

This Fourth Amended and Restated Operating Agreement is executed and delivered by the Company and its Members following Blue Chip Broadcasting, Inc.'s contribution of the Class C Voting Membership Units of the Company to Blue Chip Broadcast Company (the "Capital Contribution"). Following the Capital Contribution, Blue Chip Broadcast Company is the sole Member of the Company. There being no further purpose or desire among the Members to maintain separate classes of Membership Units after the Capital Contribution, all of the Class B Voting Membership Units of the Company and Class C Voting Membership Units of the Company have been converted into a single class of Membership Units with identical rights and privileges.

The Company and its Members now wish to amend and restate the terms, covenants and provisions of the Third Amended Operating Agreement as provided hereunder.

1. Name; Formation. The name of the Company shall be Blue Chip Broadcasting, Ltd., or such other name as the Members may from time to time hereafter designate. The Company has been formed and its Articles of Organization have been filed with the Secretary of State of the State of Ohio setting forth the information required by Section 1705.04 of the Ohio Act.

2. Definitions; Rules of Construction. In addition to terms otherwise defined herein, the following terms are used herein as defined below:

"Capital Contribution" means, with respect to any Member, the amount of capital contributed by such Member to the Company.

"Code" means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

"Effective Date" means the date of this Agreement.

"Event of Withdrawal of a Member" means the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a Member or the occurrence of any other event that terminates the continued membership of a Member in the Company.

"Interest" means the ownership interest of a Member in the Company (which shall be considered personal property for all purposes), consisting of (i) such Member's Percentage Interest in profits, losses, allocations, and distributions, (ii) such Member's right to vote or grant or withhold consents with respect to Company matters as provided herein or in the Ohio Act, and (iii) such Member's other rights and privileges as herein provided.

"Majority in Interest of the Members" means Members whose Percentage Interests aggregate to greater than 50 percent of the Percentage Interests of all Members.

"Members" means the Sole Member and all other persons or entities admitted as additional or substituted Members pursuant to this Agreement, so long as they remain Members. Reference to a "Member" means any one of the Members.

"Membership Units" means any unit of Membership Interest.

"Original Effective Date" means March 28, 1996, the effective date of the filing and acceptance of the Articles of Organization with the Secretary of State of Ohio.

"Percentage Interest" means a Member's share of the profits and losses of the Company and the Member's percentage right to receive distributions of the Company's assets. The Percentage Interest of each Member shall initially be the percentage set forth opposite such Member's name on Schedule I hereto, as such Schedule shall be amended from time to time in accordance with the provisions hereof. The combined Percentage Interest of all Members shall at all times equal 100 percent.

"Regulations" means the Income Tax Regulations, including Temporary Regulations, promulgated under the Code, as such may be amended from time to time (or any corresponding provisions of succeeding law).

"Sole Member" means Blue Chip Broadcast Company, an Ohio corporation.

Words used herein, regardless of the number and gender used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires, and, as used herein, unless the context clearly requires otherwise, the words "hereof," "herein," and "hereunder" and words of similar import shall refer to this Agreement as a whole and not to any particular provisions hereof.

The headings in this Agreement are inserted 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.

3. Purpose. The purpose of the Company shall be to engage in any lawful business that may be engaged in by a limited liability company organized under the Ohio Act, as such business activities may be determined by the Members from time to time.

4. Offices.

(a) The principal office of the Company, and such additional offices as the Members may determine to establish, shall be located at such place or places inside or outside the State of Ohio as the Members may designate from time to time.

(b) The registered office of the Company in the State of Ohio is located at 1821 Summit Road, Suite 401, Cincinnati, Ohio 45237 The registered agent of the Company for service of process is Calvin D. Buford, 1900 Chemed Center, 255 East Fifth Street, Cincinnati, Ohio 45202.

5. Members. The name and business or residence address of each Member of the Company are as set forth on Schedule I attached hereto, as the same may be amended from time to time.

6. Term. The Term of the Company commenced on the Original Effective Date and shall continue until the Company shall be dissolved and its affairs wound up in accordance with Section 14 of this Agreement.

7. Management of the Company.

(a) The Board of Managers has the exclusive right to manage the Company's business. Accordingly, except as otherwise specifically limited in this Agreement or under applicable law, the Board of Managers shall; (i) manage the affairs and business of the Company; (ii) exercise the authority and powers granted to the Company; and (iii) otherwise act in all other matters on behalf of the Company. Except as expressly provided otherwise in this Agreement, the Board of Managers, at times acting through the Company's officers, shall take all actions which shall be necessary or appropriate to accomplish the Company's purposes in accordance with the terms of this Agreement.

(b) The operations of the Company shall be governed by the By-laws, effective as of the Effective Date, set forth in Exhibit A as amended from time to time in the manner set forth in Section 17.

(c) Except as to actions herein specified to be taken by all the Members or by the Members acting unanimously, the duties and powers of the Members may be exercised by a Majority in Interest of the Members (or by any Member acting pursuant to authority delegated by a Majority in Interest of the Members). Any action that may be taken at a meeting of the Members may be authorized and taken without a meeting upon the written approval of all Members who would be entitled to vote at a meeting held for such purpose.

(d) Any Member, authorized by all Members, may execute and file on behalf of the Company with the Secretary of State of the State of Ohio any amendments of the Articles of Organization, or one or more restated Articles of Organization and certificates of merger or consolidation and, upon the dissolution and completion of winding up of the Company as provided in the Ohio Act, a Certificate of Dissolution canceling the Company's Articles of Organization.

8. Capital Contributions; Capital Accounts, Administrative Matters.

(a) Except as otherwise agreed by all Members, the Sole Member shall have no obligation to make any capital contributions, in addition to its cumulative capital contributions as of the Effective Date, to the Company. Persons or entities hereafter admitted, in accordance with Section 11 hereof, as Members of the Company shall make such contributions of cash (or promissory obligations), property, or services to the Company as shall be determined by the Members, acting unanimously, at the time of each such admission.

(b) It is the intention of the Members that the Company, so long as it is an eligible entity with a single owner as defined under Section 301.7701-3 of the Regulations, to be classified as "disregarded as an entity separate from its owner" in accordance with the default classification provided by Section 301.7701-3(b) of the Regulations.

(c) Subject to the intention expressed under Paragraph (d) hereof, in the event an additional Member is admitted in accordance with Section 11 hereof, then upon the admittance of such additional Member, it is the intention of the Members that the Company shall thereafter be taxed as a "partnership," in accordance with the default classification provided by Section 301.7701-3(b) of the Regulations, for federal, state, local, and foreign income tax purposes. The Members agree to take all reasonable actions, including the amendment of this Agreement and the execution of other documents, as may reasonably be required in order for the Company to qualify for and receive "partnership" treatment for federal, state, local tax purposes as expressed herein.

(d) In the event an additional Member is admitted in accordance with Section 11 hereof, then upon the admittance of such additional Member, it is the intention of the Members that the books and records of the Company shall thereafter be kept as set forth in Subparagraphs (i) through (iv) following hereafter:

(i) A single, separate capital account shall be maintained for each Member. Each Member's capital account shall be credited with the amount of money and the fair market value of property (net of any liabilities secured by such contributed property that the Company assumes or takes subject to) contributed by that Member to the Company; the amount of any Company liabilities assumed by such Member (other than in connection with a distribution of Company property), and such Member's distributive share of Company profits (including tax exempt income). Each Member's capital account shall be debited with the amount of money and the fair market value of property (net of any liabilities that such Member assumes or takes subject to) distributed to such Member; the amount of any liabilities of such Member assumed by the Company (other than in connection with a contribution); and such Member's distributive share of Company losses (including items that may be neither deducted nor capitalized for federal income tax purposes).

(ii) Notwithstanding any provision of this Agreement to the contrary, each Member's capital account shall be maintained and adjusted in accordance with the Code and Regulations thereunder, including, without limitation, (i) the adjustments permitted or required by Code Section 704(b) and, to the extent applicable, the principles expressed in Code Section 704(c) and (ii) the adjustments required to maintain capital accounts in accordance with the "substantial economic effect test" set forth in the Regulations under Code Section 704(b).

(iii) Any Member, including any substitute Member, who shall receive an Interest (or whose Interest shall be increased) by means of a transfer to him of all or a part of the Interest of another Member, shall have a capital account that reflects the capital account associated with the transferred Interest (or the applicable percentage thereof in case of a transfer of a part of an Interest).

(iv) All items of Company income, gain, loss, deduction, credit, or the like shall be allocated among the Members in accordance with their respective Percentage Interests as set forth in Schedule I attached hereto and incorporated herein.

(e) In the event an additional Member is admitted, in accordance with Section 11 hereof, then upon the admittance of such additional Member, the Company hereby designates the Member owning the largest percentage Interest as "Tax Matters Partner" for purposes of Code Section 6231 and the Regulations promulgated thereunder. The Tax Matters Partner shall promptly advise each Member of any audit proceedings proposed to be conducted with respect to the Company.

9. Assignments of Company Interest.

(a) No Member may sell, assign, pledge, or otherwise transfer or encumber (collectively "transfer") all or any part of its Interest and no transferee of all or any part of an Interest shall be admitted as a substituted Member, without, in either event, either (i) having obtained the prior written consent of all other Members or, if there is only one Member, (ii) having executed a valid written assignment of all or any part of such Interest.

(b) The Members shall amend Schedule I hereto from time to time to reflect transfers made in accordance with, and as permitted under, this Section 9. Any purported transfer in violation of this Section 9 shall be null and void and shall not be recognized by the Company.

10. Withdrawal. No Member shall have the right to withdraw from the Company except (i) with the consent of all of the other Members and upon such terms and conditions as may be specifically agreed upon between such other Members and the withdrawing Member or, if there is only one Member, (ii) in accordance with the terms of the valid written assignment of all or any part of an Interest. The provisions hereof with respect to distributions upon withdrawal are exclusive and no Member shall be entitled to claim any further or different distribution upon withdrawal under the Ohio Act or otherwise.

11. Additional Members. The Members, acting unanimously, shall have the right to admit additional Members upon such terms and conditions, at such time or times, and for such Capital Contributions as shall be determined by all of the Members; and in connection with any such admission, the Members shall amend Schedule I hereof to reflect the name, address, and Capital Contribution of the additional Member and any agreed upon changes in Percentage Interests.

12. Distributions. Distributions of cash or other assets of the Company shall be made at such times and in such amounts as the Board of Managers may determine.

13. Return of Capital. No Member shall have any liability for the return of any Member's Capital Contribution which Capital Contribution shall be payable solely from the assets of the Company at the absolute discretion of the Members, subject to the requirements of the Ohio Act.

14. Dissolution. The Company shall not be dissolved nor shall its affairs be wound up and terminated until the occurrence of either of the following:

    (a) The determination of all of the Members to dissolve the Company; or

    (b) The occurrence of any event causing a dissolution of the Company under the Ohio Act.

    Upon the happening of (a) or (b) above, the Company shall be dissolved and its affairs wound up and terminated, subject to the provisions of Section 15 of this Agreement.

15. Continuation of the Company. Notwithstanding the provisions of Section 14(b) hereof, the occurrence of an Event of Withdrawal of a Member shall not dissolve the Company if within ninety (90) days after the occurrence of such event of withdrawal the business of the Company is continued by the agreement of all remaining Members.

16. Limitation on Liability. The debts, obligations, and liabilities of the Company, whether arising in contract, tort, or otherwise, shall be solely the debts, obligations, and liabilities of the Company, and no Member of the Company shall be obligated personally for any such debt, obligation, or liability of the Company solely by reason of being a Member.

17. Amendments. This Agreement may be amended only upon the written consent of all Members.

18. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Ohio without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Ohio.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of December_____, 1999.

MEMBER:

Blue Chip Broadcast Company

By: /s/ L. Ross Love

L. Ross Love, President

SCHEDULE I

MEMBER NAME AND ADDRESS	MEMBERSHIP INTEREST
Blue Chip Broadcast Company 1821 Summit Road Suite 401 Cincinnati, Ohio 45237	100%

EXHIBIT A

BYLAWS OF BLUE CHIP BROADCASTING, LTD.

Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Fourth Amended and Restated Operating Agreement of Blue Chip Broadcasting, Ltd.

MEMBERS

MEETINGS OF MEMBERS

LOCATION OF MEETINGS. Meetings of the Members shall be held at the Principal Office of the Company or at such other place, either within or without Ohio, as specified from time to time by the Board of Managers.

MEETINGS. Meetings of the Members, for any purpose or purposes, may be called upon the request of the officers or upon the request of not less than 25% of all the Members (based on their Membership Interests) then entitled to vote at the meeting.

NOTICE OF MEETINGS. Notice of each meeting of Members stating the place, date and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given to each Member entitled to vote at such meeting not less than three (3) nor more than sixty (60) days before the date of the meeting.

WAIVER OF NOTICE. Notice of the time, place and purposes of any meeting of Members may be waived in writing by any Member, either before, during or after such meeting. Such writing shall be filed with or entered upon the records of the meeting. Attendance of a Member at a meeting shall constitute a waiver of notice of such meeting, except when the Member attends a meeting for the express and exclusive purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting was not lawfully called or convened.

PROXIES. At all meetings of Members, a Member may vote in person or by proxy executed in writing by a Member or such Member's duly authorized attorney-in fact. Such proxy shall be filed with the Company before or at the time of the meeting. No proxy shall be valid after three (3) months from the date of its execution, unless otherwise provided in the proxy. Every appointment of a proxy shall be revocable.

ACTION BY MEMBERS WITHOUT A MEETING. Any action that may be authorized or taken at a meeting by the Members may be authorized or taken without a meeting with the affirmative vote or approval of, and in a writing or writings signed by, all the Members who would be entitled to vote at a meeting of the Members held for such purpose, which writing or writings shall be filed with or entered upon the records of the Company. Written consent of all the

Members entitled to vote on any matter has the same force and effect as a unanimous vote of such Members.

TELEPHONIC MEETINGS. The Members may participate in and act at any meeting of Members through the use of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such meeting shall constitute attendance and presence in person at the meeting of the person or persons so participating.

BOARD OF MANAGERS

The Board of Managers shall be composed of not less than one (1) nor more than nine (9) Managers. The initial number of Managers shall be one (1). The initial Manager shall be the person indicated on Schedule II hereto.

ELECTION. The Managers will be elected by the affirmative vote of a majority of the Members.

TENURE. Each Manager shall serve as a Manager for an indefinite period of term of years and until his or her successor shall have been appointed, or until his or her earlier resignation, death or removal from office.

RESIGNATION. Each Manager of the Company may resign at any time by giving written notice to the Members. The resignation of a Manager shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice. The resignation of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member.

REMOVAL. Each Manager may be removed with or without cause by a majority vote of the Members. The removal of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member.

VACANCY. Any vacancy occurring in the position of Manager shall be filled by the majority vote of the Members.

MANAGER COMPENSATION. No Manager shall be entitled to any compensation, except by the affirmative vote or consent of a majority of the Members. The Company shall promptly reimburse each Manager for the reasonable out of pocket costs and expenses incurred by such Manager (including airfare, meals, lodging and other travel related expenses) in connection with the performance of its duties as Manager, including attendance at meetings of the Board of Managers.

QUORUM. Business may be conducted at a meeting of the Board of Managers only if a quorum of the Board of Managers is present. A quorum of the Board of Managers shall be

achieved only if a majority of the Board of Managers is present, in person or by proxy, at a meeting of the Board.

MEETINGS OF BOARD OF MANAGERS

TIME OF MEETING. The Board of Managers shall meet at the Principal Office of the Company at least once annually. The Board of Managers shall have the authority to set the time and place of their said meeting by resolution.

CALL AND NOTICE. Meetings of the Board of Managers other than the quarterly meeting may be called at any time by the President and shall be called by the President upon the request of the lesser of two (2) or all of the Managers. Such meetings may be held at any place within or without the State of Ohio. Regular meetings shall be held on not less than twenty (20) business days prior notice. Any meeting at which all of the Managers are present shall be a valid meeting whether notice thereof was given or not and any business may be transacted at such a meeting.

MEETINGS. Meetings of the Managers, and meetings of any Committee thereof, may be held through the use of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such meeting shall constitute attendance and presence in person at the meeting of the person or persons so participating.

VOTING. The act of at least a majority vote of the Managers shall be the act of the Managers unless otherwise specifically provided by law, the Articles or this Agreement.

ACTION BY MANAGERS WITHOUT A MEETING. Any action that may be authorized or taken at a meeting by the Managers may be authorized or taken without a meeting with the affirmative vote or approval of, and in a writing or writings signed by all the Managers who would be entitled to vote at a meeting of the Managers held for such purpose, which writing or writings shall be filed with or entered upon the records of the Company. Written consent of all the Managers entitled to vote on any matter has the same force and effect as unanimous vote of such Managers.

OFFICERS

OFFICERS. The officers of the Company shall consist of a President, a Secretary, a Treasurer and such other officers as the Board of Managers may appoint. The officers shall be appointed by the Board of Managers and shall exercise such powers and perform such duties as are prescribed under this Agreement. Any number of offices may be held by the same person, as the Board of Managers may determine, except that no person may simultaneously hold the offices of President and Secretary. The initial officers shall be those persons indicated on Schedule III hereto.

DUTIES OF OFFICERS. The duties of the officers are as follows:

(a) Duties of President. The President shall be the chief executive officer of the Company and shall preside at all meetings of the Board and Members. He shall have general and active management of the day to day business and affairs of the Company and shall see that all orders and resolutions of the Board of Managers are carried into effect. The President shall execute bonds, mortgages and other contracts except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Managers to some other officer or agent of the Company.

(b) Duties of Secretary. The Secretary shall attend all meetings of the Members of the Board of Managers and record all the proceedings of such meetings in a book to be kept for that purpose. Failure of the Secretary to attend any meeting of the Members or the Board shall not affect the validity of any action taken at such meeting. He shall give, or cause to be given, notice of all meetings of the Members and the Board of Managers and shall perform such other duties as may be prescribed by the Board of Managers or President.

(c) Duties of Treasurer. The Treasurer shall have the custody of the Company funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Board of Managers. The Treasurer shall disburse the funds of the Company as may be ordered by the Board of Managers, taking proper vouchers for such disbursements, and shall render to the President and the Board of Managers, at its regular meetings, or when the Board of Managers so requires, an account of all his transactions as Treasurer and of the financial condition of the Company. If required by the Board of Managers, the Treasurer shall give the Company a bond (which shall be renewed every six years) in such sum and with such surety or sureties as shall be satisfactory to the Board for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

TERM OF OFFICE. The officers shall hold office until their successors are appointed by the Board of Managers.

RESIGNATION. Any officer of the Company may resign at any time by giving written notice to the Board of Managers. The resignation of any officer shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice. The resignation of an officer who is also a Member shall not affect the officer's rights as a Member and shall not constitute a withdrawal of a Member.

REMOVAL. Any officer may be removed with or without cause by the affirmative vote of a majority of the Board of Managers. The removal of an officer who is also a Member shall not affect the officer's rights as a Member and shall not constitute a withdrawal of a Member.

VACANCIES. Any vacancy occurring in any office shall be filled by a majority vote of the Board of Managers. An officer elected to fill a vacancy shall hold office until the earlier of his death, resignation or removal.

OFFICER COMPENSATION. The officers shall not be entitled to any compensation, except by the affirmative vote or consent of a majority of the Board of Managers.

FINANCIAL MATTERS

ACCOUNTING METHODS. The Company books and records shall be prepared and maintained in accordance with generally accepted accounting principles, or such other method of accounting as determined to be appropriate by the Board of Managers, consistently applied, except that the Members' Capital Accounts shall be maintained as provided in this Agreement.

FISCAL YEAR. The fiscal year of the Company shall be the twelve calendar month period ending on December 31 in each year, except that the first year of the Company shall be that period (even if less than twelve months) beginning on the Original Effective Date and ending on the next following December 31, and the final year of the Company shall be that period beginning on January 1 of such year and ending on the date of cancellation of the Articles.

BANK ACCOUNTS. The Company may from time to time open bank accounts in the name of the Company. All funds of the Company shall be withdrawn on the signature of one (1) officer of the Company.

INDEMNIFICATION

(A) PROCEEDING OTHER THAN BY THE COMPANY. The Company shall indemnify or agree to indemnify any person who was or is a party, or who is threatened to be made a party, to any threatened, pending, or completed civil, criminal administrative, or investigative action, suit, or proceeding, other than an action by or in the right of the Company, because he or she is or was a manager, member, partner, officer, employee, or agent of the Company or is or was serving at the request of the Company as a manager, director, trustee, officer, employee, or agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise. The Company shall indemnify or agree to indemnify a person in that position against expenses, including attorney's fees, judgments, fines, and amounts paid in settlement that actually and reasonably were incurred by him or her in connection with the action, suit, or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Company and, in connection with any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent does not create of itself a presumption that the person did not act in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the

Company and, in connection with any criminal action or proceeding, a presumption that he or she had reasonable cause to believe that his or her conduct was unlawful.

(B) PROCEEDING BY THE COMPANY. The Company shall indemnify or agree to indemnify any person who was or is a party or who is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Company to procure a judgment in its favor, because he or she is or was a manager, officer, employee, or agent of the Company or is or was serving at the request of the Company as a manager, member, partner, director, trustee, officer, employee, or agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise. The Company shall indemnify or agree to indemnify a person in that position against expenses, including attorney's fees, that were actually and reasonably incurred by him or her in connection with the defense or settlement of the action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Company, except that an indemnification shall not be made in respect of any claim, issue, or matter as to which the person is adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Company unless and only to the extent that the court of common pleas or the court in which the action or suit was brought determines, upon application, that, despite the adjudication of liability but in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnification for expenses that the court considers proper.

(C) AMOUNT OF INDEMNIFICATION. To the extent that a manager, officer, employee, or agent of the Company has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Paragraph (A) or (B) of this Section or has been successful in defense of any claim, issue, or matter in an action, suit, or proceeding referred to in those Paragraphs, he or she shall be indemnified against expenses, including attorney's fees, that were actually and reasonably incurred by him or her in connection with the action, suit, or proceeding.

(D) OTHER RIGHTS TO INDEMNIFICATION. The indemnification authorized by this Section is not exclusive of and shall be in addition to any other rights granted to those seeking indemnification under the operating agreement, any other agreement, a vote of Members or disinterested member of the Board of Managers of the Company, or otherwise, both as to action in their official capacities and as to action in another capacities while holding their offices or positions. The indemnification shall continue as to any person who has ceased to be a manager, officer, employee, or agent of the company and shall inure to the benefit of his heirs, executors, and administrators.

(E) INSURANCE OR FINANCIAL ARRANGEMENTS. The Company may purchase and maintain insurance or furnish similar protection, including, but not limited to, trust funds, letters of credit, or self-insurance, for or on behalf of any person who is or was a manager, member, partner, officer, employee, or agent of the Company or who is or was serving at the request of the Company as a manager, director, trustee, officer, employee, or agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise.

The insurance or similar protection purchased or maintained for those persons may be for any liability asserted against them and incurred by them in any capacity described in this Paragraph (F) or for any liability arising out of their status as described in this Paragraph (F), whether or not the Company would have the power to indemnify them against that liability under this Section. Insurance may be so purchased from or so maintained with a person in which the Company has a financial interest.

(F) ADVANCEMENT OF EXPENSES. Expenses, including attorney's fees, incurred by a director, trustee, officer, employee, member, manager, or agent in defending any action, suit, or proceeding referred to herein shall be paid by the Company as they are incurred, in advance of the final disposition of the action, suit, or proceeding upon receipt of an undertaking by or on behalf of the director, trustee, officer, employee, member, manager, or agent to repay such amount, if it ultimately is determined that he or she is not entitled to be indemnified by the Company.

(G) REPEAL OR MODIFICATION. Any repeal or modification of the foregoing indemnification provision by the Members or the Board of Managers of the Company shall not increase the personal liability of any member of the Board of Managers, officer or other person entitled to indemnification hereunder of the Company for any act or occurrence taking place prior to such repeal or modification, or otherwise adversely affect any right or protection of a manager or officer of the Company existing at the time of such repeal or modification.

SCHEDULE II - BOARD OF MANAGERS

L. Ross Love

SCHEDULE III - OFFICERS

L. Ross Love	Chief Executive Officer and President
Paul Solomon	Vice President - General Counsel and Secretary
Geoffrey Morgan	Chief Financial Officer and Treasurer

EXHIBIT 3.60

OPERATING AGREEMENT
OF
BLUE CHIP BROADCASTING LICENSES, LTD.

An Ohio Limited Liability Company

AS OF APRIL 30, 1999

LIMITED LIABILITY COMPANY OPERATING AGREEMENT
OF
BLUE CHIP BROADCASTING LICENSES, LTD.

THE UNDERSIGNED is executing this Limited Liability Company Operating Agreement ("Agreement") for the purpose of forming a limited liability company (the "Company") pursuant to the provisions of the Ohio Limited Liability Company Act, 17 ORC Sections 1705 et seq. (the "Ohio Act"), and does hereby certify and agree as follows:

1. Name; Formation. The name of the Company shall be Blue Chip Broadcasting Licenses, Ltd., or such other name as the Members may from time to time hereafter designate. The Company shall be formed upon the execution and filing by any Member (each of which is hereby authorized to take such action) of Articles of Organization of the Company with the Secretary of State of the State of Ohio setting forth the information required by Section 1705.04 of the Ohio Act.

2. Definitions: Rules of Construction. In addition to terms otherwise defined herein, the following terms are used herein as defined below:

"Capital Contribution" means, with respect to any Member, the amount of capital contributed by such Member to the Company in accordance with Section 8 hereof.

"Code" means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

"Effective Date" means the date of this Agreement.

"Event of Withdrawal of a Member" means the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a Member or the occurrence of any other event that terminates the continued membership of a Member in the Company.

"Initial Member" means Blue Chip Broadcasting, Ltd., an Ohio limited liability company.

"Interest" means the ownership interest of a Member in the Company (which shall be considered personal property for all purposes), consisting of (i) such Member's Percentage Interest in profits, losses, allocations, and distributions, (ii) such Member's right to vote or grant or withhold consents with respect to Company matters as provided herein or in the Ohio Act, and (iii) such Member's other rights and privileges as herein provided.

"Majority in Interest of the Members" means Members whose Percentage Interests aggregate to greater than 50 percent of the Percentage Interests of all Members.

"Members" means the Initial Member and all other persons or entities admitted as additional or substituted Members pursuant to this Agreement, so long as they remain Members. Reference to a "Member" means any one of the Members.

"Percentage Interest" means a Member's share of the profits and losses of the Company and the Member's percentage right to receive distributions of the Company's assets. The Percentage Interest of each Member shall initially be the percentage set forth opposite such Member's name on Schedule I hereto, as such Schedule shall be amended from time to time in accordance with the provisions hereof. The combined Percentage Interest of all Members shall at all times equal 100 percent.

"Regulations" means the Income Tax Regulations, including Temporary Regulations, promulgated under the Code, as such may be amended from time to time (or any corresponding provisions of succeeding law).

Words used herein, regardless of the number and gender used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires, and, as used herein, unless the context clearly requires otherwise, the words "hereof," "herein," and "hereunder" and words of similar import shall refer to this Agreement as a whole and not to any particular provisions hereof.

The headings in this Agreement are inserted 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.

3. Purpose. The purpose of the Company shall be to engage in any lawful business that may be engaged in by a limited liability company organized under the Ohio Act, as such business activities may be determined by the Members from time to time.

4. Offices.

(a) The principal office of the Company, and such additional offices as the Members may determine to establish, shall be located at such place or places inside or outside the State of Ohio as the Members may designate from time to time.

(b) The registered office of the Company in the State of Ohio is located at 1821 Summit Road, Suite 401, Cincinnati, Ohio 45237 The original registered agent of the Company for service of process is Calvin D. Buford, 1900 Chemed Center, 255 East Fifth Street, Cincinnati, Ohio 45202.

5. Members. The name and business or residence address of each Member of the Company are as set forth on Schedule I attached hereto, as the same may be amended from time to time.

6. Term. The Term of the Company shall commence on the Effective Date and shall continue until the Company shall be dissolved and its affairs wound up in accordance with Section 14 of this Agreement.

7. Management of the Company.

(a) The Board of Managers has the exclusive right to manage the Company's business. Accordingly, except as otherwise specifically limited in this Agreement or under applicable law, the Board of Managers shall: (i) manage the affairs and business of the Company; (ii) exercise the authority and powers granted to the Company; and (iii) otherwise act in all other matters on behalf of the Company. Except as expressly provided otherwise in this Agreement, the Board of Managers, at times acting through the Company's officers, shall take all actions which shall be necessary or appropriate to accomplish the Company's purposes in accordance with the terms of this Agreement.

(b) The operations of the Company shall be governed by the By-laws, effective as of the Effective Date, set forth in Exhibit A as amended from time to time in the manner set forth in Section 17.

(c) Except as to actions herein specified to be taken by all the Members or by the Members acting unanimously, the duties and powers of the Members may be exercised by a Majority in Interest of the Members (or by any Member acting pursuant to authority delegated by a Majority in Interest of the Members). Any action that may be taken at a meeting of the Members may be authorized and taken without a meeting upon the

written approval of all Members who would be entitled to vote at a meeting held for such purpose.

(d) Any Member, authorized by all Members, may execute and file on behalf of the Company with the Secretary of State of the State of Ohio any amendments of the Articles of Organization, or one or more restated Articles of Organization and certificates of merger or consolidation and, upon the dissolution and completion of winding up of the Company as provided in the Ohio Act, a Certificate of Dissolution canceling the Company's Articles of Organization.

8. Capital Contributions; Capital Accounts, Administrative Matters.

(a) The Initial Member has contributed to the Company the consideration set forth on Schedule I hereto. Except as otherwise agreed by all Members, the Initial Member shall have no obligation to make any further capital contributions to the Company. Persons or entities hereafter admitted, in accordance with Section 11 hereof, as Members of the Company shall make such contributions of cash (or promissory obligations), property, or services to the Company as shall be determined by the Members, acting unanimously, at the time of each such admission.

(b) It is the intention of the Members that the Company, as an eligible entity with a single owner as defined under Section 301.7701-3 of the Regulations, shall be classified as "disregarded as an entity separate from its owner" in accordance with the default classification provided by Section 301.7701-3(b) of the Regulations.

(c) Subject to the intention expressed under Paragraph (d) hereof, in the event an additional Member is admitted, in accordance with Section 11 hereof, then upon the admittance of such additional Member, it is the intention of the Members that the Company shall thereafter be taxed as a "partnership," in accordance with the default classification provided by Section 301.7701-3(b) of the Regulations, for federal, state, local, and foreign income tax purposes. The Members agree to take all reasonable actions, including the amendment of this Agreement and the execution of other documents, as may reasonably be required in order for the Company to qualify for and receive "partnership" treatment for federal, state, local tax purposes as expressed herein.

(d) In the event an additional Member is admitted, in accordance with Section 11 hereof, then upon the admittance of such additional Member, it is the intention of the Members that the books and records of the

company shall thereafter be kept as set forth in Subparagraphs (i) through (iv) following hereafter:

(i) A single, separate capital account shall be maintained for each Member. Each Member's capital account shall be credited with the amount of money and the fair market value of property (net of any liabilities secured by such contributed property that the Company assumes or takes subject to) contributed by that Member to the Company; the amount of any Company liabilities assumed by such Member (other than in connection with a distribution of Company property), and such Member's distributive share of Company profits (including tax exempt income). Each Member's capital account shall be debited with the amount of money and the fair market value of property (net of any liabilities that such Member assumes or takes subject to) distributed to such Member; the amount of any liabilities of such Member assumed by the Company (other than in connection with a contribution); and such Member's distributive share of Company losses (including items that may be neither deducted nor capitalized for federal income tax purposes).

(ii) Notwithstanding any provision of this Agreement to the contrary, each Member's capital account shall be maintained and adjusted in accordance with the Code and Regulations thereunder, including, without limitation, (i) the adjustments permitted or required by Code Section 704(b) and, to the extent applicable, the principles expressed in Code Section 704(c) and (ii) the adjustments required to maintain capital accounts in accordance with the "substantial economic effect test" set forth in the Regulations under Code Section 704(b).

(iii) Any Member, including any substitute Member, who shall receive an Interest (or whose Interest shall be increased) by means of a transfer to him of all or a part of the Interest of another Member, shall have a capital account that reflects the capital account associated with the transferred Interest (or the applicable percentage thereof in case of a transfer of a part of an Interest).

(iv) All items of Company income, gain, loss, deduction, credit, or the like shall be allocated among the Members in accordance with their respective Percentage Interests as set forth in Schedule I attached hereto and incorporated herein.

(e) In the event an additional Member is admitted, in accordance with Section 11 hereof, then upon the admittance of such additional Member, the Company hereby designates the Member owning the largest percentage Interest as "Tax Matters Partner" for purposes of Code Section 6231 and the Regulations promulgated thereunder. The Tax Matters Partner shall promptly advise each Member of any audit proceedings proposed to be conducted with respect to the Company.

9. Assignments of Company Interest.

(a) No Member may sell, assign, pledge, or otherwise transfer or encumber (collectively "transfer") all or any part of its Interest and no transferee of all or any part of an Interest shall be admitted as a substituted Member, without, in either event, either (i) having obtained the prior written consent of all other Members or, if there is only one Member, (ii) having executed a valid written assignment of all or any part of such Interest.

(b) The Members shall amend Schedule I hereto from time to time to reflect transfers made in accordance with, and as permitted under, this Section 9. Any purported transfer in violation of this Section 9 shall be null and void and shall not be recognized by the Company.

10. Withdrawal. No Member shall have the right to withdraw from the Company except (i) with the consent of all of the other Members and upon such terms and conditions as may be specifically agreed upon between such other Members and the withdrawing Member or, if there is only one Member, (ii) in accordance with the terms of the valid written assignment of all or any part of an Interest. The provisions hereof with respect to distributions upon withdrawal are exclusive and no Member shall be entitled to claim any further or different distribution upon withdrawal under the Ohio Act or otherwise.

11. Additional Members. The Members, acting unanimously, shall have the right to admit additional Members upon such terms and conditions, at such time or times, and for such Capital Contributions as shall be determined by all of the Members; and in connection with any such admission, the Members shall amend Schedule I hereof to reflect the name, address, and Capital Contribution of the additional Member and any agreed upon changes in Percentage Interests.

12. Distributions. Distributions of cash or other assets of the Company shall be made at such times and in such amounts as the Members acting unanimously may determine. Distributions shall be made to (and profits and losses shall be allocated among) Members pro rata in accordance with their respective Percentage Interests.

13. Return of Capital. No Member shall have any liability for the return of any Member's Capital Contribution which Capital Contribution shall be payable solely from the assets of the Company at the absolute discretion of the Members, subject to the requirements of the Ohio Act.

14. Dissolution. The Company shall not be dissolved nor shall its affairs be wound up and terminated until the occurrence of either of the following:

(a) The determination of all of the Members to dissolve the Company; or

(b) The occurrence of any event causing a dissolution of the Company under the Ohio Act.

Upon the happening of (a) or (b) above, the Company shall be dissolved and its affairs wound up and terminated, subject to the provisions of Section 15 of this Agreement.

15. Continuation of the Company. Notwithstanding the provisions of Section 14(b) hereof, the occurrence of an Event of Withdrawal of a Member shall not dissolve the Company if within ninety (90) days after the occurrence of such event of withdrawal the business of the Company is continued by the agreement of all remaining Members.

16. Limitation on Liability. The debts, obligations, and liabilities of the Company, whether arising in contract, tort, or otherwise, shall be solely the debts, obligations, and liabilities of the Company, and no Member of the Company shall be obligated personally for any such debt, obligation, or liability of the Company solely by reason of being a Member.

17. Amendments. This Agreement may be amended only upon the written consent of all Members.

18. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Ohio without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Ohio.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of April 30, 1999.

MEMBER:

Blue Chip Broadcasting, Ltd.

By: /s/ L. Ross Love

L. Ross Love, President

SCHEDULE I

MEMBERS' NAMES AND ADDRESSES	MEMBERS' INITIAL CAPITAL CONTRIBUTIONS	INITIAL MEMBERSHIP INTEREST
Blue Chip Broadcasting, Ltd. 1821 Summit Road, Suite 401 Cincinnati, Ohio 45237	All licenses, permits and other authorizations issued by the FCC for operation of radio stations WGZB(FM), WGZB-FM1, WIFZ(FM), WMJM(FM), WKYI(FM), WCKX(FM), WCZZ(FM), WXMG(FM), WLRS(FM), WING(AM), WFIA(AM), WDJX(FM), WING-FM and WGTZ(FM)	100%

EXHIBIT A

BYLAWS OF BLUE CHIP BROADCASTING LICENSES, LTD.

Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Operating Agreement of Blue Chip Broadcasting Licenses, Ltd.

MEMBERS

MEETINGS OF MEMBERS

LOCATION OF MEETINGS. Meetings of the Members shall be held at the principal office of the Company or at such other place, either within or without Ohio, as specified from time to time by the Board of Managers.

MEETINGS. Meetings of the Members, for any purpose or purposes, may be called upon the request of the officers or upon the request of not less than 25% of all the Members (based on their Membership Interests) then entitled to vote at the meeting.

NOTICE OF MEETINGS. Notice of each meeting of Members stating the place, date and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given to each Member entitled to vote at such meeting not less than three (3) nor more than sixty (60) days before the date of the meeting.

WAIVER OF NOTICE. Notice of the time, place and purposes of any meeting of Members may be waived in writing by any Member, either before, during or after such meeting. Such writing shall be filed with or entered upon the records of the meeting. Attendance of a Member at a meeting shall constitute a waiver of notice of such meeting, except when the Member attends a meeting for the express and exclusive purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting was not lawfully called or convened.

PROXIES. At all meetings of Members, a Member may vote in person or by proxy executed in writing by a Member or such Member's duly authorized attorney-in fact. Such proxy shall be filed with the Company before or at the time of the meeting. No proxy shall be valid after three (3) months from the date of its execution, unless otherwise provided in the proxy. Every appointment of a proxy shall be revocable.

ACTION BY MEMBERS WITHOUT A MEETING. Any action that may be authorized or taken at a meeting by the Members may be authorized or taken without a meeting with the affirmative vote or approval of, and in a writing or writings signed by, all the Members who would be entitled to vote at a meeting of the Members held for such purpose, which writing or writings shall be filed with or entered upon the records of the Company. Written consent of all the

Members entitled to vote on any matter has the same force and effect as a unanimous vote of such Members.

TELEPHONIC MEETINGS. The Members may participate in and act at any meeting of Members through the use of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such meeting shall constitute attendance and presence in person at the meeting of the person or persons so participating.

BOARD OF MANAGERS

The Board of Managers shall be composed of not less than one (1) nor more than nine (9) Managers. The initial number of Managers shall be one (1). The initial Manager shall be the person indicated on Schedule II hereto.

ELECTION. The Managers will be elected by the affirmative vote of a majority of the Members.

TENURE. Each Manager shall serve as a Manager for an indefinite period of term of years and until his or her successor shall have been appointed, or until his or her earlier resignation, death or removal from office.

RESIGNATION. Each Manager of the Company may resign at any time by giving written notice to the Members. The resignation of a Manager shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice. The resignation of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member.

REMOVAL. Each Manager may be removed with or without cause by a majority vote of the Members. The removal of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member.

VACANCY. Any vacancy occurring in the position of Manager shall be filled by a majority vote of the Members.

MANAGER COMPENSATION. No Manager shall be entitled to any compensation, except by the affirmative vote or consent of a majority of the Members. The Company shall promptly reimburse each Manager for the reasonable out of pocket costs and expenses incurred by such Manager (including airfare, meals, lodging and other travel related expenses) in connection with the performance of its duties as Manager, including attendance at meetings of the Board.

QUORUM. Business may be conducted at a meeting of the Board only if a quorum of the Board is present. A quorum of the Board shall be achieved only if a majority of the Board is present, in person or by proxy, at a meeting of the Board.

MEETINGS OF BOARD OF MANAGERS

TIME OF MEETING. The Board of Managers shall meet at the Principal Office of the Company at least once annually. The Board of Managers shall have the authority to set the time and place of their said meeting by resolution.

CALL AND NOTICE. Meetings of the Managers other than the quarterly meeting may be called at any time by the President and shall be called by the President upon the request of the lesser of two (2) or all of the Managers. Such meetings may be held at any place within or without the State of Ohio. Regular meetings shall be held on not less than twenty (20) business days prior notice. Any meeting at which all of the Managers are present shall be a valid meeting whether notice thereof was given or not and any business may be transacted at such a meeting.

MEETINGS. Meetings of the Managers, and meetings of any Committee thereof, may be held through the use of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such meeting shall constitute attendance and presence in person at the meeting of the person or persons so participating.

VOTING. The act of at least a majority vote of the Managers shall be the act of the Managers unless otherwise specifically provided by law, the Articles or this Agreement.

ACTION BY MANAGERS WITHOUT A MEETING. Any action that may be authorized or taken at a meeting by the Managers may be authorized or taken without a meeting with the affirmative vote or approval of, and in a writing or writings signed by all the Managers who would be entitled to vote at a meeting of the Managers held for such purpose, which writing or writings shall be filed with or entered upon the records of the Company. Written consent of all the Managers entitled to vote on any matter has the same force and effect as unanimous vote of such Managers.

OFFICERS

OFFICERS. The officers of the Company shall consist of a President, a Secretary, a Treasurer and such other officers as the Board of Managers may appoint. The officers shall be appointed by the Board of Managers and shall exercise such powers and perform such duties as are prescribed under this Agreement. Any number of offices may be held by the same person, as the Board of Managers may determine, except that no person may simultaneously hold the offices of President and Secretary. The initial officers shall be those persons indicated on Schedule III hereto.

DUTIES OF OFFICERS. The duties of the officers are as follows:

(a) Duties of President. The President shall be the chief executive officer of the Company and shall preside at all meetings of the Board and Members. He shall have general

and active management of the day to day business and affairs of the Company and shall see that all orders and resolutions of the Board of Managers are carried into effect. The President shall execute bonds, mortgages and other contracts except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Managers to some other officer or agent of the Company.

(b) Duties of Secretary. The Secretary shall attend all meetings of the Members of the Board of Managers and record all the proceedings of such meetings in a book to be kept for that purpose. Failure of the Secretary to attend any meeting of the Members or the Board shall not affect the validity of any action taken at such meeting. He shall give, or cause to be given, notice of all meetings of the Members and the Board of Managers and shall perform such other duties as may be prescribed by the Board of Managers or President.

(c) Duties of Treasurer. The Treasurer shall have the custody of the Company funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Board of Managers. The Treasurer shall disburse the funds of the Company as may be ordered by the Board of Managers, taking proper vouchers for such disbursements, and shall render to the President and the Board of Managers, at its regular meetings, or when the Board of Managers so requires, an account of all his transactions as Treasurer and of the financial condition of the Company. If required by the Board of Managers, the Treasurer shall give the Company a bond (which shall be renewed every six years) in such sum and with such surety or sureties as shall be satisfactory to the Board for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

TERM OF OFFICE. The officers shall hold office until their successors are appointed by the Board of Managers.

RESIGNATION. Any officer of the Company may resign at any time by giving written notice to the Board of Managers. The resignation of any officer shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice. The resignation of an officer who is also a Member shall not affect the officer's rights as a Member and shall not constitute a withdrawal of a Member.

REMOVAL. Any officer may be removed with or without cause by the affirmative vote of a majority of the Board of Managers. The removal of an officer who is also a Member shall not affect the officer's rights as a Member and shall not constitute a withdrawal of a Member.

VACANCIES. Any vacancy occurring in any office shall be filled by a majority vote of the Board of Managers. An officer elected to fill a vacancy shall hold office until the earlier of his death, resignation or removal.

OFFICER COMPENSATION. The officers shall not be entitled to any compensation, except by the affirmative vote or consent of a majority of the Board of Managers.

FINANCIAL MATTERS

ACCOUNTING METHODS. The Company books and records shall be prepared and maintained in accordance with generally accepted accounting principles, or such other method of accounting as determined to be appropriate by the Board of Managers, consistently applied, except that the Members' Capital Accounts shall be maintained as provided in this Agreement.

FISCAL YEAR. The fiscal year of the Company shall be the twelve calendar month period ending on December 31 in each year, except that the first year of the Company shall be that period (even if less than twelve months) beginning on the Original Effective Date and ending on the next following December 31, and the final year of the Company shall be that period beginning on January 1 of such year and ending on the date of cancellation of the Articles.

BANK ACCOUNTS. The Company may from time to time open bank accounts in the name of the Company. All funds of the Company shall be withdrawn on the signature of one (1) officer of the Company.

INDEMNIFICATION

(A) PROCEEDING OTHER THAN BY THE COMPANY. The Company shall indemnify or agree to indemnify any person who was or is a party, or who is threatened to be made a party, to any threatened, pending, or completed civil, criminal, administrative , or investigative action, suit, or proceeding, other than an action by or in the right of the Company, because he or she is or was a manager, member, partner, officer, employee, or agent of the Company or is or was serving at the request of the Company as a manager, director, trustee, officer, employee, or agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise. The Company shall indemnify or agree to indemnify a person in that position against expenses, including attorney's fees, judgments, fines, and amounts paid in settlement that actually and reasonably were incurred by him or her in connection with the action, suit, or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Company and, in connection with any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent does not create of itself a presumption that the person did not act in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Company and, in connection with any criminal action or proceeding, a presumption that he or she had reasonable cause to believe that his or her conduct was unlawful.

(B) PROCEEDING BY THE COMPANY. The Company shall indemnify or agree to indemnify any person who was or is a party or who is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Company to procure a judgment in its favor, because he or she is or was a manager, officer, employee, or agent of the Company or is or was serving at the request of the Company as a manager, member, partner, director, trustee, officer, employee, or agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise. The Company shall indemnify or agree to indemnify a person in that position against expenses, including attorney's fees, that were actually and reasonably incurred by him or her in connection with the defense or settlement of the action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Company, except that an indemnification shall not be made in respect of any claim, issue, or matter as to which the person is adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Company unless and only to the extent that the court of common pleas or the court in which the action or suit was brought determines, upon application, that, despite the adjudication of liability but in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnification for expenses that the court considers proper.

(C) AMOUNT OF INDEMNIFICATION. To the extent that a manager, officer, employee, or agent of the Company has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Paragraph (A) or (B) of this Section or has been successful in defense of any claim, issue, or matter in an action, suit, or proceeding referred to in those Paragraphs, he or she shall be indemnified against expenses, including attorney's fees, that were actually and reasonably incurred by him or her in connection with the action, suit, or proceeding.

(D) OTHER RIGHTS TO INDEMNIFICATION. The indemnification authorized by this Section is not exclusive of and shall be in addition to any other rights granted to those seeking indemnification under the operating agreement, any other agreement, a vote of Members or disinterested member of the Board of Managers of the Company, or otherwise, both as to action in their official capacities and as to action in another capacities while holding their offices or positions. The indemnification shall continue as to any person who has ceased to be a manager, officer, employee, or agent of the company and shall inure to the benefit of his heirs, executors, and administrators.

(E) INSURANCE OR FINANCIAL ARRANGEMENTS. The Company may purchase and maintain insurance or furnish similar protection, including, but not limited to, trust funds, letters of credit, or self-insurance, for or on behalf of any person who is or was a manager, member, partner, officer, employee, or agent of the Company or who is or was serving at the request of the Company as a manager, director, trustee, officer, employee, or agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise. The insurance or similar protection purchased or maintained for those persons may be for any liability asserted against them and incurred by them in any capacity described in this Paragraph (F) or for any liability arising out of their status as described in this Paragraph (F),

whether or not the Company would have the power to indemnify them against that liability under this Section. Insurance may be so purchased from or so maintained with a person in which the Company has a financial interest.

(F) ADVANCEMENT OF EXPENSES. Expenses, including attorney's fees, incurred by a director, trustee, officer, employee, member, manager, or agent in defending any action, suit, or proceeding referred to herein shall be paid by the Company as they are incurred, in advance of the final disposition of the action, suit, or proceeding upon receipt of an undertaking by or on behalf of the director, trustee, officer, employee, member, manager, or agent to repay such amount, if it ultimately is determined that he or she is not entitled to be indemnified by the Company.

(G) REPEAL OR MODIFICATION. Any repeal or modification of the foregoing indemnification provision by the Members or the Board of Managers of the Company shall not increase the personal liability of any member of the Board of Managers, officer or other person entitled to indemnification hereunder of the Company for any act or occurrence taking place prior to such repeal or modification, or otherwise adversely affect any right or protection of a manager or officer of the Company existing at the time of such repeal or modification.

SCHEDULE II - BOARD OF MANAGERS

L. Ross Love

Lovie L. Ross

Thomas Revely, III

J. Kenneth Blackwell

Rod Dammeyer

Peter Bynoe

John H. Wyant

SCHEDULE III - OFFICERS

L. Ross Love	Chief Executive Officer, President and Treasurer
Calvin D. Buford	Secretary

EXHIBIT 3.61

OPERATING AGREEMENT
OF
BLUE CHIP BROADCASTING LICENSES II, LTD.

A NEVADA LIMITED LIABILITY COMPANY

EFFECTIVE AS OF DECEMBER 23, 1999

OPERATING AGREEMENT
OF
BLUE CHIP BROADCASTING LICENSES II, LTD.

THE UNDERSIGNED is executing this Limited Liability Company Operating Agreement ("Agreement") for the purpose of forming a limited liability company (the "Company") pursuant to the provisions of the Nevada Limited Liability Company Act, NRS Chapter 86 (the "Nevada Act"), and does hereby certify and agree as follows:

1. Name: Formation. The name of the Company shall be Blue Chip Broadcasting Licenses II, Ltd., or such other name as the Members may from time to time hereafter designate. The Company shall be formed upon the execution and filing by any Member (each of which is hereby authorized to take such action) of Articles of Organization of the Company with the Secretary of State of the State of Nevada setting forth the information required by Section 86.161 of the Nevada Act.

2. Definitions: Rules of Construction. In addition to terms otherwise defined herein, the following terms are used herein as defined below:

"Bylaws" means the Bylaws attached hereto as Exhibit A.

"Capital Contribution" means, with respect to any Member, the amount of capital contributed by such Member to the Company in accordance with Section 8 hereof.

"Code" means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

"Effective Date" means the date of this Agreement.

"Event of Withdrawal of a Member" means the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a Member or the occurrence of any other event that terminates the continued membership of a Member in the Company.

"Initial Member" means Blue Chip Broadcasting. Inc., a Delaware corporation.

"Interest" means the ownership interest of a Member in the Company.

"Majority of the Members" means Members whose Interests aggregate to greater than 50 percent of the Interests of all Members.

"Members" means the Initial Member and all other persons or entities admitted as additional or substituted Members pursuant to this Agreement, so long as they remain Members. Reference to a "Member" means any one of the Members.

"Regulations" means the Income Tax Regulations, including Temporary Regulations, promulgated under the Code, as such may be amended from time to time (or any corresponding provisions of succeeding law).

Words used herein, regardless of the number and gender used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires, and, as used herein, unless the context clearly requires otherwise, the words "hereof," "herein," and "hereunder" and words of similar import shall refer to this Agreement as a whole and not to any particular provisions hereof.

The headings in this Agreement are inserted 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.

3. Purpose. The purpose of the Company shall be to engage in any lawful business that may be engaged in by a limited liability company organized under the Nevada Act, as such business activities may be determined by the Members from time to time.

4. Offices.

(a) The principal office of the Company, and such additional offices as the Members may determine to establish, shall be located at such place or places inside or outside the State of Nevada as the Members may designate from time to time.

(b) The registered office of the Company in the State of Nevada is located at One East First Street, Reno, Nevada 89501. The original registered agent of the Company for service of process is Corporation Trust Company of Nevada.

5. Members. The name and business or residence address of each Member of the Company are as set forth on Schedule I attached hereto, as the same may be amended from time to time.

6. Term. The Term of the Company shall commence on the Effective Date and shall continue until the Company shall be dissolved and its affairs wound up in accordance with Section 14 of this Agreement.

7. Management of the Company.

(a) The Board of Managers has the exclusive right to manage the Company's business. Accordingly, except as otherwise specifically limited in this Agreement or under applicable law, the Board of Managers shall: (i) manage the affairs and business of the Company; (ii) exercise the authority and powers granted to the Company; and (iii) otherwise act in all other matters on behalf of the Company. Except as expressly provided otherwise in this Agreement, the Board of Managers, at times acting through the Company's officers, shall take all actions which shall be necessary or appropriate to accomplish the Company's purposes in accordance with the terms of this Agreement, including without limitation the Bylaws.

(b) Except as to actions herein specified to be taken by the Members acting unanimously, the duties and powers of the Members may be exercised by a Majority of the Members (or by any Member acting pursuant to authority delegated by a Majority of the Members) in accordance with the terms of this Agreement, including without limitation the Bylaws.

(c) Any Member, authorized by all Members, may execute and file on behalf of the Company with the Secretary of State of the State of Nevada any amendments of the Articles of Organization, or one or more restated Articles of Organization and certificates of merger or consolidation and, upon the dissolution and completion of winding up of the Company as provided in the Nevada Act, a Certificate of Dissolution canceling the Company's Articles of Organization.

8. Capital Contributions; Capital Accounts, Administrative Matters.

(a) The Initial Member has contributed to the Company the consideration set forth on Schedule I hereto. Except as otherwise agreed by all Members, the Initial Member shall have no obligation to make any further capital contributions to the Company. Persons or entities hereafter admitted, in accordance with Section 11 hereof, as Members of the Company shall make such contributions of cash (or promissory obligations), property, or services to the Company as shall be determined by the Members, acting unanimously, at the time of each such admission.

(b) It is the intention of the Members that the Company, as an eligible entity with a single owner as defined under Section 301.7701-3 of the Regulations, shall be classified as an "association" (and thus a corporation under Section 301.7701-2(b)(2) of the Regulations) in

accordance with the election provided by Section 301,7701-3(c) of the Regulations.

9. Assignments of Company Interest.

(a) No Member may sell, assign, pledge, or otherwise transfer or encumber (collectively "transfer") all or any part of its Interest and no transferee of all or any part of an Interest shall be admitted as a substituted Member, without, in either event, either (i) having obtained the prior written consent of all other Members, or (ii) if there is only one Member, having executed a valid written assignment of all or any part of such Interest.

(b) The Members shall amend Schedule I hereto from time to time to reflect transfers made in accordance with, and as permitted under, this Section 9. Any purported transfer in violation of this Section 9 shall be null and void and shall not be recognized by the Company.

10. Withdrawal. No Member shall have the right to withdraw from the Company except (i) with the consent of all of the other Members and upon such terms and conditions as may be specifically agreed upon between such other Members and the withdrawing Member, or (ii) if there is only one Member, in accordance with the terms of the valid Written assignment of all or any part of an Interest. The provisions hereof with respect to distributions upon withdrawal are exclusive and no Member shall be entitled to claim any further or different distribution upon withdrawal under the Nevada Act or otherwise.

11. Additional Members. The Members, acting unanimously, shall have the right to admit additional Members upon such terms and conditions, at such time or times, and for such Capital Contributions as shall be determined by all of the Members; and in connection with any such admission, the Members shall amend Schedule I hereof to reflect the name, address, and Capital Contribution of the additional Member and any agreed upon changes in Interests.

12. Distributions. Distributions of cash or other assets of the Company shall be made at such times and in such amounts as the Board of Managers may determine.

13. Return of Capital. No Member shall have any liability for the return of any Member's Capital Contribution which Capital Contribution shall be payable solely from the assets of the Company at the absolute discretion of the Members, subject to the requirements of the Nevada Act.

14. Dissolution, The Company shall not be dissolved nor shall its affairs be wound up and terminated until the occurrence of either of the following:

(a) The determination of all of the Members to dissolve the Company; or

(b) The occurrence of any event causing a dissolution of the Company under the Nevada Act.

Upon the happening of (a) or (b) above, the Company shall be dissolved and its affairs wound up and terminated, subject to the provisions of Section 15 of this Agreement.

15. Continuation of the Company. Notwithstanding the provisions of Section 14(b) hereof, the occurrence of an Event of Withdrawal of a Member shall not dissolve the Company if within ninety (90) days after the occurrence of such event of withdrawal the business of the Company is continued by the agreement of all remaining Members.

16. Limitation on Liability. The debts, obligations, and liabilities of the Company, whether arising in contract, tort, or otherwise, shall be solely the debts, obligations, and liabilities of the Company, and no Member of the Company shall be obligated personally for any such debt, obligation, or liability of the Company solely by reason of being a Member.

17. Amendments. This Agreement may be amended only upon the written consent of all Members.

18. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Nevada without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Nevada or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Nevada.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of December 23, 1999.

MEMBER:

BLUE CHIP BROADCASTING, INC.

By: /s/ L. Ross Love

L. Ross Love, President

SCHEDULE I

Name & Address	Capital Contribution	Interest
Blue Chip Broadcasting, Inc. 1821 Summit Road, Suite 401 Cincinnati, Ohio 45237	$100	100%

EXHIBIT A

BYLAWS OF BLUE CHIP BROADCASTING LICENSES II, LTD.

Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Operating Agreement of Blue Chip Broadcasting Licenses II, Ltd.

MEMBERS

MEETINGS OF MEMBERS

LOCATION OF MEETINGS. Meetings of the Members shall be held at the principal office of the Company or at such other place, either within or without Nevada, as specified from time to time by the Board of Managers.

MEETINGS. Meetings of the Members, for any purpose or purposes, may be called upon the request of the officers or upon the request of not less than 25% of all the Members (based on their Membership Interests) then entitled to vote at the meeting.

NOTICE OF MEETINGS. Notice of each meeting of Members stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called, shall be given to each Member entitled to vote at such meeting not less than three (3) nor more than sixty (60) days before the date of the meeting:

WAIVER OF NOTICE. Notice of the time, place and purposes of any meeting of Members may be waived in writing by any Member, either before, during or after such meeting. Such writing shall be filed with or entered upon the records of the meeting. Attendance of a Member at a meeting shall constitute a waiver of notice of such meeting, except when the Member attends a meeting for the express and exclusive purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting was not lawfully called or convened.

PROXIES. At all meetings of Members, a Member may vote in person or by proxy executed in writing by a Member or such Member's duly authorized attorney-in fact. Such proxy shall be filed with the Company before or at the time of the meeting. No proxy shall be valid after three (3) months from the date of its execution, unless otherwise provided in the proxy. Every appointment of a proxy shall be revocable.

ACTION BY MEMBERS WITHOUT A MEETING. Any action that may be authorized or taken at a meeting by the Members may be authorized or taken without a meeting with the affirmative vote or approval of, and in a writing or writings signed by, all the Members who would be

entitled to vote at a meeting of the Members held for such purpose, which writing or writings shall be filed with or entered upon the records of the Company. Written consent of all the Members entitled to vote on any matter has the same force and effect as a unanimous vote of such Members.

TELEPHONIC MEETINGS. The Members may participate in and act at any meeting of Members through the use of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such meeting shall constitute attendance and presence in person at the meeting of the person or persons so participating.

BOARD OF MANAGERS

The Board of Managers shall be composed of not less than one (1) nor more than nine (9) Managers. The initial number of Managers shall be one (1). The initial Manager shall be the person indicated on Schedule II hereto.

APPOINTMENT. The Managers will be elected by the affirmative vote of a Majority of the Members.

TENURE. Each Manager shall serve as a Manager for an indefinite period of term of years and until his or her successor shall have been appointed, or until his or her earlier resignation, death or removal from office.

RESIGNATION. Each Manager of the Company may resign at any time by giving written notice to the Members. The resignation of a Manager shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice. The resignation of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member.

REMOVAL. Each Manager may be removed with or without cause by the affirmative vote of a Majority of the Members. The removal of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member.

VACANCY. Any vacancy occurring in the position of Manager shall be filled by the affirmative vote of a Majority of the Members.

MANAGER COMPENSATION. No Manager shall be entitled to any compensation, except by the affirmative vote of a Majority of the Members. The Company shall promptly reimburse each Manager for the reasonable out of pocket costs and expenses incurred by such Manager (including airfare, meals, lodging and other travel related expenses) in connection with the performance of its duties as Manager, including attendance at meetings of the Board of Managers.

QUORUM. Business may be conducted at a meeting of the Board of Managers only if a quorum of the Board of Managers is present. A quorum of the Board of Managers shall be achieved only if a majority of the Board of Managers is present, in person or by proxy, at a meeting of the Board.

MEETINGS OF BOARD OF MANAGERS

TIME OF MEETING. The Board of Managers shall meet at the Principal Office of the Company at least quarterly. The Board of Managers shall have the authority to set the time and place of their said meeting by resolution.

CALL AND NOTICE. Meetings of the Board of Managers other than the quarterly meeting may be called at any time by the President and shall be called by the President upon the request of the lesser of two (2) or all of the Managers. Such meetings may be held at any place within or without the State of Ohio. Regular meetings shall be held on not less than twenty (20) business days prior notice. Any meeting at which all of the Managers are present shall be a valid meeting whether notice thereof was given or not and any business may be transacted at such a meeting.

MEETINGS. Meetings of the Managers, and meetings of any committee thereof, may be held through the use of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such meeting shall constitute attendance and presence in person at the meeting of the person or persons so participating.

VOTING. The act of at least a majority vote of the Managers shall be the act of the Managers unless otherwise specifically provided by law, the Articles or this Agreement.

ACTION BY MANAGERS WITHOUT A MEETING. Any action that may be authorized or taken at a meeting by the Managers may be authorized or taken without a meeting with the affirmative vote or approval of, and in a writing or writings signed by all the Managers who would be entitled to vote at a meeting of the Managers held for such purpose, which writing or writings shall be filed with or entered upon the records of the Company. Written consent of all the Managers entitled to vote on any matter has the same force and effect as unanimous vote of such Managers.

OFFICERS

OFFICERS. The officers of the Company shall consist of a President, a Secretary, a Treasurer and such other officers as the Board of Managers may appoint. The officers shall be appointed by the Board of Managers and shall exercise such powers and perform such duties as are prescribed under this Agreement. Any number of offices may be held by the same person, as the Board of Managers may determine, except that no person may simultaneously hold the offices of President and Secretary. The initial officers shall be those persons indicated on Schedule III hereto.

DUTIES OF OFFICERS. The duties of the officers are as follows:

(a) Duties of President. The President shall be the chief executive officer of the Company and shall preside at all meetings of the Board and Members. He shall have general and active management of the day to day business and affairs of the Company and shall see that all orders and resolutions of the Board of Managers are carried into effect. The President shall execute bonds, mortgages and other contracts except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Managers to some other officer or agent of the Company.

(b) Duties of Secretary. The Secretary shall attend all meetings of the Members of the Board of Managers and record all the proceedings of such meetings in a book to be kept for that purpose. Failure of the Secretary to attend any meeting of the Members or the Board shall not affect the validity of any action taken at such meeting. He shall give, or cause to be given, notice of all meetings of the Members and the Board of Managers and shall perform such other duties as may be prescribed by the Board of Managers or President.

(c) Duties of Treasurer. The Treasurer shall have the custody of the Company funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Board of Managers. The Treasurer shall disburse the funds of the Company as may be ordered by the Board of Managers, taking proper vouchers for such disbursements, and shall render to the President and the Board of Managers, at its regular meetings, or when the Board of Managers so requires, an account of all his transactions as Treasurer and of the financial condition of the Company. If required by the Board of Managers, the Treasurer shall give the Company a bond (which shall be renewed every six years) in such sum and with such surety or sureties as shall be satisfactory to the Board for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

TERM OF OFFICE. The officers shall hold office until their successors are appointed by the Board of Managers.

RESIGNATION. Any officer of the Company may resign at any time by giving written notice to the Board of Managers. The resignation of any officer shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice. The resignation of an officer who is also a Member shall not affect the officer's rights as a Member and shall not constitute a withdrawal of a Member.

REMOVAL. Any officer may be removed with or without cause by the affirmative vote of a majority of the Board of Managers. The removal of an officer who is also a Member shall not affect the officer's rights as a Member and shall not constitute a withdrawal of a Member.

VACANCIES. Any vacancy occurring in any office shall be filled by a majority vote of the Board of Managers. An officer elected to fill a vacancy shall hold office until the earlier of his death, resignation or removal.

OFFICER COMPENSATION. The officers shall not be entitled to any compensation, except by the affirmative vote of a majority of the Board of Managers.

FINANCIAL MATTERS

ACCOUNTING METHODS. The Company books and records shall be prepared and maintained in accordance with generally accepted accounting principles, or such other method of accounting as determined to be appropriate by the Board of Managers, consistently applied, except that the Members' Capital Accounts shall be maintained as provided in this Agreement.

FISCAL YEAR. The fiscal year of the Company shall be the twelve calendar month period ending on December 31 in each year, except that the first year of the Company shall be that period (even if less than twelve months) beginning on the Original Effective Date and ending on the next following December 31, and the final year of the Company shall be that period beginning on January 1 of such year and ending on the date of cancellation of the Articles.

BANK ACCOUNTS. The Company may from time to time open bank accounts in the name of the Company. All funds of the Company shall be withdrawn on the signature of one (1) officer of the Company.

INDEMNIFICATION

PROCEEDING OTHER THAN BY THE COMPANY. The Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, except an action by or in the right of the Company, by reason of the fact that he or she is or was a manager, member, employee or agent of the Company, or is or was serving at the request of the Company as a manager, member, employee or agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorney's fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suit or proceeding if he or she acted in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, does not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Company, and that, with respect to any

criminal action or proceeding, he or she had reasonable cause to believe that his or her conduct was unlawful.

PROCEEDING BY THE COMPANY. The Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Company to procure a judgment in its favor by reason of the fact that he or she is or was a manager, member, employee or agent of the Company, or is or was serving at the request of the Company as a manager, member, employee or agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise against expenses, including amounts paid in settlement and attorney's fees actually and reasonably incurred by him or her in connection with the defense or settlement of the action or suit if he or she acted in good faith and in a manner in which he or she reasonably believed to be in or not opposed to the best interests of the Company. Indemnification may not be made for any claim, issue or matter as to which such a person has been adjudged by a court of competent jurisdiction, after exhaustion of all appeals therefrom, to be liable to the Company or for amounts paid in settlement to the Company, unless and only to the extent that the court in which the action or suit was brought or other court of competent jurisdiction determines upon application that in view of all the circumstances of the case, he or she is fairly and reasonably entitled to indemnity for such expenses as the court deems proper.

SCOPE; AUTHORIZATION. To the extent that a manager, member, employee or agent of the Company has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, the Company shall indemnify him or her against expenses, including attorney's fees, actually and reasonably incurred by him or her in connection with the defense.

ADVANCEMENT OF EXPENSES. The Company shall pay the expenses of members and managers incurred in defending a civil or criminal action, suit or proceeding as they are incurred and in advance of the final disposition of the action, suit or proceeding, upon receipt of an undertaking by or on behalf of the manager or member to repay the amount if it is ultimately determined by a court of competent jurisdiction that he or she is not entitled to be indemnified by the Company. This provision does not affect any rights to advancement of expenses to which personnel of the Company other than managers or members may be entitled under any contract or otherwise by law.

MAINTENANCE OF INSURANCE OR OTHER FINANCIAL ARRANGEMENTS. The Company may purchase and maintain insurance or make other financial arrangements on behalf of any person who is or was a member, manager, employee or agent of the Company, or is or was serving at the request of the Company as a manager, member, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise for any liability asserted against him and liability and expenses incurred by him in his capacity as a manager, member, employee or agent, or arising out of his status as such, whether or not the Company has the authority to indemnify him against such liability and expenses.

Such financial arrangements may include: the creation of a trust fund; the establishment of a program of self-insurance; the securing of its obligation of indemnification by granting a security interest or other lien on any assets of the Company; or the establishment of a letter of credit, guaranty or surety. No financial arrangement may, however, provide protection for a person adjudged by a court of competent jurisdiction, after exhaustion of all appeals therefrom, to be liable for intentional misconduct, fraud or a knowing violation of law, except with respect to the advancement of expenses or indemnification ordered by a court.

Any such insurance or other financial arrangement made on behalf of a person may be provided by the Company or any other person approved by the managers, if any, or by the members, if no managers exist, even if all or part of the other person's member's interest in the Company is owned by the Company.

The decision of the Company as to the propriety of the terms and conditions of any insurance or other financial arrangement and the choice of the person to provide the insurance or other financial arrangement is conclusive. The insurance or other financial arrangement is not void or voidable and does not subject any manager or member approving it to personal liability for his action, even if a manager or member approving the insurance or other financial arrangement is a beneficiary of the insurance or other financial arrangement.

REPEAL OR MODIFICATION. Any repeal or modification of the foregoing indemnification provision by the Members or the Board of Managers of the Company shall not increase the personal liability of any member of the Board of Managers, officer or other person entitled to indemnification hereunder of the Company for any act or occurrence taking place prior to such repeal or modification, or otherwise adversely affect any right or protection of a manager or officer of the Company existing at the time of such repeal or modification.

SCHEDULE II - BOARD OF MANAGERS

L. Ross Love

SCHEDULE III - OFFICERS

L. Ross Love	Chief Executive Officer and President
Paul Solomon	Vice President - General Counsel and Secretary
Geoffrey Morgan	Chief Financial Officer and Treasurer

EXHIBIT 3.62

LIMITED PARTNERSHIP AGREEMENT

OF

RADIO ONE OF TEXAS, L.P.

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Exhibit "3.02" List of Property and Value Thereof
Exhibit "11.01" Special Power of Attorney

LIMITED PARTNERSHIP AGREEMENT

OF

RADIO ONE OF TEXAS, L.P.

THIS LIMITED PARTNERSHIP AGREEMENT (the "Agreement"), is hereby made and entered into effective the 17th day of December, 2001, by:

1. Radio One of Texas I, LLC, a Delaware limited liability company (hereinafter referred to as the "General Partner"); and

2. Radio One of Texas II, LLC, a Delaware limited liability company, and those limited partners who sign a "Limited Partner Signature Page" to this Agreement (hereinafter referred to collectively as the "Limited Partners" and separately as a "Limited Partner").

All General Partners and Limited Partners (hereinafter referred to collectively as the "Partners" and separately as a "Partner"), desiring to form a limited partnership under the provisions and conditions of Delaware State Law ("Delaware Law"), hereby state, confirm and agree as follows:

WITNESSETH:

ARTICLE ONE

NAME OF PARTNERSHIP, PLACE,
CHARACTER OF BUSINESS AND INTEREST

Section 1.01. Name. The name of the partnership shall be RADIO ONE OF TEXAS, L.P. (hereinafter referred to as the "Partnership").

Section 1.02. Registered Office and Place of Business. The registered office shall be: 24 Greenway Plaza, Suite 1508, Houston, Texas 77046, or at such other place within or without the State of Texas as may from time to time be determined by Partnership Action as defined in Section 12.02 below. The place of business of the Partnership shall be at the registered office, or at such other place or places within or without the State of Texas as may from time to time be determined by Partnership Action.

Section 1.03. Character of Business. The Partnership is formed for the principal purpose of owning and operating radio stations and any activities that are incidental or related to that business. To those ends, the Partnership may acquire, finance or otherwise deal with real and personal property or the proceeds thereof. In addition, this Partnership may undertake any other lawful act or engage in any other business or venture permitted under the Act as may from time

to time be determined by partnership Action.

Section 1.04. Interest in Partnership. The units of Partnership capital held by either General or Limited Partners of the Partnership shall be personal property for all purposes. All property owned by the Partnership, including, but not limited to, real and personal property and tangible and intangible property, shall be deemed to be owned by the Partnership as an entity, and no Partner, individually or otherwise, shall have any ownership interest in such property.

ARTICLE TWO

TERM OF PARTNERSHIP

Section 2.01. Term of Partnership. The Partnership shall be formed at the time of the filing of the initial Certificate of Limited Partnership of the Partnership in the office of the Secretary of State of the State of Delaware (or at any later time specified in the initial Certificate of Limited Partnership), and shall continue until dissolved pursuant to the provisions of Article Eight below.

Section 2.02. Wind-Up. Upon dissolution of the Partnership, the business shall be wound up and the remaining property of the Partnership shall be distributed and applied as provided in Article Eight below.

CAPITAL CONTRIBUTIONS AND CAPITAL UNITS

Section 3.01. Partnership Capital. The capital of the Partnership shall consist of 100 partnership units. A Partner may be both a General Partner and a Limited Partner of the Partnership. Although accounts shall be maintained separately for each General Partner and for each Limited Partner, the combined accounts of any Partner shall constitute his single capital account maintained as required under Treas. Reg. Section 1.704-1(b).

Section 3.02. Capital Contributions. Each of the Partners shall contribute to the initial capital of the Partnership and the initial capital accounts of each Partner shall equal the amount specified opposite the Partner's name in cash or the fair market value of property (net of liabilities securing such contributed property that the Partnership is considered to assume or take subject to under Section 752 of the Internal Revenue Code of 1986, as amended (the "Code")). For each One Hundred Dollars ($100.00) of value contributed to the Partnership upon its formation, each Partner shall be allocated one (1) Partnership unit. Each of the Partners shall be allocated the number of units of Partnership capital specified below:

	Contribution	Units	Ownership Percentage
GENERAL PARTNERS			
Radio One of Texas I, LLC	$ 100.00	1	1%
LIMITED PARTNERS			
Radio One of Texas II, LLC	$ 9,900.00	99	99%
TOTALS	$ 10,000.00	100	100%

The initial capital accounts of such Partners shall be credited accordingly. A list of all property which is contributed pursuant to this Section 3.02 and value thereof shall be shown on Exhibit "3.02" which is attached hereto and incorporated herein by reference.

Section 3.03. Liability of Partners. In addition to a Partner's capital contribution, each General Partner shall be personally liable for the obligations of the Partnership. Such liability as between General Partners shall be in the proportion which the number of capital units held by each General Partner bears to the total number of capital units held by all General Partners at that time. Except as otherwise provided in this Agreement, a Limited Partner's liability for the obligations of the Partnership shall be limited to the aggregate amount of the Limited Partner's agreed upon contribution to the Partnership.

Section 3.04. Return of Contribution. No Partner General or Limited, shall have any right to the return or withdrawal of said Partner's capital contributions, until termination of the Partnership, unless such withdrawal is consented to by all other Partners or otherwise provided for herein or by law. Except as otherwise provided in this Agreement, the General Partners shall not be personally liable for the return of all or any portion of the contributions of the Limited Partners, it being understood and agreed that any such return shall be made solely from Partnership assets.

Section 3.05. Capital Accounts. The appropriate capital account of each Partner shall be determined and maintained in accordance with the rules of Treas. Reg. Section 1.704-1(b)(2)(iv) and the appropriate initial capital account of each Partner shall be increased by (a) the amount of each Partner's additional cash capital contribution, (b) the fair market value of any additional property contributed by the Partner to the Partnership (net of liabilities securing such contributed property that the Partnership is considered to assume or take subject to under Section 752 of the Code) and (c) allocations to the Partner of Partnership income and gain (or items thereof, including income and gain exempt from tax and income and gain described in Treas. Reg. Section

1.704-1(b)(2)(iv)(g), but excluding income and gain described in Treas. Reg. Section 1.704-1(b)(4)(i); and decreased by (d) the amount of cash distributed to the Partner by the Partnership, (e) the fair market value of property distributed to the Partner by the Partnership (net of liabilities securing such distributed property that such Partner is considered to assume or take subject to under Section 752 of the Code), (f) allocations to the Partner of expenditures of the Partnership described in Section 705(a)(2)(B) of the Code, and (g) allocations of Partnership loss and deduction (or item thereof), including loss and deduction described in Treas. Reg. Section 1.704-1(b)(2)(iv)(g), but excluding items described in subparagraph (f) of this Section and loss or deduction described in Treas. Reg. Section 1.704-1(b)(4)(i) or (iii); provided, however, that each Partner's capital account shall be otherwise adjusted as required by Treas. Reg. Section 1.704-1(b)(2)(iv). Each Partner who has more than one interest in the Partnership shall have a single capital account that reflects all such interests as required by Treas. Reg. Section 1.704-1(b).

Section 3.06. Capital Account Restatement. The appropriate capital accounts of the Partners shall be restated in the event that additional contributions are made to the Partnership, Partnership property is distributed to a Partner, a new Partner is admitted to the Partnership, a Partner withdraws from the Partnership, the Partnership is dissolved or in any other event as the General Partners deem appropriate; provided, however, that a capital account restatement shall be effected in such manner and at such time as required by Section 704(b) of the Code. The appropriate capital accounts shall be restated by (a) determining the fair market value of all Partnership assets (taking Section 7701(g) of the Code into account) as of the date of such restatement, (b) allocating any unrealized income, gain, loss or deduction inherent in such assets (that has not been reflected previously in the capital accounts) among the Partners as if there were a taxable disposition of such assets for their fair market value as of the date of such restatement, (c) making any adjustment required in accordance with Treas. Reg. Section 1.704-1(b)(2)(iv)(g) for allocations to the Partners of depreciation, depletion, amortization and gain or loss, as computed for book purposes, with respect to such assets, and (d) determining the Partner's distributive share of depreciation, depletion amortization, and gain or loss, as computed for tax purposes, with respect to such assets so as to take into account the variation between the adjusted tax basis and Book Value (as defined in Section 12.17) of such property in the same manner as required by Section 704(c) of the Code.

Section 3.07. Deficit Capital Accounts. A deficit in the capital account of a General Partner (but not a Limited Partner) shall be deemed to create a debt from such General Partner to the Partnership in the event of the dissolution of the Partnership as provided in Article Eight below.

ARTICLE FOUR

ALLOCATION OF INCOME, GAIN, LOSS, DEDUCTION AND CREDIT

Section 4.01. Net Income and Net Loss. The terms "Net Income" or "Net Loss," as the case may be, of the Partnership shall mean the Partnership's taxable income or taxable loss for Federal income taxation purposes as determined by the accountants then employed by the Partnership in accordance with Section 703(a) of the Code, with the items required to be separately stated by Section 703(a)(1) of the Code combined into a single net amount; provided, however, that in the event the taxable income or taxable loss of the Partnership for such fiscal year is later adjusted in any manner, as a result of an audit by the Internal Revenue Service (the "Service") or otherwise, then the taxable income or taxable loss of the Partnership shall be adjusted to the same extent. "Net Income" and "Net Loss" shall be further adjusted as follows:

a. "Net Income" and "Net Loss," as the case may be, shall be adjusted to treat items of tax-exempt income described in Section 705(a)(1)(B) of the Code as items of gross income, and to treat as deductible items all non-deductible, non-capital expenditures described in Section 705(a)(2)(B) of the Code, including any items treated under Treas. Reg. Section 1.704-1(b)(2)(iv) as items described in Section 705(a)(2)(B) of the Code.

b. In lieu of depreciation, depletion, cost recovery and amortization deductions allowable for Federal income taxation purposes to the Partnership with respect to property contributed to the Partnership by a Partner, there shall be taken into account an amount equal to the product derived by multiplying the Book Value (as defined in Section 12.17) of such property at the beginning of such fiscal year by a fraction, the numerator of which is the amount of depreciation, depletion, cost recovery or amortization deductions allowable with respect to such property for Federal income taxation purposes and the denominator of which is the adjusted basis for Federal income taxation purposes of such property at the beginning of such fiscal year.

c. In lieu of actual gain or loss recognized by the Partnership for Federal income taxation purposes as a result of the sale or other disposition of property of the Partnership, there shall be taken into account the gain or loss that would have been recognized by the Partnership for Federal income taxation purposes if the Book Value (as defined in Section 12.17) of such property as of the date sold or otherwise disposed of by the Partnership were its adjusted basis for Federal income taxation purposes.

Section 4.02. Allocation of Net Income and Net Loss. After giving effect to the special allocations set forth in Sections 4.03, 4.04 and 4.06 hereof:

a. Net Income. Net Income for the fiscal year shall be allocated in the following order of priority:

i. First, one hundred percent (100%) to the General Partners, in proportion to which the number of capital units held by each General Partner bears to the total number of capital units held by all General Partners, until aggregate Net Income allocated to the General Partners under this Section 4.02(a)(i) for such fiscal year and all previous fiscal years is equal to the aggregate losses allocated to the General Partners pursuant to Section 4.02(b)(ii) for all prior fiscal years; and

ii. Second, the balance, if any, to all Partners, in proportion to which the number of capital units held by each Partner bears to the total number of capital units held by all Partners.

b. Net Loss. Net Loss for the fiscal year shall be allocated in the following order of priority:

i. First, one hundred percent (100%) shall be allocated among all the Partners, in proportion to which the number of capital units held by each Partner bears to the total number of capital units held by all Partners, to the extent that such allocation would not cause the Limited Partners to have Adjusted Capital Account Deficits at the end of such fiscal year; and

ii. Second, the balance, if any, shall be allocated among all the General Partners, in proportion to which the number of capital units held by each General Partner bears to the total number of capital units held by all General Partners.

Section 4.03. Special Allocations. The following special allocations shall be made in the following order:

a. Minimum Gain Chargeback. Notwithstanding any other provision of this Article Four, if there is a net decrease in Partnership Minimum Gain during any Partnership fiscal year, each General Partner, Limited Partner and assignee or transferee of a partnership interest shall be specially allocated items of Partnership income and gain for such fiscal year (and, if necessary, subsequent years) in an amount equal to the greater of (i) the portion of such General Partner's, Limited Partner's or assignee's or transferee's share of the net decrease in Partnership Minimum Gain, determined in accordance with Treas. Reg. Section

1.704-2(g)(1) that is allocable to the disposition of Partnership property subject to nonrecourse liabilities (as defined in Treas. Reg. Section 1.704-2(b)(3)), determined in accordance with Treas. Reg. Section 1.704-2(d), or (ii) if such General Partner, Limited Partner or assignee or transferee of a partnership interest would otherwise have an Adjusted Capital Account Deficit at the end of such year, an amount sufficient to eliminate such Adjusted Capital Account Deficit. Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each General Partner, Limited Partner and assignee or transferee of a partnership interest pursuant thereto. The items to be so allocated shall be determined in accordance with Treas. Reg. Section 1.704-2(f). This Section 4.03(a) is intended to comply with the minimum gain chargeback requirement in such Section of the Regulations and shall be interpreted consistently therewith. To the extent permitted by such Section and only for the purposes of this Section 4.03(a), each General Partner's, Limited Partner's and assignee's or transferee's Adjusted Capital Account Deficit shall be determined prior to any other allocations pursuant to this Article Four with respect to such fiscal year and without regard to any net decrease in Partner Minimum Gain during such fiscal year.

b. Partner Minimum Gain Chargeback. Notwithstanding any other provision of this Article Four except Section 4.03(a), if there is a net decrease in Partner Minimum Gain attributable to a Partner Nonrecourse Debt during any Partnership fiscal year, each General Partner, Limited Partner or assignee or transferee of a partnership interest who has a share of the Partner Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Treas. Reg. Section 1.704-2(i)(5), shall be specially allocated items of Partnership income and gain for such year (and, if necessary, subsequent years) in an amount equal to the greater of (i) the portion of such General Partner's, Limited Partner's or assignee's or transferee's share of the net decrease in Partner Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Treas. Reg. Section 1.704-2(i)(5), that is allocable to the disposition of Partnership property subject to such Partner Nonrecourse Debt, determined in accordance with Treas. Reg. Section 1.704-2(i)(4), or (ii) if such General Partner, Limited Partner or assignee or transferee of a partnership interest would otherwise have an Adjusted Capital Account Deficit at the end of such year, an amount sufficient to eliminate such Adjusted Capital Account Deficit. Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each General Partner, Limited Partner and assignee or transferee of a partnership interest pursuant thereto. The items to be so allocated shall be determined in accordance with Treas. Reg. Section 1.704-2(i)(4). This Section 4.03(b) is intended to comply with the minimum gain chargeback requirement in such Section and shall be interpreted consistently therewith. Solely for the purposes of this Section 4.03(b), each General Partner's, Limited Partner's, assignee's or transferee's Adjusted Capital Account Deficit shall be determined prior to any other allocations pursuant to this Article Four with respect to such fiscal year, other

than allocations pursuant to Section 4.03(a) hereof.

c. Qualified Income Offset. In the event any Limited Partner or assignee or transferee of a limited partnership interest unexpectedly receives any adjustments, allocations, or distributions described in Treas. Reg. Section 1.704 1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), or 1.704-1(b)(2)(ii)(d)(6), items of Partnership income and gain shall be specially allocated to each such Limited Partner or assignee or transferee of a limited partnership interest in an amount and manner sufficient to eliminate, to the extent required by Treas. Reg. Section 1.704-1(b)(2)(ii)(d), the Adjusted Capital Account Deficit of such Limited Partner or assignee or transferee of a limited partnership interest as quickly as possible, provided that an allocation pursuant to this Section 4.03(c) shall be made only if and to the extent that such Limited Partner or assignee or transferee of a limited partnership interest would have an Adjusted Capital Account Deficit after all other allocations provided for in this Article Four have been tentatively made as if this Section 4.03(c) were not in the Agreement.

d. Gross Income Allocation. In the event any Limited Partner or assignee or transferee of a limited partnership interest has a deficit capital account at the end of any Partnership fiscal year which is in excess of the sum of (i) the amount such Limited Partner or assignee or transferee of a limited partnership interest is obligated to restore pursuant to any provision of this Agreement, and (ii) the amount such Limited Partner or assignee or transferee of a limited partnership interest is deemed to be obligated to restore pursuant to the penultimate sentences of Treas. Regs. Sections 1.704 2(g)(1) and 1.704-2(i)(5), each such Limited Partner or assignee or transferee of a limited partnership interest shall be specially allocated items of Partnership income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 4.03(d) shall be made only if and to the extent that such Limited Partner or assignee or transferee of a limited partnership interest would have a deficit capital account in excess of such sum after all other allocations provided for in this Article Four have been tentatively made as if Section 4.03(c) above and this Section 4.03(d) were not in the Agreement.

e. Nonrecourse Deductions. Nonrecourse Deductions for any fiscal year or other period shall be specially allocated as provided in Section 4.02(a)(ii) above,

f. Partner Loan Nonrecourse Deductions. Any Partner Loan Nonrecourse Deductions for any fiscal year or other period shall be specially allocated to the Partner or assignee or transferee of a partnership interest who bears the economic risk of loss with respect to the Partner Nonrecourse Debt to which such Partner Loan Nonrecourse Deductions are attributable in accordance with Treas. Reg. Section 1.704-2(i).

g. Section 754 Adjustments. To the extent Treas. Reg. Section 1.704 -(b)(2)(iv)(m) requires an adjustment to the adjusted tax basis of any Partnership asset pursuant to Code Section 734(b) or Code Section 743(b) to be taken into account in determining capital accounts, the amount of such adjustment to the capital accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Partners and assignees or transferees of a partnership interest in a manner consistent with the manner in which their capital accounts are required to be adjusted pursuant to such Section of the Regulations.

Section 4.04. Curative Allocations

a. The "Regulatory Allocations" consist of the "Basic Regulatory Allocations," as defined in Section 4.04(b) hereof, the "Nonrecourse Regulatory Allocations," as defined in Section 4.04(c) hereof, and the "Partner Nonrecourse Regulatory Allocations," as defined in Section 4.04(d) hereof.

b. The "Basic Regulatory Allocations" consist of (i) allocations pursuant to Section 4.02(b)(ii) hereof, and (ii) allocations pursuant to Sections 4.03(c), 4.03(d), and 4.03(g) hereof. Notwithstanding any other provision of this Agreement, other than the Regulatory Allocations, the Basic Regulatory Allocations shall be taken into account in allocating items of income, gain, loss and deduction among the General Partners, Limited Partners and assignees or transferees of a partnership interest so that, to the extent possible, the net amount of such allocations of other items and the Basic Regulatory Allocations to each General Partner, Limited Partner and assignee or transferee of a partnership interest shall be equal to the net amount that would have been allocated to each such General Partner, Limited Partner and assignee or transferee of a partnership interest if the Basic Regulatory Allocations had not occurred. For purposes of applying the foregoing sentence, allocations pursuant to this Section 4.04(b) shall only be made with respect to allocations pursuant to Section 4.03(g) hereof to the extent the General Partner or General Partners reasonably determine that such allocations will otherwise be inconsistent with the economic agreement among the parties to this Agreement.

c. The "Nonrecourse Regulatory Allocations" consist of all allocations pursuant to Sections 4.03(a) and 4.03(e) hereof. Notwithstanding any other provision of this Agreement, other than the Regulatory Allocations, the Nonrecourse Regulatory Allocations shall be taken into account in allocating items of income, gain, loss and deduction among the General Partners, Limited Partners and assignees or transferees of a partnership interest so that, to the extent possible, the net amount of such allocations of other items and the Nonrecourse Regulatory Allocations to each General Partner, Limited Partner and assignee or transferee of a partnership interest shall be equal to the net amount that would have been allocated to each such General Partner, Limited Partner and assignee or transferee of a partnership

interest if the Nonrecourse Regulatory Allocations had not occurred. For purposes of applying the foregoing sentence (i) no allocations pursuant to this Section 4.04(c) shall be made prior to the Partnership fiscal year during which there is a net decrease in Partnership Minimum Gain, and then only to the extent necessary to avoid any potential economic distortions caused by such net decrease in Partnership Minimum Gain, and (ii) allocations pursuant to this Section 4.04(c) shall be deferred with respect to allocations pursuant to Section 4.03(e) hereof to the extent the General Partner or General Partners reasonably determine that such allocations are likely to be offset by subsequent allocations pursuant to Section 4.03(a) hereof.

d. The "Partner Nonrecourse Regulatory Allocations" consist of all allocations pursuant to Sections 4.03(b) and 4.03(f) hereof. Notwithstanding any other provision of this Agreement, other than the Regulatory Allocations, the Partner Nonrecourse Regulatory Allocations shall be taken into account in allocating items of income, gain, loss and deduction among the General Partners, Limited Partners and assignees or transferees of a partnership interest so that, to the extent possible, the net amount of such allocations of other items and the Partner Nonrecourse Regulatory Allocations to each General Partner, Limited Partner and assignee or transferee of a partnership interest shall be equal to the net amount that would have been allocated to each such General Partner, Limited Partner and assignee or transferee of a partnership interest if the Partner Nonrecourse Regulatory Allocation had not occurred. For purposes of applying the foregoing sentence (i) no allocations pursuant to this Section 4.04(d) shall be made with respect to allocations pursuant to Section 4.03(f) relating to a particular Partner Nonrecourse Debt prior to the Partnership fiscal year during which there is a net decrease in Partner Minimum Gain attributable to such Partner Nonrecourse Debt, and then only to the extent necessary to avoid any potential economic distortions caused by such net decrease in Partner Minimum Gain, and (ii) allocations pursuant to this Section 4.04(d) shall be deferred with respect to allocations pursuant to Section 4.03(f) hereof relating to a particular Partner Nonrecourse Debt to the extent the General Partner or General Partners reasonably determine that such allocations are likely to be offset by subsequent allocations pursuant to Section 4.03(b) hereof.

e. The General Partner or General Partners shall have reasonable discretion, with respect to each Partnership fiscal year, to (i) apply the provisions of Sections 4.04(b), 4.04(c) and 4.04(d) hereof in whatever order is likely to minimize the economic distortions that might otherwise result from the Regulatory Allocations, and (ii) divide all allocations pursuant to Section 4.04(b), 4.04(c) and 4.04(d) hereof among the Partners in a manner that is likely to minimize such economic distortions.

Section 4.05. Effects of Varying General and Limited Partnership Interests During a Partnership Year. In the event a Partner's interest as a General or Limited Partner varies during any fiscal year of the Partnership (whether by reason of withdrawal, additional capital contributions or otherwise), Net Income and Net Loss shall be computed and allocated in accordance with this Agreement as if periods between such variations were each a separate fiscal year of the Partnership.

Section 4.06. Allocation of Income, Gain, Loss and Deduction; Section 704(c). Upon the sale of any property contributed by any Partner, the gain or loss represented by the difference between the adjusted basis for Federal income taxation purposes and Book Value of the property to the Partnership shall be allocated to the Partner who contributed such property, and the gain or loss in excess of that so allocated shall be allocated among the Partners as provided in Sections 4.01, 4.02, 4.03 and 4.04 above. In addition, any other item of income, gain, loss or deduction with respect to such property shall be allocated in a manner consistent with the requirements of Section 704(c) of the Code and Treas. Reg. Section 1.704-1(b)(2)(iv)(g), as amended from time to time.

Section 4.07. Allocation of Tax Items. All items of depreciation, gain, loss, deduction or credit that are taken into account in determining Net Income or Net Loss, shall be allocated among the Partners in the same proportion as is provided in this Article Four.

Section 4.08. Interest, Salaries or Fees Paid to Partners. Any interest paid on loans made by Partners to the Partnership pursuant to the terms of this Agreement and all salaries and fees paid to any Partner, if any, shall be deducted from gross income for Partnership book and tax purposes.

Section 4.09. Definitions. Capitalized words and phrases used in this Article Four have the following meanings:

a. Adjusted Capital Account Deficit means, with respect to any Limited Partner, the deficit balance, if any, in such Limited Partner's capital account as of the end of the relevant fiscal year, after giving effect to the following adjustments:

i. Credit to such capital account any amounts which such Limited Partner is obligated to restore pursuant to any provision of this Agreement or is deemed to be obligated to restore pursuant to the penultimate sentence of Treas. Reg. Section 1.704-2(g)(1) or would be deemed obligated to restore if Partner Loan Nonrecourse Deductions were treated as Nonrecourse Deductions; and

ii. Debit to such capital account the items described in Treas. Reg. Section 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), and 1.704-1(b) (2)(ii)(d)(6).

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Treas. Reg. Section 1.704-1(b)(2) (ii)(d) and shall be interpreted consistently therewith.

b. Nonrecourse Deductions has the meaning set forth in Treas. Reg. Section 1.704-2(c). The amount of Nonrecourse Deductions for a Partnership fiscal year equals the net increase, if any, in the amount of Partnership Minimum Gain during that fiscal year, determined according to the provisions of Treas. Reg. Section 1.704-2(c).

c. Partner Loan Nonrecourse Deductions has the meaning set forth in Treas. Reg. Section 1.704-2(i)(2). The amount of Partner Loan Nonrecourse Deductions with respect to a Partner Nonrecourse Debt for a Partnership fiscal year equals the excess, if any, of the net increase, if any, in the amount of Partner Minimum Gain attributable to such Partner Nonrecourse Debt during that fiscal year over the aggregate amount of any distributions during that fiscal year to the General Partners, Limited Partners, or assignees or transferees of a partnership interest that bear the economic risk of loss for such Partner Nonrecourse Debt to the extent such distributions are from the proceeds of such Partner Nonrecourse Debt and are allocable to an increase in Partner Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Treas. Reg. Section 1.704-2(i)(2).

d. Partner Minimum Gain means an amount, with respect to each Partner Nonrecourse Debt, equal to the Partnership Minimum Gain that would result if such Partner Nonrecourse Debt were treated as a nonrecourse liability (as defined in Treas. Reg. Section 1.704-2(b)(3)), determined in accordance with Treas. Reg. Section 1.704-2(i).

e. Partner Nonrecourse Debt has the meaning set forth in Treas. Reg. Section 1.704-2(b)(4).

f. Partnership Minimum Gain has the meaning set forth in Treas. Reg. Section 1.704-2(d).

g. Regulations means the regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

h. Service means the Internal Revenue Service.

Section 4.10. Certain Interests of General Partners. Notwithstanding anything to the contrary that may be expressed or implied in this Agreement, the interests of all General Partners, taken together, in each material item of Partnership income, gain, loss, deduction or credit is equal to at least one percent (1%) of each such item at all times during the existence of the Partnership. In determining the General Partners' interests in such items, both the limited and general partnership units owned by the General Partners may be taken into account.

ARTICLE FIVE

DISTRIBUTIONS

Distributions by the Partnership to the Partners shall be made when and as determined by the General Partner.

ARTICLE SIX

MANAGEMENT AND PARTNERS' DUTIES

Section 6.01. Management of Partnership. The General Partners shall be responsible for conducting the business and operations of the Partnership and each General Partner shall devote so much attention, skill and energies to the business and operations of the Partnership as may be reasonable and/or necessary to promote adequately the interests of the Partnership and the mutual interest of all Partners.

Section 6.02. Operation of Partnership Business. All decisions and determinations respecting the operation of the Partnership, its business or properties shall be made or taken by Partnership Action and the General Partners shall have the exclusive right and authority to manage, conduct and operate the business of the Partnership. Specifically, but not by way of limitation, upon authorization by Partnership Action, the General Partners and the Partnership shall have the right, power and authority to do or cause to be done any and all acts deemed by the General Partners to be necessary or appropriate including, without limitation, the right, power and authority:

a. To borrow money for the Partnership and to issue notes, debentures and any other debt securities of the Partnership, to mortgage, or subject to any other security instrument or lien, any or all of the property of the Partnership, and to repay, refinance, modify, consolidate or extend any loan and any mortgage or other security instrument or lien;

b. To acquire or enter into any contract of insurance for the protection of the Partnership, for the conservation of Partnership assets, or for any other purpose convenient or beneficial to the Partnership;

c. To pay, either directly or by reimbursement, the General Partners or others, for all operating costs and general administrative expenses;

d. To settle, compromise, arbitrate or otherwise adjust claims in favor of or against the Partnership, on such terms and in such manner as the General Partners may determine, and similarly to prosecute, settle or defend litigation with respect to the Partners, the Partnership or any assets of the Partnership;

e. To execute, acknowledge, swear to and deliver any contract, note, deed, mortgage, assignment, lease, agreement, check, draft, bill of sale or other document or instrument which the General Partners deem necessary to effectuate and exercise the rights and powers possessed;

f. To invest any excess funds of the Partnership in savings accounts, in federally insured financial institutions, in certificates of deposit issued by federally insured financial institutions, in short term interest bearing obligations of publicly held corporations, state and local governments and the United States, and money market funds;

g. To make any and all elections required or permitted to be made by the Partnership under the Code and take such action, execute and deliver such documents and to perform such acts as provided in Section 7.02 below;

h. To admit a person as an additional or substitute Limited Partner or as an additional or substitute General Partner as otherwise provided by this Agreement;

i. To obligate the Partnership to incur debts in the ordinary course of the business of the Partnership;

j. To enter into any agreement for the sharing of profits or any joint venture with any person or entity;

k. To manage, lease, sell and otherwise deal with and use Partnership assets at such price, rental or amount, in the form of cash, securities, or other property, and upon such terms and conditions, as the General Partners may determine;

l. To let or lease all or any portion of any of the assets of the Partnership, whether or not the terms of said leases extend beyond the termination date of the Partnership and whether or not any portion of the assets so leased are to be occupied by the lessee, or, in turn, subleased in whole or part to others for such consideration and on such terms as the General Partners may determine;

m. To sell, assign, convey or otherwise dispose of for such consideration and upon such terms and conditions as the General Partners may determine, all or any part of the property of the Partnership, and in connection therewith to execute and deliver such instruments as the General Partners may determine;

n. To employ on behalf of the Partnership agents, employees, accountants, lawyers, consultants, real estate managers, brokers and such other persons, as the General Partners may deem necessary or appropriate, and to pay therefor such remuneration to pay therefor such remuneration as the General Partners may deem reasonable and appropriate;

o. To purchase, lease, acquire or obtain the use of machinery, equipment, tools, materials and all other kinds and types of real or personal property that may in any way be deemed necessary or appropriate for the conduct of the business of the Partnership;

p. To designate from among themselves a Managing Partner who shall exercise such rights and powers and undertake such duties as may be delegated to the Managing Partner by the General Partners or as are specified in this Agreement; and

q. To take such other action, execute and deliver such other documents and perform such other acts as may be necessary or appropriate for the conduct of the business and affairs of the Partnership and to possess and enjoy all of the rights and powers of a general partner as provided by the Act.

Section 6.03. Control of the Business by Limited Partners. In no event shall a Limited Partner (except one who may also be a General Partner, and then only in his capacity as a General Partner and within the scope of his authority under this Agreement) be permitted to participate in the control of the business of the Partnership. For this purpose, a Limited Partner does not participate in the control of the business of the Partnership solely by doing one (1) or more of the enumerated powers set forth under Delaware State Law. In addition, the reference to the enumeration of the powers set forth under Delaware State Law is not intended, and shall not be construed, to create any greater liability for the obligations of the Partnership than is imposed upon a Limited Partner by Delaware State Law.

Section 6.04. Limitations of General Partners. The General Partners shall not have any right, power or authority without the prior written consent of all Partners:

a. To do any act in contravention or violation of this Agreement or the Certificate of Limited Partnership;

b. To do any act which would make it impossible to carry on the business of the Partnership;

c. To confess a judgment against the Partnership;

d. To possess any Partnership property, or assign the rights of the Partners in the specific Partnership property, for other than a Partnership purpose;

e. To assign the Partnership property or assets in trust for creditors or on the basis of an assignee's promise or undertaking to pay the debts or obligations of the Partnership; or

f. To cause the Partnership to make loans to the General Partners or to commingle Partnership funds with the funds of others.

Section 6.05. Liability of the General Partners. As among the Partners, and except for losses caused by the fraud of the General Partners, no personal liability shall be imposed upon the General Partners with respect to any of the obligations and duties imposed upon them by the terms of this Agreement, or with respect to the liabilities of the Partnership. The liabilities of the General Partners arising from their performance of those obligations and duties imposed upon them by the terms of this Agreement and the liabilities of the Partnership shall be enforced and satisfied only out of the assets of the Partnership. The Partnership shall indemnify and save harmless the General Partners from any loss or damage incurred by reason of any act performed by them for and on behalf of the Partnership and in furtherance of its interests unless such act constituted gross negligence, willful or wanton misconduct, or intentional malfeasance.

ARTICLE SEVEN

BANK ACCOUNTS, FISCAL YEAR, BOOKS, ACCOUNTING AND ELECTIONS

Section 7.01. Tax Elections. All elections required or permitted by the Partnership under the terms of the Code shall be made by Partnership Action in such manner as will be most advantageous to all Partners and the Partnership. In the event of the distribution of property by the Partnership within the meaning of Section 734 of the Code, or the transfer of an interest in the Partnership within the meaning of Section 743 of the Code, the General Partners, in their sole discretion, may elect to adjust the basis of the Partnership property pursuant to Sections 734, 743 and 754 of the Code. Any Partners affected by such election shall supply the information as may be required to make, or give effect to, such elections by the Partnership.

Section 7.02. Other Tax Matters. The General Partners shall make such elections and shall take such other action as the General Partners believe necessary (a) to extend the statute of limitations for assessment of tax deficiencies against the Limited Partners with respect to any adjustment to the Partnership's federal and state income tax returns; (b) to cause the Partnership and the Limited Partners to be represented before the Service, any other taxing authorities or any courts in matters affecting the Partnership and the Limited Partners; and (c) to cause to be executed any agreements or other documents that bind the Limited Partners with respect to such tax matters or otherwise affect the rights of the Partnership or the Limited Partners. The General Partners are specifically authorized to act as the "Tax Matters Partners" under the Code and in any similar matter under state law.

Section 7.03. Required Records. The General Partners shall continuously maintain the following documents at the Partnership's registered office:

a. A current list of the full name and last known mailing address of each Partner (specifying separately the General and Limited Partners) in alphabetical order;

b. A copy of the Certificate of Limited Partnership and all certificates of amendment thereto, together with executed copies of any powers of attorney pursuant to which any certificate has been executed;

c. Copies of the Partnership's federal, state and local tax returns and reports, if any, for the three (3) most recent years;

d. Copies of this Agreement, any amendments to this Agreement and any amended and restated partnership agreements;

e. Copies of any financial statements of the Partnership for the three (3) most recent years; and

f. A current list showing the amounts of cash and a description and a statement of and the value of other property and services which each Partner agreed to contribute to the Partnership and actually contributed to the Partnership.

The General Partners shall make these documents available during normal business hours for inspection and copying, at the reasonable request of and at the expense of any Partner. The General Partners shall not be required to deliver or to mail to each Limited Partner a copy of the Certificate of Limited Partnership, or any amendments thereto, upon the return of either the certificate or any amendments from the Secretary of State of the State of Delaware.

ARTICLE EIGHT

TERMINATION AND DISSOLUTION

Section 8.01. Priority of Dissolution. Upon the occurrence of any of the events set forth in Section 8.02 below, the Partnership shall be dissolved, the affairs of the Partnership wound up and the property of the Partnership distributed and applied in the following order of priority:

a. First, to the payments of any debts and liabilities of the Partnership owing to persons other than any of the Partners;

b. Second, to the payment of any debts and liabilities of the Partnership owing to any Partner, but in the event the amount available for such payment is insufficient to satisfy all such debts and liabilities, then to such Partners in the proportion which their respective claims bear to the claims of all such Partners; and

c. Last, to the Partners in the proportion which the positive balance in each Partner's positive capital account bears to the aggregate capital account balance of all Partners at that time.

No Partner shall have a priority over any other Partner with respect to the distribution under subparagraph (c) above. Distributions made in accordance with this Section 8.01 shall be in full satisfaction of the Partner's claim against the Partnership for distribution and liquidation. A General Partner (but not a Limited Partner) shall be liable to restore to the Partnership any negative balance standing in such Partner's capital account, following the distributions required under this Section 8.01, which amount shall, when paid to the Partnership, be distributed by the Partners to the creditors of the Partnership, or to the other Partners in accordance with this Section 8.01. The Partner restoring any such negative balance shall be required to do so at a time not later than the latest permissible time permitted under Treas. Reg. Section 1.704-1(b)(2)(ii). In making distributions to the Partners, the positive capital account balances of the Partners shall be determined after taking into account all capital account adjustments required by Treas. Reg. Section 1.704-1(b)(2).

Section 8.02. Events Causing Dissolution. The following events shall cause the dissolution of the Partnership:

a. Upon the mutual consent in writing executed by all Partners;

b. Upon the occurrence of an event specified under the laws of the State of Delaware as one effecting dissolution (except to the extent as may be otherwise provided in this Agreement);

c. Upon the withdrawal of a General Partner at a time when there is no other General Partner (except to the extent as may be otherwise provided in this Agreement);

d. Upon the entry of a decree of judicial dissolution under the Act; or

e. Upon the failure of a new General Partner to qualify under the provisions of Section 8.04 below.

Section 8.03. Agreement in Event of Dissolution by Act or Event Relating to Less Than All Partners. If the act of, or an event relating to, less than all Partners (the "Dissolving Partners"), including, without limitation, the withdrawal of a General Partner, shall for any purpose be considered an event of dissolution of the Partnership, then the remaining Partners shall enter into a new partnership upon the terms and conditions set forth above and upon the same terms and conditions governing the present Partnership, and each party to this Agreement hereby agrees for himself, his executor, administrator, heirs and assigns to enter into such new partnership and to execute any and all instruments necessary therefor. The act or event relating to the Dissolving Partners shall be treated as a notice of withdrawal by the Dissolving Partners of the entire capital account or capital accounts of the Dissolving Partners.

Section 8.04. Designation of a General Partner. Upon the withdrawal of Radio One of Texas I, LLC as a General Partner or upon the withdrawal of the last General Partner who may have been designated in accordance with the provisions of this Section 8.04, the Partnership shall continue for a period not exceeding ninety (90) days immediately following the withdrawal of the last General Partner. During such time, the Partners holding more than fifty percent (50%) of the total number of capital units held by all Partners at that time shall designate a person or other legal entity as a new General Partner and such designee shall become a new General Partner by accepting such designation in writing and assuming the obligations of the last General Partner under this Agreement. In the event a new General Partner is not qualified within the time prescribed, then at the expiration of such period the Partnership shall dissolve and the affairs of the Partnership wound up and the property of the Partnership distributed as provided in this Article Eight. Except as provided in the immediately preceding sentence, if the withdrawal of any General Partner shall for any purpose be considered as a dissolution of the Partnership, then the provisions set forth in this Section 8.04 shall be construed as an agreement to enter into a new partnership upon the terms and conditions set forth in this Agreement and each party to this Agreement hereby agrees for himself, his executor, administrator, heirs and assigns to enter into such new partnership and to execute any and all instruments necessary therefor.

Section 8.05. Bankruptcy, Incompetency or Death of a Limited Partner. Upon the bankruptcy of a Limited Partner, then the trustee of such bankrupt Limited Partner shall be considered an assignee of such Limited Partner's interest in this Partnership and such trustee shall be entitled only to the rights and benefits not inconsistent with this Agreement as are presently provided under Delaware State Law for a creditor of a person having a partnership interest.

Section 8.06. Time to Dissolve. A reasonable time shall be allowed for the orderly liquidation of the assets of the Partnership and the discharge of liabilities to creditors so as to minimize the normal losses attendant upon such liquidation. Each of the Partners during the course of winding up the Partnership affairs and dissolution shall be furnished with a statement prepared by the General Partners which shall set forth the assets and liabilities of the Partnership as of the date of the termination of the Partnership.

Section 8.07. Date of Termination. The Partnership shall be terminated when all of its assets have been applied and distributed in accordance with the provisions of Section 8.01 above. The establishment of any reserves for the payment of any contingent or unforeseen liabilities or obligations of the Partnership shall not have the effect of extending the term of the Partnership, and such reserve shall be applied and distributed in the manner otherwise provided in Section 8.01 above upon the expiration of the period of such reserve. Upon the termination of the Partnership, there shall be recorded a Certificate of Cancellation of the Partnership.

Section 8.08. Contingent Liabilities. Notwithstanding any of the provisions of this Agreement, upon the dissolution of the Partnership each General Partner shall continue to be personally liable for the liabilities of the Partnership (absolute, contingent or otherwise, and whether or not known at the time of dissolution) which become payable subsequent to the date of dissolution arising out of events occurring prior to the date of dissolution. Each General Partner shall be responsible for the proportion of such liability as such General Partner was liable prior to the dissolution of the Partnership in accordance with Section 3.03 above. Each General Partner shall, if necessary, pay to the other General Partners any amounts as are necessary to insure that the terms of this Section are made fully effective.

ARTICLE NINE

AMENDMENT AND ENTIRE AGREEMENT

This Agreement shall not be amended, altered, changed or added to except by a written instrument executed by all Partners as of the time of such alteration or amendment. This instrument contains the entire understanding and agreement of the Partners with respect to all matters referred to herein and all prior negotiations and understandings are hereby merged into this Agreement.

ARTICLE TEN

DEALINGS WITH THE PARTNERSHIP

Section 10.01. Dealings With the Partnership. Any Partner may deal with the Partnership as an independent contractor or as an agent for others, and may receive from such others or the Partnership normal profits, compensation, commissions or other income incident to such dealings.

Section 10.02. Dealings Outside the Partnership. During the continuance of the Partnership, the General Partners individually or collectively shall, at any time and from time to time, devote such time and effort to the Partnership business as may be necessary to promote adequately the interests of the Partnership and the mutual interests of the Partners. Except as otherwise provided by agreement with one or more of the General Partners, the General Partners shall not be required to devote full time to Partnership business. During the continuance of the Partnership, the Partners individually or collectively may, at any time and from time to time, engage in and possess an interest in other business ventures of any and every type and description, independently or with others, and neither the Partnership nor any Partner shall by virtue of this Agreement have any right, title or interest in or to such independent ventures of the Partners.

Section 10.03. Partners' Salary. No Partner shall receive a regular salary or fees for services rendered in management or operation of the Partnership business or property unless specifically agreed to by Partnership Action and such agreement is evidenced by a written agreement specifying such salary; provided, however, that no Partner shall be required to contribute any materials or services for the business or operations of the Partnership and, to the extent any Partner provides such services or the use of any equipment to the Partnership which the Partnership would otherwise have been required to obtain by contract, the Partner or Partners providing such services or equipment shall be paid by the Partnership at the customary or prevailing rates for such service or equipment in the locale where they were provided.

Section 10.04. Management Fee. Any Partner may, by agreement of the Partners, be compensated for performance of its duties and responsibilities as a Partner. Any such compensation shall be considered guaranteed payments within the meaning of Section 707(c) of the Code.

Section 10.05. Fiduciary Obligations. The General Partners shall have a fiduciary responsibility to all Partners, both General and Limited, and shall exercise the General Partners' rights and powers in such manner as will best serve the interests of all Partners, including the safekeeping and use of all funds and assets of the Partnership, whether or not in their immediate possession or control. The General Partners shall not employ, or permit another to employ, such funds or assets in any manner except for the exclusive benefit of the Partnership.

ARTICLE ELEVEN

POWER OF ATTORNEY

Section 11.01. Power of Attorney. Each Limited Partner does hereby nominate, constitute and appoint the General Partners as said Limited Partner's true and lawful agent and attorney-in-fact, in said Limited Partner's name, place and stead, to make, execute, acknowledge, swear to and file:

a. Any certificate or other instrument which may be required to be filed by the Partnership under the laws of any state or of the United States; and

b. Any and all amendments, modifications, or cancellations of such certificate or instrument, including any amendment to the Certificate of Limited Partnership required in accordance with the provisions of this Agreement and the Special Power of Attorney which is attached hereto as Exhibit "13.01" and incorporated herein by reference.

Section 11.02. Appointment Irrevocable. This power of attorney granted herein being coupled with an interest is irrevocable and shall not be affected by death or incompetence of the principal and, in addition, shall be effective to the fullest extent permitted under Delaware State Law.

ARTICLE TWELVE

GENERAL

Section 12.01. Notices and Registered Agent. The registered agent of the Partnership shall be as follows:

REGISTERED AGENT: Corporation Service Company
2711 Centerville Road, Suite 400
Wilmington, DE 19808

or at such other address as may hereafter be designated in accordance with the Act. All notices, demands, offers or other communication which any party hereto is required or may desire to give to any other party hereto may be delivered in person or may be mailed by certified or registered mail, postage prepaid, addressed to the other party as follows:

PARTNERSHIP: Radio One of Texas, L.P.
24 Greenway Plaza
Suite 1508
Houston, TX 77046
Attention: General Manager

GENERAL PARTNER: Radio One of Texas I, LLC
5900 Princess Garden Pkwy.
8th Floor
Lanham,MD 20706

LIMITED PARTNERS: Radio One of Texas II, LLC
5900 Princess Garden Pkwy.
8th Floor
Lanham,MD 20706

or at such other address as any Partner may hereafter specify in writing to the Partnership and the other Partners. Any notice or demand pursuant to this Agreement shall be deemed given and received immediately if delivered in person or if delivered by mail then forty-eight (48) hours after deposit in United States mail postage prepaid.

Section 12.02. Partnership Action. As used in this Agreement, the term "Partnership Action" shall mean authorization by a majority of the General Partners at that time.

Section 12.03. Certificate of Limited Partnership. As soon as practicable after the execution of this Agreement, the Partnership shall cause to be filed with the Secretary of State of the State of Delaware a Certificate of Limited Partnership meeting the requirements of the Act. In addition, the Partnership shall cause to be filed any amendment to the Certificate of Limited Partnership as required by under Delaware State Law or as the General Partners deem advisable and permitted by Delaware State Law.

Section 12.04. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which may be executed by one of the parties hereto, with the same force and effect as though all the parties executing such counterparts had executed but one instrument.

Section 12.05. Titles. The titles and headings in this Agreement are for convenience only and shall in no way affect, limit or control the meaning or application of any article or section hereof.

Section 12.06. Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Delaware.

Section 12.07. Time of Essence. Time is of the essence in this Agreement and all the terms and provisions hereof. This Agreement and all the terms and provisions hereof shall, except as herein otherwise provided, inure to the benefit of and shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

Section 12.08. Partial Invalidity. If any of the terms and provisions of this Agreement are determined to be invalid, such invalid term or provision shall not affect or impair the remainder of this Agreement, but such remainder shall continue in full force and effect to the same extent as though such invalid term or provision were not contained herein.

Section 12.09. Singular and Plural. In this Agreement, whenever the context so requires, the singular includes the plural and the plural includes the singular.

Section 12.10. General and Limited Partners. As provided in Section 3.01 above, capital units may be held by either General and Limited Partners of the Partnership and a Partner may be both a General and Limited Partner of the Partnership. For purposes of determining a Partner's rights and obligations under this Agreement, a Partner who is both a General and Limited Partner shall have such Partner's rights and obligations determined independently as though such Partner held only a General or Limited Partnership interest.

Section 12.11. Further Action. The Partners shall execute and deliver all documents, provide all information and take or forebear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

Section 12.12. Pronouns. All pronouns and variations thereof shall be deemed to refer to the masculine, feminine and neuter as the identity of the person or persons may require.

Section 12.13. Partnership Obligations Binding. Each Partner agrees that the promises, covenants and conditions contained herein are given individually and as a Partner and inure to and are binding upon his successors, assigns and estate.

Section 12.14. Partition. The Partners hereby agree that no Partner, nor any successor in interest to any Partner, shall have the right while this Agreement remains in effect to have the Partnership property partitioned, or to file a complaint or institute any proceeding at law or in equity to have the property partitioned, and each Partner on behalf of himself, his successors, successors in title and assigns, hereby waives any such right.

Section 12.15. Signatory Requirements. Each Limited Partner or additional or substitute Limited Partner may become a signatory hereof by signing a Limited Partner Signature Page to this Agreement and such other instruments as the General Partners shall determine. By so signing, each Limited Partner or additional or substitute Limited Partner shall be deemed to have adopted and agreed to be bound by all the provisions of this Agreement, as amended from time to time in accordance with the provisions of this Agreement.

Section 12.16. Statutory Accountings Etc. The Partners hereby agree that no Partner, nor any successor in interest to any Partner, shall have the right while this Agreement remains in effect to any statutory right to an accounting or to institute any proceeding at law or in equity to obtain such accounting, and each Partner on behalf of himself, his successors, successors in title and assigns, hereby waives any such rights.

Section 12.17. Book Value. As used in this Agreement, the term "Book Value" of any item of Partnership property as of any particular date shall be determined as follows: (a) the Book Value of any item of property contributed by a Partner to the capital of the Partnership shall be the agreed-upon gross fair market value of such item of property as of the date such property was contributed to the Partnership, as adjusted for depreciation, depletion, cost recovery and amortization deductions with respect to such property computed in the manner provided in Section 4.01(a) above; and (b) the Book Value of any other item of Partnership property shall be its adjusted basis for Federal income taxation purposes.

IN WITNESS WHEREOF, the parties hereto have set their hands, effective as of the day and year first above written, on this 17th day of December, 2001.

GENERAL PARTNER	LIMITED PARTNER
RADIO ONE OF TEXAS I, LLC	RADIO ONE OF TEXAS II, LLC
By: /s/ Linda J. Eckard Vilardo	By: /s/ Scott R. Royster
LINDA J. ECKARD VILARDO	SCOTT R. ROYSTER
Vice President	Executive VP/CFO

STATE OF MARYLAND)
)SS:
COUNTY OF PRINCE GEORGE'S)

Before me, a Notary Public in and for said county and state, personally appeared Linda J. E. Vilardo known to me to be the VP of Radio One of Texas I, LLC, and who executed this Agreement on behalf of Radio One of Texas I, LLC, as a General Partner, and being duly sworn, acknowledged that execution for the purposes therein contained as of the date of the Agreement referred to therein.

Witness my hand and official seal.

/s/ [ILLEGIBLE]

Notary Public
Residing in PG County, Maryland

My Commission Expires:

9/13/05

STATE OF MARYLAND)
)SS:
COUNTY OF PRINCE GEORGE'S)

Before me, a Notary Public in and for said county and state, personally appeared Scott R. Royster known to me to be the EVP/CFO of Radio One of Texas II, LLC, and who executed this Agreement on behalf of Radio One of Texas II, LLC, as a Limited Partner, and being duly sworn, acknowledged that execution for the purposes therein contained as of the date of the Agreement referred to therein.

Witness my hand and official seal.

/s/ [ILLEGIBLE]

Notary Public
Residing in PG County, Maryland

My Commission Expires:

9/13/05

EXHIBIT "3.02"

LIMITED PARTNERSHIP AGREEMENT

OF

RADIO ONE OF TEXAS, L.P.

Description of Property		Value
Assets:		
	Cash	$10,000,00
TOTAL GROSS VALUE		$10,000,00
Liabilities:		
	None	$ 0.00
TOTAL LIABILITIES		$ 0.00
TOTAL NET VALUE		$10.000.00

EXHIBIT "11.01"

SPECIAL POWER OF ATTORNEY

The undersigned, Radio One of Texas II, LLC, hereby constitutes and appoints the General Partners of Radio One of Texas, L.P., a limited partnership being organized under Delaware State Laws (hereinafter referred to as the "Partnership"), and any one of them, as the undersigned's true and lawful attorney-in-fact in the undersigned's name, place and stead to:

1. Sign and certify under oath such original Certificate of Limited Partnership with respect to the Partnership as is required by Delaware State Law.

2. Sign and certify under oath such amended Certificates of Limited Partnership with respect to the Partnership as required from time to time in order to reflect:

a. A change in the name of the Partnership;

b. The admission of a new General Partner in accordance with the provisions of the Partnership Agreement;

c. The withdrawal of a General Partner in accordance with the provisions of the Partnership Agreement;

d. The continuation of the business of the Partnership after an event of withdrawal of a General Partner in accordance with the provisions of the Partnership Agreement;

e. The discovery by a General Partner that any statement in the original Certificate of Limited Partnership or any amendment thereof was false when made;

f. The facts or arrangements described in the original Certificate of Limited Partnership or any amendment thereof have changed making the original Certificate of Limited Partnership or any amendment thereof inaccurate in any respect; or

g. Any other change or modification of the original Certificate of Limited Partnership or any amendment thereof that the General Partners agree to.

3. Execute such amendments to the Limited Partnership Agreement of the Partnership as are necessary to reflect the admission of additional Limited Partners or substitution of Limited Partners in accordance with the agreement.

4. Execute and file all documents which may be required to effect the dissolution of the Partnership pursuant to the Limited Partnership Agreement.

5. Execute and file all assumed name certificates required to be filed on behalf of the Partnership.

This power of attorney is coupled with an interest and shall be irrevocable to the General Partners and any one of them, so long as said person or persons continues as a General Partner of the Partnership and shall not be affected by the death or incompetence of the principal and, in addition, shall be effective to the fullest extent permitted under Delaware State Law.

This special power of attorney shall be governed by and construed in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this special power of attorney this 17th day of December, 2001.

RADIO ONE OF TEXAS II, LLP

By: /s/ Scott R. Royster

SCOTT R. ROYSTER
Executive VP/CFO

STATE OF MARYLAND)
)SS:
COUNTY OF PRINCE GEORGE'S)

Before me, a Notary Public in and for said county and state, personally appeared Scott R. Royster, known to me to be the individual described in, and who executed this Special Power of Attorney, and being duly sworn, [he/she] acknowledged that [he/she] executed the same for the purposes therein contained as of the date referred to therein.

Witness my hand and official seal.

/s/ [ILLEGIBLE]

Notary Public
Residing in PG County, Maryland

My Commission Expires:

9/13/05

EXHIBIT 3.63

LIMITED PARTNERSHIP AGREEMENT

OF

RADIO ONE OF INDIANA, L.P.

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Exhibit " 3.02" List of Property and Value Thereof

Exhibit "11.01" Special Power of Attorney

LIMITED PARTNERSHIP AGREEMENT

OF

RADIO ONE OF INDIANA, L.P.

THIS LIMITED PARTNERSHIP AGREEMENT (the "Agreement"), is hereby made and entered into effective the 31ST day of December, 2001, by:

1. Radio One, Inc., a Delaware corporation (hereinafter referred to as the "General Partner"); and

2. Radio One of Texas II, LLC, a Delaware limited liability company, and those limited partners who sign a "Limited Partner Signature Page" to this Agreement (hereinafter referred to collectively as the "Limited Partners" and separately as a "Limited Partner").

All General Partners and Limited Partners (hereinafter referred to collectively as the "Partners" and separately as a "Partner"), desiring to form a limited partnership under the provisions and conditions of Delaware State Law ("Delaware Law"), hereby state, confirm and agree as follows:

WITNESSETH:

ARTICLE ONE

NAME OF PARTNERSHIP, PLACE,
CHARACTER OF BUSINESS AND INTEREST

Section 1.01. Name. The name of the partnership shall be RADIO ONE OF INDIANA, L.P. (hereinafter referred to as the "Partnership").

Section 1.02. Registered Office and Place of Business. The registered office shall be: 21 East St. Joseph Street, Indianapolis, Indiana 46204, or at such other place within or without the State of Indiana as may from time to time be determined by Partnership Action as defined in Section 12.02 below. The place of business of the Partnership shall be at the registered office, or at such other place or places within or without the State of Indiana as may from time to time be determined by Partnership Action.

Section 1.03. Character of Business. The Partnership is formed for the principal purpose of owning and operating radio and television stations and any activities that are incidental or related to that business. To those ends, the Partnership may acquire, finance or otherwise deal with real and personal property or the proceeds thereof. In addition, this Partnership may undertake any other lawful act or engage in any other business or venture permitted under the Act

as may from time to time be determined by partnership Action.

Section 1.04. Interest in Partnership. The units of Partnership capital held by either General or Limited Partners of the Partnership shall be personal property for all purposes. All property owned by the Partnership, including, but not limited to, real and personal property and tangible and intangible property, shall be deemed to be owned by the Partnership as an entity, and no Partner, individually or otherwise, shall have any ownership interest in such property.

ARTICLE TWO

TERM OF PARTNERSHIP

Section 2.01. Term of Partnership. The Partnership shall be formed at the time of the filing of the initial Certificate of Limited Partnership of the Partnership in the office of the Secretary of State of the State of Delaware (or at any later time specified in the initial Certificate of Limited Partnership), and shall continue until dissolved pursuant to the provisions of Article Eight below.

Section 2.02. Wind-Up. Upon dissolution of the Partnership, the business shall be wound up and the remaining property of the Partnership shall be distributed and applied as provided in Article Eight below.

CAPITAL CONTRIBUTIONS AND CAPITAL UNITS

Section 3.01. Partnership Capital. The capital of the Partnership shall consist of 100 partnership units. A Partner may be both a General Partner and a Limited Partner of the Partnership. Although accounts shall be maintained separately for each General Partner and for each Limited Partner, the combined accounts of any Partner shall constitute his single capital account maintained as required under Treas. Reg. Section 1.704-l(b).

Section 3.02. Capital Contributions. Each of the Partners shall contribute to the initial capital of the Partnership and the initial capital accounts of each Partner shall equal the amount specified opposite the Partner's name in cash or the fair market value of property (net of liabilities securing such contributed property that the Partnership is considered to assume or take subject to under Section 752 of the Internal Revenue Code of 1986, as amended (the "Code")). For each One Hundred Dollars ($100.00) of value contributed to the Partnership upon its formation, each Partner shall be allocated one (1) Partnership unit. Each of the Partners shall be allocated the number of units of Partnership capital specified below:

	Contribution	Units	Ownership Percentage
GENERAL PARTNERS			
Radio One, Inc.	$ 9,900.00	99	99%
LIMITED PARTNERS			
Radio One of Texas II, LLC	$ 100.00	1	1%
TOTALS	$10,000.00	100	100%

The initial capital accounts of such Partners shall be credited accordingly. A list of all property which is contributed pursuant to this Section 3.02 and value thereof shall be shown on Exhibit "3.02" which is attached hereto and incorporated herein by reference.

Section 3.03. Liability of Partners. In addition to a Partner's capital contribution, each General Partner shall be personally liable for the obligations of the Partnership. Such liability as between General Partners shall be in the proportion which the number of capital units held by each General Partner bears to the total number of capital units held by all General Partners at that time. Except as otherwise provided in this Agreement, a Limited Partner's liability for the obligations of the Partnership shall be limited to the aggregate amount of the Limited Partner's agreed upon contribution to the Partnership.

Section 3.04. Return of Contribution. No Partner General or Limited, shall have any right to the return or withdrawal of said Partner's capital contributions, until termination of the Partnership, unless such withdrawal is consented to by all other Partners or otherwise provided for herein or by law. Except as otherwise provided in this Agreement, the General Partners shall not be personally liable for the return of all or any portion of the contributions of the Limited Partners, it being understood and agreed that any such return shall be made solely from Partnership assets.

Section 3.05. Capital Accounts. The appropriate capital account of each Partner shall be determined and maintained in accordance with the rules of Treas. Reg. Section 1.704-1(b)(2)(iv) and the appropriate initial capital account of each Partner shall be increased by (a) the amount of each Partner's additional cash capital contribution, (b) the fair market value of any additional property contributed by the Partner to the Partnership (net of liabilities securing such contributed property that the Partnership is considered to assume or take subject to under Section 752 of the Code) and (c) allocations to the Partner of Partnership income and gain (or items thereof, including

income and gain exempt from tax and income and gain described in Treas. Reg. Section 1.704-1(b)(2)(iv)(g), but excluding income and gain described in Treas. Reg. Section 1.704-1(b)(4)(i); and decreased by (d) the amount of cash distributed to the Partner by the Partnership, (e) the fair market value of property distributed to the Partner by the Partnership (net of liabilities securing such distributed property that such Partner is considered to assume or take subject to under Section 752 of the Code), (f) allocations to the Partner of expenditures of the Partnership described in Section 705(a)(2)(B) of the Code, and (g) allocations of Partnership loss and deduction (or item thereof), including loss and deduction described in Treas. Reg. Section 1.704-1(b)(2)(iv)(g), but excluding items described in subparagraph (f) of this Section and loss or deduction described in Treas. Reg. Section 1.704-1(b)(4)(i) or (iii); provided, however, that each Partner's capital account shall be otherwise adjusted as required by Treas. Reg. Section 1.704-1(b)(2)(iv). Each Partner who has more than one interest in the Partnership shall have a single capital account that reflects all such interests as required by Treas. Reg. Section 1.704-1(b).

Section 3.06. Capital Account Restatement. The appropriate capital accounts of the Partners shall be restated in the event that additional contributions are made to the Partnership, Partnership property is distributed to a Partner, a new Partner is admitted to the Partnership, a Partner withdraws from the Partnership, the Partnership is dissolved or in any other event as the General Partners deem appropriate; provided, however, that a capital account restatement shall be effected in such manner and at such time as required by Section 704(b) of the Code. The appropriate capital accounts shall be restated by (a) determining the fair market value of all Partnership assets (taking Section 7701(g) of the Code into account) as of the date of such restatement, (b) allocating any unrealized income, gain, loss or deduction inherent in such assets (that has not been reflected previously in the capital accounts) among the Partners as if there were a taxable disposition of such assets for their fair market value as of the date of such restatement, (c) making any adjustment required in accordance with Treas. Reg. Section 1.704-1(b)(2)(iv)(g) for allocations to the Partners of depreciation, depletion, amortization and gain or loss, as computed for book purposes, with respect to such assets, and (d) determining the Partner's distributive share of depreciation, depletion amortization, and gain or loss, as computed for tax purposes, with respect to such assets so as to take into account the variation between the adjusted tax basis and Book Value (as defined in Section 12.17) of such property in the same manner as required by Section 704(c) of the Code.

Section 3.07. Deficit Capital Accounts. A deficit in the capital account of a General Partner (but not a Limited Partner) shall be deemed to create a debt from such General Partner to the Partnership in the event of the dissolution of the Partnership as provided in Article Eight below.

ARTICLE FOUR

ALLOCATION OF INCOME, GAIN, LOSS, DEDUCTION AND CREDIT

Section 4.01. Net Income and Net Loss. The terms "Net Income" or "Net Loss," as the case may be, of the Partnership shall mean the Partnership's taxable income or taxable loss for Federal income taxation purposes as determined by the accountants then employed by the Partnership in accordance with Section 703(a) of the Code, with the items required to be separately stated by Section 703(a)(1) of the Code combined into a single net amount; provided, however, that in the event the taxable income or taxable loss of the Partnership for such fiscal year is later adjusted in any manner, as a result of an audit by the Internal Revenue Service (the "Service") or otherwise, then the taxable income or taxable loss of the Partnership shall be adjusted to the same extent. "Net Income" and "Net Loss" shall be further adjusted as follows:

a. "Net Income" and "Net Loss," as the case may be, shall be adjusted to treat items of tax-exempt income described in Section 705(a)(1)(B) of the Code as items of gross income, and to treat as deductible items all non-deductible, non-capital expenditures described in Section 705(a)(2)(B) of the Code, including any items treated under Treas. Reg. Section 1.704-1(b)(2)(iv) as items described in Section 705(a)(2)(B) of the Code.

b. In lieu of depreciation, depletion, cost recovery and amortization deductions allowable for Federal income taxation purposes to the Partnership with respect to property contributed to the Partnership by a Partner, there shall be taken into account an amount equal to the product derived by multiplying the Book Value (as defined in Section 12.17) of such property at the beginning of such fiscal year by a fraction, the numerator of which is the amount of depreciation, depletion, cost recovery or amortization deductions allowable with respect to such property for Federal income taxation purposes and the denominator of which is the adjusted basis for Federal income taxation purposes of such property at the beginning of such fiscal year.

c. In lieu of actual gain or loss recognized by the Partnership for Federal income taxation purposes as a result of the sale or other disposition of property of the Partnership, there shall be taken into account the gain or loss that would have been recognized by the Partnership for Federal income taxation purposes if the Book Value (as defined in Section 12.17) of such property as of the date sold or otherwise disposed of by the Partnership were its adjusted basis for Federal income taxation purposes.

Section 4.02. Allocation of Net Income and Net Loss. After giving effect to the special allocations set forth in Sections 4.03, 4.04 and 4.06 hereof:

a. Net Income. Net Income for the fiscal year shall be allocated in the following order of priority:

i. First, one hundred percent (100%) to the General Partners, in proportion to which the number of capital units held by each General Partner bears to the total number of capital units held by all General Partners, until aggregate Net Income allocated to the General Partners under this Section 4.02(a)(i) for such fiscal year and all previous fiscal years is equal to the aggregate losses allocated to the General Partners pursuant to Section 4.02(b)(ii) for all prior fiscal years; and

ii. Second, the balance, if any, to all Partners, in proportion to which the number of capital units held by each Partner bears to the total number of capital units held by all Partners.

b. Net Loss. Net Loss for the fiscal year shall be allocated in the following order of priority:

i. First, one hundred percent (100%) shall be allocated among all the Partners, in proportion to which the number of capital units held by each Partner bears to the total number of capital units held by all Partners, to the extent that such allocation would not cause the Limited Partners to have Adjusted Capital Account Deficits at the end of such fiscal year; and

ii. Second, the balance, if any, shall be allocated among all the General Partners, in proportion to which the number of capital units held by each General Partner bears to the total number of capital units held by all General Partners.

Section 4.03. Special Allocations. The following special allocations shall be made in the following order:

a. Minimum Gain Chargeback. Notwithstanding any other provision of this Article Four, if there is a net decrease in Partnership Minimum Gain during any Partnership fiscal year, each General Partner, Limited Partner and assignee or transferee of a partnership interest shall be specially allocated items of Partnership income and gain for such fiscal year (and, if necessary, subsequent years) in an amount equal to the greater of (i) the portion of such General Partner's, Limited Partner's or assignee's or transferee's share of the net decrease in Partnership Minimum Gain, determined in accordance with Treas. Reg. Section

1.704-2(g)(1) that is allocable to the disposition of Partnership property subject to nonrecourse liabilities (as defined in Treas. Reg. Section 1.704-2(b)(3)), determined in accordance with Treas. Reg. Section 1.704-2(d), or (ii) if such General Partner, Limited Partner or assignee or transferee of a partnership interest would otherwise have an Adjusted Capital Account Deficit at the end of such year, an amount sufficient to eliminate such Adjusted Capital Account Deficit. Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each General Partner, Limited Partner and assignee or transferee of a partnership interest pursuant thereto. The items to be so allocated shall be determined in accordance with Treas. Reg. Section 1.704-2(f). This Section 4.03(a) is intended to comply with the minimum gain chargeback requirement in such Section of the Regulations and shall be interpreted consistently therewith. To the extent permitted by such Section and only for the purposes of this Section 4.03(a), each General Partner's, Limited Partner's and assignee's or transferee's Adjusted Capital Account Deficit shall be determined prior to any other allocations pursuant to this Article Four with respect to such fiscal year and without regard to any net decrease in Partner Minimum Gain during such fiscal year.

b. Partner Minimum Gain Chargeback. Notwithstanding any other provision of this Article Four except Section 4.03(a), if there is a net decrease in Partner Minimum Gain attributable to a Partner Nonrecourse Debt during any Partnership fiscal year, each General Partner, Limited Partner or assignee or transferee of a partnership interest who has a share of the Partner Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Treas. Reg. Section 1.704-2(i)(5), shall be specially allocated items of Partnership income and gain for such year (and, if necessary, subsequent years) in an amount equal to the greater of (i) the portion of such General Partner's, Limited Partner's or assignee's or transferee's share of the net decrease in Partner Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Treas. Reg. Section 1.704-2(i)(5), that is allocable to the disposition of Partnership property subject to such Partner Nonrecourse Debt, determined in accordance with Treas. Reg. Section 1.704-2(i)(4), or (ii) if such General Partner, Limited Partner or assignee or transferee of a partnership interest would otherwise have an Adjusted Capital Account Deficit at the end of such year, an amount sufficient to eliminate such Adjusted Capital Account Deficit. Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each General Partner, Limited Partner and assignee or transferee of a partnership interest pursuant thereto. The items to be so allocated shall be determined in accordance with Treas. Reg. Section 1.704-2(i)(4). This Section 4.03(b) is intended to comply with the minimum gain chargeback requirement in such Section and shall be interpreted consistently therewith. Solely for the purposes of this Section 4.03(b), each General Partner's, Limited Partner's, assignee's or transferee's Adjusted Capital Account Deficit shall be determined prior to any other allocations pursuant to this Article Four with respect to such fiscal year, other than

allocations pursuant to Section 4.03(a) hereof.

c. Qualified Income Offset. In the event any Limited Partner or assignee or transferee of a limited partnership interest unexpectedly receives any adjustments, allocations, or distributions described in Treas, Reg. Section 1.704 1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), or 1.704-1(b)(2)(ii)(d)(6), items of Partnership income and gain shall be specially allocated to each such Limited Partner or assignee or transferee of a limited partnership interest in an amount and manner sufficient to eliminate, to the extent required by Treas. Reg. Section 1.704-1(b)(2)(ii)(d), the Adjusted Capital Account Deficit of such Limited Partner or assignee or transferee of a limited partnership interest as quickly as possible, provided that an allocation pursuant to this Section 4.03(c) shall be made only if and to the extent that such Limited Partner or assignee or transferee of a limited partnership interest would have an Adjusted Capital Account Deficit after all other allocations provided for in this Article Four have been tentatively made as if this Section 4.03(c) were not in the Agreement.

d. Gross Income Allocation. In the event any Limited Partner or assignee or transferee of a limited partnership interest has a deficit capital account at the end of any Partnership fiscal year which is in excess of the sum of (i) the amount such Limited Partner or assignee or transferee of a limited partnership interest is obligated to restore pursuant to any provision of this Agreement, and (ii) the amount such Limited Partner or assignee or transferee of a limited partnership interest is deemed to be obligated to restore pursuant to the penultimate sentences of Treas. Regs. Sections 1.704 2(g)(1) and 1.704-2(i)(5), each such Limited Partner or assignee or transferee of a limited partnership interest shall be specially allocated items of Partnership income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 4.03(d) shall be made only if and to the extent that such Limited Partner or assignee or transferee of a limited partnership interest would have a deficit capital account in excess of such sum after all other allocations provided for in this Article Four have been tentatively made as if Section 4.03(c) above and this Section 4.03(d) were not in the Agreement.

e. Nonrecourse Deductions. Nonrecourse Deductions for any fiscal year or other period shall be specially allocated as provided in Section 4.02(a)(ii) above.

f. Partner Loan Nonrecourse Deductions. Any Partner Loan Nonrecourse Deductions for any fiscal year or other period shall be specially allocated to the Partner or assignee or transferee of a partnership interest who bears the economic risk of loss with respect to the Partner Nonrecourse Debt to which such Partner Loan Nonrecourse Deductions are attributable in accordance with Treas. Reg. Section 1.704-2(i).

g. Section 754 Adjustments. To the extent Treas. Reg. Section 1.704-(b)(2)(iv)(m) requires an adjustment to the adjusted tax basis of any Partnership asset pursuant to Code Section 734(b) or Code Section 743(b) to be taken into account in determining capital accounts, the amount of such adjustment to the capital accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Partners and assignees or transferees of a partnership interest in a manner consistent with the manner in which their capital accounts are required to be adjusted pursuant to such Section of the Regulations.

Section 4.04. Curative Allocations

a. The "Regulatory Allocations" consist of the "Basic Regulatory Allocations," as defined in Section 4.04(b) hereof, the "Nonrecourse Regulatory Allocations," as defined in Section 4.04(c) hereof, and the "Partner Nonrecourse Regulatory Allocations," as defined in Section 4.04(d) hereof.

b. The "Basic Regulatory Allocations" consist of (i) allocations pursuant to Section 4.02(b)(ii) hereof, and (ii) allocations pursuant to Sections 4.03(c), 4.03(d), and 4.03(g) hereof. Notwithstanding any other provision of this Agreement, other than the Regulatory Allocations, the Basic Regulatory Allocations shall be taken into account in allocating items of income, gain, loss and deduction among the General Partners, Limited Partners and assignees or transferees of a partnership interest so that, to the extent possible, the net amount of such allocations of other items and the Basic Regulatory Allocations to each General Partner, Limited Partner and assignee or transferee of a partnership interest shall be equal to the net amount that would have been allocated to each such General Partner, Limited Partner and assignee or transferee of a partnership interest if the Basic Regulatory Allocations had not occurred. For purposes of applying the foregoing sentence, allocations pursuant to this Section 4.04(b) shall only be made with respect to allocations pursuant to Section 4.03(g) hereof to the extent the General Partner or General Partners reasonably determine that such allocations will otherwise be inconsistent with the economic agreement among the parties to this Agreement.

c. The "Nonrecourse Regulatory Allocations" consist of all allocations pursuant to Sections 4.03(a) and 4.03(e) hereof. Notwithstanding any other provision of this Agreement, other than the Regulatory Allocations, the Nonrecourse Regulatory Allocations shall be taken into account in allocating items of income, gain, loss and deduction among the General Partners, Limited Partners and assignees or transferees of a partnership interest so that, to the extent possible, the net amount of such allocations of other items and the Nonrecourse Regulatory Allocations to each Genera] Partner, Limited Partner and assignee or transferee of a partnership interest shall be equal to the net amount that would have been allocated to each such General Partner, Limited Partner and assignee or transferee of a partnership

interest if the Nonrecourse Regulatory Allocations had not occurred. For purposes of applying the foregoing sentence (i) no allocations pursuant to this Section 4.04(c) shall be made prior to the Partnership fiscal year during which there is a net decrease in Partnership Minimum Gain, and then only to the extent necessary to avoid any potential economic distortions caused by such net decrease in Partnership Minimum Gain, and (ii) allocations pursuant to this Section 4.04(c) shall be deferred with respect to allocations pursuant to Section 4.03(e) hereof to the extent the General Partner or General Partners reasonably determine that such allocations are likely to be offset by subsequent allocations pursuant to Section 4.03(a) hereof.

d. The "Partner Nonrecourse Regulatory Allocations" consist of all allocations pursuant to Sections 4.03(b) and 4.03(f) hereof. Notwithstanding any other provision of this Agreement, other than the Regulatory Allocations, the Partner Nonrecourse Regulatory Allocations shall be taken into account in allocating items of income, gain, loss and deduction among the General Partners, Limited Partners and assignees or transferees of a partnership interest so that, to the extent possible, the net amount of such allocations of other items and the Partner Nonrecourse Regulatory Allocations to each General Partner, Limited Partner and assignee or transferee of a partnership interest shall be equal to the net amount that would have been allocated to each such General Partner, Limited Partner and assignee or transferee of a partnership interest if the Partner Nonrecourse Regulatory Allocation had not occurred. For purposes of applying the foregoing sentence (i) no allocations pursuant to this Section 4.04(d) shall be made with respect to allocations pursuant to Section 4.03(f) relating to a particular Partner Nonrecourse Debt prior to the Partnership fiscal year during which there is a net decrease in Partner Minimum Gain attributable to such Partner Nonrecourse Debt, and then only to the extent necessary to avoid any potential economic distortions caused by such net decrease in Partner Minimum Gain, and (ii) allocations pursuant to this Section 4.04(d) shall be deferred with respect to allocations pursuant to Section 4.03(f) hereof relating to a particular Partner Nonrecourse Debt to the extent the General Partner or General Partners reasonably determine that such allocations are likely to be offset by subsequent allocations pursuant to Section 4.03(b) hereof.

e. The General Partner or General Partners shall have reasonable discretion, with respect to each Partnership fiscal year, to (i) apply the provisions of Sections 4.04(b), 4.04(c) and 4.04(d) hereof in whatever order is likely to minimize the economic distortions that might otherwise result from the Regulatory Allocations, and (ii) divide all allocations pursuant to Section 4.04(b), 4.04(c) and 4.04(d) hereof among the Partners in a manner that is likely to minimize such economic distortions.

Section 4.05. Effects of Varying General and Limited Partnership Interests During a Partnership Year. In the event a Partner's interest as a General or Limited Partner varies during any fiscal year of the Partnership (whether by reason of withdrawal, additional capital contributions or otherwise), Net income and Net Loss shall be computed and allocated in accordance with this Agreement as if periods between such variations were each a separate fiscal year of the Partnership.

Section 4.06. Allocation of Income, Gain, Loss and Deduction; Section 704(c). Upon the sale of any property contributed by any Partner, the gain or loss represented by the difference between the adjusted basis for Federal income taxation purposes and Book Value of the property to the Partnership shall be allocated to the Partner who contributed such property, and the gain or loss in excess of that so allocated shall be allocated among the Partners as provided in Sections 4.01, 4.02, 4.03 and 4.04 above. In addition, any other item of income, gain, loss or deduction with respect to such property shall be allocated in a manner consistent with the requirements of Section 704(c) of the Code and Treas. Reg. Section 1.704-1(b)(2)(iv)(g), as amended from time to time.

Section 4.07. Allocation of Tax Items. All items of depreciation, gain, loss, deduction or credit that are taken into account in determining Net Income or Net Loss, shall be allocated among the Partners in the same proportion as is provided in this Article Four.

Section 4.08. Interest, Salaries or Fees Paid to Partners. Any interest paid on loans made by Partners to the Partnership pursuant to the terms of this Agreement and all salaries and fees paid to any Partner, if any, shall be deducted from gross income for Partnership book and tax purposes.

Section 4.09. Definitions. Capitalized words and phrases used in this Article Four have the following meanings:

a. Adjusted Capital Account Deficit means, with respect to any Limited Partner, the deficit balance, if any, in such Limited Partner's capital account as of the end of the relevant fiscal year, after giving effect to the following adjustments:

i. Credit to such capital account any amounts which such Limited Partner is obligated to restore pursuant to any provision of this Agreement or is deemed to be obligated to restore pursuant to the penultimate sentence of Treas. Reg. Section 1.704-2(g)(1) or would be deemed obligated to restore if Partner Loan Nonrecourse Deductions were treated as Nonrecourse Deductions; and

ii. Debit to such capital account the items described in Treas. Reg. Section 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), and 1.704-1(b)(2)(ii)(d)(6).

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Treas. Reg. Section 1.704-1(b)(2) (ii)(d) and shall be interpreted consistently therewith.

b. Nonrecourse Deductions has the meaning set forth in Treas. Reg. Section 1.704-2(c). The amount of Nonrecourse Deductions for a Partnership fiscal year equals the net increase, if any, in the amount of Partnership Minimum Gain during that fiscal year, determined according to the provisions of Treas. Reg. Section 1.704-2(c).

c. Partner Loan Nonrecourse Deductions has the meaning set forth in Treas. Reg. Section 1.704-2(i)(2). The amount of Partner Loan Nonrecourse Deductions with respect to a Partner Nonrecourse Debt for a Partnership fiscal year equals the excess, if any, of the net increase, if any, in the amount of Partner Minimum Gain attributable to such Partner Nonrecourse Debt during that fiscal year over the aggregate amount of any distributions during that fiscal year to the General Partners, Limited Partners, or assignees or transferees of a partnership interest that bear the economic risk of loss for such Partner Nonrecourse Debt to the extent such distributions are from the proceeds of such Partner Nonrecourse Debt and are allocable to an increase in Partner Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Treas. Reg. Section 1.704-2(i)(2).

d. Partner Minimum Gain means an amount, with respect to each Partner Nonrecourse Debt, equal to the Partnership Minimum Gain that would result if such Partner Nonrecourse Debt were treated as a nonrecourse liability (as defined in Treas. Reg. Section 1.704-2(b)(3)), determined in accordance with Treas. Reg. Section 1.704-2(i).

e. Partner Nonrecourse Debt has the meaning set forth in Treas. Reg. Section 1.704-2(b)(4).

f. Partnership Minimum Gain has the meaning set forth in Treas. Reg. Section 1.704-2(d).

g. Regulations means the regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

h. Service means the Internal Revenue Service.

Section 4.10. Certain Interests of General Partners. Notwithstanding anything to the contrary that may be expressed or implied in this Agreement, the interests of all General Partners, taken together, in each material item of Partnership income, gain, loss, deduction or credit is equal to at least one percent (1%) of each such item at all times during the existence of the Partnership. In determining the General Partners' interests in such items, both the limited and general partnership units owned by the General Partners may be taken into account.

ARTICLE FIVE

DISTRIBUTIONS

Distributions by the Partnership to the Partners shall be made when and as determined by the General Partner.

ARTICLE SIX

MANAGEMENT AND PARTNERS' DUTIES

Section 6.01. Management of Partnership. The General Partners shall be responsible for conducting the business and operations of the Partnership and each General Partner shall devote so much attention, skill and energies to the business and operations of the Partnership as may be reasonable and/or necessary to promote adequately the interests of the Partnership and the mutual interest of all Partners.

Section 6.02. Operation of Partnership Business. All decisions and determinations respecting the operation of the Partnership, its business or properties shall be made or taken by Partnership Action and the General Partners shall have the exclusive right and authority to manage, conduct and operate the business of the Partnership. Specifically, but not by way of limitation, upon authorization by Partnership Action, the General Partners and the Partnership shall have the right, power and authority to do or cause to be done any and all acts deemed by the General Partners to be necessary or appropriate including, without limitation, the right, power and authority:

a. To borrow money for the Partnership and to issue notes, debentures and any other debt securities of the Partnership, to mortgage, or subject to any other security instrument or lien, any or all of the property of the Partnership, and to repay, refinance, modify, consolidate or extend any loan and any mortgage or other security instrument or lien;

b. To acquire or enter into any contract of insurance for the protection of the Partnership, for the conservation of Partnership assets, or for any other purpose convenient or beneficial to the Partnership;

c. To pay, either directly or by reimbursement, the General Partners or others, for all operating costs and general administrative expenses;

d. To settle, compromise, arbitrate or otherwise adjust claims in favor of or against the Partnership, on such terms and in such manner as the General Partners may determine, and similarly to prosecute, settle or defend litigation with respect to the Partners, the Partnership or any assets of the Partnership;

e. To execute, acknowledge, swear to and deliver any contract, note, deed, mortgage, assignment, lease, agreement, check, draft, bill of sale or other document or instrument which the General Partners deem necessary to effectuate and exercise the rights and powers possessed;

f. To invest any excess funds of the Partnership in savings accounts, in federally insured financial institutions, in certificates of deposit issued by federally insured financial institutions, in short term interest bearing obligations of publicly held corporations, state and local governments and the United States, and money market funds;

g. To make any and all elections required or permitted to be made by the Partnership under the Code and take such action, execute and deliver such documents and to perform such acts as provided in Section 7.02 below;

h. To admit a person as an additional or substitute Limited Partner or as an additional or substitute General Partner as otherwise provided by this Agreement;

i. To obligate the Partnership to incur debts in the ordinary course of the business of the Partnership;

j. To enter into any agreement for the sharing of profits or any joint venture with any person or entity;

k. To manage, lease, sell and otherwise deal with and use Partnership assets at such price, rental or amount, in the form of cash, securities, or other property, and upon such terms and conditions, as the General Partners may determine;

l. To let or lease all or any portion of any of the assets of the Partnership, whether or not the terms of said leases extend beyond the termination date of the Partnership and whether or not any portion of the assets so leased are to be occupied by the lessee, or, in turn, subleased in whole or part to others for such consideration and on such terms as the General Partners may determine;

m. To sell, assign, convey or otherwise dispose of for such consideration and upon such terms and conditions as the General Partners may determine, all or any part of the property of the Partnership, and in connection therewith to execute and deliver such instruments as the General Partners may determine;

n. To employ on behalf of the Partnership agents, employees, accountants, lawyers, consultants, real estate managers, brokers and such other persons, as the General Partners may deem necessary or appropriate, and to pay therefor such remuneration to pay therefor such remuneration as the General Partners may deem reasonable and appropriate;

o. To purchase, lease, acquire or obtain the use of machinery, equipment, tools, materials and all other kinds and types of real or personal property that may in any way be deemed necessary or appropriate for the conduct of the business of the Partnership;

p. To designate from among themselves a Managing Partner who shall exercise such rights and powers and undertake such duties as may be delegated to the Managing Partner by the General Partners or as are specified in this Agreement; and

q. To take such other action, execute and deliver such other documents and perform such other acts as may be necessary or appropriate for the conduct of the business and affairs of the Partnership and to possess and enjoy all of the rights and powers of a general partner as provided by the Act.

Section 6.03. Control of the Business by Limited Partners. In no event shall a Limited Partner (except one who may also be a General Partner, and then only in his capacity as a General Partner and within the scope of his authority under this Agreement) be permitted to participate in the control of the business of the Partnership. For this purpose, a Limited Partner does not participate in the control of the business of the Partnership solely by doing one (1) or more of the enumerated powers set forth under Delaware State Law. In addition, the reference to the enumeration of the powers set forth under Delaware State Law is not intended, and shall not be construed, to create any greater liability for the obligations of the Partnership than is imposed upon a Limited Partner by Delaware State Law.

Section 6.04. Limitations of General Partners. The General Partners shall not have any right, power or authority without the prior written consent of all Partners:

a. To do any act in contravention or violation of this Agreement or the Certificate of Limited Partnership;

b. To do any act which would make it impossible to carry on the business of the Partnership;

c. To confess a judgment against the Partnership;

d. To possess any Partnership property, or assign the rights of the Partners in the specific Partnership property, for other than a Partnership purpose;

e. To assign the Partnership property or assets in trust for creditors or on the basis of an assignee's promise or undertaking to pay the debts or obligations of the Partnership; or

f. To cause the Partnership to make loans to the General Partners or to commingle Partnership funds with the funds of others.

Section 6.05. Liability of the General Partners. As among the Partners, and except for losses caused by the fraud of the General Partners, no personal liability shall be imposed upon the General Partners with respect to any of the obligations and duties imposed upon them by the terms of this Agreement, or with respect to the liabilities of the Partnership. The liabilities of the General Partners arising from their performance of those obligations and duties imposed upon them by the terms of this Agreement and the liabilities of the Partnership shall be enforced and satisfied only out of the assets of the Partnership. The Partnership shall indemnify and save harmless the General Partners from any loss or damage incurred by reason of any act performed by them for and on behalf of the Partnership and in furtherance of its interests unless such act constituted gross negligence, willful or wanton misconduct, or intentional malfeasance.

ARTICLE SEVEN

BANK ACCOUNTS, FISCAL YEAR, BOOKS, ACCOUNTING AND ELECTIONS

Section 7.01. Tax Elections. All elections required or permitted by the Partnership under the terms of the Code shall be made by Partnership Action in such manner as will be most advantageous to all Partners and the Partnership. In the event of the distribution of property by the Partnership within the meaning of Section 734 of the Code, or the transfer of an interest in the Partnership within the meaning of Section 743 of the Code, the General Partners, in their sole discretion, may elect to adjust the basis of the Partnership property pursuant to Sections 734, 743 and 754 of the Code. Any Partners affected by such election shall supply the information as may be required to make, or give effect to, such elections by the Partnership.

Section 7.02. Other Tax Matters. The General Partners shall make such elections and shall take such other action as the General Partners believe necessary (a) to extend the statute of limitations for assessment of tax deficiencies against the Limited Partners with respect to any adjustment to the Partnership's federal and state income tax returns; (b) to cause the Partnership and the Limited Partners to be represented before the Service, any other taxing authorities or any courts in matters affecting the Partnership and the Limited Partners; and (c) to cause to be executed any agreements or other documents that bind the Limited Partners with respect to such tax matters or otherwise affect the rights of the Partnership or the Limited Partners. The General Partners are specifically authorized to act as the "Tax Matters Partners" under the Code and in any similar matter under state law.

Section 7.03. Required Records. The General Partners shall continuously maintain the following documents at the Partnership's registered office:

a. A current list of the full name and last known mailing address of each Partner (specifying separately the General and Limited Partners) in alphabetical order;

b. A copy of the Certificate of Limited Partnership and all certificates of amendment thereto, together with executed copies of any powers of attorney pursuant to which any certificate has been executed;

c. Copies of the Partnership's federal, state and local tax returns and reports, if any, for the three (3) most recent years;

d. Copies of this Agreement, any amendments to this Agreement and any amended and restated partnership agreements;

e. Copies of any financial statements of the Partnership for the three (3) most recent years; and

f. A current list showing the amounts of cash and a description and a statement of and the value of other property and services which each Partner agreed to contribute to the Partnership and actually contributed to the Partnership.

The General Partners shall make these documents available during normal business hours for inspection and copying, at the reasonable request of and at the expense of any Partner. The General Partners shall not be required to deliver or to mail to each Limited Partner a copy of the Certificate of Limited Partnership, or any amendments thereto, upon the return of either the certificate or any amendments from the Secretary of State of the State of Delaware.

ARTICLE EIGHT

TERMINATION AND DISSOLUTION

Section 8.01. Priority of Dissolution. Upon the occurrence of any of the events set forth in Section 8.02 below, the Partnership shall be dissolved, the affairs of the Partnership wound up and the property of the Partnership distributed and applied in the following order of priority:

a. First, to the payments of any debts and liabilities of the Partnership owing to persons other than any of the Partners;

b. Second, to the payment of any debts and liabilities of the Partnership owing to any Partner, but in the event the amount available for such payment is insufficient to satisfy all such debts and liabilities, then to such Partners in the proportion which their respective claims bear to the claims of all such Partners; and

c. Last, to the Partners in the proportion which the positive balance in each Partner's positive capital account bears to the aggregate capital account balance of all Partners at that time.

No Partner shall have a priority over any other Partner with respect to the distribution under subparagraph (c) above. Distributions made in accordance with this Section 8.01 shall be in full satisfaction of the Partner's claim against the Partnership for distribution and liquidation. A General Partner (but not a Limited Partner) shall be liable to restore to the Partnership any negative balance standing in such Partner's capital account, following the distributions required under this Section 8.01, which amount shall, when paid to the Partnership, be distributed by the Partners to the creditors of the Partnership, or to the other Partners in accordance with this Section 8.01. The Partner restoring any such negative balance shall be required to do so at a time not later than the latest permissible time permitted under Treas. Reg. Section 1.704-1(b)(2)(ii). In making distributions to the Partners, the positive capital account balances of the Partners shall be determined after taking into account all capital account adjustments required by Treas. Reg. Section 1.704-1(b)(2).

Section 8.02. Events Causing Dissolution. The following events shall cause the dissolution of the Partnership:

a. Upon the mutual consent in writing executed by all Partners;

b. Upon the occurrence of an event specified under the laws of the State of Delaware as one effecting dissolution (except to the extent as may be otherwise provided in this Agreement);

c. Upon the withdrawal of a General Partner at a time when there is no other General Partner (except to the extent as may be otherwise provided in this Agreement);

d. Upon the entry of a decree of judicial dissolution under the Act; or

e. Upon the failure of a new General Partner to qualify under the provisions of Section 8.04 below.

Section 8.03. Agreement in Event of Dissolution by Act or Event Relating to Less Than All Partners. If the act of, or an event relating to, less than all Partners (the "Dissolving Partners"), including, without limitation, the withdrawal of a General Partner, shall for any purpose be considered an event of dissolution of the Partnership, then the remaining Partners shall enter into a new partnership upon the terms and conditions set forth above and upon the same terms and conditions governing the present Partnership, and each party to this Agreement hereby agrees for himself, his executor, administrator, heirs and assigns to enter into such new partnership and to execute any and all instruments necessary therefor. The act or event relating to the Dissolving Partners shall be treated as a notice of withdrawal by the Dissolving Partners of the entire capital account or capital accounts of the Dissolving Partners.

Section 8.04. Designation of a General Partner. Upon the withdrawal of Radio One, Inc. as a General Partner or upon the withdrawal of the last General Partner who may have been designated in accordance with the provisions of this Section 8.04, the Partnership shall continue for a period not exceeding ninety (90) days immediately following the withdrawal of the last General Partner. During such time, the Partners holding more than fifty percent (50%) of the total number of capital units held by all Partners at that time shall designate a person or other legal entity as a new General Partner and such designee shall become a new General Partner by accepting such designation in writing and assuming the obligations of the last General Partner under this Agreement. In the event a new General Partner is not qualified within the time prescribed, then at the expiration of such period the Partnership shall dissolve and the affairs of the Partnership wound up and the property of the Partnership distributed as provided in this Article Eight. Except as provided in the immediately preceding sentence, if the withdrawal of any General Partner shall for any purpose be considered as a dissolution of the Partnership, then the provisions set forth in this Section 8.04 shall be construed as an agreement to enter into a new partnership upon the terms and conditions set forth in this Agreement and each party to this Agreement hereby agrees for himself, his executor, administrator, heirs and assigns to enter into such new partnership and to execute any and all instruments necessary therefor.

Section 8.05. Bankruptcy, Incompetency or Death of a Limited Partner. Upon the bankruptcy of a Limited Partner, then the trustee of such bankrupt Limited Partner shall be considered an assignee of such Limited Partner's interest in this Partnership and such trustee shall be entitled only to the rights and benefits not inconsistent with this Agreement as are presently provided under Delaware State Law for a creditor of a person having a partnership interest.

Section 8.06. Time to Dissolve. A reasonable time shall be allowed for the orderly liquidation of the assets of the Partnership and the discharge of liabilities to creditors so as to minimize the normal losses attendant upon such liquidation. Each of the Partners during the course of winding up the Partnership affairs and dissolution shall be furnished with a statement prepared by the General Partners which shall set forth the assets and liabilities of the Partnership as of the date of the termination of the Partnership.

Section 8.07. Date of Termination. The Partnership shall be terminated when all of its assets have been applied and distributed in accordance with the provisions of Section 8.01 above. The establishment of any reserves for the payment of any contingent or unforeseen liabilities or obligations of the Partnership shall not have the effect of extending the term of the Partnership, and such reserve shall be applied and distributed in the manner otherwise provided in Section 8.01 above upon the expiration of the period of such reserve. Upon the termination of the Partnership, there shall be recorded a Certificate of Cancellation of the Partnership.

Section 8.08. Contingent Liabilities. Notwithstanding any of the provisions of this Agreement, upon the dissolution of the Partnership each General Partner shall continue to be personally liable for the liabilities of the Partnership (absolute, contingent or otherwise, and whether or not known at the time of dissolution) which become payable subsequent to the date of dissolution arising out of events occurring prior to the date of dissolution. Each General Partner shall be responsible for the proportion of such liability as such General Partner was liable prior to the dissolution of the Partnership in accordance with Section 3.03 above. Each General Partner shall, if necessary, pay to the other General Partners any amounts as are necessary to insure that the terms of this Section are made fully effective.

ARTICLE NINE

AMENDMENT AND ENTIRE AGREEMENT

This Agreement shall not be amended, altered, changed or added to except by a written instrument executed by all Partners as of the time of such alteration or amendment. This instrument contains the entire understanding and agreement of the Partners with respect to all matters referred to herein and all prior negotiations and understandings are hereby merged into this Agreement.

ARTICLE TEN

DEALINGS WITH THE PARTNERSHIP

Section 10.01. Dealings With the Partnership. Any Partner may deal with the Partnership as an independent contractor or as an agent for others, and may receive from such others or the Partnership normal profits, compensation, commissions or other income incident to such dealings.

Section 10.02. Dealings Outside the Partnership. During the continuance of the Partnership, the General Partners individually or collectively shall, at any time and from time to time, devote such time and effort to the Partnership business as may be necessary to promote adequately the interests of the Partnership and the mutual interests of the Partners. Except as otherwise provided by agreement with one or more of the General Partners, the General Partners shall not be required to devote full time to Partnership business. During the continuance of the Partnership, the Partners individually or collectively may, at any time and from time to time, engage in and possess an interest in other business ventures of any and every type and description, independently or with others, and neither the Partnership nor any Partner shall by virtue of this Agreement have any right, title or interest in or to such independent ventures of the Partners.

Section 10.03. Partners' Salary. No Partner shall receive a regular salary or fees for services rendered in management or operation of the Partnership business or property unless specifically agreed to by Partnership Action and such agreement is evidenced by a written agreement specifying such salary; provided, however, that no Partner shall be required to contribute any materials or services for the business or operations of the Partnership and, to the extent any Partner provides such services or the use of any equipment to the Partnership which the Partnership would otherwise have been required to obtain by contract, the Partner or Partners providing such services or equipment shall be paid by the Partnership at the customary or prevailing rates for such service or equipment in the locale where they were provided.

Section 10.04. Management Fee. Any Partner may, by agreement of the Partners, be compensated for performance of its duties and responsibilities as a Partner. Any such compensation shall be considered guaranteed payments within the meaning of Section 707(c) of the Code.

Section 10.05. Fiduciary Obligations. The General Partners shall have a fiduciary responsibility to all Partners, both General and Limited, and shall exercise the General Partners' rights and powers in such manner as will best serve the interests of all Partners, including the safekeeping and use of all funds and assets of the Partnership, whether or not in their immediate possession or control. The General Partners shall not employ, or permit another to employ, such funds or assets in any manner except for the exclusive benefit of the Partnership.

ARTICLE ELEVEN

POWER OF ATTORNEY

Section 11.01. Power of Attorney. Each Limited Partner does hereby nominate, constitute and appoint the General Partners as said Limited Partner's true and lawful agent and attorney-in-fact, in said Limited Partner's name, place and stead, to make, execute, acknowledge, swear to and file:

a. Any certificate or other instrument which may be required to be filed by the Partnership under the laws of any state or of the United States; and

b. Any and all amendments, modifications, or cancellations of such certificate or instrument, including any amendment to the Certificate of Limited Partnership required in accordance with the provisions of this Agreement and the Special Power of Attorney which is attached hereto as Exhibit "13.01" and incorporated herein by reference.

Section 11.02. Appointment Irrevocable. This power of attorney granted herein being coupled with an interest is irrevocable and shall not be affected by death or incompetence of the principal and, in addition, shall be effective to the fullest extent permitted under Delaware State Law.

ARTICLE TWELVE

GENERAL

Section 12.01. Notices and Registered Agent. The registered agent of the Partnership shall be as follows:

REGISTERED AGENT: Corporation Service Company
2711 Centerville Road, Suite 400
Wilmington, DE 19808

or at such other address as may hereafter be designated in accordance with the Act. All notices, demands, offers or other communication which any party hereto is required or may desire to give to any other party hereto may be delivered in person or may be mailed by certified or registered mail, postage prepaid, addressed to the other party as follows:

PARTNERSHIP:	Radio One of Indiana, L.P. 21 East St. Joseph Street Indianapolis, IN 46204 Attention: General Manager
GENERAL PARTNER:	Radio One, Inc. 5900 Princess Garden Pkwy. 8th Floor Lanham,MD 20706
LIMITED PARTNERS:	Radio One of Texas II, LLC 5900 Princess Garden Pkwy. 8th Floor Lanham,MD 20706

or at such other address as any Partner may hereafter specify in writing to the Partnership and the other Partners. Any notice or demand pursuant to this Agreement shall be deemed given and received immediately if delivered in person or if delivered by mail then forty-eight (48) hours after deposit in United States mail postage prepaid.

Section 12.02. Partnership Action. As used in this Agreement, the term "Partnership Action" shall mean authorization by a majority of the General Partners at that time.

Section 12.03. Certificate of Limited Partnership. As soon as practicable after the execution of this Agreement, the Partnership shall cause to be filed with the Secretary of State of the State of Delaware a Certificate of Limited Partnership meeting the requirements of the Act. In addition, the Partnership shall cause to be filed any amendment to the Certificate of Limited Partnership as required by under Delaware State Law or as the General Partners deem advisable and permitted by Delaware State Law.

Section 12.04. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which may be executed by one of the parties hereto, with the same force and effect as though all the parties executing such counterparts had executed but one instrument.

Section 12.05. Titles. The titles and headings in this Agreement are for convenience only and shall in no way affect, limit or control the meaning or application of any article or section hereof.

Section 12.06. Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Delaware.

Section 12.07. Time of Essence. Time is of the essence in this Agreement and all the terms and provisions hereof. This Agreement and all the terms and provisions hereof shall, except as herein otherwise provided, inure to the benefit of and shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

Section 12.08. Partial Invalidity. If any of the terms and provisions of this Agreement are determined to be invalid, such invalid term or provision shall not affect or impair the remainder of this Agreement, but such remainder shall continue in full force and effect to the same extent as though such invalid term or provision were not contained herein.

Section 12.09. Singular and Plural. In this Agreement, whenever the context so requires, the singular includes the plural and the plural includes the singular.

Section 12.10. General and Limited Partners. As provided in Section 3.01 above, capital units may be held by either General and Limited Partners of the Partnership and a Partner may be both a General and Limited Partner of the Partnership. For purposes of determining a Partner's rights and obligations under this Agreement, a Partner who is both a General and Limited Partner shall have such Partner's rights and obligations determined independently as though such Partner held only a General or Limited Partnership interest.

Section 12.11. Further Action. The Partners shall execute and deliver all documents, provide all information and take or forebear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

Section 12.12. Pronouns. All pronouns and variations thereof shall be deemed to refer to the masculine, feminine and neuter as the identity of the person or persons may require.

Section 12.13. Partnership Obligations Binding. Each Partner agrees that the promises, covenants and conditions contained herein are given individually and as a Partner and inure to and are binding upon his successors, assigns and estate.

Section.12.14. Partition. The Partners hereby agree that no Partner, nor any successor in interest to any Partner, shall have the right while this Agreement remains in effect to have the Partnership property partitioned, or to file a complaint or institute any proceeding at law or in equity to have the property partitioned, and each Partner on behalf of himself, his successors, successors in title and assigns, hereby waives any such right.

Section 12.15. Signatory Requirements. Each Limited Partner or additional or substitute Limited Partner may become a signatory hereof by signing a Limited Partner Signature Page to this Agreement and such other instruments as the General Partners shall determine. By so signing, each Limited Partner or additional or substitute Limited Partner shall be deemed to have adopted and agreed to be bound by all the provisions of this Agreement, as amended from time to time in accordance with the provisions of this Agreement.

Section 12.16. Statutory Accountings Etc. The Partners hereby agree that no Partner, nor any successor in interest to any Partner, shall have the right while this Agreement remains in effect to any statutory right to an accounting or to institute any proceeding at law or in equity to obtain such accounting, and each Partner on behalf of himself, his successors, successors in title and assigns, hereby waives any such rights.

Section 12.17. Book Value. As used in this Agreement, the term "Book Value" of any item of Partnership property as of any particular date shall be determined as follows: (a) the Book Value of any item of property contributed by a Partner to the capital of the Partnership shall be the agreed-upon gross fair market value of such item of property as of the date such property was contributed to the Partnership, as adjusted for depreciation, depletion, cost recovery and amortization deductions with respect to such property computed in the manner provided in Section 4.01(a) above; and (b) the Book Value of any other item of Partnership property shall be its adjusted basis for Federal income taxation purposes.

IN WITNESS WHEREOF, the parties hereto have set their hands, effective as of the day and year first above written, on this 31st day of December, 2001.

GENERAL PARTNER	LIMITED PARTNER
RADIO ONE, INC.	RADIO ONE OF TEXAS II, LLC
By: /s/ Scott R. Royster	By: /s/ Linda J. Eckard Vilardo
SCOTT R. ROYSTER	LINDA J. ECKARD VILARDO
Executive VP/CFO	Vice President

STATE OF MARYLAND)
)SS:
COUNTY OF PRINCE GEORGE'S)

Before me, a Notary Public in and for said county and state, personally appeared Scott R. Royster known to me to be the EVP/CFO of Radio One, Inc., and who executed this Agreement on behalf of Radio One, Inc., as a General Partner, and being duly sworn, acknowledged that execution for the purposes therein contained as of the date of the Agreement referred to therein.

Witness my hand and official seal.

[ILLEGIBLE]
Notary Public
Residing in PG County, Maryland

My Commission Expires:

9/13/05

STATE OF MARYLAND)
)SS:
COUNTY OF PRINCE GEORGE'S)

Before me, a Notary Public in and for said county and state, personally appeared Linda J. Eckard Vilardo known to me to be the VP of Radio One of Texas II, LLC, and who executed this Agreement on behalf of Radio One of Texas II, LLC, as a Limited Partner, and being duly sworn, acknowledged that execution for the purposes therein contained as of the date of the Agreement referred to therein.

Witness my hand and official seal.

[ILLEGIBLE]
Notary Public
Residing in PG County, Maryland

My Commission Expires:

9/13/05

EXHIBIT "3.02"

LIMITED PARTNERSHIP AGREEMENT

OF

RADIO ONE OF INDIANA. L.P.

Description of Property		Value
Assets:		
	Cash	$ 10,000.00
TOTAL GROSS VALUE		$ 10,000.00
Liabilities:		
	None	$ 0.00
TOTAL LIABILITIES		$ 0.00
TOTAL NET VALUE		$ 10.000.00

EXHIBIT "11.01"

SPECIAL POWER OF ATTORNEY

The undersigned, Radio One of Texas II, LLC, effective as of December 31, 2001, hereby constitutes and appoints the General Partners of Radio One of Indiana, L.P., a limited partnership being organized under Delaware State Laws (hereinafter referred to as the "Partnership"), and any one of them, as the undersigned's true and lawful attorney-in-fact in the undersigned's name, place and stead to:

1. Sign and certify under oath such original Certificate of Limited Partnership with respect to the Partnership as is required by Delaware State Law.

2. Sign and certify under oath such amended Certificates of Limited Partnership with respect to the Partnership as required from time to time in order to reflect:

a. A change in the name of the Partnership;

b. The admission of a new General Partner in accordance with the provisions of the Partnership Agreement;

c. The withdrawal of a General Partner in accordance with the provisions of the Partnership Agreement;

d. The continuation of the business of the Partnership after an event of withdrawal of a General Partner in accordance with the provisions of the Partnership Agreement;

e. The discovery by a General Partner that any statement in the original Certificate of Limited Partnership or any amendment thereof was false when made;

f. The facts or arrangements described in the original Certificate of Limited Partnership or any amendment thereof have changed making the original Certificate of Limited Partnership or any amendment thereof inaccurate in any respect; or

g. Any other change or modification of the original Certificate of Limited Partnership or any amendment thereof that the General Partners agree to.

3. Execute such amendments to the Limited Partnership Agreement of the Partnership as are necessary to reflect the admission of additional Limited Partners or substitution of Limited Partners in accordance with the agreement.

4. Execute and file all documents which may be required to effect the dissolution of the Partnership pursuant to the Limited Partnership Agreement.

5. Execute and file all assumed name certificates required to be filed on behalf of the Partnership.

This power of attorney is coupled with an interest and shall be irrevocable to the General Partners and any one of them, so long as said person or persons continues as a General Partner of the Partnership and shall not be affected by the death or incompetence of the principal and, in addition, shall be effective to the fullest extent permitted under Delaware State Law.

This special power of attorney shall be governed by and construed in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this special power of attorney, effective as of the day and year first above written, on this 31st day of December, 2001.

RADIO ONE OF TEXAS II, LLC

By: /s/ Linda J. Eckard Vilardo

LINDA J. ECKARD VILARDO
Vice President

STATE OF MARYLAND)
)SS.
COUNTY OF)

Before me, a Notary Public in and for said county and state, personally appeared Linda J. Eckard Vilardo known to me to be the individual described in, and who executed this Special Power of Attorney, and being duly sworn, [he/she] acknowledged that [he/she] executed the same for the purposes therein contained as of the date referred to therein.

Witness my hand and official seal.

/s/ [ILLEGIBLE]

Notary Public
Residing in PG County, Maryland

My Commission Expires:

9/13/05

EXHIBIT 3.64

LIMITED LIABILITY COMPANY AGREEMENT
OF
RADIO ONE OF TEXAS I, LLC

This Limited Liability Company Agreement (the "Agreement") of Radio One of Texas I, LLC, a Delaware limited liability company (the "Company"), is made as of December 17, 2001, by Radio One, Inc., a Delaware corporation (the "Member").

In consideration of the agreements and obligations set forth herein and intending to be legally bound, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member hereby agrees as follows:

1. Formation. The Company was formed on November 20, 2001 by filing a Certificate of Formation with the Delaware Secretary of State pursuant to the Delaware Limited Liability Company Act (the "Delaware Act") and on behalf of the Member.

2. Name. The name of the Company is "Radio One of Texas I, LLC" and all Company business shall be conducted under such name.

3. Purpose. The Company is formed for the purpose of engaging in any lawful act or activity for which limited liability companies may be formed under Delaware law and engaging in any and all activities necessary, convenient, desirable or incidental to the foregoing.

4. Principal Place of Business. The principal place of business of the Company shall be at c/o 5900 Princess Garden Parkway, 8th Floor, Lanham, MD 20706.

5. Member. The name and mailing address of the Member is as follows:

Name	Address
Radio One, Inc.	5900 Princess Garden Parkway 8th Floor Lanham, MD 20706

6. Registered Agent and Office. The street address of the initial registered office of the Company shall be: 2711 Centerville Road, Suite 400, Wilmington, DE 19808. The name of the Company's registered agent at such address is: Corporation Service Company. At any time, the Member may designate a different registered agent and/or registered office.

7. Powers. The Company shall have the power and authority to take any and all actions necessary, appropriate, proper, advisable, incidental or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by the members of limited liability companies under Delaware law.

8. Management of the Company. The business affairs of the company shall be managed by the Member in accordance with Section 18-402 of the Delaware Act. Management of the Company shall be vested in the Member. The Member shall have sole and complete discretion in determining whether to issue Units, the number of Units to be issued at any particular time, the purchase price for any Units issued, and all other terms and conditions governing any Units or the issuance thereof. The Member may appoint a President, one or more Vice Presidents, a Treasurer, a Secretary and/or one or more other officers as it deems necessary, desirable or appropriate, with such authority and upon such terms and conditions as the Member deems appropriate or, in the absence of such determination by the Member, as are appropriate to an officer with a similar title of a Delaware corporation. Any such officer shall serve at the pleasure of the Member and may be removed, with or without cause, by the Member.

9. Relationship Between the Member and the Company.

(a) The Member, its Affiliates (hereinafter defined), and the directors, officers and employees of the Member and its Affiliates may enter into agreements with the Company providing for the performance of services for the Company, and the receipt of such compensation as the Company may agree to pay.

(b) The Member, Manager (as defined in the Delaware Act) or officers of the Company shall not be liable or accountable in damages or otherwise to the Company or the Member for any act or omission done or omitted by him, her or it in good faith, unless such act or omission constitutes gross negligence or willful misconduct on the part of the Member, Manager or officer of the Company. The Company is expressly permitted in the normal course of its business to enter into transactions with any or all Managers, Members or officers or with any Affiliates of any such Manager, Member or officer.

(c) All expenses incurred with respect to the organization, operation and management of the Company shall be born by the Company. The Member shall be entitled to reimbursement from the Company for direct expenses allocable to the organization, operation and management of the Company.

(d) "Affiliate" shall mean any Person (hereinafter defined) directly or indirectly controlling, controlled by or under common control with the Person in question; and, if the Person in question is not an individual, any executive officer or director of the Person in question or of any Person directly or indirectly controlling the Person in question. As used in this definition of "Affiliate," the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. "Person" shall mean any individual, corporation, association, partnership, limited liability company, joint venture, trust, estate or other entity or organization.

10. Indemnity. In accordance with Section 18-108 of the Delaware Act, the Company shall indemnify and hold harmless any Member, Manager, officer of the Company and Affiliate thereof (individually, in each case, an "Indemnitee") to the fullest extent permitted by law against

any loss, liability,, damage, judgment, demand, claim, cost or expense incurred by or asserted against the Indemnitee (including, without limitation, reasonable attorney's fees and disbursements incurred in the defense thereof) arising out any act or omission of the Indemnitee in connection with the Company.

11. Capital Contributions. The Member has made an initial capital contribution to the Company of $1,000.00, and the Company has issued to the Member the entire membership interest in the Company. The Member is not required to make any additional contributions to the Company.

12. Allocation of Profits and Losses. The Company's profits and losses, and all items allocable for tax purposes, shall be allocated to the Member.

13. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts as determined by the Member.

14. Assignments. The Member may assign in whole or in part its limited liability interest in the Company in accordance with the Delaware Act.

15. Admission of Additional Members. One or more additional members may be admitted to the Company with the consent of the Member upon such terms and conditions as the Member, in its discretion, shall approve. In the event of the admission of any new Member or Members, the Member and such additional Member or Members shall execute an appropriate amendment to this Agreement reflecting such terms and conditions and such other matters which the Member deems appropriate or upon which the Member and such additional Member or Members shall agree.

16. Resignation of Member. The Member may resign from the Company in accordance with the Delaware Act.

17. Liability of Member. Except as otherwise required in the Delaware Act, the debts, obligations, and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, the Member shall not be obligated for any such debt, obligation or liability of the Company solely by reason of being a Member or participating in the management of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under the Delaware Act or this Agreement shall not be grounds for imposing liability on the Member for liabilities of the Company.

18. Dissolution. Dissolution of the Company will occur upon the consent of the Member to dissolution of the Company. The exclusive means by which the Company may be dissolved are set forth in this Section 18. The Company will not be dissolved upon the death, retirement, resignation, expulsion, bankruptcy, or dissolution of the Member or upon the occurrence of any other event which terminates the continued membership of the Member in the Company.

19. Amendments. This Agreement may be amended only in writing. Any such amendment must be approved and executed by the Member.

20. Binding Effect; Benefits. This Agreement shall be binding upon and inure to the benefit of the Member and, to the extent permitted by this Agreement, its successors, legal representatives and assigns. No Person other than the Member shall be entitled to any benefits under the Agreement, except as otherwise expressly provided. Reference to any Person in this Agreement includes such Person's successors and permitted assigns.

21. Captions. Captions contained in this Agreement are inserted as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

22. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

23. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware, all rights and remedies being governed by said laws.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Member has executed this Agreement as of the date and year first above written.

RADIO ONE, INC.

By: /s/ Scott R. Royster

Name : SCOTT R. ROYSTER
Title: Executive VP/CFO

EXHIBIT 3.65

LIMITED LIABILITY COMPANY AGREEMENT
OF
RADIO ONE OF TEXAS II, LLC

This Limited Liability Company Agreement (the "Agreement") of Radio One of Texas II, LLC, a Delaware limited liability company (the "Company"), is made as of December 17, 2001, by Radio One, Inc., a Delaware corporation (the "Member").

In consideration of the agreements and obligations set forth herein and intending to be legally bound, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member hereby agrees as follows:

1. Formation. The Company was formed on November 20, 2001 by filing a Certificate of Formation with the Delaware Secretary of State pursuant to the Delaware Limited Liability Company Act (the "Delaware Act") and on behalf of the Member.

2. Name. The name of the Company is "Radio One of Texas II, LLC" and all Company business shall be conducted under such name.

3. Purpose. The Company is formed for the purpose of engaging in any lawful act or activity for which limited liability companies may be formed under Delaware law and engaging in any and all activities necessary, convenient, desirable or incidental to the foregoing.

4. Principal Place of Business. The principal place of business of the Company shall be at c/o 5900 Princess Garden Parkway, 8th Floor, Lanham, MD 20706.

5. Member. The name and mailing address of the Member is as follows:

Name	Address
Radio One, Inc.	5900 Princess Garden Parkway 8th Floor Lanham, MD 20706

6. Registered Agent and Office. The street address of the initial registered office of the Company shall be is: 2711 Centerville Road, Suite 400, Wilmington, DE 19808. The name of the Company's registered agent at such address is: Corporation Service Company. At any time, the Member may designate a different registered agent and/or registered office.

7. Powers. The Company shall have the power and authority to take any and all actions necessary, appropriate, proper, advisable, incidental or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by the members of limited liability companies under Delaware law.

8. Management of the Company. The business affairs of the company shall be managed by the Member in accordance with Section 18-402 of the Delaware Act. Management of the Company shall be vested in the Member. The Member shall have sole and complete discretion in determining whether to issue Units, the number of Units to be issued at any particular time, the purchase price for any Units issued, and all other terms and conditions governing any Units or the issuance thereof. The Member may appoint a President, one or more Vice Presidents, a Treasurer, a Secretary and/or one or more other officers as it deems necessary, desirable or appropriate, with such authority and upon such terms and conditions as the Member deems appropriate or, in the absence of such determination by the Member, as are appropriate to an officer with a similar title of a Delaware corporation. Any such officer shall serve at the pleasure of the Member and may be removed, with or without cause, by the Member.

9. Relationship Between the Member and the Company.

(a) The Member, its Affiliates (hereinafter defined), and the directors, officers and employees of the Member and its Affiliates may enter into agreements with the Company providing for the performance of services for the Company, and the receipt of such compensation as the Company may agree to pay.

(b) The Member, Manager (as defined in the Delaware Act) or officers of the Company shall not be liable or accountable in damages or otherwise to the Company or the Member for any act or omission done or omitted by him, her or it in good faith, unless such act or omission constitutes gross negligence or willful misconduct on the part of the Member, Manager or officer of the Company. The Company is expressly permitted in the normal course of its business to enter into transactions with any or all Managers, Members or officers or with any Affiliates of any such Manager, Member or officer.

(c) All expenses incurred with respect to the organization, operation and management of the Company shall be borne by the Company. The Member shall be entitled to reimbursement from the Company for direct expenses allocable to the organization, operation and management of the Company.

(d) "Affiliate" shall mean any Person (hereinafter defined) directly or indirectly controlling, controlled by or under common control with the Person in question; and, if the Person in question is not an individual, any executive officer or director of the Person in question or of any Person directly or indirectly controlling the Person in question. As used in this definition of "Affiliate," the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. "Person" shall mean any individual, corporation, association, partnership, limited liability company, joint venture, trust, estate or other entity or organization.

10. Indemnity. In accordance with Section 18-108 of the Delaware Act, the Company shall indemnify and hold harmless any Member, Manager, officer of the Company and Affiliate thereof (individually, in each case, an "Indemnitee") to the fullest extent permitted by law against

any loss, liability, damage, judgment, demand, claim, cost or expense incurred by or asserted against the Indemnitee (including, without limitation, reasonable attorney's fees and disbursements incurred in the defense thereof) arising out any act or omission of the Indemnitee in connection with the Company.

11. Capital Contributions. The Member has made an initial capital contribution to the Company of $10,000.00, and the Company has issued to the Member the entire membership interest in the Company. The Member is not required to make any additional contributions to the Company.

12. Allocation of Profits and Losses. The Company's profits and losses, and all items allocable for tax purposes, shall be allocated to the Member.

13. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts as determined by the Member.

14. Assignments. The Member may assign in whole or in part its limited liability interest in the Company in accordance with the Delaware Act.

15. Admission of Additional Members. One or more additional members may be admitted to the Company with the consent of the Member upon such terms and conditions as the Member, in its discretion, shall approve. In the event of the admission of any new Member or Members, the Member and such additional Member or Members shall execute an appropriate amendment to this Agreement reflecting such terms and conditions and such other matters which the Member deems appropriate or upon which the Member and such additional Member or Members shall agree.

16. Resignation of Member. The Member may resign from the Company in accordance with the Delaware Act.

17. Liability of Member. Except as otherwise required in the Delaware Act, the debts, obligations, and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, the Member shall not be obligated for any such debt, obligation or liability of the Company solely by reason of being a Member or participating in the management of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under the Delaware Act or this Agreement shall not be grounds for imposing liability on the Member for liabilities of the Company.

18. Dissolution. Dissolution of the Company will occur upon the consent of the Member to dissolution of the Company. The exclusive means by which the Company may be dissolved are set forth in this Section 18. The Company will not be dissolved upon the death, retirement, resignation, expulsion, bankruptcy, or dissolution of the Member or upon the occurrence of any other event which terminates the continued membership of the Member in the Company.

19. Amendments. This Agreement may be amended only in writing. Any such amendment must be approved and executed by the Member.

20. Binding Effect; Benefits. This Agreement shall be binding upon and inure to the benefit of the Member and, to the extent permitted by this Agreement, its successors, legal representatives and assigns. No Person other than the Member shall be entitled to any benefits under the Agreement, except as otherwise expressly provided. Reference to any Person in this Agreement includes such Person's successors and permitted assigns.

21. Captions. Captions contained in this Agreement are inserted as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

22. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

23. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware, all rights and remedies being governed by said laws.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Member has executed this Agreement as of the date and year first above written.

RADIO ONE, INC.

By: /s/ Scott R. Royster

Name : SCOTT R. ROYSTER
Title: Executive VP/CFO

EXHIBIT 3.66

LIMITED LIABILITY COMPANY AGREEMENT
OF
RADIO ONE OF INDIANA, LLC

This Limited Liability Company Agreement (the "Agreement") of Radio One of Indiana, LLC, a Delaware limited liability company (the "Company), is made as of December 31,2001, by Radio One of Indiana, L.P., a Delaware limited partnership (the "Member").

In consideration of the agreements and obligations set forth herein and intending to be legally bound, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member hereby agrees as follows:

1. Formation. The Company was formed on November 20, 2001 by filing a Certificate of Formation with the Delaware Secretary of State pursuant to the Delaware Limited Liability Company Act (the "Delaware Act") and on behalf of the Member.

2. Name. The name of the Company is "Radio One of Indiana, LLC" and all Company business shall be conducted under such name.

3. Purpose. The Company is formed for the purpose of engaging in any lawful act or activity for which limited liability companies may be formed under Delaware law and engaging in any and all activities necessary, convenient, desirable or incidental to the foregoing.

4. Principal Place of Business. The principal place of business of the Company shall be at c/o 5900 Princess Garden Parkway, 8th Floor, Lanham, MD 20706.

5. Member. The name and mailing address of the Member is as follows:

Name	Address
Radio One of Indiana, L.P.	21 East St. Joseph Street Indianapolis, IN 46204 Attn: General Manager

6. Registered Agent and Office. The street address of the initial registered office of the Company shall be: 2711 Centerville Road, Suite 400, Wilmington, DE 19808. The name of the Company's registered agent at such address is: Corporation Service Company. At any time, the Member may designate a different registered agent and/or registered office.

7. Powers. The Company shall have the power and authority to take any and all actions necessary, appropriate, proper, advisable, incidental or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by the members of limited liability companies under Delaware law.

8. Management of the Company. The business affairs of the company shall be managed by the Member in accordance with Section 18-402 of the Delaware Act. Management of the Company shall be vested in the Member. The Member shall have sole and complete discretion in determining whether to issue Units, the number of Units to be issued at any particular time, the purchase price for any Units issued, and all other terms and conditions governing any Units or the issuance thereof. The Member may appoint a President, one or more Vice Presidents, a Treasurer, a Secretary and/or one or more other officers as it deems necessary, desirable or appropriate, with such authority and upon such terms and conditions as the Member deems appropriate or, in the absence of such determination by the Member, as are appropriate to an officer with a similar title of a Delaware corporation. Any such officer shall serve at the pleasure of the Member and may be removed, with or without cause, by the Member.

9. Relationship Between the Member and the Company.

(a) The Member, its Affiliates (hereinafter defined), and the directors, officers and employees of the Member and its Affiliates may enter into agreements with the Company providing for the performance of services for the Company, and the receipt of such compensation as the Company may agree to pay.

(b) The Member, Manager (as defined in the Delaware Act) or officers of the Company shall not be liable or accountable in damages or otherwise to the Company or the Member for any act or omission done or omitted by him, her or it in good faith, unless such act or omission constitutes gross negligence or willful misconduct on the part of the Member, Manager or officer of the Company. The Company is expressly permitted in the normal course of its business to enter into transactions with any or all Managers, Members or officers or with any Affiliates of any such Manager, Member or officer.

(c) All expenses incurred with respect to the organization, operation and management of the Company shall be borne by the Company. The Member shall be entitled to reimbursement from the Company for direct expenses allocable to the organization, operation and management of the Company.

(d) "Affiliate" shall mean any Person (hereinafter defined) directly or indirectly controlling, controlled by or under common control with the Person in question; and, if the Person in question is not an individual, any executive officer or director of the Person in question or of any Person directly or indirectly controlling the Person in question. As used in this definition of "Affiliate," the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. "Person" shall mean any individual, corporation, association, partnership, limited liability company, joint venture, trust, estate or other entity or organization.

10. Indemnity. In accordance with Section 18-108 of the Delaware Act, the Company shall indemnify and hold harmless any Member, Manager, officer of the Company and Affiliate thereof (individually, in each case, an "Indemnitee") to the fullest extent permitted by law against

any loss, liability, damage, judgment, demand, claim, cost or expense incurred by or asserted against the Indemnitee (including, without limitation, reasonable attorney's fees and disbursements incurred in the defense thereof) arising out any act or omission of the Indemnitee in connection with the Company.

11. Capital Contributions. The Member has made an initial capital contribution to the Company of $1,000.00, and the Company has issued to the Member the entire membership interest in the Company. The Member is not required to make any additional contributions to the Company.

12. Allocation of Profits and Losses. The Company's profits and losses, and all items allocable for tax purposes, shall be allocated to the Member.

13. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts as determined by the Member.

14. Assignments. The Member may assign in whole or in part its limited liability interest in the Company in accordance with the Delaware Act.

15. Admission of Additional Members. One or more additional members may be admitted to the Company with the consent of the Member upon such terms and conditions as the Member, in its discretion, shall approve. In the event of the admission of any new Member or Members, the Member and such additional Member or Members shall execute an appropriate amendment to this Agreement reflecting such terms and conditions and such other matters which the Member deems appropriate or upon which the Member and such additional Member or Members shall agree.

16. Resignation of Member. The Member may resign from the Company in accordance with the Delaware Act.

17. Liability of Member. Except as otherwise required in the Delaware Act, the debts, obligations, and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, the Member shall not be obligated for any such debt, obligation or liability of the Company solely by reason of being a Member or participating in the management of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under the Delaware Act or this Agreement shall not be grounds for imposing liability on the Member for liabilities of the Company.

18. Dissolution. Dissolution of the Company will occur upon the consent of the Member to dissolution of the Company. The exclusive means by which the Company may be dissolved are set forth in this Section 18. The Company will not be dissolved upon the death, retirement, resignation, expulsion, bankruptcy, or dissolution of the Member or upon the occurrence of any other event which terminates the continued membership of the Member in the Company.

19. Amendments. This Agreement may be amended only in writing. Any such amendment must be approved and executed by the Member.

20. Binding Effect; Benefits. This Agreement shall be binding upon and inure to the benefit of the Member and, to the extent permitted by this Agreement, its successors, legal representatives and assigns. No Person other than the Member shall be entitled to any benefits under the Agreement, except as otherwise expressly provided. Reference to any Person in this Agreement includes such Person's successors and permitted assigns.

21. Captions. Captions contained in this Agreement are inserted as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

22. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

23. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware, all rights and remedies being governed by said laws.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Member has executed this Agreement as of the date and year first above written.

RADIO ONE OF INDIANA, L,P.

By: Radio One, Inc., its General Partner

By: /s/ Scott R. Royster

Name: SCOTT R. ROYSTER
Tile: Executive VP/CFO

EXHIBIT 3.67

LIMITED LIABILITY COMPANY AGREEMENT
OF
SATELLITE ONE, L.L.C.

This Limited Liability Company Agreement (the "Agreement") of Satellite One, L.L.C., a Delaware limited liability company (the "Company"), is made as of December 31, 2001, by Radio One, Inc., a Delaware corporation (the "Member").

In consideration of the agreements and obligations set forth herein and intending to be legally bound, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member hereby agrees as follows:

1. Formation, The Company was formed on April 17, 2001 by filing a Certificate of Formation with the Delaware Secretary of State pursuant to the Delaware Limited Liability Company Act (the "Delaware Act") and on behalf of the Member.

2. Name. The name of the Company is "Satellite One, L.L.C." and all Company business shall be conducted under such name.

3. Purpose. The Company is formed for the purpose of engaging in any lawful act or activity for which limited liability companies may be formed under Delaware law and engaging in any and all activities necessary, convenient, desirable or incidental to the foregoing.

4. Principal Place of Business. The principal place of business of the Company shall be at c/o 5900 Princess Garden Parkway, 7th Floor, Lanham, MD 20706.

5. Member. The name and mailing address of the Member is as follows:

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

6. Registered Agent and Office. The street address of the initial registered office of the Company shall be: 2711 Centerville Road, Suite 400, Wilmington, DE 19808. The name of the Company's registered agent at such address is: Corporation Service Company. At any time, the Member may designate a different registered agent and/or registered office.

7. Powers. The Company shall have the power and authority to take any and all actions necessary, appropriate, proper, advisable, incidental or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by the members of limited liability companies under Delaware law.

8. Management of the Company. The business affairs of the company shall be managed by the Member in accordance with Section 18-402 of the Delaware Act. Management of the Company shall be vested in the Member. The Member shall have sole and complete discretion in determining whether to issue membership interests, the number of membership interests to be issued at any particular time, the purchase price for any membership interests issued, and all other terms and conditions governing any membership interests or the issuance thereof. The Member may appoint a President, one or more Vice Presidents, a Treasurer, a Secretary and/or one or more other officers as it deems necessary, desirable or appropriate, with such authority and upon such terms and conditions as the Member deems appropriate or, in the absence of such determination by the Member, as are appropriate to an officer with a similar title of a Delaware corporation. Any such officer shall serve at the pleasure of the Member and may be removed, with or without cause, by the Member.

9. Relationship Between the Member and the Company.

(a) The Member, its Affiliates (hereinafter defined), and the directors, officers and employees of the Member and its Affiliates may enter into agreements with the Company providing for the performance of services for the Company, and the receipt of such compensation as the Company may agree to pay.

(b) The Member, Manager (as defined in the Delaware Act) or officers of the Company shall not be liable or accountable in damages or otherwise to the Company or the Member for any act or omission done or omitted by him, her or it in good faith, unless such act or omission constitutes gross negligence or willful misconduct on the part of the Member, Manager or officer of the Company. The Company is expressly permitted in the normal course of its business to enter into transactions with any or all Managers, Members or officers or with any Affiliates of any such Manager, Member or officer.

(c) All expenses incurred with respect to the organization, operation and management of the Company shall be borne by the Company. The Member shall be entitled to reimbursement from the Company for direct expenses allocable to the organization, operation and management of the Company.

(d) "Affiliate" shall mean any Person (hereinafter defined) directly or indirectly controlling, controlled by or under common control with the Person in question; and, if the Person in question is not an individual, any executive officer or director of the Person in question or of any Person directly or indirectly controlling the Person in question. As used in this definition of "Affiliate," the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. "Person" shall mean any individual, corporation, association, partnership, limited liability company, joint venture, trust, estate or other entity or organization.

10. Indemnity. In accordance with Section 18-108 of the Delaware Act, the Company shall indemnify and hold harmless any Member, Manager, officer of the Company and Affiliate

thereof (individually, in each case, an "Indemnitee") to the fullest extent permitted by law against any loss, liability, damage, judgment, demand, claim, cost or expense incurred by or asserted against the Indemnitee (including, without limitation, reasonable attorney's fees and disbursements incurred in the defense thereof) arising out any act or omission of the Indemnitee in connection with the Company.

11. Capital Contributions. The Member has made an initial capital contribution to the Company of $ 10.00 and the Company has issued to the Member the entire membership interest in the Company. The Member is not required to make any additional contributions to the Company.

12. Allocation of Profits and Losses. The Company's profits and losses, and all items allocable for tax purposes, shall be allocated to the Member.

13. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts as determined by the Member.

14. Assignments. The Member may assign in whole or in part its limited liability interest in the Company in accordance with the Delaware Act.

15. Admission of Additional Members. One or more additional members may be admitted to the Company with the consent of the Member upon such terms and conditions as the Member, in its discretion, shall approve. In the event of the admission of any new Member or Members, the Member and such additional Member or Members shall execute an appropriate amendment to this Agreement reflecting such terms and conditions and such other matters which the Member deems appropriate or upon which the Member and such additional Member or Members shall agree.

16. Resignation of Member. The Member may resign from the Company in accordance with the Delaware Act.

17. Liability of Member. Except as otherwise required in the Delaware Act, the debts, obligations, and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, the Member shall not be obligated for any such debt, obligation or liability of the Company solely by reason of being a Member or participating in the management of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under the Delaware Act or this Agreement shall not be grounds for imposing liability on the Member for liabilities of the Company.

18. Dissolution. Dissolution of the Company will occur upon the consent of the Member to dissolution of the Company. The exclusive means by which the Company may be dissolved are set forth in this Section 18. The Company will not be dissolved upon the death, retirement, resignation, expulsion, bankruptcy, or dissolution of the Member or upon the

occurrence of any other event which terminates the continued membership of the Member in the Company.

19. Amendments. This Agreement may be amended only in writing. .Any such amendment must be approved and executed by the Member.

20. Binding Effect; Benefits. This Agreement shall be binding upon and inure to the benefit of the Member and, to the extent permitted by this Agreement, its successors, legal representatives and assigns. No Person other than the Member shall be entitled to any benefits under the Agreement, except as otherwise expressly provided. Reference to any Person in this Agreement includes such Person's successors and permitted assigns.

21. Captions. Captions contained in this Agreement are inserted as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

22. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

23. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware, all rights and remedies being governed by said laws.

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IN WITNESS WHEREOF, the Member has executed this Agreement as of the date and year first above written.

RADIO ONE, INC.

By: /s/ Linda J. Eckard Vilardo

Name: LINDA J. ECKARD VILARDO
Title: Vice President

EXHIBIT 3.68

AMENDED AND RESTATED BYLAWS OF HAWES-SAUNDERS BROADCAST PROPERTIES, INC.

ARTICLE ONE
OFFICES

Section 1.01. Registered Office. The registered office shall be in the [CITY OF WILMINGTON, COUNTY OF NEW CASTLE], State of Delaware or such other place in the State of Delaware as the Directors may designate from time to time by resolution.

Section 1.02. Business Offices. The corporation may also have offices at such other places both within and without the State of Delaware as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE TWO
MEETINGS OF STOCKHOLDERS

Section 2.01. Place of Meetings. All meetings of the stockholders for the election of directors shall be held in the City of Lanham, State of Maryland, at such place as may be fixed from time to time by the board of directors, or at such other place either within or without the State of Delaware as shall be designated from time to time by the board of directors and stated in the notice of the meeting. Meetings of stockholders for any other purpose may be held at such time and place, within or without the State of Delaware, as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.02. Annual Meetings. Annual meetings of stockholders shall be held on the first day of April in each year, if not a legal holiday, and if a legal holiday, then on the next business day following, at 1:00 o'clock p.m. (local time at the place of meeting), or at such other date or time as shall be designated from time to time by the board of directors and stated in the notice of the meeting, for the election of directors and to transact such other business as may properly be brought before the meeting.

Section 2.03. Notice of Annual Meeting. Written notice of the annual meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) nor more than sixty (60) days before the date of the meeting.

Section 2.04. List of Stockholders. The officer who has charge of the stock ledger of the corporation shall prepare and make, at least ten days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be

specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

Section 2.05. Special Meetings. Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute or by the certificate of incorporation, may be called by the board of directors or by the president and shall be called by the president or secretary at the request in writing of a majority of the board of directors, or at the request in writing of stockholders owning a majority in amount of the entire capital stock of the corporation issued and outstanding and entitled to vote in respect of the purposes of the proposed special meeting. Such request shall state the purpose or purposes of the proposed special meeting.

Section 2.06. Notice of Special Meetings. Written notice of a special meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called, shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting, to each stockholder entitled to vote at such meeting.

Section 2.07. Business Transacted at Special Meetings. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice.

Section 2.08. Quorum. The holders of not less than a majority of the stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders except as otherwise provided by statute or by the certificate of incorporation. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present in person or represented by proxy, any business may be transacted which might have been transacted at the meeting as originally notified. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 2.09. Vote Required. At all the meetings for the election of directors at which a quorum is present, the candidates receiving the greatest number of votes shall be elected. Any other matter submitted to the stockholders at a meeting at which a quorum is present shall be decided by the vote of the holders of the majority of the stock having voting power, represented in person or by proxy, unless the matter is one upon which a different vote is required by express provision of the statutes, the certificate of incorporation or the bylaws, in which case such express provision shall govern and control the decision of such matter.

Section 2.10. Voting Rights. Unless otherwise provided in the certificate of incorporation, each stockholder shall at every meeting of the stockholders be entitled to one (1) vote in person or by proxy for each share of the capital stock having voting power held by such stockholder.

Section 2.11. Proxies. Each stockholder entitled to vote at a meeting of stockholders or to express consent and dissent to corporate action in writing without a meeting may authorize another person or persons to act for him by proxy, but no such proxy shall be voted or acted upon after three (3) years from its date, unless the proxy provides for a longer period.

Section 2.12. Action Without Meeting. Unless otherwise provided in the certificate of incorporation, any action required to be taken at any annual or special meeting of stockholders of the corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented thereto in writing.

ARTICLE THREE
DIRECTORS

Section 3.01. Number of Directors. The authorized number of directors may be fixed or changed from time to time and at any time by a resolution adopted by a majority of the board of directors, but no reduction in the number of directors shall of itself have the effect of shortening the term of any incumbent director. Until changed in accordance with law and these bylaws, the total authorized number of directors shall be four (4), but in no event shall the total authorized number of directors be less than two (2) or more than seven (7). The directors shall be elected at the annual meeting of the stockholders, except as provided in Section 3.02 of the bylaws, and each director elected shall hold office until his or her successor is elected and qualified, or until his or her earlier death, resignation or removal. Directors need not be stockholders.

Section 3.02. Vacancies. Vacancies, and newly created directorships resulting from any increase in the authorized number of directors, may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director, and any director so chosen shall hold office until the next annual election and until his or her successor is duly elected and shall qualify, or until his or her earlier death, resignation or removal. If there are no directors in office, then an election of directors may be held in the manner provided by statute. If, at the time of filling any vacancy or any newly created directorship, the directors then in office shall constitute less than a majority of the whole board (as constituted immediately prior to any such increase), the Court of Chancery of the State of Delaware may, upon application of any stockholder or stockholders holding at least ten per cent (10%) of the total number of the shares at the time outstanding having the right to vote for such directors, summarily order an election to be held to fill any such vacancies or newly created directorships, or to replace the directors chosen by the directors then in office.

Section 3.03. Removal. A director or directors may be removed from office, with or without assigning any cause, only by the vote of the holders of stock entitling them to exercise

not less than a majority of the voting power of the corporation to elect directors in place of those to be removed. Any such removal shall be deemed to create a vacancy in the board of directors.

Section 3.04. Authority of Board of Directors. The business of the corporation shall be managed by its board of directors which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the certificate of incorporation or by the bylaws directed or required to be exercised or done by the stockholders.

Section 3.05. Place of Meetings. All meetings of the board of directors, both regular and special, may be held at the principal office of the corporation in the City of Lanham, in the State of Maryland, or at any other place within or without the State of Delaware.

Section 3.06. Regular Meetings. A regular meeting of the board of directors shall be held immediately following the adjournment of each annual meeting of stockholders at which directors are elected, and notice of such meeting need not be given. Additional regular meetings of the board of directors may be held at such other times and places as may from time to time be determined by resolution by the board of directors, and notice of any such additional regular meeting need not be given.

Section 3.07. Special Meetings. Special meetings of the board of directors may be called only by the chairperson upon his or her causing two (2) days' notice thereof to be given to each director, either personally or by mail or by telegram. Special meetings of the board of directors shall be called by the president or secretary in like manner and upon the giving of like notice on the written request of two (2) directors.

Section 3.08. Quorum. At all meetings of the board a majority of the number of directors in office, but in no case less than one-third (1/3) of the total number of directors authorized by, or in the manner provided in, the certificate of incorporation or the bylaws, shall constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the board of directors, except as may be otherwise specifically provided by statute or by the certificate of incorporation or by the bylaws. If a quorum shall not be present at any meeting of the board of directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 3.09. Action Without Meeting. Unless otherwise restricted by the certificate of incorporation or the bylaws, any action required or permitted to be taken at any meeting of the board of directors or of any committee thereof may be taken without a meeting, if all members of the board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the board or committee.

Section 3.10. Committees of Directors. The board of directors may, by resolution passed by a majority of the whole board, designate one or more committees, each committee to consist of one or more of the directors of the corporation. The board may designate one (1) or more directors as alternate members of any committee, who may replace any absent or disqualified

member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the board of directors to act at the meeting in the place of any such absent or disqualified member. Any such committee shall, unless otherwise specifically provided in the resolution of the board of directors, have and may exercise all the powers and authority of the board of directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to amending the certificate of incorporation, adopting an agreement of merger or consolidation, recommending to the stockholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the stockholders a dissolution of the corporation or a revocation of a dissolution, or amending the bylaws of the corporation; and, unless otherwise specifically provided in the resolution of the board of directors, the bylaws, or the certificate of incorporation, such committee shall have the power or authority to declare a dividend and to authorize the issuance of stock. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the board of directors.

Section 3.11. Committee Minutes. Each committee shall keep regular minutes of its meetings and report the same to the board of directors when required.

Section 3.12. Compensation of Directors. Unless otherwise restricted by the certificate of incorporation, the board of directors shall have the authority to fix the compensation of directors. The directors may be paid their expenses, if any, of attendance at each meeting of the board of directors and may be paid a fixed sum for attendance at each meeting of the board of directors or a stated salary as director. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

ARTICLE FOUR
NOTICES

Section 4.01. Form of Notice. Whenever, under the provisions of the statutes or of the certificate of incorporation or of the bylaws, notice is required to be given to any director or stockholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, addressed to such director or stockholder at his or her address as it appears on the records of the corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Notice to directors may also be given by telegram.

Section 4.02. Waiver of Notice. Whenever any notice is required to be given under the provisions of the statutes, of the certificate of incorporation or of the bylaws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE FIVE
OFFICERS

Section 5.01. Officers. The officers of the corporation shall be chosen by the board of directors and shall be a president, a secretary and a treasurer and such additional officers and assistant officers as the directors may from time to time elect. The board of directors may elect a chairperson of the board, who must be a director. Any number of offices may be held by the same person, unless the certificate of incorporation or the bylaws otherwise provide.

Section 5.02. Term. Any officer of the corporation shall hold office at the pleasure of the board of directors and until his or her successor is elected and qualified or until his or her earlier death, resignation or removal.

Section 5.03. Additional Officers and Agents. The board of directors may appoint such other officers and agents as it shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the board.

Section 5.04. Compensation. The compensation of all officers and agents of the corporation shall be fixed by the board of directors.

Section 5.05. Removal of Officers. Any officer elected or appointed by the board of directors may be removed at any time by the board of directors. Any vacancy occurring in any office of the corporation shall be filled by the board of directors.

Section 5.06. Duties of the Chairperson of the Board. The chairperson of the board, if any, shall preside at all meetings of the directors at which he is present.

Section 5.07. Duties of the President. The president shall be the chief executive officer of the corporation, shall preside at all meetings of the stockholders, shall have general and active management of the business of the corporation and shall see that all orders and resolutions of the board of directors are carried into effect. He shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the board of directors to some other officer or agent of the corporation.

Section 5.08. Duties of the Vice President. In the absence of the president or in the event of his or her inability or refusal to act, the vice president (or in the event there be more than one vice president, the vice presidents in the order designated, or in the absence of any designation, then in the order of their election) shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all restrictions upon the president. The vice presidents shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

Section 5.09. Duties of the Secretary. The secretary shall attend all meetings of the board of directors and all meetings of the stockholders and record all the proceedings of the meetings of the stockholders and of the board of directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the board of directors, and shall perform such other duties as may be prescribed by the board of directors or president, under whose supervision he shall be. He shall have custody of the corporate seal of the corporation, if any, and he, or an assistant secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his or her signature or by the signature of such assistant secretary. The board of directors may give general authority to any other officer to affix the seal of the corporation and to attest the affixing by his or her signature.

Section 5.10. Duties of the Assistant Secretary. The assistant secretary, or if there be more than one, the assistant secretaries in the order determined by the board of directors (or if there be no such determination, then in the order of their election), shall, in the absence of the secretary or in the event of his or her or her inability or refusal to act, perform the duties and exercise the powers of the secretary and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

Section 5.11. Duties of the Treasurer. The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the board of directors.

The treasurer shall disburse the funds of the corporation as may be ordered by the board of directors, taking proper vouchers for such disbursements, and shall render to the president and the board of directors, at its regular meetings, or when the board of directors so requires, an account of all his or her transactions as treasurer and of the financial condition of the corporation.

If required by the board of directors, the treasurer shall give the corporation a bond (which shall be renewed every six years) in such sum and with such surety or sureties as shall be satisfactory to the board of directors for the faithful performance of the duties of his or her office and for the restoration to the corporation, in case of his or her death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his or her possession or under his or her control belonging to the corporation.

Section 5.12. Duties of the Assistant Treasurer. The assistant treasurer, or if there shall be more than one, the assistant treasurers in the order determined by the board of directors (or if there be no such determination, then in the order of their election), shall, in the absence of the treasurer or in the event of his or her inability or refusal to act, perform the duties and exercise the powers of the treasurer and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

ARTICLE SIX
STOCK AND STOCKHOLDERS

Section 6.01. Certificates. Every holder of stock in the corporation shall be entitled to have a certificate, signed by or in the name of the corporation by the chairperson of the board or the president or a vice-president, and the treasurer or an assistant treasurer, or the secretary or an assistant secretary of the corporation, certifying the number of shares owned by him in the corporation, and bearing such recitals as are required or permitted by law. When a certificate is countersigned (a) by a transfer agent other than the corporation or its employee or (b) by a registrar other than the corporation or its employee, any other signature on the certificate may be facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 6.02. Record Date. In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the board of directors may fix, in advance, a record date, which shall not be more than sixty (60) nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the board of directors may fix a new record date for the adjourned meeting.

Section 6.03. Registered Stockholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for such calls and assessments as are permitted by statute a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by statute.

Section 6.04. Transfers. Where a certificate evidencing stock of the corporation is presented to the corporation or its proper agents with a request to register transfer, the transfer shall be registered as requested if:

a. An appropriate person signs on each certificate so presented or signs on a separate document an assignment or transfer of shares evidenced by each such certificate, or signs a power to assign or transfer such shares, or when the signature of an appropriate person is written without more on the back of each such certificate; and

b. Reasonable assurance is given that the endorsement of each appropriate person is genuine and effective; the corporation or its agents may refuse to register a transfer of shares unless the signature of each appropriate person is guaranteed by a commercial bank or trust company having an office or a

correspondent in the City of New York or by a firm having membership in the New York Stock Exchange; and

c. All applicable laws relating to the collection of transfer or other taxes have been complied with; and

d. The corporation or its agents are not otherwise required or permitted to refuse to register such transfer.

Section 6.05. Lost, Wrongfully Taken or Destroyed Certificates. Except as otherwise provided by law, where the owner of a certificate evidencing stock of the corporation claims that such certificate has been lost, destroyed or wrongfully taken, the board of directors must cause the corporation to issue a new certificate in place of the original certificate if the owner:

a. So requests before the corporation has notice that such original certificate has been acquired by a bona fide purchaser; and

b. Files with the corporation, unless waived by the directors, an indemnity bond, with surety or sureties satisfactory to the corporation, in such sum as the directors may, in their discretion, deem reasonably sufficient as indemnity against any loss or liability that the corporation may incur by reason of the issuance of each such new certificate; and

c. Satisfies any other reasonable requirements which may be imposed by the directors, in their discretion.

ARTICLE SEVEN
INDEMNIFICATION

Section 7.01. Indemnification as of Right. The corporation shall have power to indemnify any person who is or was a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the corporation,

and, with respect to any criminal action or proceeding, had reasonable cause to believe that the person's conduct was unlawful.

Section 7.02. Discretionary Indemnification. The corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery of the State of Delaware or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery of the State of Delaware or such other court shall deem proper.

Section 7.03. Indemnification as of Right for Expenses. To the extent that a present or former director or officer of the corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 7.01 and 7.02, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

Section 7.04. Determination Required. Any indemnification under Sections 7.01 and 7.02 (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the present or former director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Sections 7.01 and 7.02. Such determination shall be made, with respect to a person who is a director or officer at the time of such determination, (a) by a majority vote of the directors who are not parties to such action, suit or proceeding, even though less than a quorum, or (b) by a committee of such directors designated by majority vote of such directors, even though less than a quorum, or (c) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion, or (d) by the stockholders.

Section 7.05. Advances for Expenses. Expenses (including attorneys fees) incurred by an officer or director in defending any civil, criminal, administrative or investigative action, suit or proceeding may be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt or undertaking by on or behalf of such director or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the corporation as authorized in this Article Seven. Such expenses (including attorneys fees) incurred by former directors and officers or other employees and agents may be so paid upon such terms and conditions, if any, as the corporation deems appropriate.

Section 7.06. Article Seven Not Exclusive. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article Seven shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office.

Section 7.07. Insurance. The corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the corporation would have the power to indemnify such person against such liability under the provisions of this Article Seven.

Section 7.08. Definition of "the Corporation". For the purposes of this Article Seven, references to "the corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence has continued, would have had power and authority to indemnify its directors, officers and employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise shall stand in the same position under this Article Seven with respect to the resulting or surviving corporation as such person would have with respect to such constituent corporation if its separate existence had continued.

Section 7.09. Definition of "Other Enterprises". For purposes of this Article Seven, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to any employee benefit plan; and references to "serving at the request of the corporation" shall include any service as a director, officer, employee or agent of the corporation which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner such person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the corporation" as referred to in this Article Seven.

Section 7.10. Continuation. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article Seven shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE EIGHT
MISCELLANEOUS

Section 8.01. Dividends. Dividends upon the capital stock of the corporation, subject to the provisions of the certificate of incorporation, if any, may be declared by the board of directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the certificate of incorporation. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, deem proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the directors shall think conducive to the interest of the corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

Section 8.02. Checks. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 8.03. Fiscal Year. The fiscal year of the corporation may be fixed by resolution of the board of directors.

Section 8.04. Seal. The corporate seal, if any, may have inscribed thereon the name of the corporation, the year of its organization and the words "Corporate Seal, Delaware". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

ARTICLE NINE
AMENDMENTS

Section 9.01. Amendments. The bylaws may be altered, amended or repealed, and new bylaws may be adopted, by the board of directors; provided, however, that any by-law, other than an initial by-law, that provides for the division of the directors into classes having staggered terms may be adopted, altered, amended or repealed only by the stockholders of the Corporation.

EXHIBIT 3.69

LIMITED LIABILITY COMPANY AGREEMENT
OF
RADIO ONE OF DAYTON LICENSES, LLC

This Limited Liability Company Agreement (the "Agreement") of Radio One of Dayton Licenses, LLC, a Delaware limited liability company (the "Company"), is made as of July 17, 2003, by Hawes-Saunders Broadcast Properties, Inc., a Delaware corporation (the "Member").

In consideration of the agreements and obligations set forth herein and intending to be legally bound, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member hereby agrees as follows:

1. Formation. The Company was formed on March 19, 2003 by filing a Certificate of Formation with the Delaware Secretary of State pursuant to the Delaware Limited Liability Company Act (the "Delaware Act") and on behalf of the Member.

2. Name. The name of the Company is "Radio One of Dayton Licenses, LLC" and all Company business shall be conducted under such name.

3. Purpose. The Company is formed for the purpose of engaging in any lawful act or activity for which limited liability companies may be formed under Delaware law and engaging in any and all activities necessary, convenient, desirable or incidental to the foregoing.

4. Principal Place of Business. The principal place of business of the Company shall be at c/o 5900 Princess Garden Parkway, 8th Floor, Lanham, MD 20706.

5. Member. The name and mailing address of the Member is as follows:

Name	Address
Hawes-Saunders Broadcast Properties, Inc.	5900 Princess Garden Parkway, 7th Floor Lanham, MD 20706 Attn: General Counsel

6. Registered Agent and Office. The street address of the initial registered office of the Company shall be: 2711 Centerville Road, Suite 400, Wilmington, DE 19808. The name of the Company's registered agent at such address is: Corporation Service Company. At any time, the Member may designate a different registered agent and/or registered office.

7. Powers. The Company shall have the power and authority to take any and all actions necessary, appropriate, proper, advisable, incidental or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by the members of limited liability companies under Delaware law.

8. Management of the Company. The business affairs of the company shall be managed by the Member in accordance with Section 18-402 of the Delaware Act. Management of the Company shall be vested in the Member. The Member shall have sole and complete discretion in determining whether to issue Units, the number of Units to be issued at any particular time, the purchase price for any Units issued, and all other terms and conditions governing any Units or the issuance thereof. The Member may appoint a President, one or more Vice Presidents, a Treasurer, a Secretary and/or one or more other officers as it deems necessary, desirable or appropriate, with such authority and upon such terms and conditions as the Member deems appropriate or, in the absence of such determination by the Member, as are appropriate to an officer with a similar title of a Delaware corporation. Any such officer shall serve at the pleasure of the Member and may be removed, with or without cause, by the Member.

9. Relationship Between the Member and the Company.

(a) The Member, its Affiliates (hereinafter defined), and the directors, officers and employees of the Member and its Affiliates may enter into agreements with the Company providing for the performance of services for the Company, and the receipt of such compensation as the Company may agree to pay.

(b) The Member, Manager (as defined in the Delaware Act) or officers of the Company shall not be liable or accountable in damages or otherwise to the Company or the Member for any act or omission done or omitted by him, her or it in good faith, unless such act or omission constitutes gross negligence or willful misconduct on the part of the Member, Manager or officer of the Company. The Company is expressly permitted in the normal course of its business to enter into transactions with any or all Managers, Members or officers or with any Affiliates of any such Manager, Member or officer.

(c) All expenses incurred with respect to the organization, operation and management of the Company shall be borne by the Company. The Member shall be entitled to reimbursement from the Company for direct expenses allocable to the organization, operation and management of the Company.

(d) "Affiliate" shall mean any Person (hereinafter defined) directly or indirectly controlling, controlled by or under common control with the Person in question; and, if the Person in question is not an individual, any executive officer or director of the Person in question or of any Person directly or indirectly controlling the Person in question. As used in this definition of "Affiliate," the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. "Person" shall mean any individual, corporation, association, partnership, limited liability company, joint venture, trust, estate or other entity or organization.

10. Indemnity. In accordance with Section 18-108 of the Delaware Act, the Company shall indemnify and hold harmless any Member, Manager, officer of the Company and Affiliate thereof (individually, in each case, an "Indemnitee") to the fullest extent permitted by law against

any loss, liability, damage, judgment, demand, claim, cost or expense incurred by or asserted against the Indemnitee (including, without limitation, reasonable attorney's fees and disbursements incurred in the defense thereof) arising out any act or omission of the Indemnitee in connection with the Company.

11. Capital Contributions. The Member has made an initial capital contribution to the Company of $ 1,000.00, and the Company has issued to the Member the entire membership interest in the Company. The Member is not required to make any additional contributions to the Company.

12. Allocation of Profits and Losses. The Company's profits and losses, and all items allocable for tax purposes, shall be allocated to the Member.

13. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts as determined by the Member.

14. Units of Limited Liability Company Interest.

(a) The Member's limited liability interest in the Company shall be expressed in terms of Units of Limited Liability Company Interest, of which 100 are authorized, issued and outstanding in the name of the Member and the Company may issue certificates to the holders representing the Units held by such holder.

(b) Certificates attesting to the ownership of Units of Limited Liability Company Interest in the Company shall be in such form as shall be approved by the Member and shall state that the Company is a limited liability company formed under the laws of the State of Delaware, the name of the Member to whom such certificate is issued. Each such certificate shall be signed by an officer of the Company.

(c) The transfer register or transfer book and blank certificates shall be kept by the secretary of the Company or by any transfer agent or registrar approved by the Member for that purpose. The certificates shall be numbered and registered in the unit register or transfer books of the Company as they are issued. Except to the extent that the Company shall have received written notice of an assignment of any Units of Limited Liability Company Interest in the Company, the Company shall be entitled to treat the Person in whose name any certificates issued by the Company stand on the books of the Company as the absolute owner thereof, and shall not be bound to recognize any equitable or other claim to, or interest in, such Units of Limited Liability Company Interest on the part of any other Person.

(d) Subject to all provisions hereof relating to transfers of Units of Limited Liability Company Interest, if the Company shall issue certificates in accordance with the provisions of this Section, transfers of Membership Interests shall be made on the register or transfer books of the Company upon surrender of the certificate therefor, endorsed by the Person named in the certificate or by an attorney lawfully constituted in writing.

(e) The holder of any certificates issued by the Company shall immediately notify the Company of any loss, destruction or mutilation of such certificates, and the Company may cause a new certificate or certificates to be issued to such holder, in case of mutilation of the certificate, upon the surrender of the mutilated certificate or, in case of loss or destruction of the certificate, upon satisfactory proof of such loss or destruction and, if the Company shall so determine, the granting of an indemnity as is approved by the Company.

15. Assignments. The Member may assign in whole or in part its Units of Limited Liability Company Interest in the Company in accordance with the Delaware Act.

16. Admission of Additional Members. One or more additional members may be admitted to the Company with the consent of the Member upon such terms and conditions as the Member, in its discretion, shall approve. In the event of the admission of any new Member or Members, the Member and such additional Member or Members shall execute an appropriate amendment to this Agreement reflecting such terms and conditions and such other matters which the Member deems appropriate or upon which the Member and such additional Member or Members shall agree.

17. Resignation of Member. The Member may resign from the Company in accordance with the Delaware Act.

18. Liability of Member. Except as otherwise required in the Delaware Act, the debts, obligations, and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, the Member shall not be obligated for any such debt, obligation or liability of the Company solely by reason of being a Member or participating in the management of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under the Delaware Act or this Agreement shall not be grounds for imposing liability on the Member for liabilities of the Company.

19. Dissolution. Dissolution of the Company will occur upon the consent of the Member to dissolution of the Company. The exclusive means by which the Company may be dissolved are set forth in this Section 19. The Company will not be dissolved upon the death, retirement, resignation, expulsion, bankruptcy, or dissolution of the Member or upon the occurrence of any other event which terminates the continued membership of the Member in the Company.

20. Amendments. This Agreement may be amended only in writing. Any such amendment must be approved and executed by the Member.

21. Binding Effect; Benefits. This Agreement shall be binding upon and inure to the benefit of the Member and, to the extent permitted by this Agreement, its successors, legal representatives and assigns. No Person other than the Member shall be entitled to any benefits under the Agreement, except as otherwise expressly provided. Reference to any Person in this Agreement includes such Person's successors and permitted assigns.

22. Captions. Captions contained in this Agreement are inserted as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

23. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

24. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware, all rights and remedies being governed by said laws.

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IN WITNESS WHEREOF, the Member has executed this Agreement as of the date and year first above written.

HAWES-SAUNDERS BROADCAST PROPERTIES, INC.

By: /s/ Linda J. Eckard Vilardo

Name: LINDA J. ECKARD VILARDO
Title: Vice President

EXHIBIT 3.70

BY-LAWS

OF

NEW MABLETON BROADCASTING CORPORATION,
a Delaware corporation

BY-LAWS

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BY-LAWS

OF

NEW MABLETON BROADCASTING CORPORATION

ARTICLE 1 - Stockholders

1.1 Place of Meetings. All meetings of stockholders shall be held at such place within or outside the State of Delaware as may be designated from time to time by the Board of Directors or the President or, if not so designated, at the registered office of the corporation.

1.2 Annual Meeting. The annual meeting of stockholders for the election of directors and for the transaction of such other business as may properly be brought before the meeting shall be held on a date to be fixed by the Board of Directors or the President (which date shall not be a legal holiday in the place where the meeting is to be held) at the time and place to be fixed by the Board of Directors or the President and stated in the notice of the meeting. If no annual meeting is held in accordance with the foregoing provisions, the Board of Directors shall cause the meeting to be held as soon thereafter as convenient. If no annual meeting is held in accordance with the foregoing provisions, a special meeting may be held in lieu of the annual meeting, and any action taken at that special meeting shall have the same effect as if it had been taken at the annual meeting, and in such case all references in these By-laws to the annual meeting of the stockholders shall be deemed to refer to such special meeting.

1.3 Special Meetings. Special meetings of stockholders may be called at any time by the Board of Directors. Business transacted at any special meeting of stockholders shall be limited to matters relating to the purpose or purposes stated in the notice of meeting.

1.4 Notice of Meetings. Except as otherwise provided by law, written notice of each meeting of stockholders, whether annual or special shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting. The notices of all meetings shall state the place, date and hour of the meeting. The notice of a special meeting shall state, in addition, the purpose or purposes for which the meeting is called. If mailed, notice is given when deposited in the United States mail, postage prepaid, directed to the stockholder at his address as it appears on the records of the corporation.

1.5 Voting List. The officer who has charge of the stock ledger of the corporation shall prepare, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of

shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, at a place within the city where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time of the meeting, and may be inspected by any stockholder who is present.

1.6 Quorum. Except as otherwise provided by law, the Certificate of Incorporation or these By-laws, the holders of a majority of the shares of the capital stock of the corporation issued and outstanding and entitled to vote at the meeting, present in person or represented by proxy, shall constitute a quorum for the transaction of business.

1.7 Adjournments. Any meeting of stockholders may be adjourned to any other time and to any other place at which a meeting of stockholders may be held under these By-laws by the stockholders present or represented at the meeting and entitled to vote, although less than a quorum, or, if no stockholder is present, by any officer entitled to preside at or to act as Secretary of such meeting. It shall not be necessary to notify any stockholder of any adjournment of less than thirty (30) days if the time and place of the adjourned meeting are announced at the meeting at which adjournment is taken, unless after the adjournment a new record date is fixed for the adjourned meeting. At the adjourned meeting, the corporation may transact any business which might have been transacted at the original meeting.

1.8 Voting and Proxies. Each stockholder shall have one (1) vote for each share of stock entitled to vote held of record by such stockholder and a proportionate vote for each fractional share so held, unless otherwise provided in the Certificate of Incorporation. Each stockholder of record entitled to vote at a meeting of stockholders, or to express consent or dissent to corporate action in writing without a meeting, may vote or express such consent or dissent in person or may authorize another person or persons to vote or act for him by written proxy executed by the stockholder or his authorized agent and delivered to the Secretary of the corporation. No such proxy shall be voted or acted upon after three (3) years from the date of its execution, unless the proxy expressly provides for a longer period.

1.9 Action at Meeting. When a quorum is present at any meeting, the holders of shares of stock representing a majority of the votes cast on a matter (or if there are two or more classes of stock entitled to vote as separate classes, then in the case of each such class, the holders of shares of stock of that class representing a majority of the votes cast on a matter) shall decide any matter to be voted upon by the stockholders at such meeting, except when a different vote is required by express provision of law, the Certificate of Incorporation or these By-laws. When a quorum is present at any meeting, any election by stockholders shall be determined by a plurality of the votes cast on the election.

1.10 Action without Meeting. Any action required or permitted to be taken at any annual or special meeting of stockholders of the corporation may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote on such action were present and voted. Prompt notice of the taking of corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

1.11 Inspectors. The Board of Directors may, in advance of any meeting of stockholders, appoint one (1) or more inspectors to act at such meeting or any adjournment thereof. If any of the inspectors so appointed shall fail to appear or act, the chairman of the meeting shall, or if inspectors shall not have been appointed, the chairman of the meeting may, appoint one (1) or more inspectors. Each inspector, before entering upon the discharge of his duties, shall take and sign an oath faithfully to execute the duties of inspector at such meeting with strict impartiality and according to the best of his ability. The inspectors shall determine the number of shares of capital stock of the Corporation outstanding and the voting power of each, the number of shares represented at the meeting, the existence of a quorum, the validity and effect of proxies, and shall receive votes, ballots or consents, hear and determine the results, and do such acts as are proper to conduct the election or vote with fairness to all stockholders. On request of the chairman of the meeting, the inspectors shall make a report in writing of any challenge, request or matter determined by them and shall execute a certificate of any fact found by them. No director or candidate for the office of director shall act as an inspector of an election of directors. Inspectors need not be stockholders.

ARTICLE 2 - Directors

2.1 General Powers. The business and affairs of the corporation shall be managed by or under the direction of a Board of Directors, who may exercise all of the powers of the corporation except as otherwise provided by law or the Certificate of Incorporation. In the event of a vacancy in the Board of Directors, the remaining directors, except as otherwise provided by law, may exercise the powers of the full Board until the vacancy is filled.

2.2 Number; Election and Qualification. The number of directors which shall constitute the whole Board of Directors shall be determined by resolution of the stockholders or the Board of Directors, but shall be at least two. The number of directors may be decreased at any time and from time to time either by the stockholders or by a majority of the directors then in office, but only to eliminate vacancies existing by reason of the death, resignation, removal or expiration of the term of one (1) or more directors. Each director shall be elected at the annual meeting of stockholders by such

stockholders as have the right to vote on such election. Directors need not be stockholders of the corporation.

2.3 Enlargement of the Board. The number of directors may be increased at any time and from time to time by the stockholders or by a majority of the directors then in office.

2.4 Tenure. Each director shall hold office until the next annual meeting and until his successor is elected and qualified, or until his earlier death, resignation or removal.

2.5 Vacancies. Unless and until filled by the stockholders, any vacancy in the Board of Directors, however occurring, including a vacancy resulting from an enlargement of the Board, may be filled by vote of a majority of the directors then in office, although less than a quorum, or by a sole remaining director. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office, and a director chosen to fill a position resulting from an increase in the number of directors shall hold office until the next annual meeting of stockholders and until his successor is elected and qualified, or until his earlier death, resignation or removal.

2.6 Resignation. Any director may resign by delivering his written resignation to the corporation at its principal office or to the President or Secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

2.7 Regular Meetings. Regular meetings of the Board of Directors may be held without notice at such time and place, either within or without the State of Delaware, as shall be determined from time to time by the Board of Directors; provided that any director who is absent when such a determination is made shall be given notice of the determination. A regular meeting of the Board of Directors may be held without notice immediately after and at the same place as the annual meeting of stockholders.

2.8 Special Meetings. Special meetings of the Board of Directors may be held at any time and place, within or without the State of Delaware, designated in a call by the Chairman of the Board, President, two or more directors, or by one (1) director in the event that there is only a single director in office.

2.9 Notice of Special Meetings. Notice of any special meeting of directors shall be given to each director by the Secretary or by the officer or one (1) of the directors calling the meeting, in which notice shall be stated the time and place of the meeting. Except as otherwise required by these By-laws, such notice need not state the purpose of the meeting. Notice of each such meeting shall be mailed, postage prepaid, to each director, addressed to him at his residence or usual place of business, by first class mail, at least two (2) days before the day on which such meeting is to be

held, or shall be sent addressed to him at such place by telecopier or be delivered to him personally or be given to him by telephone or other similar means, at least twenty-four (24) hours before the time at which such meeting is to be held. Notice of any meeting need not be given to any director who shall, either before or after the meeting, submit a signed waiver of notice or who shall attend such meeting, except when he shall attend for the express purpose of objecting, at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

2.10 Meetings by Telephone Conference Calls. Directors or any members of any committee designated by the directors may participate in a meeting of the Board of Directors or such committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation by such means shall constitute presence in person at such meeting.

2.11 Quorum. A majority of the total number of the whole Board of Directors shall constitute a quorum at all meetings of the Board of Directors. In the event one (1) or more of the directors shall be disqualified to vote at any meeting, then the required quorum shall be reduced by one (1) for each such director so disqualified; provided, however, that in no case shall less than one-third (1/3) of the number so fixed constitute a quorum. In the absence of a quorum at any such meeting, a majority of the directors present may adjourn the meeting from time to time without further notice other than announcement at the meeting, until a quorum shall be present.

2.12 Action at Meeting. At any meeting of the Board of Directors at which a quorum is present, the vote of a majority of those present shall be sufficient to take any action, unless a different vote is specified by law, the Certificate of Incorporation or these By-laws.

2.13 Action by Consent. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee of the Board of Directors may be taken without a meeting, if all members of the Board or committee, as the case may be, consent to the action in writing, and the written consents are filed with the minutes of proceedings of the Board or committee.

2.14 Removal. Except as otherwise provided by the General Corporation Law of Delaware, any one (1) or more or all of the directors may be removed, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of directors, except that the directors elected by the holders of a particular class or series of stock may be removed without cause only by vote of the holders of a majority of the outstanding shares of such class or series.

2.15 Committees. The Board of Directors may, by resolution passed by a majority of the whole Board, designate one (1) or more committees, each committee to consist of one (1) or more of the directors of the corporation. The Board may designate

one (1) or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members of the committee present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board of Directors and subject to the provisions of the General Corporation Law of the State of Delaware, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation and may authorize the seal of the corporation to be affixed to all papers which may require it. Each such committee shall keep minutes and make such reports as the Board of Directors may from time to time request. Except as the Board of Directors may otherwise determine, any committee may make rules for the conduct of its business, but unless otherwise provided by the directors or in such rules, its business shall be conducted as nearly as possible in the same manner as is provided in these By-laws for the Board of Directors.

2.16 Compensation of Directors. Directors may be paid such compensation for their services and such reimbursement for expenses of attendance at meetings as the Board of Directors may from time to time determine. No such payment shall preclude any director from serving the corporation or any of its parent or subsidiary corporations in any other capacity and receiving compensation for such service.

ARTICLE 3 - Officers

3.1 Enumeration. The officers of the corporation shall consist of a President, a Secretary, a Treasurer and such other officers with such other titles as the Board of Directors shall determine, including a Chairman of the Board, a Vice Chairman of the Board, and one (1) or more Vice Presidents, Assistant Treasurers, and Assistant Secretaries. The Board of Directors may appoint such other officers as it may deem appropriate.

3.2 Election. The President, Treasurer and Secretary shall be elected annually by the Board of Directors at its first meeting following the annual meeting of stockholders. Other officers may be appointed by the Board of Directors at such meeting or at any other meeting.

3.3 Qualification. No officer need be a stockholder. Any two (2) or more offices may be held by the same person.

3.4 Tenure. Except as otherwise provided by law, by the Certificate of Incorporation or by these By-laws, each officer shall hold office until his successor is elected and qualified, unless a different term is specified in the vote choosing or appointing him, or until his earlier death, resignation or removal.

3.5 Resignation and Removal. Any officer may resign by delivering his written resignation to the corporation at its principal office or to the President or Secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

Any officer may be removed at any time, with or without cause, by vote of a majority of the entire number of directors then in office.

Except as the Board of Directors may otherwise determine, no officer who resigns or is removed shall have any right to any compensation as an officer for any period following his resignation or removal, or any right to damages on account of such removal, whether his compensation be by the month or by the year or otherwise, unless such compensation is expressly provided in a duly authorized written agreement with the corporation.

3.6 Vacancies. The Board of Directors may fill any vacancy occurring in any office for any reason and may, in its discretion, leave unfilled for such period as it may determine any offices other than those of President, Treasurer and Secretary. Each such successor shall hold office for the unexpired term of his predecessor and until his successor is elected and qualified, or until his earlier death, resignation or removal.

3.7 Chairman of the Board and Vice Chairman of the Board. The Board of Directors may appoint a Chairman of the Board and may designate the Chairman of the Board as Chief Executive Officer. If the Board of Directors appoints a Chairman of the Board, he shall perform such duties and possess such powers as are assigned to him by the Board of Directors. If the Board of Directors appoints a Vice Chairman of the Board, he shall, in the absence or disability of the Chairman of the Board, perform the duties and exercise the powers of the Chairman of the Board and shall perform such other duties and possess such other powers as may from time to time be vested in him by the Board of Directors.

3.8 President. The President shall, subject to the direction of the Board of Directors, have general charge and supervision of the business of the corporation. Unless otherwise provided by the Board of Directors, he shall preside at all meetings of the stockholders and, if he is a director, at all meetings of the Board of Directors. Unless the Board of Directors has designated the Chairman of the Board or another officer as Chief Executive Officer, the President shall be the Chief Executive Officer of the corporation. The President shall perform such other duties and shall have such other powers as the Board of Directors may from time to time prescribe.

3.9 Vice Presidents. Any Vice President shall perform such duties and possess such powers as the Board of Directors or the President may from time to time prescribe. In the event of the absence, inability or refusal to act of the President, the Vice President (or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors) shall perform the duties of the President and

when so performing shall have all the powers of and be subject to all the restrictions upon the President. The Board of Directors may assign to any Vice President the title of Executive Vice President, Senior Vice President or any other title selected by the Board of Directors.

3.10 Secretary and Assistant Secretaries. The Secretary shall perform such duties and shall have such powers as the Board of Directors or the President may from time to time prescribe. In addition, the Secretary shall perform such duties and have such powers as are incident to the office of the secretary, including without limitation the duty and power to give notices of all meetings of stockholders and special meetings of the Board of Directors, to attend all meetings of stockholders and the Board of Directors and keep a record of the proceedings, to maintain a stock ledger and prepare lists of stockholders and their addresses as required, to be custodian of corporate records and the corporate seal and to affix and attest to the same on documents.

Any Assistant Secretary shall perform such duties and possess such powers as the Board of Directors, the President or the Secretary may from time to time prescribe. In the event of the absence, inability or refusal to act of the Secretary, the Assistant Secretary, (or if there shall be more than one, the Assistant Secretaries in the order determined by the Board of Directors) shall perform the duties and exercise the powers of the Secretary.

In the absence of the Secretary or any Assistant Secretary at any meeting of stockholders or directors, the person presiding at the meeting shall designate a temporary secretary to keep a record of the meeting.

3.11 Treasurer and Assistant Treasurers. The Treasurer shall perform such duties and shall have such powers as may from time to time be assigned to him by the Board of Directors or the President. In addition, the Treasurer shall perform such duties and have such powers as are incident to the office of treasurer, including without limitation the duty and power to keep and be responsible for all funds and securities of the corporation, to deposit funds of the corporation in depositories selected in accordance with these By-laws, to disburse such funds as ordered by the Board of Directors, to make proper accounts of such funds, and to render as required by the Board of Directors statements of all such transactions and of the financial condition of the corporation.

The Assistant Treasurers shall perform such duties and possess such powers as the Board of Directors, the President or the Treasurer may from time to time prescribe. In the event of the absence, inability or refusal to act of the Treasurer, the Assistant Treasurer, (or if there shall be more than one, the Assistant Treasurers in the order determined by the Board of Directors) shall perform the duties and exercise the powers of the Treasurer.

3.12 Salaries. Officers of the corporation shall be entitled to such salaries, compensation or reimbursement as shall be fixed or allowed from time to time by the Board of Directors.

ARTICLE 4 - Capital Stock

4.1 Issuance of Stock. Unless otherwise voted by the stockholders and subject to the provisions of the Certificate of incorporation, the whole or any part of any unissued balance of the authorized capital stock of the corporation or the whole or any part of any unissued balance of the authorized capital stock of the corporation held in its treasury may be issued, sold, transferred or otherwise disposed of by vote of the Board of Directors in such manner, for such consideration and on such terms as the Board of Directors may determine.

4.2 Certificates of Stock. Every holder of stock of the corporation shall be entitled to have a certificate, in such form as may be prescribed by law and by the Board of Directors, certifying the number and class of shares owned by him in the corporation. Each such certificate shall be signed by, or in the name of the corporation by, the Chairman or Vice Chairman, if any, of the Board of Directors, or the President or a Vice President, and the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary of the corporation. Any or all of the signatures on the certificate may be a facsimile.

Each certificate for shares of stock which are subject to any restriction on transfer pursuant to the Certificate of Incorporation, the By-laws, applicable securities laws or any agreement among any number of stockholders or among such holders and the corporation shall have conspicuously noted on the face or back of the certificate either the full text of the restriction or a statement of the existence of such restriction.

If the corporation shall be authorized to issue more than one (1) class of stock or more than one (1) series of any class, the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights shall be set forth in full or summarized on the face or back of each certificate representing shares of such class or series of stock, provided that in lieu of the foregoing requirements there may be set forth on the face or back of each certificate representing shares of such class or series of stock a statement that the corporation will furnish without charge to each stockholder who so requests a copy of the full text of the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

4.3 Transfers. Except as otherwise established by rules and regulations adopted by the Board of Directors, and subject to applicable law, shares of stock may be transferred on the books of the corporation by the surrender to the corporation or its

transfer agent of the certificate representing such shares properly endorsed or accompanied by a written assignment or power of attorney properly executed, and with such proof of authority or the authenticity of signature as the corporation or its transfer agent may reasonably require. Except as may be otherwise required by law, by the Certificate of Incorporation or by these By-laws, the corporation shall be entitled to treat the record holder of stock as shown on its books as the owner of such stock for all purposes, including the payment of dividends and the right to vote with respect to such stock, regardless of any transfer, pledge or other disposition of such stock until the shares have been transferred on the books of the corporation in accordance with the requirements of these By-laws.

4.4 Lost, Stolen or Destroyed Certificates. The corporation may issue a new certificate of stock in place of any previously issued certificate alleged to have been lost, stolen, or destroyed, upon such terms and conditions as the Board of Directors may prescribe, including the presentation of reasonable evidence of such loss, theft or destruction and the giving of such indemnity as the Board of Directors may require for the protection of the corporation or any transfer agent or registrar.

4.5 Record Date. The Board of Directors may fix in advance a date as a record date for the determination of the stockholders entitled to notice of or to vote at any meeting of stockholders or to express consent (or dissent) to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action. Such record date shall not be more than sixty (60) nor less than ten (10) days before the date of such meeting, nor more than ten (10) days after the date of adoption of a record date for a written consent without a meeting, nor more than sixty (60) days prior to any other action to which such record date relates.

If no record date is fixed, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day before the day on which notice is given, or, if notice is waived, at the close of business on the day before the day on which the meeting is held. The record date for determining stockholders entitled to express consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is necessary, shall be the day on which the first written consent is properly delivered to the corporation. The record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating to such purpose.

A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

ARTICLE 5 - General Provisions

5.1 Fiscal Year. Except as from time-to-time otherwise designated by the Board of Directors, the fiscal year of the corporation shall begin on the first day of November in each year and end on the last day of October in each year.

5.2 Corporate Seal. The corporate seal shall be in such form as shall be approved by the Board of Directors.

5.3 Waiver of Notice. Whenever any notice whatsoever is required to be given by law, by the Certificate of Incorporation or by these By-laws, a waiver of such notice either in writing signed by the person entitled to such notice or such person's duly authorized attorney, or by telegraph, cable or any other available method, whether before, at or after the time stated in such waiver, or the appearance of such person or persons at such meeting in person or by proxy, shall be deemed equivalent to such notice.

5.4 Voting of Securities. Except as the directors may otherwise designate, the President or Treasurer may waive notice of, and act as, or appoint any person or persons to act as, proxy or attorney-in-fact for this corporation (with or without power of substitution) at, any meeting of stockholders or stockholders of any other corporation or organization, the securities of which may be held by this corporation.

5.5 Evidence of Authority. A certificate by the Secretary, or an Assistant Secretary, or a temporary Secretary, as to any action taken by the stockholders, directors, a committee or any officer or representative of the corporation shall as to all persons who rely on the certificate in good faith be conclusive evidence of such action.

5.6 Certificate of Incorporation. All references in these By-laws to the Certificate of Incorporation shall be deemed to refer to the Certificate of Incorporation of the corporation, as amended and in effect from time to time.

5.7 Transactions with Interested Parties. No contract or transaction between the corporation and one (1) or more of the directors or officers, or between the corporation and any other corporation, partnership, association, or other organization in which one (1) or more of the directors or officers are directors or officers or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or a committee of the Board of Directors which authorizes the contract or transaction or solely because his or their votes are counted for such purpose, if:

(1) The material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board or committee in good faith authorizes the contract

or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum;

(2) The material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or

(3) The contract or transaction is fair as to the corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee of the Board of Directors, or the stockholders.

Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

5.8 Indemnification. Each person who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the Corporation or a subsidiary thereof or is or was serving at theft request of the Corporation as a director, officer, partner, member or trustee of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, partner, member or trustee or in any other capacity while so serving, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Delaware General Corporation Law, as the same exists or may hereinafter be amended (but, in the case of any such amendment to the Delaware General Corporation Law, the right to indemnification shall be retroactive only to the extent that such amendment permits the Corporation to provide broader indemnification rights than such law prior to such amendment permitted the Corporation to provide), against all expense, liability, and loss (including, without limitation, attorneys' fees and related disbursements, judgments, fines, ERISA excise taxes or penalties, and amounts paid or to be paid in settlement thereof) reasonably incurred or suffered by such person in connection therewith, and such indemnification shall continue as to a person who has ceased to be a director, officer, partner, member or trustee and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except as provided in Section 5.9 of this Article 5 with respect to proceedings seeking to enforce rights to indemnification, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Section 5.8 shall be a contract right and shall include the right to be paid the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however,

that, if the Delaware General Corporation Law so requires, the payment of such expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under this Section 5.8 or otherwise. Such right to indemnification and the payment of expenses incurred in defending a proceeding in advance of the final disposition may be conferred upon any person who is or was an employee or agent of the Corporation or a subsidiary thereof or is or was serving at the request of the Corporation as an employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, if, and to the extent, authorized by the By-laws or the Board of Directors, and shall inure to the benefit of his or her heirs, executors and administrators.

5.9 Right of Action. If a claim under Section 5.8 of this Article 5 is not paid in full by the Corporation within thirty (30) days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall also be entitled to be paid the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the Delaware General Corporation Law for the Corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including, without limitation, its Board of Directors, independent legal counsel, or stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the Delaware General Corporation Law, nor an actual determination by the Corporation (including without limitation, its Board of Directors, independent legal counsel, or stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

5.10 Indemnification Not Exclusive. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article 5 shall not be exclusive of any other right to which any person may have or hereafter acquire under any statute or provision of the Certificate of Incorporation or these By-laws or by agreement, vote of stockholders or disinterested directors, or otherwise.

5.11 Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability, or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the statute.

5.12 Repeal or Modification. Any repeal or modification of the foregoing provisions of this Article 5 shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification.

5.13 Effect of Invalidity. If this Article 5 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify each director or officer of the Corporation as to any expense (including attorneys' fees), judgment, fine and amount paid in settlement with respect to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, including an action by or in the right of the Corporation, to the full extent permitted by any applicable portion of this Article 5 that shall not have been invalidated and to the full extent permitted by applicable law.

ARTICLE 6 - Amendments

6.1 By the Board of Directors. These By-laws may be altered, amended or repealed or new By-laws may be adopted by the affirmative vote of a majority of the directors.

6.2 By the Stockholders. These By-laws may be altered, amended or repealed or new By-laws may be adopted by the affirmative vote of the holders of a majority of the shares of the capital stock of the corporation issued and outstanding and entitled to vote at any regular meeting of stockholders, or at any special meeting of stockholders, provided notice of such alteration, amendment, repeal or adoption of new bylaws shall have been stated in the notice of such special meeting.

EXHIBIT 3.71

LIMITED LIABILITY COMPANY AGREEMENT
OF
RADIO ONE MEDIA HOLDINGS, LLC

This Limited Liability Company Agreement (the "Agreement") of Radio One Media Holdings, LLC, a Delaware limited liability company (the "Company"), is made as of January 14,2005, by Radio One, Inc., a Delaware corporation (the "Member").

In consideration of the agreements and obligations set forth herein and intending to be legally bound, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member hereby agrees as follows:

1. Formation; Admission of Member. The Company was formed on January 14, 2005 by filing a Certificate of Formation with the Delaware Secretary of State pursuant to the Delaware Limited Liability Company Act (the "Delaware Act") and on behalf of the Member. Simultaneously with the execution and delivery of this Agreement and the aforementioned filing of the Certificate of Formation, the Member is admitted as the sole member of the Company.

2. Name. The name of the Company is "Radio One Media Holdings, LLC" and all Company business shall be conducted under such name.

3. Purpose. The Company is formed for the purpose of engaging in any lawful act or activity for which limited liability companies may be formed under Delaware law and engaging in any and all activities necessary, convenient, desirable or incidental to the foregoing, provided that such acts and activities are in no way inconsistent with the agreements in effect from time to time between the Member and its lenders.

4. Principal Place of Business. The principal place of business of the Company shall be at c/o Radio One, Inc., 5900 Princess Garden Parkway, 7th Floor, Lanham, MD 20706.

5. Member. The name and mailing address of the Member is as follows:

Name	Address
Radio One, Inc.	5900 Princess Garden Parkway, 7th Floor Lanham, MD 20706 Attn: General Counsel

6. Registered Agent and Office. The street address of the initial registered office of the Company shall be: 2711 Centerville Road, Suite 400, Wilmington, DE 19808. The name of the Company's registered agent at such address is: Corporation Service Company. At any time, the Member may designate a different registered agent and/or registered office.

7. Powers. The Company shall have the power and authority to take any and all actions necessary, appropriate, proper, advisable, incidental or convenient to or for the

furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by the members of limited liability companies under Delaware law.

8. Management of the Company. The business affairs of the Company shall be managed by the Member in accordance with Section 18-402 of the Delaware Act. Management of the Company shall be vested solely in the Member. The Member shall have sole and complete discretion in determining whether to issue Units, the number of Units to be issued at any particular time, the purchase price for any Units issued, and all other terms and conditions governing any Units or the issuance thereof. The Member may appoint a President, one or more Vice Presidents, a Treasurer, a Secretary and/or one or more other officers as it deems necessary, desirable or appropriate, with such authority and upon such terms and conditions as the Member deems appropriate or, in the absence of such determination by the Member, as are appropriate to an officer with a similar title of a Delaware corporation. Any such officer shall serve at the pleasure of the Member and may be removed, with or without cause, by the Member.

9. Relationship Between the Member and the Company.

(a) The Member, its Affiliates (hereinafter defined), and the directors, officers and employees of the Member and its Affiliates may enter into agreements with the Company providing for the performance of services for the Company, and the receipt of such compensation as the Company may agree to pay.

(b) None of the Member, Manager (as defined in the Delaware Act) or officers of the Company shall be liable or accountable in damages or otherwise to the Company or the Member for any act or omission done or omitted by him, her or it in good faith, unless such act or omission constitutes gross negligence or willful misconduct on the part of the Member, Manager or officer of the Company. The Company is expressly permitted in the normal course of its business to enter into transactions with the Member and any or all Managers or officers or with any Affiliates of the Member or of any such Manager or officer.

(c) All expenses incurred with respect to the organization, operation and management of the Company shall be borne by the Company. The Member shall be entitled to reimbursement from the Company for direct expenses allocable to the organization, operation and management of the Company.

(d) "Affiliate" shall mean any Person (hereinafter defined) directly or indirectly controlling, controlled by or under common control with the Person in question; and, if the Person in question is not an individual, any executive officer or director of the Person in question or of any Person directly or indirectly controlling the Person in question. As used in this definition of "Affiliate," the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. "Person" shall mean any individual, corporation, association, partnership, limited liability company, joint venture, trust, estate or other entity or organization.

10. Indemnity. In accordance with Section 18-108 of the Delaware Act, the Company shall indemnify and hold harmless the Member and any Manager, officer of the Company and

Affiliate thereof (individually, in each case, an "Indemnitee"), to the fullest extent permitted by law against any loss, liability, damage, judgment, demand, claim, cost or expense incurred by or asserted against the Indemnitee (including, without limitation, reasonable attorney's fees and disbursements incurred in the defense thereof) arising out any act or omission of the Indemnitee in connection with the Company. Unless otherwise provided in this Section 10, in the event of [any action by the Member against any Indemnitee, including a derivative suit, the Company shall indemnify, hold harmless and pay all expenses of such Indemnitee, including reasonable attorney's fees and disbursements incurred in the defense thereof. Notwithstanding the provisions of this Section 10, this Section 10 shall be enforced only to the maximum extent permitted by law, and no Indemnitee shall be indemnified from any liability for the fraud, intentional misconduct, gross negligence or a knowing violation of the law which was material to the cause of action.

11. Capital Contributions. The Member has made an initial capital contribution to the Company of $1,000.00, and the Company has issued to the Member 100 units, representing the entire membership interest in the Company. The Member is not required to make any additional contributions to the Company.

12. Allocation of Profits and Losses. The Company's profits and Losses, and all items allocable for tax purposes, shall be allocated to the Member.

13. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts as determined by the Member.

14. Assignments. The Member may assign in whole or in part its limited liability interest in the Company in accordance with the Delaware Act.

15. Admission of Additional Members. One or more additional members may be admitted to the Company with the consent of the Member upon such terms and conditions as the Member, in its discretion, shall approve. In the event of the admission of any new member or members, the Member and such additional member or members shall execute an appropriate amendment to this Agreement reflecting such terms and conditions and such other matters which the Member deems appropriate or upon which the Member and such additional member or members shall agree.

16. Resignation of Member. The Member may resign from the Company in accordance with the Delaware Act.

17. Liability of Member. Except as otherwise required in the Delaware Act, the debts, obligations, and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, the Member shall not be obligated for any such debt, obligation or liability of the Company solely by reason of being a member or participating in the management of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under the Delaware Act or this Agreement shall not be grounds for imposing liability on the Member for liabilities of the Company.

18. Dissolution. Dissolution of the Company will occur upon the consent of the Member to dissolution of the Company. The exclusive means by which the Company may be dissolved are set forth in this Section 18. The Company will not be dissolved upon the death, retirement, resignation, expulsion, bankruptcy, or dissolution of the Member or upon the occurrence of any other event which terminates the continued membership of the Member in the Company. Upon the occurrence of an event set forth in this Section 18, the Member shall be entitled to receive, after paying or making reasonable provision for all of the Company's creditors to the extent required by Section 18-804 of the Delaware Act, the remaining funds of the Company.

19. Amendments. This Agreement may be amended only in writing. Any such amendment must be approved and executed by the Member.

20. Binding Effect; Benefits. This Agreement shall be binding upon and inure to the benefit of the Member and, to the extent permitted by this Agreement, its successors, legal representatives and assigns. No Person other than the Member shall be entitled to any benefits under the Agreement, except as otherwise expressly provided. Reference to any Person in this Agreement includes such Person's successors and permitted assigns.

21. Captions. Captions contained in this Agreement are inserted as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

22. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted. The preceding sentence shall be of no force or effect if the consequence of enforcing the remainder of this Agreement without such invalid or unenforceable provision would be to cause any party to lose the benefit of its economic bargain.

23. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICTS OF LAWS, RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION.

24. Consent to Jurisdiction Provision. The Member hereby (i) irrevocably submits to the nonexclusive jurisdiction of any Delaware State court or Federal court sitting in Wilmington, Delaware, in any action arising out of this Agreement, and (ii) consents to the service of process by mail. Nothing herein shall affect the right of any party to serve legal process in any manner permitted by law or affect its right to bring any action in any other court.

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IN WITNESS WHEREOF, the Member has executed this Agreement as of the date and year first above written.

RADIO ONE, INC.

By: Linda J. Vilardo

Name: Linda J. Vilardo
Title: Vice President and Chief
Administrative officer

EXHIBIT 5.1

[COVINGTON & BURLING LETTERHEAD]

August 5, 2005

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

Ladies and Gentlemen:

We are acting as counsel in connection with the registration under the Securities Act of 1933, as amended (the "Securities Act"), pursuant to the Registration Statement on Form S-4 File No. 333- , as amended to the date hereof (as so amended, the "Registration Statement") filed with the Securities and Exchange Commission, of (i) $200,000,000 in aggregate principal amount of 6 3/8% Senior Subordinated Notes due 2013 (the "Exchange Notes") of Radio One, Inc., a Delaware corporation (the "Issuer"), and (ii) Guarantees of the Exchange Notes (the "Guarantees" and together with the Exchange Notes, the "Securities") by certain subsidiaries of the Issuer listed on Schedule A hereto (collectively the "Guarantors"), in each case to be issued pursuant to the indenture, dated February 10, 2005 (the "Indenture"), among the Issuer, the Guarantors, and The Bank of New York, as trustee (the "Trustee").

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, that all copies of documents submitted to us conform to the originals, and that the Exchange Notes have been duly authenticated by the Trustee as provided in the Indenture governing the Exchange Notes. We have assumed further that the Issuer and the Guarantors are duly organized, validly existing and in good standing under the laws of the state in which each is organized and that each has the requisite power, authority and legal right to execute, deliver and perform the Exchange Notes and Guarantees, as applicable.

We have relied as to certain matters on information obtained from public officials, officers of the Issuer and the Guarantors, 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 when the Registration Statement has become effective and the Exchange Notes have been duly executed and authenticated in accordance with the Indenture and have been duly issued and delivered by the Issuer in exchange for $200,000,000 in aggregate principal amount of 6 3/8% Senior Subordinated Notes due 2013 previously issued by the Issuer, all in accordance with the exchange offer contemplated by the Registration Statement, and assuming compliance with the Securities Act, the Exchange Notes will constitute the valid and binding obligations of the Issuer and the Guarantees will constitute the valid and binding obligations of the Guarantors,

in each case enforceable against such party in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other laws of general applicability relating to or affecting creditors' rights and to general equity principles.

The foregoing opinion is subject to the qualifications that we express no opinion as to (i) waivers of defenses or statutory or constitutional rights or waivers of unmatured claims or rights, (ii) rights to indemnification, contribution or exculpation to the extent that they purport to indemnify any party against, or release or limit any party's liability for, its own breach or failure to comply with statutory obligations, or to the extent such provisions are contrary to public policy, or (iii) rights to collection or liquidated damages or penalties on overdue or defaulted obligations.

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, the Delaware Revised Uniform Limited Partnership Act, the Delaware Limited Liability Company Act 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

SCHEDULE A

GUARANTORS

1. Radio One Licenses, LLC
2. Bell Broadcasting Company
3. Radio One of Detroit, LLC
4. Radio One of Atlanta, LLC
5. ROA Licenses, LLC
6. Radio One of Charlotte, LLC,
7. Radio One of Augusta, LLC
8. Charlotte Broadcasting, LLC
9. Radio One of North Carolina, LLC
10. Radio One of Boston, Inc.
11. Radio One of Boston Licenses, LLC
12. Blue Chip Merger Subsidiary, Inc.
13. Blue Chip Broadcast Company
14. Blue Chip Broadcasting, Ltd.
15. Blue Chip Broadcasting Licenses, Ltd.
16. Blue Chip Broadcasting Licenses II, Ltd.
17. Radio One of Texas, LP
18. Radio One of Indiana, LP
19. Radio One of Texas I, LLC
20. Radio One of Texas II, LLC
21. Radio One of Indiana, LLC
22. Satellite One, L.L.C.
23. Hawes-Saunders Broadcast Properties, Inc.
24. Radio One of Dayton Licenses, LLC
25. New Mableton Broadcasting Corporation
26. Radio One Media Holdings, LLC

Exhibit 12.1

RATIO OF EARNINGS TO FIXED CHARGES

	YEAR ENDED DECEMBER 31,					For The Three Months Ended March 31,	
	2000	2001	2002	2003	2004	2004	2005
	(IN THOUSANDS EXCEPT RATIO CALCULATION)						
RATIO OF EARNINGS TO FIXED CHARGES	0.90	(0.16)	2.03	3.03	3.46	2.35	2.28
Operating income (loss)	$ 8,876	$(16,447)	$119,980	$127,085	$141,294	$25,414	$28,691
Interest expense (1)	32,407	63,358	59,143	41,438	39,611	9,975	12,429
Equity in net loss of affiliated company	--	--	--	2,123	3,905	2,367	459
Gain on sale of assets, net	--	4,224	133	--	--	--	--
Other income, net	20,084	991	1,213	2,721	2,541	804	562
Pre-tax earnings from continuing operations	(3,447)	(74,590)	62,183	86,245	100,319	13,876	16,365
Income (loss) before extraordinary item and cumulative effect of accounting change	(4,251)	(50,040)	36,901	53,783	61,602	8,791	9,794
Pre-tax earnings from continuing operations	(3,447)	(74,590)	62,183	86,245	100,319	13,876	16,365
Add Interest expense (1)	33,163	64,404	60,202	42,493	40,718	10,255	12,752
EARNINGS	$ 29,716	$(10,186)	$122,385	$128,738	$141,037	$24,131	$29,117
Interest expense (2)	$ 28,581	$ 61,371	$ 57,089	$ 39,743	$ 37,909	$ 9,551	$11,970
Interest component of rent expense (3)	$ 756	$ 1,046	$ 1,059	$ 1,055	$ 1,107	$ 280	$ 323
Amortization of premiums and discounts	--	--	--	--	--		
Capitalized expenses related to indebtedness	3,826	1,987	2,054	1,695	1,702	424	459
FIXED CHARGES	$ 33,163	$ 64,404	$ 60,202	$ 42,493	$ 40,718	$10,255	$12,752

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

(2) Cash interest expense is calculated as interest expense less non-cash interest, such as the accretion of principal, the amortization of discounts on debt and the amortization of deferred financing costs.

(3) An average of 19% of rent expense is the portion deemed representative of the interest factor.

Exhibit 23.1

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-4 and related Prospectus of Radio One, Inc. for the registration of $200,000,000 of 6 3/8 Senior Subordinated Notes due 2013 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

EXHIBIT 25.1

REGISTRATION NO. 333-

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE
ELIGIBILITY OF A TRUSTEE PURSUANT TO
SECTION 305(B)(2) [ ]

THE BANK OF NEW YORK
(Exact name of trustee as specified in its charter)

New York	13-5160382
(Jurisdiction of incorporation if not a U.S. national bank)	(I.R.S. Employer Identification Number)

One Wall Street, New York, N.Y. 10286
(Address of principal executive offices)(Zip code)

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

Delaware	52-1166660
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification Number)

ADDITIONAL OBLIGORS LISTED ON SCHEDULE A HERETO
(Exact name of obligor as specified in its charter)

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6 3/8% SENIOR SUBORDINATED NOTES DUE 2013
(Title of the indenture securities)

SCHEDULE A

OBLIGORS

OBLIGOR	STATE OF INCORPORATION OR ORGANIZATION	I.R.S. EMPLOYER IDENTIFICATION NUMBER
Radio One Licenses, LLC	DE	52-1166660
Bell Broadcasting Company	MI	38-1537987
Radio One Of Detroit, LLC	DE	38-1537987
Radio One Of Atlanta, LLC	DE	52-1166660
ROA Licenses, LLC	DE	52-1166660
Radio One Of Charlotte, LLC	DE	57-1103928
Radio One Of Augusta, LLC	DE	52-1166660
Charlotte Broadcasting, LLC	DE	52-1166660
Radio One Of North Carolina, LLC	DE	52-1166660
Radio One Of Boston, Inc.	DE	52-2297366
Radio One Of Boston Licenses, LLC	DE	52-2297366
Blue Chip Merger Subsidiary, Inc.	DE	52-2334006
Blue Chip Broadcast Company	OH	31-1402186
Blue Chip Broadcasting, LTD.	OH	31-1459349
Blue Chip Broadcasting Licenses, LTD.	OH	31-1402186
Blue Chip Broadcasting Licenses II, LTD.	NV	31-1688377
Radio One Of Texas, LP	DE	52-2359936
Radio One Of Indiana, LP	DE	52-2359338
Radio One Of Texas I, LLC	DE	52-2359328
Radio One Of Texas II, LLC	DE	52-2359333
Radio One Of Indiana, LLC	DE	52-1166660
Satellite One, L.L.C.	DE	52-1166660
Hawes-Saunders Broadcast Properties, Inc.	DE	31-1313021
Radio One Of Dayton Licenses, LLC	DE	31-1313021
New Mableton Broadcasting Corporation	DE	58-2455006
Radio One Media Holdings, LLC	DE	20-2180640

ITEM 1. GENERAL INFORMATION.

FURNISH THE FOLLOWING INFORMATION AS TO THE TRUSTEE:

(A) NAME AND ADDRESS OF EACH EXAMINING OR SUPERVISING AUTHORITY TO WHICH IT IS SUBJECT.

NAME	ADDRESS
Superintendent of Banks of the State of New York	2 Rector Street, New York, N.Y. 10006 and Albany, N.Y. 12203
Federal Reserve Bank of New York	33 Liberty Plaza, New York, N.Y. 10045
Federal Deposit Insurance Corporation	Washington, D.C. 20429
New York Clearing House Association	New York, New York 10005

(B) WHETHER IT IS AUTHORIZED TO EXERCISE CORPORATE TRUST POWERS.

The Trustee is authorized to exercise corporate trust powers.

ITEM 2. AFFILIATIONS WITH OBLIGOR.

IF THE OBLIGOR IS AN AFFILIATE OF THE TRUSTEE, DESCRIBE EACH SUCH AFFILIATION.

None

ITEM 16. LIST OF EXHIBITS.

EXHIBITS IDENTIFIED IN PARENTHESES BELOW, ON FILE WITH THE COMMISSION, ARE INCORPORATED HEREIN BY REFERENCE AS EXHIBITS HERETO, PURSUANT TO RULE 7A-29 UNDER THE TRUST INDENTURE ACT OF 1939 (THE "ACT") AND 17 C.F.R. 229.10(D).

1. A copy of the Organization Certificate of The Bank of New York (formerly Irving Trust Company) as now in effect, which contains the authority to commence business and a grant of powers to exercise corporate trust powers. (Exhibit 1 to Amendment No. 1 to Form T-1 filed with Registration Statement No. 33-6215, Exhibits 1a and 1b to Form T-1 filed with Registration Statement No. 33-21672, Exhibit 1 to Form T-1 filed with Registration Statement No. 33-29637 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121195.)

4. A copy of the existing By-laws of the Trustee. (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-121195.)

6. The consent of the Trustee required by Section 321(b) of the Act. (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-106702.)

7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York and State of New York on the 5th day of August, 2005.

THE BANK OF NEW YORK

By: /s/ DOROTHY MILLER

Name: Dorothy Miller
Title: Vice-President

EXHIBIT 7

REPORT OF CONDITION

EXHIBIT 7

- ---

Consolidated Report of Condition of

THE BANK OF NEW YORK

of One Wall Street, New York, N.Y. 10286
And Foreign and Domestic Subsidiaries,
a member of the Federal Reserve System, at the close of business March 31, 2005, published in accordance with a call made by the Federal Reserve Bank of this District pursuant to the provisions of the Federal Reserve Act.

ASSETS	Dollar Amounts In Thousands
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin .	$ 2,292,000
Interest-bearing balances	7,233,000
Securities:	
Held-to-maturity securities	1,831,000
Available-for-sale securities	21,039,000
Federal funds sold and securities purchased under agreements to resell	
Federal funds sold in domestic offices	1,965,000
Securities purchased under agreements to resell	379,000
Loans and lease financing receivables:	
Loans and leases held for sale	35,000
Loans and leases, net of unearned income	31,461,000
LESS: Allowance for loan and lease losses	579,000
Loans and leases, net of unearned income and allowance	30,882,000
Trading Assets	4,656,000
Premises and fixed assets (including capitalized leases)	832,000
Other real estate owned	0
Investments in unconsolidated subsidiaries and associated companies	269,000
Customers' liability to this bank on acceptances outstanding	54,000
Intangible assets:	
Goodwill	2,042,000
Other intangible assets	740,000

Other assets	5,867,000
Total assets	$80,116,000
LIABILITIES	
Deposits:	
In domestic offices	$34,241,000
Noninterest-bearing	15,330,000
Interest-bearing	18,911,000
In foreign offices, Edge and Agreement subsidiaries, and IBFs	25,464,000
Noninterest-bearing	548,000
Interest-bearing	24,916,000
Federal funds purchased and securities sold under agreements to repurchase	
Federal funds purchased in domestic offices	735,000
Securities sold under agreements to repurchase	121,000
Trading liabilities	2,780,000
Other borrowed money:	
(includes mortgage indebtedness and obligations under capitalized leases)	1,560,000
Not applicable	
Bank's liability on acceptances executed and outstanding	55,000
Subordinated notes and debentures	1,440,000
Other liabilities	5,803,000
Total liabilities	$72,199,000
Minority interest in consolidated subsidiaries	141,000
EQUITY CAPITAL	
Perpetual preferred stock and related surplus	0
Common stock	1,135,000
Surplus (exclude all surplus related to preferred stock)	2,088,000
Retained earnings	4,643,000
Accumulated other comprehensive income	-90,000
Other equity capital components	0
Total equity capital	7,776,000
Total liabilities, minority interest, and equity capital	$80,116,000

I, Thomas J. Mastro, Senior Vice President and Comptroller of the above-named bank do hereby declare that this Report of Condition is true and correct to the best of my knowledge and belief.

Thomas J. Mastro,
Senior Vice President and Comptroller

We, the undersigned directors, attest to the correctness of this statement of resources and liabilities. We declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions and is true and correct.

Thomas A. Renyi
Gerald L. Hassell
Alan R. Griffith Directors

EXHIBIT 99.1

LETTER OF TRANSMITTAL

RADIO ONE, INC.

OFFER TO EXCHANGE

6-3/8% SENIOR SUBORDINATED NOTES DUE 2013 THAT HAVE BEEN REGISTERED
UNDER THE SECURITIES ACT OF 1933 FOR ANY AND ALL OUTSTANDING
UNREGISTERED 6-3/8% SENIOR SUBORDINATED NOTES DUE 2013

PURSUANT TO THE PROSPECTUS

DATED [ ], 2005

THE EXCHANGE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON [ ], 2005, UNLESS THE OFFER IS EXTENDED. TENDERS MAY BE WITHDRAWN PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON THE EXPIRATION OF THE EXCHANGE OFFER.

The Exchange Agent for the Exchange Offer is:

THE BANK OF NEW YORK

By Hand or Overnight Delivery:	By Registered or Certified Mail:	Facsimile Transmissions: (Eligible Institutions Only)
The Bank of New York 101 Barclay Street - 7 East Corporate Trust Operations Reorganization Unit New York, New York 10286 Attn: David A. Mauer	The Bank of New York 101 Barclay Street - 7 East Corporate Trust Operations Reorganization Unit New York, New York 10286 Attn: David A. Mauer	(212) 298-1915 To Confirm by Telephone or for Information Call: (212) 815-3687

DELIVERY OF THIS LETTER OF TRANSMITTAL TO AN ADDRESS, OR TRANSMISSION VIA FACSIMILE TO A NUMBER, OTHER THAN AS SET FORTH ABOVE, WILL NOT CONSTITUTE A VALID DELIVERY.

Capitalized terms used but not defined herein shall have the same meanings given them in the Prospectus (as defined below).

THE INSTRUCTIONS CONTAINED HEREIN SHOULD BE READ CAREFULLY BEFORE THIS LETTER OF TRANSMITTAL IS COMPLETED AND SIGNED.

This Letter of Transmittal is to be completed either if (i) certificates are to be forwarded herewith or (ii) tenders are to be made pursuant to the procedures for tender by book-entry transfer set forth under "The Exchange Offer--Procedures for Tendering Original Notes" in the Prospectus and an Agent's Message (as defined below) is not delivered. Certificates, or book-entry confirmation of a book-entry transfer of such Original Notes into the Exchange Agent's account at The Depository Trust Company ("DTC"), as well as this Letter of Transmittal (or facsimile thereof), properly completed and duly executed, with any required signature guarantees, and any other documents required by this Letter of Transmittal, must be received by the Exchange Agent at its address set forth herein on or prior to the expiration of the Exchange Offer. Tenders by book-entry transfer also may be made by delivering an Agent's Message in lieu of this Letter of Transmittal. The term "book-entry confirmation" means a confirmation of a book-entry transfer of Original Notes into the Exchange Agent's account at DTC. The term "Agent's Message" means a message, transmitted by DTC to and received by the Exchange Agent and forming a part of a book-entry confirmation, which states that DTC has received an express acknowledgment from the tendering participant, which acknowledgment states that such participant has received and agrees to be bound by this Letter of Transmittal and that Radio One, Inc., a Delaware corporation (the "Issuer"), may enforce this Letter of Transmittal against such participant.

Holders of Original Notes (the "Holders") whose certificates (the "Certificates") for such Original Notes are not immediately available or who cannot deliver their Certificates and all other required documents to the Exchange Agent on or prior to the expiration of the Exchange Offer or who cannot complete the procedures for book-entry transfer on a timely basis, must tender their Original Notes according to the guaranteed delivery procedures set forth in "The Exchange Offer--Guaranteed Delivery Procedures" in the Prospectus.

DELIVERY OF DOCUMENTS TO THE BOOK-ENTRY TRANSFER FACILITY DOES NOT CONSTITUTE DELIVERY TO THE EXCHANGE AGENT.

ALL TENDERING HOLDERS COMPLETE THIS BOX:

DESCRIPTION OF ORIGINAL NOTES

NAMES(S) AND ADDRESS(ES) OF HOLDER(S) (PLEASE FILL IN, IF BLANK)	CERTIFICATE NUMBER(S)*	AGGREGATE PRINCIPAL AMOUNT REPRESENTED	PRINCIPAL AMOUNT TENDERED**
		Total Principal Amount of Original Notes:	

* Need not be completed by Holders tendering by book-entry transfer.

** Original Notes may be tendered in whole or in part in multiples of $1,000. All Original Notes held shall be deemed tendered unless a lesser number is specified in this column. See Instruction 4. Method of Delivery

METHOD OF DELIVERY

[ ] CHECK HERE IF CERTIFICATES FOR TENDERED ORIGINAL NOTES ARE BEING DELIVERED HEREWITH.

[ ] CHECK HERE IF TENDERED ORIGINAL NOTES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER MADE TO THE ACCOUNT MAINTAINED BY THE EXCHANGE AGENT WITH A BOOK-ENTRY TRANSFER FACILITY AND COMPLETE THE FOLLOWING:

Name of Tendering Institution: _____

Account Number: _____ Transaction Code Number: _____

[ ] CHECK HERE IF TENDERED ORIGINAL NOTES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER AND NON-EXCHANGED ORIGINAL NOTES ARE TO BE RETURNED BY CREDITING THE DTC ACCOUNT NUMBER SET FORTH ABOVE.

[ ] CHECK HERE AND ENCLOSE A PHOTOCOPY OF THE NOTICE OF GUARANTEED DELIVERY IF TENDERED ORIGINAL NOTES ARE BEING DELIVERED PURSUANT TO A NOTICE OF GUARANTEED DELIVERY PREVIOUSLY DELIVERED TO THE EXCHANGE AGENT PURSUANT TO INSTRUCTION 1 BELOW AND COMPLETE THE FOLLOWING:

Name of Registered Holder(s):_____

Window ticket No. (if any):_____

Date of Execution of Notice of Guaranteed Delivery:_____

Name of Eligible Institution that Guaranteed Delivery:_____

If Delivered by Book-Entry Transfer (yes or no):_____

Account Number: _____ Transaction Code Number: _____

FOR PARTICIPATING BROKER-DEALERS ONLY

[ ] CHECK HERE AND PROVIDE THE INFORMATION REQUESTED BELOW IF YOU ARE A PARTICIPATING BROKER-DEALER (AS DEFINED BELOW) AND WISH TO RECEIVE 10 ADDITIONAL COPIES OF THE PROSPECTUS AND, DURING THE 180-DAY PERIOD FOLLOWING THE CONSUMMATION OF THE EXCHANGE OFFER, 10 COPIES OF ANY AMENDMENTS OR SUPPLEMENTS THERETO, AS WELL AS ANY NOTICES FROM THE ISSUER TO SUSPEND AND RESUME USE OF THE PROSPECTUS. BY TENDERING ITS ORIGINAL NOTES AND EXECUTING THIS LETTER OF TRANSMITTAL, EACH PARTICIPATING BROKER-DEALER AGREES TO USE ITS REASONABLE BEST EFFORTS TO NOTIFY THE ISSUER OR THE EXCHANGE AGENT WHEN IT HAS SOLD ALL OF ITS EXCHANGE NOTES. IF NO PARTICIPATING BROKER-DEALERS CHECK THIS BOX, OR IF ALL PARTICIPATING BROKER-DEALERS WHO HAVE CHECKED THIS BOX SUBSEQUENTLY NOTIFY THE ISSUER OR THE EXCHANGE AGENT THAT ALL THEIR EXCHANGE NOTES HAVE BEEN SOLD, THE ISSUER WILL NOT BE REQUIRED TO MAINTAIN THE EFFECTIVENESS OF THE EXCHANGE OFFER REGISTRATION STATEMENT OR TO UPDATE THE PROSPECTUS AND WILL NOT PROVIDE ANY NOTICES TO ANY HOLDERS TO SUSPEND OR RESUME USE OF THE PROSPECTUS.

PROVIDE THE NAME OF THE INDIVIDUAL WHO SHOULD RECEIVE, ON BEHALF OF THE HOLDER, ADDITIONAL COPIES OF THE PROSPECTUS, AND AMENDMENTS AND SUPPLEMENTS THERETO, AND ANY NOTICES TO SUSPEND AND RESUME USE OF THE PROSPECTUS:

Name: _____

Address:_____

Telephone No.:_____

Facsimile No.:_____

NOTE: SIGNATURES MUST BE PROVIDED BELOW

PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY

Ladies and Gentlemen:

The undersigned hereby tenders to Radio One, Inc., a Delaware corporation (the "Issuer"), the above described principal amount of the Issuer's 6-3/8% Senior Subordinated Notes due 2013 (the "Original Notes") in exchange for an equivalent amount of the Issuer's 6-3/8% Senior Subordinated Notes due 2013 (the "Exchange Notes"), which have been registered under the Securities Act of 1933, as amended (the "Securities Act"), upon the terms and subject to the conditions set forth in the Prospectus dated , 2005 (as the same may be amended or supplemented from time to time, the "Prospectus"), receipt of which is hereby acknowledged, and in this Letter of Transmittal (which, together with the Prospectus, constitute the "Exchange Offer").

Subject to and effective upon the acceptance for exchange of all or any portion of the Original Notes tendered herewith in accordance with the terms and conditions of the Exchange Offer (including, if the Exchange Offer is extended or amended, the terms and conditions of any such extension or amendment), the undersigned hereby sells, assigns and transfers to or upon the order of the Issuer all right, title and interest in and to such Original Notes as is being tendered herewith. The undersigned hereby irrevocably constitutes and appoints the Exchange Agent as its agent and attorney-in-fact (with full knowledge that the Exchange Agent is also acting as agent of the Issuer in connection with the Exchange Offer) with respect to the tendered Original Notes, with full power of substitution (such power of attorney being deemed to be an irrevocable power coupled with an interest) subject only to the right of withdrawal described in the Prospectus, to (i) deliver Certificates for Original Notes to the Issuer together with all accompanying evidences of transfer and authenticity to, or upon the order of, the Issuer, upon receipt by the Exchange Agent, as the undersigned's agent, of the Exchange Notes to be issued in exchange for such Original Notes, (ii) present Certificates for such Original Notes for transfer, and to transfer the Original Notes on the books of the Issuer, and (iii) receive for the account of the Issuer all benefits and otherwise exercise all rights of beneficial ownership of such Original Notes, all in accordance with the terms and conditions of the Exchange Offer.

The undersigned hereby represents and warrants that the undersigned has full power and authority to tender, exchange, sell, assign and transfer the Original Notes tendered hereby and that when the same is accepted for exchange, the Issuer will acquire good, marketable and unencumbered title thereto, free and clear of all liens, restrictions, charges and encumbrances, and that the Original Notes tendered hereby are not subject to any adverse claims or proxies. The undersigned will, upon request, execute and deliver any additional documents deemed by the Issuer or the Exchange Agent to be necessary or desirable to complete the exchange, assignment and transfer of the Original Notes tendered hereby, and the undersigned will comply with its obligations under the Registration Rights Agreement. The undersigned has read and agrees to all of the terms of the Exchange Offer.

The name(s) and address(es) of the registered holder(s) of the Original Notes tendered hereby should be printed above, if they are not already set forth above, as they appear on the Certificates representing such Original Notes. The Certificate number(s) and the Original Notes that the undersigned wishes to tender should be indicated in the appropriate boxes above.

If any tendered Original Notes are not exchanged pursuant to the Exchange Offer for any reason, or if Certificates are submitted for more Original Notes than are tendered or accepted for exchange, Certificates for such non-exchanged or non-tendered Original Notes will be returned (or, in the case of Original Notes tendered by book-entry transfer, such Original Notes will be credited to an account maintained at DTC), without expense to the tendering Holder, promptly following the expiration or termination of the Exchange Offer.

The undersigned understands that tenders of Original Notes pursuant to any one of the procedures described in "The Exchange Offer--Procedures for Tendering Original Notes" in the Prospectus and in the instructions attached hereto will, upon the Issuer's acceptance for exchange of such tendered Original Notes, constitute a binding agreement between the undersigned and the Issuer upon the terms and subject to the conditions of the Exchange Offer. The undersigned recognizes that, under certain circumstances set forth in the Prospectus, the Issuer may not be required to accept for exchange any of the Original Notes tendered hereby.

Unless otherwise indicated herein in the box entitled "Special Issuance Instructions" below, the undersigned hereby directs that the Exchange Notes be issued in the name(s) of the undersigned or, in the case of a book-entry transfer of Original Notes, that such Exchange Notes be credited to the account indicated above maintained at DTC. If applicable, substitute Certificates

representing Original Notes not exchanged or not accepted for exchange will be issued to the undersigned or, in the case of a book-entry transfer of Original Notes, will be credited to the account indicated above maintained at DTC. Similarly, unless otherwise indicated under "Special Delivery Instructions," please deliver Exchange Notes to the undersigned at the address shown below the undersigned's signature.

By tendering Original Notes and executing this Letter of Transmittal or effecting delivery of an Agent's Message in lieu thereof, the undersigned hereby represents and agrees that (i) any Exchange Notes that the undersigned receives will be acquired in the ordinary course of business, (ii) the undersigned has no arrangement or understanding with any person or entity to participate in the distribution of the Exchange Notes, (iii) if the undersigned is not a broker-dealer, that it is not engaged in, and does not intend to engage in, a distribution (within the meaning of the Securities Act) of the Exchange Notes, (iv) if the undersigned is a broker-dealer that will receive Exchange Notes for its own account in exchange for Original Notes that were acquired as a result of market-making activities or other trading activities, that it will deliver a Prospectus, as required by law, in connection with any resale of those Exchange Notes (see the Plan of Distribution), and (v) the undersigned is not an "affiliate," as defined in Rule 405 of the Securities Act, of the Issuer or, if the undersigned is an affiliate, it will comply with any applicable registration and Prospectus delivery requirements of the Securities Act. The Issuer may require the undersigned, as a condition to the undersigned's eligibility to participate in the Exchange Offer, to furnish to the Issuer (or an agent thereof) in writing information as to the number of "beneficial owners" within the meaning of Rule 13d-3 under the Exchange Act on behalf of whom the undersigned holds the Original Notes to be exchanged in the Exchange Offer.

The Issuer has agreed that, subject to the provisions of the Registration Rights Agreement, the Prospectus, as it may be amended or supplemented from time to time, may be used by a Participating Broker-Dealer (as defined below) in connection with resales of Exchange Notes received in exchange for Original Notes, where such Original Notes were acquired by such Participating Broker-Dealer for its own account as a result of market-making activities or other trading activities, for a period ending 180 days following the consummation of the Exchange Offer (subject to extension under certain limited circumstances described in the Prospectus) or, if earlier, when all such Exchange Notes have been disposed of by such Participating Broker-Dealer. In that regard, each broker-dealer who acquired Original Notes for its own account as a result of market-making or other trading activities (a "Participating Broker-Dealer"), by tendering such Original Notes and executing this Letter of Transmittal or effecting delivery of an Agent's Message in lieu thereof, agrees that, upon receipt of notice from the Issuer of the occurrence of any event or the discovery of any fact which makes any statement contained or incorporated by reference in the Prospectus untrue in any material respect or which causes the Prospectus to omit to state a material fact necessary in order to make the statements contained or incorporated by reference therein, in light of the circumstances under which they were made, not misleading or of the occurrence of certain other events specified in the Registration Rights Agreement, such Participating Broker-Dealer will suspend the sale of Exchange Notes pursuant to the Prospectus until the Issuer has amended or supplemented the Prospectus to correct such misstatement or omission and has furnished copies of the amended or supplemented Prospectus to the Participating Broker-Dealer or the Issuer has given notice that the sale of the Exchange Notes may be resumed, as the case may be. If the Issuer gives such notice to suspend the sale of the Exchange Notes, it shall extend the 180-day period referred to above during which Participating Broker-Dealers are entitled to use the Prospectus in connection with the resale of Exchange Notes by the number of days during the period from and including the date of the giving of such notice to and including the date when Participating Broker-Dealers shall have received copies of the supplemented or amended Prospectus necessary to permit resales of the Exchange Notes or to and including the date on which the Issuer has given notice that the sale of Exchange Notes may be resumed, as the case may be.

As a result, a Participating Broker-Dealer who intends to use the Prospectus in connection with resales of Exchange Notes received in exchange for Original Notes pursuant to the Exchange Offer must notify the Issuer, or cause the Issuer to be notified, on or prior to the expiration of the Exchange Offer, that it is a Participating Broker-Dealer. Such notice may be given in the space provided above or may be delivered to the Exchange Agent at the address set forth in the Prospectus under "The Exchange Offer--Exchange Agent."

The undersigned will, upon request, execute and deliver any additional documents deemed by the Issuer to be necessary or desirable to complete the sale, assignment and transfer of the Original Notes tendered hereby. All authority herein conferred or agreed to be conferred in this Letter of Transmittal shall survive the death or incapacity of the undersigned and any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, personal representatives, trustees in bankruptcy, legal representatives, successors and assigns of the undersigned. Except as stated in the Prospectus, this tender is irrevocable.

The undersigned, by completing the box entitled "Description of Original Notes" above and signing this letter, will be deemed to have tendered the Original Notes as set forth in such box.

PLEASE SIGN HERE

(TO BE COMPLETED BY ALL HOLDERS OF ORIGINAL NOTES REGARDLESS OF WHETHER ORIGINAL NOTES ARE BEING PHYSICALLY DELIVERED HEREWITH)

This Letter of Transmittal must be signed by the registered holder(s) of Original Notes exactly as their name(s) appear(s) on Certificate(s) for the Original Notes hereby tendered or on a security position listing or be person(s) authorized to become registered holder(s) by certificates and documents transmitted herewith. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer of corporation or other person acting in a fiduciary or representative capacity, such person must provide the following information and see Instruction 2 below.

If the signature appearing below is not of the record holder(s) of the Original Notes, then the record holder(s) must sign a valid bond power.

[X] _____

[X] _____
(SIGNATURE(S) OF REGISTERED HOLDER(S) OR AUTHORIZED SIGNATORY)

DATE: _____

NAME: _____

CAPACITY: _____

ADDRESS: _____
(INCLUDING ZIP CODE)

AREA CODE AND TELEPHONE NO.: _____

PLEASE COMPLETE SUBSTITUTE FORM W-9 HEREIN

[ ] CHECK HERE IF YOU ARE A BROKER DEALER WHO ACQUIRED THE ORIGINAL NOTES FOR ITS OWN ACCOUNT AS A RESULT OF MARKET-MAKING OR OTHER TRADING ACTIVITIES AND WISH TO RECEIVE ADDITIONAL COPIES OF THE PROSPECTUS AND COPIES OF ANY AMENDMENTS OR SUPPLEMENTS THERETO.

NAME: _____

ADDRESS: _____

SIGNATURE GUARANTEE (SEE INSTRUCTION 2 BELOW)

_____

(AUTHORIZED SIGNATURE)

_____

(PRINTED NAME)

_____

(TITLE)

_____

(NAME OF FIRM)

_____

(ADDRESS (INCLUDING ZIP CODE) AND TELEPHONE NUMBER) (INCLUDING AREA CODE) OF FIRM)

DATE: _____

SPECIAL ISSUANCE INSTRUCTIONS

(SIGNATURE GUARANTEED REQUIRED -- SEE INSTRUCTION 2)

To be completed ONLY if Exchange Notes or Original Notes not tendered are to be issued in the name of someone other than the registered holder of the Original Notes whose name(s) appear(s) above.

Issue [ ] Original Notes to:

[ ] Exchange Notes to:
(check as applicable)

Name:
_____
(PLEASE PRINT)

Address:_____

_____

_____

(INCLUDING ZIP CODE)

_____

(TAX IDENTIFICATION OR SOCIAL SECURITY NUMBER)

(COMPLETE SUBSTITUTE FORM W-9 HEREIN)

SPECIAL ISSUANCE INSTRUCTIONS

(SIGNATURE GUARANTEED REQUIRED -- SEE INSTRUCTION 2)

To be completed ONLY if Exchange Notes or Original Notes not tendered are to be sent to someone other than the registered holder of the Original Notes whose name(s) appear(s) above, or such registered holder at an address other than that shown above.

Send [ ] Original Notes to:

[ ] Exchange Notes to:
(check as applicable)

Name:
_____
(PLEASE PRINT)

Address:_____

_____

_____

(INCLUDING ZIP CODE)

_____

(TAX IDENTIFICATION OR SOCIAL SECURITY NUMBER)

(COMPLETE SUBSTITUTE FORM W-9 HEREIN)

INSTRUCTIONS

FORMING PART OF THE TERMS AND CONDITIONS OF THE EXCHANGE OFFER

1. DELIVERY OF LETTER OF TRANSMITTAL AND CERTIFICATES; GUARANTEED DELIVERY PROCEDURES. This Letter of Transmittal is to be completed either if (a) Certificates are to be forwarded herewith or (b) tenders are to be made pursuant to the procedures for tender by book-entry transfer set forth in "The Exchange Offer--Procedures for Tendering Original Notes" in the Prospectus and an Agent's Message is not delivered. Certificates, or timely confirmation of a book-entry transfer of such Original Notes into the Exchange Agent's account at DTC, as well as this Letter of Transmittal (or facsimile thereof), properly completed and duly executed, with any required signature guarantees, and any other documents required by this Letter of Transmittal, must be received by the Exchange Agent at its address set forth herein on or prior to the expiration of the Exchange Offer. Tenders by book-entry transfer may also be made by delivering an Agent's Message in lieu thereof. Original Notes may be tendered in whole or in part in integral multiples of $1,000.

Holders who wish to tender their Original Notes and (i) whose Original Notes are not immediately available or (ii) who cannot deliver their Original Notes, this Letter of Transmittal and all other required documents to the Exchange Agent on or prior to the expiration of the Exchange Offer or (iii) who cannot complete the procedures for delivery by book-entry transfer on a timely basis, may tender their Original Notes by properly completing and duly executing a Notice of Guaranteed Delivery pursuant to the guaranteed delivery procedures set forth in "The Exchange Offer--Guaranteed Delivery Procedures" in the Prospectus. Pursuant to such procedures (i) such tender must be made by or through an Eligible Institution (as defined below), (ii) a properly completed and duly executed Notice of Guaranteed Delivery, substantially in the form made available by the Issuer, must be received by the Exchange Agent on or prior to the expiration of the Exchange Offer, and (iii) the Certificates (or a book-entry confirmation) representing all tendered Original Notes, in proper form for transfer, together with a Letter of Transmittal (or facsimile thereof), properly completed and duly executed, with any required signature guarantees and any other documents required by this Letter of Transmittal, must be received by the Exchange Agent within three New York Stock Exchange trading days after the date of execution of such Notice of Guaranteed Delivery, all as provided in "The Exchange Offer--Guaranteed Delivery Procedures" in the Prospectus.

The Notice of Guaranteed Delivery may be delivered by hand or transmitted by facsimile or mail to the Exchange Agent, and must include a guarantee by an Eligible Institution in the form set forth in such Notice of Guaranteed Delivery. For Original Notes to be properly tendered pursuant to the guaranteed delivery procedure, the Exchange Agent must receive a Notice of Guaranteed Delivery on or prior to the expiration of the Exchange offer. As used herein and in the Prospectus, "Eligible Institution" means a firm or other entity identified in Rule 17Ad-15 under the Exchange Act as "an eligible guarantor institution," including (as such terms are defined therein) (i) a bank, (ii) a broker, dealer, municipal securities broker or dealer or government securities broker or dealer, (iii) a credit union, (iv) a national securities exchange, registered securities association or clearing agency, or (v) a savings association that is a participant in a Securities Transfer Association.

THE METHOD OF DELIVERY OF CERTIFICATES, THIS LETTER OF TRANSMITTAL AND ALL OTHER REQUIRED DOCUMENTS IS AT THE OPTION AND SOLE RISK OF THE TENDERING HOLDER, AND THE DELIVERY WILL BE DEEMED MADE ONLY WHEN ACTUALLY RECEIVED BY THE EXCHANGE AGENT. IF DELIVERY IS BY MAIL, THEN REGISTERED MAIL WITH RETURN RECEIPT REQUESTED, PROPERLY INSURED, OR OVERNIGHT DELIVERY SERVICE IS RECOMMENDED. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ENSURE TIMELY DELIVERY.

The Issuer will not accept any alternative, conditional or contingent tenders. Each tendering Holder, by execution of a Letter of Transmittal (or facsimile thereof), waives any right to receive any notice of the acceptance of such tender.

2. GUARANTEE OF SIGNATURES. No signature guarantee on this Letter of Transmittal is required if:

- this Letter of Transmittal is signed by the registered holder (which term, for purposes of this document, shall include any participant in DTC whose name appears on a security position listing as the owner of the Original Notes (the "Holder")) of the Original Notes tendered herewith, unless such Holder(s) has completed either the box entitled "Special Issuance Instructions" or the box entitled "Special Delivery Instructions" above, or

- such Original Notes are tendered for the account of a firm that is an Eligible Institution.

In all other cases, an Eligible Institution must guarantee the signature(s) on this Letter of Transmittal. See Instruction 5.

3. INADEQUATE SPACE. If the space provided in the box captioned "Description of Original Notes" is inadequate, the Certificate number(s) and/or the principal amount of Original Notes and any other required information should be listed on a separate signed schedule that is attached to this Letter of Transmittal.

4. PARTIAL TENDERS AND WITHDRAWAL RIGHTS. Tenders of Original Notes will be accepted only in integral multiples of $1,000. If less than all the Original Notes evidenced by any Certificates submitted is to be tendered, fill in the principal amount of Original Notes that is to be tendered in the box entitled "Principal Amount of Original Notes Tendered." In such case, new Certificate(s) for the remainder of the Original Notes that was evidenced by your old Certificate(s) will only be sent to the Holder of the Original Notes, promptly after the expiration of the Exchange Offer. All Original Notes represented by Certificates delivered to the Exchange Agent will be deemed to have been tendered unless otherwise indicated.

Except as otherwise provided herein, tenders of Original Notes may be withdrawn at any time on or prior to the expiration of the Exchange Offer. In order for a withdrawal to be effective on or prior to that time, a written or facsimile transmission of such notice of withdrawal must be timely received by the Exchange Agent at one of its addresses set forth above or in the Prospectus on or prior to the expiration of the Exchange Offer. Any such notice of withdrawal must specify the name of the person who tendered the Original Notes to be withdrawn, the aggregate principal amount of Original Notes to be withdrawn, and (if Certificates for Original Notes have been tendered) the name of the registered Holder of the Original Notes as set forth on the Certificate for the Original Notes, if different from that of the person who tendered such Original Notes. If Certificates for the Original Notes have been delivered or otherwise identified to the Exchange Agent, then prior to the physical release of such Certificates for the Original Notes, the tendering Holder must submit the serial numbers shown on the particular Certificates for the Original Notes to be withdrawn and the signature on the notice of withdrawal must be guaranteed by an Eligible Institution, except in the case of Original Notes tendered for the account of an Eligible Institution. If Original Notes have been tendered pursuant to the procedures for book-entry transfer set forth in the Prospectus under "The Exchange Offer--Procedures for Tendering Original Notes," the notice of withdrawal must specify the name and number of the account at DTC to be credited with the withdrawal of Original Notes, in which case a notice of withdrawal will be effective if delivered to the Exchange Agent by written, telegraphic, telex or facsimile transmission. Withdrawals of tenders of Original Notes may not be rescinded. Original Notes properly withdrawn will not be deemed validly tendered for purposes of the Exchange Offer, but may be retendered at any subsequent time on or prior to the expiration of the Exchange Offer by following any of the procedures described in the Prospectus under "The Exchange Offer--Procedures for Tendering Original Notes."

All questions as to the validity, form and eligibility (including time of receipt) of such withdrawal notices will be determined by the Issuer, in its sole discretion, whose determination shall be final and binding on all parties. The Issuer, any affiliates or assigns of the Issuer, the Exchange Agent or any other person shall not be under any duty to give any notification of any irregularities in any notice of withdrawal or incur any liability for failure to give any such notification. Any Original Notes which have been tendered but which are withdrawn will be returned to the Holder thereof without cost to such Holder promptly after withdrawal.

5. SIGNATURES ON LETTER OF TRANSMITTAL, ASSIGNMENTS AND ENDORSEMENTS. If this Letter of Transmittal is signed by the registered Holder(s) of the Original Notes tendered hereby, the signature(s) must correspond exactly with the name(s) as written on the face of the Certificate(s) without alteration, enlargement or any change whatsoever.

If any Original Notes tendered hereby are owned of record by two or more joint owners, all such owners must sign this Letter of Transmittal.

If any tendered Original Notes are registered in different name(s) on several Certificates, it will be necessary to complete, sign and submit as many separate Letters of Transmittal (or facsimiles thereof) as there are different registrations of Certificates.

If this Letter of Transmittal or any Certificates or bond powers are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing and, unless waived by the Issuer, must submit proper evidence satisfactory to the Issuer, in their sole discretion, of each such person's authority to so act.

When this Letter of Transmittal is signed by the registered owner(s) of the Original Notes listed and transmitted hereby, no endorsement(s) of Certificate(s) or separate bond power(s) is required unless Exchange Notes are to be issued in the name of a person other than the registered Holder(s). Signatures on such Certificate(s) or bond power(s) must be guaranteed by an Eligible Institution.

If this Letter of Transmittal is signed by a person other than the registered owner(s) of the Original Notes listed, the Certificates must be endorsed or accompanied by appropriate bond powers, signed exactly as the name or names of the registered owner(s) appear(s) on the Certificates, and also must be accompanied by such opinions of counsel, certifications and other information as the Issuer or the Trustee for the Original Notes may require in accordance with the restrictions on transfer applicable to the Original Notes. Signatures on such Certificates or bond powers must be guaranteed by an Eligible Institution.

6. SPECIAL ISSUANCE AND DELIVERY INSTRUCTIONS. If Exchange Notes are to be issued in the name of a person other than the signer of this Letter of Transmittal, or if Exchange Notes are to be sent to someone other than the signer of this Letter of Transmittal or to an address other than that shown above, the appropriate boxes on this Letter of Transmittal should be completed. Certificates for Original Notes not exchanged will be returned by mail or, if tendered by book-entry transfer, by crediting the account indicated above maintained at DTC. See Instruction 4.

7. IRREGULARITIES. The Issuer will determine, in its sole discretion, all questions as to the form of documents, validity, eligibility (including time of receipt) and acceptance for exchange of any tender of Original Notes, which determination shall be final and binding on all parties. The Issuer reserves the absolute right to reject any and all tenders determined by it not to be in proper form or the acceptance of which, or exchange for which, may, in the view of counsel to the Issuer, be unlawful. The Issuer also reserves the absolute right, subject to applicable law, to waive any of the conditions of the Exchange Offer set forth in the Prospectus under "The Exchange Offer--Conditions to the Exchange Offer" or any conditions or irregularities in any tender of Original Notes of any particular Holder whether or not similar conditions or irregularities are waived in the case of other holders. The Issuer's interpretation of the terms and conditions of the Exchange Offer (including this Letter of Transmittal and the instructions hereto) will be final and binding. No tender of Original Notes will be deemed to have been validly made until all irregularities with respect to such tender have been cured or waived. Neither the Issuer, any affiliates or assigns of the Issuer, the Exchange Agent, nor any other person shall be under any duty to give notification of any irregularities in tenders or incur any liability for failure to give such notification.

8. QUESTIONS, REQUESTS FOR ASSISTANCE AND ADDITIONAL COPIES. Questions and requests for assistance may be directed to the Exchange Agent at its address and telephone number set forth on the front of this Letter of Transmittal. Additional copies of the Prospectus, the Notice of Guaranteed Delivery and the Letter of Transmittal may be obtained from the Exchange Agent or from your broker, dealer, commercial bank, trust company or other nominee.

9. TAXPAYER IDENTIFICATION NUMBER AND BACKUP WITHHOLDING. Under U.S. federal income tax law, a Holder whose tendered Original Notes are accepted for exchange is required to (i) provide the Exchange Agent with such Holder's (or such Holder's assignee's) correct taxpayer identification number ("TIN") on Substitute Form W-9 or (ii) establish another basis for exemption from backup withholding. For this purpose, a Holder's assignee is also referred to as a "Holder." A tendering Holder must cross out item (2) in the certification box on Substitute Form W-9 if such Holder is subject to backup withholding. Failure to provide the information on the Substitute Form W-9 may subject the tendering Holder to a $50 penalty imposed by the Internal Revenue Service and a federal income tax backup withholding (currently 28%) on any payment made on account of the Exchange Offer or the Exchange Notes (including interest). More serious penalties may be imposed for providing false information, which, if willfully done, may result in fines and/or imprisonment.

To prevent backup withholding, each Holder must provide the Exchange Agent with such Holder's correct TIN by completing the Substitute Form W-9 accompanying this Letter of Transmittal certifying, under penalty of perjury, that such TIN is correct, such Holder is not currently subject to backup withholding and such payee is a United States person.

The box in Part 1 of the Substitute Form W-9 may be checked if the tendering Holder has not been issued a TIN and has applied for a TIN or intends to apply for a TIN in the near future. If the box in Part 1 is checked, the Holder or other payee must also complete the Certificate of Awaiting Taxpayer Identification Number below in order to avoid backup withholding. Notwithstanding that the box in Part 1 is checked and the Certificate of Awaiting Taxpayer Identification Number is completed, the Issuer or the Exchange Agent will withhold a percentage (currently 28%) of all payments made prior to the time a properly certified TIN is provided to the Issuer or the Exchange Agent.

The Holder is required to give the Exchange Agent the TIN of the registered owner of the Original Notes or of the last transferee appearing on the transfers attached to, or endorsed on, the Original Notes. If the Original Notes are registered in more than one name or are not in the name of the actual owner, consult the enclosed "Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9" for additional guidance on which number to report.

Certain holders (including, among others, corporations, financial institutions and certain foreign persons) may not be subject to the backup withholding and reporting requirements. Such holders should nevertheless complete the attached Substitute Form W-9 below, and check the box marked "exempt" in part 2, to avoid possible erroneous backup withholding. A foreign person may qualify as an exempt recipient by submitting a properly completed Internal Revenue Service Form W-8, signed under penalties of perjury, attesting to that Holder's exempt status. Please consult the enclosed "Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9" for additional guidance on which holders are exempt from backup withholding.

Backup withholding is not an additional U.S. federal income tax. Rather, the U.S. federal income tax liability of a person subject to backup withholding will be reduced by the amount of tax withheld.

If withholding results in an overpayment of taxes, a refund may be obtained, provided that the required information is furnished to the Internal Revenue Service.

HOLDERS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS TO DETERMINE WHETHER THEY ARE EXEMPT FROM BACKUP WITHHOLDING.

10. WAIVER OF CONDITIONS. The Issuer reserves the absolute right to waive satisfaction of any or all conditions enumerated in the Prospectus.

11. NO CONDITIONAL TENDERS. No alternative, conditional or contingent tenders will be accepted. All tendering holders of Original Notes, by execution of this Letter of Transmittal, shall waive any right to receive notice of the acceptance of Original Notes for exchange. Neither the Issuer, the Exchange Agent nor any other person is obligated to give notice of any defect or irregularity with respect to any tender of Original Notes nor shall any of them incur any liability for failure to give any such notice.

12. LOST, DESTROYED OR STOLEN CERTIFICATES. If any Certificate(s) representing Original Notes have been lost, destroyed or stolen, the Holder should promptly notify the Exchange Agent. The Holder will then be instructed as to the steps that must be taken in order to replace the Certificate(s). This Letter of Transmittal and related documents cannot be processed until the procedures for replacing lost, destroyed or stolen Certificate(s) have been followed.

13. SECURITY TRANSFER TAXES. Holders who tender their Original Notes for exchange will not be obligated to pay any transfer taxes in connection therewith. If, however, Exchange Notes are to be delivered to, or are to be issued in the name of, any person other than the registered Holder of the Original Notes tendered, or if a transfer tax is imposed for any reason other than the exchange of Original Notes in connection with the Exchange Offer, then the amount of any such transfer tax (whether imposed on the registered Holder or any other persons) will be payable by the tendering Holder. If satisfactory evidence of payment of such taxes or exemption therefrom is not submitted with the Letter of Transmittal, the amount of such transfer taxes will be billed directly to such tendering Holder.

SUBSTITUTE FORM W-9

REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

PAYOR'S NAME: [THE BANK OF NEW YORK]

PAYEE INFORMATION
(Please print or type)

Individual or business name (if joint account list first and circle the name of person or entity whose number you furnish in Part 1 below):

_____

Check appropriate box: [ ] Individual/Sole proprietor

[ ] Corporation

[ ] Partnership

[ ] Other

_____
ADDRESS (NUMBER, STREETS AND APT. OR SUITE NO.)

_____
CITY, STATE, AND ZIP CODE

PART 1: TAXPAYER IDENTIFICATION NUMBER ("TIN")

Enter your TIN below. For individuals this is your social security number. For other entities, it is your employer identification number. Refer to the chart on page 1 of the Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9 (the "Guidelines") for further clarification. If you do not have a TIN, see instructions on how to obtain a TIN on page 2 of the Guidelines, check the appropriate box below indicating that you have applied for a TIN and, in addition to the Part 3 Certification, sign the attached Certification of Awaiting Taxpayer Identification Number.

Social Security Number: _____ - _____ - _____

Employer Identification number: ____ - _____

[ ] Applied For

PART 2: PAYEES EXEMPT FROM BACKUP WITHHOLDING

Check box (See page 2 of the Guidelines for further clarification. Even if you are exempt from backup withholding, you should still complete and sign the certification below):

[ ] Exempt

PART 3: CERTIFICATION

Certification instructions: You must cross out item 2 below if you have been notified by the Internal Revenue Service that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return.

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) and

2. I am not subject to backup withholding because (i) I am exempt from backup withholding, (ii) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends or (iii) the Internal Revenue Service has notified me that I am no longer subject to backup withholding.

3. I am a U.S. person (including a U.S. resident alien).

_____
Signature

_____
Date

NOTE: FAILURE TO COMPLETE AND RETURN THIS SUBSTITUTE FORM W-9 MAY RESULT IN BACKUP WITHHOLDING OF 28% OF ANY PAYMENT MADE TO YOU PURSUANT TO THE EXCHANGE OFFER. PLEASE REVIEW THE ENCLOSED "GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9" FOR ADDITIONAL DETAILS.

YOU MUST COMPLETE THE FOLLOWING CERTIFICATION IF YOU CHECKED THE BOX "APPLIED FOR" IN PART 1 OF SUBSTITUTE FORM W-9

CERTIFICATION OF AWAITING TAXPAYER IDENTIFICATION NUMBER

I certify, under penalties of perjury, that a TIN has not been issued to me, and either (i) I have mailed or delivered an application to receive a TIN to the appropriate Internal Revenue Service Center or Social Security Administration Office or (ii) I intend to mail or deliver an application in the near future. I understand that if I do not provide a TIN to the payor, the payor is required to withhold and remit to the Internal Revenue Service a percentage (currently 28%) of all reportable payments made to me until I furnish the payor with a TIN.

_____

Signature

_____

Date

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM MAY RESULT IN BACKUP WITHHOLDING AT THE APPLICABLE WITHHOLDING RATE (WHICH IS CURRENTLY 28%) ON ANY REPORTABLE PAYMENTS MADE TO YOU.

EXHIBIT 99.2

NOTICE OF GUARANTEED DELIVERY

RADIO ONE, INC.

OFFER TO EXCHANGE

6-3/8% SENIOR SUBORDINATED NOTES DUE 2013 THAT HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 FOR ANY AND ALL OUTSTANDING UNREGISTERED 6-3/8% SENIOR SUBORDINATED NOTES DUE 2013

PURSUANT TO THE PROSPECTUS

DATED [ ], 2005

This Notice of Guaranteed Delivery, or one substantially equivalent to this form, must be used to accept the Exchange Offer (as defined below) if (i) certificates for the Issuer's 6-3/8% Senior Subordinated Notes due 2013 (the "Original Notes") are not immediately available, (ii) the Original Notes, the Letter of Transmittal and all other required documents cannot be delivered to [The Bank of New York] (the "Exchange Agent") on or prior to the expiration of the exchange offer or (iii) the procedures for delivery by book-entry transfer cannot be completed on a timely basis. This Notice of Guaranteed Delivery may be delivered by hand, overnight courier or mail, or transmitted by facsimile transmission, to the Exchange Agent. See "The Exchange Offer--Procedures for Tendering Original Notes" in the Prospectus. In addition, in order to utilize the guaranteed delivery procedure to tender Original Notes pursuant to the Exchange Offer, a completed, signed and dated Letter of Transmittal relating to the Original Notes (or facsimile thereof) must also be received by the Exchange Agent on or prior to the expiration of the Exchange Offer. Capitalized terms not defined herein have the meanings assigned to them in the Prospectus.

The Exchange Agent for the Exchange Offer is:

THE BANK OF NEW YORK

By Hand or Overnight Delivery:	By Registered or Certified Mail:	Facsimile Transmissions: (Eligible Institutions Only)
The Bank of New York 101 Barclay Street - 7 East Corporate Trust Operations Reorganization Unit New York, New York 10286 Attn: David A. Mauer	The Bank of New York 101 Barclay Street - 7 East Corporate Trust Operations Reorganization Unit New York, New York 10286 Attn: David A. Mauer	(212) 298-1915 To Confirm by Telephone or for Information Call: (212) 815-3687

DELIVERY OF THIS NOTICE OF GUARANTEED DELIVERY TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE OR TRANSMISSION OF THIS NOTICE OF GUARANTEED DELIVERY VIA FACSIMILE TO A NUMBER OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY.

THIS NOTICE OF GUARANTEED DELIVERY IS NOT TO BE USED TO GUARANTEE SIGNATURES. IF A SIGNATURE ON A LETTER OF TRANSMITTAL IS REQUIRED TO BE GUARANTEED BY AN "ELIGIBLE INSTITUTION" UNDER THE INSTRUCTIONS THERETO, SUCH SIGNATURE GUARANTEE MUST APPEAR IN THE APPLICABLE SPACE PROVIDED IN THE SIGNATURE BOX ON THE LETTER OF TRANSMITTAL.

Ladies and Gentlemen:

The undersigned hereby tenders to Radio One, Inc., a Delaware corporation (the "Issuer"), upon the terms and subject to the conditions set forth in the Prospectus dated [ ], 2005 (as the same may be amended or supplemented from time to time, the "Prospectus"), and the related Letter of Transmittal (which together constitute the "Exchange Offer"), receipt of which is hereby acknowledged, the aggregate principal amount of Original Notes set forth below pursuant to the guaranteed delivery procedures set forth in the Prospectus under the caption "The Exchange Offer--Procedures for Tendering Original Notes."

DESCRIPTION OF ORIGINAL NOTES

NAMES(S) AND ADDRESS(ES) OF HOLDER(S) (PLEASE FILL IN, IF BLANK)	CERTIFICATE NUMBER(S)*	AGGREGATE PRINCIPAL AMOUNT REPRESENTED	PRINCIPAL AMOUNT TENDERED**
		Total Principal Amount of Original Notes:	

* Need not be completed by Holders tendering by book-entry transfer.

** Original Notes may be tendered in whole or in part in multiples of $1,000. All Original Notes held shall be deemed tendered unless a lesser number is specified in this column. See Instruction 4. Method of Delivery

If Original Notes will be tendered by book-entry transfer, provide the following information:

DTC Account Number:_____

Date:_____

All authority herein conferred or agreed to be conferred shall survive the death or incapacity of the undersigned and every obligation of the undersigned hereunder shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned.

PLEASE SIGN HERE

[X]_____

[X]_____
SIGNATURE(S) OF REGISTERED HOLDER(S) OR AUTHORIZED SIGNATORY

Date:_____

Area Code and Telephone No.:_____

Must be signed by the holder(s) of the Original Notes as their name(s) appear(s) on certificates for the Original Notes or on a security position listing, or by person(s) authorized to become registered holder(s) by endorsement and documents transmitted with this Notice of Guaranteed Delivery. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer or other person acting in a fiduciary or representative capacity, such person must set forth his or her full title below and, unless waived by the Issuer, provide proper evidence satisfactory to the Issuer of such person's authority to so act.

NAME:_____

CAPACITY:_____

ADDRESS:_____
(INCLUDING ZIP CODE)

GUARANTEE OF DELIVERY

(NOT TO BE USED FOR SIGNATURE GUARANTEE)

The undersigned, a firm or other entity identified in Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended, as an "eligible guarantor institution," including (as such terms are defined therein): (i) a bank; (ii) a broker, dealer, municipal securities broker, government securities broker or government securities dealer; (iii) a credit union; (iv) a national securities exchange, registered securities association or clearing agency; or (v) a savings association that is a participant in a Securities Transfer Association (each of the foregoing being referred to as an "Eligible Institution"), hereby guarantees to deliver to the Exchange Agent, at one of its addresses set forth above, either the Original Notes tendered hereby in proper form for transfer, or confirmation of the book-entry transfer of such Original Notes to the Exchange Agent's account at The Depository Trust Company ("DTC"), pursuant to the procedures for book-entry transfer set forth in the Prospectus, in either case together with one or more properly completed and duly executed Letter(s) of Transmittal (or facsimile thereof) and any other required documents within three New York Stock Exchange trading days after the date of execution of this Notice of Guaranteed Delivery.

The undersigned acknowledges that it must deliver the Letter(s) of Transmittal (or facsimile thereof) and the Original Notes tendered hereby to the Exchange Agent within the time period set forth above and that failure to do so could result in a financial loss to the undersigned.

SIGNATURE GUARANTEE

_____

(AUTHORIZED SIGNATURE)

_____

(PRINTED NAME)

_____

(TITLE)

_____

(NAME OF FIRM)

_____

ADDRESS (INCLUDING ZIP CODE) AND TELEPHONE NUMBER
(INCLUDING AREA CODE) OF FIRM)

DATE:_____

NOTE: DO NOT SEND CERTIFICATES FOR OUTSTANDING DEBT WITH THIS FORM. CERTIFICATES FOR OUTSTANDING DEBT SHOULD BE SENT ONLY WITH YOUR LETTER OF TRANSMITTAL.

EXHIBIT 99.3

LETTER TO REGISTERED HOLDERS AND/OR
DEPOSITORY TRUST COMPANY PARTICIPANTS

RADIO ONE, INC.

OFFER TO EXCHANGE

6-3/8% SENIOR SUBORDINATED NOTES DUE 2013 THAT HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 FOR ANY AND ALL OUTSTANDING UNREGISTERED 6-3/8% SENIOR SUBORDINATED NOTES DUE 2013

THE EXCHANGE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON [ ], 2005, UNLESS THE OFFER IS EXTENDED. TENDERS MAY BE WITHDRAWN PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON THE EXPIRATION OF THE EXCHANGE OFFER.

To Registered Holder and/or Depository Trust Company Participant:

The undersigned hereby acknowledges receipt of the Prospectus dated [ ], 2005 (the "Prospectus") of Radio One, Inc., a Delaware corporation (the "Issuer"), and the accompanying Letter of Transmittal (the "Letter of Transmittal"), that together constitute the Issuer's offer (the "Exchange Offer") to exchange its 6-3/8% Senior Subordinated Notes due 2013 (the "Exchange Notes"), which have been registered under the Securities Act of 1933, as amended (the "Securities Act"), for all of its outstanding 6-3/8% Senior Subordinated Notes due 2013 (the "Original Notes"). Capitalized terms used but not defined herein have the meanings ascribed to them in the Prospectus.

This will instruct you, the registered holder and/or Depository Trust Company participant, as to the action to be taken by you relating to the Exchange Offer with respect to the Original Notes held by you for the account of the undersigned.

The aggregate face amount of the Original Notes held by you for the account of the undersigned is as follows (PLEASE FILL IN AMOUNT):

$ _____ 6-3/8% Senior Subordinated Notes due 2013.

With respect to the Exchange Offer, the undersigned hereby instructs you (PLEASE CHECK APPROPRIATE BOX):

[ ] To TENDER the following Original Notes held by you for the account of the undersigned (PLEASE INSERT PRINCIPAL AMOUNT OF OUTSTANDING DEBT TO BE TENDERED (IF LESS THAN ALL)):

$ _____ 6-3/8% Senior Subordinated Notes due 2013.

[ ] NOT to TENDER any Original Notes held by you for the account of the undersigned.

If the undersigned instructs you to tender the Original Notes held by you for the account of the undersigned, it is understood that you are authorized to make, on behalf of the undersigned (and the undersigned, by its signature below, hereby makes to you), the representations and warranties contained in the Letter of Transmittal that are to be made with respect to the undersigned as a beneficial owner, including but not limited to the representations that (i) the undersigned is not an "affiliate" of the Issuer, (ii) any Exchange Notes to be received by the undersigned are being acquired in the ordinary course of its business, (iii) the undersigned has no arrangement or understanding with any person to participate in a distribution (within the meaning of the Securities Act) of Exchange Notes to be received in the Exchange Offer, and (iv) if the undersigned is not a broker-dealer, the undersigned is not engaged in, and does not intend to engage in, a distribution (within the meaning of the Securities Act) of such Exchange Notes. The Issuer may require the undersigned, as a condition to the undersigned's eligibility to participate in the Exchange Offer, to furnish to the Issuer (or an agent thereof) in writing information as to the number of "beneficial owners" within the meaning of Rule 13d-3 under the Exchange Act on behalf of whom the undersigned holds the Original Notes to be exchanged in the Exchange Offer. If the undersigned is a broker-dealer that will receive Exchange Notes for its own account in exchange for Original Notes, it represents that the Original Notes to be exchanged for Exchange Notes were acquired by it as a result of market-making activities or other trading activities and acknowledges that it will deliver a prospectus in connection with any resale of such Exchange Notes during the period required by the Prospectus; however, by so acknowledging and by delivering a prospectus, the undersigned will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

SIGN HERE

_____

Name of Beneficial Owner(s)

_____

_____

Signature

_____

_____

Name(s) (Please Print)

_____

_____

Address

_____

Telephone Number

_____

Taxpayer Identification Number or Social Security Number

_____

Date